



Town of Superior Town Council
Superior Metropolitan District No. 1 Board of Directors
Superior Liquor Licensing Authority
Meeting Agenda
Monday, Nov 10, 2025
6:00 p.m.
Town Hall Council Chambers
124 E. Coal Creek Drive

The Council meeting will be held in person and online. Members of the public may [participate in the meeting via Zoom](#) or [view the meeting on YouTube](#) (closed captioning available). The recording of the Council meeting will be made available on [YouTube](#) and at [SuperiorColorado.gov](#) after the meeting.

1. Call to Order Meeting of Town Council and Superior Liquor Licensing Authority (6:00 p.m.)
2. Preliminary Matters (6:00 p.m.)
 - a. Pledge of Allegiance
 - b. Roll Call
 - c. Approval of Agenda
 - d. Board Reports (6:10 p.m.)
 - e. Public comment on Consent Agenda, Presentations, and Non-Agenda Items. Persons making public comment are asked to state your name and the city you live in (limit 5 min./person) (6:25 p.m.)
3. Advisory Committee Interviews – (6:35 p.m.)
4. Presentations – None
5. Project Updates – South Pool Project Update and Discussion (6:45 p.m.)
6. Consent Agenda (7:15 p.m.)

- a. Approval of Town Council Meeting Minutes
 - b. Acceptance of Committee Meeting Notes
 - c. Approval of Veterans Day Proclamation
 - d. Consideration of Approving the 3rd Quarter Financial Report
 - e. Consideration of Resolution of the Town Council of the Town of Superior Approving Advisory Committee Appointment for Superior Youth Leadership Council (SYLC)
 - f. Consideration of Resolution of the Town Council of the Town of Superior Approving TDM Grant through the Colorado Energy Office (CEO) Local IMPACT Accelerator Grant Application
 - g. Consideration of Resolution of the Town Council of the Town of Superior and the Board of Directors of the Superior Metropolitan District No. 1 Approving a Settlement Agreement and General Release with Public Service Company of Colorado d/b/a Xcel Energy, Teleport Communications America, LLC, and Qwest Corporation d/b/a CenturyLink QC
 - h. Airport Noise Reports September
7. Consideration of Approval for Ratification of Temporary Liquor Permit for Superior Reserve Inc., (Danny Suh) for Superior Liquor and Approval of Liquor License Transfer of Ownership (7:25 p.m.)
 8. Consideration of Resolution of the Town Council of the Town of Superior Approving License Agreements to Place Fences in Public Right-of-Way Adjacent to 205 3rd Avenue & 212 West William Street (7:40 p.m.)
 9. Concept Review – Residential Multi-Unit Dwelling Complex (7:55 p.m.)
 10. Executive Session for the purposes of discussion of a personnel matter not involving any specific employees who have requested discussion of the matter in open session, any member of this body or any elected official, the appointment of any person to fill an office of this body or of an elected official, or personnel policies that do not require the discussion of matters personal to particular employees, pursuant to C.R.S. § 24-6-402(4)(f), regarding the Town Manager's evaluation; and to determine positions relative to matters that may be subject to negotiations, determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e), regarding the Town Attorney's evaluation (8:55 p.m.)
 11. Adjournment (11:00 p.m.)

Public comments regarding general Town Council agenda items that is not a public hearing should be submitted with sufficient time ahead of the meeting to allow an opportunity for Council Members to review.



Item Number 3

Information for Meeting of the Superior Town Council

Agenda Item Name: **Advisory Committee for Environmental Sustainability Interview**

Meeting Date: **November 10, 2025**

Presented by: **Matt Magley, Town Manager**

Presented for: **Action**

BACKGROUND

Staff has scheduled an interview with the Town Council for a candidate interested in consideration for appointment to serve on the Advisory Committee for Environmental Sustainability (ACES). All Advisory Committee vacancies are advertised through Town media. Each candidate has prepared a brief introduction statement to present to the Council and application materials have been included for review.

Listed below are the applicants scheduled to interview with the Council this evening:

Advisory Committee for Environmental Sustainability (ACES) – 3 Vacancies:

- Elizabeth Reynolds

ATTACHMENTS:

- Application
- Interview questions

Profile

Superior residents interested in serving on an Advisory Group are asked to complete this application. This form is designed to facilitate the application process for positions on the Town of Superior's various Advisory Groups. Appointments are made by the Superior Board of Trustees after reviewing all applications. Interviews may be necessary. Appointments will be made following the review of interviews at public meeting by the Board of Trustees. **APPLICANTS MUST BE RESIDENTS OF THE TOWN OF SUPERIOR (except for the Superior Historical Commission).**

Last Name

Question applies to multiple boards

Postal Code

Question applies to multiple boards

5 Months

Question applies to multiple boards

Question applies to multiple boards

Which Boards would you like to apply for?

Advisory Committee for Environmental Sustainability (ACES): Submitted

Experience

Question applies to multiple boards

Please list your past or current experience in civic or private organizations and/or governmental service experience. If you have not attached your resume (below), please list your professional experience and/or current occupation and responsibilities that may be relevant to your application.

I have recently departed my role as CEO of Klim-Lock Medical and am taking some time off to rest, reset, and explore other interests. From 2010-2014, I was a Town of Carbondale trustee and a Board Representative for the Chamber of Commerce and Parks & Rec. I have an MBA from Emory University and graduated in 2023. My professional experience has predominantly been in healthcare. See attached resume.

Question applies to multiple boards

Please provide any additional comments or information that you feel qualifies you to serve on the Advisory Group(s) for which you expressed interest. Please include any additional documents you feel may be relevant.

I remain passionate about my role in public service and would like to get more involved locally. Before moving this past May to Superior, I was a Boulder resident. I am deeply concerned about our environment and sustainability efforts, and would like to use my skills locally to further support the Town's goals and vision for a greener community.

Question applies to multiple boards


Upload Resume

Question applies to multiple boards

Upload relevant document

Town Documents

Question applies to multiple boards

Have you read any of the following Town of Superior documents (all of these can be found on the Town's website)? If yes, check the box next to the document(s) you have read. **Please note that familiarity with these documents is not a requirement for serving on an Advisory Group.

Question applies to multiple boards

Superior Comprehensive Plan

☒ Yes ☐ No

Question applies to multiple boards

Advisory Group Work Plan

☒ Yes ☐ No

Elizabeth A. Reynolds, MBA

Management | Executive Professional | Investor Relations | Strategy

Professional Summary

Accomplished executive professional with extensive experience defining and executing corporate strategy, company valuation, and driving growth for startups and established organizations.

Professional Experience

Klim-Loc Medical Inc., April 2023 - Present

Chief Medical Officer (CEO)

- Led business development, capital raising, and commercialization of patented needleless medical vial technology (US and EU patents secured).
- Established key strategic partnerships with pharmaceutical companies, manufacturers, and healthcare providers.
- Directed the 2026 launch of the Needleless Vial Cap System, recognized at Pharmapack 2024 for pharmaceutical sustainability.
- Built and managed a high-performing, innovative team while defining company vision and strategic direction based on market insights.

Co-Founder/CEO, IP Innovate Partners Consulting, 2021-2024

- Delivered executive strategy, leadership, and resources to guide start-up and seed-stage companies in scaling operations and securing investment capital.
- Advised on business model development, organizational behavior improvements, and executed key valuation levers to enhance company worth.

Vice President, Investor Relations and Business Development, Careloop (Digital Healthcare Start-Up), 2019-2021

- Raised \$3.5M from venture capital and angel investors.
- Led business strategy, leveraged data analytics to align with investor goals, and assisted with company acquisition efforts.
- Managed legal compliance and investor documentation to ensure seamless capital raising and regulatory processes.

Colorado Rocky Mountain School (CRMS) & Alpenglow Family Foundation, 2012-2019

Director-level and consultancy roles focused on fundraising, grants management, and portfolio oversight. Provided strategic guidance to maximize impact and resource allocation.

Merck & Co., Inc.

Sales Representative / Health Science Associate

- Managed multi-million dollar regional markets with consistent 20% annual sales growth while leading clinical trial site selection for major asthma and urological drugs.

Education

- MBA, Emory University, Atlanta, GA, Business of Healthcare Certificate
- Bachelor of Science, Business: Management & Marketing
Towson State University, Towson, MD

Affiliations, Boards, and Service

- Colorado Municipal League, (elected) board member
- Founder/CEO, Greensprouts Foundation
- Community organizer for the 2018 Colorado Governor's race
- Global Dental Relief (Guatemala) & CASA Volunteer

Advisory Committee Interview Questions

GENERAL/ALL

- 1) Have you attended a committee meeting?
- 2) Have you read the committee's current work plan?
- 3) What are the top 2 items on that work plan of interest to you?
 - a) What would you add or remove from the committee's work plan?
- 4) Are you able to commit to committee activities outside of the monthly meetings (i.e. working groups, events, educational sessions, project research, etc.)?
 - a) How much time are you willing to invest with the committee?
- 5) What expertise do you hope to bring to the advisory committee?
- 6) Do you have any potential conflicts of interest that could preclude you from being a committee member or participating in certain committee projects, activities, etc.?

Advisory Committee for Environmental Sustainability (ACES)

- 1) What would be one of [the best/most effective] ways (in your opinion) to improve environmental sustainability in Superior?
- 2) What do you think of the Town's Sustainability Action Plan?
 - a) Are there any elements that particularly resonate?
 - b) Are there any elements you think are missing or that need greater focus?
- 3) Why are you interested in sustainability at a municipal level?
- 4) What sustainability topics are you most passionate about the Town of Superior pursuing or making progress on?
- 5) ACES is an engaged advisory committee, with expectations of participation beyond the monthly meeting. What is your capacity to attend one additional monthly working group meeting and to help with representing ACES at tabling, outreach and public events?
- 6) The advisory committee has three working groups: Resources, Operations and Outreach. Which of these working groups are you most interested in participating in? Why?
- 7) What are your main interests regarding environmental sustainability (e.g., climate, energy, waste, water, air quality, etc.)?

Cultural Arts and Public Spaces Advisory Committee (CAPS)

- 1) Do you have any specific ideas for activating public spaces, creating cultural experiences, or adding art installations to the Town of Superior? (or: What's the first thing you would do...?)
- 2) Is there a particular area in Superior you think could use more art?
- 3) What is your favorite piece of art or public space in Superior?

Open Space Advisory Committee (OSAC)

- 1) How did you learn of this Open Space vacancy?
- 2) What in your words is the mission of the Town of Superior's Open Space Advisory Committee?
- 3) You've had the opportunity to review OSAC's work plan as well as their recent meeting agendas...is there any particular work that interests you most?
- 4) Have you reviewed the Superior Comprehensive Plan?
- 5) Have you reviewed the Open Space Summary Report?
- 6) What has been your past experience with Superior events, volunteering and programs?
- 7) What, in your words, is the mission of the Town of Superior's Open Space Advisory Committee?

Park and Recreation Advisory Committee (PARC)

- 1) Why do you want to participate on PARC?
- 2) What do you see as the most important considerations for the present and future state of parks and recreation services for the Town?
- 3) One expectation for any resident serving on any Town of Superior advisory committee is the ability to collaborate effectively, both with fellow committee members as well as with town staff, town board members, and members of other advisory committees. Can you describe your experience and work style with regard to collaboration?

Superior Historical Commission

- 1) What is your interest in local history?
- 2) Can you be available for Saturday museum openings, school field trips, evening programs and other similar activities?
- 3) What is your area of expertise within your career and/or education with regard to historical museums, collections, education, history or historic preservation?
- 4) What would you hope to contribute to this commission?
- 5) Do you have a connection with Superior – current, recent or past?
- 6) Have you participated on any Historic Preservation boards or committees in the past?

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Last Name

Email Address

Home Address

City

Primary Phone

Suite or Apt

State

Postal Code

Question applies to multiple boards

Years of Residence in Superior

5 Months

Question applies to multiple boards

Employer

Question applies to multiple boards

Position Title

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Experience

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Item Number 5

Information for Meeting of the Superior Town Council

Agenda Item Name: **Project Update – South Pool Design Concepts**

Meeting Date: **November 10, 2025**

Presented by: **Brannon Richards, PWU Director**
 Leslie Clark, PROS Director
 Jordan Hayes, Project Manager
 Representatives from BRS

Presented for: **Discussion**

Background

South Pool, located at 3300 Huron Peak Avenue, is a very popular recreational asset for Town of Superior residents. South Pool consists of a bath house, a leisure pool (150,000 gallons), and a small wading pool. The outdoor pool and facility were originally constructed in 2000 and have had minor repairs and updates over this period, including mechanical room upgrades, solar installation, climbing wall addition, and sun shade replacements.

South Pool continues to age and experience intermittent downtime due to repairs. The need to conduct a full renovation is recommended to effectively address the operation and safety needs of South Pool, and to introduce more efficient mechanical and sanitation systems with sustainability goals in mind. While conducting this renovation, there are opportunities for updating the bathhouse restrooms, showers, storage, and guard areas, as well as to add play amenities in alignment with community feedback gathered earlier this year.

The Town selected Barker Rinker Seacat Architecture (BRS) to design the South Pool Renovation in September. Since then, BRS has been working closely with Town staff to develop early concepts and rough cost estimates for the bathhouse and pool renovation.

The presentation includes options for aquatic renovations ranging from simply renovating the existing pool with updated mechanical and sanitation systems and water features to building a brand-new pool with a larger footprint, different orientation, and amenities. The aquatics options presented include a la carte pricing for the various amenities/features to try to be as transparent as possible, allowing the Town to prioritize wants and needs while considering the budget

implications. All options include renovating the bath house to address issues with flow, storage, outdated finishes, and accessibility shortfalls, along with replacing the existing baby pool with a 600 SF splash pad and additional shade on the pool deck,

Schedule

Design of the South Pool began in later September and is on track to be completed in March 2026. Staff plans to bid out the project in March 2026 for construction during the 2026/2027 pool offseason.

Budget Implications

The Town successfully passed the Sales Tax Bond Initiative in 2024 to help fund public infrastructure needs, including the design and renovation of Superior Pools. The design and construction administration of South Pool at \$379,681 plus a construction budget of \$4.62 Million will be supported through Bond revenue and CIP funds.

Project	Year	Budget Amount	Design Fee	Funds Available for Construction
South Pool Design	2025-2027	\$5,000,000	\$379,681	\$4,620,319

In working with BRS, staff has reviewed pool layout options ranging from a low of \$3.67M to a high of \$6.55M as shown in the attached presentation.

Recommendation

Staff considered each option and is recommending a full pool renovation option in which there would be a standard renovation of the bathhouse and replacement of the baby pool with a 600 SF splash pad. The leisure pool would be a new build with the following features:

- Enhanced zero-depth entry with updated water features and correct orientation to the sun (0' – 2' depth)
- Additional leisure pool area (3'6" depth throughout)
- Current channel (small lazy river)
- 3 lap lanes (3'6" – 5' depth)
- New Runout Water Slide (25' height)

Rough Order of Magnitude (ROM) Cost Estimate for this option ranges from: \$5.56M - \$6.24M (including already approved design costs). Staff would work with the design team to manage costs as much as possible, hopefully reducing costs on some finishes and fixtures to maximize the budget. In addition, there is an opportunity for some cost savings on other 2026 projects that may potentially offer additional funding for this option.

Attachments

- Attachment 1 – South Pool Design Concepts



SOUTH POOL RENOVATION PROJECT UPDATE

NOVEMBER 10, 2025



DARK
RINKER
SEACAT
ARCHITECTURE



COMMUNITY INPUT



OVERALL **HOPES AND DREAMS** FOR THE SOUTH POOL

Mentioned most often:

New **water slide** with run out

Warmer water temperature

Keep it **kid-friendly**

Pool **parties** and birthdays

Better **locker rooms**

More **shade**

Splash pad

PUBLIC OPEN HOUSE & WRITE-IN COMMENTS RESULTS

Top Ranked Aquatic Features:

Aquatic Fitness Classes

Splash Pad

Water Slide with run out

Diving Board

Zero Depth Entry

Upgraded Water Features

Hot Tub

ONLINE SURVEY RESULTS (400 RESPONSES)

Top Ranked Aquatic Features:

Q13 | What new water features would you/your family most like to see at your primary pool?
(Please rank your choices with 1 being your top priority)

OPTIONS	AVG. RANK
Water slide	2.55
Swing or zip line into pool	3.40
Diving board	3.44
Splash pad	4.03
Shallow play area/Zero depth entry	4.15
Climbing wall	4.47
Basketball hoop	4.50

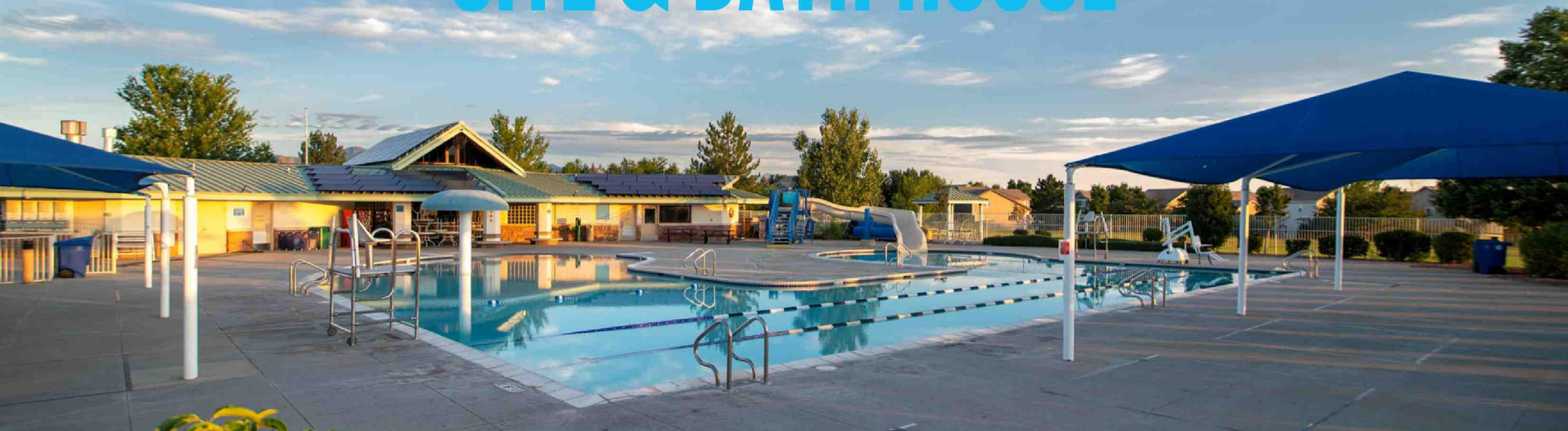
SOUTH POOL SUMMARY

3300 Huron Peak Ave,
Superior, CO 80027

- **Seasonal** recreation pool & bathhouse **built in early 2000s**
- **Intermittent downtimes** due to repairs
- The existing sand filter needs replacement **prior to the 2026 swim season**
- Outdated baby pool
- Outdated Locker Rooms that have unused areas
- Currently does not have a **family changing room**
- **Staff, support & storage spaces are not adequate** for managing this facility
- **Energy Code** compliance issues
- **Accessibility Code** compliance issues
- Heaving & settling of concrete causing issues at doors



SITE & BATH HOUSE

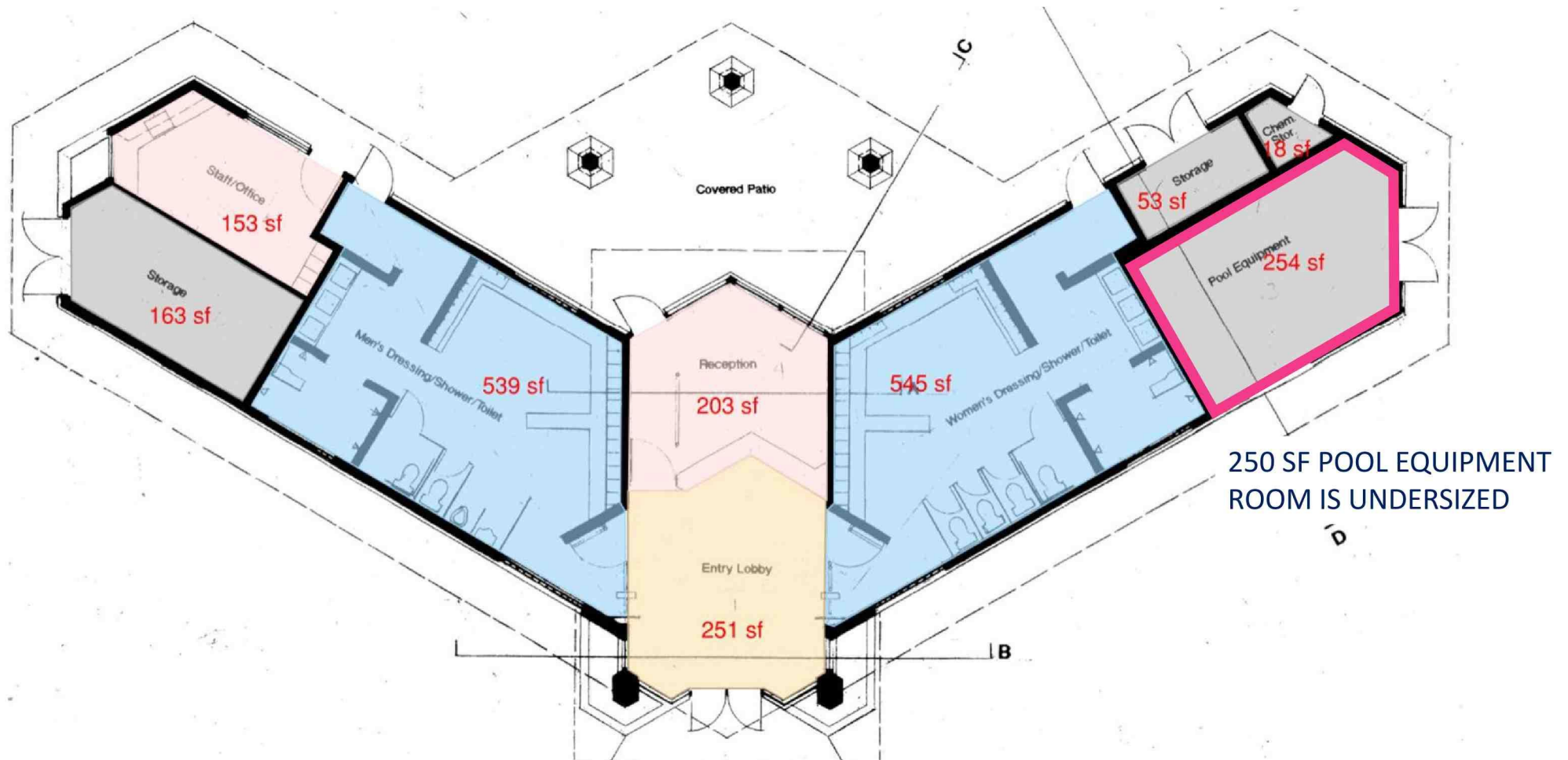


SITE IMPROVEMENTS: estimated cost range \$650,000 to \$900,000

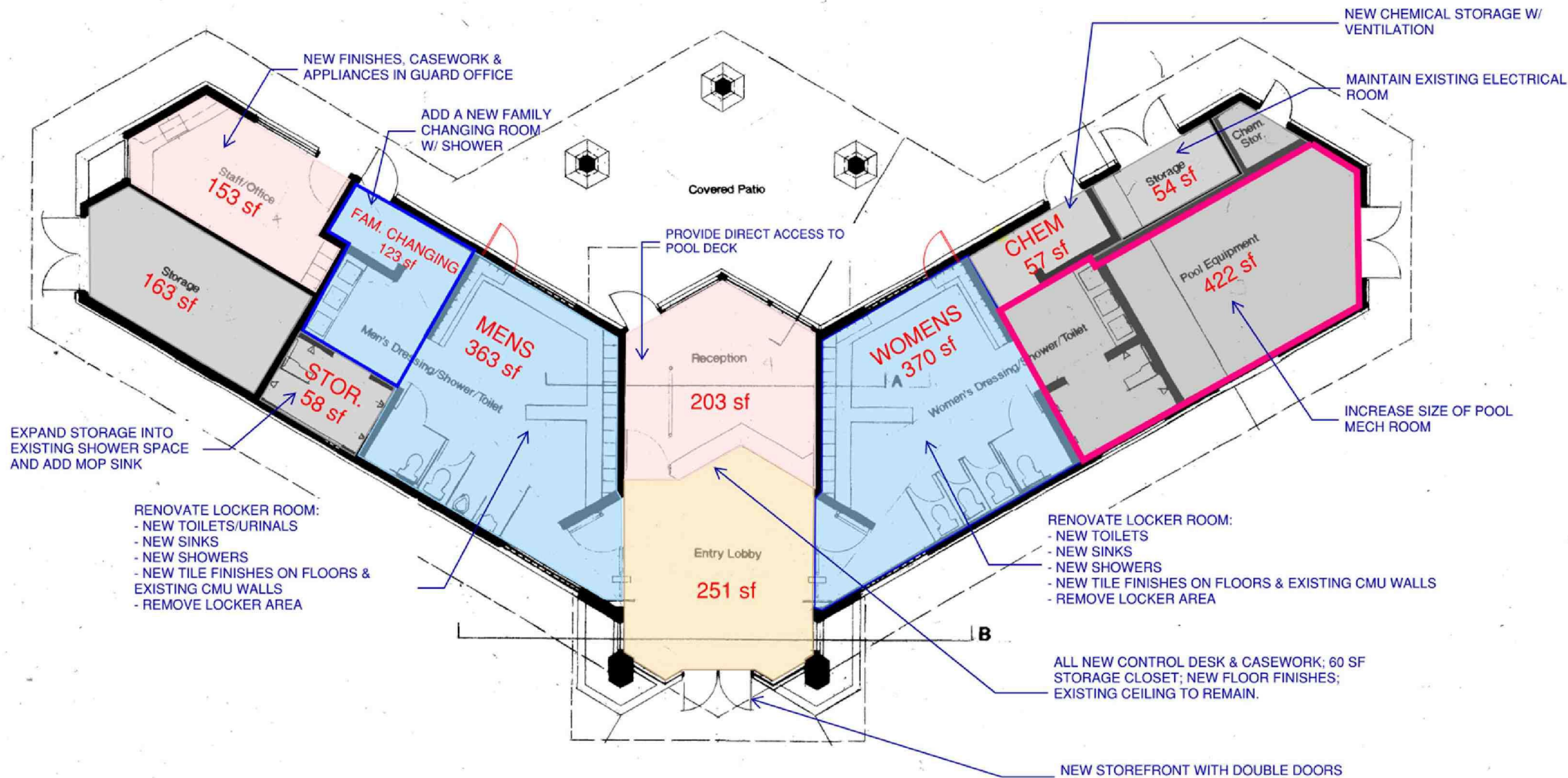
- New concrete pool deck with improved grading and drainage (approx. 13,650 SF)
- New shade structures and provide an additional 800 SF of shade
- Pool Demolition
- Required Site Work & Utilities
- Upsize Water Tap Fee



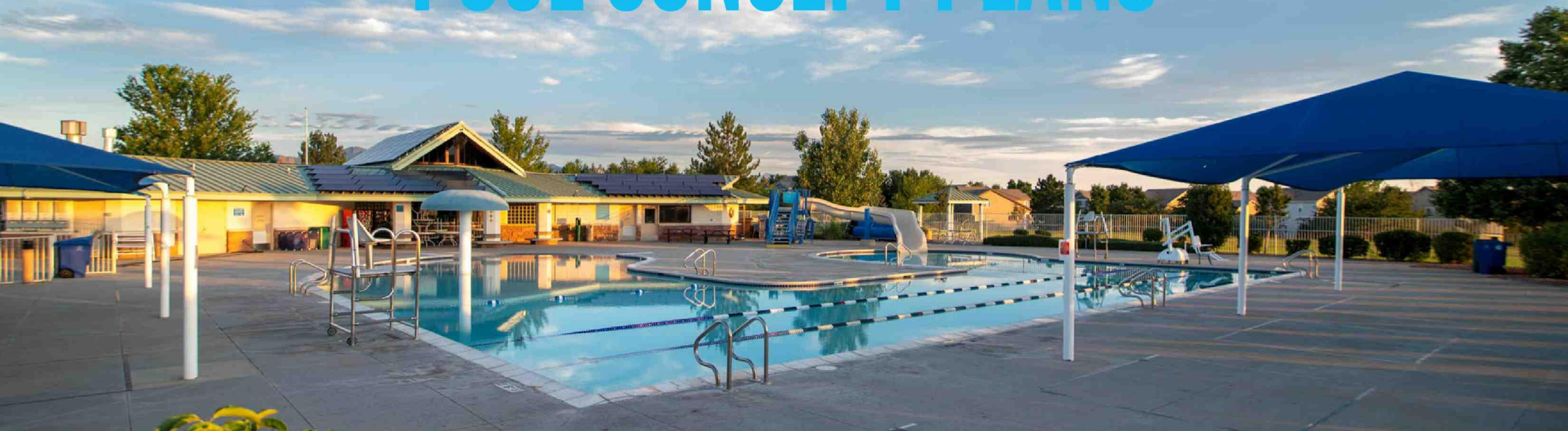
EXISTING BATHHOUSE PLAN



PROPOSED RENOVATION: estimated cost range \$1.06 M to \$1.3 M



POOL CONCEPT PLANS



EXISTING POOL METRICS



4,050 SF OF WATER

Zero Depth Entry:	20 Linear Ft.
Leisure Pool Area:	2,332 SF
Water Depth:	0'-0" to 3'-6"
Lap Pool & Plunge:	3 lanes, 1,725 SF
Water Depth:	3'-6" to 5'-0"
Wading Pool:	500 SF
Water Slide:	12ft. High
Deck Area:	10,250 SF
User Capacity:	270 people

OPTION 1: RENOVATE EXISTING POOL



4,050 SF OF WATER

Zero Depth Entry:	20 Linear Ft.
Leisure Pool Area:	2,332 SF
Water Depth:	0'-0" to 3'-6"
Lap Pool & Plunge:	3 lanes, 1,725 SF
Water Depth:	3'-6" to 5'-0"
Deck Area:	10,250 SF

User Capacity: 270 people

Renovation Cost: \$1,650,000 – \$2,050,000

Detailed Breakdown / Inclusions:

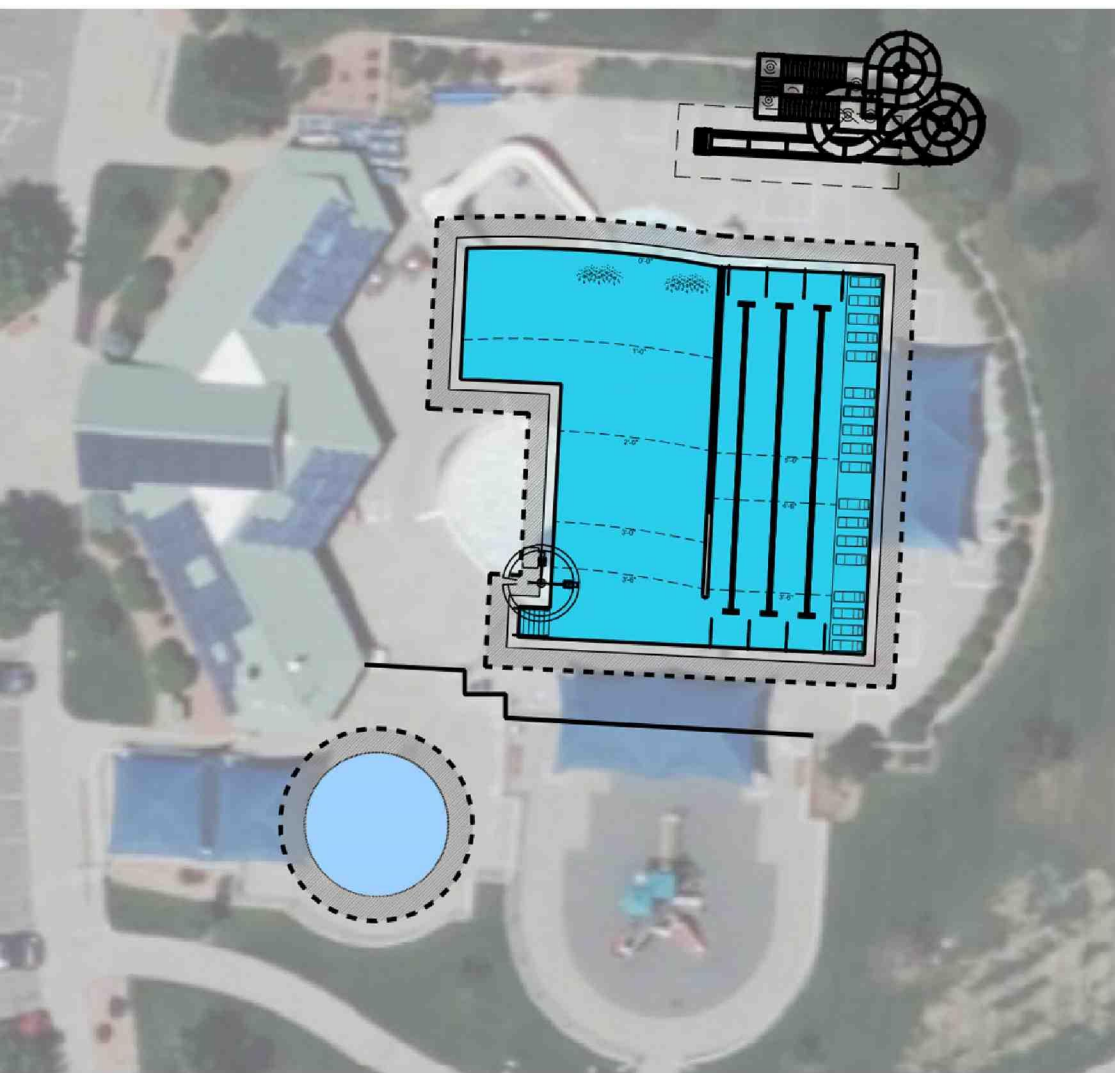
New 600 SF Splash Pad \$350k-475k

New 25 ft. Water Slide \$450k-600k

Refinish Pool Shell

Upgraded Water Features

OPTION 2: BASE LIFESTYLE POOL W/ EXPANDED ZERO DEPTH AREA



5,300 SF OF WATER

Zero Depth Entry: 50 Linear Ft. (facing south)

Leisure Pool Area: 2,800 SF

Water Depth: 0'-0" to 3'-6"

Lap Pool & Plunge: 3 lanes, 1,800 SF

Water Depth: 3'-6" to 5'-0"

Deck Area: 8,360 SF

User Capacity: 300 people

Renovation Cost: \$2,900,000 – \$3,100,000

Detailed Breakdown / Inclusions:

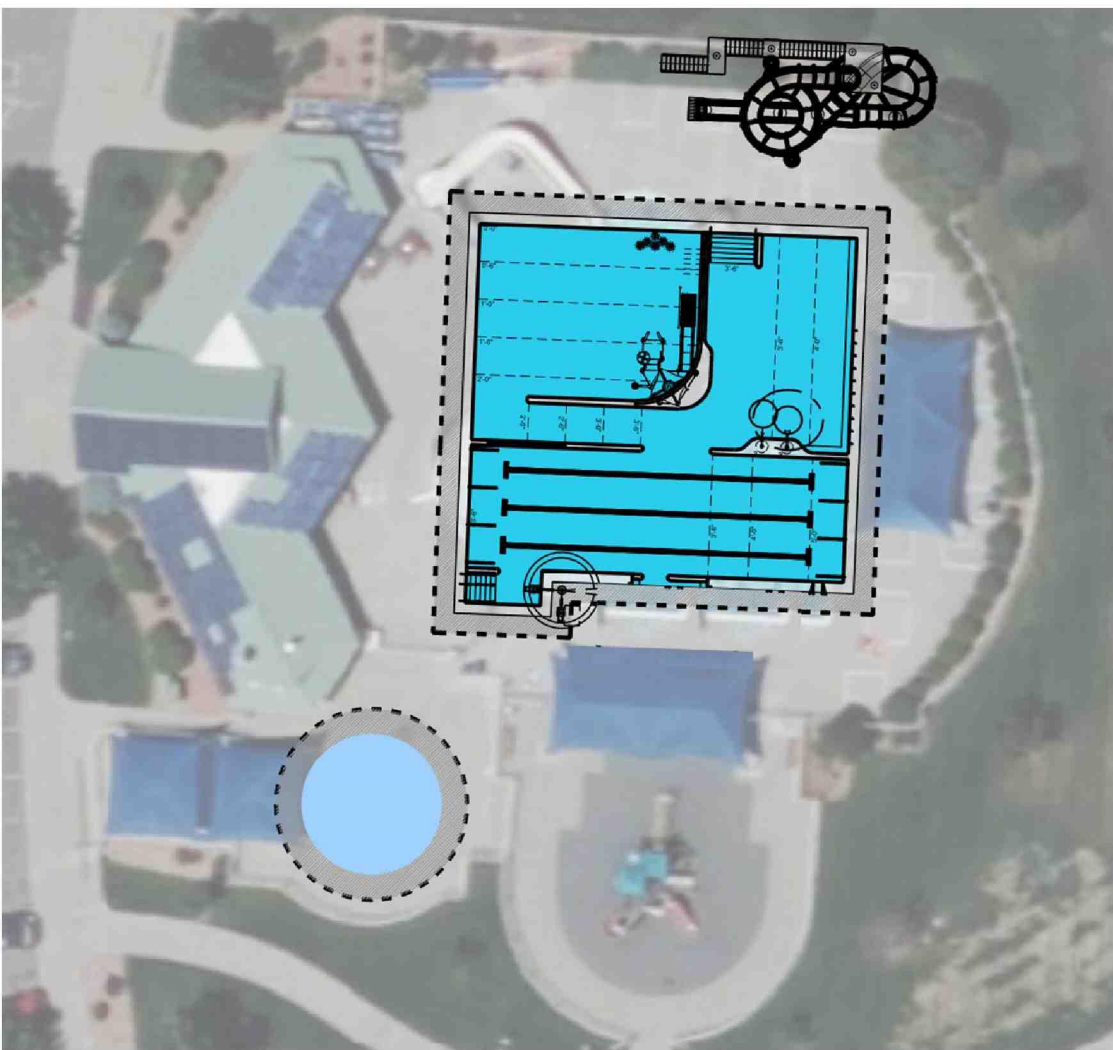
New 600 SF Splash Pad \$350k-475k

New 25 ft. Water Slide \$450k-600k

Upgraded Water Features

New 500 SF Sun Shelf

OPTION 3a: INTERMEDIATE LIFESTYLE POOL W/ PLAY FEATURES



5,400 SF OF WATER

Zero Depth Entry:	45 Linear Ft.
Leisure Pool Area:	3,000 SF
Water Depth:	0'-0" to 3'-6"
Lap Pool:	3 lanes, 1,800 SF
Water Depth:	3'-6" to 5'-0"
Deck Area:	8,340 SF

User Capacity: **333 people**

Renovation Cost: **\$3,320,000 – \$3,450,000**

Detailed Breakdown / Inclusions:

New 600 SF Splash Pad \$350k-475k

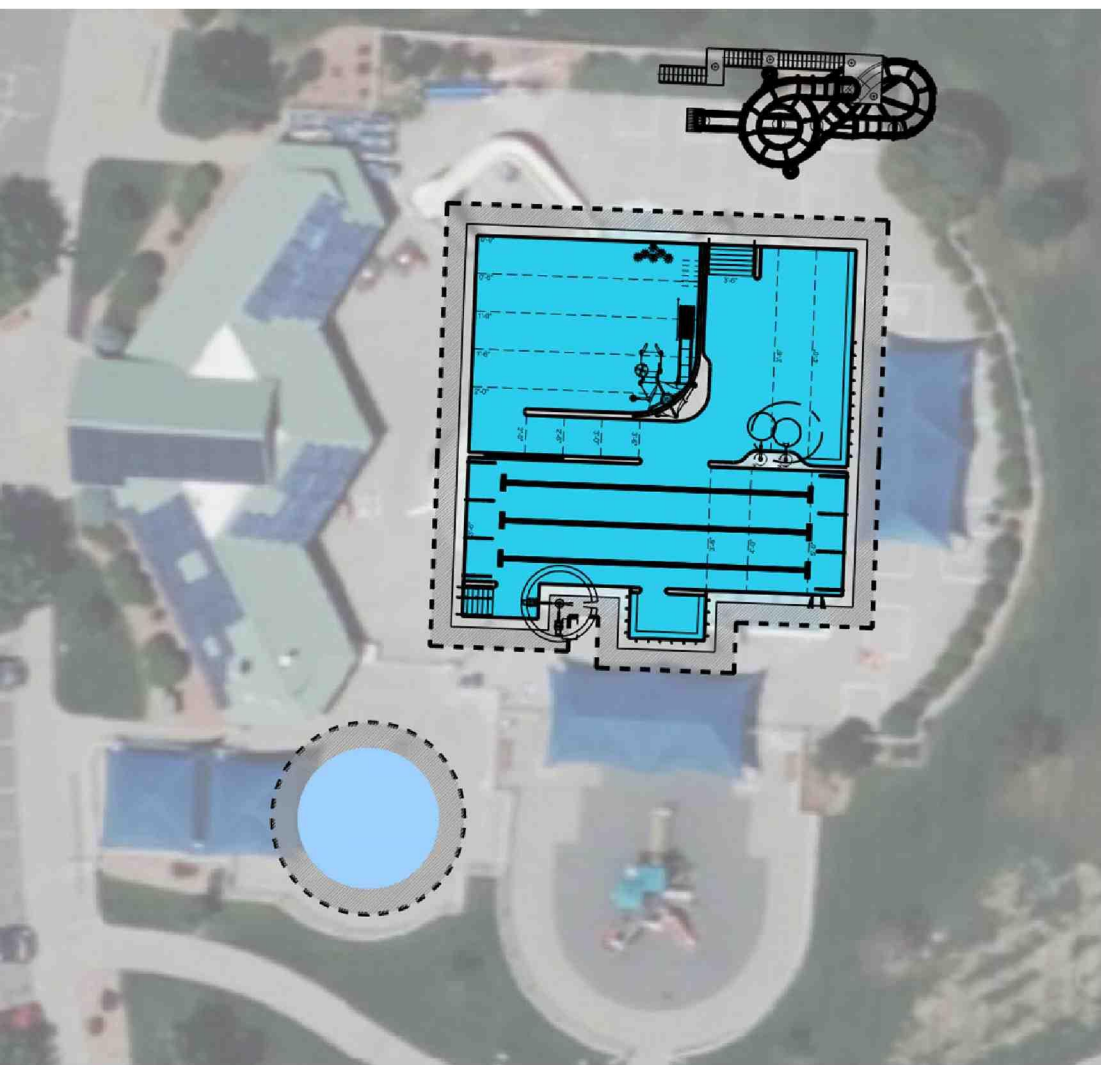
New 30 ft Water Slide \$530k-700k

Upgraded Water Features

New Play Structure

Restorative Jets & Shelf Seating

OPTION 3b: INTERMEDIATE LIFESTYLE POOL W/ HYDROJET ALCOVE



5,400 SF OF WATER

Zero Depth Entry:	45 Linear Ft.
Leisure Pool Area:	3,000 SF
Water Depth:	0'-0" to 3'-6"
Lap Pool & Plunge:	3 lanes, 1,800 SF
Water Depth:	3'-6" to 5'-0"
Deck Area:	8,340 SF

User Capacity: **333 people**

Renovation Cost: **\$3,420,000 – \$3,580,000**

Detailed Breakdown / Inclusions:

New 600 SF Splash Pad \$350k-475k

New 30 ft Water Slide \$530k-700k

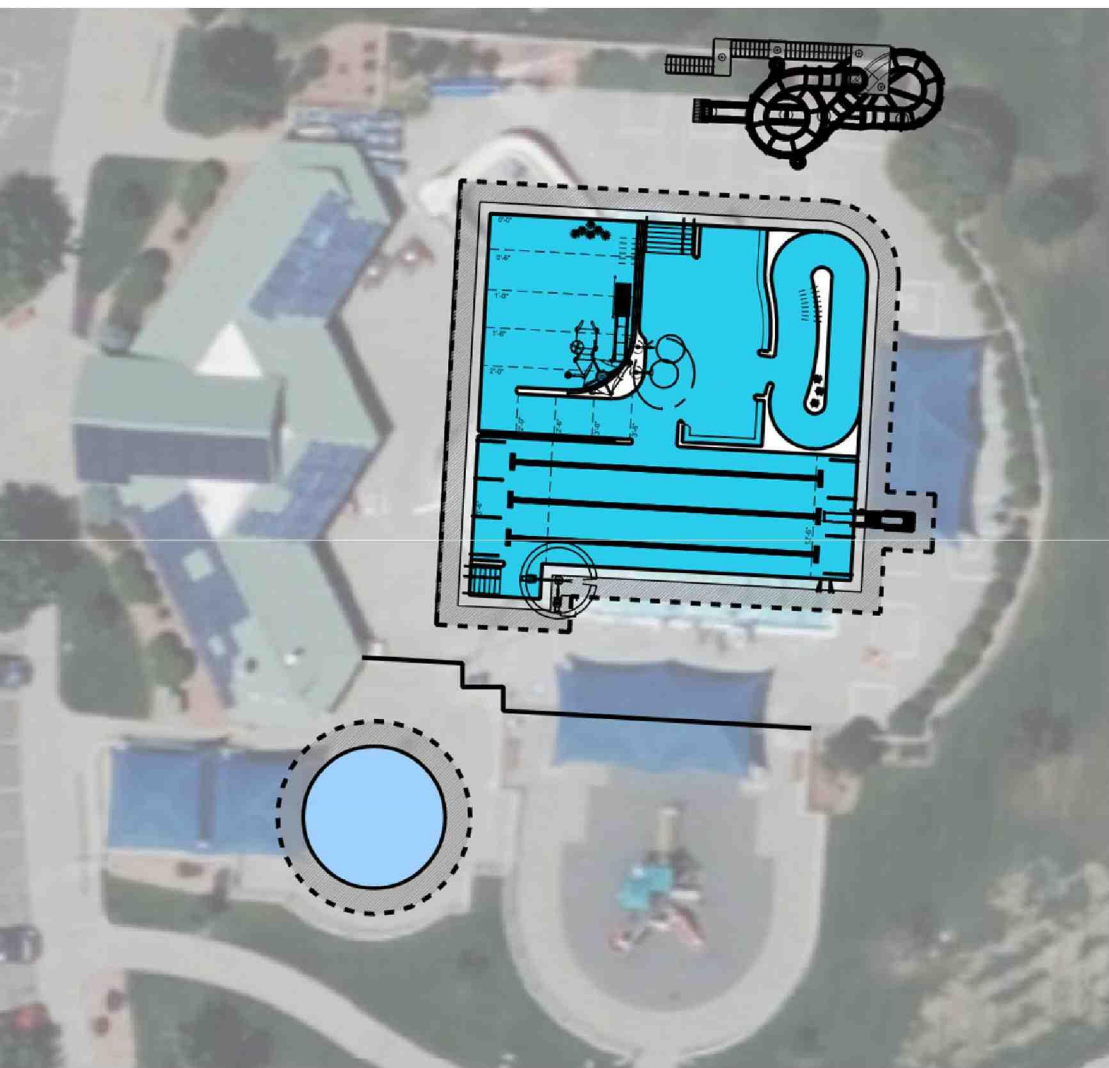
Upgraded Water Features

New Play Structure

Restorative Jets & Shelf Seating

Heated Hydrojet Warm Water Alcove \$100k-130k

OPTION 4: COMPREHENSIVE LIFESTYLE POOL W/ CURRENT CHANNEL & DIVING



5,200 SF OF WATER

Zero Depth Entry:	30 Linear Ft.
Leisure Pool Area:	2,300 SF
Water Depth:	0'-0" to 3'-6"
Lap Pool & Plunge:	3 lanes, 1,800 SF
Water Depth:	3'-6" to 12'-6"
Deck Area:	8,500 SF

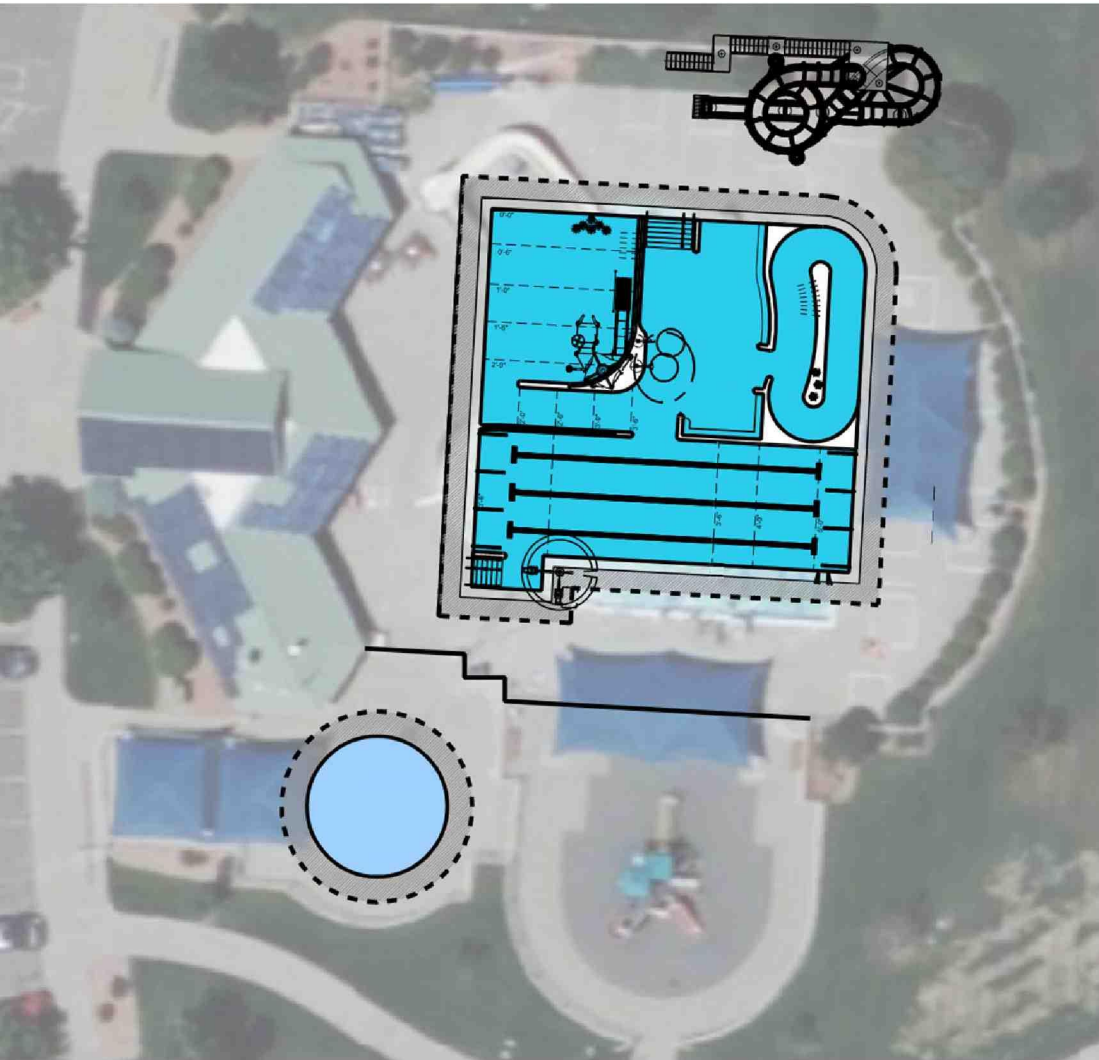
User Capacity: **333 people**

Renovation Cost: **\$3,620,000 – \$3,800,000**

Detailed Breakdown / Inclusions:

New 600 SF Splash Pad	\$350k-475k
New 30 ft Water Slide	\$530k-700k
Current Channel 600 SF	\$105k-135k
1M Diving Board	\$195k-215k

OPTION 5: STAFF RECOMMENDATION



5,200 SF OF WATER

Zero Depth Entry:	30 Linear Ft.
Leisure Pool Area:	2,300 SF
Water Depth:	0'-0" to 3'-6"
Lap Pool & Plunge:	3 lanes, 1,800 SF
Water Depth:	3'-6" to 5'-0"
Deck Area:	8,500 SF

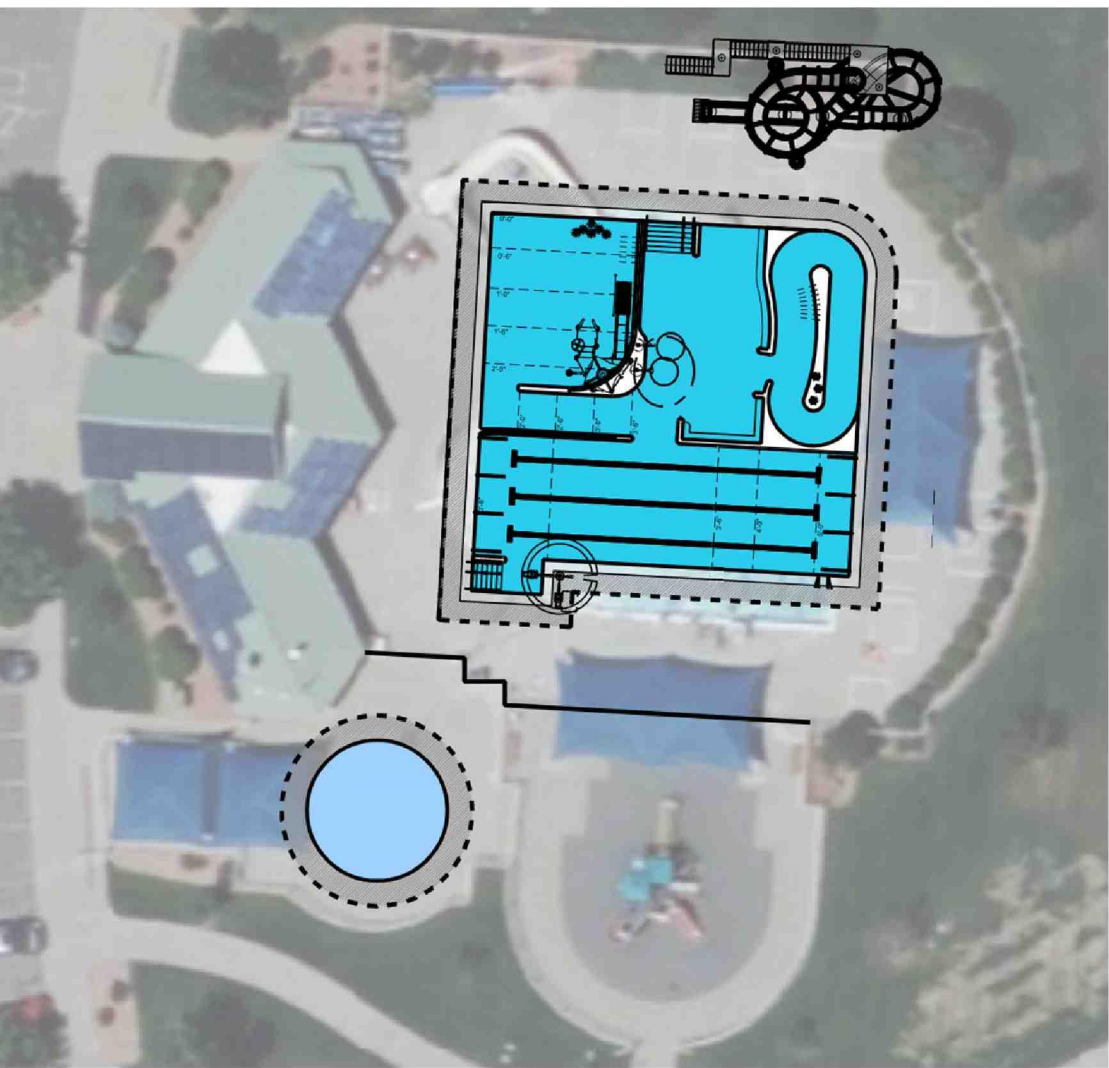
User Capacity: **333 people**

Renovation Cost: **\$3,345,000 – \$3,485,000**

Detailed Breakdown / Inclusions:

New 600 SF Splash Pad	\$350k-475k
New 25 ft Water Slide	\$450k-600k
Current Channel 600 SF	\$105k-135k
Upgraded Water Features	
New Play Structure	

PROGRAMMING ITEMS PRICE RANGE



Programming Options & Associated Cost:

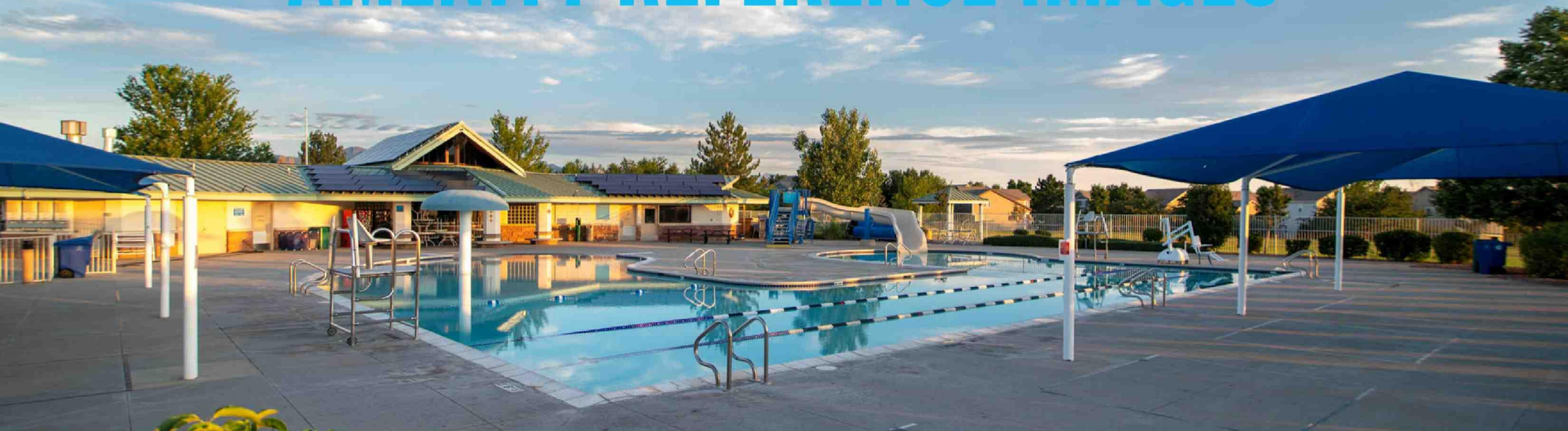
New 600 SF Splash Pad	\$350k-475k
New 25 ft Water Slide	\$450k-600k
New 30 ft Water Slide	\$530k-700k
Hydrojet Warm Water Alcove	\$100k-130k
Deep End with Diving Board	\$195k-215k
Current Channel	\$105k-135k
Additional Slide Flume	\$300k-350k

COST ESTIMATE



	OPTION 1 EXISTING	OPTION 2 BASE	OPTION 3 INTERMEDIATE	OPTION 4 COMPREHENSIVE	OPTION 5 STAFF RECOMMENDATION
WATER AREA	4,050 SF	5,300 SF	5,400 SF	5,200 SF	5,200 SF
ZERO DEPTH ENTRY	20 FT. LENGTH	50 FT. LENGTH	45 FT. LENGTH	30 FT. LENGTH	30 FT. LENGTH
NEW WATERSLIDE	25'-0" HIGH	25'-0" HIGH	30'-0" HIGH	30'-0" HIGH	25'-0" HIGH
LAP LANES	3 LANES	3 LANES	3 LANES	3 LANES	3 LANES
SUN SHELF	-	YES	-	-	-
HYDROJET ALCOVE	-	-	YES	-	-
CURRENT CHANNEL	-	-	-	YES	YES
DIVING BOARD	-	-	-	YES	-
POOL DEPTH	5'-0" DEEP	5'-0" DEEP	5'-0" DEEP	12'-6" DEEP	5'-0" DEEP
SPLASH PAD	YES	YES	YES	YES	YES
DECK SPACE	10,250 SF	8,360 SF	8,340 SF	8,500 SF	8,500 SF
USER CAPACITY	270	300	333	333	333
POOL COST ESTIMATE	\$1.65-2.05M	\$2.90-3.10M	\$3.32-3.58M	\$3.62-3.80M	\$3.34-3.48M
BATHHOUSE & SITE COSTS	\$1.71-2.19M	\$1.71-2.19M	\$1.71-2.19M	\$1.71-2.19M	\$1.71-2.19M
SOFT COSTS	\$500k-600k	\$700k-800k	\$700k-800k	\$700k-800k	\$700k-800k
2025 FILTER WORK (deduct)	(\$190k-240k)	(\$190k-240k)	(\$190k-240k)	(\$190k-240k)	(\$190k-240k)
TOTAL PROJECT ESTIMATE	\$3.67 - 4.61M	\$5.12 - 5.85M	\$5.54 - 6.33M	\$5.84 - 6.55M	\$5.56 – 6.23M

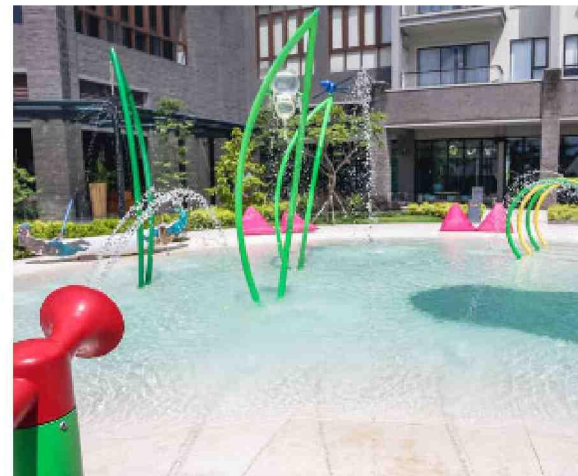
AMENITY REFERENCE IMAGES



Lifestyle Pool Amenities: Modest Play Structures



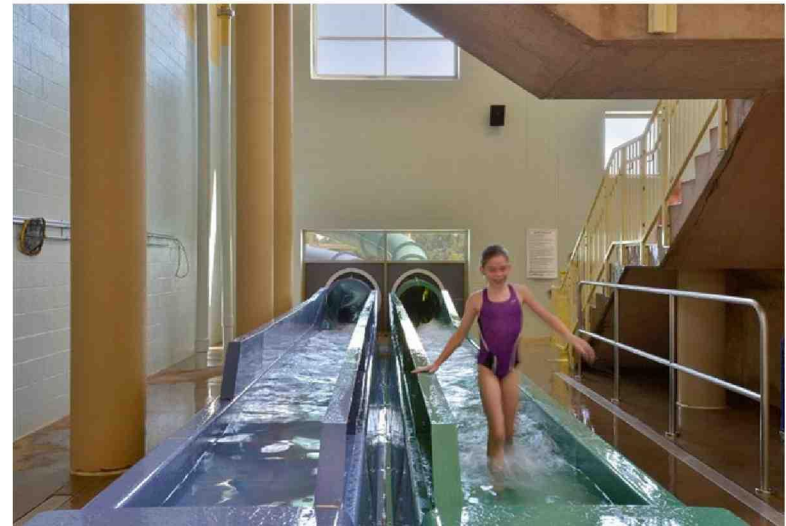
Lifestyle Pool Amenities: Vertical Features



Lifestyle Pool Amenities: Geysers & Restorative Jets



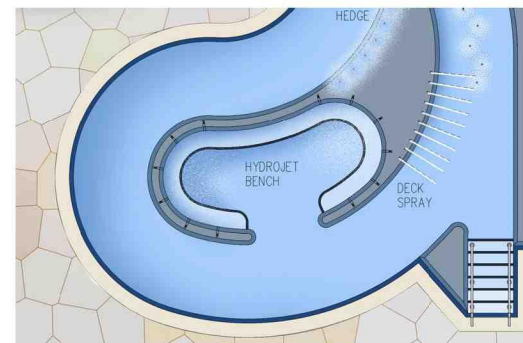
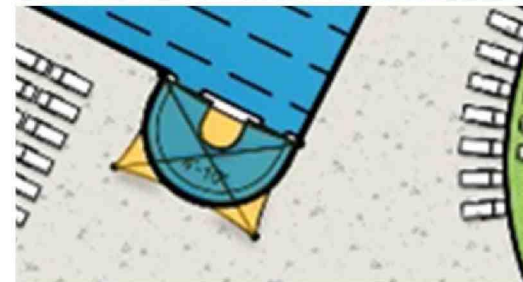
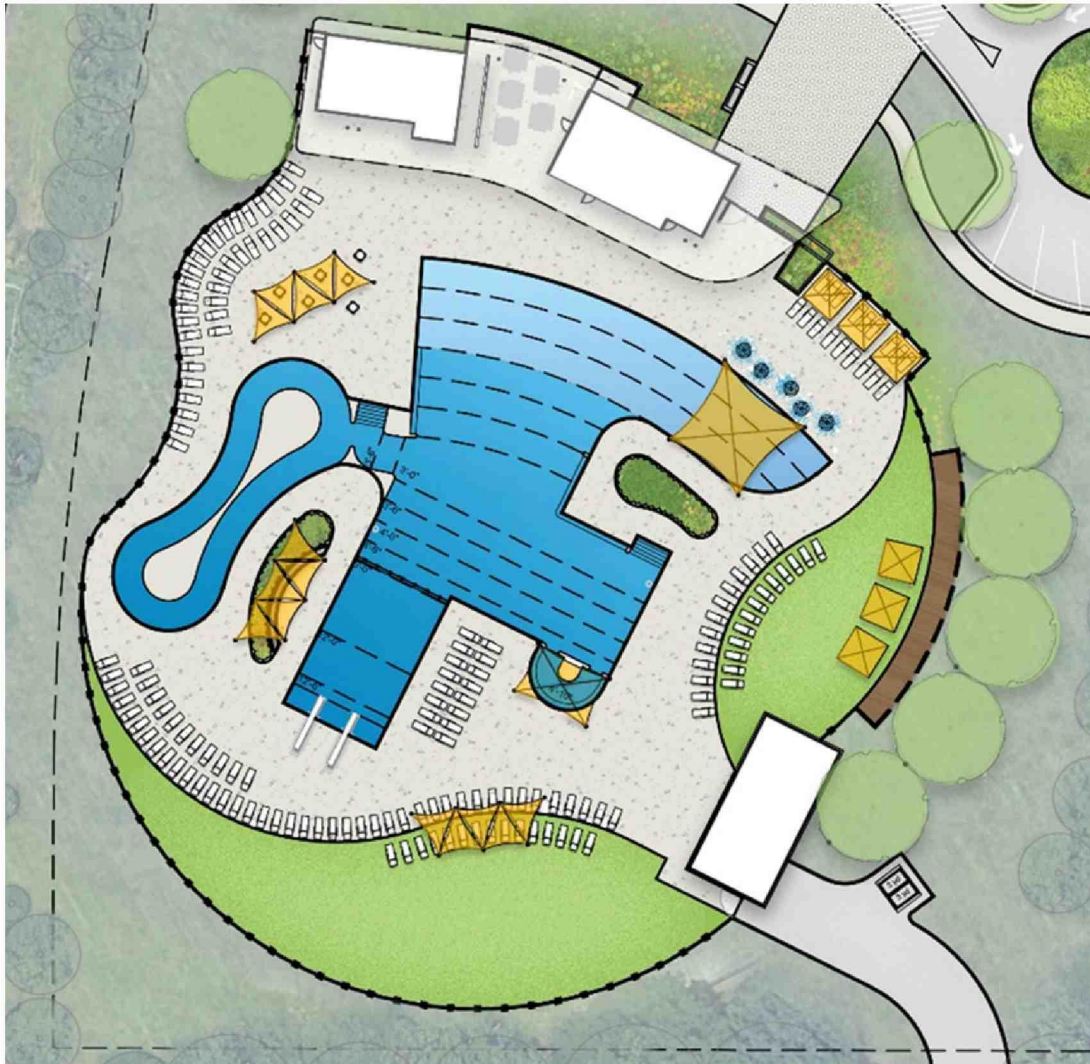
Waterslides with Runout Flumes



Interactive Splash Pads



Heated Hydro Jet Alcove





Town Board Meeting Minutes

October 27, 2025
Town Hall, 124 E. Coal Creek Drive
Superior, CO 80027
6:00 p.m.

Call to Order: Meeting of Town Council

Preliminary Matters

Pledge of Allegiance

Roll Call

Present: Mayor Mark Lacis
Mayor Pro-Tem Jason Serbu
Council Member Heather Cracraft
Council Member Mike Foster
Council Member Jenn Kaaoush
Council Member Stephanie Miller
Council Member Neal Shah

Absent: None

Others Present: Assistant Town Manager Martin Toth
Town Attorney Nicholas Hartman
Town Clerk Shannon Dujardin

Approval of Agenda

Mayor Lacis asked if there were any changes to the agenda. Council Member Miller asked to pull item 5e (Consideration of Resolution of the Town Council of the Town of Superior Approving the Purchase of the Coyote-Hawk sculpture and the Silencio sculpture)

Motion: Council Member Heather Cracraft moved to approve the Agenda with item 5e pulled, seconded by Council Member Stephanie Miller. **Vote:** CARRIED. 7 – 0

Executive Session

Motion: Council Member Neal Shah moved to enter executive session, seconded by Council Member Mike Foster. **Vote:** CARRIED. 7 - 0

Council Reports

Public comment given by Michelle Gazarik and Brad Walker via Zoom

Presentation – Residential Waste Collection Services Update– Republic Services

Presentation given by:

Alexis Bullen, Sustainability Manager

Steve Gilmore, Republic Services Municipal Relationship Manager

Matthew Silva, Republic Services Operations Manager

Consent Agenda

- a. Approval of Council Meeting Minutes
- b. Acceptance of Advisory Committee Meeting Notes
- c. Approval of Extra Mile Proclamation
- d. Consideration of Resolution Approving the Coyote Ridge Parking Lot & ADA Trail Construction Contract
- f. Consideration of Resolution Supporting the Building Together Project through the DOLA Accessory Dwelling Unit (ADU) Grant Application
- g. Consideration of Resolution Appointing Members to the Open Space Advisory Committee

Motion: Council Member Heather Cracraft moved to approve the consent with item 5e pulled, seconded by Council Member Mike Foster. **Vote:** CARRIED. 7 – 0

Consideration of Resolution of the Town Council of the Town of Superior Approving the Purchase of the Coyote-Hawk sculpture and the Silencio sculpture

Motion: Council Member Stephanie Miller moved to approve the Resolution to Purchase of the Coyote-Hawk sculpture and the Silencio sculpture, seconded by Council Member Neal Shah. **Vote:** CARRIED. 7 - 0

Public Hearing - Consideration of an Ordinance Rezoning Lots 1-2, Block 2 and Lots 1-2, Block 7 of Minks Addition to Mixed-Use (M-U)

Motion: Mayor Mark Lacis moved to approve an Ordinance Rezoning Lots 1-2, Block 2 and Lots 1-2, Block 7 of Minks Addition to Mixed-Use (M-U), seconded by Council Member Neal Shah. **Vote:** FAILED. 0 – 7

Public Comment given by Ross Morgan and Bob McLaren

Public Comment via emails attached

Adjournment (9:12 p.m.)

Mark Lacis, Mayor

Shannon Dujardin, Town Clerk

Begin forwarded message:

From: Daryl McCool <[REDACTED].com>
Date: October 25, 2025 at 1:34:51 PM MDT
To: Town Council <towncouncil@superiorcolorado.gov>
Cc: Original Town <[REDACTED]>
Subject: No Rezoning Rezoning Lots 1-2

To the Superior Town Council,

I am writing to express my strong objection to the proposed rezoning in Original Town that would allow multi-use development with three-story buildings up to 40 feet in height without a Planned Development (PD). This proposal is completely out of character with neighborhood and deeply concerning to residents who have fought to rebuild and restore our community after the Marshall Fire.

Equally troubling is Mr. Simkus's continued attempt to exploit the tragedy of the Marshall Fire for personal development gain. His repeated claims of being a fire victim do not reflect the reality of those of us who truly experienced the devastation firsthand. Using our community's hardship as leverage to justify dense, profit-driven development is unacceptable and disrespectful to those who have genuinely struggled to rebuild.

We urge the Council to reject this rezoning request and require a PD process that ensures transparency, accountability, and meaningful community input. Our town deserves development that reflects care, balance, and respect for those still recovering, not projects that undermine our recovery and the character of Original Town.

Thank you for your attention and commitment to protecting the integrity of our community.

Sincerely,

Daryl McCool

Resident, Original Town Superior

From: Laurel Russell [REDACTED] >
Date: October 26, 2025 at 10:53:37 AM EDT
To: [REDACTED]
Cc: Town Council <towncouncil@superiorcolorado.gov>
Subject: Re: [OriginalTown] No Rezoning Rezoning Lots 1-2

I totally agree with Daryl. No Rezoning.

Think about your home and what you would like right next door to it. Is this something you would approve if it were next door to you? If not, vote no rezoning.

Thank you
Laurel Russell

On Sat, Oct 25, 2025, 1:34 PM Daryl McCool <[REDACTED]> wrote:

To the Superior Town Council,

I am writing to express my strong objection to the proposed rezoning in Original Town that would allow multi-use development with three-story buildings up to 40 feet in height without a Planned Development (PD). This proposal is completely out of character with neighborhood and deeply concerning to residents who have fought to rebuild and restore our community after the Marshall Fire.

Equally troubling is Mr. Simkus's continued attempt to exploit the tragedy of the Marshall Fire for personal development gain. His repeated claims of being a fire victim do not reflect the reality of those of us who truly experienced the devastation firsthand. Using our community's hardship as leverage to justify dense, profit-driven development is unacceptable and disrespectful to those who have genuinely struggled to rebuild.

We urge the Council to reject this rezoning request and require a PD process that ensures transparency, accountability, and meaningful community input. Our town deserves development that reflects care, balance, and respect for those still recovering, not projects that undermine our recovery and the character of Original Town.

Thank you for your attention and commitment to protecting the integrity of our community.

Sincerely,

Daryl McCool

Resident, Original Town Superior



Notes
Advisory Committee for Environmental Sustainability (ACES)
October 9, 2025
5:30 PM
Superior Community Center
1500 Coalton Road

This meeting will be held in person and online. Members of the public may [participate in the meeting via Zoom](#)([instructions](#)) or [view the meeting on YouTube](#) (closed captioning available). The recording of the meeting will be made available on [YouTube](#) and at [SuperiorColorado.gov](#) after the meeting.

1. Call Meeting to Order (5:32 PM)
2. Preliminary Matters
 - a. Roll Call
 - Present: Jim Zarske, Michelle Gazarik, Lisa Barnes, John Heckman, Miles Hoffman (present for motion approval)
 - Absent: Patrick Payne
 - Staff Present: Alexis Bullen
 - b. Approval of Agenda
 - c. Public Comment (limit 5 minutes/person): None
3. Updates
 - a. Town Council Liaison
 - RAQC is developing a blueprint for strategies to improve air pollution. Jen will send a copy of the blueprint to ACES. There is a retreat to discuss the blueprint on 11/7/2025.
 - The mayor will present the State of Superior on October 29 at the Civic Space
 - b. Town Staff
 - Hiring staff specialist
 - A candidate for ACES will be interviewed by Town Council at the Monday meeting
 - Superior is applying for a the Boulder County Sustainability grant to fix inverters for the solar panels at the South Pool
 - Waste diversion was great at Chili Fest (62%)
 - An EV truck (Ford Lightning) purchase for Parks and Rec is on the agenda for own Council approval at Monday's meeting.
 - The Town Volunteer Dinner will be held on November 6

4. Discussion Items

- a. Energy and EV Code updates & grant presentation
 - The Town is planning to update the energy code in 2026
 - Superior has been part of a Regional Energy Code Cohort for front range communities since Phase 1 (2021)
 - The Cohort is now in Phase 3
 - The IECC 2024 Code is the baseline for the Cohort code.
 - The Colorado Energy Office & Energy has prepared a statewide code that is also considered by the Cohort.
 - The Regional Cohort Amendment Package has been prepared. It meets or exceeds the 2024 IECC Code and simplifies the State Code since it is tailored to the metro region Climate Zone (5B).
 - The Code Package will apply to new construction only.
 - The Code Package provides options for stronger electric preferred pathways
- b. Other Codes being considered
 - Updating all 2024 Building Codes
 - Adopting Wildland-Urban Interface (WUI) code
 - Updating Electric Vehicle Code –to meet state model code to clarify requirements for EV charger installations and right size for new development
- c. DRCOG Building Policy Collaborative Subaward (grant from EPA)
 - \$300,000 is allocated for Superior and staff is working on the application to describe how it will be used. Superior will partner with Safe Build on implementation.
- d. Event educational tool
 - CU engineering students, River Paramto and Phoebe Fisher, presented a prototype for a new tabletop interactive educational tool for ACES to use at events
 - The tool is a table-top pinball machine that will result in users getting various questions about sustainability and possibly a prize
 - Nov 15 will be the engineering expo at CU where the tool will be displayed
- e. Fall Fest Volunteers
 - John and Jim volunteered to attend the Fall Fest
 - Lisa will stop by the booth
- f. Holiday event swag
 - Michele moved to spend the remainder of the budget on swag for the upcoming holiday events
 - Lisa seconded
 - Unanimously approved
- g. Eco-Leader update
 - Michelle and Alexis met with the Superior Eco Leaders
 - Eco Leader training will be Oct 30 from 5:30 to 7:30 at the Civic Center space – through Eco Cycle
- h. ACES 2026 Workplan
 - Alexis marked up the 2025 Workplan based on changes for 2026

- Discussion of ACES charter, historic approach to workplans
- Some members made concrete discussion. Discussion will need to continue next time and be based on track changes updates to the Dropbox by ACES members

5. Adjourn (7:38 PM)

Action Items:

- 1) Develop one-pager on preserving food leftovers
- 2) All ACES members can add suggestions to the 2026 Work Plan in Drop Box in track changes

Next Meeting: November 13, 2025, at the Superior Community Center



Notes
Parks and Recreation Advisory Committee (PARC)
October 15, 2025
7:00 PM
Superior Community Center
1500 Coalton Road

This meeting was held in person and online. Members of the public may [participate in the meeting via Zoom \(instructions\)](#) or [view the meeting on YouTube](#) (closed captioning available). The recording of the meeting will be made available on [YouTube](#) and at [SuperiorColorado.gov](#) after the meeting.

1. Call Meeting to Order
2. Preliminary Matters
 - a. Roll Call – (Not a Quorum, since less than five)
 - Present: Brent Hartman, Burton McKenzie, Lindsay Kerr, Martha Siegmund
 - Absent: Saadia Aurakzai-Foster, Tim Martin, Justin Willis
 - Staff Present: Bryan Meyer
 - b. Approval of Agenda
 - c. Public Comment (limit 5 minutes/person)
3. Discussion Item(s)
 - a. Planned attendance and focus for final meetings of the year
 - Brent will send out updated attendance sign up to make sure PARC can have a quorum at the remaining meetings of the year, and into next year for some of the major events.
 - b. Plan for next park walk through prior to November 19th meeting – Miners or Central Park?
 - Burton, Lindsay and Martha can join. Miners Park would be a better option since Central Park is not yet finished.
 - c. Review TOS 2026 Budget to help with drafting PARC 2026 Work Plan
 - TOS 2026 budget was approved last week by Council. Design Concepts is drafting a comprehensive checklist for parks around town.

Pirate Park needs some work. Replacing lights on tennis courts has been delayed until 2027. Council recently approved \$120K new money for SCC front desk redesign. The committee discussed the need to review and revise the 2025 PARC Priorities List and in combination with the 2025 Work Plan, in order to help with developing PARC's 2026 Work Plan.

- d. PARC 2026 Work Plan – finalize during November meeting – same as above
- e. Discretionary budget update, end of year PARC swag order
 - The committee discussed using the remaining funds available from PARC 2025 discretionary fund to purchase more swag, such as first aid kits and sunscreen before the end of the year.

4. New Business and Updates

a. Updates from Town staff

- Town Staff updated the PARC Committee on the SCC reception desk redesign for \$120K which was approved, and work will start early 2026. Design Concepts provided evaluations for the parks, such as facilities, playgrounds, landscaping, etc.... Bryan discussed updated pool designs after value engineering, which is still in process. Will have some updated renderings and plans for the pool projects by the next November PARC meeting. Community Park Playground rebuild is in motion, and will be completed in May, 2026, subject to weather. Central Park dog park is currently temporarily closed to provide new shade structures.

b. Updates from Town Council Liaison

- No updates

Meeting Summary Points

PARC's discussion items included attendance for the remaining PARC meetings of the year, and into 2026 to ensure adequate quorum. The committee planned the next park walk through of Miners Park in advance of the November 19th meeting, and reviewed TOS 2026 Budget to help with drafting PARC's 2026 Work Plan, which will be finalized at the November meeting. Staff provided updates on the SCC front desk redesign, the timeline for Design Concept's evaluation of the condition of TOS parks throughout town, and will have updated pool plans that should be ready for PARC's November meeting.

5. Adjourn



**Meeting Notes
Superior Historical Commission (SHC)
Friday, October 17, 2025
10:00 a.m.
Superior Community Center
1500 Coalton Road**

The Council meeting will be held in person and online. Members of the public may [participate in the meeting via Zoom \(instructions\)](#) or [view the meeting on YouTube](#) (closed captioning available). The recording of the meeting will be made available on [YouTube](#) and at [SuperiorColorado.gov](#) after the meeting.

1. Call Meeting to Order
2. Preliminary Matters
 - a. Roll Call
 - Present: Larry Dorsey, Karen Waligorski, Errol (Wally) Waligorski, Mary Cartwright, Scott Phillips, Dalton Valette, Maureen Hogg, Jill Roberts, Susan Stanish
 - Absent:
 - Staff Present: Jennifer “JG” Garner, Arts & History Supervisor
 - Town Council representative present: Jason Serbu
 - Guests: Paul Gibbs
 - b. Approval of Agenda – motion made by Dalton to amend date correction from published version, Larry seconded
 - c. Public Comment (limit 5 minutes/person)
3. General Updates, & Debriefing
 - a. Updates
 - i. Correspondence, completed/required
 - Mary – still needs to send an email to Jack Bowes about the map he loaned us to copy. Lisa K. recently donated some items found after the Marshall fire. No correspondence to her yet.
 - Karen – sent Mary C. a sympathy card for her sister’s passing.
 - JG – provided new town-themed cards for use in correspondence.
 - ii. Marshall Fire Remembrance, all advisory group subcommittee, via CAPS

- Dalton – subcommittee had two interviews with potential designers and reviewed their qualifications and proposals; have a meeting coming up next Monday when they will determine a formal recommendation for the Town Council on which one to select.
- iii. RFI log and Mass Media list
 - Maureen – has not seen any input for either one.
 - JG – Larry provided info to the Daily Camera about the Annual Fall Program events this week and they published an article about it; we can add that to the list
- iv. Donor(s), Lions Club, & recent donations
 - Karen – most recent donation is from Jill Roberts of 1940s Christmas ornaments; does the Commission want to officially accept them? Group agreed that we would. Jill had prepared a donation form and Karen will follow that and log with accession number the way Jill described. We may want to do the box separately since it's not an ornament but is historic.
 - Mary – any progress on the Lions Club video? Per JG, there have been no responses yet from the email requests she has made. The group brainstormed ways to get going on some first steps.
- v. QR code signage and partnership with CAPS
 - Dalton – expressed thanks to JG for ordering the signs that will have the QR codes; we're working on determining where these will be located.
 - JG – ordered 15 signs; 13 to be split between CAPS and Historic and last 2 will go to Lions for their tree donation. Signs are aluminum, 8" wide and 24" tall; plaque will have description and code. Lions' sign will have their logo; town logo will be on the others. First 7 go to CAPS. Need to determine where we'll put these for Historic. JG provided some suggestions but is open to recommendations. This is a pilot; next year we could have more. QR code will take you to the website which enables more ADA accessibility than having a lot of information on an interpretive sign. Dalton and JG will keep working on list and send it to Commission for review and input.

b. Debriefing

- i. October 4 open museum day – fairly quiet at both locations in the morning, but there were more in the afternoon, especially at Grasso (trail traffic); Karen mentioned Marilyn Morgan has been in touch with her, we have a few items to give back to her and she has some more things to give to us that are uniquely Superior.
- ii. October 10 work session – this was time well spent; we outlined the process for documenting workflow of when donations come in; Mary and Larry worked on getting the military uniform upstairs in Asti; Karen and Susan worked with Larry on

clarifying location of some mystery items; all phonograph records are now photographed and entered into CatalogIt. Karen raised the issue of some missing donation forms that it turns out were not actually missing but perhaps were not completed in the first place. Some may need to be completed retroactively.

iii. October 15 Annual Fall Program

- Dalton – everything went incredibly well; about 50-60 people were able to go on the Breathing Healing bus and we had about 30 people attend the evening program by Right Relationships Boulder. The group agreed the programs were excellent and we're glad we were able to host them; thanks for all for the planning and hats off to town staff for communications and event management.
- Wally – I wonder if we could get an image or poster of the artwork on leather displayed in the Breathing Healing bus? It would be nice to display that in one of the museums.
- There was other group discussion about how we could incorporate some of the Fort Chambers connection content into our exhibits going forward.

iv. October 16 2nd grade field trip

- Larry – it went well; the Eldorado groups were a little smaller than the previous group from Superior Elementary; they were enthusiastic.
- Jill – things went well with the groups at Asti as well; we incorporated opportunities for them to touch the irons as reward for not touching other things; a parent contacted Jill about learning more about SHC artifacts.

v. Heritage Roundtable and ANFRM

- Larry could not attend Heritage Roundtable yesterday due to the field trips; ANFRM is taking place next Monday, the Altona School House will be the featured historic location.

4. Work Plan Check-in

a. Discussion Items

- i. 2026 Annual Work Plan – JG will email this year's work plan out for us to review in preparation for working on this during our November meeting and then finalizing in December meeting. Scott suggested we could review the Town's Comprehensive Plan as well to see how that may impact what we recommend. JG will send that out, too.
- ii. Collection management – JG purchased the CatalogIt license and we have 10 seats for access. Currently JG, Jill, Susan, and Kathryn Jenks (town staff) are using seats. Dalton, Mary, Larry, and Karen would also like to use the remaining seats.
- iii. Volunteer update

- Dalton provided an update on volunteer Jade's work on the trail name suggestions we are going to share with OSAC.
 - Dalton – it will be good for us to keep Nancy Thomas informed of upcoming events and volunteer opportunities.
- iv. Lost Superior update
- Maureen – nothing to report yet as she has been focused on the Stroll and Scroll Walking Tour content.
 - JG – if others have updates, please share with Maureen.
- v. Stroll and Scroll Walking Tour; review copy content
- Maureen – she provided rough draft yesterday; she and JG are still working on some fact checking regarding the cemetery and details on Town Hall building and other locations.
 - Jill – would some of these link to a map per what is going on the QR code signs? The group discussed how this would work with those in terms of the map for the self-guided tour. Dalton – we can figure out how to integrate these in a two-pronged approach.
 - Jason – it would be good if we could also incorporate this concept into some of the signage near open space areas to indicate accessibility (where it is and where it stops, e.g., on Boulder County open space areas).

b. Upcoming Events

- i. November 1 open museums, 10 a.m. - 2 p.m.; cemetery 11 a.m. – 1 p.m. Dalton – he can be available for both and believes Nancy Thomas can as well. JG said she will be out of town. Scott said he can volunteer for the cemetery if he has the big notebook about the cemetery for support. JG – we have a new sign for the cemetery, what guidelines do we have for “weather permitting” open days? And how do we communicate out to people if those hours are closed or cancelled? JG will make some signs for us to put up on the cemetery fence if we need to notify people that morning that the cemetery is closed. Suggested terminology: “Quarterly open hours, weather permitting.” We wouldn't want it to be open if there are high winds or standing snow cover. Larry will be at the cemetery open hours in November to help Scott get oriented.
- ii. November 7, work session, 10 a.m. – this should have been the 14th per our usual scheduling but we will keep in on the 7th so more of us can make it that day.

5. Staff Updates

- i. November Budget report
 - JG: per the email there is no change to the budget because none of the invoices have hit yet, but there will be changes as of next month.
- ii. Future miner memorial design meeting with artist TBD

- JG – the artist was not able to attend the meeting today due to travel but will be at the November meeting to interact with us.
- iii. Privy roof – the shingles were donated and we had a contractor put them on; some wood working still needs to get done before we have the painting done.
- iv. CatalogIt membership – discussed above; we are all set on this.
- v. JG out of office October 27-31

6. Other

- a. JG has cemetery signs printed up and will have them put on the fence.
- b. Mary – looking at some of the equipment in the barn yesterday, we realized we need to start getting something to help preserve the wood on some of them; she will investigate what other museums use.
- c. Mary – the homestead house at Grasso now has some damp areas so there must be some leaks; Larry said he saw mold on the ceiling as well. JG will ask the Deep Roots guy to take a look and see what he recommends. Eventually we want to get a grant from History Colorado to do some restoration at Grasso overall but we have no sense yet of exactly what needs doing and how much it might cost. As a start it would be good to have a few recommended vendors we could speak with about more immediate issues like the roof leaks.

7. Adjourn – motion to adjourn was made by Scott and seconded by Maureen; motion passed unanimously.

Next meeting: Friday, November 21, 2025, at the Superior Community Center



***PROCLAMATION
VETERAN'S DAY***

WHEREAS, the willingness of America's veterans to serve our country has earned them our lasting gratitude; and

WHEREAS, on this, our Nation's 71st annual Veterans Day observance, we celebrate and honor the patriots who have fought to protect the democratic ideals that are the foundation of our country; and

WHEREAS, when the armistice ending World War I was signed on November 11, 1918, more than 4.7 million Americans put down their arms and turned to the work of strengthening our Nation. The end of that first global conflict was initially commemorated as Armistice Day. In 1954, Congress renamed the day as Veterans Day to recognize all those who have served in our Armed Forces; and

WHEREAS, throughout our history, citizens from every corner of America have assumed the duty of military life; and

WHEREAS, such service has required sacrifice, hardship, endurance, dedication, bravery, courage, and the highest level of patriotism; and

WHEREAS, those who have served our country deserve special attention; and

WHEREAS, in respect for and recognition of the contributions our service men and women have made, the Congress has provided that November 11 of each year shall be set aside as a legal public holiday to honor veterans.

NOW, THEREFORE, BE IT PROCLAIMED, The Mayor and Town Council of the Town of Superior, Colorado hereby dedicate and proclaim Tuesday, November 11, 2025 as Veteran's Day in the Town of Superior and urge all citizens of Superior to recognize the valor and sacrifice of our veterans and to remember that freedom is not free, and these are the men and women who paid for the freedom all of us enjoy today.

PROCLAIMED this 10th day of November, 2025.

Mark Lacis, Mayor



Item Number 6d

Information for Meeting of the Superior Town Council

Agenda Item Name: Third Quarter 2025 Financial Report

Meeting Date: November 10, 2025

Presented by: Matt Magley, Town Manager
Jeff Stone, Finance Director

Presented for: Discussion

BACKGROUND

Quarterly, the Town Council receives a summary report reviewing the financial condition of Superior. Attached is the Q3 2025 report for the Council's review and the September 2025 income statement.

ATTACHMENTS

- 3rd Quarter 2025 Financial Report
- September 2025 Income Statement



QUARTERLY FINANCIAL REPORT

3rd QUARTER 2025

3rd QUARTER 2025 HIGHLIGHTS

Executive Summary:

Sales tax revenues are up 11.1% through May (compared to 2024). However, 9.1% of the increase is the result of the new 0.315% 2025 Capital Improvement Program (CIP) sales and use tax. If that new tax is removed the sales tax is up 2%. The new sales and use tax are being allocated into two new funds. One fund for the new Capital projects fund and one fund for the new debt service fund to repay the bonds that were issued in June.

The new CIP Fund revenue will be used for the debt payments on the bonds. The bond proceeds from the debt issue, issued this year, will allow the Town to accelerate capital projects including street projects, pool renovations and other projects.

The Town submitted and has received payment for almost all of the outstanding FEMA projects from the Marshall Fire. The remaining payment is for the last 10% on the Granulated Activated Carbon (GAC) project in the Water Fund. Staff is also working on the category for staff time and hope to receive funds from that category as well.

Other Town revenues and expenses are generally at budgeted projections.

General Overview:

September 2025 summary of Town finances:

- *Revenues*
 - General Fund (GF) revenues up 13.2% from 2024 (slightly above 2025 budgeted levels). Increase in sales tax revenue (majority of increase coming from increased sales tax rate), fines and forfeitures, and miscellaneous make up a majority of the revenue increase. The miscellaneous increase comes from the FEMA payment from the Marshall Fire.
 - Total Water Fund revenues down 5.1% from 2024 (at 2025 budgeted levels). The decrease comes from a decrease in system development fees paid in 2025 for Downtown Superior and other development. Water usage is 2.9% higher in 2025. Revenues in line with budget.

Other 2025 revenues are in-line with budgets.

- *Expenses*
 - GF down 14.8% from 2024. The majority of this decrease is the result of a portion of the General Fund transfer to the CIP fund was completed in 2024 and hasn't happened yet in 2025. Higher Legislative, Clerk,

Administration and Parks & Recreation in 2025. Additional Council special funds make up the Legislative increase. Clerk is higher with a change in the allocation of payroll costs for the Court Clerk. Administration is higher from new position in 2025, increase in chamber support, public web page costs paid earlier in 2025. Legal, Judicial, Building Inspection expenses and Fire building rebates are lower in 2025.

- Water down 18.8% from 2024. The result of lower Windy Gap Carriage and Power costs, lower repair and maintenance (potable lines) costs and fewer capital project expenses in 2025.

Other 2025 expenses are in-line with expectations.

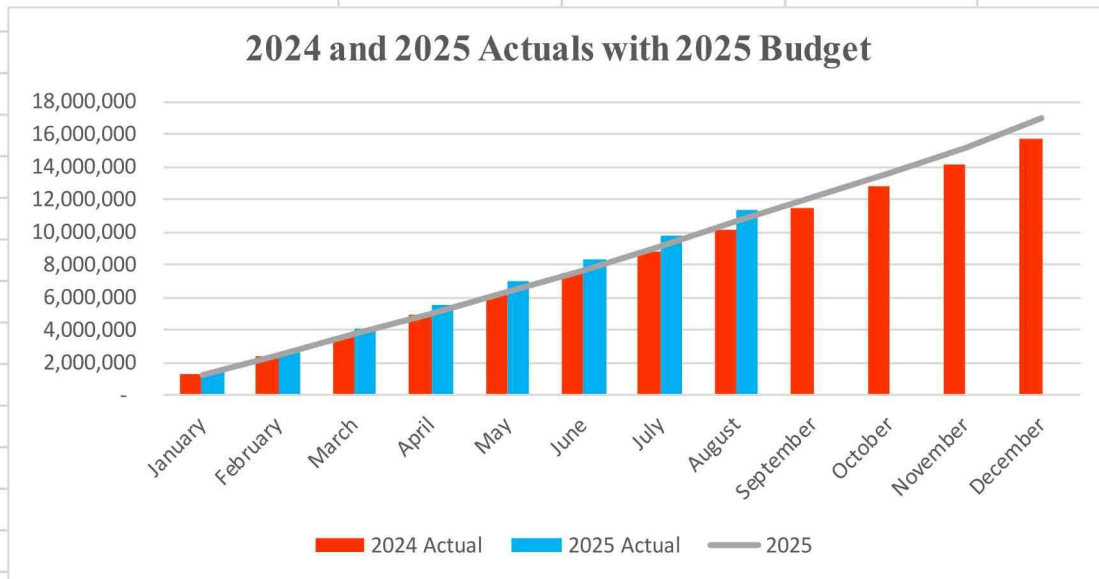
GENERAL GOVERNMENT

General Operations:

- **Revenue.** General Fund revenues are at budget expectations. The following graphs summarize Superior's sales and use tax receipts as well as total General Fund revenues:



Sales Tax Revenues - Through August 2025



2025 YTD Change in Sales Tax Revenues

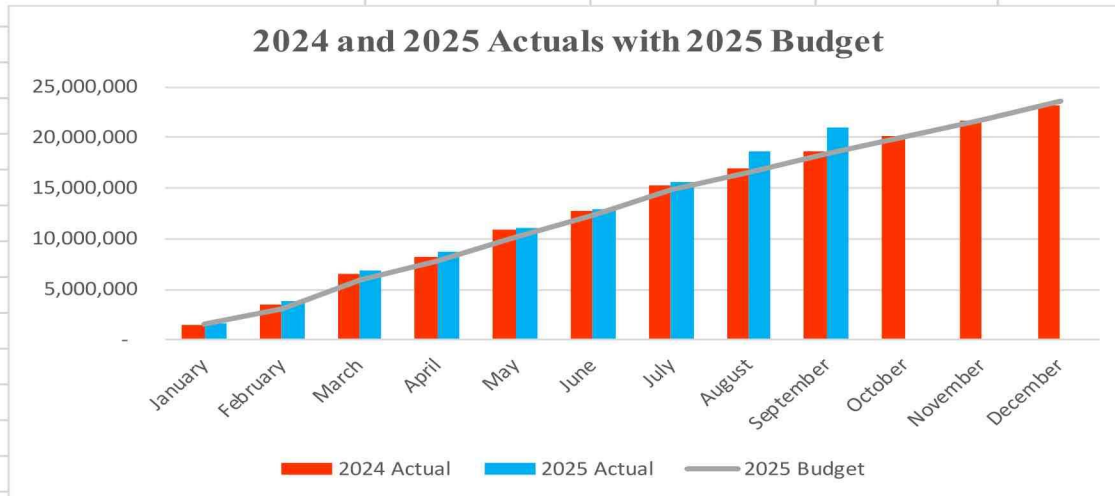
(2025 budgeted increase at 2% from 2024)

(An additional 9.1% budget increase with the new 0.315% CIP Sales tax added in 2025)

	2024	2025	Variance	
January	1,259,047	1,387,217	\$ 128,170	10.18%
February	2,357,397	2,631,559	274,162	11.63%
March	3,624,745	4,084,943	460,198	12.70%
April	4,903,946	5,494,164	590,218	12.04%
May	6,203,995	6,973,813	769,818	12.41%
June	7,512,483	8,314,998	802,515	10.68%
July	8,791,539	9,737,690	946,151	10.76%
August	10,171,027	11,301,145	1,130,118	11.11%
September	11,469,105		(11,469,105)	-100.00%
October	12,799,309		(12,799,309)	-100.00%
November	14,185,063		(14,185,063)	-100.00%
December	15,759,257		(15,759,257)	-100.00%



General Fund Revenues - Through September 2025



2025 YTD Change in General Fund Revenues

	2024	2025	Variance	
Sales & Use Tax	\$ 10,661,255	\$ 11,749,299	\$ 1,088,044	10.2%
Property Tax	4,202,306	4,286,056	83,749	2.0%
Other Tax	705,310	734,065	28,755	4.1%
Licenses and Permits	997,639	1,436,949	439,310	44.0%
Charges for Services	1,307,708	1,289,300	(18,408)	-1.4%
Fines and Forfeitures	90,363	150,322	59,960	66.4%
Miscellaneous	607,049	1,381,192	774,143	127.5%
Total Revenues	\$ 18,571,630	\$ 21,027,182	\$ 2,455,552	13.2%

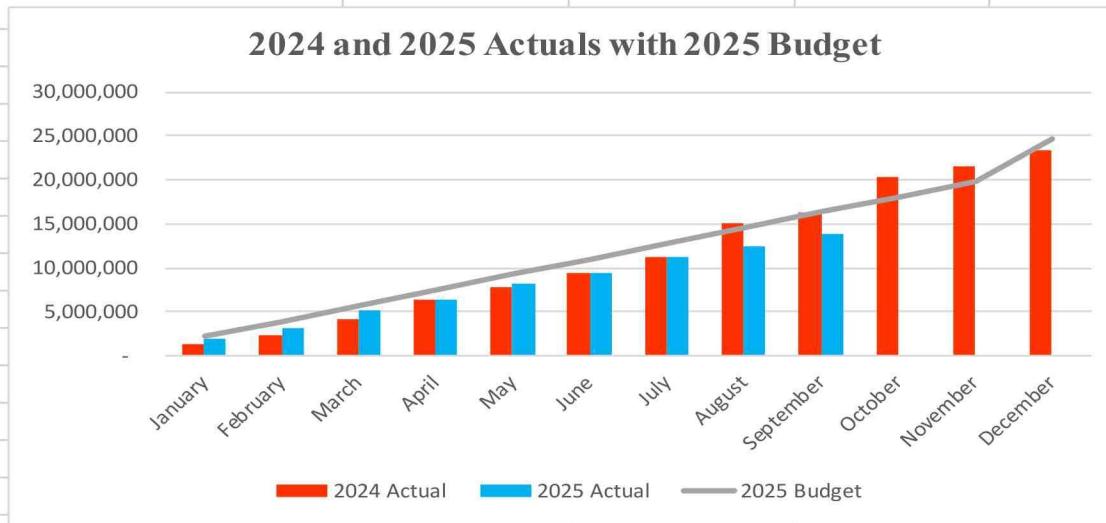
Notes:

- Building use tax up (127.5%) in 2025 when compared to 2024 with large apartment project permit pulled in August 2025. Sales Tax up at budgeted level.
- Property tax collections slightly above budget in 2025 with higher valuations than expected.
- Permit and Plan Check revenues up in 2025 with apartment project coming in higher than budgeted.
- Court Fines up from 2024. More traffic tickets paid in 2025 from Dec 2024 violations from extra patrols. Patrols also up in 1st quarter of 2025.
- Miscellaneous up with Boulder County RMMA invoice reimbursements, RC Superior payment for project management for water line project and \$729K FEMA reimbursement received in September 2025.

- **Expenditures.** General Fund expenses are at expectations.



General Fund Expenses - Through September 2025



2025 YTD Change in General Fund Expenses

	2024	2025	Variance	
Legislative	\$ 116,911	\$ 126,562	\$ 9,651	8.3%
Judicial	101,344	87,719	(13,626)	-13.4%
Clerk	141,385	161,791	20,406	14.4%
Administration	1,745,138	1,907,875	162,737	9.3%
Finance	460,420	458,573	(1,847)	-0.4%
Communications	486,497	493,657	7,160	1.5%
Legal Services	581,642	465,734	(115,908)	-19.9%
Public Safety	1,863,050	2,366,158	503,108	27.0%
Building Inspections	872,035	753,926	(118,109)	-13.5%
Parks & Recreation	3,030,976	3,225,160	194,184	6.4%
Public Works	1,994,039	1,969,501	(24,539)	-1.2%
Non-Departmental	4,271,998	1,383,109	(2,888,889)	-67.6%
Fire - Building Rebates	192,351	34,424	(157,926)	-82.1%
Library	436,673	452,048	15,376	3.5%
Total Expenses	\$ 16,294,459	\$ 13,886,238	\$ (2,408,222)	-14.8%

Notes:				
- Legislative: Additonal special funds and supplies in 2025.				
- Judicial: Lower personnel costs with position vacant for a few weeks in 2025 and new allocation for Court Clerk cost as additional percentage moved to Town Clerk.				
- Clerk: Higher personnel costs with new allocation for Court Clerk cost as additional percentage moved to Town Clerk. Higher training and travel costs in 2025.				
- Administration: Salaries and payroll costs higher in 2025, increase in chamber support, public web page costs paid earlier in 2025 than in 2024				
- Legal Services: Lower expenses in 2025 from lower airport attorney costs				
- Public Safety: Contract costs higher in 2025 with higher costs for deputies and Co-responder.				
- Parks & Recreation: Increased events and programming including new summer markets, building maintenance and part time salaries higher in 2025 due to new Civic Space opening.				
- Non Departmental: No FEMA parks expenses in 2025, new DTS parking and common area costs, Marshall Fire rebates lower in 2025. A portion of the General Fund transfer to CIP was done earlier in 2024.				

Government Capital:

- CIP Revenue. At expectations. Revenue is generated from an on-going 0.3% dedicated sales and use tax, plus transfers from the General Fund and Marshall Fire Recovery Fund.
- **Capital Improvement Program:**

GOVERNMENTAL CIP					
Project	Additional Description	Budget	Cost	Final Cost (If Project In Multiple Years)	Status
Fence Maintenance	Yearly contract for fence maintenance throughout Town	50,000			In progress, \$5,385 spent on Town-owned fence repair, will underspend by roughly \$30K
Irrigation Upgrades	Combine irrigation clocks and flow-sensing abilities to increase efficiencies in irrigation systems throughout Town	65,000			Will spend all on end of season and new irrigation clocks
Tree, Plant and Shrub Enhancement	Preserve, upgrade, maintain and replace plant materials.	230,000			In progress, will spend all with winter watering and tree removals
Vehicles	Replace Admin Jeep and 1 ATV	60,000			Waiting for final invoice expect to spent \$86,639, overspent by \$26K. Cost to outfit 2024 pickups with plow package and broom for Kubota

Community Center Building Improvements	Upgrade electrical panel for sustainability upgrades	50,000			\$9,495 spent on book lockers, Architect for front desk. Will spend all with electric panel upgrade and moving kids' area
Public Works/Parks Maintenance Operation Building	Start construction for combined Public Works and Parks maintenance building near WWTP	625,000			Building moved due to Xcel conflict. Building permit pending with construction to start in Q4.
Capital Building Maintenance	On-going project to maintain aging parks buildings and restrooms	15,000			In progress, will spend all
Playground Improvements	Projects directed by Town Council and Committee	100,000			In progress, will spend all
Shade Structures and Tree Additions	Addition of shade structures and trees for existing playgrounds in parks.	100,000			In progress, will spend all
Xeriscaping Projects	Ongoing enhancements throughout Town	75,000			\$90,338 spent on RCP median, expect an additional \$50K
Park Improvements - Shrub Bed	Multi-year project to replace the original evergreen shrubs installed at the inception of Rock Creek Ranch	75,000			In progress, will spend all
STC Parcel 1 & 2 Park (Superior Commons)	Install shade structure over stage. (Carryover Project from 2024) 2024 budget \$50,000				50% down payment of \$58,408 spent in 2024, will spend \$120K in total based on re-design. Project still in progress
Dog Park Renovations	Ongoing irrigation improvements, soil and sod amendments at Autrey Dog Park	25,000			In progress, will underspend this account by \$20K
Park Improvements - Other	General improvements throughout Town	75,000			Complete waiting on final invoices
Park Furniture Replacement	Multi-year project to replace the original, decaying wood park furniture.	30,000			In progress, will spend all
Historic Projects	Phase 2 Miner's Memorial	35,000			In progress, will spend all on Miners Memorial mold for bronze
Cultural Arts and Events	Projects developed via the Creative Placemaking Master Plan	70,000			In progress, expect to spend \$65K
Traffic Signal System Upgrades	Software and traffic detection upgrades at RCP/Indiana and Coalton/Indiana intersections	60,000			Software upgrades are in progress; detection equipment has been purchased, install and programming will occur in Q4
Vehicles	Replacement of pick-up truck, new combo asphalt roller, and additional Dually trailer	75,000			Ordering equipment and obtaining quotes

Public Works/Parks Maintenance Operation Building	Start construction for combined Public Works and Parks maintenance building near WWTP	625,000			Building moved due to Xcel conflict. Building permit pending with construction to start in Q4.
Street Replacement Program	Design, maintenance and construction of Superior's roadways. 2025 project includes improvements to Sagamore streets, Rock Creek Parkway (McCaslin Intersection to Ped Bridge, Coalton Rd (east of Rock Creek Parkway), Downtown Superior upgrades for RTD	2,650,000			RCP/McCaslin intersection construction complete. Sagamore paving construction complete. Coalton Road paving completed with striping to be completed in Q4. DTS RTD upgrades complete.
Rock Creek Parkway Underpass	Rehab of the RCP pedestrian underpass east of McCaslin Blvd. (CDOT grant funded 67%)	1,050,000			Construction substantially complete with punch list work remaining.
Street Sealing (Slurry Seals)	Slurry seal to extend life of asphalt. Will review needs in Rock Creek	200,000			Reclamite roadway treatment complete, waiting on final invoice.
Traffic Calming	Install traffic calming measures as recommended by the Traffic and Safety Committee	25,000			Monitoring traffic calming needs.
Sustainability Enhancements	Allocation for this project is intended to provide funding for grant matches to pursue sustainability enhancements	50,000			TBD
Enhanced Town Facility Communications	Multi-year project, adding cameras throughout the community for enhanced safety and security	20,000			Planning
Server Replacement	Servers typically on a five-year replacement schedule. 2025 projects traffic server and new GIS server	50,000			Added GIS to current server to limit spending; planning to upgrade traffic server still
Town Hall Council Chambers A/V and Equipment Improvements	On-going improvements of audio-visual equipment.	20,000			In progress: Listening Technology Devices purchased; replace digital recorder
Building Capital Maintenance	On-going project to maintain aging Town buildings	30,000			In Progress: Replaced insulation in Bungalow; still plan to replace windows at Town Hall
Downtown Superior Civic Space	Complete construction, furniture, fixtures and equipment for Downtown Superior office space provided by the master developer (Carryover project with 2024 total budget \$1.4M)	600,000			In progress, overspent. Currently at \$1,211,988. Final invoices for kitchen equipment still outstanding.
Comprehensive Plan Update	Update to Town's Comprehensive Plan and Transportation Plan (Total budget with 2024 \$300,000 50% grant funded)	225,000			In progress - project is on budget with expected completion in Q1 2026.

- **Conservation Trust:** Revenues at expectations.

CTF					
Project	Additional Description	Budget	Cost	Final Cost (If Project In Multiple Years)	Status
Pool Repairs and Improvements	Replaster North Pool	250,000			In progress, expect to spend all
Tree, Plant and Shrub Enhancement	Preserve, upgrade, maintain and replace plant materials.	80,000			In progress, expect to spend all

Class 1 Landscape:

- Revenue. At expectations. Revenue is generated from a monthly residential landscape fee, which increased 4% in 2025 (\$36.83 for single family detached home, \$30.70 for condominium/duplex, \$24.55 for apartment).
- Operating Expenditures. Slightly above budgeted amount the increase was from a rate study, higher electricity and drainage improvement expenses. A budget amendment was approved by the Council.

Open Space:

- Revenue. At expectations. Revenue is generated from an on-going 0.3% dedicated open space sales and use tax approved by Town voters in 2001.
- Operating Expenditures. Above budgeted amount the increase was for a grant funded project for wildfire fuels mitigation. A budget amendment was approved by the Council.
- Capital Expenditures:

OPEN SPACE					
Project	Additional Description	Budget	Cost	Final Cost (If Project In Multiple Years)	Status
Parking Lot Improvements	Oerman-Roche Trailhead parking lot improvements	20,000			In progress, will spend all
Master Plan Implementation	Various Open Space improvements per the Master Plan to include: trail and habitat improvements, interpretive signage, etc.	50,000			In progress, will spend all
Open Space Fuel Mitigation	Mitigation of vegetation, funded by HMGP Grant. (Will need a budget amendment as grant was awarded after budget approval)				In progress, \$106,050 spent on cool-weather grazing supported by BOCO SFMG (50%match). Will spend an additional \$110,000 this summer supported by FEMA HMGP (17.4% match)

Open Space Debt Service:

Debt was issued in 2006 for open space purchases. The Town took advantage of our one opportunity to refund this debt, which resulted in materially lower annual debt service payments (from roughly \$525k to \$395k) beginning partially in 2016 and then fully in 2017. The original debt issued and refunded will be paid off in 2025. Additional debt was issued in 2020 for the Coyote Ridge land purchase. Debt service is supported by an on-going 0.3% dedicated sales and use tax approved by Town voters in 2001. Debt service payments are scheduled through 2040.

Trash and Recycling:

- Revenue. Revenue is generated from a monthly trash and recycling fee for residential accounts in Original Town, Sagamore, Coal Creek Crossing, Rogers Farm, Calmante I/II, The Ridge, Lanterns, Downtown Superior and Superior (Autrey) Shores. The Town began this service in 2008. The Town bills customers for this service. During 2025, this fee changed to a pay as you throw model based on the size of the customers trash bin. 35 Gallon (\$19.14/month), 65 Gallon (\$30.58/month), 95 Gallon (\$42.02/month)
- Expenditures. Budget amendment was approved by the Council. The exclusive expense for this operation is the billing from our trash and recycling provider, Republic Service.

Marshall Fire Recovery Efforts:

- Revenue. Slightly above expectations. Revenue is generated from an on-going 0.16% dedicated sales and use tax approved by Town voters in 2022. This tax will expire in 10 years (12/31/32).
- Operating Expenditures. Budget amendment was approved by the council because of the estimate higher revenues. Revenues will be transferred to the CIP fund to support recovery projects.

SUPERIOR URBAN RENEWAL AUTHORITY – DOWNTOWN SUPERIOR

All property tax increment revenues from Downtown Superior are collected in this fund. SURA property tax increment revenues include all property tax revenue increases over the base year (2013). The incremental property tax revenues will be used to pay for a portion of public improvements inside Downtown Superior built by Metropolitan Districts and the developer. A portion of these revenues attributable to a mill levy imposed by Mountain View Fire Rescue (10 mills) and any increases in the mill levy imposed by any of the Town

of Superior, Louisville Fire, Boulder County or the Boulder Valley School District (BVSD) above the base year 2013 mill levy will be returned to these governmental entities. In 2025, Mountain View Fire will receive \$257,000, Louisville Fire \$61,000, BVSD \$102,000, and the Town of Superior \$174,000.

- Revenue. Higher than budget expectations with final valuations coming in higher than estimates.
- Expenditures. Higher than budget expectations. This is a clearing fund. All revenues essentially exit as expenses. Budget amendment approved by the Council.

SUPERIOR/MCCASLIN INTERCHANGE METROPOLITAN DISTRICT

Following a November 2000 vote, this District was created with taxing authority, bonding capacity and a financial framework to fund improvements to the McCaslin Boulevard/U.S. 36 interchange and surrounding area. The District consists of mostly of commercial, retail and office property southwest of the interchange, the Discovery office park and some areas within Downtown Superior. Property tax revenues from these developments are used for improvements and the maintenance thereof.

- Revenue. Above expectations. Slightly higher property tax revenues.
- Operating Expenditures. At budget expectations.
- Capital Expenditures: Lower than budget as Marshall/McCaslin Bike-Ped Signal Improvements will not be completed until 2026.

SMID					
Project	Additional Description	Budget	Cost	Final Cost (If Project In Multiple Years)	Status
Street Rehabilitation	Mill and Overlay Sycamore Street and 76th Street	900,000			Construction complete. Waiting on final invoices
Marshall/McCaslin Bike-Ped and Signal Improvements	Add bike lanes, enhanced pedestrian facilities, right-turn lane and replace traffic signal pole (Pursuing 50% grant funding)	1,000,000			Design proposals received and award to be made in Q4 with design starting in Q4.

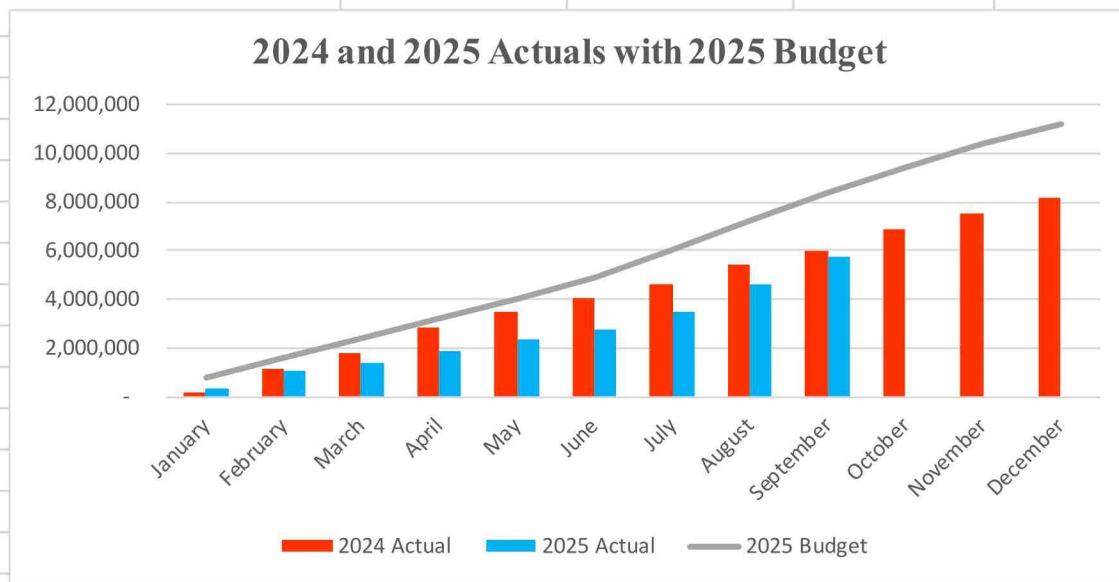
UTILITIES

Utility Operations:

- **Revenue.** Monthly utility service fee revenues are at expectations. 2025 utility service charge/fee increases include water operation at 7.5%, and sewer operation at 7.5%.



Water Revenues - Through September 2025



2025 YTD Change in Water Revenues

	2024	2025	Variance	
Charges for Services	\$ 2,745,883	\$ 2,826,453	\$ 80,569	2.9%
Miscellaneous Revenue (primarily Tap/System Development Fees)	3,276,011	2,887,006	(389,005)	-11.9%
Total Revenues	\$ 6,021,894	\$ 5,713,459	\$ (308,435)	-5.1%

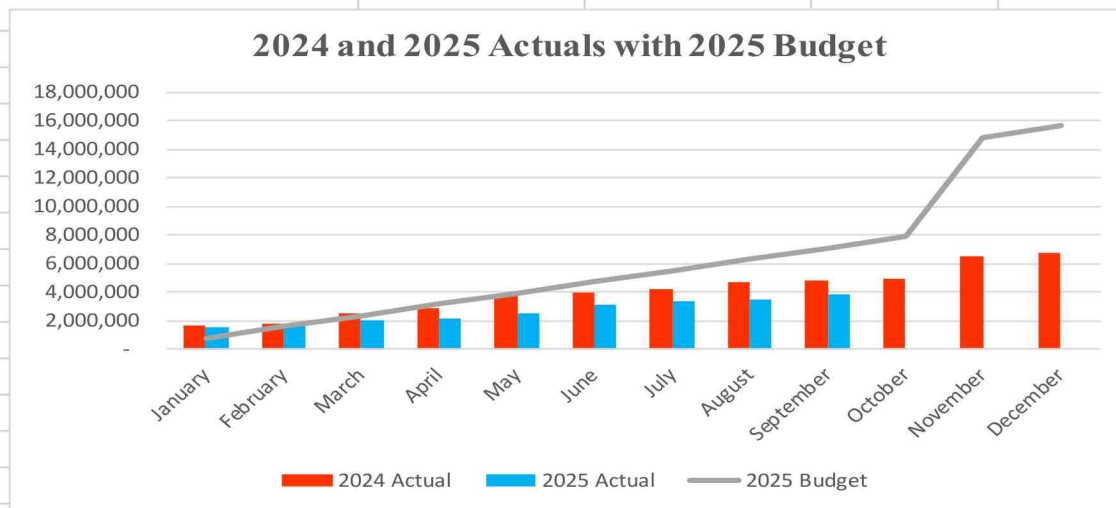
Notes:

Water charges for services up when compared to 2024. Fewer one-time system connection fees received in 2025 when compared to 2024.

- **Expenses.** Divisional operating expenses are within budgets.



Water Expenses - Through September 2025



2025 YTD Change in Water Expenses

	2024	2025	Variance	
Administration	\$ 34,632	\$ 32,606	\$ (2,025)	-5.8%
Water Supply	874,839	698,400	(176,439)	-20.2%
Water Treatment	345,062	315,023	(30,039)	-8.7%
Water Storage & Distribution	277,379	222,184	(55,195)	-19.9%
Non-Departmental	498,735	515,723	16,988	3.4%
Capital Projects	2,728,778	2,081,265	(647,513)	-23.7%
Total Expenses	\$ 4,759,425	\$ 3,865,201	\$ (894,224)	-18.8%

Notes:

- Administration:
- Water Supply: Windy Gap Carriage and Power expense lower in 2025.
- Water Treatment: Lower Chemical and Repair & Maintenance - Treatment Plant expenses in 2025
- Water Storage & Distribution: Potable lines repairs and maintenance lower in 2025.
- Non Departmental: Insurance expense higher in 2025.
- Capital Projects: Fewer projects to date in 2025. Windy Gap Firing Project payment (\$1,430,840) is lower by \$186k when compared to 2024.

Beginning in 2016, SMD1's annual debt service expenses decreased dramatically. The Town took advantage of our one opportunity to refund this debt (originally issued to build Superior's Water and Wastewater Treatment plants, Storm Drainage capital infrastructure and to purchase water rights) in 2016, which resulted in materially lower annual debt service payments (from roughly \$2.3m - \$2.6m to \$1.74m). This debt will be paid in full in 2025. These annual savings (\$530k - \$895k) have helped SMD1 to become financially self-sufficient (which means eliminating the transfer of monies from Superior's General Fund to support SMD1).

In 2020, SMD1's sewer operation entered into a \$6.82 million loan for wastewater treatment plant improvements. The loan term is through 2049.

Utility Capital:

- **Water:**

WATER CIP					
Project	Additional Description	Budget	Cost	Final Cost (If Project In Multiple Years)	Status
Repair & Maint Treatment Plant - Filter Media Replacement	Cleaning of filter media in finished potable water filters (10-year replacement schedule)	40,000	22,601		Completed
Granular Activated Carbon (GAC) System	Replace Granulated Carbon in two tanks	154,500			2024 Testing revealed cleaning media provided 60% removal rate which is good for current WQ standards and no need to replace media this year. Keeping project open for media adjustments should we require IEX for uranium removal or addition cleaning in future.
WTP Clarifloculator Rebuild	Rebuild and replace all mechanical equipment internal to West WTP Clarifloculator	260,000			Planning; RFB in process; meeting with manufacturers
Reuse System Upgrades	Connect Terminal Reservoir directly to the irrigation system	150,000			Waiting on State Engineers office and CDPHE
Smart Meters	Replace all water meters in town with smart meters. 50% grant funded project if awarded	2,250,000			Grant application not awarded in 1st round. Grant resubmitted in 2024 for possible award in 2025.

Water Main Transmission Line	New, upsized transmission water main to serve Original Town. The project will boost pressure and provide redundancy for overall Town supply	250,000			Construction substantially complete.
Water Pump Station Upgrades	Purchase four filtrate pumps, needed with the addition of the GAC and UV systems. 2025 pump replacement	300,000			Planning -we may need to increase motor size for Ion Exchange media
WTP Building Maintenance	Replacing doors at Water Treatment Plant	60,000			Planning
WTP Sludge Drying Beds	State to require water treatment plants to provide a solids handling facility as a means of dewatering sludge before sending to landfills. 2025 work includes finishing construction of liner and sludge pumping station	230,000			Project documents in review with the EPA
Potable & Irrigation Valve Installation	Multi-year project started in 2017 to install isolation valves, blow offs and/or hydrants for the reuse mainlines. Currently there is no way to repair some mains without shutting down entire areas of the system	70,000			Valves to be installed as needed in 2025.
Fire Hydrant Replacement	On-going project to replace old and damage hydrants	25,000			Hydrants to be replaced as needed in 2025.
Vehicles	Replacement of pick-up truck, new combo asphalt roller, and additional Dually trailer	37,500			Ordering equipment and obtaining quotes
Public Works/Parks Maintenance Operation Building	Start construction for combined Public Works and Parks maintenance building near WWTP	1,250,000			Plans submitted for building permit. Construction anticipated to start in 4 th Quarter.
Windy Gap Firming	Continued participation in firming project - initial construction, other costs	1,460,000			We continue attending WGP firming financial and operations meetings

- **Sewer:**

SEWER CIP					
Project	Additional Description	Budget	Cost	Final Cost (If Project In Multiple Years)	Status
Town wide Collection System Video Assessment	Video assessment of the existing sewer collection system to identify conditions of mainline pipe and service connections. This six-year cycle began in 2023	40,000			Award made and CCTV work to be completed in Q4.
WWTP Discharge Repair	Repair the swale and discharge piping.	80,000			Planning
Sludge Dewatering	Replace 25-year-old failing centrifuge unit with a dewatering sludge press system. '25 complete construction (carryover project from 2023/2024) 2024 budget \$750,000. Original Budget \$1.5M in 2023		687,516	1,594,490	Construction complete and system is operational and being used.
WWTP Miscellaneous Improvements	Provide a reserve for yet to be identified capital improvements at the wastewater treatment plant.	50,000			Funds to be used as project needs arise.
WWTP Building Upgrades	Replace doors, windows and roof at WWTP	80,000			Doors are complete. May have to replace some unsafe stairs to the basement of the AWT bldg.
WWTP Biological Nutrient Removal	Federally mandated project for aeration basins improvements and blower replacements/upgrades.	2,800,000			Construction ongoing - final completion to be late fall.
WWTP Process Pumps	Replace both Waste Activated Sludge (WAS) pumps (carryover project from 2024) 2024 budget \$100,000		95,834	111,768	Complete
Sanitary Sewer Manhole & Line Rehabilitation	Multi-year project to rehabilitate manholes and sagging pipelines, which allows for significant ground water infiltration. This increased flow puts a strain on the wastewater plant.	75,000			Manhole lining and sewer repairs to be completed as needed.
Vehicles	Replacement of pick-up truck, new combo asphalt roller, and additional Dually trailer	22,500			Ordering equipment and obtaining quotes
Equalization Ponds Sludge Removal	Dredged and sludge removed from equalization ponds	500,000	344,840		Complete

- **Storm:**

STORM CIP					
Project	Additional Description	Budget	Cost	Final Cost (If Project In Multiple Years)	Status
Vehicles	Replacement of pick-up truck, new combo asphalt roller, and additional Dually trailer	15,000			Ordering equipment and obtaining quotes
Reservoir and Ponds Maintenance	Ongoing program of general pond and reservoir maintenance for the Storm Water system.	150,000			Working with Mile High Flood District on drainage improvements and pond maintenance. Internal crews cleaning ponds as needed.

Town of Superior

3rd Quarter 2025 Financial Report

GENERAL					
	2024 YTD	2025 YTD	% Change	Budget	% of Budget
REVENUE					
Taxes	\$15,568,871	\$16,769,419	8%	\$19,476,583	86%
Licenses & Permits	997,639	1,436,949	44%	1,307,000	110%
Charges for Services	1,307,708	1,289,300	-1%	1,751,487	74%
Fines	90,363	150,322	66%	150,000	100%
Miscellaneous	607,049	1,381,192	128%	836,500	165%
TOTAL REVENUE	\$18,571,630	\$21,027,182	13%	\$23,521,570	89%
EXPENDITURE					
Legislative	\$116,911	\$126,562	8%	\$154,567	82%
Judicial	101,344	87,719	-13%	149,618	59%
Clerk	141,385	161,791	14%	193,715	84%
Administration	1,745,138	1,907,875	9%	2,630,930	73%
Finance	460,420	458,573	0%	668,645	69%
Communications	486,497	493,657	1%	728,128	68%
Legal Services	581,642	465,734	-20%	920,000	51%
Public Safety	1,863,050	2,366,158	27%	3,086,890	77%
Building Inspection	872,035	753,926	-14%	1,209,143	62%
Parks and Recreation	3,030,976	3,225,160	6%	4,473,614	72%
Public Works	1,994,039	1,969,501	-1%	3,060,083	64%
Non-Departmental	3,753,867	1,374,134	-63%	6,696,799	21%
Library	436,673	452,048	4%	417,000	108%
Marshall Fire - FEMA	349,509	0	-100%	-	N/A
Marshall Fire - Out of Pocket	168,622	8,975	-95%	-	N/A
Marshall Fire - Building Rebates	192,351	34,424	-82%	305,000	11%
TOTAL EXPENDITURE	\$16,294,459	\$13,886,238	-15%	\$24,694,132	56%

(1) Higher court fines from extra patrols in late 2024 collected in 2025 and early 2025.

(2) Legal expense lower in 2025.

(3) Property tax revenue up as final valuations higher than budgeted This is a pass through expense from the property tax.

Town of Superior

3rd Quarter 2025 Financial Report

CAPITAL IMPROVEMENT PROGRAM					
	2024 YTD	2025 YTD	% Change	Budget	% of Budget
REVENUE					
Taxes	\$1,184,608	\$1,305,477	10%	\$1,595,298	82%
Miscellaneous	2,593,361	2,550,403	-2%	6,019,565	42%
					(1)
TOTAL REVENUE	\$3,777,969	\$3,855,879	2%	\$7,614,863	51%
EXPENDITURE					
Parks and Recreation	\$2,376,276	\$720,759	-70%	\$1,680,000	43%
Public Works	3,152,693	3,087,397	-2%	4,685,000	66%
Non-Departmental	70,417	1,897,900	2595%	995,000	191%
					(2)
TOTAL EXPENDITURE	\$5,599,386	\$5,706,056	2%	\$7,360,000	78%

(1) The majority of this budget represents an end of year General Fund transfer.

(2) Downtown Civic Space construction and finishes in 2025. Carryover project from 2024. Expected to spend \$1.6M in total. Total budget between 2024 and 2025 totals \$1.4M

Town of Superior

3rd Quarter 2025 Financial Report

2025 CAPITAL IMPROVEMENT PROGRAM					
	2024 YTD	2025 YTD	% Change	Budget	% of Budget
REVENUE					
Taxes	\$0	\$0	N/A	\$0	N/A
Bond Proceeds	0	17,245,147	N/A	17,200,000	100%
Miscellaneous	0	229,909	N/A	0	N/A
TOTAL REVENUE	\$0	\$17,475,056	N/A	\$17,200,000	N/A
EXPENDITURE					
Parks and Recreation	\$0	\$941,411	N/A	\$3,300,000	29%
Public Works	0	295,640	N/A	1,850,000	16%
TOTAL EXPENDITURE	\$0	\$1,237,051	N/A	\$5,150,000	24%

2025 CAPITAL IMPROVEMENT PROGRAM					
DEBT SERVICE					
	2024 YTD	2025 YTD	% Change	Budget	% of Budget
REVENUE					
Taxes	\$0	\$1,091,979	N/A	\$1,630,000	67%
Bond Proceeds	0	323,253	N/A	330,000	98%
Miscellaneous	0	10,411	N/A	0	N/A
TOTAL REVENUE	\$0	\$1,425,643	N/A	\$1,960,000	73%
EXPENDITURE					
Bank Fees	\$0	\$0	N/A	\$1,000	N/A
Bond Issuance Costs	0	317,003	N/A	330,000	96%
Principal	0	0	N/A	490,000	N/A
Interest	0	0	N/A	400,401	N/A
TOTAL EXPENDITURE	\$0	\$317,003	N/A	\$1,221,401	26%

Town of Superior

3rd Quarter 2025 Financial Report

CONSERVATION TRUST					
	2024 YTD	2025 YTD	% Change	Budget	% of Budget
REVENUE					
Conservation Trust	\$113,510	\$107,000	-6%	\$160,000	67%
Miscellaneous	8,214	6,464	-21%	3,500	185%
TOTAL REVENUE	\$121,724	\$113,465	-7%	\$163,500	69%
EXPENDITURE					
Capital	\$246,081	\$159,827	-35%	\$330,000	48%
TOTAL EXPENDITURE	\$246,081	\$159,827	-35%	\$330,000	48%

CLASS ONE LANDSCAPE					
	2024 YTD	2025 YTD	% Change	Budget	% of Budget
REVENUE					
Landscape Maintenance Fee	\$1,489,899	\$1,647,103	11%	\$2,118,771	78%
Miscellaneous	106,251	40,169	-62%	17,000	236%
TOTAL REVENUE	\$1,596,150	\$1,687,272	6%	\$2,135,771	79%
EXPENDITURE					
Maintenance	\$1,526,304	\$1,651,719	8%	\$2,134,891	77%
TOTAL EXPENDITURE	\$1,526,304	\$1,651,719	8%	\$2,134,891	77%

Town of Superior

3rd Quarter 2025 Financial Report

OPEN SPACE					
	2024 YTD	2025 YTD	% Change	Budget	% of Budget
REVENUE					
Taxes	\$524,608	\$645,477	23%	\$935,298	69%
Miscellaneous	49,424	137,202	178%	23,594	582%
TOTAL REVENUE	\$574,031	\$782,679	36%	\$958,892	82%
EXPENDITURE					
Maintenance	\$369,885	\$499,895	35%	\$585,128	85%
Capital	578,654	31,804	-95%	70,000	45%
Marshal Fire - FEMA	232	0	-100%	-	N/A
TOTAL EXPENDITURE	\$948,771	\$531,699	-44%	\$655,128	81%

(1)

OPEN SPACE DEBT SERVICE					
	2024 YTD	2025 YTD	% Change	Budget	% of Budget
REVENUE					
Taxes	\$660,000	\$660,000	0%	\$660,000	100%
Miscellaneous	8,810	9,993	13%	5,000	200%
TOTAL REVENUE	\$668,810	\$669,993	0%	\$665,000	101%
EXPENDITURE					
Bank Fees	\$400	\$400	0%	\$1,000	40%
Principal	375,000	380,000	1%	380,000	100%
Interest	145,434	141,403	-3%	278,720	51%
TOTAL EXPENDITURE	\$520,834	\$521,803	0%	\$659,720	79%

(1)

(1) All taxes will be recorded in the Open Space Debt Service Fund until budget or debt service requirements are met.

Town of Superior

3rd Quarter 2025 Financial Report

TRASH AND RECYCLING					
	2024 YTD	2025 YTD	% Change	Budget	% of Budget
REVENUE					
Charges for Service	\$130,682	\$237,172	81%	\$245,000	97%
TOTAL REVENUE	\$130,682	\$237,172	81%	\$245,000	97%
EXPENSE					
Trash and Recycling	\$138,817	\$223,734	61%	\$245,000	91%
TOTAL EXPENSE	\$138,817	\$223,734	61%	\$245,000	91%

SUPERIOR URBAN RENEWAL AUTHORITY					
DOWNTOWN SUPERIOR					
	2024 YTD	2025 YTD	% Change	Budget	% of Budget
REVENUE					
Taxes	\$6,290,132	\$7,166,707	14%	\$6,846,000	105%
Miscellaneous	489	454	-7%	1,000	45%
TOTAL REVENUE	\$6,290,620	\$7,167,161	14%	\$6,847,000	105%
EXPENDITURE					
Administration	\$93,480	\$105,839	13%	\$102,700	103%
Bank Fees	144	108	-25%	100	108%
Transfer to Developer/Districts	5,655,036	6,229,248	10%	6,169,230	101%
Transfer to BVSD	92,651	78,107	-16%	99,812	78%
Transfer to Louisville Fire	55,496	38,645	-30%	59,785	65%
Transfer to Superior	156,986	177,659	13%	165,804	107%
Transfer to Mtn View Fire	231,747	282,504	22%	249,569	113%
TOTAL EXPENDITURE	\$6,285,540	\$6,912,111	10%	\$6,847,000	101%

Town of Superior

3rd Quarter 2025 Financial Report

SUPERIOR MCCASLIN INTERCHANGE METROPOLITAN DISTRICT					
	2024 YTD	2025 YTD	% Change	Budget	% of Budget
REVENUE					
Taxes	\$441,584	\$699,735	58%	\$688,000	102%
Intergovernmental	-	-	N/A	36,696	0%
Miscellaneous	62,554	148,228	137%	573,000	26%
TOTAL REVENUE	\$504,137	\$847,963	68%	\$1,297,696	65%
EXPENDITURE					
Administration	\$141,771	\$153,142	8%	\$200,670	76%
Maintenance	333,823	258,015	-23%	454,650	57%
Capital	-	555,065	N/A	1,900,000	29%
TOTAL EXPENDITURE	\$475,593	\$966,222	103%	\$2,555,320	38%

MARSHALL FIRE RECOVERY EFFORTS					
	2024 YTD	2025 YTD	% Change	Budget	% of Budget
REVENUE					
Taxes	\$631,791	\$696,254	10%	\$855,000	81%
Miscellaneous	5,515	8,618	56%	5,000	172%
TOTAL REVENUE	\$637,306	\$704,872	11%	\$860,000	82%
EXPENDITURE					
Transfers Out	\$0	\$0	N/A	\$860,000	N/A (1)
TOTAL EXPENDITURE	\$0	\$0	N/A	\$860,000	N/A

(1) This budget represents an end of year transfer to Capital Improvement Fund.

Town of Superior

3rd Quarter 2025 Financial Report

WATER					
	2024 YTD	2025 YTD	% Change	Budget	% of Budget
REVENUE					
Charges for Service	\$2,745,883	\$2,826,453	3%	\$ 3,792,500	75%
Miscellaneous	3,276,011	2,887,006	-12%	7,406,250	39%
TOTAL REVENUE	\$6,021,894	\$5,713,459	-5%	\$11,198,750	51%
EXPENSE					
Administration	\$34,632	\$32,606	-6%	\$55,650	59%
Water Supply	874,839	698,400	-20%	1,154,200	61%
Water Treatment	345,062	315,023	-9%	565,700	56%
Water Storage & Distribution	277,379	222,184	-20%	466,800	48%
Non-Departmental	498,735	515,723	3%	6,845,224	8%
Capital Projects	2,728,778	2,081,265	-24%	6,537,000	32%
TOTAL EXPENSE	\$4,759,425	\$3,865,201	-19%	\$15,624,574	25%

SEWER					
	2024 YTD	2025 YTD	% Change	Budget	% of Budget
REVENUE					
Charges for Service	\$1,559,949	\$1,792,079	15%	\$2,206,537	81%
Miscellaneous	734,559	1,791,434	144%	5,122,836	35%
TOTAL REVENUE	\$2,294,508	\$3,583,513	56%	\$7,329,373	49%
EXPENSE					
Administration	\$5,856	\$12,643	116%	\$11,015	115%
Waste Water Collection	59,501	28,381	-52%	86,500	33%
Waste Water Treatment	561,374	682,909	22%	1,131,900	60%
Non-Departmental	546,041	571,839	5%	1,063,277	54%
Capital Projects	433,420	3,871,807	793%	3,647,500	106%
TOTAL EXPENSE	\$1,606,192	\$5,167,577	222%	\$5,940,192	87%

(1) \$3 million of this budget represents American Rescue Plan Act (ARPA) monies for wastewater treatment plant improvement projects.

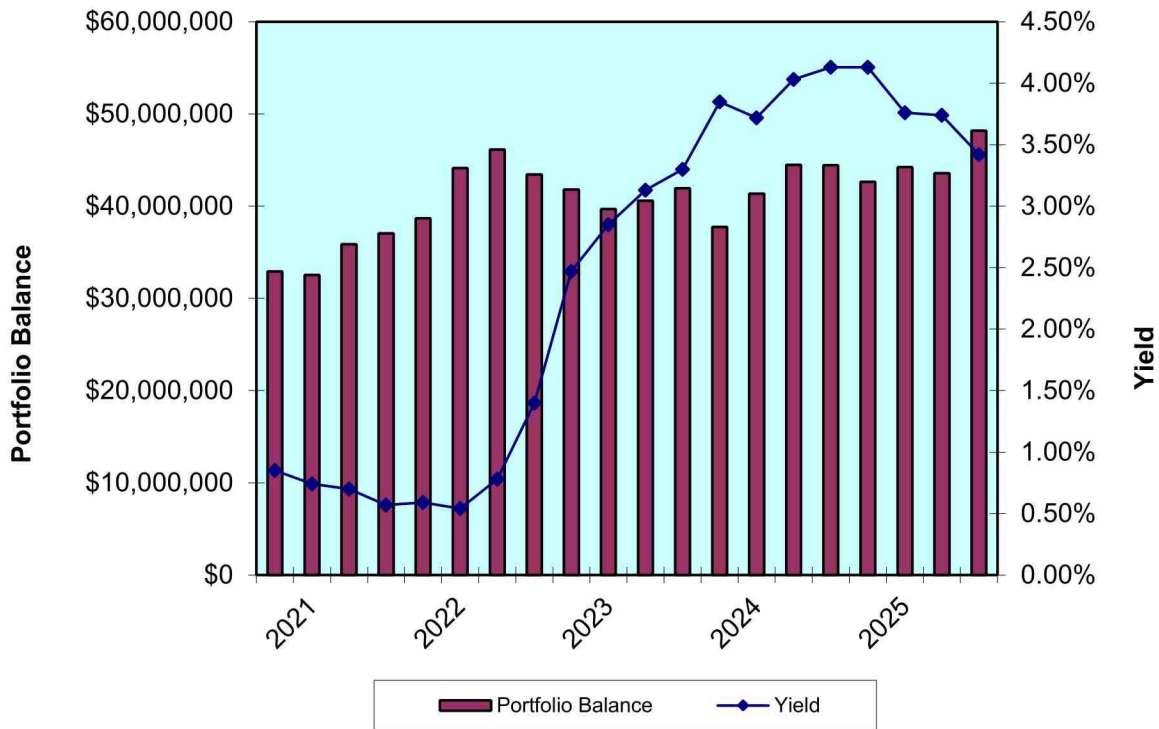
Town of Superior

3rd Quarter 2025 Financial Report

STORM DRAINAGE					
	2024 YTD	2025 YTD	% Change	Budget	% of Budget
REVENUE					
Charges for Service	\$290,744	\$305,677	5%	\$408,000	75%
Miscellaneous	298,427	528,979	77%	259,500	204%
					(1)
TOTAL REVENUE	\$589,171	\$834,656	42%	\$667,500	125%
EXPENSE					
Administration	\$41,982	\$48,355	15%	\$72,360	67%
Storm Drainage	38,329	49,312	29%	64,000	77%
Non-Departmental	160,413	175,820	10%	461,982	38%
Marshall Fire	19,347	-	N/A	-	N/A
Capital Projects	122,544	268,222	119%	165,000	163%
TOTAL EXPENSE	\$382,615	\$541,709	42%	\$763,342	71%

(1) The 2025 amount includes Rogers Farm Development agreement payment.

Town of Superior Investment Portfolio Summary



Year - Quarter	Portfolio Balance	Yield
2020 - 4th	32,916,465	0.85%
2021 - 1st	32,553,123	0.74%
2021 - 2nd	35,873,344	0.70%
2021 - 3rd	37,044,272	0.57%
2021 - 4th	38,683,638	0.59%
2022 - 1st	44,147,641	0.54%
2022 - 2nd	46,148,832	0.78%
2022 - 3rd	43,439,737	1.40%
2022 - 4th	41,792,798	2.47%
2023 - 1st	39,686,483	2.85%
2023 - 2nd	40,605,070	3.13%
2023 - 3rd	41,946,590	3.30%
2023 - 4th	37,735,200	3.85%
2024 - 1st	41,356,053	3.72%
2024 - 2nd	44,481,707	4.03%
2024 - 3rd	44,443,284	4.13%
2024 - 4th	42,636,174	4.13%
2025 - 1st	44,226,211	3.76%
2025 - 2nd	43,565,694	3.74%
2025 - 3rd	48,190,301	3.42%

2021

2022

2023

2024

2025

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-31-1100 REAL & PERSONAL PROPERTY TAXES	10,494.28	3,675,281.00	3,560,804.00	(114,477.00)	103.2
10-31-1110 LIBRARY PROPERTY TAX	1,297.86	454,055.78	417,000.00	(37,055.78)	108.9
10-31-1200 SPECIFIC OWNERSHIP TAXES	15,636.62	139,467.88	187,000.00	47,532.12	74.6
10-31-1210 SPECIFIC OWNER TAXES-LIBRARY	1,934.11	17,250.91	23,000.00	5,749.09	75.0
10-31-1300 GENERAL SALES TAX	1,008,293.15	9,167,911.68	11,948,779.00	2,780,867.32	76.7
10-31-1302 LOUISVILLE REV SHARE-SALES TAX	9,261.57	106,588.07	130,000.00	23,411.93	82.0
10-31-1310 USE TAX--VEHICLE	94,073.44	835,005.75	1,100,000.00	264,994.25	75.9
10-31-1320 USE TAX--BUILDING	170,833.54	1,639,793.10	1,250,000.00	(389,793.10)	131.2
10-31-1400 CIGARETTE TAX	3,883.69	13,806.41	20,000.00	6,193.59	69.0
10-31-1610 PUBLIC SERVICE CO FRANCHISE TX	38,999.54	342,210.42	400,000.00	57,789.58	85.6
10-31-1620 CABLE TELEVISION FRANCHISE TAX	.00	87,019.50	115,000.00	27,980.50	75.7
10-31-1710 HIGHWAY USERS TAX	40,965.61	266,603.88	305,000.00	38,396.12	87.4
10-31-1720 ROAD & BRIDGE TAX	.00	24,424.95	20,000.00	(4,424.95)	122.1
TOTAL TAXES	1,395,673.41	16,769,419.33	19,476,583.00	2,707,163.67	86.1
<u>LICENSES AND PERMITS</u>					
10-32-2110 BUSINESS LICENSES	225.00	7,801.00	4,000.00	(3,801.00)	195.0
10-32-2120 LIQUOR LICENSES	100.00	3,322.50	2,500.00	(822.50)	132.9
10-32-2190 OTHER LICENSES & PERMITS	265.00	2,055.65	2,500.00	444.35	82.2
10-32-2210 BUILDING PERMIT & PLAN CK FEES	118,584.67	1,362,619.60	1,250,000.00	(112,619.60)	109.0
10-32-2211 PUBLIC WORKS PERMITS	1,801.35	34,615.04	10,000.00	(24,615.04)	346.2
10-32-2230 SIGN PLAN REVIEW FEES	.00	1,000.00	2,000.00	1,000.00	50.0
10-32-2310 AUTOMOBILE REGISTRATIONS	3,477.88	25,535.15	36,000.00	10,464.85	70.9
TOTAL LICENSES AND PERMITS	124,453.90	1,436,948.94	1,307,000.00	(129,948.94)	109.9
<u>CHARGES FOR SERVICES</u>					
10-34-4110 DEVELOPMENT REVIEW FEES	.00	7,590.50	2,500.00	(5,090.50)	303.6
10-34-4121 SALE OF SUPERIOR ARCH. BOOK	.00	20.00	.00	(20.00)	.0
10-34-4135 ADMINISTRATIVE FEES	119,485.81	1,075,372.29	1,433,829.00	358,456.71	75.0
10-34-4210 BOULDER CO SW/OS TAX ADMIN FEE	4,783.36	40,568.77	7,500.00	(33,068.77)	540.9
10-34-4320 FACILITY USE FEE	5,082.50	30,395.00	85,000.00	54,605.00	35.8
10-34-4410 COURT COSTS, FEES, & CHARGES	1,125.14	13,306.86	10,000.00	(3,306.86)	133.1
10-34-4530 REINSPECTION FEES	500.00	2,800.00	1,000.00	(1,800.00)	280.0
10-34-4810 RECREATION PROGRAM FEES	2,511.00	43,830.00	100,000.00	56,170.00	43.8
10-34-4811 TENNIS FEES	4,534.00	44,316.00	65,000.00	20,684.00	68.2
10-34-4812 SWIM LESSONS FEES	.00	20,375.00	35,000.00	14,625.00	58.2
10-34-4816 BOOTH RENTAL FEES	.00	25.00	.00	(25.00)	.0
10-34-4818 GUEST FEES	50.00	4,155.00	5,000.00	845.00	83.1
10-34-4819 VENDING REVENUE	266.46	1,299.66	500.00	(799.66)	259.9
10-34-4820 COMMUNITY EVENTS CONTRIBUTIONS	190.00	830.00	2,500.00	1,670.00	33.2
10-34-4850 EV CHARGING STATIONS	548.44	4,415.50	3,500.00	(915.50)	126.2
10-34-4900 OTHER CHARGES FOR SERVICES	.00	.00	158.00	158.00	.0
TOTAL CHARGES FOR SERVICES	139,076.71	1,289,299.58	1,751,487.00	462,187.42	73.6

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FINES AND FORFEITURES</u>					
10-35-5000 MUNICIPAL COURT FINES	9,193.61	150,322.15	150,000.00	(322.15)	100.2
TOTAL FINES AND FORFEITURES	9,193.61	150,322.15	150,000.00	(322.15)	100.2
<u>MISCELLANEOUS REVENUE</u>					
10-36-6100 INTEREST EARNINGS	51,538.62	283,215.70	352,000.00	68,784.30	80.5
10-36-6200 CASH OVER/SHORT	1.00	1.49	.00	(1.49)	.0
10-36-6210 LEASE REVENUE	2,501.40	22,512.60	30,000.00	7,487.40	75.0
10-36-6220 SEVERANCE TAX/MINERAL LEASE	1,209.33	1,209.33	5,000.00	3,790.67	24.2
10-36-6300 GRANT REVENUE	.00	35,843.49	25,000.00	(10,843.49)	143.4
10-36-6500 RENEWABLE ENERGY CREDIT PYMTS	154.68	1,376.91	2,000.00	623.09	68.9
10-36-6600 OTHER REVENUE	.00	285,403.18	392,500.00	107,096.82	72.7
10-36-6610 SINGLE USE BAG FEE	.00	22,621.38	30,000.00	7,378.62	75.4
10-36-6651 MARSHALL FIRE - FEMA REIMBURSE	213,829.20	729,007.88	.00	(729,007.88)	.0
TOTAL MISCELLANEOUS REVENUE	269,234.23	1,381,191.96	836,500.00	(544,691.96)	165.1
TOTAL FUND REVENUE	1,937,631.86	21,027,181.96	23,521,570.00	2,494,388.04	89.4

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
10-411-1030 COUNCIL COMPENSATION	6,015.38	55,107.66	78,000.00	22,892.34	70.7
10-411-1400 EMPLOYER CONTRIBUTION - FICA	460.17	4,215.69	5,967.00	1,751.31	70.7
10-411-2150 LOBBYING	.00	17,019.55	21,000.00	3,980.45	81.1
10-411-3100 TELEPHONE	240.06	2,010.84	2,500.00	489.16	80.4
10-411-4300 TRAINING	.00	1,080.00	1,400.00	320.00	77.1
10-411-4310 TRAVEL & EXPENSES	.00	8,860.23	5,200.00	(3,660.23)	170.4
10-411-4900 OTHER FEES & SERVICES	1,498.26	4,468.83	6,000.00	1,531.17	74.5
10-411-5100 OFFICE SUPPLIES	.00	3,799.58	2,000.00	(1,799.58)	190.0
10-411-8180 POLICY & GOAL SETTING	.00	.00	2,500.00	2,500.00	.0
10-411-8880 COUNCIL SPECIAL FUNDS	.00	30,000.00	30,000.00	.00	100.0
TOTAL LEGISLATIVE	8,213.87	126,562.38	154,567.00	28,004.62	81.9
<u>JUDICIAL</u>					
10-412-1010 REGULAR SALARIES	2,400.00	21,828.34	47,140.00	25,311.66	46.3
10-412-1060 OVERTIME	.00	90.00	.00	(90.00)	.0
10-412-1300 PAYROLL COSTS (BENEFITS)	959.93	8,775.54	22,244.00	13,468.46	39.5
10-412-1400 EMPLOYER CONTRIBUTION - FICA	34.80	314.89	684.00	369.11	46.0
10-412-2460 BANK FEES	192.75	3,147.51	3,000.00	(147.51)	104.9
10-412-2700 LAW ENFORCEMENT SERVICES	.00	5,152.32	11,000.00	5,847.68	46.8
10-412-2800 MUNICIPAL COURT JUDGE	3,000.00	27,795.00	36,000.00	8,205.00	77.2
10-412-2810 PROSECUTING ATTORNEY	1,500.00	11,400.00	16,800.00	5,400.00	67.9
10-412-3210 SOFTWARE MAINTENANCE	.00	6,500.00	6,700.00	200.00	97.0
10-412-4200 MEMBERSHIPS	.00	100.00	50.00	(50.00)	200.0
10-412-4300 TRAINING	.00	77.00	400.00	323.00	19.3
10-412-4310 TRAVEL & EXPENSES	.00	192.40	100.00	(92.40)	192.4
10-412-4400 PRINTING & BINDING	.00	.00	2,000.00	2,000.00	.0
10-412-4900 OTHER FEES & SERVICES	120.00	2,174.10	3,000.00	825.90	72.5
10-412-5100 OFFICE SUPPLIES	.00	171.68	500.00	328.32	34.3
TOTAL JUDICIAL	8,207.48	87,718.78	149,618.00	61,899.22	58.6

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CLERK</u>					
10-414-1010 REGULAR SALARIES	11,630.76	104,878.85	126,673.00	21,794.15	82.8
10-414-1060 OVERTIME	.00	90.00	.00	(90.00)	.0
10-414-1300 PAYROLL COSTS (BENEFITS)	4,312.80	39,589.49	52,205.00	12,615.51	75.8
10-414-1400 EMPLOYER CONTRIBUTION - FICA	162.10	1,479.90	1,837.00	357.10	80.6
10-414-2500 CODIFICATION SERVICES	.00	3,847.10	4,100.00	252.90	93.8
10-414-4200 MEMBERSHIPS	.00	405.70	400.00	(5.70)	101.4
10-414-4300 TRAINING	.00	1,752.50	1,000.00	(752.50)	175.3
10-414-4310 TRAVEL & EXPENSES	.00	2,589.40	2,200.00	(389.40)	117.7
10-414-4400 PRINTING & BINDING	.00	.00	100.00	100.00	.0
10-414-4410 PUBLICATION OF LEGAL NOTICES	55.88	2,631.64	1,000.00	(1,631.64)	263.2
10-414-4420 RECORDING FEES	229.25	1,798.50	1,000.00	(798.50)	179.9
10-414-4900 OTHER FEES & SERVICES	.00	131.17	500.00	368.83	26.2
10-414-5100 OFFICE SUPPLIES	.00	2,397.71	200.00	(2,197.71)	1198.9
10-414-5200 COMPUTER SOFTWARE	.00	199.00	2,500.00	2,301.00	8.0
TOTAL CLERK	16,390.79	161,790.96	193,715.00	31,924.04	83.5
<u>ADMINISTRATION</u>					
10-415-1010 REGULAR SALARIES	105,526.31	979,493.25	1,454,377.00	474,883.75	67.4
10-415-1040 PART-TIME SALARIES	8,902.43	86,999.37	72,478.00	(14,521.37)	120.0
10-415-1060 OVERTIME	22.97	210.17	500.00	289.83	42.0
10-415-1300 PAYROLL COSTS (BENEFITS)	38,821.10	353,452.33	497,185.00	143,732.67	71.1
10-415-1400 EMPLOYER CONTRIBUTION - FICA	2,206.00	21,359.51	26,640.00	5,280.49	80.2
10-415-2210 ENGINEERING SERVICES	.00	.00	2,500.00	2,500.00	.0
10-415-2470 ARCHIVING SERVICES	.00	31,543.21	10,000.00	(21,543.21)	315.4
10-415-2600 PERSONNEL SERVICES	2,211.23	34,112.03	73,500.00	39,387.97	46.4
10-415-2920 PUBLIC WEB PAGE	1,202.79	119,460.60	73,800.00	(45,660.60)	161.9
10-415-2930 CHANNEL 8 - CABLE CASTING	2,833.00	14,852.75	21,500.00	6,647.25	69.1
10-415-2980 ECONOMIC DEVELOPMENT PROGRAM	7,664.72	86,884.82	175,000.00	88,115.18	49.7
10-415-3100 TELEPHONE	595.25	6,352.49	8,000.00	1,647.51	79.4
10-415-4200 MEMBERSHIPS	.00	3,031.00	4,500.00	1,469.00	67.4
10-415-4210 SUBSCRIPTIONS	43.31	647.64	500.00	(147.64)	129.5
10-415-4300 TRAINING	.00	5,701.00	9,600.00	3,899.00	59.4
10-415-4310 TRAVEL & EXPENSES	18.90	5,530.59	15,650.00	10,119.41	35.3
10-415-4400 PRINTING & BINDING	.00	.00	2,500.00	2,500.00	.0
10-415-4900 OTHER FEES & SERVICES	4,406.81	17,001.66	5,000.00	(12,001.66)	340.0
10-415-5100 OFFICE SUPPLIES	1,343.53	19,434.90	6,500.00	(12,934.90)	299.0
10-415-5200 COMPUTER SOFTWARE	768.46	1,589.10	2,500.00	910.90	63.6
10-415-8140 CONTRIBUTION TO HUMANE SOCIETY	.00	.00	700.00	700.00	.0
10-415-8190 CHAMBER OF COMMERCE SUPPORT	.00	50,000.00	50,000.00	.00	100.0
10-415-8200 SUSTAINABILITY PROGRAMMING	17,899.88	70,218.83	118,000.00	47,781.17	59.5
TOTAL ADMINISTRATION	194,466.69	1,907,875.25	2,630,930.00	723,054.75	72.5

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FINANCE</u>					
10-416-1010 REGULAR SALARIES	25,529.49	231,257.08	312,886.00	81,628.92	73.9
10-416-1040 PART-TIME SALARIES	5,145.47	52,808.86	108,191.00	55,382.14	48.8
10-416-1060 OVERTIME	.00	316.95	500.00	183.05	63.4
10-416-1300 PAYROLL COSTS (BENEFITS)	8,716.33	79,046.15	111,197.00	32,150.85	71.1
10-416-1400 EMPLOYER CONTRIBUTION - FICA	781.92	7,365.55	12,821.00	5,455.45	57.5
10-416-2400 AUDITING SERVICES	.00	35,568.75	45,000.00	9,431.25	79.0
10-416-2490 INVESTMENT FEES	882.00	6,958.90	11,000.00	4,041.10	63.3
10-416-2650 PROFESSIONAL SERVICES	712.50	13,725.00	15,000.00	1,275.00	91.5
10-416-3100 TELEPHONE	62.68	635.52	3,000.00	2,364.48	21.2
10-416-3210 SOFTWARE MAINTENANCE	.00	23,995.88	29,750.00	5,754.12	80.7
10-416-4200 MEMBERSHIPS	565.00	1,370.00	2,000.00	630.00	68.5
10-416-4210 SUBSCRIPTIONS	.00	774.91	1,000.00	225.09	77.5
10-416-4300 TRAINING	400.00	750.00	3,000.00	2,250.00	25.0
10-416-4310 TRAVEL & EXPENSES	.00	289.45	4,300.00	4,010.55	6.7
10-416-4900 OTHER FEES & SERVICES	.00	152.15	1,000.00	847.85	15.2
10-416-5100 OFFICE SUPPLIES	.00	3,557.67	8,000.00	4,442.33	44.5
TOTAL FINANCE	42,795.39	458,572.82	668,645.00	210,072.18	68.6

COMMUNICATIONS

10-418-1010 REGULAR SALARIES	26,171.62	248,993.50	320,604.00	71,610.50	77.7
10-418-1040 PART-TIME SALARIES	1,980.00	22,714.33	37,000.00	14,285.67	61.4
10-418-1060 OVERTIME	.00	170.68	500.00	329.32	34.1
10-418-1300 PAYROLL COSTS (BENEFITS)	11,906.00	112,559.36	150,187.00	37,627.64	75.0
10-418-1400 EMPLOYER CONTRIBUTION - FICA	518.03	4,997.23	7,487.00	2,489.77	66.8
10-418-2650 PROFESSIONAL SERVICES	14,785.60	37,425.60	86,000.00	48,574.40	43.5
10-418-2920 WEBSITE & DIGITAL APPLICATIONS	3,196.95	22,842.61	28,050.00	5,207.39	81.4
10-418-4200 MEMBERSHIPS	.00	.00	200.00	200.00	.0
10-418-4210 SUBSCRIPTIONS	.00	132.99	200.00	67.01	66.5
10-418-4300 TRAINING	.00	222.00	2,400.00	2,178.00	9.3
10-418-4310 TRAVEL & EXPENSES	.00	26.63	3,500.00	3,473.37	.8
10-418-4400 PRINTING & BINDING	.00	31,492.07	69,000.00	37,507.93	45.6
10-418-4500 POSTAGE	1,403.35	4,201.35	10,000.00	5,798.65	42.0
10-418-4900 OTHER FEES & SERVICES	.00	380.30	3,000.00	2,619.70	12.7
10-418-5100 OFFICE SUPPLIES	.00	7,498.20	10,000.00	2,501.80	75.0
TOTAL COMMUNICATIONS	59,961.55	493,656.85	728,128.00	234,471.15	67.8

LEGAL SERVICES

10-419-2100 LEGAL SERVICES - GENERAL	28,096.95	201,709.92	170,000.00	(31,709.92)	118.7
10-419-2140 LEGAL - SPECIAL COUNSEL	48,538.25	264,024.30	750,000.00	485,975.70	35.2
TOTAL LEGAL SERVICES	76,635.20	465,734.22	920,000.00	454,265.78	50.6

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY</u>					
10-421-2700 LAW ENFORCEMENT SERVICES	224,554.73	2,079,213.98	2,767,881.00	688,667.02	75.1
10-421-2705 CO-RESPONDER SERVICES	9,454.27	80,132.48	105,751.00	25,618.52	75.8
10-421-2710 DISPATCH SERVICES	.00	195,157.78	195,158.00	.22	100.0
10-421-3105 LEASE EXPENSE	500.00	4,500.00	6,500.00	2,000.00	69.2
10-421-3110 UTILITIES	309.42	1,950.28	3,600.00	1,649.72	54.2
10-421-3220 MAINTENANCE - BUILDING	238.00	2,601.75	5,000.00	2,398.25	52.0
10-421-5100 SUPPLIES	.00	2,601.77	2,000.00	(601.77)	130.1
10-421-6100 OFFICE EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
TOTAL PUBLIC SAFETY	235,056.42	2,366,158.04	3,086,890.00	720,731.96	76.7
<u>BUILDING INSPECTIONS</u>					
10-424-1010 REGULAR SALARIES	25,846.14	241,036.81	362,392.00	121,355.19	66.5
10-424-1060 OVERTIME	.00	.00	250.00	250.00	.0
10-424-1300 PAYROLL COSTS (BENEFITS)	8,666.18	85,765.31	121,743.00	35,977.69	70.5
10-424-1400 EMPLOYER CONTRIBUTION - FICA	383.52	3,753.36	5,258.00	1,504.64	71.4
10-424-2300 PLANNING SERVICES	4,200.00	5,550.00	20,000.00	14,450.00	27.8
10-424-2340 INSPECTION SERVICES	.00	403,705.49	662,500.00	258,794.51	60.9
10-424-2760 GIS SERVICES	.00	9,514.00	22,000.00	12,486.00	43.3
10-424-4200 MEMBERSHIPS	.00	828.00	1,750.00	922.00	47.3
10-424-4210 SUBSCRIPTIONS	.00	.00	1,500.00	1,500.00	.0
10-424-4300 TRAINING	.00	1,863.00	3,000.00	1,137.00	62.1
10-424-4310 TRAVEL & EXPENSES	21.00	89.00	5,500.00	5,411.00	1.6
10-424-5100 OFFICE SUPPLIES	.00	1,593.50	2,750.00	1,156.50	58.0
10-424-5200 COMPUTER SOFTWARE	.00	227.25	500.00	272.75	45.5
TOTAL BUILDING INSPECTIONS	39,116.84	753,925.72	1,209,143.00	455,217.28	62.4

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS & RECREATION</u>					
10-426-1010 REGULAR SALARIES	102,236.05	943,180.51	1,403,846.00	460,665.49	67.2
10-426-1040 PART-TIME SALARIES	27,283.66	402,473.16	401,000.00	(1,473.16)	100.4
10-426-1050 ON-CALL WAGES	560.00	5,260.00	7,300.00	2,040.00	72.1
10-426-1060 OVERTIME	4,140.85	18,443.53	10,000.00	(8,443.53)	184.4
10-426-1300 PAYROLL COSTS (BENEFITS)	43,325.63	423,691.11	563,905.00	140,213.89	75.1
10-426-1400 EMPLOYER CONTRIBUTION - FICA	3,908.50	45,703.28	63,063.00	17,359.72	72.5
10-426-2210 ENGINEERING SERVICES	.00	.00	10,000.00	10,000.00	.0
10-426-2270 COURT MANAGEMENT	.00	7,063.12	8,000.00	936.88	88.3
10-426-2290 AQUATICS PROGRAMMING	795.36	7,503.14	5,000.00	(2,503.14)	150.1
10-426-2650 PROFESSIONAL SERVICES	3,078.60	8,578.60	11,000.00	2,421.40	78.0
10-426-2890 MEDIA SERVICES	.00	19,522.50	30,000.00	10,477.50	65.1
10-426-2940 COMMUNITY PROJECTS/PROGRAMS	60,219.30	259,075.86	360,000.00	100,924.14	72.0
10-426-2941 COMMUNITY VOLUNTEER PROJECTS	.00	2,083.02	20,000.00	17,916.98	10.4
10-426-2942 YOUTH LEADERSHIP COUNCIL	177.93	3,902.08	5,000.00	1,097.92	78.0
10-426-2943 PARC	1,452.19	1,818.05	5,000.00	3,181.95	36.4
10-426-2944 CAPS	133.38	2,395.94	5,000.00	2,604.06	47.9
10-426-2945 OSAC	.00	606.41	5,000.00	4,393.59	12.1
10-426-2946 ACES	1,406.59	1,556.59	5,000.00	3,443.41	31.1
10-426-3100 TELEPHONE	1,044.55	9,638.09	14,500.00	4,861.91	66.5
10-426-3110 UTILITIES	10,532.99	53,691.47	67,000.00	13,308.53	80.1
10-426-3140 WATER	6,288.94	26,584.48	48,500.00	21,915.52	54.8
10-426-3150 ELECTRICITY	11,741.17	57,451.74	105,000.00	47,548.26	54.7
10-426-3151 EV CHARGING STATION ELECTRIC	.00	.00	1,000.00	1,000.00	.0
10-426-3210 SOFTWARE MAINTENANCE	1,241.26	23,072.23	54,500.00	31,427.77	42.3
10-426-3220 MAINTENANCE - BUILDING	29,598.63	199,293.98	255,500.00	56,206.02	78.0
10-426-3221 EV CHARGING STATION - MAINT	.00	.00	4,300.00	4,300.00	.0
10-426-3222 ART & HISTORY PROJECTS	2,050.83	28,700.30	50,000.00	21,299.70	57.4
10-426-3330 MAINTENANCE - PARKS & MEDIANS	36,105.80	370,416.73	540,000.00	169,583.27	68.6
10-426-3480 MAINTENANCE - SWIMMING POOL	5,048.18	63,004.06	45,000.00	(18,004.06)	140.0
10-426-3485 DOWNTOWN PLAZA FOUNTAIN	.00	2,253.80	.00	(2,253.80)	.0
10-426-4110 COMMUNITY MEETINGS	.00	.00	500.00	500.00	.0
10-426-4121 COMMITTEE MEMBER TRAINING	.00	.00	2,500.00	2,500.00	.0
10-426-4130 HISTORIC PRESERVATION	.00	1,566.24	5,000.00	3,433.76	31.3
10-426-4200 MEMBERSHIPS	1,085.14	6,876.78	5,500.00	(1,376.78)	125.0
10-426-4300 TRAINING	1,158.67	8,676.75	10,600.00	1,923.25	81.9
10-426-4310 TRAVEL & EXPENSES	.00	3,349.59	14,600.00	11,250.41	22.9
10-426-4700 RECREATION PROGRAMMING	7,238.87	89,272.58	165,000.00	75,727.42	54.1
10-426-4900 OTHER FEES & SERVICES	931.09	8,466.70	7,500.00	(966.70)	112.9
10-426-5100 OFFICE SUPPLIES	5,305.34	38,006.12	12,500.00	(25,506.12)	304.1
10-426-5120 FUEL & MAINTENANCE	3,194.12	13,890.30	24,500.00	10,609.70	56.7
10-426-5160 UNIFORMS & SUPPLIES	246.97	6,606.86	8,000.00	1,393.14	82.6
10-426-5220 TOOLS & SMALL EQUIPMENT	198.40	1,739.12	4,000.00	2,260.88	43.5
10-426-8262 YARD WASTE SITE	5,935.74	59,745.15	110,000.00	50,254.85	54.3
TOTAL PARKS & RECREATION	377,664.73	3,225,159.97	4,473,614.00	1,248,454.03	72.1

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
10-430-1010 REGULAR SALARIES	95,885.94	866,278.64	1,170,277.00	303,998.36	74.0
10-430-1040 PART-TIME SALARIES	.00	.00	36,050.00	36,050.00	.0
10-430-1050 ON-CALL WAGES	560.00	5,260.00	7,300.00	2,040.00	72.1
10-430-1060 OVERTIME	3,439.31	64,710.92	57,475.00	(7,235.92)	112.6
10-430-1300 PAYROLL COSTS (BENEFITS)	38,149.56	369,806.82	498,115.00	128,308.18	74.2
10-430-1400 EMPLOYER CONTRIBUTION - FICA	1,409.82	13,442.87	20,666.00	7,223.13	65.1
10-430-2210 ENGINEERING SERVICES	.00	22,700.00	40,000.00	17,300.00	56.8
10-430-2240 TRAFFIC ENGINEERING SERVICES	1,050.00	5,656.25	31,000.00	25,343.75	18.3
10-430-2760 GIS SERVICES	1,660.01	3,780.09	20,000.00	16,219.91	18.9
10-430-3100 TELEPHONE	180.81	2,266.91	2,250.00	(16.91)	100.8
10-430-3150 ELECTRICITY	14,518.36	102,568.83	150,000.00	47,431.17	68.4
10-430-3180 STREET LIGHT - MAINTENANCE	898.02	28,322.32	82,500.00	54,177.68	34.3
10-430-3181 STREET LIGHT - MAINT (TOWN)	7,418.79	20,489.66	45,000.00	24,510.34	45.5
10-430-3210 SOFTWARE MAINTENANCE	.00	1,069.88	2,500.00	1,430.12	42.8
10-430-3420 SNOW REMOVAL	.00	283,799.26	415,000.00	131,200.74	68.4
10-430-3440 MAINTENANCE - TRAFFIC SIGNALS	9,586.15	19,441.26	45,000.00	25,558.74	43.2
10-430-4200 MEMBERSHIPS	.00	683.00	1,500.00	817.00	45.5
10-430-4300 TRAINING	.00	3,693.73	3,900.00	206.27	94.7
10-430-4310 TRAVEL & EXPENSES	.00	640.60	5,150.00	4,509.40	12.4
10-430-4400 PRINTING & BINDING	.00	.00	500.00	500.00	.0
10-430-4900 OTHER FEES & SERVICES	173.12	3,013.59	6,400.00	3,386.41	47.1
10-430-5100 OFFICE SUPPLIES	4,183.22	6,469.77	10,500.00	4,030.23	61.6
10-430-5120 FUEL & MAINTENANCE	865.69	18,124.54	36,000.00	17,875.46	50.4
10-430-5130 SIGNAGE & STRIPING	123.76	31,404.32	175,000.00	143,595.68	18.0
10-430-5160 UNIFORMS & SUPPLIES	763.12	4,979.62	10,000.00	5,020.38	49.8
10-430-5220 TOOLS & SMALL EQUIPMENT	674.16	4,208.18	8,000.00	3,791.82	52.6
10-430-5620 SNOW REMOVAL - MATERIALS	.00	86,689.67	180,000.00	93,310.33	48.2
TOTAL PUBLIC WORKS	181,539.84	1,969,500.73	3,060,083.00	1,090,582.27	64.4

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL EXPENDITURES</u>					
10-490-1420 WORKER'S COMP INSURANCE	4,588.54	43,225.73	42,000.00	(1,225.73)	102.9
10-490-2250 DTS PARKING AND COMMON AREAS	2,397.38	33,587.88	65,000.00	31,412.12	51.7
10-490-2420 TREASURER'S COLLECTION FEES	6,699.22	99,207.65	115,000.00	15,792.35	86.3
10-490-2510 PAYING AGENT FEE - COPS	.00	2,500.00	5,000.00	2,500.00	50.0
10-490-2650 PROFESSIONAL SERVICES	3,524.50	25,536.00	120,000.00	94,464.00	21.3
10-490-3100 TELEPHONE	2,604.23	21,131.38	23,000.00	1,868.62	91.9
10-490-3105 OFFICE LEASE	23,163.37	234,420.17	267,500.00	33,079.83	87.6
10-490-3110 UTILITIES	12,836.26	87,530.28	184,500.00	96,969.72	47.4
10-490-3130 HOLIDAY LIGHTING	.00	.00	100,000.00	100,000.00	.0
10-490-3151 ELECTRICITY - EV CHARGING STAT	.00	334.50	250.00	(84.50)	133.8
10-490-3210 SOFTWARE MAINTENANCE	4,044.79	18,220.60	40,000.00	21,779.40	45.6
10-490-3220 MAINTENANCE - BUILDING	6,135.30	69,928.03	74,250.00	4,321.97	94.2
10-490-3221 EV CHARGING STATION - MAINT	.00	2,650.00	14,000.00	11,350.00	18.9
10-490-4200 MEMBERSHIPS	.00	25,986.96	41,000.00	15,013.04	63.4
10-490-4400 PRINTING & BINDING	.00	.00	1,000.00	1,000.00	.0
10-490-4500 POSTAGE & METER	159.57	4,617.36	8,000.00	3,382.64	57.7
10-490-4600 INSURANCE	5,000.00	205,287.35	179,400.00	(25,887.35)	114.4
10-490-4900 OTHER FEES & SERVICES	1,822.09	67,164.82	50,000.00	(17,164.82)	134.3
10-490-5100 SUPPLIES	264.15	13,716.64	16,500.00	2,783.36	83.1
10-490-5120 FUEL & MAINTENANCE	695.10	3,720.03	6,000.00	2,279.97	62.0
10-490-5200 COMPUTER SOFTWARE	1,039.18	29,390.58	24,000.00	(5,390.58)	122.5
10-490-6100 OFFICE EQUIPMENT	2,798.81	12,523.31	21,000.00	8,476.69	59.6
10-490-7750 COPS PAYMENT - 2019 COPS	.00	.00	295,000.00	295,000.00	.0
10-490-7760 COPS INTEREST - 2019 COPS	.00	41,783.00	83,566.00	41,783.00	50.0
10-490-7770 COPS PAYMENT - 2020 COPS	.00	.00	215,000.00	215,000.00	.0
10-490-7780 COPS INTEREST - 2020 COPS	.00	30,416.50	60,833.00	30,416.50	50.0
10-490-8002 STC PUBLIC IMP REIMB-BUILD TAX	.00	151,641.95	575,000.00	423,358.05	26.4
10-490-8003 STC PUBLIC IMP-PERMIT&PLAN CHK	.00	92,208.60	495,000.00	402,791.40	18.6
10-490-8004 STC SALES TAX REV SHARE-LOUISV	.00	57,405.03	65,000.00	7,594.97	88.3
10-490-8112 SYSTEM DEVELOPMENT FEE REBATE	.00	.00	460,000.00	460,000.00	.0
10-490-8521 MARSH FIRE - OUT OF POCKET EXP	.00	8,975.00	.00	(8,975.00)	.0
10-490-8530 MARSHALL FIRE - USE TAX REBATE	.00	24,229.67	205,000.00	180,770.33	11.8
10-490-8531 MARSH FIRE-PERMIT&PLAN CK REBT	.00	10,194.73	100,000.00	89,805.27	10.2
10-490-9420 TRANSFER TO CAPITAL IMPRV FUND	.00	.00	3,050,000.00	3,050,000.00	.0
TOTAL NON-DEPARTMENTAL EXPENDITURES	77,772.49	1,417,533.75	7,001,799.00	5,584,265.25	20.3
<u>LIBRARY</u>					
10-491-4140 LIBRARY CONTRIBUTION	.00	452,048.29	417,000.00	(35,048.29)	108.4
TOTAL LIBRARY	.00	452,048.29	417,000.00	(35,048.29)	108.4
TOTAL FUND EXPENDITURES	1,317,821.29	13,886,237.76	24,694,132.00	10,807,894.24	56.2
NET REVENUE OVER EXPENDITURES	619,810.57	7,140,944.20	(1,172,562.00)	(8,313,506.20)	609.0

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

SURA STC PROPERTY TAX REV FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
22-31-1120	PROPERTY TAXES FOR DEBT SVC	29,559.42	7,105,627.39	6,765,000.00	(340,627.39)	105.0
22-31-1200	SPECIFIC OWNERSHIP TAXES	6,661.94	61,079.31	81,000.00	19,920.69	75.4
	TOTAL TAXES	36,221.36	7,166,706.70	6,846,000.00	(320,706.70)	104.7
	<u>MISCELLANEOUS REVENUE</u>					
22-36-6100	INTEREST EARNINGS	.00	454.33	1,000.00	545.67	45.4
	TOTAL MISCELLANEOUS REVENUE	.00	454.33	1,000.00	545.67	45.4
	TOTAL FUND REVENUE	36,221.36	7,167,161.03	6,847,000.00	(320,161.03)	104.7

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

SURA STC PROPERTY TAX REV FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
22-415-2420 TREASURER'S COLLECTION FEES	421.09	105,839.15	102,700.00	(3,139.15)	103.1
22-415-2460 BANK FEES	18.00	108.00	100.00	(8.00)	108.0
22-415-7980 PROP TAX REIMB - DEVELOPER	15,128.08	3,668,177.72	3,879,587.00	211,409.28	94.6
22-415-7981 PROP TAX REIMB-STC #1 (DEBT)	11,820.54	1,461,412.26	1,418,437.00	(42,975.26)	103.0
22-415-7982 PROP TAX REIMB-STC #2 (DEBT)	2,855.02	347,549.11	422,188.00	74,638.89	82.3
22-415-7983 PROP TAX REIMB-STC #3 (DEBT)	1,295.62	164,153.07	54,056.00	(110,097.07)	303.7
22-415-7984 PROP TAX REIMB-MOUNT VIEW FIRE	1,167.17	282,504.19	249,659.00	(32,845.19)	113.2
22-415-7985 PROP TAX REIMB - SUPERIOR	733.12	177,658.76	165,804.00	(11,854.76)	107.2
22-415-7987 PROP TAX REIMB - BVSD	459.05	111,138.11	99,812.00	(11,326.11)	111.4
22-415-7988 PROP TAX REIMB-LOUISVILLE FIRE	226.05	54,910.14	59,785.00	4,874.86	91.9
22-415-7991 PROP TAX REIMB - STC #1 (OPS)	1,427.69	374,215.50	256,043.00	(118,172.50)	146.2
22-415-7992 PROP TAX REIMB - STC #2 (OPS)	358.36	89,462.98	113,348.00	23,885.02	78.9
22-415-7993 PROP TAX REIMB - STC #3 (OPS)	311.56	74,981.64	25,481.00	(49,500.64)	294.3
TOTAL ADMINISTRATION	36,221.35	6,912,110.63	6,847,000.00	(65,110.63)	101.0
TOTAL FUND EXPENDITURES	36,221.35	6,912,110.63	6,847,000.00	(65,110.63)	101.0
NET REVENUE OVER EXPENDITURES	.01	255,050.40	.00	(255,050.40)	.0

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

OPEN SPACE 2006 DEBT SVC FD

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
31-31-1300	GENERAL SALES TAX	.00	625,000.00	625,000.00	.00	100.0
31-31-1310	USE TAX--VEHICLE	.00	30,000.00	30,000.00	.00	100.0
31-31-1320	USE TAX--BUILDING	.00	5,000.00	5,000.00	.00	100.0
	TOTAL TAXES	.00	660,000.00	660,000.00	.00	100.0
	<u>MISCELLANEOUS REVENUE</u>					
31-36-6100	INTEREST EARNINGS	1,064.51	9,993.25	5,000.00	(4,993.25)	199.9
	TOTAL MISCELLANEOUS REVENUE	1,064.51	9,993.25	5,000.00	(4,993.25)	199.9
	TOTAL FUND REVENUE	1,064.51	669,993.25	665,000.00	(4,993.25)	100.8

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

OPEN SPACE 2006 DEBT SVC FD

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>OPEN SPACE</u>					
31-471-2460	BANK FEES	.00	400.00	1,000.00	600.00	40.0
31-471-7610	NOTE PRINCIPAL - SERIES 2015	.00	380,000.00	380,000.00	.00	100.0
31-471-7620	NOTE INTEREST - SERIES 2015	.00	8,277.50	12,470.00	4,192.50	66.4
31-471-7820	BOND INTEREST - 2020 BONDS	.00	133,125.00	266,250.00	133,125.00	50.0
	TOTAL OPEN SPACE	.00	521,802.50	659,720.00	137,917.50	79.1
	TOTAL FUND EXPENDITURES	.00	521,802.50	659,720.00	137,917.50	79.1
	NET REVENUE OVER EXPENDITURES	1,064.51	148,190.75	5,280.00	(142,910.75)	2806.6

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

2025 CIP DEBT SERVICE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
36-31-1300	GENERAL SALES TAX	118,714.72	812,549.13	1,400,000.00	587,450.87	58.0
36-31-1310	USE TAX--VEHICLE	10,975.23	88,120.44	130,000.00	41,879.56	67.8
36-31-1320	USE TAX--BUILDING	19,930.58	191,309.20	100,000.00	(91,309.20)	191.3
	<u>TOTAL TAXES</u>	<u>149,620.53</u>	<u>1,091,978.77</u>	<u>1,630,000.00</u>	<u>538,021.23</u>	<u>67.0</u>
	<u>MISCELLANEOUS REVENUE</u>					
36-36-6100	INTEREST EARNINGS	3,716.61	10,410.93	.00	(10,410.93)	.0
36-36-6810	BOND PROCEEDS	.00	323,253.10	330,000.00	6,746.90	98.0
	<u>TOTAL MISCELLANEOUS REVENUE</u>	<u>3,716.61</u>	<u>333,664.03</u>	<u>330,000.00</u>	<u>(3,664.03)</u>	<u>101.1</u>
	<u>TOTAL FUND REVENUE</u>	<u>153,337.14</u>	<u>1,425,642.80</u>	<u>1,960,000.00</u>	<u>534,357.20</u>	<u>72.7</u>

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

2025 CIP DEBT SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
36-490-2430 PAVING AGENT FEES	.00	.00	1,000.00	1,000.00	.0
36-490-2450 BOND ISSUANCE COSTS	.00	317,003.10	330,000.00	12,996.90	96.1
36-490-2460 BANK FEES	.00	.00	1,000.00	1,000.00	.0
36-490-7790 BOND PRINCIPAL - 2025 BONDS	.00	.00	490,000.00	490,000.00	.0
36-490-7800 BOND INTEREST - 2025 BONDS	.00	.00	400,401.00	400,401.00	.0
TOTAL DEPARTMENT 490	.00	317,003.10	1,222,401.00	905,397.90	25.9
TOTAL FUND EXPENDITURES	.00	317,003.10	1,222,401.00	905,397.90	25.9
NET REVENUE OVER EXPENDITURES	153,337.14	1,108,639.70	737,599.00	(371,040.70)	150.3

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

CAPITAL IMPROVEMENTS PRGM FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
42-31-1300	GENERAL SALES TAX	113,061.63	1,030,499.21	1,358,298.00	327,798.79	75.9
42-31-1310	USE TAX--VEHICLE	10,452.60	92,778.42	122,000.00	29,221.58	76.1
42-31-1320	USE TAX--BUILDING	18,981.50	182,199.23	115,000.00	(67,199.23)	158.4
	<u>TOTAL TAXES</u>	<u>142,495.73</u>	<u>1,305,476.86</u>	<u>1,595,298.00</u>	<u>289,821.14</u>	<u>81.8</u>
	<u>MISCELLANEOUS REVENUE</u>					
42-36-6100	INTEREST EARNINGS	.00	35,222.93	9,000.00	(26,222.93)	391.4
42-36-6300	GRANTS	231,453.98	1,029,769.06	2,019,565.00	989,795.94	51.0
42-36-6651	MARSHALL FIRE-FEMA REIMBURSE	1,319,180.04	1,458,963.43	.00	(1,458,963.43)	.0
42-36-6700	SALE OF ASSETS	.00	8,567.21	5,000.00	(3,567.21)	171.3
42-36-6840	PARK FEE	.00	12,000.00	51,000.00	39,000.00	23.5
42-36-6841	SCHOOL IMPACT FEE	.00	5,880.00	25,000.00	19,120.00	23.5
42-36-6910	TRANSFER FROM GENERAL FUND	.00	.00	3,050,000.00	3,050,000.00	.0
42-36-6973	TRANS FROM MARSHALL FIRE RECOV	.00	.00	860,000.00	860,000.00	.0
	<u>TOTAL MISCELLANEOUS REVENUE</u>	<u>1,550,634.02</u>	<u>2,550,402.63</u>	<u>6,019,565.00</u>	<u>3,469,162.37</u>	<u>42.4</u>
	<u>TOTAL FUND REVENUE</u>	<u>1,693,129.75</u>	<u>3,855,879.49</u>	<u>7,614,863.00</u>	<u>3,758,983.51</u>	<u>50.6</u>

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

CAPITAL IMPROVEMENTS PRGM FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS & RECREATION</u>					
42-426-3470 MAINTENANCE-FENCE	.00	5,835.92	50,000.00	44,164.08	11.7
42-426-6040 IRRIGATION UPGRADES	.00	165.70	65,000.00	64,834.30	.3
42-426-6290 TREE ENHANCEMENT & CARE	10,980.00	135,236.29	230,000.00	94,763.71	58.8
42-426-6300 VEHICLES	7,397.00	32,187.00	60,000.00	27,813.00	53.7
42-426-6416 COMMUNITY CENTER BLDG MAINT	834.94	9,495.79	50,000.00	40,504.21	19.0
42-426-6421 BUILDING-PW/PARKS MAINT & OPER	14,629.80	136,194.34	625,000.00	488,805.66	21.8
42-426-6423 CAPITAL BUILDING MAINT - PARKS	.00	.00	15,000.00	15,000.00	.0
42-426-6492 PLAYGROUND UPDATE	.00	87,589.25	100,000.00	12,410.75	87.6
42-426-6493 PLAYGROUND SHADE STRUCTURES	.00	.00	100,000.00	100,000.00	.0
42-426-6494 XERISCAPING PROJECTS	64,270.75	171,846.15	75,000.00	(96,846.15)	229.1
42-426-6520 PARK IMPROVEMENTS - SHRUB BED	18,461.11	39,825.52	75,000.00	35,174.48	53.1
42-426-6522 DOG PARK RENOVATIONS	.00	386.16	25,000.00	24,613.84	1.5
42-426-6530 PARK IMPROVEMENTS--OTHER	.00	78,126.90	75,000.00	(3,126.90)	104.2
42-426-6533 PARK FURNITURE REPLACEMENT	.00	2,532.87	30,000.00	27,467.13	8.4
42-426-6560 HISTORIC PROJECTS	.00	857.06	35,000.00	34,142.94	2.5
42-426-6989 PUBLIC ART ACQUISITION	6,789.77	20,479.63	70,000.00	49,520.37	29.3
TOTAL PARKS & RECREATION	123,363.37	720,758.58	1,680,000.00	959,241.42	42.9
<u>PUBLIC WORKS AND UTILITIES</u>					
42-430-6244 TRAFFIC SIGNAL SYSTEM UPGRADES	90,998.00	90,998.00	60,000.00	(30,998.00)	151.7
42-430-6300 VEHICLES	.00	2,975.00	75,000.00	72,025.00	4.0
42-430-6421 BUILDING-PW/PARKS MAINT & OPER	14,629.80	136,194.33	625,000.00	488,805.67	21.8
42-430-6599 STREET MAINTENANCE - IN HOUSE	2,236.70	143,507.20	300,000.00	156,492.80	47.8
42-430-6605 STREET MAINT/REHAB - 2025	8,900.00	1,559,037.60	2,350,000.00	790,962.40	66.3
42-430-6613 ROCK CREEK PARKWAY UNDERPASS	256,992.48	1,154,685.07	1,050,000.00	(104,685.07)	110.0
42-430-6645 STREET SEALING SLURRY SEALS	.00	.00	200,000.00	200,000.00	.0
42-430-6650 TRAFFIC CALMING	.00	.00	25,000.00	25,000.00	.0
TOTAL PUBLIC WORKS AND UTILITIES	373,756.98	3,087,397.20	4,685,000.00	1,597,602.80	65.9
<u>NON-DEPARTMENTAL EXPENDITURES</u>					
42-490-6010 SUSTAINABILITY ENHANCEMENTS	.00	.00	50,000.00	50,000.00	.0
42-490-6021 ENHANCED TOWN FACILITY COMM	.00	.00	20,000.00	20,000.00	.0
42-490-6100 SERVER REPLACEMENT	.00	787.50	50,000.00	49,212.50	1.6
42-490-6140 AV EQUIPMENT IMPROVEMENTS	.00	6,553.41	20,000.00	13,446.59	32.8
42-490-6402 CAPITAL BUILDING MAINT - OTHER	.00	5,526.55	30,000.00	24,473.45	18.4
42-490-6546 DOWNTOWN SUPERIOR CIVIC SPACE	.00	1,211,988.99	600,000.00	(611,988.99)	202.0
42-490-6900 LAND	544,971.46	549,971.46	.00	(549,971.46)	.0
42-490-6991 COMPREHENSIVE PLAN UPDATE	3,485.30	123,071.98	225,000.00	101,928.02	54.7
TOTAL NON-DEPARTMENTAL EXPENDITURES	548,456.76	1,897,899.89	995,000.00	(902,899.89)	190.7
TOTAL FUND EXPENDITURES	1,045,577.11	5,706,055.67	7,360,000.00	1,653,944.33	77.5

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

CAPITAL IMPROVEMENTS PRGM FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	647,552.64	(1,850,176.18)	254,863.00	2,105,039.18	(726.0)

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

SMID PUBLIC IMPROVEMENTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
45-31-1130	PROPERTY TAXES FOR ADMIN EXP	.00	125,355.79	120,000.00	(5,355.79)	104.5
45-31-1140	PROPERTY TAXES FOR MAINT	.00	551,334.69	534,000.00	(17,334.69)	103.3
45-31-1200	SPECIFIC OWNERSHIP TAXES	2,476.54	23,044.91	34,000.00	10,955.09	67.8
	TOTAL TAXES	2,476.54	699,735.39	688,000.00	(11,735.39)	101.7
	<u>INTERGOVERNMENTAL REVENUES</u>					
45-33-3710	HIGHWAY SIGNAL MAINTENANCE FEE	.00	.00	36,696.00	36,696.00	.0
	TOTAL INTERGOVERNMENTAL REVENUES	.00	.00	36,696.00	36,696.00	.0
	<u>MISCELLANEOUS REVENUE</u>					
45-36-6100	INTEREST EARNINGS	7,055.19	60,422.36	73,000.00	12,577.64	82.8
45-36-6300	GRANT REVENUE	.00	.00	500,000.00	500,000.00	.0
45-36-6651	MARSHALL FIRE - FEMA REIMBURSE	87,805.18	87,805.18	.00	(87,805.18)	.0
	TOTAL MISCELLANEOUS REVENUE	94,860.37	148,227.54	573,000.00	424,772.46	25.9
	TOTAL FUND REVENUE	97,336.91	847,962.93	1,297,696.00	449,733.07	65.3

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

SMID PUBLIC IMPROVEMENTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMINISTRATION					
45-415-2420	TREASURER'S COLLECTION FEES	.00	10,139.39	10,000.00	(139.39)	101.4
45-415-2650	MANAGEMENT SERVICES	15,889.17	143,002.53	190,670.00	47,667.47	75.0
	TOTAL ADMINISTRATION	15,889.17	153,141.92	200,670.00	47,528.08	76.3
	PARKS, RECREATION & OPEN SPACE					
45-426-3140	LANDSCAPE WATER	5,343.06	19,729.69	34,750.00	15,020.31	56.8
45-426-3450	LANDSCAPING	16,869.21	168,096.21	226,500.00	58,403.79	74.2
	TOTAL PARKS, RECREATION & OPEN SPACE	22,212.27	187,825.90	261,250.00	73,424.10	71.9
	TRANSPORTATION					
45-430-2240	TRAFFIC ENGINEERING SERVICES	1,050.00	4,957.15	7,500.00	2,542.85	66.1
45-430-3100	TELEPHONE	183.96	1,655.64	2,000.00	344.36	82.8
45-430-3150	ELECTRICITY	1,318.43	11,909.31	22,500.00	10,590.69	52.9
45-430-3310	MAINTENANCE - STREET & ROAD	.00	.00	4,000.00	4,000.00	.0
45-430-3370	MAINTENANCE - RESERVOIR/PONDS	.00	.00	50,000.00	50,000.00	.0
45-430-3420	SNOW REMOVAL	.00	21,361.24	31,500.00	10,138.76	67.8
45-430-3440	MAINTENANCE - TRAFFIC SIGNAL	3,582.00	19,076.38	35,000.00	15,923.62	54.5
45-430-3460	MAINTENANCE - STREET LIGHT	.00	4,173.09	6,000.00	1,826.91	69.6
45-430-3461	MAINT-STREET LIGHT-TOWN OWNED	.00	.00	10,000.00	10,000.00	.0
45-430-3510	STREET SWEEPING	.00	531.60	1,400.00	868.40	38.0
45-430-5130	SIGNAGE & STRIPING	.00	.00	10,000.00	10,000.00	.0
45-430-5620	SNOW REMOVAL - MATERIALS	.00	6,525.04	13,500.00	6,974.96	48.3
45-430-6600	STREET REHABILITATION	.00	555,064.81	900,000.00	344,935.19	61.7
45-430-6627	MARSHALL/MCCASLIN INTERSECTION	.00	.00	1,000,000.00	1,000,000.00	.0
	TOTAL TRANSPORTATION	6,134.39	625,254.26	2,093,400.00	1,468,145.74	29.9
	TOTAL FUND EXPENDITURES	44,235.83	966,222.08	2,555,320.00	1,589,097.92	37.8
	NET REVENUE OVER EXPENDITURES	53,101.08	(118,259.15)	(1,257,624.00)	(1,139,364.85)	(9.4)

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

2025 CAPITAL IMPRV PROJECT FD

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MISCELLANEOUS REVENUE					
46-36-6100	INTEREST EARNINGS	61,932.97	229,908.86	.00	(229,908.86)	.0
46-36-6810	BOND PROCEEDS	.00	17,245,146.70	17,200,000.00	(45,146.70)	100.3
	TOTAL MISCELLANEOUS REVENUE	61,932.97	17,475,055.56	17,200,000.00	(275,055.56)	101.6
	TOTAL FUND REVENUE	61,932.97	17,475,055.56	17,200,000.00	(275,055.56)	101.6

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

2025 CAPITAL IMPRV PROJECT FD

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PARKS & RECREATION</u>					
46-426-6843	NORTH POOL RENOVATION	50,439.50	285,240.50	2,330,000.00	2,044,759.50	12.2
46-426-6844	SOUTH POOL RENOVATION	11,170.00	31,170.00	270,000.00	238,830.00	11.5
46-426-6845	COMMUNITY PARK PLAYGROUND	625,000.00	625,000.00	700,000.00	75,000.00	89.3
	TOTAL PARKS & RECREATION	686,609.50	941,410.50	3,300,000.00	2,358,589.50	28.5
	<u>PUBLIC WORKS AND UTILITIES</u>					
46-430-6614	RCP - INDIANA TO 88TH STREET	3,622.25	295,640.25	350,000.00	54,359.75	84.5
46-430-6615	RCP - HONEY CRK DR TO COALTON	.00	.00	1,500,000.00	1,500,000.00	.0
	TOTAL PUBLIC WORKS AND UTILITIES	3,622.25	295,640.25	1,850,000.00	1,554,359.75	16.0
	TOTAL FUND EXPENDITURES	690,231.75	1,237,050.75	5,150,000.00	3,912,949.25	24.0
	NET REVENUE OVER EXPENDITURES	(628,298.78)	16,238,004.81	12,050,000.00	(4,188,004.81)	134.8

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CHARGES FOR SERVICES</u>					
50-34-4510 WATER SERVICE FEES	367,072.43	2,300,476.56	2,985,000.00	684,523.44	77.1
50-34-4511 IRRIGATION SERVICE FEES	120,935.09	464,940.92	752,500.00	287,559.08	61.8
50-34-4512 TAPPING FEES	1,225.00	4,950.00	4,000.00	(950.00)	123.8
50-34-4513 UTILITY TRANSFER & LATE FEES	2,060.00	17,275.00	20,000.00	2,725.00	86.4
50-34-4516 METER INSTALLATION FEES	500.00	2,350.00	3,000.00	650.00	78.3
50-34-4517 CONSTRUCTION METER FEES	.00	1,407.65	1,000.00	(407.65)	140.8
50-34-4518 CONSTRUCTION WATER FEES	1,228.16	8,142.47	5,000.00	(3,142.47)	162.9
50-34-4519 METER FEES	6,940.00	26,825.00	20,000.00	(6,825.00)	134.1
50-34-4521 BACKFLOW TEST FEES	.00	85.00	2,000.00	1,915.00	4.3
TOTAL CHARGES FOR SERVICES	499,960.68	2,826,452.60	3,792,500.00	966,047.40	74.5
<u>MISCELLANEOUS REVENUE</u>					
50-36-6100 INTEREST EARNINGS	72,386.05	581,079.27	689,000.00	107,920.73	84.3
50-36-6300 GRANTS	.00	9,290.00	4,141,250.00	4,131,960.00	.2
50-36-6341 SYSTEM DEVEL FEES (TAP FEES)	475,171.00	2,202,307.00	2,500,000.00	297,693.00	88.1
50-36-6344 IRRIG. SYS. DEVEL. (TAP FEES)	15,367.00	43,031.00	25,000.00	(18,031.00)	172.1
50-36-6348 EFFLUENT WATER LEASES	.00	25,200.00	20,000.00	(5,200.00)	126.0
50-36-6500 RENEWABLE ENERGY CREDIT PYMTS	1,363.72	18,810.50	25,000.00	6,189.50	75.2
50-36-6600 OTHER REVENUE	150.00	1,265.00	5,000.00	3,735.00	25.3
50-36-6651 MARSHALL FIRE - FEMA REIMBURSE	6,023.45	6,023.45	.00	(6,023.45)	.0
50-36-6700 SALE OF ASSETS	.00	.00	1,000.00	1,000.00	.0
TOTAL MISCELLANEOUS REVENUE	570,461.22	2,887,006.22	7,406,250.00	4,519,243.78	39.0
TOTAL FUND REVENUE	1,070,421.90	5,713,458.82	11,198,750.00	5,485,291.18	51.0

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
50-415-2100	LEGAL SERVICES - GENERAL	.00	236.83	1,000.00	763.17 23.7
50-415-3100	TELEPHONE	95.41	746.66	1,600.00	853.34 46.7
50-415-4200	MEMBERSHIPS	.00	.00	1,100.00	1,100.00 .0
50-415-4300	TRAINING	.00	557.56	1,950.00	1,392.44 28.6
50-415-4310	TRAVEL & EXPENSES	.00	148.24	1,500.00	1,351.76 9.9
50-415-4400	PRINTING & BINDING	.00	8,070.50	6,000.00 (2,070.50)	134.5
50-415-4900	OTHER FEES & SERVICES	86.54	1,358.56	3,000.00	1,641.44 45.3
50-415-5100	OFFICE SUPPLIES	.00	396.67	2,500.00	2,103.33 15.9
50-415-5160	UNIFORMS & SUPPLIES	381.57	2,311.83	4,000.00	1,688.17 57.8
50-415-8220	WATER CONSERVATION PROGRAM	3,387.50	18,779.47	33,000.00	14,220.53 56.9
TOTAL ADMINISTRATION		3,951.02	32,606.32	55,650.00	23,043.68 58.6
<u>WATER SUPPLY</u>					
50-450-5510	WATER LEASES	.00	.00	34,500.00	34,500.00 .0
50-450-5520	WINDY GAP CARRIAGE & POWER	.00	169,290.79	325,000.00	155,709.21 52.1
50-450-5530	COLORADO BIG THOMPSON ASSESSMT	116,833.60	116,833.60	124,700.00	7,866.40 93.7
50-450-5541	FRICO ASSESSMENTS	.00	470.00	2,000.00	1,530.00 23.5
50-450-5560	C-B/T CARRY-OVER	.00	.00	24,000.00	24,000.00 .0
50-450-5570	WINDY GAP ADMIN/FIXED O&M COST	.00	54,000.00	54,000.00	.00 100.0
50-450-6710	WATER RIGHTS--LEGAL & ENGINEER	2,440.50	14,475.30	33,000.00	18,524.70 43.9
50-450-6750	SOUTHERN WATER SUPPLY PIPELINE	.00	343,330.11	557,000.00	213,669.89 61.6
TOTAL WATER SUPPLY		119,274.10	698,399.80	1,154,200.00	455,800.20 60.5
<u>WATER TREATMENT</u>					
50-451-2370	TREATMENT PLANT OPERATOR	14,530.17	116,241.36	179,000.00	62,758.64 64.9
50-451-2371	TREATMENT PLANT-CHEMICAL TEST	438.90	9,090.48	26,000.00	16,909.52 35.0
50-451-2372	TREATMENT PLANT-ADD'L SERVICES	211.15	530.01	13,800.00	13,269.99 3.8
50-451-2373	STATE PERMIT & CALIBRATION	.00	22,671.50	28,500.00	5,828.50 79.6
50-451-3100	TELEPHONE	374.81	3,313.27	4,700.00	1,386.73 70.5
50-451-3110	UTILITIES	335.93	3,768.77	8,200.00	4,431.23 46.0
50-451-3150	ELECTRICITY	3,267.99	30,781.09	31,000.00	218.91 99.3
50-451-3160	NATURAL GAS	52.95	2,911.30	5,400.00	2,488.70 53.9
50-451-3340	REPAIR & MAINT-TREATMENT PLANT	825.34	22,233.29	50,000.00	27,766.71 44.5
50-451-3341	PROCESS & INSTRUMENT MAINT	.00	8,439.25	17,500.00	9,060.75 48.2
50-451-3342	MAINTENANCE - UV SYSTEM	.00	1,618.50	26,500.00	24,881.50 6.1
50-451-3390	SOLIDS HAULING	.00	.00	50,000.00	50,000.00 .0
50-451-3491	OPER & MAINT-PHOTOVOLTAIC SYS	420.80	6,718.44	5,400.00 (1,318.44)	124.4
50-451-5140	CHEMICALS	6,627.42	68,867.40	94,000.00	25,132.60 73.3
50-451-5220	TOOLS & SMALL EQUIPMENT	337.08	3,742.32	5,200.00	1,457.68 72.0
50-451-5510	SCADA SOFTWARE	3,896.00	14,096.00	20,500.00	6,404.00 68.8
TOTAL WATER TREATMENT		31,318.54	315,022.98	565,700.00	250,677.02 55.7

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER STORAGE & DISTRIBUTION</u>						
50-452-2210	ENGINEERING SERVICES	1,050.00	20,397.50	50,000.00	29,602.50	40.8
50-452-2390	UTILITY LOCATION SERVICES	1,644.17	2,291.65	1,600.00	(691.65)	143.2
50-452-3150	ELECTRICITY	9,295.19	50,668.18	79,800.00	29,131.82	63.5
50-452-3350	REPAIR & MAINT - POTABLE LINES	2,021.28	41,532.61	173,000.00	131,467.39	24.0
50-452-3360	MAINTENANCE - IRRIGATION	2,402.87	34,833.11	68,400.00	33,566.89	50.9
50-452-3370	MAINTENANCE - RESERVOIR/PONDS	.00	11,270.76	19,000.00	7,729.24	59.3
50-452-5610	WATER METERS	.00	61,190.11	75,000.00	13,809.89	81.6
	TOTAL WATER STORAGE & DISTRIBUTION	16,413.51	222,183.92	466,800.00	244,616.08	47.6
<u>NON-DEPARTMENTAL EXPENDITURES</u>						
50-490-2400	AUDITING SERVICES	.00	17,784.39	22,500.00	4,715.61	79.0
50-490-2440	UTILITY BILLING FEES	1,039.33	14,529.04	17,000.00	2,470.96	85.5
50-490-2490	INVESTMENT FEES	1,358.75	10,720.48	15,000.00	4,279.52	71.5
50-490-2650	MANAGEMENT SERVICES	38,121.28	343,091.52	457,455.00	114,363.48	75.0
50-490-3220	MAINTENANCE - BUILDING	42.77	363.75	5,000.00	4,636.25	7.3
50-490-4600	INSURANCE	.00	60,812.02	50,500.00	(10,312.02)	120.4
50-490-4800	STUDIES	.00	.00	2,500.00	2,500.00	.0
50-490-5120	FUEL & MAINTENANCE	432.84	8,599.78	20,000.00	11,400.22	43.0
50-490-7730	NOTE PRINCIPAL - 2015 NOTE	.00	.00	6,135,624.00	6,135,624.00	.0
50-490-7740	NOTE INTEREST - 2015 NOTE	.00	59,822.33	119,645.00	59,822.67	50.0
	TOTAL NON-DEPARTMENTAL EXPENDITURES	40,994.97	515,723.31	6,845,224.00	6,329,500.69	7.5
<u>UTILITY PROJECTS</u>						
50-499-3340	FILTER MEDIA CLEANING & REPLAC	.00	22,600.62	40,000.00	17,399.38	56.5
50-499-6071	GAC SYSTEM	.00	8,975.00	154,500.00	145,525.00	5.8
50-499-6132	WTP CLARIFLOCCULATOR REBUILD	.00	9,730.00	260,000.00	250,270.00	3.7
50-499-6135	REUSE SYSTEM UPGRADES	.00	.00	150,000.00	150,000.00	.0
50-499-6137	SMART METERS	.00	.00	2,250,000.00	2,250,000.00	.0
50-499-6138	WATER MAIN TRANSMISSION LINE	131,416.42	265,790.06	250,000.00	(15,790.06)	106.3
50-499-6142	WATER PUMPS STATION UPGRADES	.00	14,445.00	300,000.00	285,555.00	4.8
50-499-6146	WTP BUILDING MAINTENANCE	.00	22,994.00	60,000.00	37,006.00	38.3
50-499-6148	WTP SLUDGE DRYING BEDS	.00	60.00	230,000.00	229,940.00	.0
50-499-6157	POTABLE & IRRIGATION VALVE	.00	4,574.77	70,000.00	65,425.23	6.5
50-499-6159	FIRE HYDRANT REPLACEMENT	.00	20,436.27	25,000.00	4,563.73	81.8
50-499-6271	FRICO PIPELINE MAINTENANCE	.00	2,415.00	.00	(2,415.00)	.0
50-499-6300	VEHICLES	.00	1,487.50	37,500.00	36,012.50	4.0
50-499-6421	BUILDING-PW/PARKS MAINT & OPER	29,259.59	272,388.66	1,250,000.00	977,611.34	21.8
50-499-6781	WINDY GAP LOAN REPAYMENT	.00	1,435,367.89	1,460,000.00	24,632.11	98.3
	TOTAL UTILITY PROJECTS	160,676.01	2,081,264.77	6,537,000.00	4,455,735.23	31.8
	TOTAL FUND EXPENDITURES	372,628.15	3,865,201.10	15,624,574.00	11,759,372.90	24.7

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	697,793.75	1,848,257.72	(4,425,824.00)	(6,274,081.72)	41.8

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CHARGES FOR SERVICES</u>					
51-34-4512 TAPPING FEES	775.00	3,425.00	4,000.00	575.00	85.6
51-34-4514 SEWER USER FEES	206,949.16	1,788,654.01	2,202,537.00	413,882.99	81.2
TOTAL CHARGES FOR SERVICES	207,724.16	1,792,079.01	2,206,537.00	414,457.99	81.2
<u>MISCELLANEOUS REVENUE</u>					
51-36-6100 INTEREST EARNINGS	5,111.78	82,459.94	74,000.00	(8,459.94)	111.4
51-36-6300 GRANTS	.00	.00	3,039,414.00	3,039,414.00	.0
51-36-6341 SYSTEM DEVEL FEES (TAP FEES)	323,481.60	1,654,668.60	1,900,000.00	245,331.40	87.1
51-36-6500 RENEWABLE ENERGY CREDIT PYMTS	2,127.19	19,161.73	26,155.00	6,993.27	73.3
51-36-6600 OTHER REVENUE	.00	8,160.00	1,000.00	(7,160.00)	816.0
51-36-6651 MARSHALL FIRE - FEMA REIMBURSE	946.06	946.06	.00	(946.06)	.0
51-36-6700 SALE OF ASSETS	.00	26,037.62	500.00	(25,537.62)	5207.5
51-36-6953 TRANSFER FROM OPERATIONS	.00	.00	81,767.00	81,767.00	.0
TOTAL MISCELLANEOUS REVENUE	331,666.63	1,791,433.95	5,122,836.00	3,331,402.05	35.0
TOTAL FUND REVENUE	539,390.79	3,583,512.96	7,329,373.00	3,745,860.04	48.9

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
51-415-2100 LEGAL SERVICES - GENERAL	.00	236.83	500.00	263.17	47.4
51-415-3100 TELEPHONE	57.24	447.99	1,100.00	652.01	40.7
51-415-4200 MEMBERSHIPS	.00	.00	500.00	500.00	.0
51-415-4300 TRAINING	.00	334.54	1,170.00	835.46	28.6
51-415-4310 TRAVEL & EXPENSES	.00	88.94	1,545.00	1,456.06	5.8
51-415-4900 OTHER FEES & SERVICES	51.93	817.52	1,700.00	882.48	48.1
51-415-5100 OFFICE SUPPLIES	.00	9,326.53	1,500.00	(7,826.53)	621.8
51-415-5160 UNIFORMS & SUPPLIES	232.50	1,390.37	3,000.00	1,609.63	46.4
TOTAL ADMINISTRATION	341.67	12,642.72	11,015.00	(1,627.72)	114.8
<u>WASTE WATER COLLECTION</u>					
51-460-2210 ENGINEERING SERVICES	.00	2,890.00	25,000.00	22,110.00	11.6
51-460-2390 UTILITY LOCATION SERVICES	1,595.76	2,224.22	2,000.00	(224.22)	111.2
51-460-3110 UTILITIES	31.17	243.78	500.00	256.22	48.8
51-460-3150 ELECTRICITY	1,093.96	8,067.14	11,500.00	3,432.86	70.2
51-460-3160 NATURAL GAS	67.83	526.42	1,000.00	473.58	52.6
51-460-3350 MAINTENANCE--UTIL LINES/CHAN'L	3,146.43	13,867.60	34,500.00	20,632.40	40.2
51-460-3430 MAINTENANCE--LIFT STATION	.00	561.47	12,000.00	11,438.53	4.7
TOTAL WASTE WATER COLLECTION	5,935.15	28,380.63	86,500.00	58,119.37	32.8
<u>WASTE WATER TREATMENT PLANT</u>					
51-461-2210 ENGINEERING SERVICES	.00	.00	25,000.00	25,000.00	.0
51-461-2370 TREATMENT PLANT OPERATOR	33,405.77	267,246.16	411,000.00	143,753.84	65.0
51-461-2371 TREATMENT PLANT-CHEMICAL TEST	6,338.33	31,349.71	54,000.00	22,650.29	58.1
51-461-2372 TREATMENT PLANT-ADD'L SERVICES	1,274.99	1,931.98	12,800.00	10,868.02	15.1
51-461-2373 STATE PERMITS	2,806.00	14,728.60	26,000.00	11,271.40	56.7
51-461-3100 TELEPHONE	311.58	2,504.12	3,200.00	695.88	78.3
51-461-3110 UTILITIES - WATER	2,263.73	17,358.76	16,000.00	(1,358.76)	108.5
51-461-3150 ELECTRICITY	15,373.02	100,410.38	175,000.00	74,589.62	57.4
51-461-3160 NATURAL GAS	.00	5,438.82	19,000.00	13,561.18	28.6
51-461-3340 REPAIR & MAINT-TREATMENT PLANT	14,248.80	80,445.43	94,100.00	13,654.57	85.5
51-461-3341 PROCESS & INSTRUMENT MAINT	.00	11,364.10	13,900.00	2,535.90	81.8
51-461-3355 REPAIRS & MAINT-CENTRIFUGE	.00	1,831.90	.00	(1,831.90)	.0
51-461-3390 SLUDGE HAULING	1,732.41	16,825.03	52,300.00	35,474.97	32.2
51-461-3491 OPER & MAINT-PHOTOVOLTAIC SYS	.00	12,166.02	5,400.00	(6,766.02)	225.3
51-461-5140 CHEMICALS	10,039.24	105,054.34	200,000.00	94,945.66	52.5
51-461-5220 TOOLS & SMALL EQUIPMENT	202.24	1,262.44	3,200.00	1,937.56	39.5
51-461-5510 SCADA SOFTWARE	2,791.00	12,991.00	21,000.00	8,009.00	61.9
TOTAL WASTE WATER TREATMENT PLANT	90,787.11	682,908.79	1,131,900.00	448,991.21	60.3

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL EXPENDITURES</u>					
51-490-2400 AUDITING SERVICES	.00	10,670.61	13,500.00	2,829.39	79.0
51-490-2440 UTILITY BILLING FEES	420.15	4,377.70	5,000.00	622.30	87.6
51-490-2490 INVESTMENT FEES	143.03	1,128.47	1,600.00	471.53	70.5
51-490-2650 MANAGEMENT SERVICES	22,872.77	205,854.93	274,473.00	68,618.07	75.0
51-490-3220 MAINTENANCE - BUILDING	55.84	3,224.57	2,500.00	(724.57)	129.0
51-490-4600 INSURANCE	.00	36,487.21	28,550.00	(7,937.21)	127.8
51-490-5120 FUEL & ROUTINE MAINTENANCE	259.70	5,156.83	11,500.00	6,343.17	44.8
51-490-7630 LOAN PRINCIPAL - 2020 LOAN	.00	200,960.00	200,960.00	.00	100.0
51-490-7640 LOAN INTEREST - 2020 LOAN	.00	100,700.60	100,701.00	.40	100.0
51-490-7730 NOTE PRINCIPAL - 2015 NOTE	.00	.00	336,171.00	336,171.00	.0
51-490-7740 NOTE INTEREST - 2015 NOTE	.00	3,277.67	6,555.00	3,277.33	50.0
51-490-9530 TRANSFER TO CAPITAL	.00	.00	81,767.00	81,767.00	.0
TOTAL NON-DEPARTMENTAL EXPENDITURES	23,751.49	571,838.59	1,063,277.00	491,438.41	53.8
<u>UTILITY PROJECTS</u>					
51-499-6081 TOWNWIDE COLLECTION SYSTEM VID	.00	.00	40,000.00	40,000.00	.0
51-499-6179 WWTP DISCHARGE REPAIRS	.00	.00	80,000.00	80,000.00	.0
51-499-6195 WWTP SLUDGE DEWATERING	4,605.00	687,516.47	.00	(687,516.47)	.0
51-499-6236 WWTP MISC IMPROVEMENTS	19,784.00	19,784.00	50,000.00	30,216.00	39.6
51-499-6237 WWTP BUILDING UPGRADES	.00	5,612.70	80,000.00	74,387.30	7.0
51-499-6239 WWTP BIOLOG. NUTRIENT REMOVAL	181,567.50	2,398,988.92	2,800,000.00	401,011.08	85.7
51-499-6279 WWTP PROCESS PUMP MAINTENANCE	.00	95,834.82	.00	(95,834.82)	.0
51-499-6281 WWTP CONTROLS EQUIP UPGRADES	.00	29,315.00	.00	(29,315.00)	.0
51-499-6284 SANIT SEWER MANHOLE&LINE REHAB	.00	6,129.75	75,000.00	68,870.25	8.2
51-499-6300 VEHICLES	.00	283,785.00	22,500.00	(261,285.00)	1261.3
51-499-6940 EQ PONDS SLUDGE REMOVAL	.00	344,839.92	500,000.00	155,160.08	69.0
TOTAL UTILITY PROJECTS	205,956.50	3,871,806.58	3,647,500.00	(224,306.58)	106.2
TOTAL FUND EXPENDITURES	326,771.92	5,167,577.31	5,940,192.00	772,614.69	87.0
NET REVENUE OVER EXPENDITURES	212,618.87	(1,584,064.35)	1,389,181.00	2,973,245.35	(114.0)

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

STORM DRAINAGE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CHARGES FOR SERVICES</u>					
52-34-4515	STORM DRAINAGE FEES	34,146.55	305,677.25	408,000.00	102,322.75	74.9
	TOTAL CHARGES FOR SERVICES	34,146.55	305,677.25	408,000.00	102,322.75	74.9
	<u>MISCELLANEOUS REVENUE</u>					
52-36-6100	INTEREST EARNINGS	3,175.08	23,811.78	19,000.00	(4,811.78)	125.3
52-36-6341	SYSTEM DEVEL FEES (TAP FEES)	93,006.00	341,684.03	240,000.00	(101,684.03)	142.4
52-36-6600	OTHER REVENUE	.00	159,172.50	.00	(159,172.50)	.0
52-36-6651	MARSHALL FIRE - FEMA REIMBURSE	4,310.61	4,310.61	.00	(4,310.61)	.0
52-36-6700	SALE OF ASSETS	.00	.00	500.00	500.00	.0
	TOTAL MISCELLANEOUS REVENUE	100,491.69	528,978.92	259,500.00	(269,478.92)	203.9
	TOTAL FUND REVENUE	134,638.24	834,656.17	667,500.00	(167,156.17)	125.0

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

STORM DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
52-415-2100 LEGAL SERVICES - GENERAL	.00	236.84	500.00	263.16	47.4
52-415-2300 PLANNING SERVICES - (KICP)	.00	14,840.00	18,000.00	3,160.00	82.4
52-415-2373 MS4 PERMIT ADMINISTRATION	.00	31,076.76	45,000.00	13,923.24	69.1
52-415-3100 TELEPHONE	38.16	298.65	1,000.00	701.35	29.9
52-415-4200 MEMBERSHIPS	.00	.00	1,200.00	1,200.00	.0
52-415-4300 TRAINING	.00	222.98	780.00	557.02	28.6
52-415-4310 TRAVEL & EXPENSES	.00	59.30	1,030.00	970.70	5.8
52-415-4900 OTHER FEES & SERVICES	34.65	540.93	1,250.00	709.07	43.3
52-415-5100 OFFICE SUPPLIES	.00	166.12	2,100.00	1,933.88	7.9
52-415-5160 UNIFORMS & SUPPLIES	149.03	913.54	1,500.00	586.46	60.9
TOTAL ADMINISTRATION	221.84	48,355.12	72,360.00	24,004.88	66.8
<u>STORM DRAINAGE</u>					
52-480-2210 ENGINEERING SERVICES	.00	.00	10,000.00	10,000.00	.0
52-480-2390 UTILITY LOCATION SERVICES	1,595.76	2,224.22	2,000.00	(224.22)	111.2
52-480-3350 REPAIR & MAINT-UTIL'Y CHANNELS	154.84	154.84	3,000.00	2,845.16	5.2
52-480-3370 REPAIR & MAINT-RESERVOIR/PONDS	3,194.05	39,023.35	29,000.00	(10,023.35)	134.6
52-480-3510 STREET SWEEPING	.00	7,068.40	18,000.00	10,931.60	39.3
52-480-5220 TOOLS & SMALL EQUIPMENT	134.81	841.43	2,000.00	1,158.57	42.1
TOTAL STORM DRAINAGE	5,079.46	49,312.24	64,000.00	14,687.76	77.1
<u>NON-DEPARTMENTAL EXPENDITURES</u>					
52-490-2400 AUDITING SERVICES	.00	7,113.75	9,000.00	1,886.25	79.0
52-490-2440 UTILITY BILLING FEES	132.68	1,382.56	2,000.00	617.44	69.1
52-490-2650 MANAGEMENT SERVICES	15,248.51	137,236.59	182,982.00	45,745.41	75.0
52-490-4600 INSURANCE	.00	24,324.81	18,950.00	(5,374.81)	128.4
52-490-5120 FUEL & ROUTINE MAINTENANCE	173.13	3,439.32	6,200.00	2,760.68	55.5
52-490-7730 NOTE PRINCIPAL - 2015 NOTE	.00	.00	238,205.00	238,205.00	.0
52-490-7740 NOTE INTEREST - 2015 NOTE	.00	2,322.50	4,645.00	2,322.50	50.0
TOTAL NON-DEPARTMENTAL EXPENDITURES	15,554.32	175,819.53	461,982.00	286,162.47	38.1
<u>UTILITY PROJECTS</u>					
52-499-6300 VEHICLES	.00	94,892.50	15,000.00	(79,892.50)	632.6
52-499-6992 RESERVOIR & PONDS MAINTENANCE	82,027.20	173,329.20	150,000.00	(23,329.20)	115.6
TOTAL UTILITY PROJECTS	82,027.20	268,221.70	165,000.00	(103,221.70)	162.6
TOTAL FUND EXPENDITURES	102,882.82	541,708.59	763,342.00	221,633.41	71.0

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

STORM DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	31,755.42	292,947.58	(95,842.00)	(388,789.58)	305.7

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

TRASH AND RECYCLING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CHARGES FOR SERVICES</u>					
53-34-4520	TRASH AND RECYCLING USER FEES	32,894.98	237,172.08	245,000.00	7,827.92	96.8
	TOTAL CHARGES FOR SERVICES	32,894.98	237,172.08	245,000.00	7,827.92	96.8
	TOTAL FUND REVENUE	32,894.98	237,172.08	245,000.00	7,827.92	96.8

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

TRASH AND RECYCLING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TRASH AND RECYCLING</u>					
53-481-3630	TRASH AND RECYCLING	32,413.06	223,734.03	245,000.00	21,265.97	91.3
	TOTAL TRASH AND RECYCLING	32,413.06	223,734.03	245,000.00	21,265.97	91.3
	TOTAL FUND EXPENDITURES	32,413.06	223,734.03	245,000.00	21,265.97	91.3
	NET REVENUE OVER EXPENDITURES	481.92	13,438.05	.00	(13,438.05)	.0

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

ORIGINAL TOWN SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MISCELLANEOUS REVENUE					
54-36-6100	INTEREST EARNINGS	106.94	818.28	.00	(818.28)	.0
	TOTAL MISCELLANEOUS REVENUE	106.94	818.28	.00	(818.28)	.0
	TOTAL FUND REVENUE	106.94	818.28	.00	(818.28)	.0
	NET REVENUE OVER EXPENDITURES	106.94	818.28	.00	(818.28)	.0

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MISCELLANEOUS REVENUE					
70-36-6100	INTEREST EARNINGS	553.75	6,464.06	3,500.00	(2,964.06)	184.7
70-36-6310	CONSERVATION TRUST FUNDS	33,559.61	107,000.44	160,000.00	52,999.56	66.9
	TOTAL MISCELLANEOUS REVENUE	34,113.36	113,464.50	163,500.00	50,035.50	69.4
	TOTAL FUND REVENUE	34,113.36	113,464.50	163,500.00	50,035.50	69.4

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PARKS & RECREATION</u>					
70-426-3480	POOLS REPAIRS AND IMPROVEMENTS	.00	79,874.71	250,000.00	170,125.29	32.0
70-426-6290	TREE, PLANT AND SHRUB ENHANCE	.00	79,952.09	80,000.00	47.91	99.9
	TOTAL PARKS & RECREATION	.00	159,826.80	330,000.00	170,173.20	48.4
	TOTAL FUND EXPENDITURES	.00	159,826.80	330,000.00	170,173.20	48.4
	NET REVENUE OVER EXPENDITURES	34,113.36	(46,362.30)	(166,500.00)	(120,137.70)	(27.9)

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

OPEN SPACE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TAXES</u>					
71-31-1300 GENERAL SALES TAX	113,061.63	405,499.21	733,298.00	327,798.79	55.3
71-31-1310 USE TAX--VEHICLE	10,452.60	62,778.44	92,000.00	29,221.56	68.2
71-31-1320 USE TAX--BUILDING	18,981.50	177,199.23	110,000.00	(67,199.23)	161.1
TOTAL TAXES	142,495.73	645,476.88	935,298.00	289,821.12	69.0
<u>MISCELLANEOUS REVENUE</u>					
71-36-6100 INTEREST EARNINGS	1,015.26	3,760.07	2,000.00	(1,760.07)	188.0
71-36-6210 LEASE REVENUE	1,765.18	15,886.62	21,594.00	5,707.38	73.6
71-36-6300 GRANTS	.00	46,250.00	.00	(46,250.00)	.0
71-36-6651 MARSHALL FIRE - FEMA REIMBURSE	71,305.04	71,305.04	.00	(71,305.04)	.0
TOTAL MISCELLANEOUS REVENUE	74,085.48	137,201.73	23,594.00	(113,607.73)	581.5
TOTAL FUND REVENUE	216,581.21	782,678.61	958,892.00	176,213.39	81.6

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

OPEN SPACE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPEN SPACE</u>					
71-471-1010 REGULAR SALARIES	4,674.62	46,075.65	60,770.00	14,694.35	75.8
71-471-1040 PART-TIME SALARIES	.00	20,352.01	.00	(20,352.01)	.0
71-471-1060 OVERTIME	.00	.00	500.00	500.00	.0
71-471-1300 PAYROLL COSTS (BENEFITS)	1,842.89	18,954.23	27,524.00	8,569.77	68.9
71-471-1400 EMPLOYER CONTRIBUTION - FICA	65.84	2,372.90	888.00	(1,484.90)	267.2
71-471-2650 MANAGEMENT SERVICES	1,953.86	17,584.74	23,446.00	5,861.26	75.0
71-471-3140 WATER	3,093.64	11,571.32	27,000.00	15,428.68	42.9
71-471-3450 MAINTENANCE - LANDSCAPE	14,268.33	209,063.63	375,000.00	165,936.37	55.8
71-471-3470 MAINTENANCE - FENCE	.00	.00	50,000.00	50,000.00	.0
71-471-4122 OPEN SPACE COORDINATION	.00	10,127.67	20,000.00	9,872.33	50.6
71-471-6581 PARKING LOT IMPROVEMENTS	.00	.00	20,000.00	20,000.00	.0
71-471-6907 COYOTE RIDGE TRAILHEAD&WAYFIND	.00	13,762.50	.00	(13,762.50)	.0
71-471-6912 MASTER PLAN IMPLEMENTATION	.00	18,041.80	50,000.00	31,958.20	36.1
71-471-6913 OPEN SPACE FUELS MITIGATION	.00	163,793.00	.00	(163,793.00)	.0
TOTAL OPEN SPACE	25,899.18	531,699.45	655,128.00	123,428.55	81.2
TOTAL FUND EXPENDITURES	25,899.18	531,699.45	655,128.00	123,428.55	81.2
NET REVENUE OVER EXPENDITURES	190,682.03	250,979.16	303,764.00	52,784.84	82.6

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

CLASS ONE LANDSCAPE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CHARGES FOR SERVICES</u>					
72-34-4710	LANDSCAPE MAINTENANCE FEES	185,257.54	1,647,102.85	2,118,771.00	471,668.15	77.7
	TOTAL CHARGES FOR SERVICES	185,257.54	1,647,102.85	2,118,771.00	471,668.15	77.7
	<u>MISCELLANEOUS REVENUE</u>					
72-36-6100	INTEREST EARNINGS	620.60	8,875.60	17,000.00	8,124.40	52.2
72-36-6600	OTHER REVENUE	.00	10,834.00	.00	(10,834.00)	.0
72-36-6651	MARSHALL FIRE - FEMA REIMBURSE	469.41	469.41	.00	(469.41)	.0
72-36-6700	SALE OF ASSETS	.00	19,990.17	.00	(19,990.17)	.0
	TOTAL MISCELLANEOUS REVENUE	1,090.01	40,169.18	17,000.00	(23,169.18)	236.3
	TOTAL FUND REVENUE	186,347.55	1,687,272.03	2,135,771.00	448,498.97	79.0

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

CLASS ONE LANDSCAPE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS & RECREATION</u>					
72-426-2440 UTILITY BILLING FEES	619.18	6,451.21	7,000.00	548.79	92.2
72-426-2630 MOSQUITO CONTROL	5,999.60	29,998.00	30,900.00	902.00	97.1
72-426-2650 MANAGEMENT SERVICES	25,400.22	228,601.98	304,803.00	76,201.02	75.0
72-426-3140 WATER	57,554.29	208,221.28	404,188.00	195,966.72	51.5
72-426-3150 ELECTRICITY	2,168.58	32,440.33	25,750.00	(6,690.33)	126.0
72-426-3290 MAINTENANCE - TRAILS	.00	22,526.54	49,500.00	26,973.46	45.5
72-426-3320 MAINTENANCE - PLAYGROUND	.00	10,993.81	16,500.00	5,506.19	66.6
72-426-3370 MAINTENANCE - RESERVOIR/PONDS	6,823.70	19,395.50	55,500.00	36,104.50	35.0
72-426-3450 MAINTENANCE - LANDSCAPE	125,451.07	1,065,008.68	1,226,000.00	160,991.32	86.9
72-426-4800 STUDIES (RATE STUDY)	1,425.00	12,000.00	.00	(12,000.00)	.0
72-426-4900 OTHER FEES & SERVICES	.00	.00	2,000.00	2,000.00	.0
72-426-6080 DRAINAGE IMPROVEMENTS	.00	9,100.00	5,000.00	(4,100.00)	182.0
72-426-8230 WILDLIFE & VEGETATION MGMT	.00	6,981.94	7,750.00	768.06	90.1
TOTAL PARKS & RECREATION	225,441.64	1,651,719.27	2,134,891.00	483,171.73	77.4
TOTAL FUND EXPENDITURES	225,441.64	1,651,719.27	2,134,891.00	483,171.73	77.4
NET REVENUE OVER EXPENDITURES	(39,094.09)	35,552.76	880.00	(34,672.76)	4040.1

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

MARSHALL FIRE RECOVERY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
73-31-1300	GENERAL SALES TAX	60,299.54	549,599.58	730,000.00	180,400.42	75.3
73-31-1310	USE TAX--VEHICLE	5,574.72	49,481.80	65,000.00	15,518.20	76.1
73-31-1320	USE TAX--BUILDING	10,123.47	97,172.93	60,000.00	(37,172.93)	162.0
	TOTAL TAXES	75,997.73	696,254.31	855,000.00	158,745.69	81.4
	<u>MISCELLANEOUS REVENUE</u>					
73-36-6100	INTEREST EARNINGS	1,888.40	8,617.68	5,000.00	(3,617.68)	172.4
	TOTAL MISCELLANEOUS REVENUE	1,888.40	8,617.68	5,000.00	(3,617.68)	172.4
	TOTAL FUND REVENUE	77,886.13	704,871.99	860,000.00	155,128.01	82.0

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

MARSHALL FIRE RECOVERY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL EXPENDITURES</u>					
73-490-9420 TRANSFER TO CAPITAL IMPRV FUND	.00	.00	860,000.00	860,000.00	.0
TOTAL NON-DEPARTMENTAL EXPENDITURES	.00	.00	860,000.00	860,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	860,000.00	860,000.00	.0
NET REVENUE OVER EXPENDITURES	77,886.13	704,871.99	.00	(704,871.99)	.0



Item Number 6e

Information for Meeting of the Superior Town Council

Agenda Item Name: Resolution - Approving Appointment to the Superior Youth Leadership Council (SYLC)

Meeting Date: November 10, 2025

Presented by: Matt Magley, Town Manager

Presented for: Action

BACKGROUND

Section 2-12-40 of the Superior Municipal Code addresses membership of Town Advisory Committees, including appointment of Advisory Committee members. Following the main round of appointments to SYLC in August, there are currently two (2) vacancies.

This applicant has interviewed with SYLC during their last regular meeting. SYLC finds this applicant qualified and a good fit to serve on the committee; therefore, SYLC makes the recommendation to Council to appoint this applicant. Under the new SYLC dual-interview process, Council has previously appointed applicants to SYLC mid-term without an interview with Council. However, should the Council decide to interview this candidate, they have been prepped and asked to attend this Council meeting.

Superior Youth Leadership Council (SYLC) Candidates – 2 vacancies

- Carter Ausmus

ALTERNATIVES CONSIDERED:

Make no appointment and fill the vacancy at a later date.

MOTION:

Move to approve the Resolution making an appointment to the Superior Youth Leadership Council. Voted required.

ATTACHMENTS:

- Application
- Resolution



Town of Superior Advisory Groups

Superior Youth Leadership Council (SYLC)

Board Details

Overview: The Superior Youth Leadership Council (SYLC) is an advisory committee of the Town of Superior. SYLC is charged with the following duties: supporting and providing a voice for Superior’s youth; contributing to the Superior community through service, focusing on activities, education and communication to and for Superior’s youth; representing youth interests within the Town; and providing feedback and information about youth needs and interests.

Requirements: SYLC members must be residents of the Town of Superior in grades 8-12. SYLC members must submit an application and participate in an interview. Upon appointment, members are to serve a two year term showing commitment and consistency in the council.

Responsibilities: Attend and actively participate in a monthly meeting. Participate and provide leadership in SYLC programming and events through their term. Monthly meetings will occur at Town Hall on the first Wednesday of every month from 6:30-8:00 pm.

Overview

- ☐ **Size** 25 Seats
 - ☐ **Term Length** 2 Years
 - ☐ **Term Limit** 3 Terms
-

Additional

Meeting Information

Date: 1st Wednesday of Each Month Time: 6:30 pm - 8:00 pm Location: Superior Community Center
1500 Coalton Road Superior, CO 80027 SYLC meetings are held in person with a concurrent virtual
option: <http://bit.ly/2XwEF5G>

Contact the Committee Members

[Message](https://us.openforms.com/Form/6303bc6f-7351-4960-a3a4-bf36f45f2a95)
SYLC

Staff Liaison

Jeremy Hoffman - Recreation Coordinator

Town Council Liaison and Alternate

Mike Foster, Mayor Mark Lacis

Establishing Resolution

[20150824_Resolution_R-37_Terms_and_Meeting_Procedures.pdf](#)

[20150126_Resolution_R-6_Renaming_to_SYLC.pdf](#)

[Reestablishing_SYLC.pdf](#)

Committee Work Plan

[SYLC_2024-2025_Work_Plan.pdf](#)

Additional Documents



Town of Superior Advisory Groups

Superior Youth Leadership Council (SYLC)

Board Roster



Ryan Alaniz
1st Term Aug 26, 2025 - Aug 30, 2027



Sathya Balamurugan
1st Term Sep 09, 2024 - Aug 31, 2026



Livia K Baldwin
2nd Term Aug 28, 2023 - Aug 31, 2026



Lindsay J Craig
2nd Term Jan 08, 2024 - Aug 31, 2026



Avika Dhar
1st Term Sep 09, 2024 - Aug 31, 2026



Lauren D Dixon
1st Term May 13, 2024 - Aug 31, 2026



Annie E England
1st Term Sep 09, 2024 - Aug 31, 2026



Elle T Holmes
1st Term Sep 09, 2024 - Aug 31, 2026



Corinne A Jones

2nd Term Aug 08, 2022 - Aug 31, 2026

Office/Role Vice Chair Events & Community Service



Dylan A Lacis

1st Term Aug 26, 2025 - Aug 30, 2027



Jackson A Lacis

1st Term Aug 26, 2025 - Aug 30, 2027



Hannah Lee

1st Term Sep 09, 2024 - Aug 31, 2026



Megan Y Liao

1st Term Aug 26, 2025 - Aug 30, 2027



Elizabeth G Marsella

2nd Term Aug 08, 2022 - Aug 31, 2026

Office/Role Vice Chair Communications



Sebastian K Medina

1st Term Sep 09, 2024 - Aug 31, 2026



Rachel L Mills

2nd Term Nov 14, 2022 - Aug 31, 2026

Office/Role Chair



Lisa Park

2nd Term Nov 13, 2023 - Aug 31, 2026



Neel Ruhil

2nd Term Aug 14, 2023 - Aug 31, 2026

**Minkee(michael) Seo**

2nd Term Aug 28, 2023 - Aug 28, 2027

**Aadi Sobti**

1st Term Sep 09, 2024 - Aug 31, 2026

**Mili Sobti**

1st Term Aug 26, 2025 - Aug 30, 2027

**Emma Taylor**

1st Term Sep 09, 2024 - Aug 31, 2026

**Om Vegesna**

2nd Term Aug 14, 2023 - Aug 31, 2027

Office/Role Secretary

**Vacancy****Vacancy**

Application Form

Profile

General Instructions:
Superior residents interested in serving on an Advisory Group are asked to complete this application. This form is designed to facilitate the application process for positions on the Town of Superior's various Advisory Groups. Appointments are made by the Superior Board of Trustees after reviewing all applications. Interviews may be necessary. Appointments will be made following the review of interviews at public meeting by the Board of Trustees. APPLICANTS MUST BE RESIDENTS OF THE TOWN OF SUPERIOR (except for the Superior Historical Commission).

Carter J Ausmus
First Name Middle Initial Last Name

Email Address

Home Address

City

Primary Phone

Suite or Apt

State

Postal Code

Question applies to Superior Youth Leadership Council (SYLC)

Current School

Monarch High School

Question applies to Superior Youth Leadership Council (SYLC)

Current Grade Level

10

Question applies to Superior Youth Leadership Council (SYLC)

Why do you want to be a part of the Superior Youth Leadership Council?

To develop my leadership skills and get involved in my community.

Question applies to Superior Youth Leadership Council (SYLC)

What issues do you feel are important to youth in the Town of Superior?

Having fun places to go and having things to do with friends

Which Boards would you like to apply for?

Superior Youth Leadership Council (SYLC): Submitted

Experience

Question applies to Superior Youth Leadership Council (SYLC)

Volunteer and Activity Experience: Please list any other organizations, clubs, teams or volunteer activities you are involved in, how many years you have been participating, and what your role is:

I was a camp counselor for youth sports as a part of Impact Sports at Sports Stable

Town Documents

Question applies to multiple boards

Advisory Group Work Plan

☒ Yes ☐ No

**Town of Superior
Resolution Number R-87
Series 2025**

**A Resolution of the Town Council of the Town of Superior
Making Appointments to the Superior Youth Leadership Council**

WHEREAS, on October 13, 2014, the Board of Trustees re-established the Youth Services Committee by Resolution No. R-53, Series 2014;

WHEREAS, on January 26, 2015, by Resolution No. R-6, Series 2015, the Board of Trustees renamed the Superior Youth Services Committee the Superior Youth Leadership Council; and

WHEREAS, the Town Council wishes to make appointments to the Superior Youth Leadership Council pursuant to Article XII of Chapter 2 of the Superior Municipal Code.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. The Town Council hereby makes the following appointments to the Superior Youth Leadership Council:

<u>Name</u>	<u>Term expires</u>
Carter Ausmus	August 2027

ADOPTED this 10th day of November, 2025.

Mark Lacis, Mayor

ATTEST:

Shannon Dujardin, Town Clerk



Item Number 6f

Information for Meeting of the Superior Town Council

Agenda Item Name:	Consideration of Resolution of the Town Council of the Town of Superior Supporting the Building Efficient Futures Project through the Colorado Energy Office (CEO) Local IMPACT Accelerator Grant Application
Meeting Date:	Monday, November 10, 2025
Presented by:	Renae Stavros, Planning and Building Director Geoffrey Weathers, Planner II
Presented for:	Approval
Request:	Approval of Resolution approving the “Building Efficient Futures: Transportation Demand Management (TDM) to Create Exceptional Places, Not Excessive Traffic” in Superior through the CEO Local IMPACT Accelerator Grant Application

Overview

The Building Efficient Futures: TDM to Create Exceptional Places, Not Excessive Traffic project requests funding through the CEO Local IMPACT Accelerator Grant program to develop and implement a Transportation Demand Management Ordinance that requires and incentivizes new developments and major redevelopments in Superior to adopt strategies to reduce single-occupancy vehicle (SOV) use and promote multimodal transportation options for Superior’s businesses, employees, residents, and visitors.

Alignment with Town Priorities

Building Efficient Futures is the first step in implementing the strategy identified in the Town’s [2025 Transportation Plan](#) to require TDM plans for all new development. The project also aligns with many Town objectives by encouraging non-SOV forms of transportation, lowering GHG emissions, stimulating the local economy, and promoting efficient development:

[2012 Comprehensive Plan](#)

- Require new development to provide for its impacts on local infrastructure.
- Require development to support multimodal connectivity.
- Promote compact, pedestrian friendly environment in the Downtown.

2022 Sustainability Action Plan

- Encourage reduction of single-occupancy vehicle use in the community.
- Consider reducing or eliminating parking minimums associated with various land use categories.
- Institute a long-term Transportation Demand Management Plan.

2025 Transportation Plan

- Manage parking to reduce SOV dependence and accomplish other Town goals.
- Promote car share programs.
- Enhance first/last mile connectivity to transit.
- Support micro-mobility options and covered bicycle parking.
- Consider development impact fees to fund transportation infrastructure and programs.
- Provide multimodal options accessible to all income levels, ages, and abilities.
- Align transportation actions with the Town's Sustainability Action Plan.
- Reduce emissions through infrastructure that supports walking, biking, and transit.

Town Council Goals

- Continue Town actions to improve the quality of life for Superior residents by reducing noise and air pollution.
- Realize the Town Sustainability Action Plan.
- Maintain and Improve Excellent Public Infrastructure.

Scope of Work

Funds requested through the CEO Local IMPACT Accelerator Grant application will be used to:

- Conduct background research and analysis to uncover TDM strategies that are optimal for Superior's scale and context.
- Coordinate community engagement activities to craft a TDM policy that is informed and supported by residents, members of the local workforce, visitors, business owners, and developers. Specific activities may include public meetings, open houses, pop-ups at local events, focus groups, surveys, interviews, media posts, and workshops.
- Develop and adopt a TDM Ordinance that balances efficacy and feasibility, enabling the Town to achieve its land use, transportation, sustainability, and economic goals.
- Implement programs to pilot select TDM strategies to evaluate their feasibility and impact before full-scale adoption. The pilots will include behavior change marketing and engagement activities specifically designed to ensure their effectiveness.

Town staff will oversee the project; however, staff hours will not utilize grant funds. Grant funds will be used to either hire consultants or pilot the proposed strategies. Up to two consultant teams may be selected through a competitive procurement process, one to develop and guide the TDM Ordinance to adoption, and either the same consultant or an additional team to design and execute the pilot TDM strategies. Contracts will be presented to Town Council for approval prior to the consultants beginning to lead the proposed activities.

BUDGET IMPLICATIONS

The total budget for the Local IMPACT Accelerator Grant is \$1,520,000 over four years, with a 5% cash match of \$76,000, including \$2,500 in 2026, \$16,000 in 2027, \$28,750 in 2028, and \$28,750 in 2029.

Year	Total Project Budget	Town Match
2026	\$50,000	\$2,500
2027	\$320,000	\$16,000
2028	\$575,000	\$28,750
2029	\$575,000	\$28,750
Total	\$1,520,000	\$76,000

RECOMMENDATION:

Move to approve a Resolution of the Superior Town Council of the Town of Superior approving the submission of a grant application to the Colorado Energy Office (CEO) Local IMPACT Accelerator Grant program, to fund the “Building Efficient Futures: TDM to Create Exceptional Places, Not Excessive Traffic “project.

ATTACHMENTS:

- Resolution

**Town of Superior
Resolution Number R-88
Series 2025**

A Resolution of the Town Council of the Town of Superior approving the submission of a grant application to the Colorado Energy Office (CEO) Local IMPACT Accelerator Grant to fund the "Building Efficient Futures: Transportation Demand Management (TDM) to Create Exceptional Places, Not Excessive Traffic" project

Whereas, the Town has submitted a grant application to the Colorado Energy Office ("CEO") to fund the "Building Efficient Futures: TDM to Create Exceptional Places, Not Excessive Traffic" project (the "Grant Application");

Whereas, if the Grant Application is approved, the Town will be obligated to contribute matching funds in the amount of \$76,000 over four years, which will be expended from the Town's 2026-2029 budgets; and

Whereas, the Town Council supports the Grant Application and, if the Grant Application is approved, supports the completion of the project with a contribution of matching funds from the Town.

Now, therefore, be it resolved by the Town Council of the Town of Superior, Colorado, as follows:

Section 1. The Town Council hereby approves the submission of the Grant Application to the CEO Local IMPACT Accelerator Grant Program and, if approved, authorizes the Town to commit matching funds, subject to annual appropriation.

Adopted this 10th day of November, 2025.

Mark Lacis, Mayor

ATTEST:

Shannon Dujardin, Town Clerk



Item

Information for Meeting of the Superior Town Council

Agenda Item Name: **Resolutions – of the Town Council of the Town of Superior and the Board of Directors of the Superior Metropolitan District No. 1 approving a Settlement Agreement and General Release with Public Service Company of Colorado d/b/a Xcel Energy, Teleport Communications America, LLC, and Qwest Corporation d/b/a CenturyLink QC**

Meeting Date: **November 10, 2025**

Presented by: **Matt Magley, Town Manager**
 Nicholas Hartman, Town Attorney

Presented for: **Action**

BACKGROUND

In 2023, the Town and the District, along with the Boulder County, the City of Louisville, Boulder County Public Health, Boulder Valley School District, and Colorado School Districts Self Insurance Pool, filed a complaint in District Court against filed a lawsuit against Xcel Energy, Teleport Communications America, LLC, and Qwest Corporation d/b/a CenturyLink QC for damages caused by the Marshall Fire. The Marshall Fire started on December 30, 2021 and burned 6,000 acres, destroyed or damaged over 1,000 structures and resulted in the fatalities of two people. The Town and the District desire to settle the Case pursuant to a Settlement Agreement and General Release, which is attached. The Settlement Agreement provides compensation for damages to public resources, natural resources, lost revenues, increased expenses, lost assets, injuries to infrastructure such as roads and water systems, and other injuries and damages unique to public entities.

RECOMMENDATION

Approval of the Resolutions.

MOTION

Move to adopt a Resolution of the Town Council of the Town of Superior approving a Settlement Agreement and General Release with Public Service Company of Colorado d/b/a Xcel Energy, Teleport Communications America, LLC, and Qwest Corporation d/b/a CenturyLink QC.

Move to adopt a Resolution of the Board of Directors of the Superior Metropolitan District No. 1 approving a Settlement Agreement and General Release with Public Service Company of Colorado d/b/a Xcel Energy, Teleport Communications America, LLC, and Qwest Corporation d/b/a CenturyLink QC.

ATTACHMENTS

- Town Resolution
- SMD1 Resolution
- Settlement Agreement



Item 6g

Information for Meeting of the Superior Town Council

Agenda Item Name: **Resolutions – of the Town Council of the Town of Superior and the Board of Directors of the Superior Metropolitan District No. 1 approving a Settlement Agreement and General Release with Public Service Company of Colorado d/b/a Xcel Energy, Teleport Communications America, LLC, and Qwest Corporation d/b/a CenturyLink QC**

Meeting Date: **November 10, 2025**

Presented by: **Matt Magley, Town Manager**
 Nicholas Hartman, Town Attorney

Presented for: **Action**

BACKGROUND

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RECOMMENDATION

Approval of the Resolutions.

MOTION

Move to adopt a Resolution of the Town Council of the Town of Superior approving a Settlement Agreement and General Release with Public Service Company of Colorado d/b/a Xcel Energy, Teleport Communications America, LLC, and Qwest Corporation d/b/a CenturyLink QC.

Move to adopt a Resolution of the Board of Directors of the Superior Metropolitan District No. 1 approving a Settlement Agreement and General Release with Public Service Company of Colorado d/b/a Xcel Energy, Teleport Communications America, LLC, and Qwest Corporation d/b/a CenturyLink QC.

ATTACHMENTS

- Town Resolution
- SMD1 Resolution
- Settlement Agreement

Town of Superior
Resolution Number R-89
Series 2025

A Resolution of the Town Council of the Town of Superior approving a Settlement Agreement and General Release with Public Service Company of Colorado d/b/a Xcel Energy, Teleport Communications America, LLC, and Qwest Corporation d/b/a CenturyLink QC

Whereas, the Town, along with the Board of County Commissioners of the County of Boulder, the City of Louisville, Boulder County Public Health, Superior Metropolitan District No. 1, Boulder Valley School District, and Colorado School Districts Self Insurance Pool, joined the consolidated case of *In re Marshall Fire Litigation* (the "Case") against Public Service Company of Colorado d/b/a Xcel Energy, Teleport Communications America, LLC, and Qwest Corporation d/b/a CenturyLink QC (collectively the "Defendants"); and

Whereas, the Town desires to settle the Case pursuant to a Settlement Agreement and General Release, attached hereto as **Exhibit A** and incorporated herein (the "Agreement").

Now, therefore, be it resolved by the Town Council of the Town of Superior, Colorado, as follows:

Section 1. The Agreement between the Town and the Defendants is hereby approved in substantially the same form as attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Agreement on behalf of the Town.

Adopted this 10 day of November, 2025.

Mark Lacis, Mayor

ATTEST:

Shannon Dujardin, Town Clerk

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SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the “Agreement”) dated as of November [●], 2025 (the “Effective Date”) is made by and between BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BOULDER, TOWN OF SUPERIOR, CITY OF LOUISVILLE, BOULDER COUNTY PUBLIC HEALTH, SUPERIOR METROPOLITAN DISTRICT NO. 1, BOULDER VALLEY SCHOOL DISTRICT, and COLORADO SCHOOL DISTRICTS SELF INSURANCE POOL (collectively, the “Public Entities” and each a “Public Entity”), on the one hand, and Public Service Company of Colorado d/b/a Xcel Energy (“Xcel”), Teleport Communications America, LLC (“Teleport”) and Qwest Corporation d/b/a CenturyLink QC (“Qwest”) (together with Xcel and Teleport, the “Settling Defendants” and each a “Settling Defendant”), on the other hand. The Public Entities and Settling Defendants shall be referred to collectively as the “Parties,” and each as a “Party.” This Agreement is made with reference to the following facts.

This Agreement is entered to formally resolve any and all claims that the Public Entities have asserted or may assert relating to or arising from the Marshall Fire (defined below) against the Settling Defendants (collectively, the “Claims”).

I. RECITALS

A. The Public Entities have made a demand upon the Settling Defendants with respect to damages (the “Demand”) that allegedly resulted from the wildfire that ignited in Boulder, Colorado on December 30, 2021, and is commonly referred to as the “Marshall Fire.”

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B. BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BOULDER, TOWN OF SUPERIOR, CITY OF LOUISVILLE, BOULDER COUNTY PUBLIC HEALTH, SUPERIOR METROPOLITAN DISTRICT NO. 1, BOULDER VALLEY SCHOOL DISTRICT, filed an Amended Complaint titled *Board of County Commissioners of the County of Boulder v. Public Service Company of Colorado*, Case No. 2023CV000138 in Boulder County, Colorado (the “Public Entity Complaint”), which has been consolidated in the *In re Marshall Fire Litigation*. COLORADO SCHOOL DISTRICTS SELF INSURANCE POOL filed a Complaint titled *Colorado School Districts Self Insurance Pool v. Public Service Company of Colorado*, Case No. 2023CV31092 in Boulder County, Colorado (the “CSDSIP Complaint”) which has been consolidated in the *In re Marshall Fire Litigation*. The Public Entity Complaint and the CSDSIP Complaint are collectively referred to herein as “the Complaints”.

C. The Settling Defendants have denied, and continue to deny, all material allegations made by the Public Entities and other plaintiffs in the *In re Marshall Fire Litigation*.

D. This Agreement is entered into solely for purposes of compromising the Claims under Colorado Rule of Evidence § 408. The Parties expressly agree and acknowledge that neither this Agreement nor any act, conduct or statement made or performed hereunder is, or may be deemed, an admission or evidence of the validity or invalidity of any allegations or Claims of the Public Entities and the Settling Defendants, nor is this Agreement or any act, conduct or statement made or performed hereunder to be construed as an admission or evidence of any wrongdoing, fault, omission, or liability. This is a settlement of a disputed matter, and the Settling Defendants specifically and expressly

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deny any fault or liability to the Public Entities or with respect to the Marshall Fire, but desire to resolve all Claims and issues asserted by the Public Entities relating to the Marshall Fire to avoid continuing involvement in the dispute and the significant costs associated with that continuing involvement. The Settling Defendants expressly deny violating any applicable statute, ordinance, rule, regulation, policy, order, or other law.

E. The Parties intend that this Agreement resolve any and all known or unknown Claims and disputes relating to or arising out of the Marshall Fire that are held by, or will be held by, the Public Entities in the future, between the Public Entities, on the one hand, and the Settling Defendants, on the other hand, and provide for consideration in full settlement, release, and discharge of all disputes, rights, claims, and causes of action which are, or might have been, the subject matter of the Public Entities' Claims or relate to the Marshall Fire.

F. The Public Entities' claims included monies and benefits obligated, paid or given, or sought to be obligated, paid or given, to the Public Entities from the Colorado Division of Homeland Security & Emergency Management ("CDHSEM") and the Federal Emergency Management Agency ("FEMA") relating to or arising out of the Marshall Fire, including, but not limited to, those sought under the FEMA Public Assistance (PA) grant program for Major Disaster Declaration DR-4634 ("DR-4634"). A known and current list of those projects is included in Exhibit A, attached hereto, which is subject to ongoing developments and updates as the Public Entities continue their work with FEMA and CDHSEM. In coordination with FEMA and CDHSEM, and as part of the Parties' settlement negotiations, the Public Entities sought recovery from Settling Defendants for the costs, or anticipated costs, associated with the projects included in Exhibit A. As set

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forth in Paragraph II.D below, it is the intention of the Parties that this settlement also satisfy all FEMA and CDHSEM's interests in those Exhibit A project costs, as to all Parties and Released Parties herein.

G. By entering into this Agreement, the Public Entities and Settling Defendants agree that the Parties' resolution of the issues raised in the Claim and Complaints, which resolution is set forth in this Agreement, is reasonable, fair, just, and in the best interests of the Public Entities, Settling Defendants and the public.

H. In an attempt to reach resolution, the Parties elected to pursue mediation before the Honorable Peter Lichtman. The Parties subsequently reached agreement, as provided herein. The foregoing recitals are an essential part of this Agreement.

II. SETTLEMENT TERMS

A. Payment to the Public Entities by Settling Defendants

In consideration for the release set forth herein, and in consideration of the rights and obligations created by this Agreement, the Parties agree to resolve all claims the Public Entities have asserted, could assert and might assert against the Settling Defendants arising out of the Marshall Fire in return for a total payment of \$3,000,000 (the "Settlement Sum") on the terms set forth herein. Each Settling Defendant represents and warrants that the Settling Defendants have separately agreed to funding contributions for the Settlement Sum from Qwest, Teleport and Xcel that totals to \$3 million (the "Defendant Contribution Breakdown"). If the Settling Defendants fail to pay the full Settlement Amount within thirty (30) days of the Effective Date (a "Payment Default"), each Settling Defendant is permitted and obligated to provide to Settling Plaintiffs, within one business day, the Defendant Contribution Breakdown, notwithstanding any other provision of this

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Agreement or any other agreement between the parties. In the event of a Payment Default, each Settling Defendant shall be liable to Settling Plaintiffs only for the amount that such Settling Defendant agreed to contribute toward the Settlement Amount, as set forth in the Defendant Contribution Breakdown. Payment of the Settlement Sum shall be made as follows:

Payment of the Settlement Sum shall be paid to Baron & Budd PC-BB Escrow within thirty (30) days of the Effective Date. Payment shall be made by wire transfer, and such information shall be provided by Public Entities, by and through their attorneys Baron & Budd P.C. under separate cover within ten (10) days of the Effective Date. Baron & Budd P.C. and the Public Entities shall have the sole responsibility to ensure that the Settlement Sum is allocated between the Public Entities in whatever manner the Public Entities have agreed to between themselves (the "Allocation"). The Parties agree that the Settling Defendants shall have no responsibility or liability whatsoever for the allocation of the Settlement Sum between and among the Public Entities, including but not limited to the allocation of settlement payments, Public Entities' shares, and attorney's fees.

B. Dismissal with Prejudice

The Public Entities hereby irrevocably authorize its attorneys, Baron & Budd P.C., to execute a Request for Dismissal of Complaint dismissing the Complaints with prejudice (the "Request for Dismissals"). Counsel for the Public Entities will sign the Request for Dismissal and deliver the executed Request for Dismissal to counsel for Settling Defendants within five (5) days of the Effective Date. Settling Defendants are authorized to file the Request for Dismissal after Settling Defendants have paid the Settlement Sum as set forth in Paragraph II.A. above.

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C. Released Claims

In consideration of and in return for the promises and covenants set out herein, and for other good and valuable consideration, the Public Entities, on their own behalf, and on behalf of any of their agents, representatives, employees, contractors, insurers, sureties, attorneys, administrators, predecessors, successors and assigns (collectively, the “Public Entity Releasers”), fully and forever release, acquit, and discharge Settling Defendants, their respective agents, parents, subsidiaries and affiliates, and each of their past/and or present representatives, directors, officers, shareholders, partners, managers, employees, contractors, partnerships, companies, agents, insurers,¹ sureties, attorneys, executors, heirs, administrators, trustees, members, principals, beneficiaries, predecessors, and successors to each of the foregoing (collectively, the “Settling Defendant Releasees”), and all other persons or entities who may have caused or contributed to the damages that Public Entities allegedly suffered, directly or indirectly, as a result of the Marshall Fire or are related to the Claims (collectively with the Settling Defendant Releasees, the “Released Parties”), from any and all claims, demands, contracts, losses, damages, actions, causes of action, suits, debts, promises, liabilities, obligations, costs, expenses, attorneys’ fees, indemnities or duties, whether known or unknown, fixed or contingent, accrued or not yet accrued, matured or not yet matured, anticipated or unanticipated, of any kind whatsoever that arise out of or relate to, directly or indirectly,

¹ Settling Defendants’ “insurers” include, without limitation: Allianz Global Risks US Insurance Company, National Casualty Company, Navigators Insurance Company, Great American Spirit Ins. Company, General Security Indemnity Company of Arizona, Endurance Specialty Insurance Ltd., Gemini Insurance Company, and Markel American Insurance Company.

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the Marshall Fire, except for any rights described herein to enforce this Settlement Agreement.

In consideration of and in return for the promises and covenants set out herein, and for other good and valuable consideration, the Settling Defendants, on each of their own behalf, and on behalf of any of their agents, insurers, attorneys, and assigns (collectively, the “Settling Defendants’ Releasers”), fully and forever release, acquit, and discharge the Public Entities and their officials, officers, agents, representatives, departments, agencies, employees, contractors, insurers, and attorneys (collectively, the “Plaintiff Releasees”) from any and all claims, demands, contracts, losses, damages, actions, causes of action, suits, debts, promises, liabilities, obligations, costs, expenses, attorneys’ fees, indemnities or duties, whether known or unknown, fixed or contingent, accrued or not yet accrued, matured or not yet matured, anticipated or unanticipated, of any kind whatsoever that arise out of or relate to, directly or indirectly, to the Marshall Fire.

Notwithstanding any other provision in this Agreement, nothing herein releases or discharges any of the Parties’ obligations, commitments, indemnities, representations or warranties made in this Agreement or prevents the enforcement of obligations, commitments, representations or warranties made in this Agreement.

D. CDHSEM/FEMA Subrogation and Insurance Subrogation

This Agreement encompasses and includes known claims for the FEMA eligible work and financial assistance to the Public Entities provided by CDHSEM and FEMA under at least DR-4634. After the Public Entities coordinated with FEMA and CDHSEM, it is the Parties’ intention that the Allocation of the Settlement Sum referenced in Paragraph II.A to the Public Entities shall also satisfy all FEMA interests and CDHSEM

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interests, respectively, in the potential liability of Settling Defendants and Released Parties for costs of FEMA reimbursements and CDHSEM financial assistance to Public Entities under DR-4634 and leaves no basis for FEMA or CDHSEM to directly pursue from Settling Defendants and Released Parties these or any other costs related to the Public Entities' claims as set forth in Exhibit A against Settling Defendants and Released Parties. The Public Entities and Settling Defendants agree that this Agreement and the Settlement Sum represent a fair, reasonable, and just amount of compensation for the claimed, disputed damages, and that the Public Entities made commercially reasonable efforts to pursue claims to recover the monies and benefits obligated, paid or given or sought to be obligated, paid or given, to or by the Public Entities by FEMA and/or CDHSEM. The Public Entities and Settling Defendants agree that the Public Entities made commercially reasonable efforts to secure the Settlement Sum through litigation, which includes those monies and benefits obligated, paid or given, or sought to be obligated, paid or given, by CDHSEM and FEMA. The letters from the Public Entities, FEMA, and CDHSEM attached and incorporated to this Agreement as Exhibits **B, C, and D**, respectively, reflect the procedures agreed to by FEMA and CDHSEM with the Parties.

a. Other Subrogation and Insurance

The Public Entities hereby represent that they have not subrogated or assigned, and shall not subrogate or assign, any claims or rights to anyone relating to or arising out of the Marshall Fire.² Moreover, the Public Entities and Settling Defendants acknowledge and agree that the Public Entities did not demand or request, nor did Settling Defendants agree to pay, any monies to settle any claims relating to any funds that the

² CSDSIP filed a complaint in subrogation against the Settling Defendants in this matter.

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Public Entities have received or claimed as of the date of this Agreement from any insurance companies or carriers, any pooled risk insurance programs, any joint power insurance authority, or any other insurance program.

E. Compensation for Economic Loss

The Parties stipulate and agree that the Settlement Sum is compensation solely for economic loss suffered by the Public Entities as a result of the Marshall Fire.

F. Unknown Facts; Covenant Not to Sue

The Parties acknowledge that they may later discover facts different from or in addition to those which they or their attorneys now know or believe to be true. It is the intention of the Parties to fully, finally and forever settle and release all claims included in the releases set forth in Paragraph II.C hereof arising out of the allegations set forth in the Claim, the Complaint and/or the Marshall Fire. **The releases provided in this Agreement shall remain in effect notwithstanding the discovery or existence of any additional or different facts related to the Marshall Fire.**

The Public Entities irrevocably warrant and covenant that they will refrain from, either directly or indirectly, asserting any claim or demand, or commencing, instituting or causing to be commenced any proceeding of any kind, against the Released Parties, or any of them, arising out of the Marshall Fire.

G. Composition of Settlement Sum

The Settlement Sum was determined by the Parties solely in relation to the actual damage and losses suffered by the Public Entities allegedly as a result of the Marshall Fire (such as pavement fatigue, staff labor, revenue losses, lost municipal services and hazardous trees). No portion of the Settlement Sum was agreed to and paid in respect

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of fines, penalties, double or treble damages, exemplary damages, investigation costs, attorneys' fees, experts' costs or other litigation costs.

H. Further Assurances

The Parties shall perform any further acts, and execute and deliver any documents, which may be reasonably necessary to carry out the intent of this Agreement.

I. Costs and Expenses

The Parties agree to pay their own costs and expenses, including attorneys' fees, experts' fees and other litigation costs, incurred in connection with the prosecution, defense, and settlement of the Claim and Complaint which are the subject of this Agreement. The Parties hereby expressly waive any right to recover attorneys' fees, experts' fees or other litigation costs that may otherwise exist in their favor with respect to the claims included in the releases set forth in Paragraph II.C. hereof, expressly including any claimed right to shift the burden of such costs and fees to the opposing party through any state or federal cost or fee shifting statutes or rules. This paragraph does not alter the allocation of such costs and fees between the Public Entities as previously agreed between the Public Entities in their allocation agreement.

J. Integration

This Agreement constitutes the final, complete, and exclusive agreement and understanding between the Public Entities and Settling Defendants and supersedes all prior or contemporaneous written or oral agreements. The Public Entities and Settling Defendants expressly acknowledge that they have not relied on any representations, warranties, agreements, arrangements, or understandings not expressly contained in this Agreement to define the terms of or to interpret this Agreement.

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K. Mediation Communications Privilege and Confidentiality

Consistent with C.R.S. § 13-22-307, any and all privileged communications, information, and documents obtained by one Party from another, related and leading up to, including during any and all parts of a mediation and settlement negotiation process, including the preparation of this Agreement, are confidential, and will not be disclosed to any third party without the prior written consent of the Parties, except (a) to enforce any term of this Agreement; (b) to the extent required to be disclosed in mandatory filings with the U.S. Securities and Exchange Commission; (c) to the extent required or necessary to receive legal, tax, or accounting advice or to energy regulators or auditors where it is reasonably determined by the Party that disclosure is necessary to fulfill a legal obligation or regulatory requirement; (d) as otherwise required by law including, but not limited to, the Colorado Open Records Act; (e) to the extent required to be disclosed in mandatory filings with the U.S. Internal Revenue Service or otherwise requested by the U.S. Internal Revenue Service; (f) to the extent such terms have already been publicly disclosed as permitted by this paragraph; (g) to the extent any such communications, information, and/or documents were or are independently obtained, rather than obtained solely through the mediation and settlement negotiation process; and (h) as required to effectuate the covenants of the Parties herein. In the event that a Party receives a subpoena, document request or other request under color of law to disclose the substance of any settlement discussions or negotiations pertaining to this Agreement, the Party receiving the request will, to the extent permitted by law, promptly notify (in a manner consistent with the notice provision below) all other Parties of the request so as to give them an opportunity to attempt to oppose the request. Notwithstanding any other provision of this Agreement,

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unless required by law (including but not limited to required disclosures relating to publicly traded securities, or under the Colorado Open Records Act or Open Meetings Law) or by a court or administrative agency of competent jurisdiction, no Party may disclose information that would permit any non-party to know, infer, or otherwise deduce the specific amount (or proportion) of the Settlement Sum being contributed by any individual Settling Defendant.

Prior to any Party's initial press release, that Party shall permit the other Parties to review a draft of such press release and shall in good faith consider any edits proposed by the other Parties. Breach by one Public Entity of this provision shall not constitute a breach by any other Public Entity.

L. Ambiguities Not Construed Against Drafter

The Parties acknowledge that the normal rule of construction that any ambiguities are to be construed against the drafting party shall not apply to this Agreement.

M. Severability

If a provision of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, such provision shall be deemed severed and deleted. Such severance and deletion shall not affect the validity of the remaining provisions of the Agreement, provided, however, that the release, waiver, and payment provisions set forth in Paragraphs A, B, C, D, and F of this Section shall not be severable. The Parties acknowledge and agree that the provisions of Paragraphs A, B, C, D, and F of this Section are of the essence of this Agreement, and, if they are held unenforceable for any reason, at any time, this Agreement shall be deemed null and void. In such event, the Parties shall execute a new Settlement Agreement within 30 calendar days (the "Agreement Period")

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with the intention to effectuate the terms and conditions herein, including the purpose and intention of Paragraphs A, B, C, D, and F of this Section. Should the Parties be unable to execute a new Settlement Agreement during the Agreement Period, the Parties agree that any amounts paid to the Public Entities by Settling Defendants pursuant to the terms hereof shall be repaid to the respective Settling Defendant within 30 days of the expiration of the Agreement Period, or upon other terms agreed upon by the Parties at that time, and no releases or waivers shall have effect, and any court dismissals, with or without prejudice, and any statute of limitations, whether or not expired, shall have no effect on the Parties' ability to reinstitute and pursue litigation in a court of law provided that the Parties initiate litigation within 60 days following the expiration of the Agreement Period. None of the Parties shall cause, or support any efforts to cause, any language or section in the Agreement to be held illegal or invalid by any court.

N. Waiver or Modification

No waiver shall be binding unless executed in writing by the Party making the waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

No supplement, modification or amendment to this Agreement shall be binding unless in writing and executed by all the Parties. This Agreement cannot be modified by oral or implied promises or representations.

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O. No Admission

This Agreement does not constitute, and shall not be deemed to constitute or imply, an admission or concession of any fact in issue in any pending or threatened civil litigation, or any liability or obligation whatsoever.

P. Compromise

This Agreement constitutes a compromise of the Claims and Complaint that are in dispute between the Parties. Neither the execution of this Agreement nor any acts undertaken pursuant to this Agreement shall be construed as an admission or evidence of any liability or wrongdoing whatsoever on the part of any party, which liability or wrongdoing is hereby expressly denied and disclaimed by that respective Party. Neither this Agreement, nor the fact of its execution, nor any of its provisions, shall be offered or received in evidence in any action or proceeding of any nature or otherwise referred to or used in any manner in any court or other tribunal, except in a proceeding to enforce the terms of the Agreement.

Q. Successors

The provisions of this Agreement shall be deemed to extend to and inure to the benefit of the Parties' respective successors-in-interest, assigns, transferees, grantees, administrators and representatives, and to extend to and obligate the Parties' respective successors-in-interest, assigns, transferees, grantees, administrators and representatives.

R. Colorado Law

This Agreement in all respects shall be interpreted, enforced and governed by and under the laws of Colorado.

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S. Mediation

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be mediated by the Honorable Peter Lichtman or another mutually agreeable mediator.

T. Attorneys' Fees

In the event arbitration and/or litigation is commenced to enforce any of the provisions hereof or to obtain declaratory relief in connection with any of the provisions hereof, each party shall bear its own attorneys' fees, costs and expenses.

U. Non-Assignment

The Parties represent and warrant that the Parties have not assigned or transferred or purported to assign or transfer to any person, firm, entity, or corporation any claim, demand, right, damages, liability, account, action, cause of action, or any other matter released.

V. Third-Party Rights

The Released Parties are expressly intended third-party beneficiaries of this Agreement and shall be entitled to enforce the terms of the release herein to the same extent as if they were parties hereto. Except for as provided in the preceding sentence, this Agreement is made for the benefit of the Parties and their successors and permitted assigns only, and neither this Agreement nor any provision hereof shall be construed or deemed to give rise to rights or obligations in any other person or entity.

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W. Execution in Counterparts and Fax Signatures

This Agreement may be executed in duplicate originals and/or in counterparts, but it is agreed that there is only one Agreement. The Parties agree that all genuine copies of this Agreement, such as photocopies, may be used as though originals in the absence of a bona fide challenge to the authenticity of the copy. The Parties agree that facsimile, scanned, or electronic signatures shall suffice and be binding on them with respect to the execution of this Agreement.

X. Notices.

Any notices required to be provided under this Agreement to the Public Entities will be provided via email to Torri Sherlin (tsherlin@baronbudd.com) and to Robert Chambers (rob@dcfirm.com). Any notices required to be provided under this Agreement to a Settling Defendant will be provided via email as follows: to Xcel, Kevin Orsini (korsini@cravath.com); to Teleport, Bethany Kristovich (Bethany.Kristovich@mto.com); and to Qwest, David Bona (DBona@donahue.com).

Y. No Other Claims

With the exception of any claim already asserted, the Public Entities represent and warrant that they are aware of no other departments, offices, districts, agencies or other entities, for which the Public Entities' legislative or governing bodies control or serve as the legislative or governing body, that may have claims or potential claims for damages allegedly caused by the Marshall Fire or as alleged in the Complaints, including claims that have not already been made.

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Z. Opportunity to Consult Counsel

The Parties acknowledge that each has read this Agreement, that each fully understands its rights, privileges and duties under the Agreement, and that each enters this Agreement fully and voluntarily. The Parties further acknowledge that they have had an opportunity to consult with attorneys and relevant subject-matter experts of their own choice to explain the terms of this Agreement and the consequences of signing it.

AA. Voluntary and Knowing Release

The Public Entities, on the one hand, and Settling Defendants, on the other hand, hereby represent to each other:

1. that they have discussed their claims and the advisability of signing this Agreement with counsel of their choosing and that counsel has reviewed this Agreement;
2. that they have made such investigation of the facts pertaining to the claims and the settlement of those claims as they deem necessary;
3. that they have carefully read all of the provisions of this Agreement;
and
4. that they voluntarily enter into this Agreement.

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BB. This Agreement shall be binding and enforceable.

CC. All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

DD. Signatory Authority

Each person signing this agreement represents and warrants that he/she has the authority to bind the Party or Parties on behalf of which he/she signs to the provisions of this Agreement.

I HAVE READ THE FOREGOING SETTLEMENT AGREEMENT AND RELEASE AND I ACCEPT AND AGREE TO THE PROVISIONS CONTAINED THEREIN AND HEREBY EXECUTE IT VOLUNTARILY AND WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.

Signatures on the following pages.

PRIVILEGED AND CONFIDENTIAL
SETTLEMENT AND MEDIATION PRIVILEGE

DATED: November __, 2025

BOULDER COUNTY

By _____
Name
Title

PRIVILEGED AND CONFIDENTIAL
SETTLEMENT AND MEDIATION PRIVILEGE

DATED: November __, 2025

CITY OF LOUISVILLE

By _____
Name
Title

PRIVILEGED AND CONFIDENTIAL
SETTLEMENT AND MEDIATION PRIVILEGE

DATED: November __, 2025

TOWN OF SUPERIOR

By _____
Name
Title

PRIVILEGED AND CONFIDENTIAL
SETTLEMENT AND MEDIATION PRIVILEGE

DATED: November __, 2025

SUPERIOR METROPOLITAN DISTRICT
NO. 1

By _____
Name
Title

PRIVILEGED AND CONFIDENTIAL
SETTLEMENT AND MEDIATION PRIVILEGE

DATED: November __, 2025

BOULDER COUNTY PUBLIC HEALTH

By _____
Name
Title

PRIVILEGED AND CONFIDENTIAL
SETTLEMENT AND MEDIATION PRIVILEGE

DATED: November __, 2025

BOULDER VALLEY SCHOOL DISTRICT

By _____
Name
Title

PRIVILEGED AND CONFIDENTIAL
SETTLEMENT AND MEDIATION PRIVILEGE

DATED: November ____, 2025

COLORADO SCHOOL DISTRICTS SELF
INSURANCE POOL

By _____
Name
Title

PRIVILEGED AND CONFIDENTIAL
SETTLEMENT AND MEDIATION PRIVILEGE

APPROVED AS TO FORM:

DATED: November __, 2025

BARON & BUDD, P.C.

By _____
Victoria Sherlin
Jason Julius
Attorney for Public Entity Plaintiffs

DATED: November __, 2025

DIAB CHAMBER LLP

By _____
Robert Chambers
Ed Diab
Attorney for Public Entity Plaintiffs

Xcel's Signature Page

ACCEPTED AND AGREED:

DATED:

On behalf of Public Service Company of
Colorado d/b/a Xcel Energy

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

DATED:

On behalf of Counsel for Public Service
Company of Colorado d/b/a Xcel Energy

By: _____

Name: _____

Title: _____

Teleport's Signature Page

ACCEPTED AND AGREED:

DATED:

On behalf of Teleport Communications
America, LLC

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

DATED:

On behalf of Counsel for Teleport
Communications America, LLC

By: _____

Name: _____

Title: _____

Qwest's Signature Page

ACCEPTED AND AGREED:

DATED:

On behalf of Qwest Corporation

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

DATED:

On behalf of Counsel for Qwest Corporation

By: _____

Name: _____

Title: _____

Superior Metropolitan District No. 1
Resolution Number SMD#1-15
Series 2025

A Resolution of the Board of Directors of the Superior Metropolitan District No. 1 approving a Settlement Agreement and General Release with Public Service Company of Colorado d/b/a Xcel Energy, Teleport Communications America, LLC, and Qwest Corporation d/b/a CenturyLink QC

Whereas, the District, along with the Board of County Commissioners of the County of Boulder, the City of Louisville, Boulder County Public Health, the Town of Superior, Boulder Valley School District, and Colorado School Districts Self Insurance Pool, joined the consolidated case of *In re Marshall Fire Litigation* (the "Case") against Public Service Company of Colorado d/b/a Xcel Energy, Teleport Communications America, LLC, and Qwest Corporation d/b/a CenturyLink QC (collectively the "Defendants"); and

Whereas, the District desires to settle the Case pursuant to a Settlement Agreement and General Release, attached hereto as **Exhibit A** and incorporated herein (the "Agreement").

Now, therefore, be it resolved by the Board of Directors of the Superior Metropolitan District No. 1, as follows:

Section 1. The Agreement between the District and the Defendants is hereby approved in substantially the same form as attached hereto, subject to final approval by the General Counsel. Upon such approval, the President is authorized to execute the Agreement on behalf of the District.

Adopted this 10 day of November, 2025.

Mark Lacis, President

ATTEST:

Shannon Dujardin, Secretary

Summary of Measured Noise Levels in the **Town of Superior, Colorado** due to **Rocky Mountain Metropolitan Airport Operations**

September 2025



Prepared by:

Hankard Environmental, Inc.
Colorado, Wisconsin



Monthly Summary – September 2025 (Water Bladder Site)

The following summarizes the daytime noise levels measured at the Water Bladder measurement location located off S. Torreys Peak Dr. and aircraft operations detected over the Town of Superior for the month of September 2025. Additional information regarding the measurements follows.

- Over the entire month, a total of 9,784 aircraft operations¹ occurred within 1.25 miles of the measurement location (the distance within which aircraft are audible).
- Of these, 4,049 were touch and go (T&G) operations (41%).
- Over the entire month, aircraft operations were clearly noticeable (aircraft noise measured at approximately 5 dBA above the ambient sound level) for 6,819 minutes (114 hours).
- If T&G operations were not conducted at the airport, an analysis of the measurement data indicates that noticeable aircraft operations would decrease to 3,257 minutes (54 hours), which is a 56% reduction.
- The following summarizes the September 2025 noise survey results at the Water Bladder.

Table 1 - Summary of Daytime Measured Noise Levels and Aircraft Operations, September 2025 (Water Bladder)

Operations	Quantity	Audible Aircraft Operations	Aircraft Noise Above Ambient (dBA)	Aircraft 5 dBA Above Ambient (minutes)	Aircraft 10 dBA Above Ambient (minutes)	Aircraft 20 dBA Above Ambient (minutes)
All	Total for month	9,784	---	6,819	4,761	870
	Daily average	326	18	227	159	29
Touch and Go Removed	Total for month	6,558	---	3,257	2,101	308
	Daily average	219	14	109	70	10

- Figure 1 shows the flight paths on September 6, a day with total operations close to the median for the month. Note the concentration of T&G operations over the Town of Superior and Boulder County.
- Figure 2 shows the measured noise levels and concurrent aircraft activity for this day. Maximum noise levels generated by individual aircraft operations exceeded the ambient sound level by at least the following levels for the durations noted:
 - 5 dBA (clearly noticeable), 233 minutes.
 - 10 dBA (significant increase), 171 minutes.
 - 20 dBA (much louder), 44 minutes.
- Table 2 shows the hourly average noise levels and operation counts for this day.
- Figure 3 shows an hour on this day, during which time the measured noise level was often above ambient conditions (38 dBA for this hour), meaning that aircraft noise was regularly present.
- Figure 4 shows the flight paths for the entire month of September 2025.

¹ This report counts each touch and go operation as a single operation. The Federal Aviation Administration counts each touch and go operation as two operations.

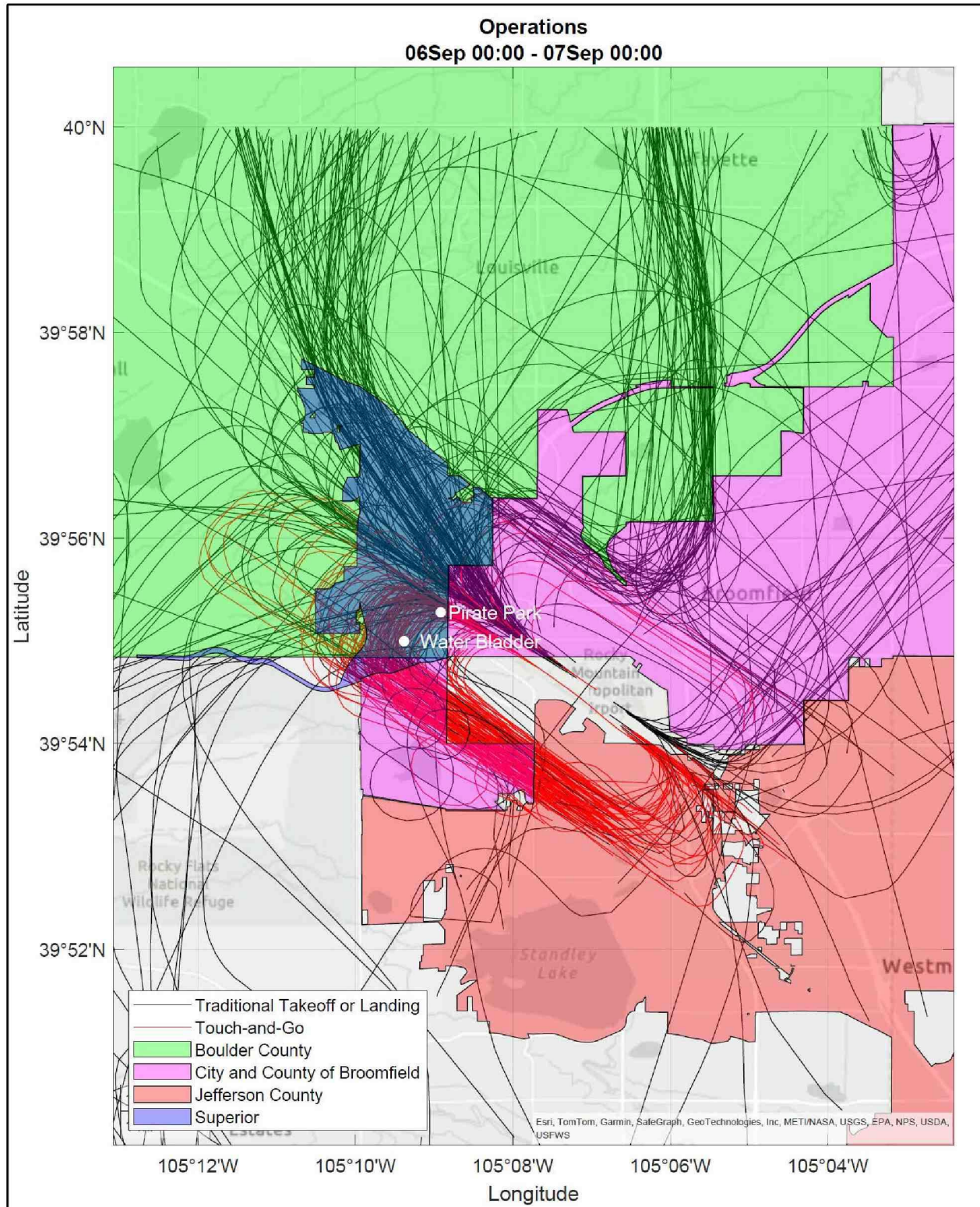


Figure 1 – Flight Paths on Median Day in September 2025 (416 Operations; 134 T&G)

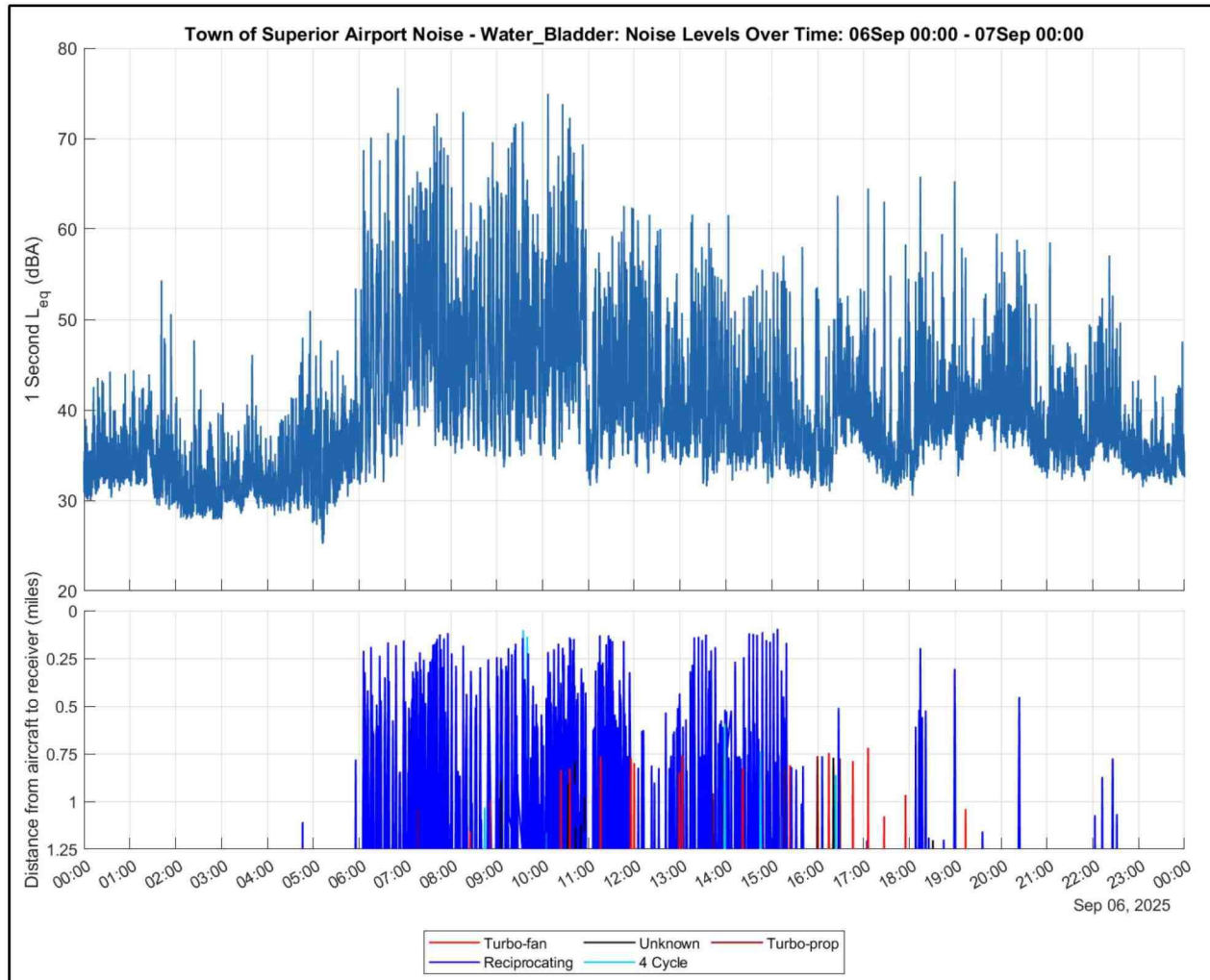


Figure 2 – Noise Levels and Aircraft Operations on Median Day (Water Bladder)

Table 2 – Hourly Noise Levels and Aircraft Operations on Median Day (Water Bladder)

Time	7 am	8 am	9 am	10 am	11 am	12 pm	1 pm	2 pm	3 pm	4 pm	5 pm	6 pm	7 pm	8 pm	9 pm
Average Noise Level (dBA)	55	52	55	56	46	46	45	41	42	43	43	46	43	44	40
Number of Operations	47	29	49	68	43	31	38	33	16	8	5	10	2	2	0

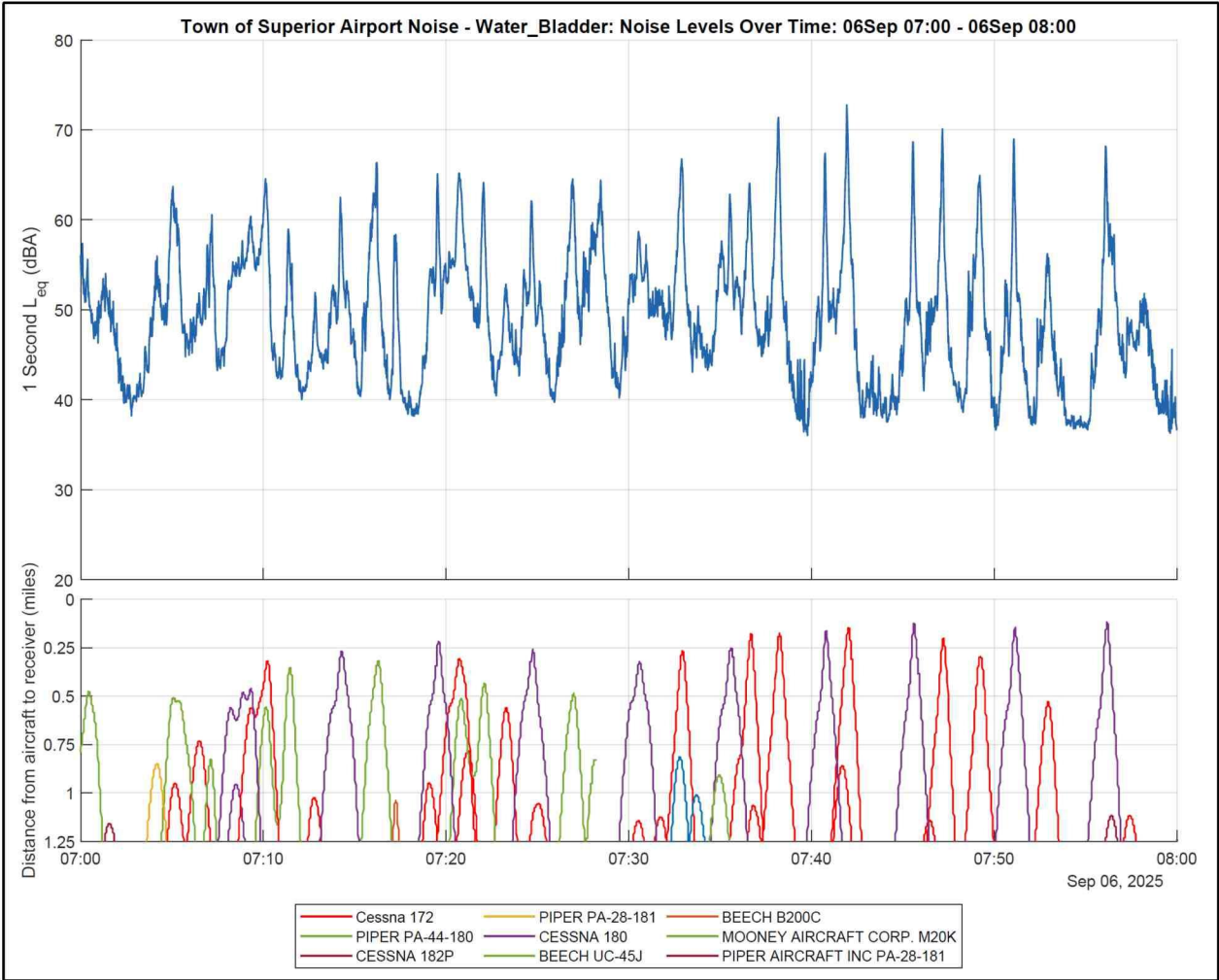


Figure 3 – Noise Levels and Aircraft Operations during an Example Hour on Median Day
(Water Bladder)

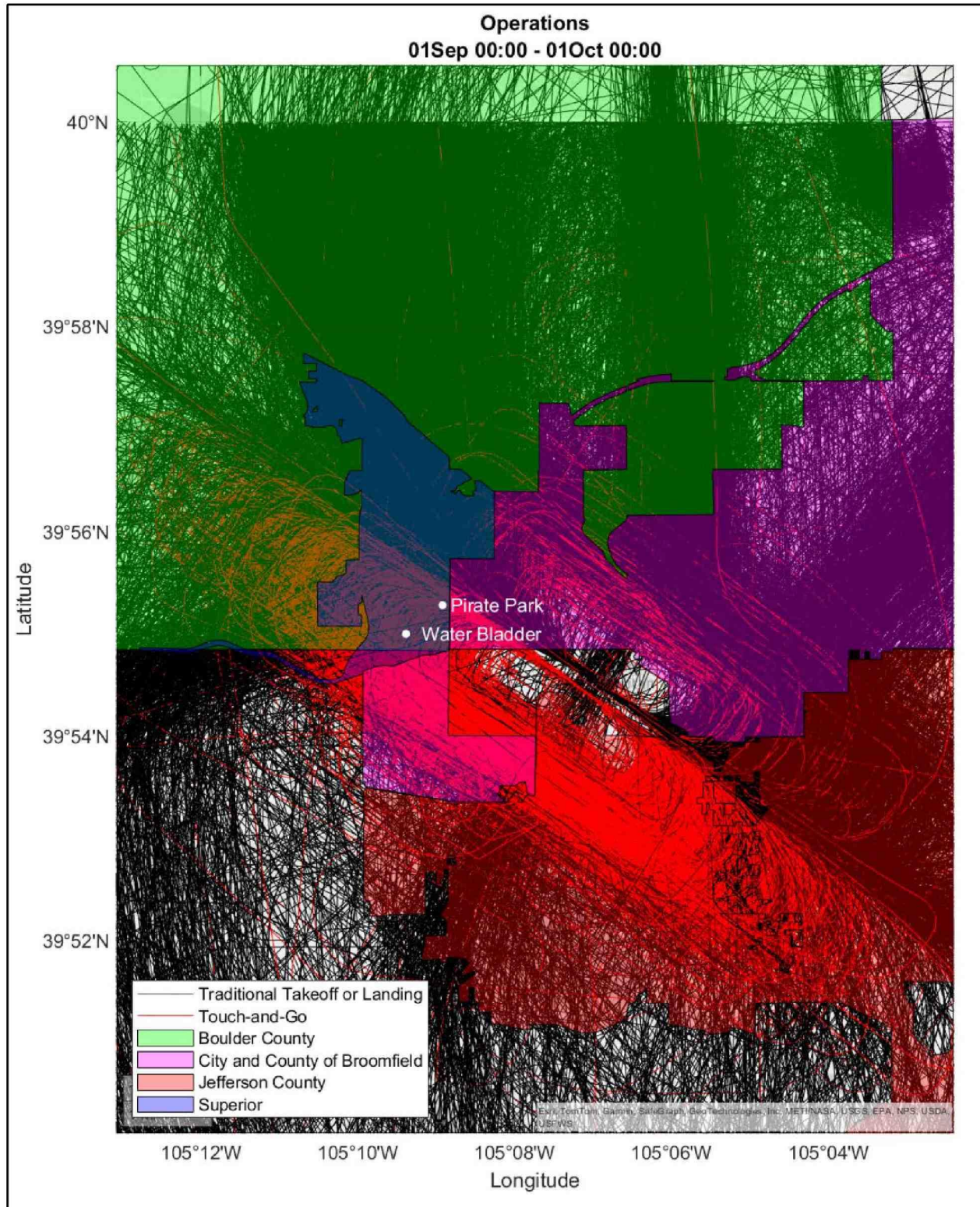


Figure 4 – All Flight Paths in September 2025 (14,816 Operations; 4,283 T&G)

Monthly Summary – September 2025 (Pirate Park Site)

The following summarizes the daytime noise levels measured at the Pirate Park measurement location located near Pirate Park off Yarrow Circle and aircraft operations detected over the Town of Superior for the month of September 2025. Additional information regarding the measurements follows.

- Over the entire month, a total of 10,231 aircraft operations² occurred within 1.25 miles of the measurement location (the distance within which aircraft are audible).
- Of these, 4,120 were touch and go (T&G) operations (40%).
- Over the entire month, aircraft operations were clearly noticeable (aircraft noise measured at approximately 5 dBA above the ambient sound level) for 6,034 minutes (101 hours).
- If T&G operations were not conducted at the airport, an analysis of the measurement data indicates that noticeable aircraft operations would decrease to 3,478 minutes (58 hours), which is a 42% reduction.
- The following summarizes the September 2025 noise survey at Pirate Park. Note the number of minutes that aircraft noise was 20 dBA above ambient is much higher than at the Water Bladder site due to the closer proximity to the runway and the lower, climbing aircraft.

Table 3 - Daytime Measured Noise Levels and Aircraft Operations, September 2025 (Pirate Park)

Operations	Quantity	Audible aircraft operations	Aircraft noise above ambient (dBA)	Aircraft 5 dBA Above Ambient (minutes)	Aircraft 10 dBA Above Ambient (minutes)	Aircraft 20 dBA Above Ambient (minutes)
All	Total for month	10,231	---	6,034	4,185	1,195
	Daily average	341	19	216	149	43
Touch and Go Removed	Total for month	6,985	---	3,478	2,360	510
	Daily average	233	16	124	84	18

- Figure 5 shows the measured noise levels and concurrent aircraft activity for September 6, a day with total operations close to the median for the month. Maximum noise levels generated by individual aircraft operations exceeded the ambient sound level by at least the following levels for the durations noted:
 - 5 dBA (clearly noticeable), 207 minutes.
 - 10 dBA (significant increase), 144 minutes.
 - 20 dBA (much louder), 42 minutes.
- Table 4 shows the hourly average noise levels and operation counts for this day.
- Figure 6 shows an hour on this day, during which time the measured noise level was often above ambient conditions (40 dBA for this hour), meaning that aircraft noise was regularly present.

² This report counts each touch and go operation as a single operation. The Federal Aviation Administration counts each touch and go operation as two operations.

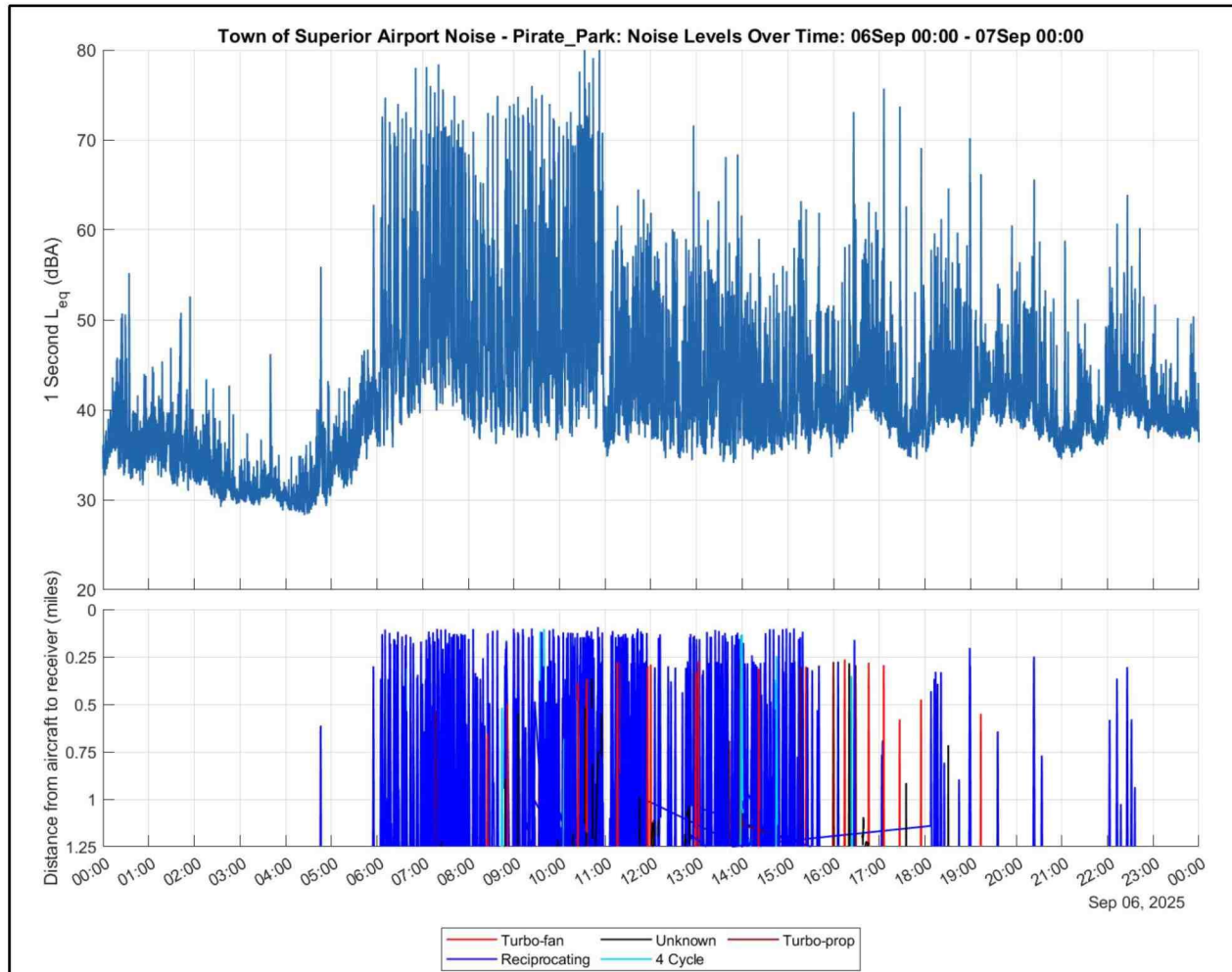


Figure 5 – Noise Levels and Aircraft Operations on Median Day (Pirate Park)

Table 4 – Hourly Noise Levels and Aircraft Operations on Median Day (Pirate Park)

Time	7 am	8 am	9 am	10 am	11 am	12 pm	1 pm	2 pm	3 pm	4 pm	5 pm	6 pm	7 pm	8 pm	9 pm
Average Noise Level (dBA)	64	60	56	58	60	49	48	49	43	46	50	51	48	45	46
Number of Operations	47	29	49	68	43	31	38	33	16	8	5	10	2	2	0

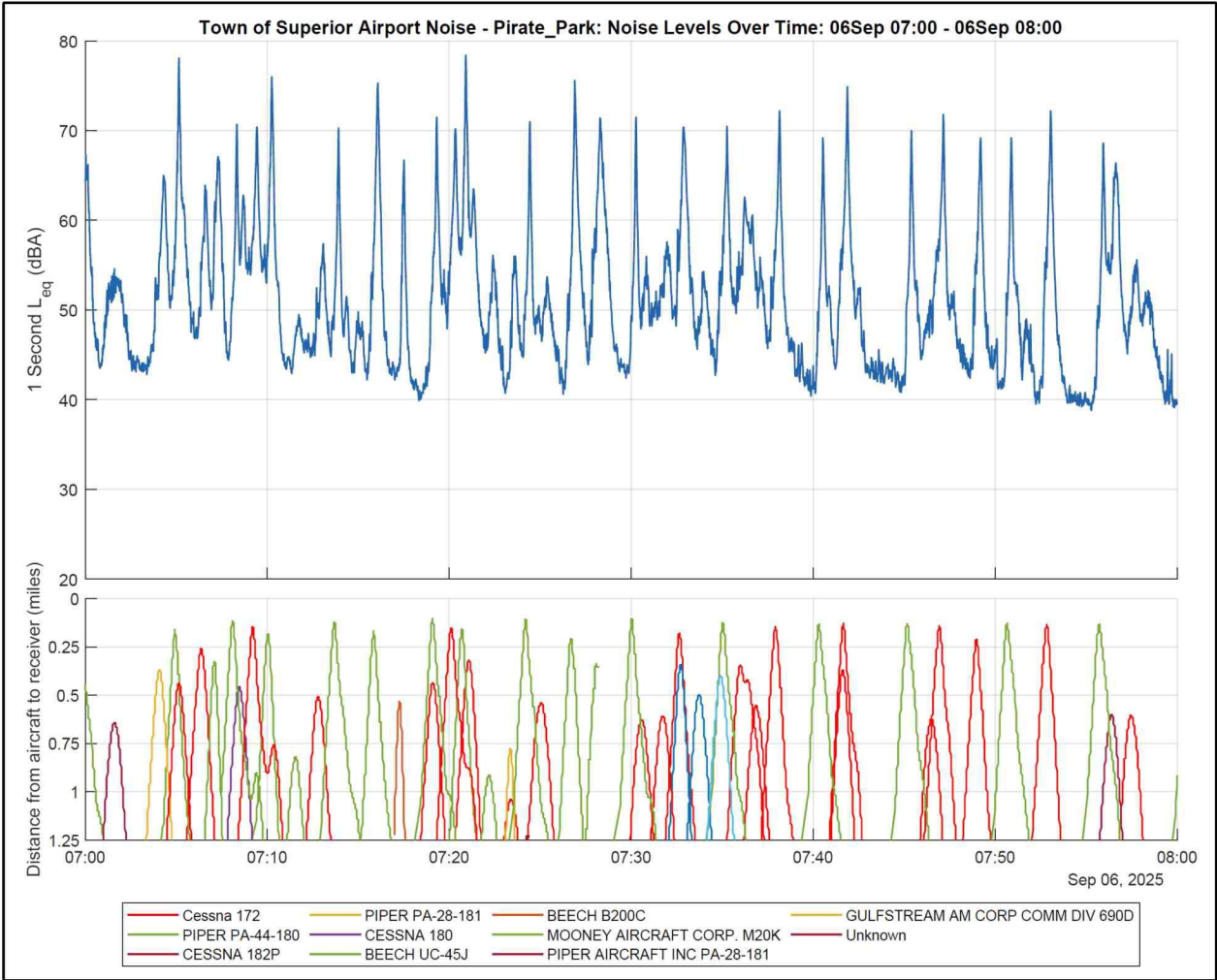


Figure 6 – Noise Levels and Aircraft Operations during an Example Hour on Median Day
(Pirate Park)

Detailed Results

1. Measurement Locations and Flight Paths

Noise level monitors were placed at the locations shown in Figure 1-1 and configured to continually measure noise levels. The meters were in service for the entirety of September 2025. The selection of measurement locations considered proximity of Town of Superior residences, aircraft flight paths, and availability of public land. The Water Bladder location was chosen as it is removed from busy roads and in the flight path of touch and go operations. The Community Center location was chosen as it is directly in the flight path of runway 12 L. The Pirate Park location was chosen as it is directly in the flight path of runway 12 R while still being nearby to residences.

Aircraft flight paths are limited due to Denver International Airport airspace to the east and mountains to the west. This, along with prevailing wind patterns, pushes a majority of operations over the Town of Superior, as shown in Figures 1 and 4 (above).

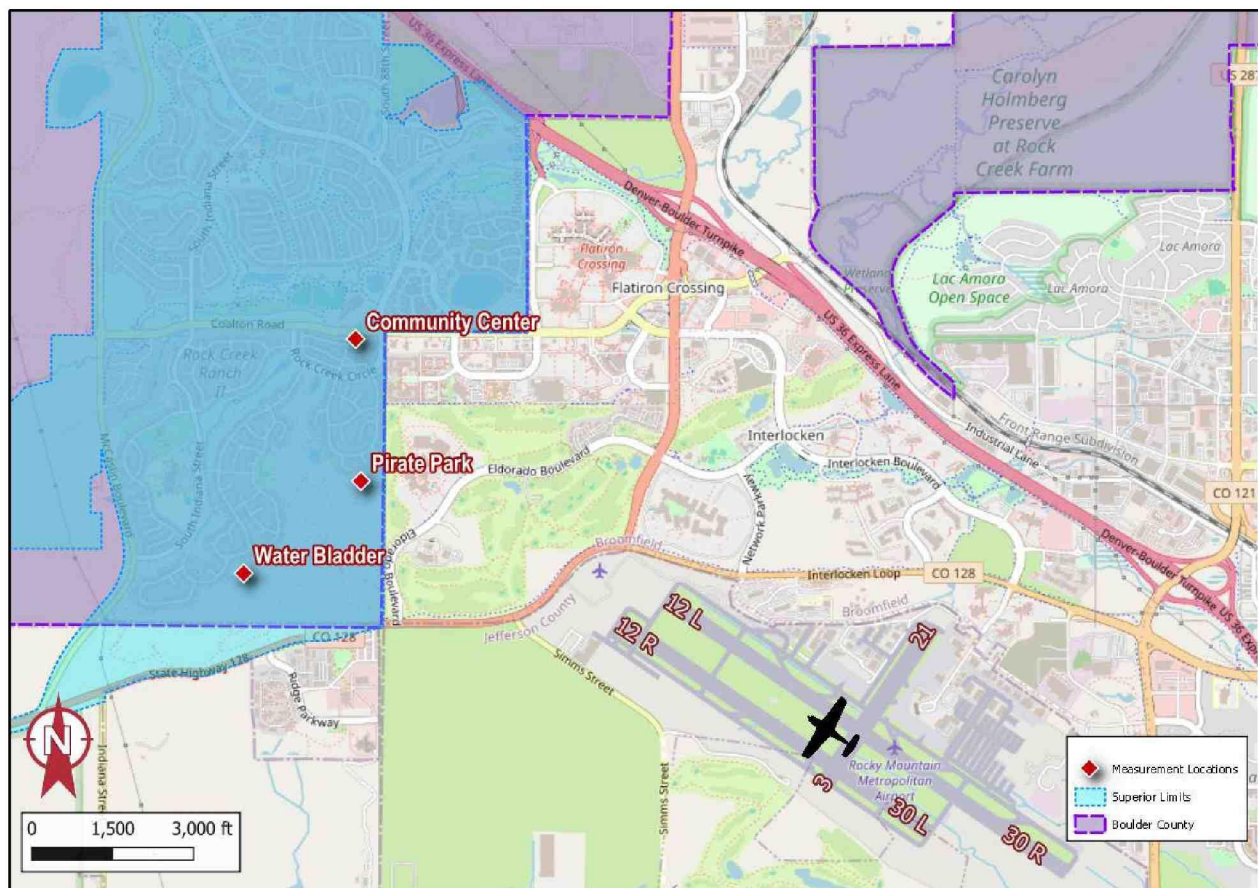


Figure 1-1. Measurement Locations and Airport

2. Noise and Aircraft Operations Measurement Procedures

Noise levels were measured in accordance with applicable acoustical standards as well as the author's experience in this specialized field. The following sections describe the acoustical standards followed, measurement equipment specifications and settings, measurement duration, ground wind measurement equipment, and aircraft operations data integration.

2.1 Applicable Noise Measurement and Analysis Standards

The measurements were executed in accordance with the relevant aspects of the following standards:

1. Noise measurement equipment meets the Type 1 specifications of American National Standards Institute (ANSI) standard S1.4-2014 (R2024) American National Standard Specification for Sound Level Meters.
2. ANSI S1.11-2004 (R2009), Electroacoustics - Octave-band and Fractional-octave-band Filters - Part 1: Specifications.
3. ANSI S1.40-2006 (R2016), American National Standard Specifications and Verification Procedures for Sound Calibrators.
4. The measurement and analysis procedures followed the applicable portions of ANSI S12.9-2013 Part 3 (R2018) Quantities and Procedures for Description and Measurement of Environmental Sound - Part 3: Short-Term Measurements with an Observer Present.
5. ANSI S12.18-1994 (R2019) Outdoor Measurement of Sound Pressure Level.
6. ANSI S1.13-2020 American National Standard Measurement of Sound Pressure Level in Air.

2.2 Noise Measurement Equipment

Noise levels were measured using Larson Davis Model 831 sound level meters with associated preamplifiers and ½ inch free-field precision microphones. All measurement and field calibration equipment were certified by a traceable laboratory within 18 months prior to the measurements. Field calibrations were conducted on September 23, 2025 and the drift in the measured noise level was well within tolerance (Water Bladder +0.24 dB, Pirate Park -0.08 dB, and Community Center -0.01 dB). Calibration certificates and records are available upon request. The microphones were mounted on steel poles and positioned five feet above the ground (per ANSI S12.9). The microphones were covered with hydrophobically treated 7-inch diameter, 80-pores-per-inch density windscreens (ACO Pacific Model WS7-80T). Audio from each sound level meter was recorded using Tascam DR-05X digital recorders. The sound level meters were configured to continuously measure and record 1-second and 1-hour averages of the following metrics: overall L_{eq} , L_{10} , L_{50} , and L_{90} , as well as one-third octave band L_{eq} levels (6.3 Hz to 20 kHz).

2.3 Aircraft Position Measurement Equipment

Aircraft position data is being collected in the area with an Automatic Dependent Surveillance-Broadcast (ADS-B) monitoring system that receives real-time data from each aircraft in the area, including location, speed, and a unique identifier (hex code). Aircraft position data is being logged on 1-second intervals and is combined with the Federal Aviation Administration (FAA) aircraft registration database to get additional information for each aircraft, including make/model, engine type, and owner. Aircraft from flight schools were identified based on the owner and listed registration numbers from the flight school websites. Altitude data from the aircraft is based on barometric pressure on the aircraft and is not corrected for barometric pressure on the ground. During data processing, the altitude data is corrected based on barometric pressure from the airport. Aircraft above 11,000 feet are filtered out of the database to eliminate from the analysis aircraft that are merely passing overhead and not using Rocky Mountain Metropolitan Airport.

2.4 Meteorological Data

Wind speeds and direction are being measured continuously at each monitoring site using Vaisala WXT530 series sonic anemometers, mounted on steel poles approximately 6.5 feet above the ground (per ANSI S12.18) and placed within approximately 10 feet of the microphones. Barometric pressure data was obtained from the airport's weather station.

2.5 Resulting Measurement Database

This report presents the results of measurements conducted throughout the month of September 2025. A total of 720 hours of continuous noise, aircraft, and ground wind data were collected. All data was organized into a single database and time synchronized through the cellular network.

Figure 2-1 shows noise levels versus time (top graph) and distance to the nearest aircraft over time (bottom graph) for an example one-hour period at Pirate Park. This example shows one Cessna 172 (shown in blue) performing touch and go operations, which involves landing and immediately taking off again, and results in the airplane passing over the microphone every few minutes. Another aircraft (shown in yellow) does a few touch and go operations, while a third (shown in red) performs a traditional takeoff or landing. Note the ambient sound level, the level occurring with no aircraft present, is approximately 40 dBA during this example hour. With aircraft present, levels are as high as 75 dBA, which is a 35 dBA increase over the ambient sound level.

Figure 2-2 shows the measured noise levels and aircraft operations for a representative hour with frequent aircraft operations. During this hour the ambient sound level for this day of 39 dBA is rarely reached because there was very little time when aircraft noise was not audible.

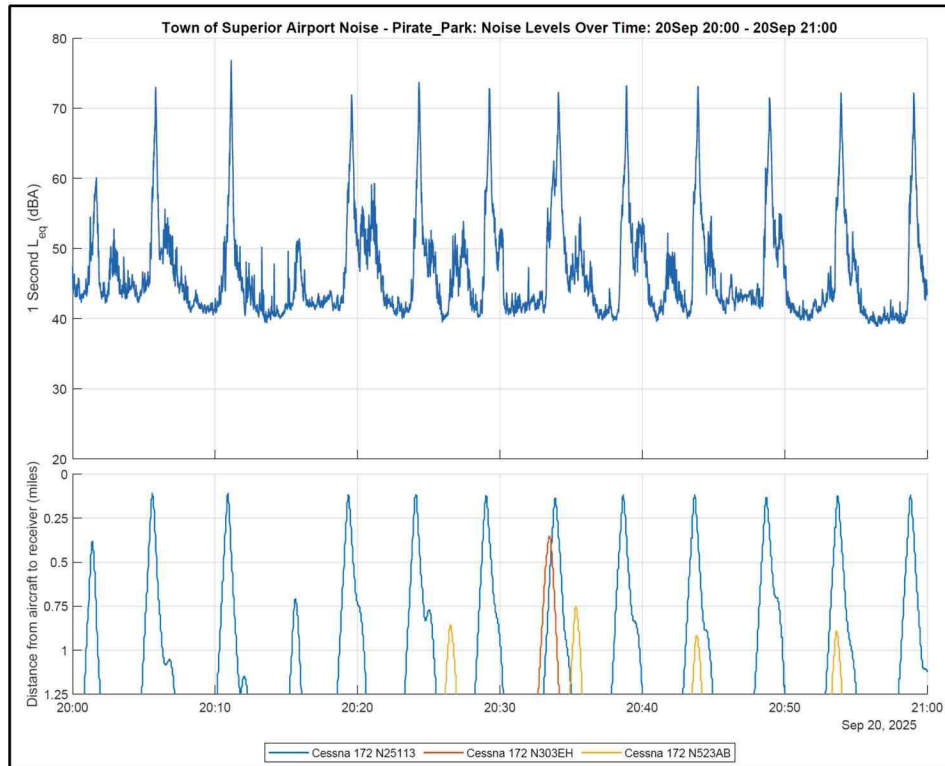


Figure 2-1. Example Time Plot of Measured Noise Levels - Touch and Go Operations

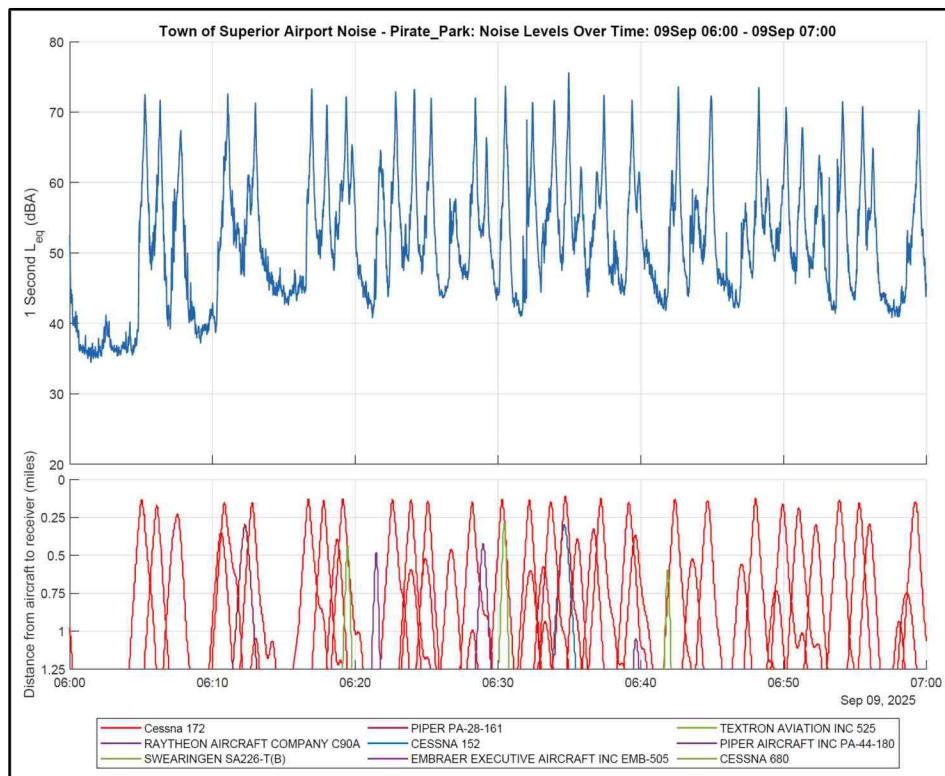


Figure 2-2. Example Time Plot During an Hour with Frequent Aircraft Operations

3. Data Analysis Procedures

The measured noise level and aircraft operations data were analyzed as follows.

3.1 Duration of Analysis Intervals

The measured data was recorded and analyzed in 1-second intervals. This interval was chosen because it provides sufficient resolution to capture changes in noise levels against aircraft proximity over time and follows the FAA’s procedures. Results are summarized and presented herein in terms of daily averages of noise levels when aircraft are present versus ambient noise levels in the area (noise generated by non-aircraft sources, such as distant roadway traffic).

3.2 Aircraft Types and Operations

Each 1-second ADS-B sample was classified into one of five operational types: (1) on-the-ground, (2) flyover, (3) touch and go (T&G), (4) takeoff, and (5) landing. The number of operations per day for each operational type is shown in Table 3-1. Samples classified as on-the-ground were excluded from further analysis as planes would not be audible during these times, and samples for aircraft above 11,000 feet or classified as flyovers were excluded from further analysis as these operations were not generated by this airport.

Each aircraft detected in the month is analyzed separately. Each 1-second sample in which the individual aircraft’s signal was detected is arranged into a table in chronological order. Each sample is labeled as on the ground (known from the positional information) or airborne. Airborne samples are then grouped into events, which include takeoff, landing, touch and go operation, and flyover. Starting with the first 1-second sample in time where the aircraft was detected as being airborne, the following logic is applied. This is also shown in the table below.

- If the previous sample was on the ground, and a sample within the next 20 minutes is on the ground, the entire window of samples when the aircraft was airborne is classified as touch and go.
- If the previous sample was on the ground, and no samples within the next 20 minutes are on the ground, the entire 20-minute window of samples is classified as takeoff.
- If the previous sample was not on the ground, and a sample within the next 20 minutes is on the ground, the entire window of samples when the aircraft was airborne is classified as landing.
- If the previous sample was not on the ground, and no samples within the next 20 minutes are on the ground, the entire 20-minute window of samples is classified as a flyover and is disregarded from further analysis.

	Is on the ground within the next 20 minutes	Is not on the ground within the next 20 minutes
Previous sample was on the ground	Touch and Go	Take-off
Previous sample was not on the ground	Landing	Flyover

Additionally, T&G operations were further classified as initial (the initial take off) or subsequent (subsequent touch and go landings and takeoffs) depending on whether the previous operation of the aircraft was classified as a T&G operation. As described in more detail below, this was done to allow for the estimation of noise levels for a scenario where T&G operations occurred at another distant airfield.

Each ADS-B sample was also classified by aircraft engine type, as shown in Table 3-2. Aircraft engine type is identified from the aircraft registration “N Number” broadcast by the aircraft, and the FAA aircraft registration database, which provides details about each registered aircraft. Flight schools are identified based on the aircraft registered owner, a list of planes and N Numbers on each flight school’s website, and observations of aircraft at the airport. Most aircraft are identified as piston engine (reciprocating or 4-cycle) and a majority of them are registered to flight schools.

3.3 Ambient Sound Levels

For the purposes of this analysis, the ambient daytime noise levels for each day are defined as the L_{90} dBA noise level measured during daytime hours. This is calculated by ordering all 1-second L_{eq} dBA noise level samples measured between 7:00 AM and 10:00 PM and determining the 90th percentile, which is the noise level exceeded 90 percent of the time. Noise level contributions from aircraft operations are effectively removed with the L_{90} metric.

3.4 Aircraft Noise Levels

Aircraft noise levels represent the 1-second measurement samples when any aircraft operations were audible. Noise levels are plotted against the concurrently measured distance from each aircraft to quantify the relationship between these two variables. The data indicates that at distances of 1 to 1.25 miles, aircraft begin to have an effect on noise levels and, at distances of 1 mile or less from the measurement location, aircraft have a significant influence on measured noise levels. For the purposes of this analysis operations were considered audible if the aircraft came within 1.25 miles of a measurement site at any time during the operation.

3.5 Aircraft Noise Levels without T&G Operations

Aircraft noise levels without T&G operations represent the average of all 1-second samples taken when aircraft operations were audible, but with noise levels during all times when an aircraft operation was classified as a subsequent T&G set to the ambient sound level for that day. This simulates what the average noise level would have been if T&G operations took place elsewhere, i.e., a distant airfield. Initial T&G operations were not removed from the analysis because an aircraft would need to take off and land at the airport even if T&G operations were located elsewhere. This initial T&G operation represents the takeoff and landing.

Table 3-1. Aircraft Operations by Type³

Day	Operation Type			Total Operations	Percentage T&G	Total Number of Unique Aircraft
	T&G	Takeoff	Landing			
1-Sep-25	87	229	73	389	22%	126
2-Sep-25	210	231	92	533	39%	138
3-Sep-25	139	239	125	503	28%	138
4-Sep-25	64	201	219	484	13%	139
5-Sep-25	101	151	188	440	23%	139
6-Sep-25	134	163	119	416	32%	128
7-Sep-25	107	130	114	351	30%	132
8-Sep-25	85	157	32	274	31%	116
9-Sep-25	186	192	49	427	44%	120
10-Sep-25	121	164	141	426	28%	131
11-Sep-25	230	185	189	604	38%	145
12-Sep-25	190	154	162	506	38%	144
13-Sep-25	128	133	135	396	32%	111
14-Sep-25	179	154	146	479	37%	135
15-Sep-25	168	210	217	595	28%	148
16-Sep-25	217	168	162	547	40%	137
17-Sep-25	124	212	221	557	22%	145
18-Sep-25	161	254	276	691	23%	183
19-Sep-25	162	234	239	635	26%	179
20-Sep-25	226	173	168	567	40%	138
21-Sep-25	130	167	149	446	29%	164
22-Sep-25	153	150	141	444	34%	131
23-Sep-25	0	35	33	68	0%	41
24-Sep-25	166	289	286	741	22%	161
25-Sep-25	105	284	295	684	15%	185
26-Sep-25	102	228	225	555	18%	163
27-Sep-25	82	182	200	464	18%	152
28-Sep-25	139	166	157	462	30%	156
29-Sep-25	65	147	149	361	18%	82
30-Sep-25	322	223	226	771	42%	148
Month Total	4,283	5,605	4,928	14,816	29%	-

³ This report counts each touch and go operation as a single operation. The Federal Aviation Administration counts each touch and go operation as two operations.

Table 3-2. Aircraft Operations by Aircraft Engine Type⁴

Day	Engine Type					
	Piston	Turboprop	Turboshaft	Turbojet	Turbofan	Unknown
1-Sep-25	359	7	2	0	17	4
2-Sep-25	485	11	7	0	23	7
3-Sep-25	451	12	4	0	28	8
4-Sep-25	418	12	4	0	39	11
5-Sep-25	376	8	14	0	29	13
6-Sep-25	372	9	0	0	27	8
7-Sep-25	296	13	1	3	29	9
8-Sep-25	223	9	6	0	32	4
9-Sep-25	390	7	6	0	16	8
10-Sep-25	368	15	8	0	27	8
11-Sep-25	486	29	18	0	50	21
12-Sep-25	422	12	5	0	47	20
13-Sep-25	354	9	0	0	27	6
14-Sep-25	376	16	2	0	61	24
15-Sep-25	503	27	13	0	42	10
16-Sep-25	452	18	16	0	44	17
17-Sep-25	455	21	10	0	47	24
18-Sep-25	548	28	6	0	78	31
19-Sep-25	519	22	9	0	68	17
20-Sep-25	492	21	2	0	36	16
21-Sep-25	340	20	3	0	81	2
22-Sep-25	372	10	4	0	46	12
23-Sep-25	20	4	0	0	34	10
24-Sep-25	621	24	13	0	51	32
25-Sep-25	556	19	15	0	68	26
26-Sep-25	464	22	8	0	48	13
27-Sep-25	404	13	0	0	36	11
28-Sep-25	370	22	0	0	56	14
29-Sep-25	265	15	7	0	52	22
30-Sep-25	659	17	8	0	50	37
Month Total	12,416	472	191	3	1,289	445

⁴ This report counts each touch and go operation as a single operation. The Federal Aviation Administration counts each touch and go operation as two operations.

4. Noise Measurement and Analysis Results

Tables 4-1 through 4-3 provide a summary of the noise levels and aircraft operations measured during each day of September 2025 at each of the three measurement locations. The tables provide the following information:

- The daily measured ambient (background) sound level (L_{90}).
- The number of audible aircraft operations each day. For the purposes of this analysis operations were considered audible if aircraft came within 1.25 miles of a measurement site, based on an analysis of measured noise level and aircraft distance data. This will exclude any takeoffs and landings from and to runways 30 L and 30 R.
- The average measured noise level with aircraft from the airport present (within 1.25 miles).
- The number of decibels that aircraft noise is above the daily ambient sound level.
- The number of minutes each day that aircraft were present, and the noise level they generated that exceeded the ambient sound level by at least 5, 10, and 20 dBA, respectively.
- This information is then repeated with T&G operations excluded from the analysis.

Table 4-1. Summary of Measured Noise Levels and Aircraft Operations⁵ – Water Bladder

Date	Ambient Noise Level (dBA)	Daytime - All Operations						Daytime - T&G Operation Removed					
		Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels Above Ambient (Minutes)			Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels Above Ambient (Minutes)		
					> 5 dBA	> 10 dBA	> 20 dBA				> 5dBA	> 10 dBA	> 20 dBA
1-Sep-25	35	302	55	20	225	173	37	235	52	17	151	109	18
2-Sep-25	38	438	54	17	337	228	31	274	51	13	148	91	12
3-Sep-25	36	358	55	19	275	202	33	255	51	15	164	109	13
4-Sep-25	37	277	50	13	120	61	5	250	50	13	117	59	5
5-Sep-25	36	312	50	14	157	80	8	231	47	11	89	44	4
6-Sep-25	35	332	54	20	233	171	44	233	51	16	116	81	17
7-Sep-25	35	276	52	17	188	122	24	197	50	15	105	68	13
8-Sep-25	37	207	56	19	170	118	24	143	51	14	88	56	9
9-Sep-25	37	384	55	18	293	211	34	235	50	13	116	74	9
10-Sep-25	36	337	53	17	202	135	24	252	49	13	118	72	9
11-Sep-25	38	417	55	17	305	211	34	229	48	10	93	50	7
12-Sep-25	38	344	55	17	208	145	25	194	48	10	65	41	5
13-Sep-25	36	280	51	15	175	113	14	183	46	10	71	42	4
14-Sep-25	35	318	57	22	298	246	70	171	51	16	100	78	19
15-Sep-25	35	396	52	16	247	142	22	268	48	13	130	75	10
16-Sep-25	37	352	55	18	296	221	39	193	49	12	89	59	8
17-Sep-25	37	338	53	16	212	148	19	254	51	14	128	80	10
18-Sep-25	37	427	54	17	243	148	20	308	50	13	145	84	8
19-Sep-25	36	397	54	18	305	216	40	276	50	14	157	109	17
20-Sep-25	36	383	54	18	298	214	44	199	49	13	94	64	9
21-Sep-25	37	270	54	18	183	115	23	178	51	15	97	61	12
22-Sep-25	36	299	55	19	229	182	34	171	47	11	71	49	6
23-Sep-25	39	17	55	16	3	2	0	17	55	16	3	2	0
24-Sep-25	37	442	57	20	308	238	53	320	50	14	152	102	15
25-Sep-25	35	355	55	20	260	202	36	282	52	17	167	123	16
26-Sep-25	37	312	55	18	204	126	22	244	50	13	126	69	8
27-Sep-25	36	247	54	18	209	159	22	193	52	16	129	94	14
28-Sep-25	35	272	56	21	231	186	48	172	52	16	95	73	15
29-Sep-25	37	186	56	20	73	58	14	138	50	13	30	19	3
30-Sep-25	44	509	59	15	334	191	26	263	55	11	102	61	12
Monthly Average	37	326	54	18	227	159	29	219	50	14	109	70	10
Monthly Total	-	9,784	-	-	6,819	4,761	870	6,558	-	-	3,257	2,101	308

⁵ This report counts each touch and go operation as a single operation. The Federal Aviation Administration counts each touch-and-go operation as two operations.

Table 4-2. Summary of Measured Noise Levels⁶ and Aircraft Operations⁷ – Community Center

Date	Ambient Noise Level (dBA)	Daytime - All Operations						Daytime - T&G Operation Removed					
		Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels			Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels		
					> 5 dBA	> 10 dBA	> 20 dBA				> 5dBA	> 10 dBA	> 20 dBA
1-Sep-25	-	314	-	-	-	-	-	247	-	-	-	-	-
2-Sep-25	-	451	-	-	-	-	-	287	-	-	-	-	-
3-Sep-25	47	368	58	12	191	89	8	265	58	11	154	75	7
4-Sep-25	46	284	57	11	129	45	5	257	57	11	124	45	5
5-Sep-25	46	317	57	12	128	44	7	236	57	11	109	39	7
6-Sep-25	44	341	58	14	156	76	13	241	58	14	124	64	12
7-Sep-25	43	282	57	14	146	69	12	202	56	14	108	54	11
8-Sep-25	44	233	57	13	135	67	6	169	57	13	104	54	6
9-Sep-25	44	393	58	14	243	134	15	244	57	13	166	95	14
10-Sep-25	-	340	-	-	-	-	-	262	-	-	-	-	-
11-Sep-25	44	421	59	14	226	119	16	235	58	13	134	75	14
12-Sep-25	43	350	57	15	195	98	15	199	56	14	118	61	12
13-Sep-25	43	289	57	14	134	62	11	191	56	13	97	48	10
14-Sep-25	41	332	60	18	233	153	32	185	59	18	130	90	24
15-Sep-25	45	399	57	12	194	74	8	271	56	11	147	60	7
16-Sep-25	46	363	60	14	219	120	12	204	58	12	130	74	10
17-Sep-25	46	347	60	14	180	87	14	260	60	14	145	72	13
18-Sep-25	46	436	58	12	187	85	13	316	58	12	158	75	12
19-Sep-25	45	408	63	18	224	107	16	287	63	18	174	89	16
20-Sep-25	43	400	57	14	213	98	16	213	57	13	129	67	15
21-Sep-25	42	293	57	15	168	86	15	201	57	15	126	70	13
22-Sep-25	44	309	59	15	165	96	16	181	58	14	99	58	14
23-Sep-25	46	34	61	15	16	9	2	34	61	15	16	9	2
24-Sep-25	45	456	60	15	243	135	25	334	59	14	182	100	22
25-Sep-25	45	373	60	15	244	135	19	298	60	14	210	117	18
26-Sep-25	46	329	59	13	192	89	10	261	59	13	160	77	10
27-Sep-25	44	256	60	16	186	107	21	201	59	15	151	90	19
28-Sep-25	42	282	59	17	198	133	25	185	59	16	133	93	21
29-Sep-25	14	196	59	45	107	107	107	148	59	45	81	81	81
30-Sep-25	38	517	56	18	404	312	51	270	53	15	204	141	23
Monthly Average	43	337	59	16	187	101	19	229	58	15	134	73	15
Monthly Total	-	10,113	-	-	5,058	2,737	511	6,884	-	-	3,612	1,974	417

⁶ No noise data from September 1,2 or 10 due to equipment malfunction

⁷ This report counts each touch and go operation as a single operation. The Federal Aviation Administration counts each touch-and-go operation as two operations.

Table 4-3. Summary of Measured Noise Levels⁸ and Aircraft Operations⁹ – Pirate Park

Date	Ambient Noise Level (dBA)	Daytime - All Operations						Daytime - T&G Operation Removed					
		Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels			Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels		
					> 5 dBA	> 10 dBA	> 20 dBA				> 5dBA	> 10 dBA	> 20 dBA
1-Sep-25	-	324	-	-	-	-	-	257	-	-	-	-	-
2-Sep-25	-	459	-	-	-	-	-	295	-	-	-	-	-
3-Sep-25	39	378	59	19	265	187	46	275	55	16	176	124	22
4-Sep-25	40	291	53	13	136	76	7	263	53	13	130	74	7
5-Sep-25	39	319	53	15	138	65	10	238	51	13	99	46	7
6-Sep-25	37	346	58	21	207	144	42	246	55	18	125	84	23
7-Sep-25	37	289	56	19	169	106	29	209	53	16	106	68	15
8-Sep-25	39	238	59	20	188	148	42	174	56	17	118	92	21
9-Sep-25	39	398	59	20	274	187	54	249	54	15	141	92	20
10-Sep-25	38	355	56	18	186	121	28	268	53	15	127	79	14
11-Sep-25	39	425	59	20	284	199	59	237	53	14	115	75	14
12-Sep-25	39	353	59	20	191	136	41	202	53	14	81	56	11
13-Sep-25	38	291	56	19	161	97	23	193	52	15	86	54	11
14-Sep-25	37	331	60	24	280	226	88	184	55	18	114	90	29
15-Sep-25	39	402	54	16	194	104	19	274	51	12	119	63	8
16-Sep-25	40	365	60	21	262	194	61	206	54	15	113	81	17
17-Sep-25	39	349	58	19	211	142	35	261	55	16	146	96	18
18-Sep-25	39	439	56	17	230	141	28	319	53	14	162	101	16
19-Sep-25	38	411	57	19	270	184	48	290	54	16	171	116	26
20-Sep-25	38	400	58	20	253	167	47	213	52	14	104	69	16
21-Sep-25	39	293	57	18	195	132	30	201	54	15	124	86	15
22-Sep-25	40	312	60	20	200	141	42	183	55	15	88	61	12
23-Sep-25	42	34	57	16	9	5	1	34	57	16	9	5	1
24-Sep-25	38	456	60	22	283	216	79	334	56	17	166	120	31
25-Sep-25	38	377	58	21	275	207	58	302	56	18	208	155	35
26-Sep-25	38	328	59	20	214	140	37	260	55	16	154	99	20
27-Sep-25	38	261	58	20	211	154	46	206	56	18	149	111	31
28-Sep-25	38	289	60	22	227	181	66	189	56	18	118	94	28
29-Sep-25	38	197	60	21	87	67	20	149	55	17	52	38	8
30-Sep-25	39	521	61	22	434	318	108	274	55	16	177	130	32
Monthly Average	39	341	58	19	216	149	43	233	54	16	124	84	18
Monthly Total	-	10,231	-	-	6,034	4,185	1,195	6,985	-	-	3,478	2,360	510

⁸ No noise data from September 1 or 2 due to full storage

⁹ This report counts each touch and go operation as a single operation. The Federal Aviation Administration counts each touch-and-go operation as two operations.



Item Number 7

Information for Meeting of the Superior Liquor Licensing Authority Board

Agenda Item Name: **Ratification of Temporary Liquor Permit for Superior Reserve Inc., (Danny Suh) for Superior Liquor and Approval of Liquor License Transfer of Ownership**

Meeting Date: **November 10, 2025**

Presented by: **Shannon Dujardin, Town Clerk**

Presented for: **Action**

BACKGROUND

An application for the transfer of ownership of a Retail Liquor Store (City) liquor license has been submitted by Superior Reserve Inc., (Danny Suh, the "Applicant") for Superior Liquor Market located at 100 Superior Plaza Way, Suite 100 Superior, CO 80027 (the "Application") to take the place of the current license holder Pete Messimer, Superior Liquor Market LLC. dba Superior Liquor Market. Superior Reserve Inc. was granted a temporary liquor permit for the premises during the time this application is pending. The item is currently on the agenda for approval by the Town Board acting as the Local Licensing Authority.

The law requires a temporary permit to be issued within working 5 days of receipt of the completed transfer application to allow a business to continue to sell and serve alcohol beverages pending consideration of a transfer application. C.R.S. 44-3-303(4). A temporary permit was issued to the Applicant on or about October 1, 2025 in accordance with Section 6-2-90 of the Superior Municipal Code.

The temporary permit allowing temporary sales of alcoholic beverages at the retail liquor store may remain in effect for up to 120 days. C.R.S. § 44-4-303(4). If the Application to transfer the license has not been granted or denied within those 120 days, the Authority may, in its discretion and upon a showing of good cause, extend the temporary permit for an additional period not to exceed 60 days.

C.R.S. § 44-3-303 provides that the local licensing authority "may" cause a hearing to be held on a transfer application. For a transfer of ownership application, the only criteria to be

considered are those set forth in C.R.S. § 44-3-307 and related regulations See C.R.S. § 44-3-303(1)(c). Such matters relate solely to whether the transfer applicant is qualified to hold a liquor license. Town staff have set this Application for a hearing so that the Authority can consider and make a determination as to whether the Applicant meets the criteria set forth in C.R.S. § 44-3-307.

This item is not being presented as a consent item due to the existence of derogatory information on the Applicant's criminal record. Specifically, the Applicant, Danny Suh, also known as In-Seok Seo, was convicted of a petty theft offense in 1998. If the Authority considers the Applicant's criminal history, it must also consider evidence of rehabilitation and how much time has passed since the offense. C.R.S. § 44-3-307(3)(a).

Accordingly, this matter is set for a hearing to consider the testimony of the Applicant regarding this derogatory information and so that the Authority can ask the Applicant questions to satisfy itself as to the Applicant's good moral character and reputation.

The Applicant has submitted a complete application and all other criteria for issuance of the License have been satisfied, as set forth below. Town staff and the Town Attorney recommend approval of the license following the public hearing.

Grounds for Review

The only matters subject to review for a transfer application are those set forth in C.R.S. § 44-3-307 and related regulations See C.R.S. § 44-3-303(1)(c). Such matters relate solely to whether the transfer applicant is qualified to hold a liquor license, and include the following determinations:

1. License fee paid
2. Applicant is of good moral character, and the applicant's character, record, and reputation are satisfactory
3. Applicant is not a corporation or partnership, any of whose officers, directors, members, or shareholders holding 10% of stock are not of good moral character
4. Applicant is not employing, assisted by, or financed (in whole or part) by another person "not of good character and reputation"
6. Applicant is over 21 years of age
7. Applicant is not a peace officer, state authority or its inspectors or employees
8. Fingerprints submitted
9. Personal history submitted
10. Fingerprints being reviewed by CBI
11. Premises licensed at the time the transfer application was filed with the local licensing authority
12. Application is complete

Upon review of the Application, everything appears to be in order, and the applicant has satisfied the above criteria, except for criteria 2 and 3, which the Authority will consider at the hearing.

RECOMMENDATION

- Approve the Application.

MOTION

Move to approve the application for a liquor license transfer for Danny Suh (Superior Reserve Inc.) for the Superior Liquor Market retail liquor store.

ATTACHMENTS

- Temporary permit
- Application documents (Confidential)



TEMPORARY LIQUOR LICENSE PERMIT #02-2025

This temporary permit is issued by the Local Licensing Authority of the Town of Superior, Colorado, on October 1, 2025, to Superior Reserve Inc, for an Alcohol Beverage License issued by the State Licensing Authority, State Liquor License Number 25-16815-0000, located at 100 Superior Plaza Way Suite 100, Superior, Colorado. The new owner Danny Suh, operating under the current business name of Superior Reserve Inc, is hereby authorized to continue selling malt, vinous and spirituous alcoholic beverages at retail for consumption at place where sold in accordance with such license until such time as the pending transfer application license is granted or denied, for one-hundred twenty (120) days, whichever first occurs, or until this permit is canceled, revoked or summarily suspended by the Local Licensing Authority or State Licensing Authority in accordance with State law. An extension of this temporary permit may be granted by the Local Licensing Authority for up to sixty (60) days for good cause shown.

TOWN OF SUPERIOR LOCAL LICENSING AUTHORITY



Shannon Dujardin, Town Clerk

Date issued: October 1, 2025



Item Number 8

Information for Meeting of the Superior Town Council

Agenda Item Name: Resolutions – License Agreements to Place Fences in Public Right-of-Way Adjacent to 205 3rd Avenue & 212 West William Street

Meeting Date: November 10, 2025

Presented by: Matt Magley, Town Manager
Renae Stavros, Planning and Building Director

Presented for: Action

Item:	License Agreements for 205 3 rd Ave & 212 W William St to place fences in the right-of-way
Case No.	RLA-2025-01
Applicants:	Gilbert A Espinoza (205 3 rd Ave.) Michael & Katie Neustedter (212 W William St.)
Existing Zoning:	Low-Density Residential District (R-L)
Locations:	205 3 rd Avenue & 212 W William St, Superior CO 80027
Request:	Consideration of Resolutions approving License Agreements to allow fences in the right-of-way adjacent to 205 3 rd Ave. and 212 W William St.

Vicinity map

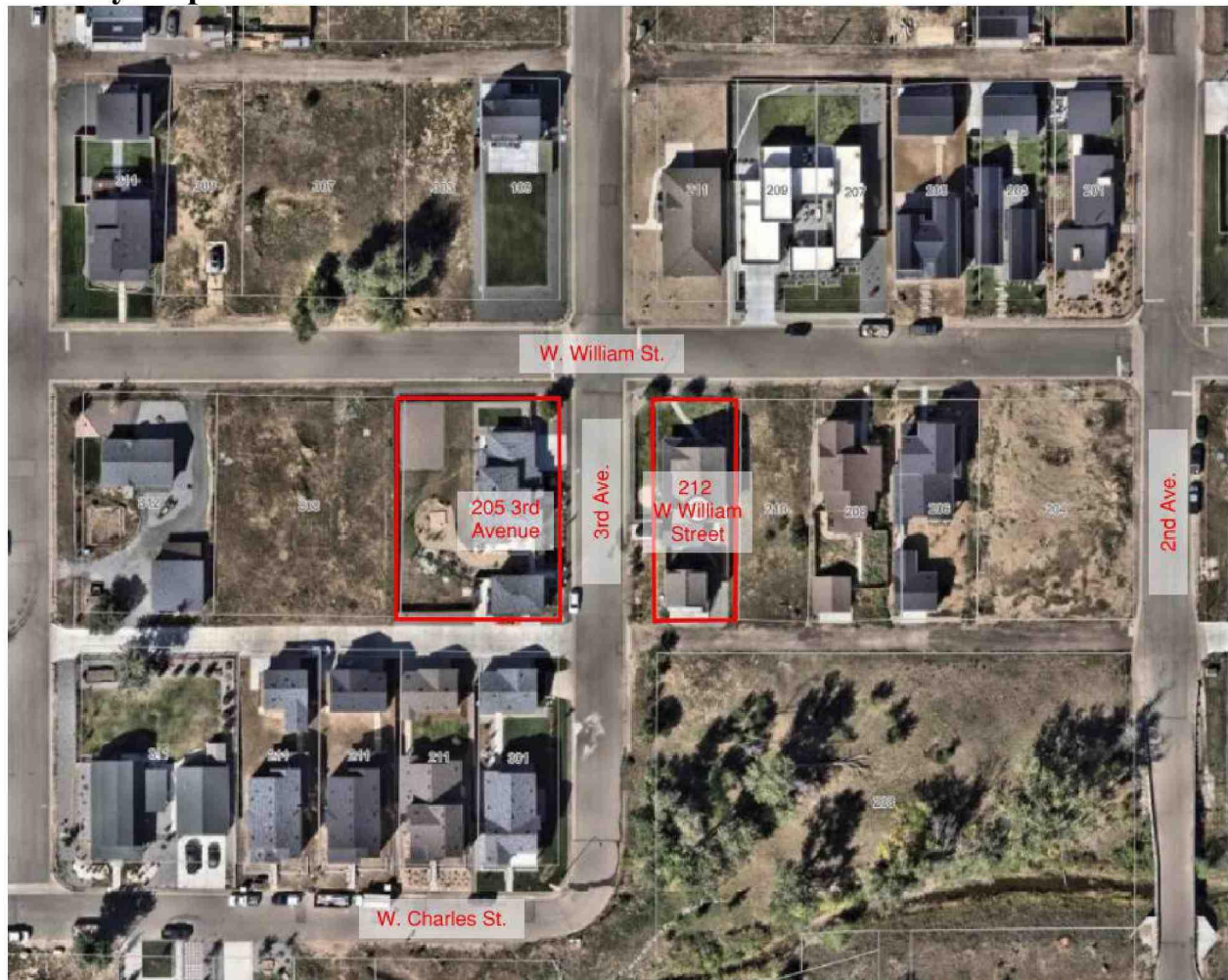


Figure 1 - Vicinity Map

Background

Following the Marshall Fire in December 2021, the owners of 205 3rd Avenue and 212 W William Street in Superior rebuilt homes on their respective lots. Following their rebuild processes, they completed landscaping and installed new fences. The fences along the fronts of each of the homes were installed outside their property lines, on Town-owned right-of-way, which is not permitted per the Town of Superior Municipal Code.

At 205 3rd Avenue, the fenced area of right-of-way outside of the private property boundary is approximately 8' wide and 54' long, for an area of 432 square feet. Between the property line and fence, in the 432 SF area, there is an existing water meter, shown in blue in Figure 2, which is accessed by Town staff to complete monthly utility readings.

The water service line from the Town's main to this meter is located approximately 1 foot to the east inside of the new fence. In addition, there is an 8" sanitary sewer main that is located under the concrete curb, approximately 2-3' from the recently installed fence. Town staff could not access this sewer main in case of an emergency without first removing the existing fence and posts.



Figure 2 – 205 3rd Ave, hatched 8' x 54' area of right-of-way

At 212 W William Street, the fenced area of right-of-way outside of the private property boundary is approximately 8' wide and 69' long, for an area of 552 square feet.



Figure 3 - 212 W William St, hatched 8' x 69' area of right-of-way

Application Summary

These applications propose a new process to permit fences in the Town's right-of-way through a Revocable License Agreement with certain property owners who installed fences outside of their lot lines. The applications under review are specific to the properties at 205 3rd Avenue and 212 W William Street.

Property owners, Gil Espinoza at 205 3rd Avenue, and Michael & Katie Neustedter at 212 W William Street, request to maintain their un-permitted fences in the right-of-way through Council approval of Revocable License Agreements that set specific requirements for allowing the fences to remain in the right-of-way under certain conditions, including:

1. Licensee shall allow access to and across property at any time for any reason as required by the Town and its representatives, officers, employees, agents, and contractors, or by utility companies performing work in the Town;
2. Licensee shall be responsible for removal, relocation, and/or replacement of the fence and any landscaping that may be disturbed or damaged by the Town's or a utility company's use of the public right-of-way. The Town shall provide five days' written notice prior to accessing the Licensed Property, except in cases where such access is required due to an emergency or notice is otherwise impracticable;
3. Licensee shall maintain the Licensed Property in a clean, litter-free and well-kept manner and shall take such actions as are necessary to maintain the Licensed Property in a good and safe condition at all times; and
4. Licensee shall at all times comply with all applicable law, including without limitation all federal, state and local statutes, regulations, ordinances and rules.

The proposed Revocable License Agreements will terminate on December 31, 2030, at which time the fences will become legally non-conforming unless a new Revocable License Agreement is submitted and approved by the Town Council.

Staff Analysis

Article XXI – Fences, Hedges and Walls details the requirements for fencing as follows:

Section 16-22-10 – General provisions.

Fences, hedges and walls are subject to the following conditions and requirements:

- 1) Fences and walls are subject to the applicable sections of the building code.
- 2) No fence, hedge or wall may extend beyond or across a property line unless with the joint agreement of the abutting property owners. It is the responsibility of the property owner to locate all property lines.
- 3) No fence, hedge or wall shall be placed nearer than twelve (12) inches from a public sidewalk.

- 4) Fences, hedges or walls shall not exceed six (6) feet in height except in the industrial districts. The height shall be measured at the finished grade on the side of the fence nearest the street, alley or abutting property.
- 5) Fences located within the required front yard setback shall not exceed four (4) feet in height. In addition, on corner lots, any obstruction of any nature whatsoever over thirty (30) inches in height shall not be allowed within the sight triangle established for the adjacent intersection except for trees with branches and foliage removed to a height of seven (7) feet above the ground and open wire fencing that does not obscure more than ten percent (10%).

The applicants are requesting that Council approve Revocable License Agreements to allow their fences to remain in the right-of-way, which is not permitted per the Municipal Code. Before installing their fences at 205 3rd Ave and 212 W William St, the applicants requested information on whether a permit was required for fences. At the time, permits were not required for fences. Staff provided the applicable Municipal Code Sec 16-22-10, which outlines the requirements for fences to the applicants and/or fence contractors.

Fence Permits

Staff has since adjusted the process for approving fences and now requires a fence permit through the Building Permit system for all fences. On several occasions before and after adjusting the process for approving fences, staff have directed residents to the above-referenced fence code, Sec. 16-22-10 – General provisions. There are no accurate ways to determine the total number of residents who have requested information on the fence code, nor how many of those would have wished to pursue an approval through a process like a Revocable License Agreement to place their fences in alternative locations given the opportunity.

Prior to establishing the new fence permit process, there have been multiple property owners who requested to install fences within public right-of-way. These requests have come from new property owners as well as Marshall Fire rebuild residents. In every instance, Staff denied the request and required property owners to install fencing on their private property. One example is 211 4th Avenue which is just south of 205 S 3rd Avenue.

To date, one property owner who applied for a fence permit through the new fence permit process was required to revise plans because the fence was shown in the right-of-way. The property owner then received permit approval for a fence on the property line, but subsequently built a fence that extended into the right-of-way. That property owner was required to move the fence back to the property line. That owner would have likely applied for a Revocable License Agreement if this process was available at that time, but, because the Town now requires review and approval of plot plans reflecting where an applicant plans to install fences (including height and material), fences that are not in compliance with approved plans are required to be removed or corrected to meet Town standards.

Staff Recommendation

Staff recommends denial of the Revocable License Agreements and not establishing precedent for allowing private fences to be installed within the public right-of-way or on Town property.

Town property and right-of-way are designated for use as public assets and utilities, such as parks, sidewalks, water, sanitary sewer, electric and gas service and should not be made inaccessible by private fences or covered by private structures.

Should the Town Council approve the Revocable License Agreements for Gilbert Espinoza at 205 3rd Avenue and Michael & Catherine Neustedter at 212 W William Street, Resolutions adopting the Agreements are attached.

Attachments:

- Resolution – Espinoza
- Resolution – Neustedter
- Applicant Narrative – Espinoza
- Applicant Narrative – Neustedter
- License Agreement – Espinoza
- License Agreement – Neustedter

Town of Superior
Resolution Number R-90
Series 2025

A Resolution of the Town Council of the Town of Superior approving
a Revocable License Agreement with Gilbert A Espinoza

Now, therefore, be it resolved by the Town Council of the
Town of Superior, Colorado, as follows:

Section 1. The Revocable License Agreement between the
Town and Gilbert A Espinoza is hereby approved in substantially
the same form as attached hereto, subject to final approval by the
Town Attorney. Upon such approval, the Mayor is authorized to
execute the Revocable License Agreement on behalf of the Town.

Adopted this 10 day of November, 2025.

Mark Lacis, Mayor

Attest:

Shannon Dujardin, Town Clerk

**Town of Superior
Resolution Number R-91
Series 2025**

**A Resolution of the Town Council of the Town of Superior approving
a Revocable License Agreement with Michael & Catherine Neustedter**

**Now, therefore, be it resolved by the Town Council of the
Town of Superior, Colorado, as follows:**

Section 1. The Revocable License Agreement between the
Town and Michael & Catherine Neustedter is hereby approved in
substantially the same form as attached hereto, subject to final
approval by the Town Attorney. Upon such approval, the Mayor is
authorized to execute the Revocable License Agreement on behalf of
the Town.

Adopted this 10 day of November, 2025.

Mark Lacis, Mayor

Attest:

Shannon Dujardin, Town Clerk

From: Gilbert [REDACTED]

Subject: 205 third Avenue Superior Colorado.

Date: Oct 7, 2025 at 11:15:29 PM

To: Matt Magley

mattm@superiorcolorado.gov, Mark

Lacis markl@superiorcolorado.gov,

Martin Toth

MartinT@superiorcolorado.gov

Cc: Renae Stavros

renaes@superiorcolorado.gov

To all concerned,

Per your request, see this memo and the attached hard copy documents as requested by the City to obtain a, "right of way agreement" for my property at 205 S. 3rd Avenue, Superior Colorado. 80027

STRONG FENCE company and I followed the general provisions on fences, (Code Section: Sec. 16-22-10) Specifically (3) which states, "No fence, hedge or wall shall be placed nearer than 12 inches from a public sidewalk."

The plot plan identifies, in blue, the sidewalk, commonly known as the "pan." The roads were paved

and the pan was described and accepted as the sidewalk in "old town" Superior.

The 89' iron fence and 2 5' gates identified in orange comes in conflict with section (2) of the general provisions because the fence extends beyond the property line. I am, as instructed, requesting a "joint right of way agreement" to butt up to city property.

Prior to installing the fence I personally requested information from the Planning and Building Department and was informed a building permit was not required.

Strong Fence obtained (Sec. 16-22-10) and created the plot plan for installation of the fence.

On the property are four rock column mailboxes two for each residence. Electrical lighting is installed for each unit and the fence and custom gates are attached the columns, at these inspections any fence issue should have been addressed.

I have received a Certificate of Occupancy and the final fence install is April 2024.

Significant funds were allocated to the design of the fence, the installation of the fence and landscaping, a benefit to the city roadway.

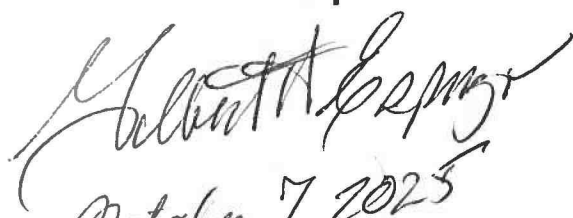
The direction of the city, at the time of my installation, was lacking, confusing, chaotic.

The paradox with the general provisions of fencing contributed to an unintentional situation by me and the City.

Therefore, I am submitting the requested information for review by the planning and building department to support my request to Town Council for the Right Of Way Agreement.

I extend my gratitude for meeting and supporting the Neustedter Family and me in our request to contribute to our Home Town.

Regards,
Gilbert A. Espinoza



October 7, 2025



Fence Requirements per Superior Municipal Code

The following provides a summary of the Town's requirements as an aide to property owners and contractors in Superior's residential zones. Please note that many neighborhoods have Planned Developments (PD) with specific fencing design and height requirements. These can be found through the Town's [Development Projects GIS Map](#). Always check with your homeowner's association for specific requirements. If a property does not have a PD, fences will be subject to the requirements below:

Sec. 16-22-10. - General provisions.

Fences, hedges and walls are subject to the following conditions and requirements:

- (1) Fences and walls are subject to the applicable sections of the building code.
- (2) No fence, hedge or wall may extend beyond or across a property line unless with the joint agreement of the abutting property owners. It is the responsibility of the property owner to locate all property lines.
- (3) No fence, hedge or wall shall be placed nearer than twelve (12) inches from a public sidewalk.
- (4) Fences, hedges or walls shall not exceed six (6) feet in height except in the industrial districts. The height shall be measured at the finished grade on the side of the fence nearest the street, alley or abutting property.
- (5) Fences located within the required front yard setback shall not exceed four (4) feet in height. In addition, on corner lots, any obstruction of any nature whatsoever over thirty (30) inches in height shall not be allowed within the sight triangle established for the adjacent intersection except for trees with branches and foliage removed to a height of seven (7) feet above the ground and open wire fencing that does not obscure more than ten percent (10%).

Sec. 16-22-30. - Fences in residential zones.

- (a) Fencing shall relate to the principal architectural features of the building in design, location and the way in which it connects to a building.
- (b) Planting shall be integrated with fencing schemes to soften their visual impact.
- (c) The tops of fences, except certain low and open types such as split rail, shall be level. If the ground slopes, the fence shall be stepped or follow the terrain. The bottom of the fence shall be no more than six (6) inches above grade at any point depending on fence type. Vertical members



shall be plumb and generally not extend beyond the uppermost horizontal portion of the fence. Metal caps on posts are prohibited unless painted to match the fence.

(d) Gates shall match or complement fencing in design, material, height and color.

(e) Long runs of fencing parallel to public streets are discouraged. Where long runs cannot be avoided, the horizontal alignment of the fences shall be varied to create visual variety and to provide planting pockets between the fence and the street.

Sec. 11-2-150. - Use of public right-of-way.

(a) It is unlawful to place a permanent or temporary building, structure, fence or landscaping in a public right-of-way, except as follows:

(1) Owners of property adjoining a public right-of-way may install or plant landscaping, ornamental rocks or bark and driveway gravel in the unpaved portions of the public right-of-way.

(2) Trees, plants or shrubs may be planted in the public right-of-way if they do not exceed, or will not exceed at full growth, twenty-four (24) inches in height, and provided that they do not encroach upon or partially or totally obstruct any Town street, alley or sidewalk. The Town may remove landscaping in the public right-of-way at the Town's discretion. The Town may direct the party responsible for the installation of the landscaping. If the landscaping is not removed by said party, the Town may remove the landscaping and recover the cost by any lawful means, including assessing the cost of such removal against the adjoining property and collect the same in the manner allowed by state law.

Please note that the Town does not review plans for compliance with private covenant agreements. Always check with your homeowner's association for specific restrictions.

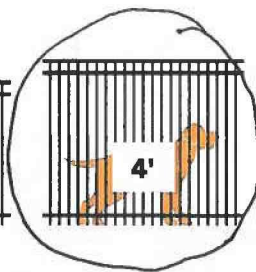
HEIGHTS



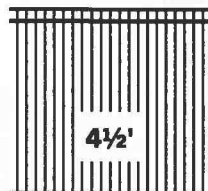
3'



3½'



4'

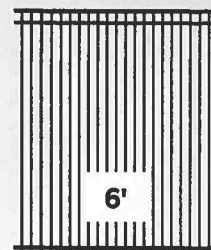


4½'

4½' panels available with
flush bottom rail only

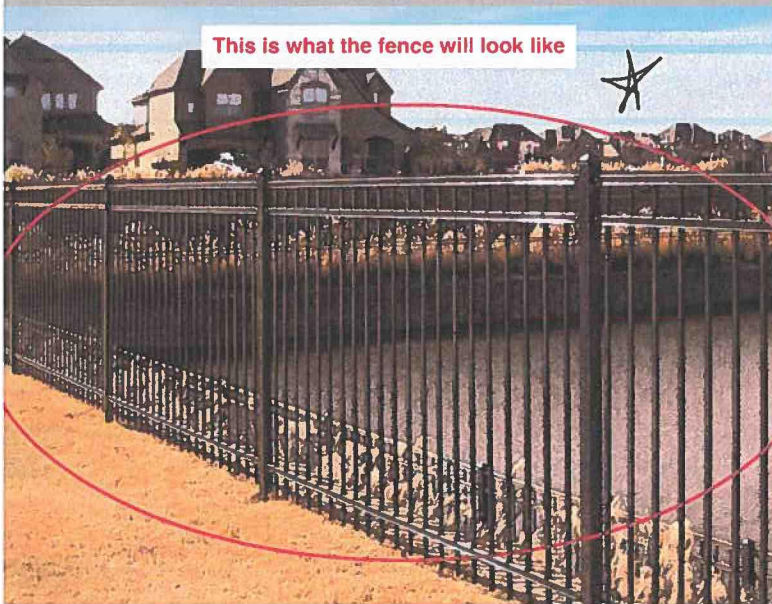


5'



6'

This is what the fence will look like



PANELS



3-RAIL PANELS
Available in
3' to 6' heights

2-RAIL PANELS
Available in
3' to 5' heights

BOTTOM OPTION



**STANDARD
BOTTOM RAIL**



**FLUSH
BOTTOM RAIL**

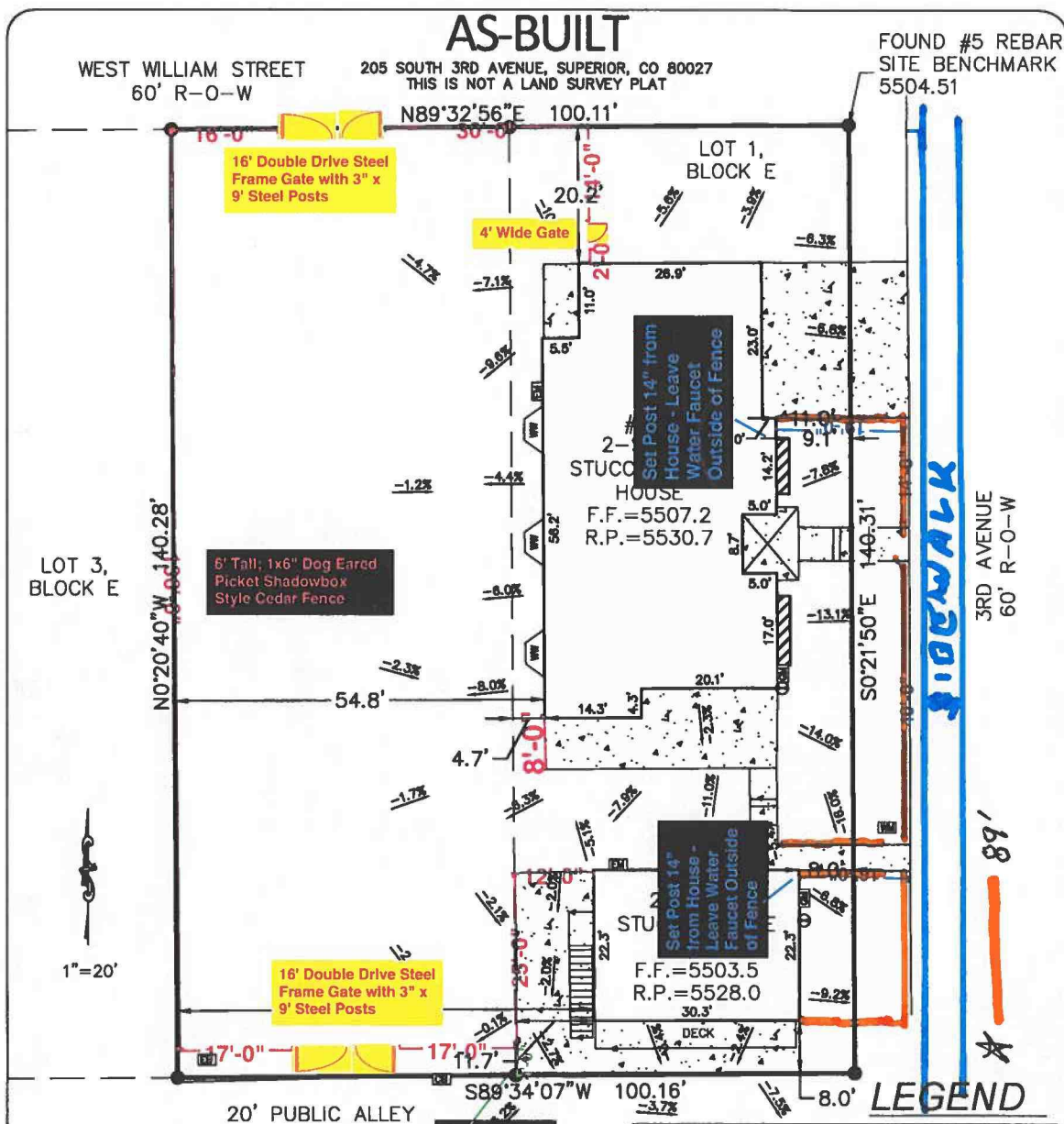
PICKET SPACING



4" GAP
Standard



3" GAP



LEGAL DESCRIPTION:

LOTS 1 AND 2, BLOCK E, TOWNSITE SUPERIOR, COUNTY OF BOULDER, STATE OF COLORADO.

NOTES:

- 1) THIS CERTIFICATE DOES NOT CONSTITUTE, TO DETERMINE OWNERSHIP, RIGHTS OF WAY, THE PLAT THAT MAY AFFECT THIS TRACT OF WAY OF THE PUBLIC RECORD THAT MAY SHOWN ON THIS CERTIFICATE.
- 2) OWNERSHIP OF FENCES WAS NOT DETERMINED.
- 3) AS-BUILT MAP IS BASED ON LINES OF PLAT TO MY INTERPRETATION OF COLORADO LAW, MAY PRODUCE A DIFFERENT RESULT.
- 4) AS-BUILT MAP IS DRAWN USING PLATTED THE PROPERTY LINES ARE MORE OR LESS, I BOUNDARY SURVEY STANDARD.
- 5) ELEVATIONS ARE BASED ON NAVD88 VER1 NORTHEAST CORNER OF LOT 1, BLOCK E W

Adam C. Sampson

Dig
Adam C. Sampson
Date: 2024.03.15
08:26:10 -06'00'

6' Tall 5.5" Dog Eared Shadowbox Style Cedar Privacy Fence with 2x6 Top Cap - 8' o.c.

(1) 4' Wide Matching Gate

(2) 16' Double Drive Matching Gates with (2) Drop Rods per set of Gates

4' Tall 3 Rail Ameristar Montage Majestic Black Ornamental Iron Fence - 8' o.c.

NC, BY

TO

● = FOUND #5 REBAR WITH BLUE PLASTIC CAP PLS 38744 UNLESS OTHERWISE NOTED

— = PROPERTY LINE

— = LOT LINE

- ⊕ = SEWER CLEAN-OUT
- ⊞ = ELECTRIC BOX
- ⊞ = CABLE BOX
- ⊞ = GAS METER
- ⊞ = ELECTRIC METER
- ⊞ = WATER METER
- ⊞ = WINDOW WELL

F.F. = FINISHED FLOOR
R.P. = ROOF PEAK

- ⊞ = COVERED AREA
- ⊞ = CONCRETE AREA
- ⊞ = CANTILEVER

Colorado LLC		JOB NUMBER
24-2-88		
DATE PREPARED: 03/15/24	3000 LAWRENCE ST. #111 DENVER, CO 80205 303.668.7540	DRAWN BY: J. RICH

Town of Superior

Attn: Planning and Building Department / Board of Trustees
124 E. Coal Creek Drive
Superior, CO 80027

Dear Planning and Building Department / Council,

My name is Michael Neustedter, and my wife Katie and our two small children Piper (4) and Cole (2) live at 212 W. William St. in Superior. I'm reaching out, along with our neighbor Gil Espinoza at 205 3rd St., to request consideration from the Town to allow us to keep our fences as they currently stand.

Both of our families lost our homes in the Marshall Fire, and over the past four years we've poured everything into rebuilding our houses, while also trying to keep a sense of normalcy and stability. The fences we installed were an essential part of that process. The fences helped us create safe, livable spaces for our families after years of uncertainty.

When we began planning the fence, I initially reached out to the Town because I assumed a permit might be required. I had seen that the City of Louisville required one, but I couldn't find clear guidance specific to Superior. After speaking with a staff contact at the Town, I was informed no permit was required, was provided the applicable code and worked carefully to design and map out a fence that complied in full.

The Town's published code states that "no fence shall be placed nearer than 12 inches from a public sidewalk." Because the front of our property does not have a sidewalk, I contacted the Town a second time for clarification and was told that, in our case, the 12-inch setback would apply from the edge of the concrete pan instead. To ensure full compliance, we left even more space and the fence is actually set back 20 inches from the pan. I documented this discussion in our contract and plans with the fencing company, StandStrong. (See Attachment 1.1)

Our home was also among the first to be rebuilt and reoccupied following the Marshall Fire. We moved back in on February 1, 2024. At that time, the neighborhood was still a construction zone with limited access to basic services. For example, we didn't even have internet service for nearly four months after moving back - which I only mention as a reminder of how far things have come since then. We did our best to move forward responsibly despite those challenges, often without the full clarity available later in the rebuilding process.

Our fence meets all other design and code standards. It is approximately 90% transparent, 4 feet tall, and constructed of hog wire panels framed with cedar posts and capped with matching cedar trim. The fence follows the slope of the yard, stepping up naturally with the change in elevation. The result is a clean and visually appealing fence.

The section in question spans roughly 69 feet, and it's part of a larger front yard project that also

includes another 108 feet of matching 4 ft. fencing around our property. All posts are set securely in concrete, meaning the only way to relocate the fence would be to fully demolish and rebuild all sections.

Doing so would also require tearing apart large portions of our completed yard, including an 18-foot flagstone gathering circle built from the only materials that survived the fire on our lot. That space is very meaningful to our family and dismantling it would be a significant emotional and financial setback.

We received no insurance funds for fencing or landscaping and were \$350,000 underinsured on our rebuild, so every improvement we made post-build involved careful budgeting, including the fence. Like many early rebuilders, we were operating in a period of evolving guidance, doing our best to make responsible decisions.

Beyond the financial and logistical burden, this fence represents a sense of safety for my family. My wife is a preschool special education teacher, and I work for the American Red Cross, helping families across Colorado recover after disasters. Through that work, I've seen how vital it is to restore not just homes but also the feeling of safety that makes a house a home. That's exactly what this fence provides for us and for our two young children, who can now play safely away from the heavy construction traffic that continues on our street and I'm sure will continue over the next five years.

We're not asking for special treatment, just understanding. We believe our situation reflects the very spirit of what Superior has worked so hard to uphold since the fire: support for families who've returned and rebuilt responsibly.

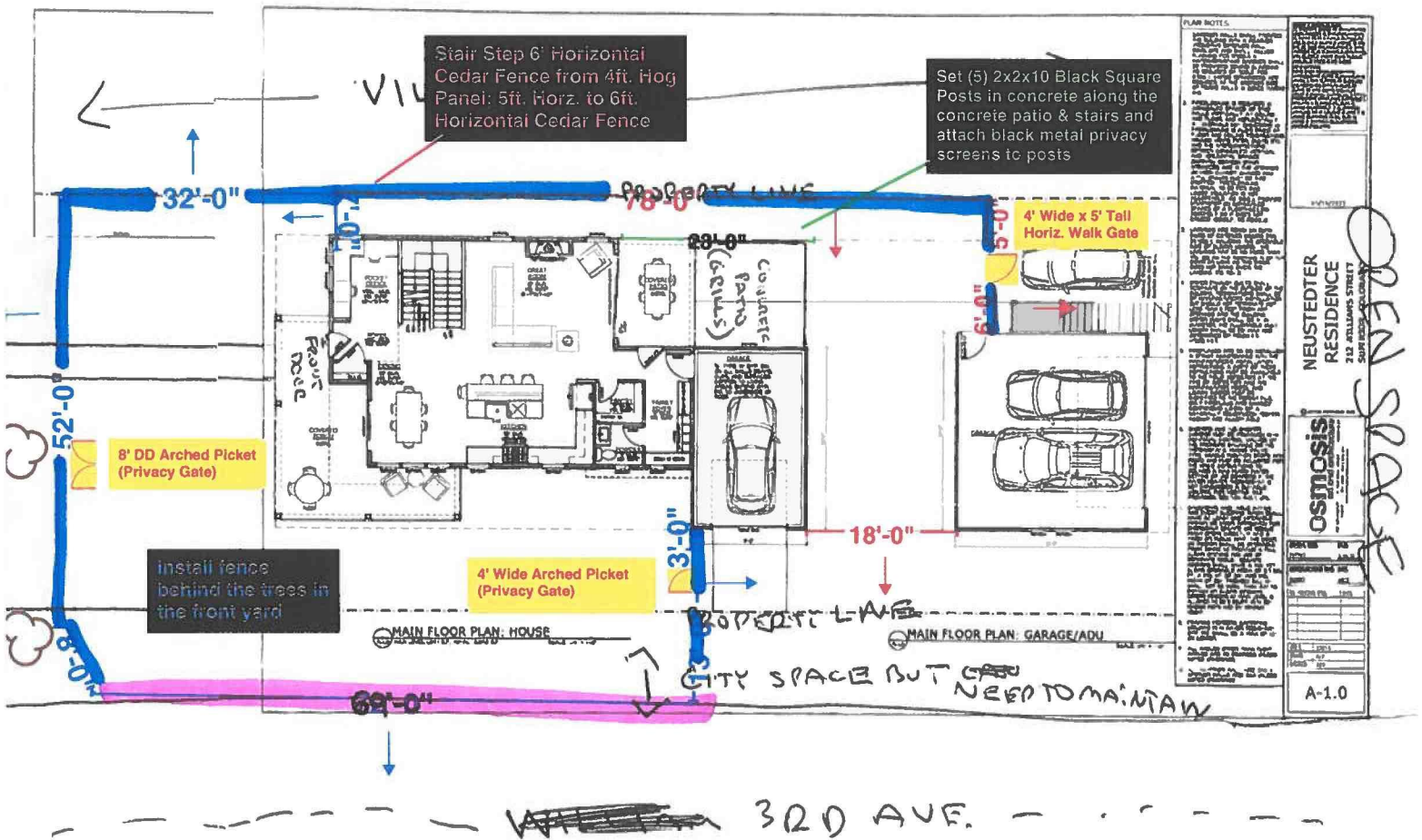
Thank you for your time, your consideration, and for your continued support of Marshall Fire survivors.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Michael Neustedter', followed by a long horizontal line extending to the right.

Michael Neustedter
Katie Neustedter
Piper Neustedter
Cole Neustedter





42" Tall 5/8" x 4" & 6" Pickets Alternating 2" Spaced Picket Western Red Cedar Fence with 6' Steel Posts - 8' o.c.

(1) 4' Wide & (1) 6' DD Arched Picket Privacy Gates

→ Direction of Pickets

6' Tall 5/8" x 4" x 6" Picket Alternating Spaced Horizontal Western Red Cedar with 8' Steel Posts - 6' o.c.

(1) 4' Wide x 5' Tall Matching Horiz. Walk Gate

→ Direction of Pickets

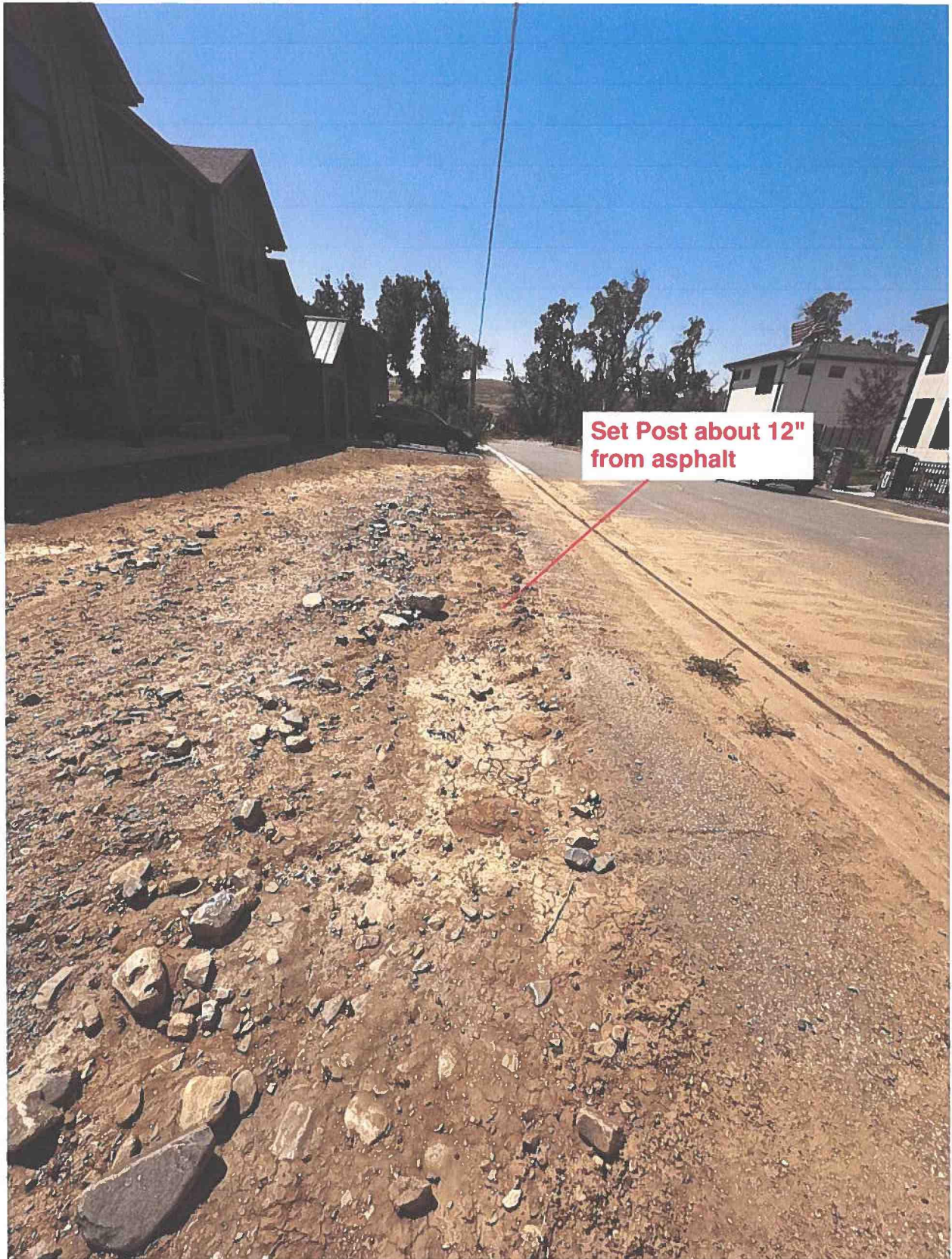


FENCE ON CITY PROPERTY

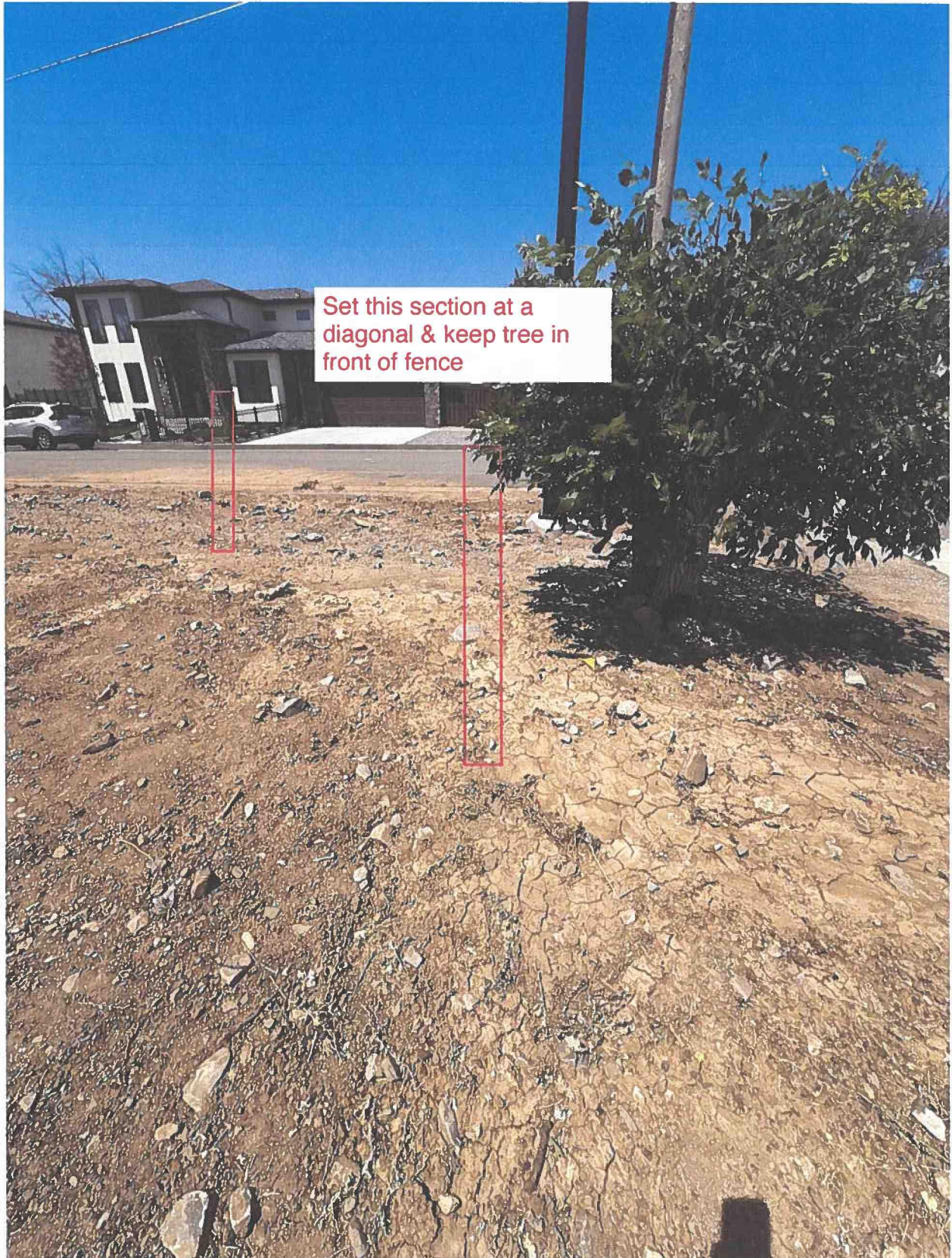


FENCE WITHIN PROPERTY LINES



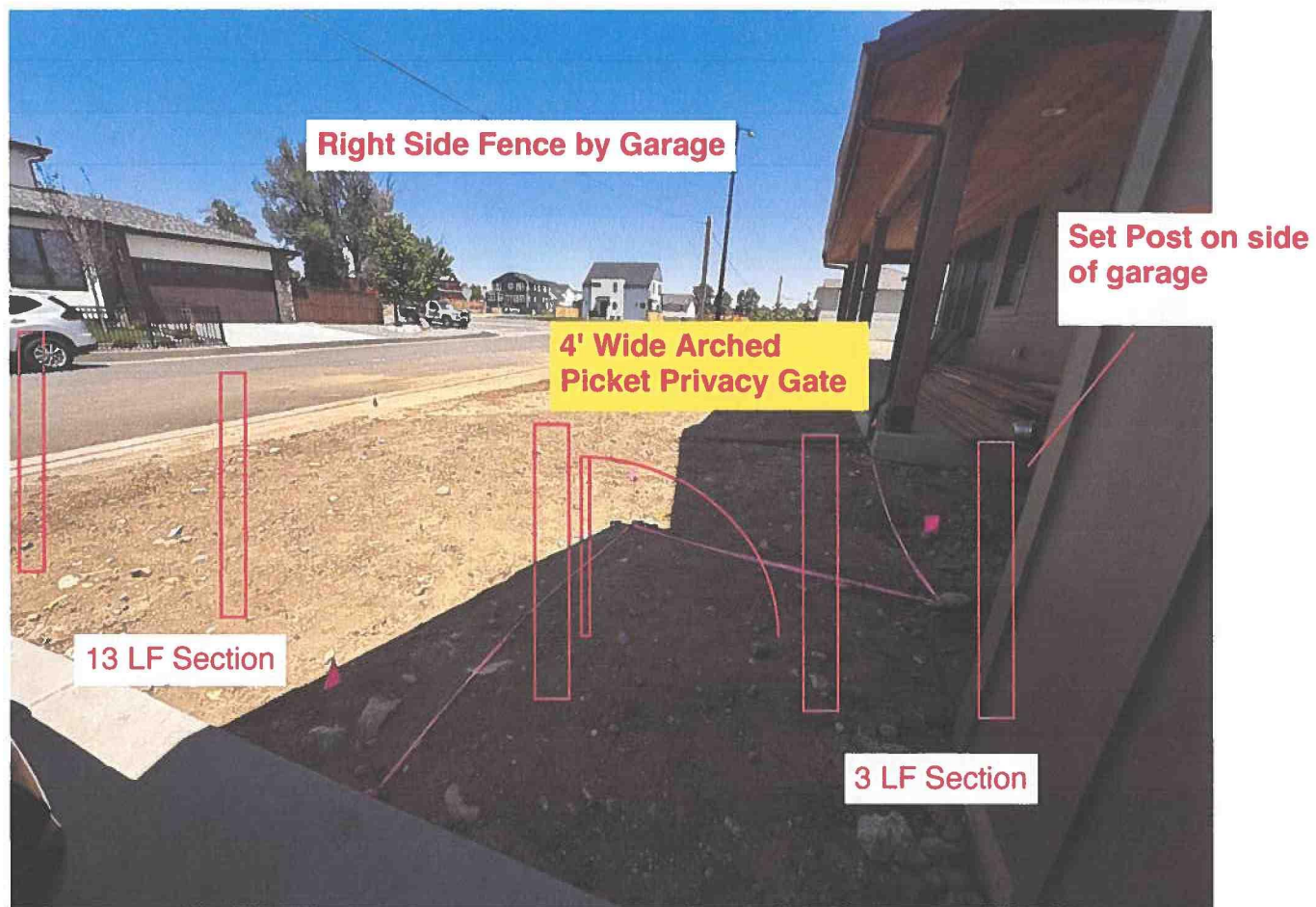


**Set Post about 12"
from asphalt**









REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2025 (the "Effective Date"), by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027 (the "Town"), and Gilbert A. Espinoza, with an address of 205 3rd Avenue, Superior CO 80027 ("Licensee") (each a "Party" and collectively the "Parties").

WHEREAS, the Town owns certain real property and rights-of-way more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Town Property"); and

WHEREAS, Licensee wishes to use a portion of the Town Property, as described in **Exhibit B** (the "Licensed Property"), for personal use;

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. GRANT OF LICENSE

The Town hereby grants to Licensee a revocable license to use and occupy the Licensed Property for personal use. Licensee's right to use and occupy the Licensed Property is not exclusive, and the Town reserves the right to grant a similar use to itself or any other person or entity at any time. The Parties understand and agree that this Agreement is a limited grant of authority subject in all respects to applicable federal, state and local laws and regulations. Licensee acknowledges that the Town may permit others to use the Licensed Property at any time.

II. TERM

The license herein granted shall be effective upon the Effective Date and shall terminate on December 31, 2030, provided that either Party may terminate this Agreement upon written notice to the other Party specifying the date of termination, such notice to be given not less than seven days prior to the date specified therein. Upon termination, Licensee shall return the Licensed Property to its original condition at Licensee's own expense.

III. USE

- A. Licensee shall have the right to use the Licensed Property for personal use.
- B. Licensee shall strictly comply with the following conditions:
 - 1. Licensee shall allow access to and across property at any time for any reason as required by the Town and its representatives, officers, employees, agents, and contractors, or by utility companies performing work in the Town;
 - 2. Licensee shall be responsible for removal, relocation, and/or replacement of the fence and any landscaping that may be disturbed or damaged by the Town's or a utility company's use of the public right-of-way. The Town shall provide five days' written notice

prior to accessing the Licensed Property, except in cases where such access is required due to an emergency or notice is otherwise impracticable;

3. Licensee shall maintain the Licensed Property in a clean, litter-free and well-kept manner and shall take such actions as are necessary to maintain the Licensed Property in a good and safe condition at all times; and

4. Licensee shall at all times comply with all applicable law, including without limitation all federal, state and local statutes, regulations, ordinances and rules.

C. Licensee hereby acknowledges that its use and occupancy pursuant to this Agreement is of the Licensed Property in its present, as is condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Licensee acknowledges that the Town shall have no obligation to repair, replace or improve any portion of the Licensed Property to make such Licensed Property suitable for Licensee's intended uses.

D. Licensee shall be responsible for all damage to the Licensed Property arising out of or resulting from the use of the Licensed Property by Licensee, its agents, employees, visitors, patrons and invitees. The Town shall notify Licensee immediately upon discovery of any damage to the Licensed Property. Licensee shall correct and repair the damage within seven days of notification or knowledge unless otherwise directed by the Town.

IV. INSURANCE

At all times during the term of this Agreement, License shall maintain sufficient insurance to cover its liabilities under this Agreement.

V. INDEMNIFICATION

Licensee agrees to indemnify, hold harmless, and defend the Town and its representatives, officers, employees, agents, and contractors from and against all liabilities, injuries, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgements, including without limitation reasonable attorney fees arising from or in any way connected with Licensee's use of the Licensed Property or any act, omission, condition, or other matter related to or occurring on or about the Licensed Property under this Agreement. Licensee agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false, or fraudulent.

VI. MISCELLANEOUS

A. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

E. *Notice.* Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent prepaid, first-class United States mail to the Party at the address set forth on the first page of this Agreement.

F. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

TOWN OF SUPERIOR, COLORADO

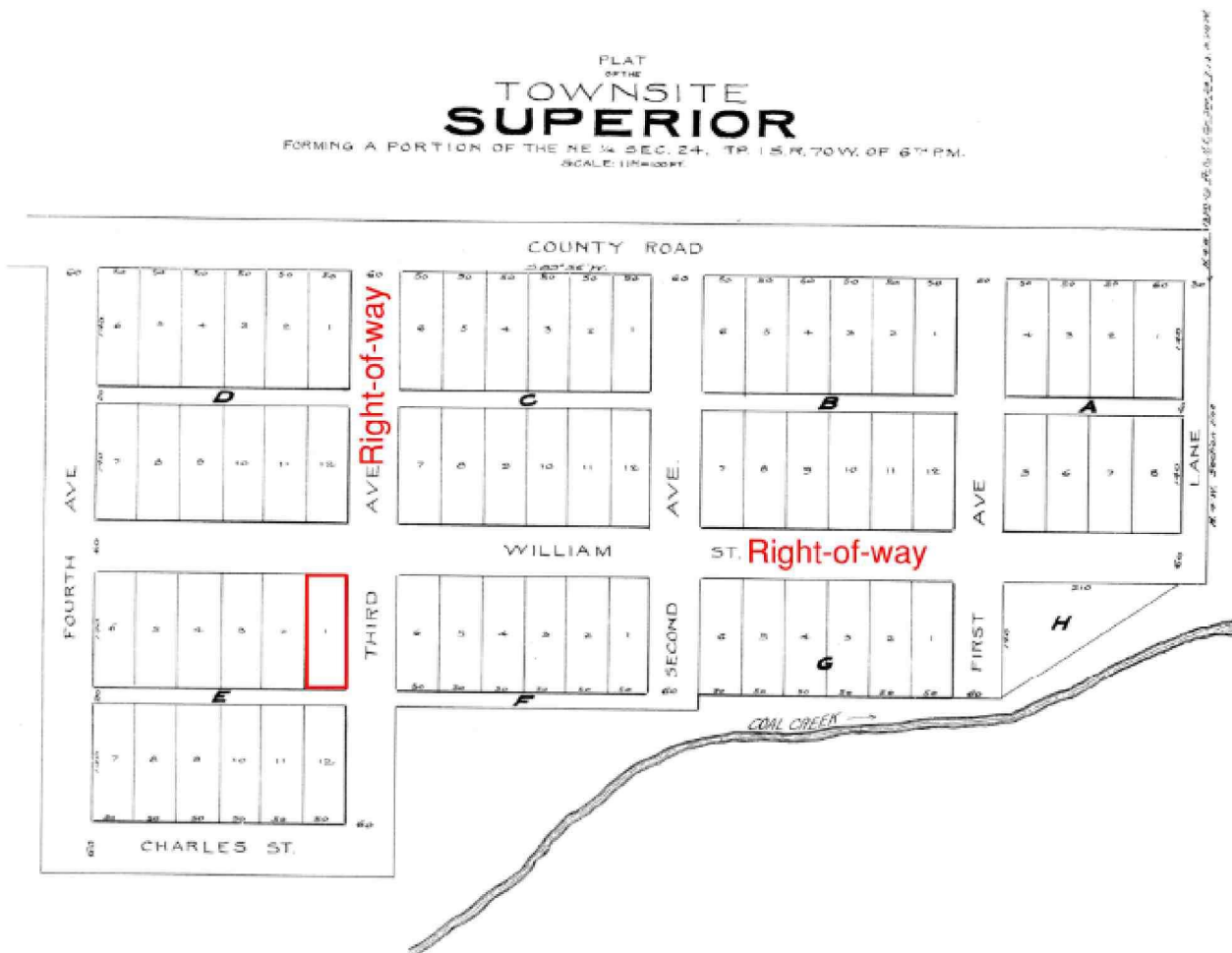
Mark Lacis, Mayor

ATTEST:

Shannon Dujardin, Town Clerk

Notary Public

EXHIBIT A Town Property



DEDICATION

That all men by their presents that I, William C. Bare, owner of the land shown in the annexed plat, have laid out and subdivided and plotted the same under the name and style of "SUPERIOR" and by these presents do hereby grant to the public the perpetual right of way over and through all the streets and alleys as shown on this plat, freely exempting myself all coal and other valuable deposits underlying said streets and alleys and the right to mine and remove the same; and it is hereby expressly understood that the grant herein shall never be liable for any damages to said streets or alleys or any part thereof, by reason of the extracting or mining such coal or other deposits.

WILLIAM C. BARE

State of Colorado
County of Boulder

Before me, James Cowie, a notary public in and for said county, came William C. Bare, personally known to me to be the identical person whose name is subscribed to the foregoing plat and acknowledged that he freely and voluntarily executed the foregoing declaration for the uses and purposes therein expressed.

Given under my hand and notarial seal this 13th day of August, A.D. 1895.

My Commission expires Dec. 14, 1899.

JAMES COWIE

Notary Public



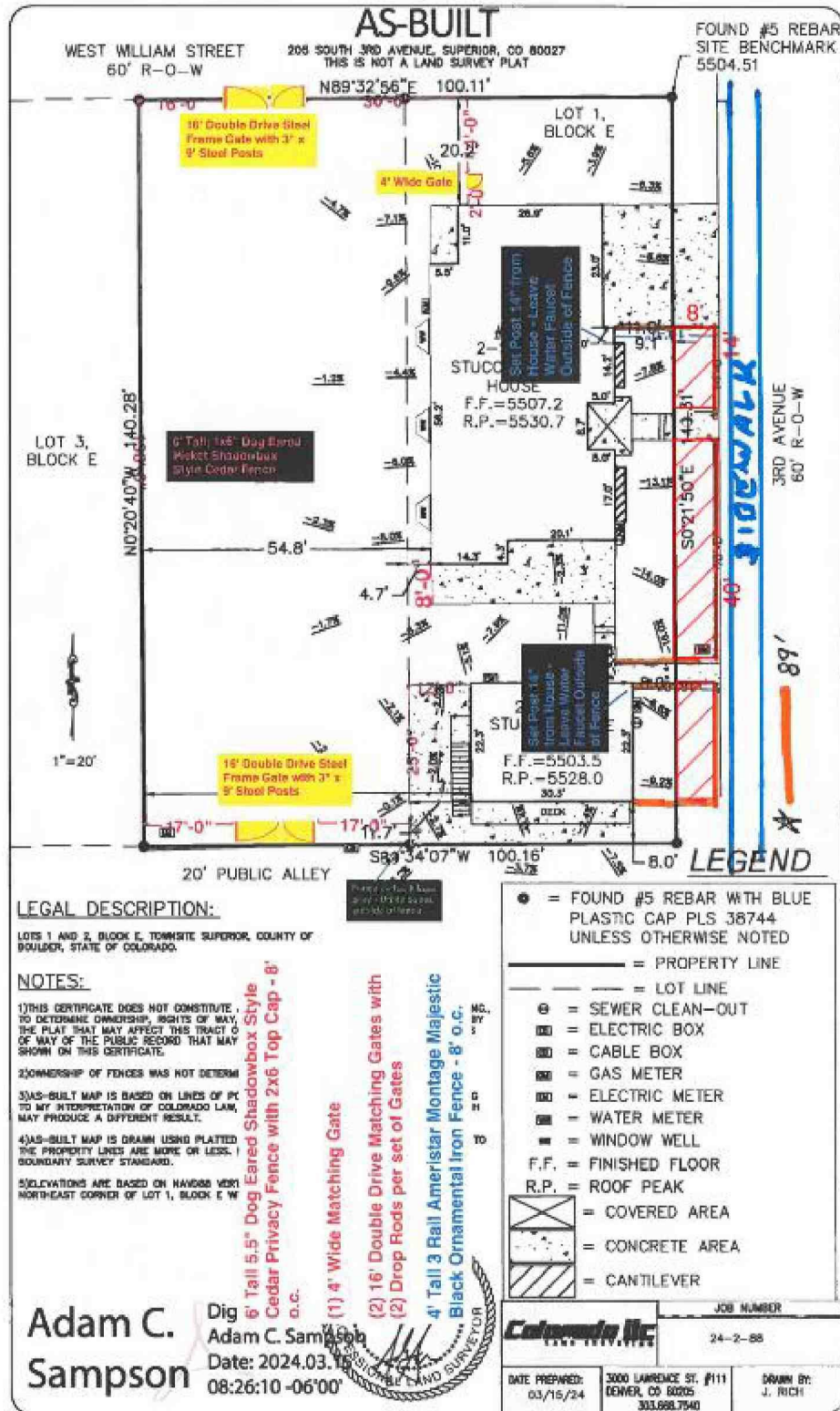
7045.
State of Colorado
County of Boulder

I hereby certify that this instrument was filed for record in my office this 13th day of August, A.D. 1895 at 4:00 o'clock p.m. and duly recorded in Book of 1762 on page 14.

1895 \$1.00 paid

H. J. DAWSON
Recorder

EXHIBIT B **License Property**



REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2025 (the "Effective Date"), by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027 (the "Town"), and Michael & Catherine Neustedter, with an address of 212 W William Street, Superior CO 80027 ("Licensee") (each a "Party" and collectively the "Parties").

WHEREAS, the Town owns certain real property and rights-of-way more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Town Property"); and

WHEREAS, Licensee wishes to use a portion of the Town Property, as described in **Exhibit B** (the "Licensed Property"), for personal use;

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. GRANT OF LICENSE

The Town hereby grants to Licensee a revocable license to use and occupy the Licensed Property for personal use. Licensee's right to use and occupy the Licensed Property is not exclusive, and the Town reserves the right to grant a similar use to itself or any other person or entity at any time. The Parties understand and agree that this Agreement is a limited grant of authority subject in all respects to applicable federal, state and local laws and regulations. Licensee acknowledges that the Town may permit others to use the Licensed Property at any time.

II. TERM

The license herein granted shall be effective upon the Effective Date and shall terminate on December 31, 2030, provided that either Party may terminate this Agreement upon written notice to the other Party specifying the date of termination, such notice to be given not less than seven days prior to the date specified therein. Upon termination, Licensee shall return the Licensed Property to its original condition at Licensee's own expense.

III. USE

- A. Licensee shall have the right to use the Licensed Property for personal use.
- B. Licensee shall strictly comply with the following conditions:
 - 1. Licensee shall allow access to and across property at any time for any reason as required by the Town and its representatives, officers, employees, agents, and contractors, or by utility companies performing work in the Town;
 - 2. Licensee shall be responsible for removal, relocation, and/or replacement of the fence and any landscaping that may be disturbed or damaged by the Town's or a utility company's use of the public right-of-way. The Town shall provide five days' written notice

prior to accessing the Licensed Property, except in cases where such access is required due to an emergency or notice is otherwise impracticable;

3. Licensee shall maintain the Licensed Property in a clean, litter-free and well-kept manner and shall take such actions as are necessary to maintain the Licensed Property in a good and safe condition at all times; and

4. Licensee shall at all times comply with all applicable law, including without limitation all federal, state and local statutes, regulations, ordinances and rules.

C. Licensee hereby acknowledges that its use and occupancy pursuant to this Agreement is of the Licensed Property in its present, as is condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Licensee acknowledges that the Town shall have no obligation to repair, replace or improve any portion of the Licensed Property to make such Licensed Property suitable for Licensee's intended uses.

D. Licensee shall be responsible for all damage to the Licensed Property arising out of or resulting from the use of the Licensed Property by Licensee, its agents, employees, visitors, patrons and invitees. The Town shall notify Licensee immediately upon discovery of any damage to the Licensed Property. Licensee shall correct and repair the damage within seven days of notification or knowledge unless otherwise directed by the Town.

IV. INSURANCE

At all times during the term of this Agreement, License shall maintain sufficient insurance to cover its liabilities under this Agreement.

V. INDEMNIFICATION

Licensee agrees to indemnify, hold harmless, and defend the Town and its representatives, officers, employees, agents, and contractors from and against all liabilities, injuries, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgements, including without limitation reasonable attorney fees arising from or in any way connected with Licensee's use of the Licensed Property or any act, omission, condition, or other matter related to or occurring on or about the Licensed Property under this Agreement. Licensee agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false, or fraudulent.

VI. MISCELLANEOUS

A. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

E. *Notice.* Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent prepaid, first-class United States mail to the Party at the address set forth on the first page of this Agreement.

F. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

TOWN OF SUPERIOR, COLORADO

Mark Lacis, Mayor

ATTEST:

Shannon Dujardin, Town Clerk

Notary Public

FLAT
ON FIRE
TOWNSITE
SUPERIOR

COUNTY ROAD
 WILLIAM ST.
 CHARLES ST.
 THIRD AVE.
 SECOND AVE.
 FIRST AVE.
 FOURTH AVE.
 COAL CREEK
 Right-of-way
 Right-of-way
 JAN 20 1912

[illegible]

Before me, James Connel, a notary public in and for said County of Boone, Illinois, personally known to me to be the identical person whose name is subscribed to the foregoing and undated, signed that he freely and voluntarily executed the foregoing statement for the uses and purposes therein expressed.

Given under my hand and notarial seal this 12th day of August
A.D. 1895

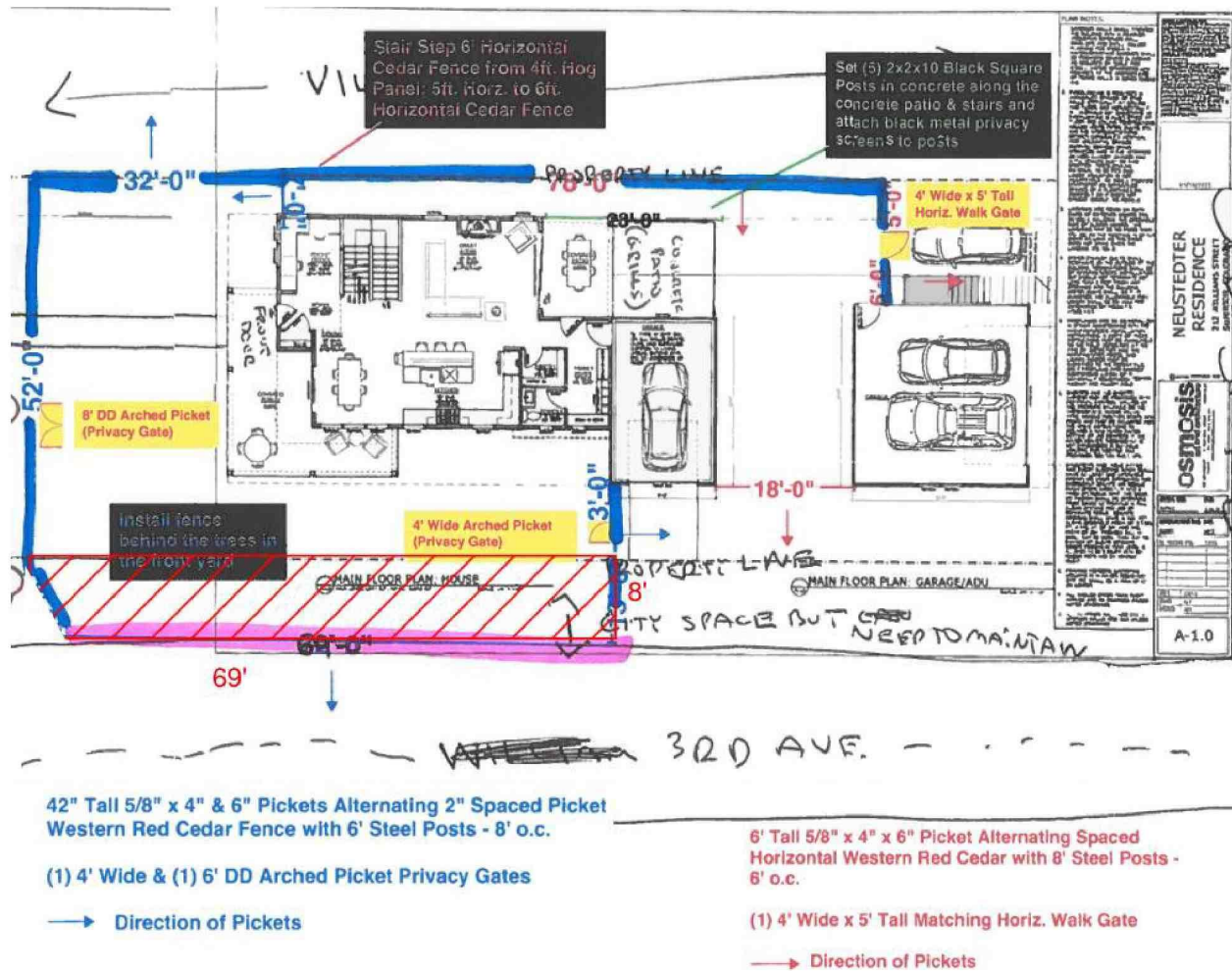
ANNALS OF THE
ENTOMOLOGICAL SOCIETY OF AMERICA

I hereby certify that this instrument was filed for record in my office this 13th day of August A.D. 1935 at 11th o'clock a.m. and duly recorded in Book of Plots on page 104.

H. J. Zarog
Reviewer



EXHIBIT B **License Property**



From: Gilbert fireseal42@comcast.net
Subject: 205 third Avenue Superior Colorado.
Date: Oct 7, 2025 at 11:15:29 PM

To: Matt Magley

mattm@superiorcolorado.gov, Mark

Lacis markl@superiorcolorado.gov,

Martin Toth

MartinT@superiorcolorado.gov

Cc: Renae Stavros

renaes@superiorcolorado.gov

To all concerned,

Per your request, see this memo and the attached hard copy documents as requested by the City to obtain a, "right of way agreement" for my property at 205 S. 3rd Avenue, Superior Colorado. 80027

STRONG FENCE company and I followed the general provisions on fences, (Code Section: Sec. 16-22-10) Specifically (3) which states, "No fence, hedge or wall shall be placed nearer than 12 inches from a public sidewalk."

The plot plan identifies, in blue, the sidewalk, commonly known as the "pan." The roads were paved

and the pan was described and accepted as the sidewalk in "old town" Superior.

The 89' iron fence and 2 5' gates identified in orange comes in conflict with section (2) of the general provisions because the fence extends beyond the property line. I am, as instructed, requesting a "joint right of way agreement" to butt up to city property.

Prior to installing the fence I personally requested information from the Planning and Building Department and was informed a building permit was not required.

Strong Fence obtained (Sec. 16-22-10) and created the plot plan for installation of the fence.

On the property are four rock column mailboxes two for each residence. Electrical lighting is installed for each unit and the fence and custom gates are attached the columns, at these inspections any fence issue should have been addressed.

I have received a Certificate of Occupancy and the final fence install is April 2024.

Significant funds were allocated to the design of the fence, the installation of the fence and landscaping, a benefit to the city roadway.

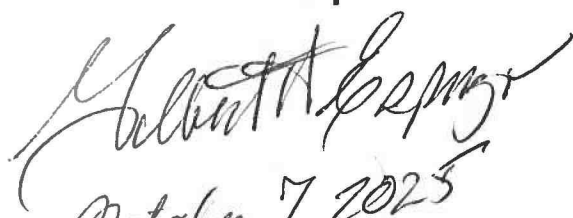
The direction of the city, at the time of my installation, was lacking, confusing, chaotic.

The paradox with the general provisions of fencing contributed to an unintentional situation by me and the City.

Therefore, I am submitting the requested information for review by the planning and building department to support my request to Town Council for the Right Of Way Agreement.

I extend my gratitude for meeting and supporting the Neustedter Family and me in our request to contribute to our Home Town.

Regards,
Gilbert A. Espinoza



October 7, 2025



Fence Requirements per Superior Municipal Code

The following provides a summary of the Town's requirements as an aide to property owners and contractors in Superior's residential zones. Please note that many neighborhoods have Planned Developments (PD) with specific fencing design and height requirements. These can be found through the Town's [Development Projects GIS Map](#). Always check with your homeowner's association for specific requirements. If a property does not have a PD, fences will be subject to the requirements below:

Sec. 16-22-10. - General provisions.

Fences, hedges and walls are subject to the following conditions and requirements:

- (1) Fences and walls are subject to the applicable sections of the building code.
- (2) No fence, hedge or wall may extend beyond or across a property line unless with the joint agreement of the abutting property owners. It is the responsibility of the property owner to locate all property lines.
- (3) No fence, hedge or wall shall be placed nearer than twelve (12) inches from a public sidewalk.
- (4) Fences, hedges or walls shall not exceed six (6) feet in height except in the industrial districts. The height shall be measured at the finished grade on the side of the fence nearest the street, alley or abutting property.
- (5) Fences located within the required front yard setback shall not exceed four (4) feet in height. In addition, on corner lots, any obstruction of any nature whatsoever over thirty (30) inches in height shall not be allowed within the sight triangle established for the adjacent intersection except for trees with branches and foliage removed to a height of seven (7) feet above the ground and open wire fencing that does not obscure more than ten percent (10%).

Sec. 16-22-30. - Fences in residential zones.

- (a) Fencing shall relate to the principal architectural features of the building in design, location and the way in which it connects to a building.
- (b) Planting shall be integrated with fencing schemes to soften their visual impact.
- (c) The tops of fences, except certain low and open types such as split rail, shall be level. If the ground slopes, the fence shall be stepped or follow the terrain. The bottom of the fence shall be no more than six (6) inches above grade at any point depending on fence type. Vertical members



shall be plumb and generally not extend beyond the uppermost horizontal portion of the fence. Metal caps on posts are prohibited unless painted to match the fence.

(d) Gates shall match or complement fencing in design, material, height and color.

(e) Long runs of fencing parallel to public streets are discouraged. Where long runs cannot be avoided, the horizontal alignment of the fences shall be varied to create visual variety and to provide planting pockets between the fence and the street.

Sec. 11-2-150. - Use of public right-of-way.

(a) It is unlawful to place a permanent or temporary building, structure, fence or landscaping in a public right-of-way, except as follows:

(1) Owners of property adjoining a public right-of-way may install or plant landscaping, ornamental rocks or bark and driveway gravel in the unpaved portions of the public right-of-way.

(2) Trees, plants or shrubs may be planted in the public right-of-way if they do not exceed, or will not exceed at full growth, twenty-four (24) inches in height, and provided that they do not encroach upon or partially or totally obstruct any Town street, alley or sidewalk. The Town may remove landscaping in the public right-of-way at the Town's discretion. The Town may direct the party responsible for the installation of the landscaping. If the landscaping is not removed by said party, the Town may remove the landscaping and recover the cost by any lawful means, including assessing the cost of such removal against the adjoining property and collect the same in the manner allowed by state law.

Please note that the Town does not review plans for compliance with private covenant agreements. Always check with your homeowner's association for specific restrictions.

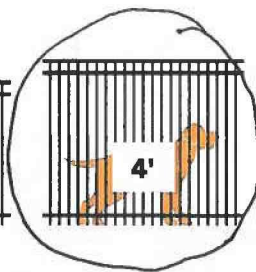
HEIGHTS



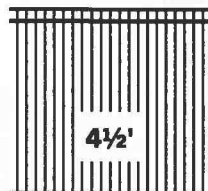
3'



3½'

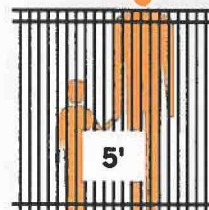


4'

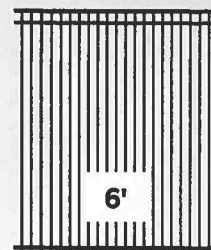


4½'

4½' panels available with flush bottom rail only

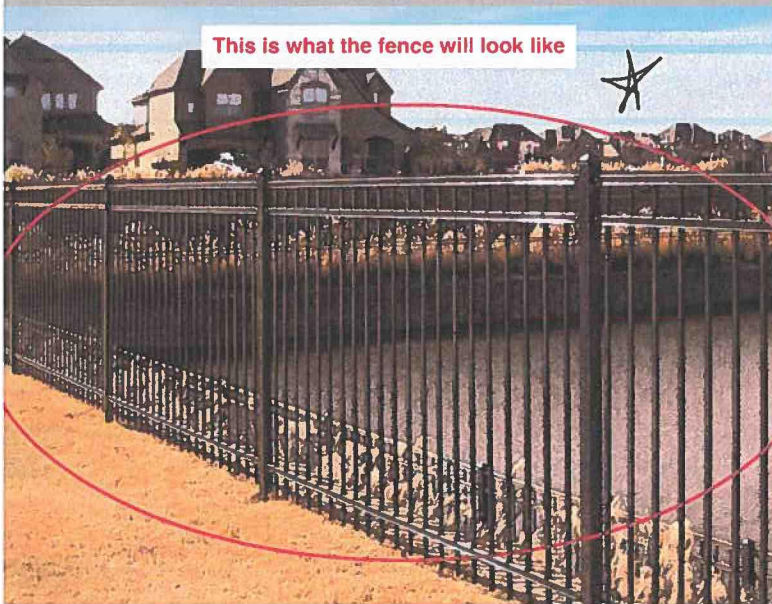


5'



6'

This is what the fence will look like



PANELS



3-RAIL PANELS
Available in
3' to 6' heights

2-RAIL PANELS
Available in
3' to 5' heights

BOTTOM OPTION



**STANDARD
BOTTOM RAIL**



**FLUSH
BOTTOM RAIL**

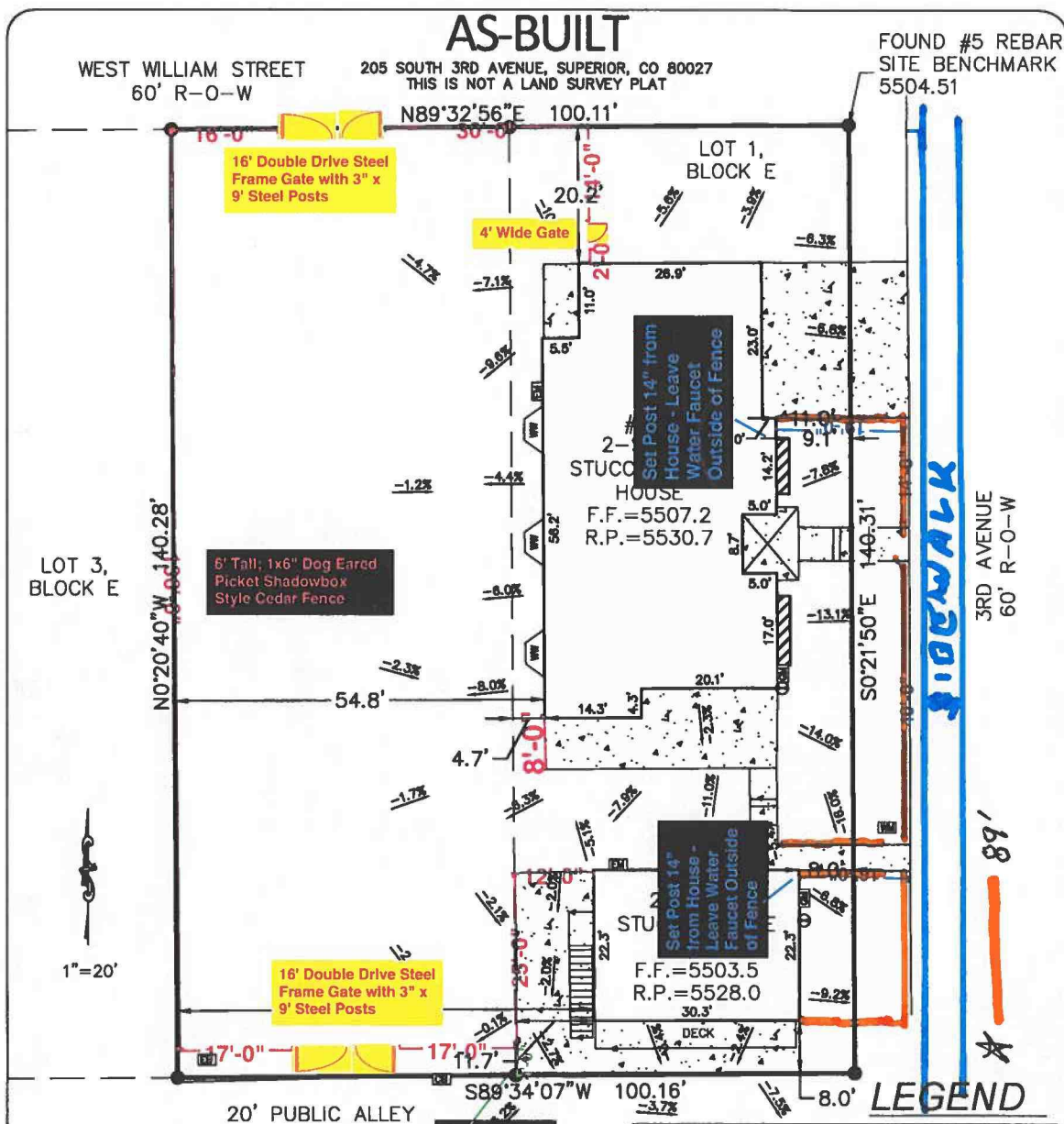
PICKET SPACING



4" GAP
Standard



3" GAP



LEGAL DESCRIPTION:

LOTS 1 AND 2, BLOCK E, TOWNSHIP SUPERIOR, COUNTY OF BOULDER, STATE OF COLORADO.

NOTES:

- 1) THIS CERTIFICATE DOES NOT CONSTITUTE, TO DETERMINE OWNERSHIP, RIGHTS OF WAY, THE PLAT THAT MAY AFFECT THIS TRACT OF WAY OF THE PUBLIC RECORD THAT MAY SHOWN ON THIS CERTIFICATE.
- 2) OWNERSHIP OF FENCES WAS NOT DETERMINED.
- 3) AS-BUILT MAP IS BASED ON LINES OF PLAT TO MY INTERPRETATION OF COLORADO LAW, MAY PRODUCE A DIFFERENT RESULT.
- 4) AS-BUILT MAP IS DRAWN USING PLATTED THE PROPERTY LINES ARE MORE OR LESS, I BOUNDARY SURVEY STANDARD.
- 5) ELEVATIONS ARE BASED ON NAVD88 VER1 NORTHEAST CORNER OF LOT 1, BLOCK E W

Adam C. Sampson

Dig
Adam C. Sampson
Date: 2024.03.15
08:26:10 -06'00'

6' Tall 5.5" Dog Eared Shadowbox Style Cedar Privacy Fence with 2x6 Top Cap - 8' o.c.

(1) 4' Wide Matching Gate

(2) 16' Double Drive Matching Gates with (2) Drop Rods per set of Gates

4' Tall 3 Rail Ameristar Montage Majestic Black Ornamental Iron Fence - 8' o.c.

N.C.
BY

TO

● = FOUND #5 REBAR WITH BLUE PLASTIC CAP PLS 38744 UNLESS OTHERWISE NOTED

— = PROPERTY LINE

— = LOT LINE

⊕ = SEWER CLEAN-OUT

⊞ = ELECTRIC BOX

⊞ = CABLE BOX

⊞ = GAS METER

⊞ = ELECTRIC METER

⊞ = WATER METER

⊞ = WINDOW WELL

F.F. = FINISHED FLOOR

R.P. = ROOF PEAK

⊞ = COVERED AREA

⊞ = CONCRETE AREA

⊞ = CANTILEVER

⊞ = CANTILEVER

⊞ = CANTILEVER

⊞ = CANTILEVER

⊞ = CANTILEVER

⊞ = CANTILEVER

⊞ = CANTILEVER

⊞ = CANTILEVER

⊞ = CANTILEVER

⊞ = CANTILEVER

JOB NUMBER

24-2-88

DATE PREPARED:
03/15/24

3000 LAWRENCE ST. #111
DENVER, CO 80205
303.668.7540

DRAWN BY:
J. RICH



Item Number 9

Information for Meeting of the Superior Town Council

Agenda Item Name: Concept Review – Residential Multi-Unit Dwelling Complex

Meeting Date: Monday, November 10, 2025

Presented by: Renae Stavros, Planning and Building Director
Geoffrey Weathers, Planner II

Presented for: Discussion

Item: Concept Plan – Residential Multi-Unit Dwelling Complex

Applicant: Carmel Partners

Existing Zoning: Unincorporated Boulder County - Agricultural

Location: 7494 Marshall Road

Request: The applicant is seeking feedback on a Concept Plan to develop a residential multi-unit dwelling complex on this site.

VICINITY MAP



Figure 1: Vicinity Map

SUMMARY

Carmel Partners is seeking feedback on a Concept Plan to develop a residential multi-unit dwelling complex at 7494 Marshall Road. The Plan includes 376 units across 15 separate 3/4-story buildings and a standalone clubhouse.

BACKGROUND

The property at 7494 Marshall Road is located in unincorporated Boulder County (*see Figure 1*) and is currently zoned Agricultural. The land is currently vacant and does not appear to have ever been developed, though a small shed or barn may have been situated on the property prior to the Marshall Fire.

Land uses adjacent to the property include a CDOT Maintenance and Operations facility to the north, a retail shopping center to the east, undeveloped Boulder County open space to the west, and a vacant lot that formerly included a residential structure to the south. In the vicinity are also a commercial self-storage facility and the residential neighborhood of Sagamore to the south. With the exceptions of the vacant land and County open space, all of these properties are currently incorporated into the Town of Superior.

Nearby zoning (see *Figure 2*) includes the PDs of Sagamore and Guardian to the south and Superior Marketplace to the east as well as Boulder County Agricultural to the south and west. The CDOT facility to the north is zoned Light Industry (I-L).



Figure 2: Zoning Map

CONCEPT PLAN DETAILS

Site and Access

The project site is roughly 12.5 acres located near the intersection of Marshall Road and 76th Street. Although it lies within a reasonable walking distance from parks and open spaces, retail shops, and regional transit, the site is inaccessible by non-automobile modes and lacks connectivity to nearby amenities due to insufficient pedestrian and bicycle infrastructure. As can be seen in *Figures 3-6*, the site has no sidewalk access to either the north or south along the west side of 76th Street, has no bike lanes accessing the site in either direction, has no adjacent pedestrian crossings in any direction to the north at Marshall Road and 76th Street, and has no pedestrian crossings to the south until Sycamore Street, over a ¼ mile away. Neither is the site served by local transit nor trails accessing the County open space in the south. The site plan also reflects only a single automobile entry point 76th Street.

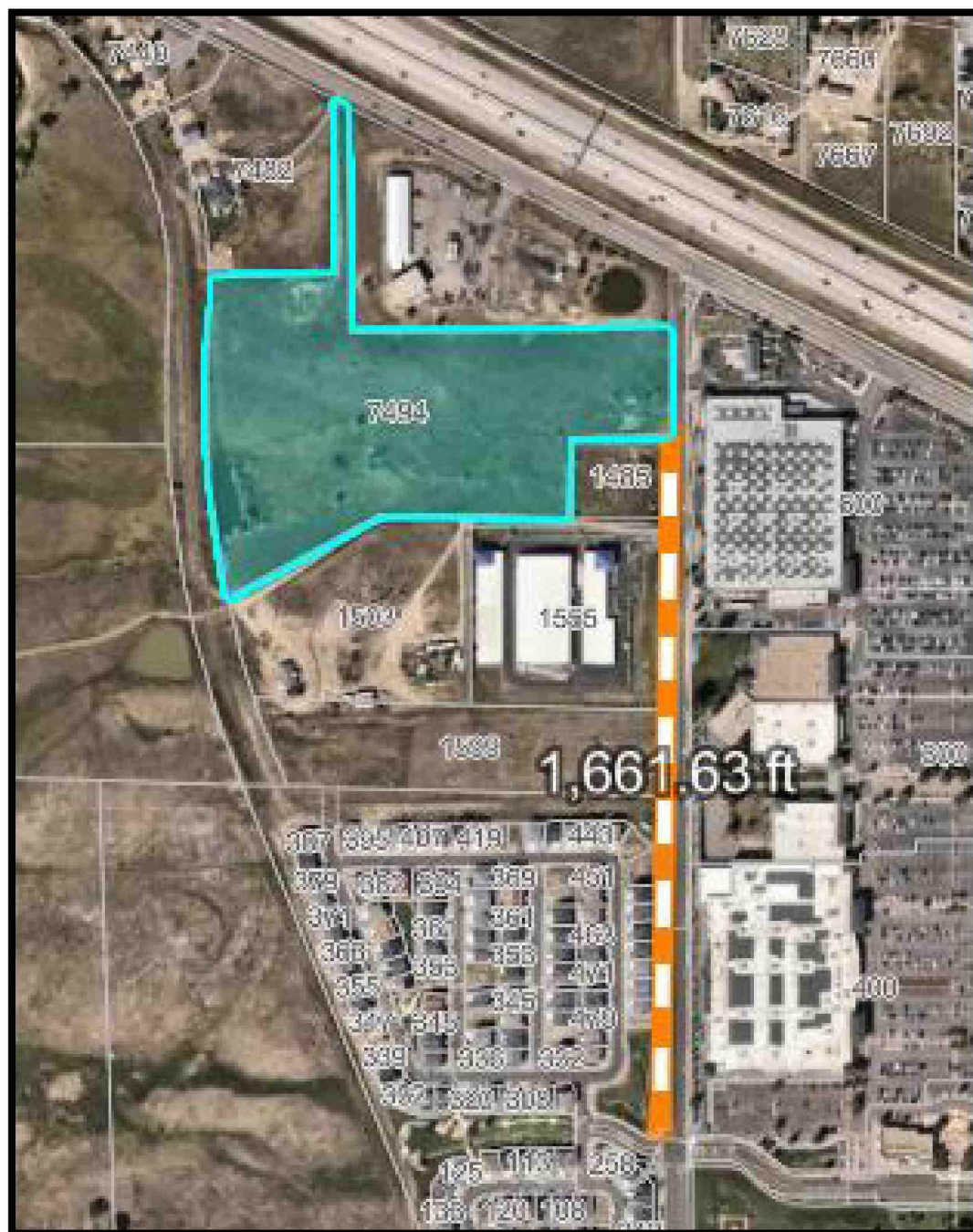


Figure 3: Over a 1/4 mile to the nearest crosswalk at Sycamore Street



Figure 4: No pedestrian or bicycle infrastructure adjacent to the site



Figure 5: No connections to the Boulder County open spaces to the west of the site

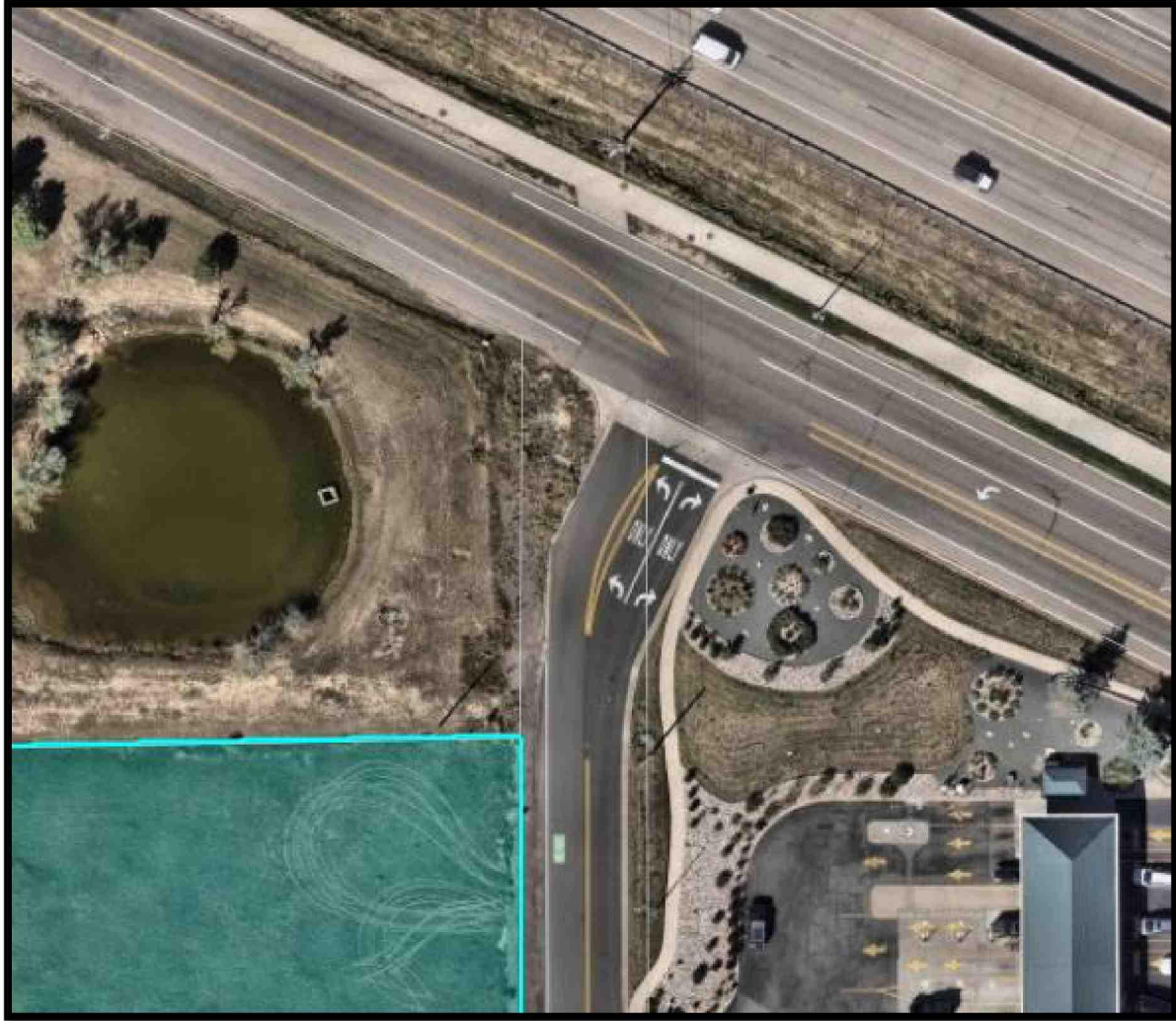


Figure 6: No pedestrian crossings at the nearest intersection of Marshall Road and 76th Street

Site Plan

The Site Summary (see *Figure 7* below) envisions 376 one- and two-bedroom units across 15 separate buildings, four of which would be 4-story and the other eleven 3-story. The concept reflects 564 total parking spaces at a rate of 1.5 spaces/unit, mostly surface spaces, some with garages (note: the breakdown on the Summary of $166 + 20 + 392 \neq 564$). No pedestrian infrastructure or circulation is shown in the Plan.

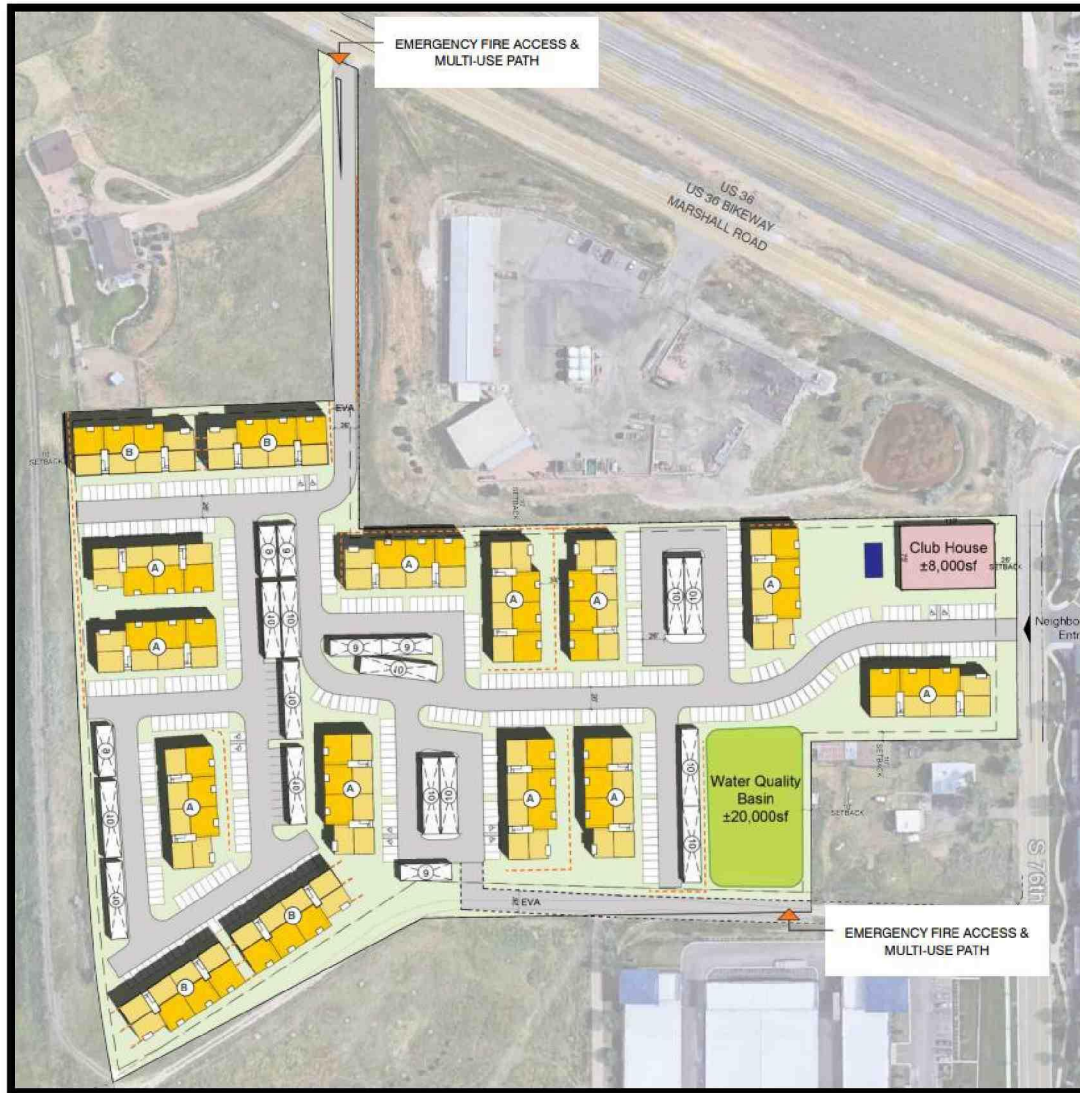


Figure 8: Preliminary Site Plan

Application Process

Should the project move forward, the Town would require the developer to complete at least the following development application processes prior to obtaining a building permit:

- Annexation Process
- Subdivision Plat
- Planned Development
- Final Plan Development

These processes must be approved sequentially, though subdivision plat and zoning (Planned Development) are part of the Annexation process. The Final Development Plan can be performed concurrently or subsequently to the Annexation process.

ATTACHMENTS:

- Narrative
- Plan Sheets
- Presentation



Project Name: 76th Street – Superior
Applicant: Carmel Partners
Date: November 10th, 2025
Prepared by: Jeff Panek, Harris Griswold

Executive Summary

This memo summarizes the concept site plan for *76th Street - Superior*, a proposed residential multi-family development located at 7494 Marshall Road in Unincorporated Boulder County. The purpose of this concept plan presentation is to obtain feedback on the proposed land use, site layout, density, affordable housing plan, any other critical land use items to be considered, and clarity on next steps and timing for all land use approvals.

Site Context

The project site is roughly 12.5 acres located at the intersection of Marshall Road and 76th Street, near the Town's commercial core and adjacent to existing complimentary uses. The site sits west of Superior Marketplace, east of Boulder County Open Space, and north of Guardian Storage. We believe the property is conducive to multi-family rental housing given its close proximity to walkable retail (Superior Marketplace), walkable public transit (RTD Park-N-Ride), bike trail (US 36), open space (Boulder County), parks (Founders Park), and McCaslin Boulevard / US 36.

Concept Summary and Affordable Housing Plan

The proposed concept features 376 units across 15 separate 3-story buildings and a standalone clubhouse. Of the 376 units, 57 units (15%) will be restricted to 80% AMI to deliver on the Town's affordable housing goals and consistent with the Inclusionary Housing ordinance adopted in 2020. Parking is accommodated entirely onsite through a combination of individual detached garages and surface parking. Precedent imagery is included in the concept plan presentation package. Architecturally, the project aims to complement adjacent uses, build on Superior's contemporary character through high quality durable materials, and increase connectivity to existing open space, trails, pedestrian, and bike paths.

Land Use and Policy Alignment

The proposed use and density align with several documents adopted or near adoption by the Town, including but not limited to:

- 1) Draft Future Land Use proposed in the Town's Comprehensive Plan update (February 10, 2025) – "Medium/High Density (3-4 stories) Residential"
 - Carmel Concept: 3-4 story residential project
- 2) Initial Open House Feedback noting largest preference for housing for this opportunity area (August 11, 2025) – "41.9% Preference for Housing"
 - Carmel Concept: Multi-family housing development with no commercial or mixed-use
- 3) Recent Open House Feedback noting preference for housing for this opportunity area (October 23, 2025)
 - Carmel Concept: Medium/High density multi-family housing development
- 4) Updated Transportation Plan (August 11, 2025) – Complete Collector Roadway Section along 76th Street frontage recommended



- Carmel Concept: Would complete this scope along the property's 76th Street frontage (curb, gutter, sidewalks)
- 5) 2023 Housing Needs Assessment (December, 2023) – “Community housing (also known as the housing continuum) encompasses a wide range of housing needs within an area, not only focused on affordable, or workforce, but all types of housing for people with a diversity of needs. While private, market-rate housing development is essential and desired in many areas, an intentional focus on supporting the development of housing that is attainable and accessible to a wide range of incomes, ages and social status is necessary to maintain a diverse, healthy, and prosperous community”
 - Carmel Concept: Would provide additional housing that is attainable and accessible to a wide range of potential residents
- 6) 2025 Housing Strategies adopted (January 27, 2025) – “Objective 1: Increase Housing Choices for People, Objective 2: Support & Promote Local and Regional Affordable Housing Efforts, Objective 3: Remove Housing Barriers for Those Who Often Encounter Them”
 - Carmel Concept: Would provide additional housing choice supply, variability, and affordability
- 7) Resolution No. R-10 (Series 2018) supporting the goals of the Boulder County Regional Housing Partnership's (BCRHP) Regional Housing Strategy to have 12% regional affordable housing stock by 2035
 - Carmel Concept: 15% (57 units) of the units would be reserved for residents at 80% AMI
- 8) Ordinance 0-18 (Series 2020) adopting inclusionary housing requirements for new residential developments of 10 units or more to include 15% of the units restricted at 80% AMI
 - Carmel Concept: 15% (57 units) of the units would be reserved for residents at 80% AMI

Preliminary Neighbor Outreach

Leading up to this concept plan presentation, Carmel Partners has had informal outreach with all direct neighbors including: Brixmor, Guardian Storage, RTD, CDOT, etc. regarding our proposed land use. We plan to conduct additional community engagement prior to formalizing a PD submittal.

Requested Feedback

We respectfully request the Town's feedback and confirmation that the proposed land use, site layout, density, and affordable housing plans are consistent with the Town's current land use and policy goals, including the draft comprehensive plan. While this concept plan presentation is intended as a starting point for dialogue with Town Council, with further refinements and community engagement anticipated prior to formal annexation/PD approvals, Carmel would appreciate specific feedback and clear direction from Town Council to ensure we are on the right path with respect to major site plan assumptions (use, density, affordable housing). Carmel Partners looks forward to collaborating with the Community and building on our strong relationship with Town Staff, Planning Commission, and Town Council, to deliver on the Town's policy objectives for increasing housing choices and supply.

**Next Steps**

If there is positive feedback for the proposed concept, Carmel Partners plans to conduct additional community engagement and design refinement in preparation for a future Annexation and PD submittal. Carmel Partners would appreciate timing flexibility from the Town, allowing for the Annexation Petition application and substantial compliance vote to take place concurrently with the final adoption of Comprehensive Plan (anticipated for January 2026), allowing us to move towards Annexation and PD submittal review and approval in February / March 2026.



SITE FEASIBILITY

3 STORY SURFACE PARKED

SITE SUMMARY

CARMEL - APARTMENTS - SURFACE PARKED										
SITE AREA	12.76 AC									
DWELLING UNITS	376 DU								564 SP	
DENSITY	29 DU/AC								1.50 SP / DU	
AFFORDABLE UNITS	15% (57 UNITS)									
CONSTRUCTION TYPE	V-A								209,180 SF	
								37.6%		
AMENITY - SINGLE STORY								8,000		
UNIT TYPE	BED #	UNIT SF	BALCONY SF	# UNITS		MIX	BALCONY %	AREA (SF)	AVG UNIT SF	NET/GROSS
UNIT A.1	1	742	VARIABLES	241		64.1%	TBD	178,822	858	0.93
UNIT B.1	2	1,065	50	135		35.9%		143,775		
TOTAL NET								322,597		
TOTAL GROSS (NOT INCLUDING BALCONIES OR GARAGES)								346,540		
TOTAL OPEN SPACE								209,180	4.80	ACERS
APARTMENT PARKING SUMMARY		REQ SP/BED				TOTAL REQ	TOTAL PROVIDED NOT INCLUDING TANDEM		TOTAL PROVIDED INCLUDING TANDEM	
1-3 BED		1.5				564.0	1.47	PER UNIT	1.50	PER UNIT
TOTAL						564.0	551	SPACES	564	SPACES
GARAGE - STANDARD			33400				167			
SURFACE - TANDEM							13			
SURFACE - STANDARD							384			

*GROSS SITE AREA (-) BUILDING FOOTPRINTS & PARKING/DRIVE ISLES

SITE PLAN LEGEND

- A

BUILDING A - LAYOUT A - 3 STORY (H: 40'-8")
- B

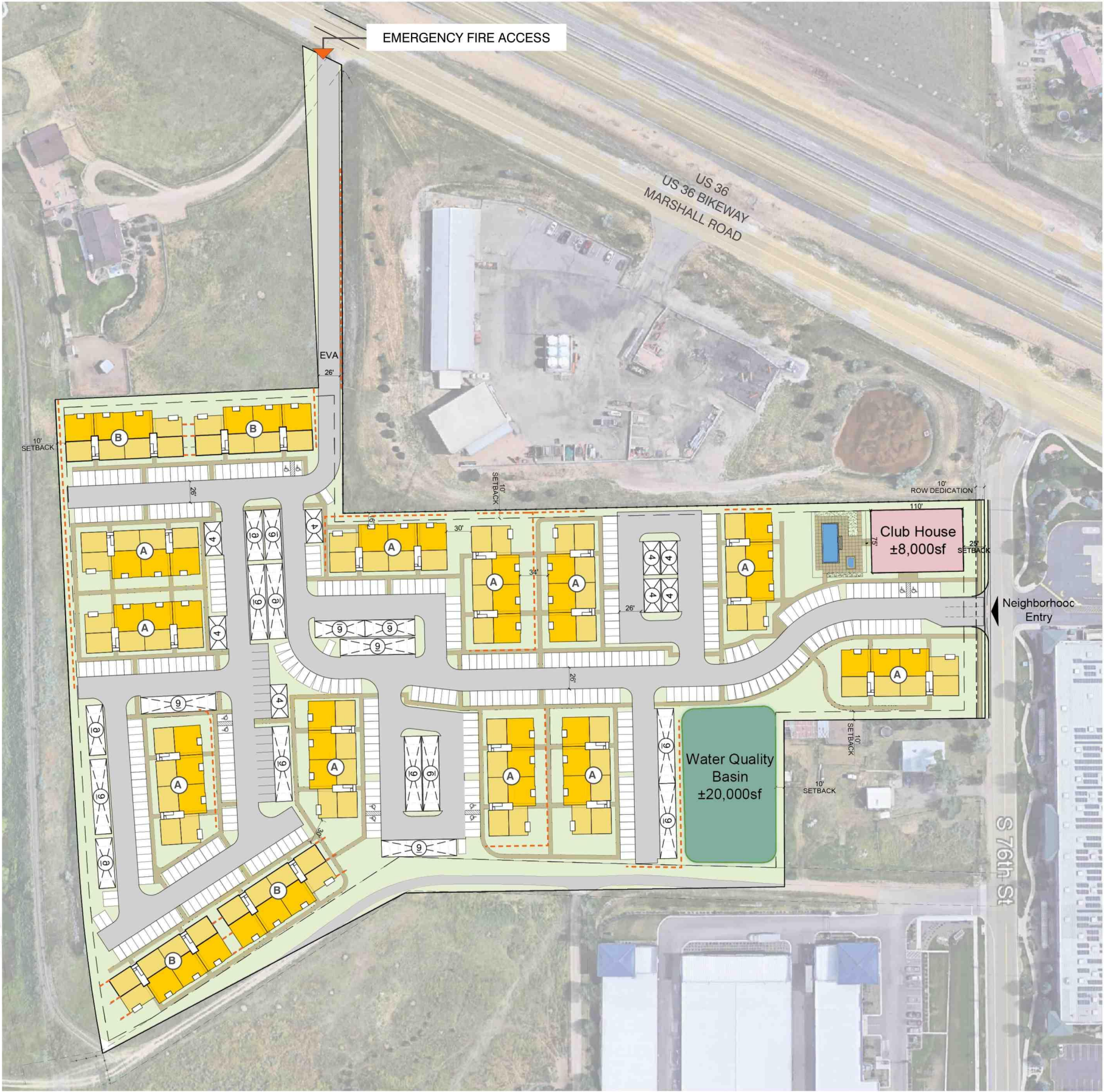
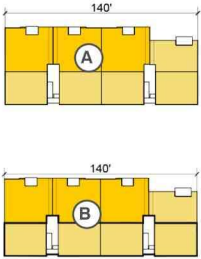
BUILDING B - LAYOUT A + SPLIT 3/4 STORY (H: 51'-4")
- 4

8 DETACHED GARAGES
- 6

6 DETACHED GARAGES
- 9

11 DETACHED GARAGES

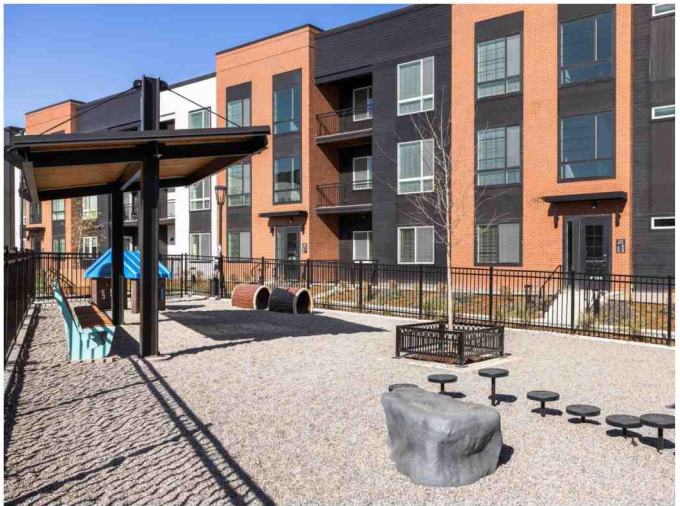
----- PROPOSED RETAINING WALLS



REPRESENTATIVE AMENITIES



SCENIC WALKWAY



DOG PARK



OUTDOOR SEATING



POOL & SPA DECK

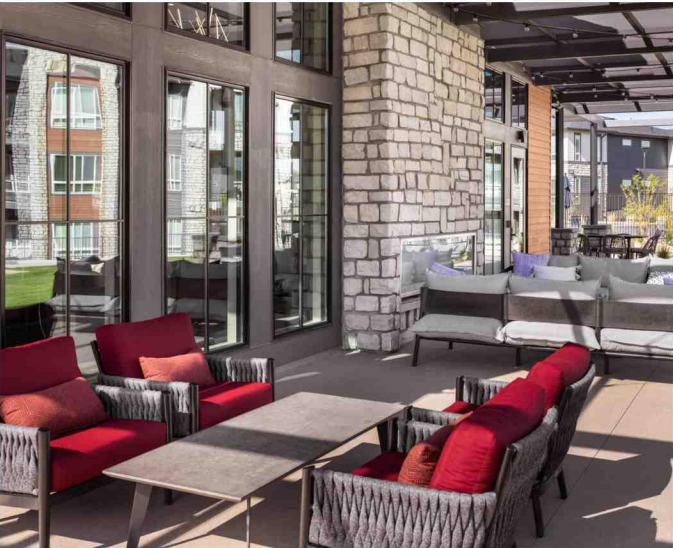


COVERED OUTDOOR GRILL & DINING



OUTDOOR BENCHES

REPRESENTATIVE AMENITIES



OUTDOOR AMENITIES



INDOOR AMENITIES



SOLANA LUCENT APARTMENTS
Highlands Ranch, CO



FIELDHOUSE APARTMENTS
Thornton, CO



FIELDHOUSE APARTMENTS
Thornton, CO







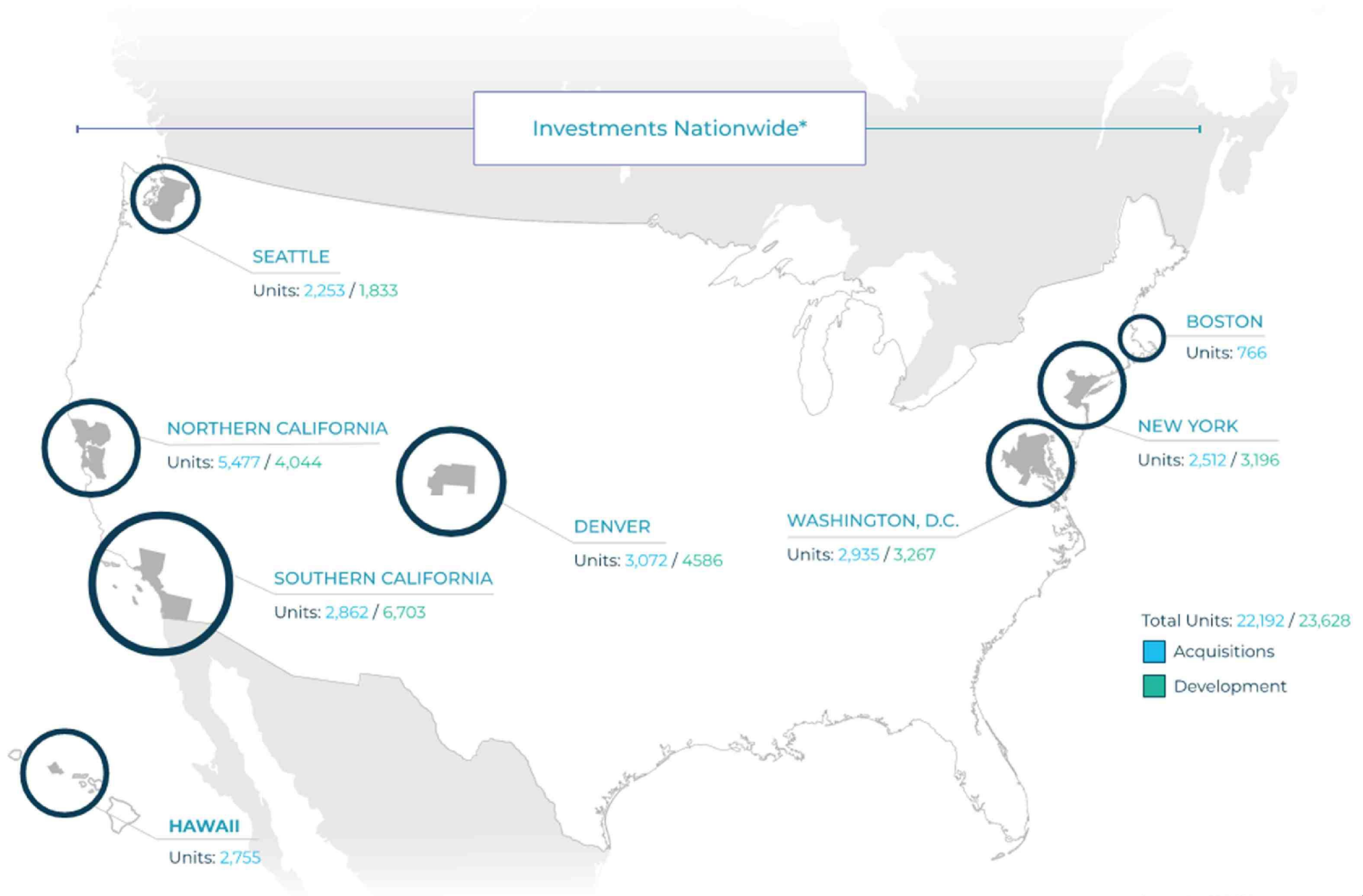
76th Street – Superior
Concept Plan Presentation
November 10th, 2025



Agenda

- 1) Introduction (2 mins)
- 2) Concept (10 mins):
 - Site Context
 - Site Plan
 - Aerial Imagery
 - Precedent Imagery
- 3) Affordable Housing Plan (5 mins)
- 4) Land Use & Policy Alignment (5 mins)
- 5) Feedback, Next Steps, Q&A

Introduction



*As of November 20, 2024

Concept, Site Context



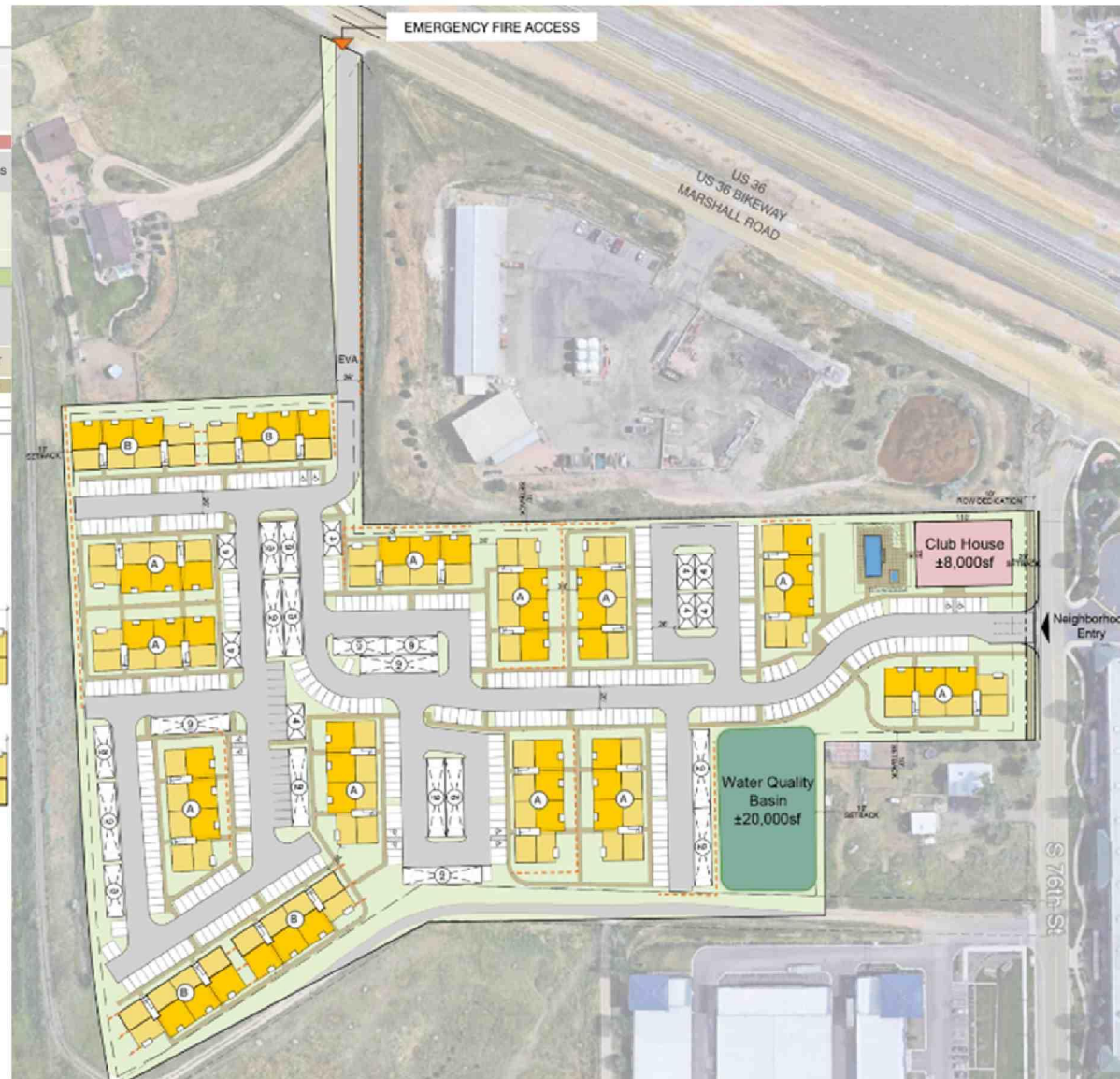
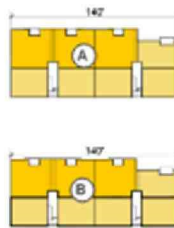
Concept, Site Plan

CARMEL - APARTMENTS - SURFACE PARKED									
SITE AREA	12.76 AC								
DWELLING UNITS	376 DU								
DENSITY	29 DU/AC								
AFFORDABLE UNITS	15% (57 UNITS)								
CONSTRUCTION TYPE	V-A								
AMENITY - SINGLE STORY							8,000		
UNIT TYPE	BED #	UNIT SF	BALCONY SF	# UNITS		MIX	BALCONY %	AREA (SF)	AVG UNIT SF
UNIT A.1	1	742	VARIES	241		64.1%	TED	179,822	
UNIT B.1	2	1,065	50	135		35.9%		143,775	858
TOTAL NET				376		100%		322,597	
TOTAL GROSS (NOT INCLUDING BALCONIES OR GARAGES)								346,540	
TOTAL OPEN SPACE								209,180	4.80 ACERS
APARTMENT PARKING SUMMARY									
1-3 BED	1.5								
				564.0		1.47			
TOTAL				564.0		551			
GARAGE - STANDARD		33400				167			
SURFACE - TANDEM						13			
SURFACE - STANDARD						384			

SITE PLAN LEGEND

- (A)** BUILDING A - LAYOUT A - 3 STORY (H: 40'-8")
- (B)** BUILDING B - LAYOUT A + SPLIT 3/4 STORY (H: 51'-4")
- (4)** 8 DETACHED GARAGES
- (6)** 6 DETACHED GARAGES
- (9)** 11 DETACHED GARAGES

--- PROPOSED
RETAINING WALLS





Concept, Aerial Imagery







Concept, Aerial Imagery



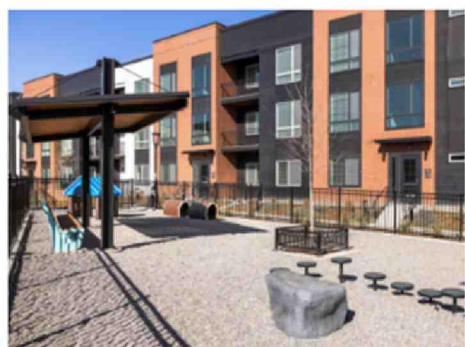


Concept, Precedent Imagery

REPRESENTATIVE AMENITIES



SCENIC WALKWAY



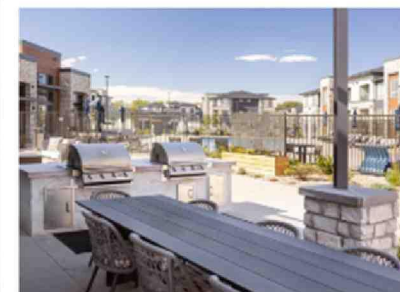
DOG PARK



OUTDOOR SEATING



POOL & SPA DECK



COVERED OUTDOOR GRILL & DINING



OUTDOOR BENCHES

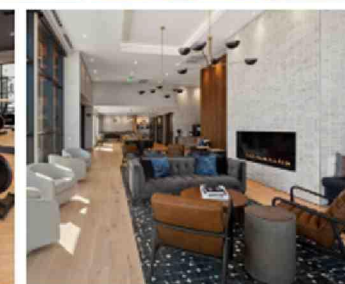


Concept, Precedent Imagery

REPRESENTATIVE AMENITIES



OUTDOOR AMENITIES



INDOOR AMENITIES



Concept, Precedent Imagery



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Thornton, CO



Affordable Housing Plan

- **Concept includes 15% (57 units) at 80% AMI**

Rent to Own Comparison		3-Mile
Median Home Value		\$937,500
Equity	10%	\$93,750
Debt	90%	\$843,750
Rate	6.3%	
Term	30 Years	
PMI	1.0%	
Payment		\$5,926
Taxes		\$749
Insurance		\$150
Maintenance		\$400
Total Monthly Cost		\$7,225
Average Asking Rent @ Origin		\$2,730
Delta (Rent Discount)	(62%)	(\$4,495)
Income Affordability Analysis		
Median HH Income		\$157,909
Average Asking Rent @ Origin		\$2,730
Rent to Income @ Origin		21%
Mortgage to Income, Median HH		55%

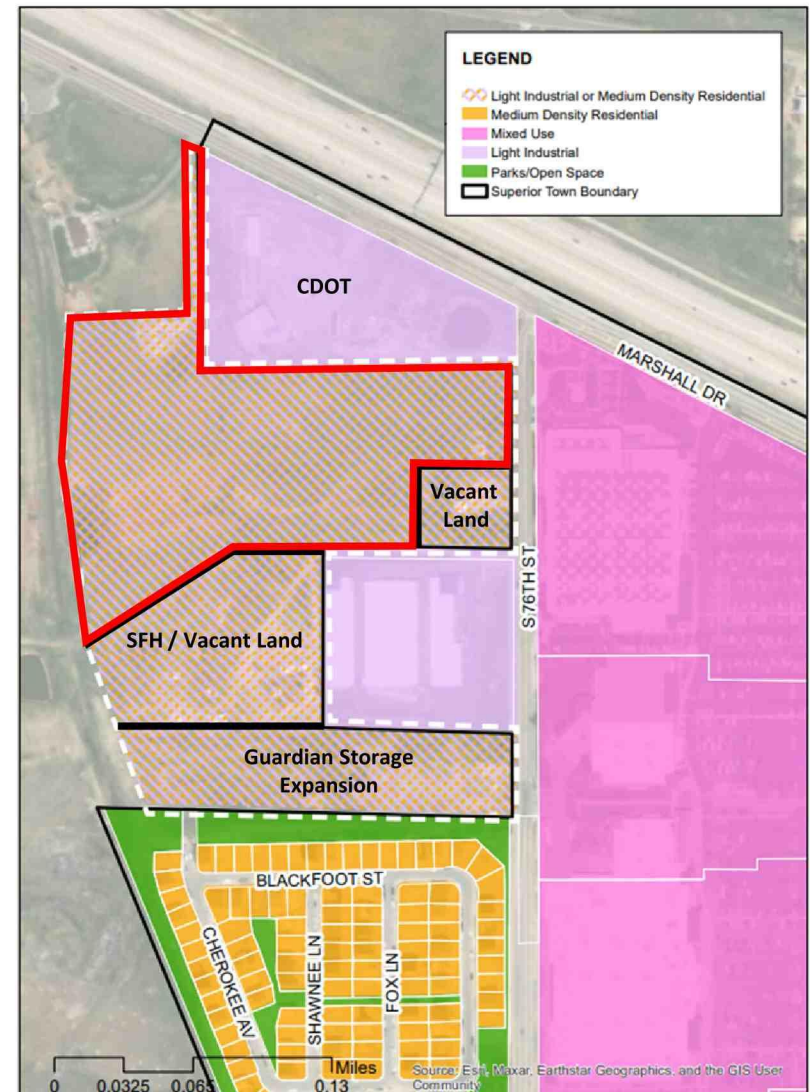
Naturally Occuring Affordability				
	Concept Unit Count	80% AMI ⁽¹⁾	Origin - Market Rent ⁽²⁾	100% AMI ⁽¹⁾
1 BR	36	\$2,260	\$2,168	\$2,825
2 BR	21	\$2,712	\$3,078	\$3,390
Total	57			
<i>(1) Rent figures per 2025 CHFA/HUD</i>				
<i>(2) As of end of 10/2025, excludes concessions</i>				

- 1) Draft Future Land Use proposed in the Town's Comprehensive Plan update (February 10, 2025) – “Medium/High Density (3-4 stories) Residential”
 - Carmel Concept: 3-4 story residential project

OPPORTUNITY AREA

76th St. Annexation and Guardian Property

Area, # of parcels:	77.5 acres, 4 parcels
Existing Land Use	Vacant Lot, outside Town boundaries
2012 Future Land Use	Light Industrial
2024 Draft Future Land Use:	Light Industrial or Medium/High Density (3-4 stories) Residential
Site Factors:	• Access to transit • Perception of limited vehicular access • Rear of the Marketplace is lacking a sense of place • Outstanding view potential and access to open space • Potential for conflicts with existing uses

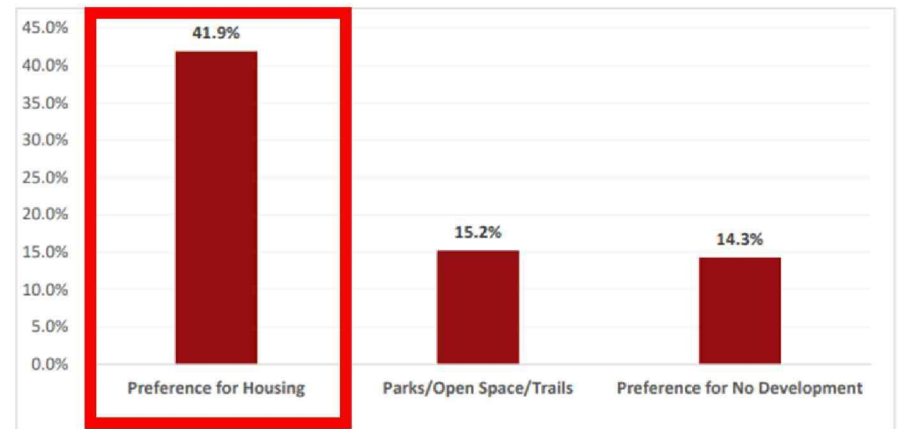


2) Initial Open House Feedback noting largest preference for housing for this opportunity area (August 11, 2025) – “41.9% Preference for Housing”

- Carmel Concept: Multi-family housing development with no commercial or mixed-use

OPEN HOUSE FEEDBACK OPPORTUNITY AREAS

Q11 76TH ST & GUARDIAN PROPERTY



COMMENTS (RESPONSES RECEIVED: 85)

- “Could be a good site for housing as it is close to major roads and close to public transportation.”
- “Would there be a way to tell us how each option impacts us economically? I’d probably prefer homes but if the town economically needs industrial, I’d be fine with that too...”
- “Don’t develop it. That is some of the most beautiful space and views.”

3) Recent Open House Feedback noting preference for housing for this opportunity area (October 23, 2025)

- Carmel Concept: Medium/High density multi-family housing development

OPPORTUNITY AREAS

76TH ST & GUARDIAN PROPERTY

4 PARCELS 23 ACRES

EXISTING LAND USE VACANT

2012 COMPREHENSIVE PLAN

Preferred Land Uses:
Light industrial or flex space. Potential community oriented uses or medium density residential.

OPEN HOUSE #1 FEEDBACK

- Light Industrial
- Residential Multi-unit
- Residential Apartments

OPPORTUNITIES

- Continue to build upon the approved Guardian Storage expansion and annexation
- Proximity to the Superior marketplace and strong vehicular and pedestrian connections support potential affordable housing
- Preferred land uses offer a variety of options

CONSTRAINTS

- Existing pond and drainage swale will require mitigation for development
- Adjacent uses will require a buffer and transitions between residential zones

HYPOTHETICAL SCENARIO A: LOW DENSITY MULTI-FAMILY UNITS

CHARACTERISTICS

- Residential at 10 - 20 du/acre
- Maintain 20% open space, pond, and circulation
- 2 - 3 story

CHOOSE A PREFERRED SCENARIO!

HYPOTHETICAL SCENARIO B: MEDIUM DENSITY MULTI-FAMILY UNITS

CHARACTERISTICS

- Residential at 25 - 35 du/acre
- Maintain 20% open space, pond, and circulation
- 3 - 5 story maximum

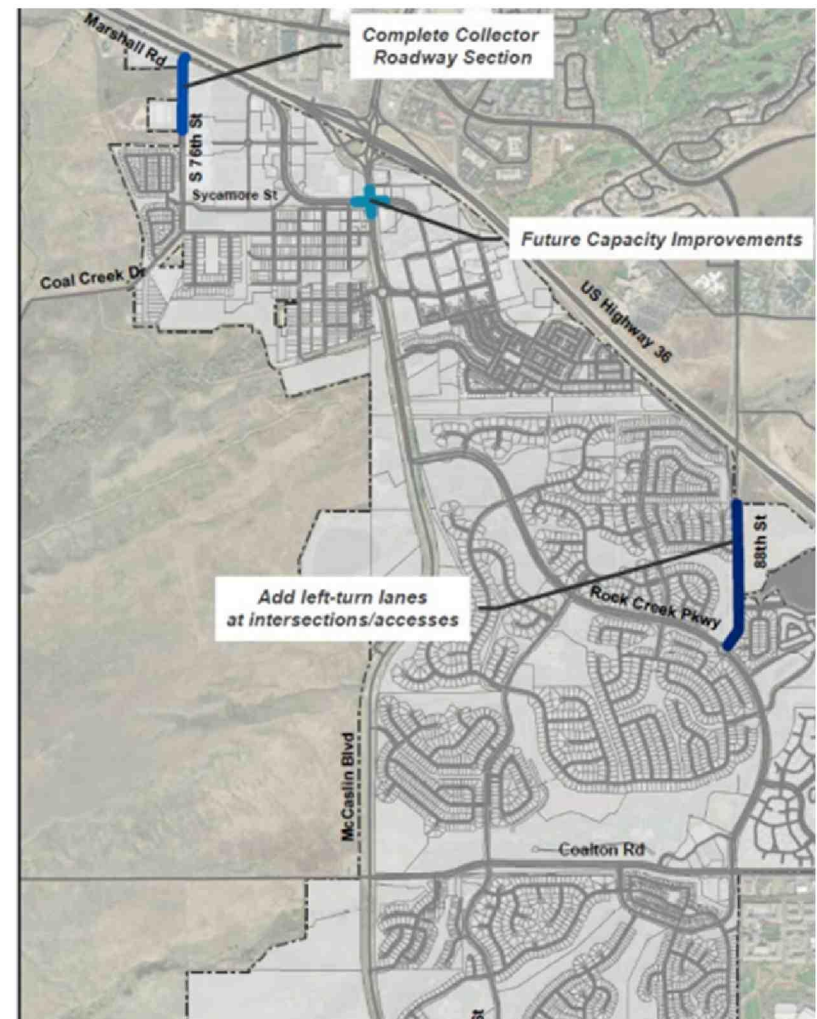
CHOOSE A PREFERRED SCENARIO!

4) Updated Transportation Plan (August 11, 2025) – Complete Collector Roadway Section along 76th Street frontage recommended

- Carmel Concept: Would complete this scope along the property's 76th Street frontage (curb, gutter, sidewalks)

FUTURE Intersection Performance

- Determined that existing and planned intersection traffic controls can service future demand, though the highest-density scenario for Marketplace/76th Street land use would put McCaslin Blvd./Marshall Rd. at capacity
- Recommend adding left-turn lane(s) on 88th Street north of Rock Creek Parkway based on long-range volumes (improvements included the space for this)





- 5) **2023 Housing Needs Assessment (December, 2023) – Future Housing Need**
- “Community housing (also known as the housing continuum) encompasses a wide range of housing needs within an area, not only focused on affordable, or workforce, but all types of housing for people with a diversity of needs. While private, market-rate housing development is essential and desired in many areas, an intentional focus on supporting the development of housing that is attainable and accessible to a wide range of incomes, ages and social status is necessary to maintain a diverse, healthy, and prosperous community”**
- Carmel Concept: Would provide additional housing that is attainable and accessible to a wide range of potential residents



- 6) **2025 Housing Strategies adopted (January 27, 2025) – “Objective 1: Increase Housing Choices for People, Objective 2: Support & Promote Local and Regional Affordable Housing Efforts, Objective 3: Remove Housing Barriers for Those Who Often Encounter Them”**
- Carmel Concept: Would provide additional housing choice supply, variability, and affordability

Housing Strategies Overview

The findings of the Housing Needs Assessment and Public Outreach and Engagement, Sections 2 and 3 below, provide insights into Superior’s housing issues and needs. The most pressing housing issues include the following:

Affordability: Reduce the cost of housing for households, especially for low-income and cost-burdened households.

Housing Supply: Increase the inventory and variety of housing to meet the diverse needs of Superior households.

Senior Housing: Increase the stock of housing options for aging adults.

Improve Access to Housing: Increase awareness of housing programs and services to residents and form partnerships to close the gap in housing resources.

Housing Strategies at a Glance

Objective 1: Increase Housing Choices for People

- Remove regulatory barriers to support the production of various housing types, such as missing middle housing, senior housing, multifamily housing, and mixed-use housing.
- Increase opportunities for Accessory Dwelling Unit (ADU) development.
- Promote the development of Missing Middle Housing.
- Promote housing choices for seniors

Objective 2: Support & Promote Local and Regional Affordable Housing Efforts

- Support existing and create new partnerships to address affordable housing needs.
- Create incentive programs to promote the creation of affordable housing.
- Explore opportunities to generate revenue for affordable housing development.

Objective 3: Remove Housing Barriers for Those Who Often Encounter Them

- Promote housing for people with intellectual and developmental disabilities (IDD).
- Improve access to housing resources.
- Support English Language Learners and BIPOC residents.



- 7) Resolution No. R-10 (Series 2018) supporting the goals of the Boulder County Regional Housing Partnership's (BCRHP) Regional Housing Strategy to have 12% regional affordable housing stock by 2035**
- 8) Ordinance 0-18 (Series 2020) adopting inclusionary housing requirements for new residential developments of 10 units or more to include 15% of the units restricted at 80% AMI**
 - Carmel Concept: 15% (57 units) of the units would be reserved for residents at 80% AMI



Requested Feedback

- Confirmation that the proposed land use, site layout, density, and affordable housing plans are consistent with the Town's current land use and policy goals, including the draft comprehensive plan.
- Feedback on major site plan assumptions (use, density, affordable housing).

Next Steps

- Additional community engagement
- Additional design refinement in preparation for a future Annexation / PD review and approval

Timing

- Carmel Partners would appreciate timing flexibility from the Town, allowing for the Annexation Petition application and substantial compliance vote to take place concurrently with the final adoption of Comprehensive Plan (anticipated for January 2026)
- This would allow Carmel to move towards Annexation and PD submittal review and approval in February / March 2026

Begin forwarded message:

From: Daryl McCool <[REDACTED]>
Date: October 25, 2025 at 1:34:51 PM MDT
To: Town Council <towncouncil@superiorcolorado.gov>
Cc: Original Town <originaltown@freelists.org>
Subject: No Rezoning Rezoning Lots 1-2

To the Superior Town Council,

I am writing to express my strong objection to the proposed rezoning in Original Town that would allow multi-use development with three-story buildings up to 40 feet in height without a Planned Development (PD). This proposal is completely out of character with neighborhood and deeply concerning to residents who have fought to rebuild and restore our community after the Marshall Fire.

Equally troubling is Mr. Simkus's continued attempt to exploit the tragedy of the Marshall Fire for personal development gain. His repeated claims of being a fire victim do not reflect the reality of those of us who truly experienced the devastation firsthand. Using our community's hardship as leverage to justify dense, profit-driven development is unacceptable and disrespectful to those who have genuinely struggled to rebuild.

We urge the Council to reject this rezoning request and require a PD process that ensures transparency, accountability, and meaningful community input. Our town deserves development that reflects care, balance, and respect for those still recovering, not projects that undermine our recovery and the character of Original Town.

Thank you for your attention and commitment to protecting the integrity of our community.

Sincerely,

Daryl McCool

Resident, Original Town Superior

From: Laurel Russell <[REDACTED]>
Date: October 26, 2025 at 10:53:37 AM EDT
To: originaltown@freelists.org
Cc: Town Council <towncouncil@superiorcolorado.gov>
Subject: Re: [OriginalTown] No Rezoning Rezoning Lots 1-2

I totally agree with Daryl. No Rezoning.

Think about your home and what you would like right next door to it. Is this something you would approve if it were next door to you? If not, vote no rezoning.

Thank you
Laurel Russell

On Sat, Oct 25, 2025, 1:34 PM Daryl McCool <[REDACTED]> wrote:

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