# Town Council
# Meeting Agenda
# Monday, February 9, 2026
# 6:00 PM
# 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. Preliminary Matters
   a. Pledge of Allegiance
   b. Roll Call
   c. Approval of Agenda
   d. Council Reports
   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)
2. Project Updates
   a. 88th Street Bike and Pedestrian Improvements
3. Consent Agenda
   a. Approval of Council Meeting Minutes
   b. Acceptance of Committee Meeting Notes
   c. Proclamations for Outgoing Advisory Committee Members
   d. Consideration of a Resolution Approving an Amendment to the Safebuilt Building Inspection Services Agreement
   e. Consideration of a Resolution - Approving a Change Order to the Agreement with JR Engineering for the Marshall/McCaslin Intersection Improvements Project Design
   f. Kite Route Crossing AAHT & CBDG-DR Grant Agreement
   g. BCHA IGA for Kite Route Crossing
   h. Airport Noise Report - December 2025

4. Regular Agenda
    a. Consideration of Resolution Approving an Agreement with Street Wise Art
5. Public Hearings
    a. Consideration of Ordinance approving the 2025 Colorado Wildfire Resiliency Code
    b. First Reading — Consideration of Approval of the 2025 Comprehensive Plan
    c. First Reading — Consideration of Ordinance Approving Updates to the Town's Municipal Code 16 – Land Use
    d. First Reading — Consideration of Ordinance Approving Updates to the Town's Municipal Code, Chapters 11 – Streets, Sidewalks and Public Places & 16 – Land Use
6. Adjournment

Public comments regarding general Town Council agenda items that are 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:2.a.

**Information for Meeting of the Superior Town Council**

| | |
|---|---|
| **Agenda Item Name:** | 88th Street Bike and Pedestrian Improvements |
| **Meeting Date:** | February 9, 2026 |
| **Presented By:** | Brannon Richards, Public Works and Utilities Director |
| **Presented For:** | Presentation<br>Discussion<br>Direction |

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**Background:**
Many children in Superior attend Monarch K-8 and Monarch High School located off of Campus Drive in Louisville. 88th Street is the arterial road leading to these schools, with heavy bike and pedestrian traffic during school drop-off and pick-up times. 88th Street is a two-lane road with non-separated bike lanes and a 5' sidewalk on the east side of the road. However, the vast majority of students that bike and walk to these schools utilize the east side of 88th Street both going to and coming home from school. This results in bike traffic going against traffic in the afternoons as they bike back to Superior. Currently, the sidewalk and bike lanes are shared by cyclist, pedestrians, and vehicles.

There have been several incidents along 88th Street and Campus Drive involving cyclists and pedestrians. Most recently a pedestrian was struck at the intersection of 88th Street and Tape Drive and last year a cyclist was injured when they hit a car in the bike lane on 88th Street.

88th Street is owned and maintained by three different entities – Superior is responsible from Rock Creek Parkway thru the Promenade Drive intersection; CDOT/Boulder County owns from north of Promenade Drive to just south of Tape Drive; and Louisville has from Tape Drive north. There is an existing IGA where Superior is responsible for snow removal on 88th Street up to Tape Drive and Louisville is responsible for street sweeping and striping to Promenade Drive.

**Redtail Ridge Development**
Redtail Ridge, a large mixed-use development, is under construction in Louisville. This development is located north of US 36 and east of 88th Street. This development includes numerous improvements in the area which are summarized below. The largest improvements are

to Campus Drive and Tape Drive, with minimal improvements on 88th Street. Attachment 1 includes a few of the construction drawings for this development illustrating the proposed improvements.

- Campus Drive roadway improvements include multiple roundabouts, new sidewalks/multi-use path, etc.
- Pedestrian underpass under Campus Drive near the high school
- Hard surface trail connecting Tape Drive/88th Street to the underpass
- 88th Street – increasing right-turn lane storage and replacing existing sidewalks

While construction is underway, many of the proposed improvements will not be completed until late 2026 and into 2027.

**88th Street Improvements**

With heavy vehicle, bike, and pedestrian traffic, especially during school drop-off and pick-up times, 88th Street creates safety challenges for all users. The bike lanes on 88th Street are wide (7-9 feet) but non-separated, making it uncomfortable and challenging for inexperienced bikers like school-age traffic. Therefore, many children choose to ride their bikes on the existing sidewalks, which are too narrow for bike and pedestrian traffic at 5' wide, creating an unsafe situation for pedestrians. During morning peak times, vehicles will often occupy the bike lanes on 88th Street near Campus Drive rather than blocking the thru lanes, forcing cyclists to cross landscape areas and use the sidewalk. In addition, school age traffic traveling back to Superior from Monarch schools, almost always travels against traffic on the east side of 88th Street.

Improvements are needed to improve safety on 88th Street. Unfortunately, the Redtail Ridge Development will not address the safety issues along 88th Street. Therefore, staff has been working with BVSD, CDOT, and City of Louisville staff to discuss safety improvements. Several proposed improvements have been reviewed including:

- Tape Drive has been blocked with cones and barricades to prevent construction traffic from using this entrance (complete)
- City of Louisville has restriped 88th Street to improve visibility, including adding a dashed line down the eastern bike lane (complete)
- Creation of a protected 2-way bike lane on east side of 88th Street
    - Installation of flex posts along the bike lane adding a physical barrier for cyclists (TBD, Superior and Louisville)
    - Installation of a concrete buffer along 88th Street inlieu of flex posts
    - Expand sidewalk/multi-use path
- Installation of a new concrete bike transition path from the existing multi-use path on 88th Street near Promenade Drive to the existing bike path (by Town of Superior - Spring 2026)
- Installation of a new concreate access path from 88th Street to the existing sidewalk near Campus Drive (by City of Louisville).

- Possible restriping of 88th Street to reduce the width of the westernmost bike lane and both travel lanes; allowing additional room for a wider and better buffered bike lane on the east side of 88th Street

The proposed changes are discussed more in Attachment 1.

**Recommendation:**
Staff recommendations are to:

- Extend the flashing school zone to the south side of US 36 bridge, reducing speeds on 88th Street during school drop-off and pick-up hours to 20 mph
- Install flex posts on the east side of 88th Street to delineate and protect the bike lane, and
- Pursue grant funding for additional long-term improvements to better protect the bike lane.

**Budget Implications:**
The cost to extend the school zone speed limit area and protect the bike lanes with flex post is ~ $12,500. To pay for these improvements, funds will be pulled from the traffic calming budget ($25,000).
Additional improvements range from an estimated $150,000 to $500,000 as discussed in Attachment 1. No funds were budgeted for 88th Street improvements as part of the 2026 budget.

**Motion:**
No motion.

**Attachments:**
1. Attachment 1 - 88th St Council Update Presentation

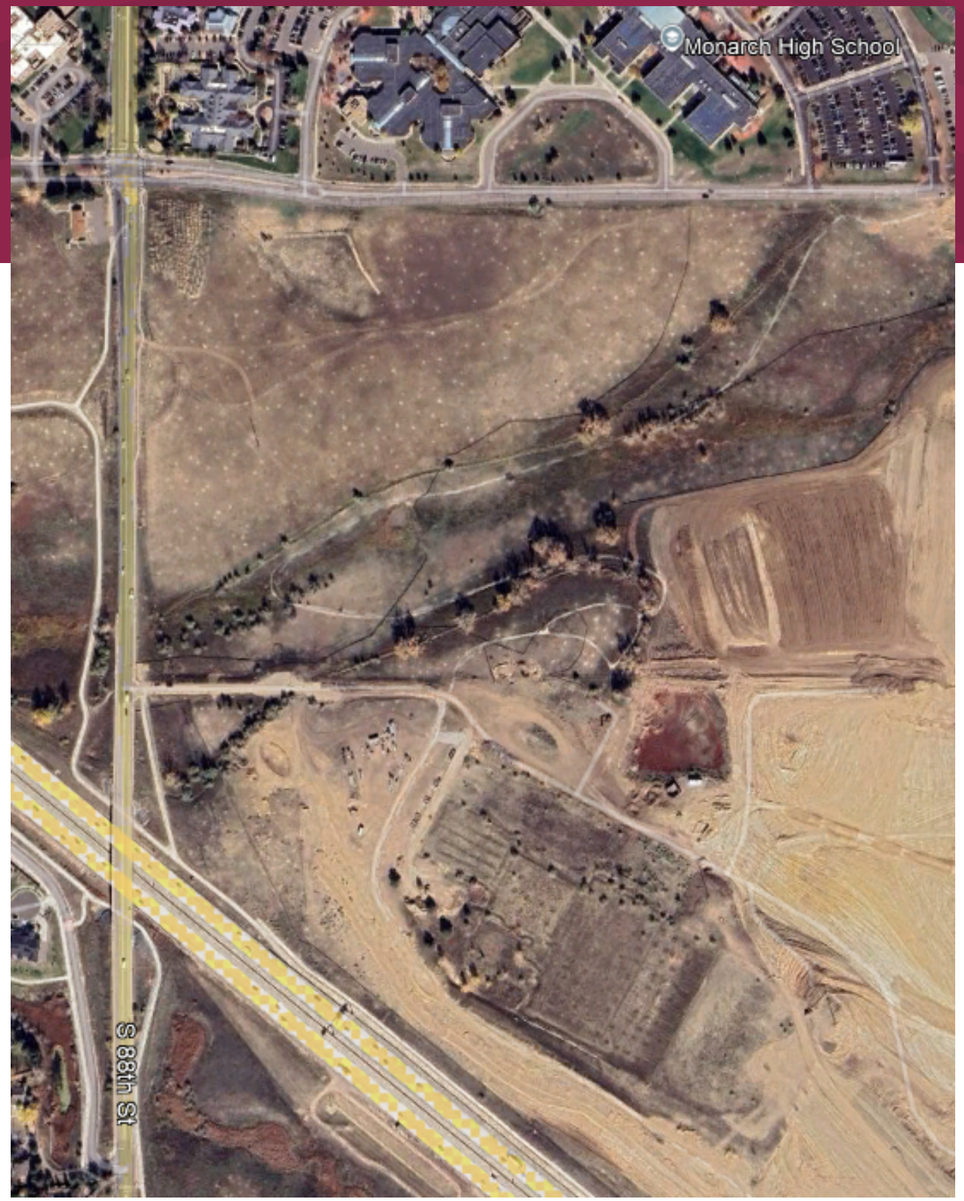
# 88th Street Bike Lane Improvements

## Promenade Drive to Campus Drive

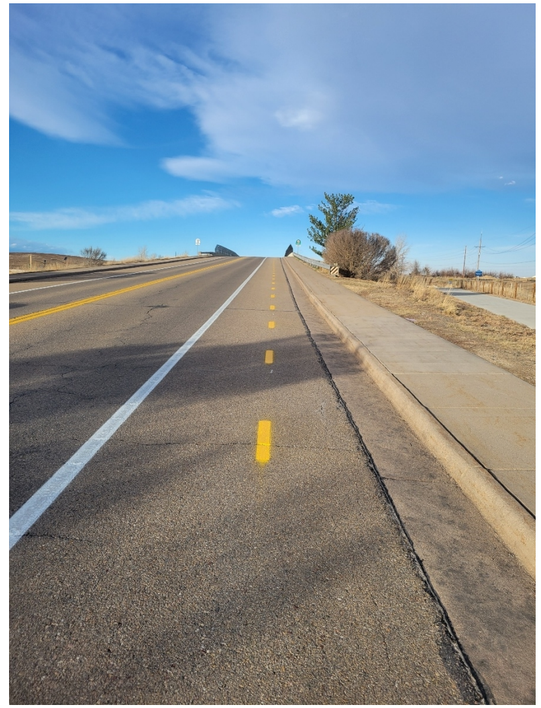
February 9, 2026

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# 88th Street Corridor




- 88th Street direct route to Monarch K-8 and Monarch High School
- 88th Street – two lane road, with non-separated bike lane and a 5’ sidewalk on east side of road
- 88th Street Ownership
  - Superior – Promenade Drive and South
  - CDOT/Boulder County – Promenade Drive to Tape Drive
  - Louisville – Tape Drive and North



# 88th Street School Access

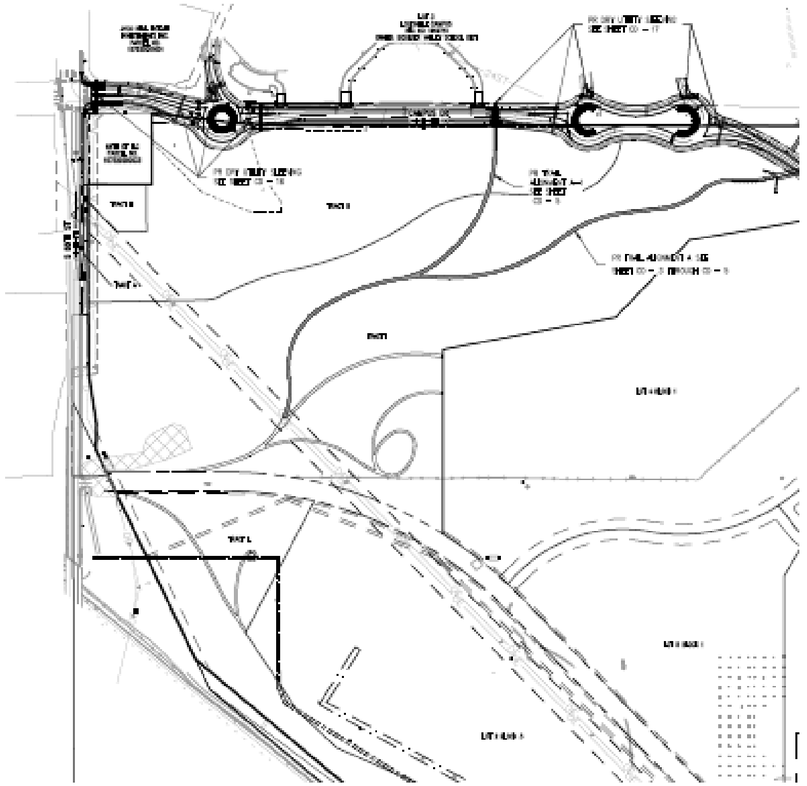
- Heavy bike and pedestrian traffic during school drop-off and pick-up times
- Sidewalk and bike lanes shared by cyclist, pedestrians, and cars
- Cars use bike lane as right-turn lane onto Campus Drive
- School-age cyclists generally travel against traffic southbound after school
- Two injury accidents involving school age children in last 18 months
  - Cyclists hit stopped car in bike lane (Aug. 2024)
  - Pedestrian hit by car at Tape Drive (Oct. 2025)
- https://drive.google.com/drive/folders/1jtMdJNN0AkFOhrx7gXscdrdZeipfrLbL?usp=sharing

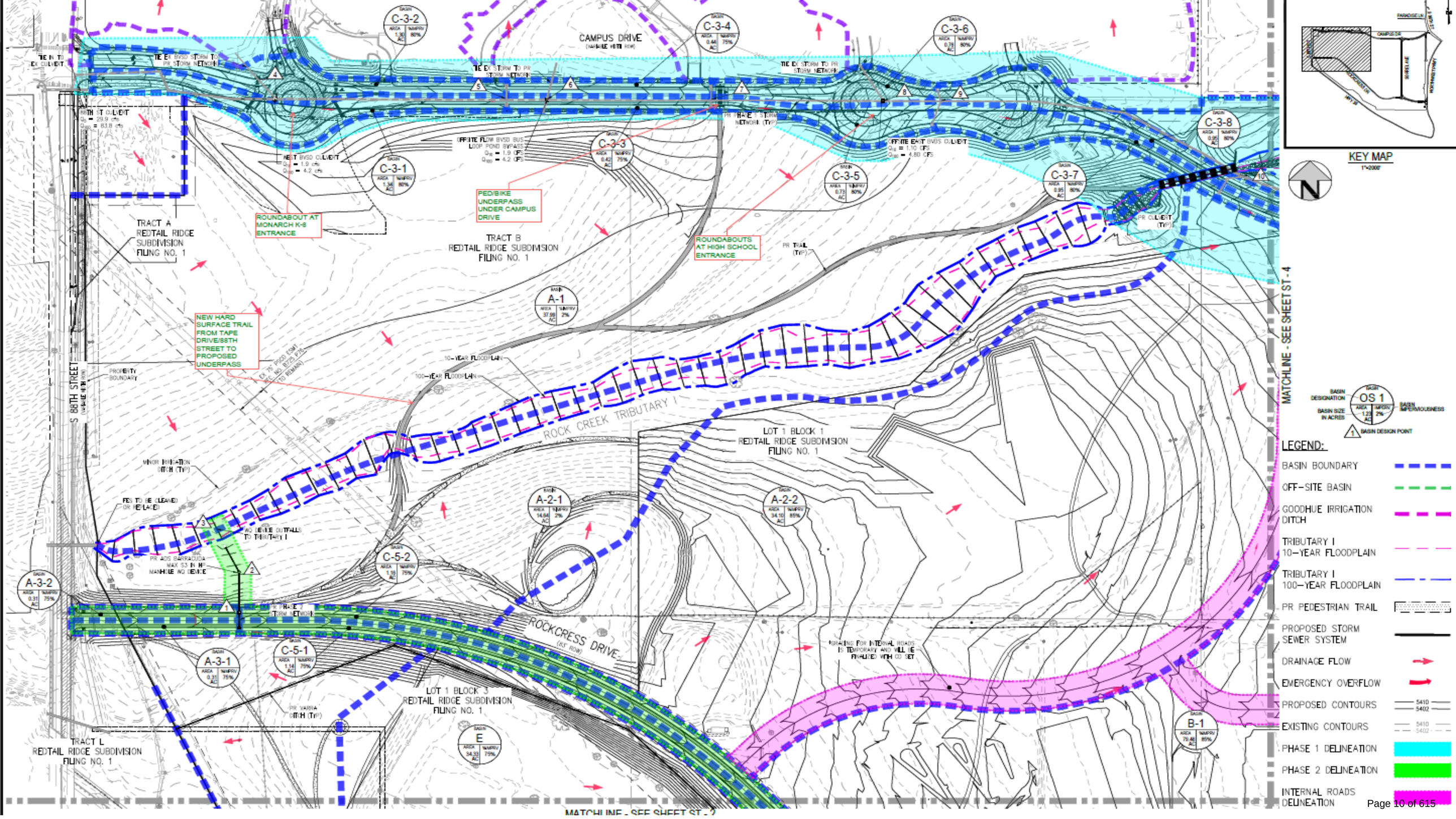




# Redtail Ridge Improvements

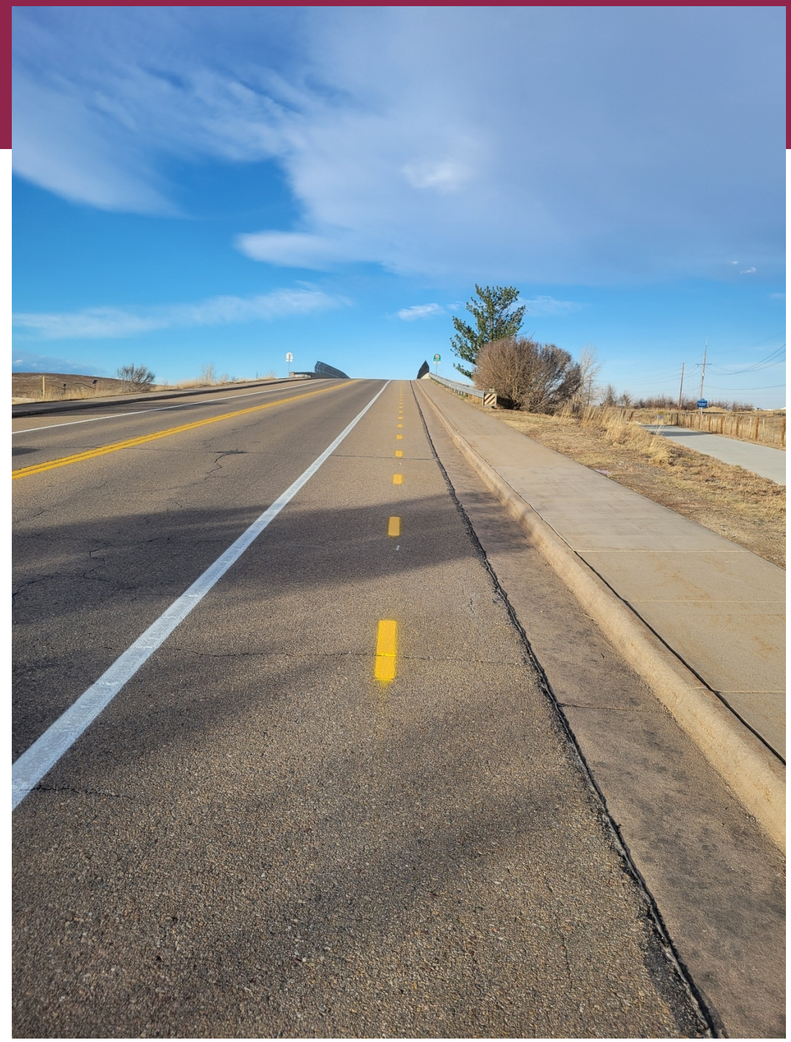
- Campus Drive roadway improvements include multiple roundabouts, new sidewalks/multi-use path, etc.
- Pedestrian underpass under Campus Drive near the high school
- Hard surface trail connecting Tape Drive/88th Street to the underpass
- 88th Street – small increase to right-turn lane storage and replacing existing sidewalk
- Construction ongoing but will continue into 2027




CAMPUS DRIVE
C-3-2
C-3-4
C-3-6
C-3-8
C-3-1
C-3-3
C-3-5
C-3-7
TIE EX STORM TO PR STORM NETWORK
TIE IN TO EX CULVERT
88TH ST CULVERT
OFFSITE FLOW BVSD BUS LOOP POND BYPASS
OFFSITE EAST BVDS CULVERT
PR CULVERT (TYP)
PR TRAIL (TYP)
ROUNDABOUT AT MONARCH K-8 ENTRANCE
PED/BIKE UNDERPASS UNDER CAMPUS DRIVE
ROUNDABOUTS AT HIGH SCHOOL ENTRANCE
TRACT A REDTAIL RIDGE SUBDIVISION FILING NO. 1
TRACT B REDTAIL RIDGE SUBDIVISION FILING NO. 1
NEW HARD SURFACE TRAIL FROM TAPE DRIVE/88TH STREET TO PROPOSED UNDERPASS
A-1
S 88TH STREET
PROPERTY BOUNDARY
10-YEAR FLOODPLAIN
100-YEAR FLOODPLAIN
ROCK CREEK TRIBUTARY I
LOT 1 BLOCK 1 REDTAIL RIDGE SUBDIVISION FILING NO. 1
MINOR IRRIGATION DITCH (TYP)
A-2-1
A-2-2
C-5-2
A-3-2
A-3-1
C-5-1
ROCKCRESS DRIVE
GRADING FOR INTERNAL ROADS IS TEMPORARY AND WILL BE FINALIZED WITH CO SET
LOT 1 BLOCK 3 REDTAIL RIDGE SUBDIVISION FILING NO. 1
TRACT L REDTAIL RIDGE SUBDIVISION FILING NO. 1
E
B-1
MATCHLINE - SEE SHEET ST - 4
MATCHLINE - SEE SHEET ST - 2
KEY MAP
N
BASIN DESIGNATION
OS 1
BASIN SIZE IN ACRES
BASIN IMPERVIOUSNESS
BASIN DESIGN POINT
LEGEND:
BASIN BOUNDARY
OFF-SITE BASIN
GOODHUE IRRIGATION DITCH
TRIBUTARY I 10-YEAR FLOODPLAIN
TRIBUTARY I 100-YEAR FLOODPLAIN
PR PEDESTRIAN TRAIL
PROPOSED STORM SEWER SYSTEM
DRAINAGE FLOW
EMERGENCY OVERFLOW
PROPOSED CONTOURS
EXISTING CONTOURS
PHASE 1 DELINEATION
PHASE 2 DELINEATION
INTERNAL ROADS DELINEATION

# 88th Street Improvement Options

- Extend 20 mph school zone limit to south side of bridge (Superior)
- Create protected 2-way bike lane on east side of road
  - Flex posts and striping (Louisville and BVSD approved)
    - Lowest impact and cost, some protection
  - Concrete curb
    - Higher cost, requires CDOT permit, greater protection
  - Expanded sidewalk / multi-use path
    - Highest cost, requires CDOT permit, best protection
- Restripe 88th Street – reducing west side bike lane and travel lane widths and increasing east side bike lane
  - Road treatment needed to remove existing striping



# 88th Street – Cost and Schedule Estimates

| Improvement | Estimated Cost | Estimated Schedule | Note |
|---|---|---|---|
| Extend school zone speed limit area | $5,000 | 45 days | Must order and install sign |
| Protected Bike Lane | | | |
| Flex Post and Striping | $7,500 | 5 days | Posts paid for and ready for install |
| Concrete Curb / Barrier | $150,000 | 9-12 months | Requires CDOT permit and Louisville approval |
| Expanded Sidewalk / Multi-use Path | $500,000 | 12-18 months | Requires CDOT permit and Louisville approval |
| Restripe 88th Street and Install Flex Post | $250,000 | 6-9 months | Requires Louisville approval and assumed Slurry Seal and asphalt patching to remove existing striping |

- Any permanent infrastructure will require CDOT review and approval. May require engineering study pending CDOT requirements.
- No funds budgeted for 88th Street improvements in 2026

# 88th Street Additional Improvements

- Add bike ramp to transition from existing multi-use path onto 88th Street near Promenade Drive – SUPERIOR
  - Schedule – Spring 2026
- Add concrete transition from bike lane to sidewalk near Campus Drive - LOUISVILLE






# Staff Recommendations

**88th Street Safety Improvements**

- Extend school zone to south of US 36 bridge, reducing speeds on 88th Street during school hours to 20 mph
- Install flex posts on east side of 88th Street to delineate and protect bike lane
  - Monitor traffic conditions during morning peak
- Pursue grant funding for long-term improvements
  - Highway Safety Improvement Program Grant – due Feb. 20 2026
  - Safe Routes to School Grant – will open for applications later this year

# Thank you!

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# Town Council

# Meeting Minutes

## January 26, 2026
## Town Hall Council Chambers
## 124 E. Coal Creek Drive
## 6:00 PM

**Preliminary Matters**

Mayor Mark Lacis called to order the meeting of the Town of Superior Town Council and Superior Metropolitan District No.1 Board of Directors.

a. Pledge of Allegiance

b. 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:**
Town Manager Matt Magley
Town Attorney Nicholas Hartman
Town Clerk Shannon Dujardin

c. Approval of Agenda
Mayor Lacis asked if anyone had any changes to the agenda. No changes were made.
**Motion:** Council Member Cracraft moved to Approve, seconded by Mayor Pro-tem Serbu.
**Vote:** PASSED. 7 - 0, Absent - 0

d. Council Reports

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)

Public comment given by:
Carol Burkett
Marina Rudolph via Zoom

**Project Updates - None**

**Presentations**

a. Presentation - Louisville Library Services Update
Presentation by Brandi Cummings, Director of Cultural Services

**Consent Agenda**

No items were pulled from the consent agenda for further discussion.

**Motion:** Council Member Foster moved to approve the consent agenda, seconded by Council Member Miller.
**Vote:** PASSED. 7 - 0, Absent - 0

a. Approval of Council Meeting Minutes

b. Acceptance of Committee Meeting Notes

c. Consideration of Approval of 2026 Advisory Committee Work Plans for: Open Space Advisory Committee (OSAC), Parks and Recreation Advisory Committee (PARC), and Planning Commission

d. Consideration of Resolution Approving PFAS Litigation Agreement with Baron & Budd, P.C., and Cossich, Sumich, Parsiola & Taylor, LLC

**Executive Session**

**Motion:** Council Member Cracraft moved to enter the Executive Session, seconded by Council Member Shah.
**Vote:** PASSED. 7 - 0, Absent - 0

No Action was taken on the Executive Session items.

a. Executive Session to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), regarding the process for amending Planned Developments in the Town.

b. Executive Session to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), regarding the potential formation of an entertainment district in Downtown Superior.

c. Executive Session to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), and to instruct negotiators and develop a strategy for negotiations, pursuant to C.R.S. 24-6-402(4)(e), regarding landscaping features in the Rock Creek Neighborhood.

**Adjournment**

Adjourn at 8:45 p.m.

_____

Mark Lacis, Mayor

_____

Shannon Dujardin, Town Clerk

**Notes**
**Advisory Committee for Environmental Sustainability (ACES)**
**January 8, 2026**
**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 5:33pm
2. Preliminary Matters
    a. Roll Call
        - Present: Jim Zarske, Michelle Gazarik, Miles Hoffman, John Heckman, Patrick Payne
        - Absent: Lisa Barnes
        - Staff Present: Alexis Bullen
    b. Approval of Agenda
        - Michelle G. moves to approve
        - John H. second
        - Unanimously approved
    c. Public Comment (limit 5 minutes/person)
        - None
3. Updates
    a. Town Staff
        - Update on rebates
            - Changing this year and spent all of the 2025 money
            - $20k to superior residents
            - Talking with DRCOG to see if the funds in the current budget can be reallocated to town-specific rebates.
        - Workplan going to council next Monday, Jim will attend. Patrick will also attend.
        - Alexis is going on the 26th to update council on energy code updates to council that were presented to ACES in October
        - Composting at Town facilities update. They have been added back-to-back of house collection again.
        - Jan 31 – family friendly eco leader training 10-11:30 at SCC.

b. Town Council Liaison
    - Moved to later in the meeting to accommodate arrivals. Ultimately canceled as Council liaison could not make meeting.

4. Discussion Items
    a. WaterNow Alliance Project Accelerator: Town Non-Functional Turf
        - Kerry, Victoria and Will to present
        - Alex Haefling – TOS planning department – mapping perspective
            - Map review in room.
        - Discussion of some past efforts that weren't comprehensive
        - Partnership with Waternow aims to create a true strategy to remove non-functional turf. Project Accelerator – 6-to-12-month engagement to develop a 5 year roadmap.
        - Parks will also receive the presentation – Alexis asked for ACES representation
            - Jan 21 at 7pm at SCC
        - SB24-005 limits NFT – including medians, parking lots, etc.
        - First defined functional turf (where it's used for a purpose, including recreation).
        - NFT
            - Adjacent parking lots/islands/permitters
            - Roadway medians, roundabouts
            - Within 10 feet of a public street
            - Slope of 25% or greater (excluding sledding)
            - Adjacent to Town buildings
            - Turf problem areas (native is better suited)
            - Does not extend to private areas (could be considered in the future)
        - Discussion of co-benefits
            - Michelle asked to include infiltration and nature-based solutions in messaging.
        - Discussion of key considerations, past projects, we need to coordinate with other capital projects, budget constraints, public visibility, how public can recreate, etc.
            - Total irrigated turf in TOS: ~207 acres
            - Total NTF: 49.71
        - Maps review
            - Included discussion on messaging and metrics beyond turf area.
                a. Include costs of maintenance, water, etc, pesticides, etc.
                b. Feedback of more color differentiation
                c. Conversation on potential pushbacks from residents re: what constitutes our parks (source of pride)
            - Prioritization
                a. 3-5 NFT Areas over 1-5 years

- Decision Criteria
    a. What is the hardest area to maintain and keep green?
    b. Aligning with other projects that we can piggyback on
    c. Are we causing road/building damage with our watering?
    d. A place where there are invasive weeds
    e. Are there places we're running off pesticides or habitat destruction for potential restoration.
    f. Can we highlight educational opportunities
    g. What are the cost impacts of the replacements?
- Replacement Landscapes
    a. Bring in landscape architect
    b. No plastic landscape
    c. Potentially other functional or engaging elements in public walking spaces
        i. Family friendly
        ii. Public art
    d. Potentially use as demonstration areas for cover crop, trees, etc.
- Near-Term Opportunities
    a. Stop watering unnecessary areas
    b. Coordinate with other projects

b. Eco-Leader January Event
- January 31, hosted at SCC
    - 5 people attended first event
- This event is family friendly
- Carnival like environment 10-10:30
    - 4 stations
        a. Pinball
        b. Spinning wheel
        c. Race sorting
        d. Natural resources matching game
    - 1030-1130 move to long's peak room and eco leader for training – how can families become eco leaders
    - Resource for neighbors to answer questions
- Challenge is getting people to attend
- Reaching out to seniors
- Could we include businesses?
    - Maybe on 2.0
- Kim will share out through Green Star Schools
- Volunteers?
    - Potentially reach out to colleagues in Louisville and Louisville schools
    - Michelle
    - John
    - Alexis
    - Emily

        - Patrick
    - For next meeting, do events for the year
c. ACES event messaging
    - Jim shared a more holistic approach to engaging Town residents around all areas of the SAP
    - Diversify the message to balance at our events
    - Can we have a station/engagement with the public to learn from them rather than quiz them about what they know?
d. ACES Chair and Vice Chair Elections
    - Michelle nominates Jim to continue and John as Vice Chair
        - Patrick seconds
        - Passes unanimously

5. Adjourn 7:16

Action Items:

1) Messaging discussion prior to next meeting at 5pm

Next Meeting: February 12, 2026, at the Superior Community Center

**Meeting Notes**
**Cultural Arts & Public Spaces Committee (CAPS)**
**January 22, 2026**
**6:00 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
   Andrew called the meeting to order at 6:00 p.m.
2. Preliminary Matters
   a. Roll Call
      Present: Andrew Vaughan, Chris Nunes, Liza McKenzie, Ardyce Lebewitz, Sherry Smith
      Absent: Stephanie Coffin,
      Staff Present: Jennifer "JG" Garner, Arts and History Supervisor; Mikaela Gregg, Events and Volunteer Manager
      Council Member Present: Neal Shah
   b. Approval of Agenda
      Andrew motioned to modify the agenda by moving 5b to somewhere in item 6 Discussion Items, and to add a conflict of interest item under Staff Updates.
      Chris moved to approved modified agenda. Ardyce seconded.
      The modified agenda was approved unanimously.
   c. Public Comment (limit 5 minutes/person)
      None.
   d. Guest: Leah Brenner Clack, Executive Director of Streetwise Arts
      Leah was at the meeting to answer questions to help the committee bring her proposal to the Town Council. The committee discussed removing various "walls" in the budget that would help get us closer to a cost that would not require asking businesses to chip in (since that is unlikely). Per Mikaela, she and JG will rework the budget and proposal so that they can bring this to the town council before the next month.
   e. CAPS leadership elections for chair, vice-chair, secretary
      - Andrew nominated Ardyce for secretary and Liza for vice chair.
      - Ardyce nominated Andrew for chair.
      - Chris moved to approve all three, Sherry seconded. *All three elections were approved unanimously*.

Andrew will remain Chair for 2026. Liza is the new Vice Chair and Ardyce is the new secretary.

3. Staff Updates
    a. Final 2025 budget report
    JG relayed final expenditures for 2025 to include partial payment towards a new screen and projector at the Civic Space.
    b. Film series, projection equipment purchase, sound tech expenses
    Per Mikela we got a 12 X 12 screen for Civic Center which will be up for the rest of the screenings after the screening 1/23 (a rental will be used for that screening).
    c. Future CAPS meetings could be moved to Town Hall/Civic Space per construction at SCC. Construction will be starting in May.
    d. McCaslin mural lighting & RCP tunnel repair
    McCaslin mural lighting has been separated from Town Hall and it looks great. RCP tunnel repair has been delayed because the project was grant funded and created complications for covering costs.
    e. Coyote/Hawk and Silencio purchase
    Contracts, agreements, maintenance plans went smoothly.
    f. CAPS conflict of interest discussion
    Sherry had a question regarding CAPS members who are business owners, sell/teach art, and other related potential conflicts of interest. Mikeala read the definition of “conflict of interest” per the TOS policies and how it applies in this case. Overall, it was clarified that there are no conflicts per any current CAPS members but that if there are any concerns or questions to feel free to discuss at a meeting or inquire with staff.
4. General Updates & Debriefing
    a. Updates
        i. Marshall Fire Remembrance Project
        JG explained that things are in motion: Site inspection and soil testing preparations, Boulder County approvals, and that the next MFRS meeting will focus on fundraising.
        ii. Mural video
        JG reported that the current version of the RCP video did not include community feedback as originally requested in the videographer contract. It has been requested for rework to the video since the community engagement opportunity was cancelled (due to artist illness) so interviews with community members will fill that need.
        iii. Description and QR signage project with CAPS/SHC
        JG brought in the finished signpost. It looks great and she explained what a potential placard mount would entail. Chris recommends powder coated aluminum rather than plastic for artist info etc. instead of the standard plastic.
    b. Debriefing
        i. January 12 Town Council meeting per CAPS Work Plan approval
        Andrew outlined that he attended the Council meeting by anticipating potential questions, but the Council agenda item did not get pulled, therefore the Work Plan was approved via

overall consent.

c. Upcoming Events
    i. Friday, January 23, Boulder Film Friends in Superior (BFFs), The Librarians, 6 p.m. at Civic Space
    All set to go. Start time is at 6 p.m. Film will be run with closed captions, JG, Mikaela and Chris discussed final event logistics.
    ii. Friday, February 27, BFFs, Porcelain War, 6 p.m. at Civic Space

5. Work Plan Check-In
    a. Mural festival
    JG brought up SCFD funding eligibility and that CAPS should consider community engagement programming for the film series so that there are educational components. Such programming would greatly help the possibility of an eligibility application to SCFD.
6. Discussion Items
    a. Potential work session with Parks to discuss sculpture location and landscaping in front of Civic Space
    JG let the committee know that we need to designate one (or more) locations for public art in the garden bed outside of the Civic Space due to the soft scaping plan by Parks in the spring. Per Leslie, please meet with Parks before April so that areas are designated prior to any work getting done. JG suggested a sculpture garden that could expand into the entire garden bed area.
    b. ARTery and 2026 art acquisition strategy
    Briefly discussed that mural festival art will support the existing ARTery route. This will be a topic of continued discussion in future meetings.
    c. Digital art exhibition strategy for 2026
    CAPS will continue to consider this in future meetings. Need to figure out not just how to program the screens, but *where*.
    d. BFFs film screenings
    Due to timing of the first film screening, Council member Shah and staff assisted with preliminary funding for a Librarians producer to speak at screening. Andrew motions to pay for a producer appearance fee of $2,250. Chris seconded.
    Motion was unanimously approved.
7. Adjourn
    Andrew moved to adjourn the meeting.
    Chris seconded.
    The meeting was adjourned at 7:57 p.m.

Next meeting: Thursday, February 26, 2026 at the Superior Community Center

**Notes**
**Open Space Advisory Committee (OSAC)**
**January 14, 2026**
**6:00 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 (6:00pm)
2. Preliminary Matters
    a. Roll Call
        - Present: Todd Gleeson, Joann Maneri, Michael Mcdonnell, Kara Neuse, Rita Trainor, Cristi Verbeck, Gordon Sims, Amber Greves. The members present constituted a quorum.
        - Absent: All are present.
        - Staff Present: PROS Director Leslie Clark, Council person Mike Foster and Open Space Ranger Phary Om
    b. Approval of Agenda: approved as amended.
    c. Public Comment (limit 5 minutes/person)
        - No public comment in-person nor online.
3. OSAC Officer Election
    a. Chair Kara Neuse announced her decision not to seek a 5th term as Chair.
    b. The committee elected Todd Gleeson as Chair and reelected Rita Trainor as Vice Chair.
4. OSAC Discussion Items
    a. Staff & Town Council Liaison Updates
        - Phary Om summarized planning for May – August programs and events, including World Migratory Bird Day on May 9th 9am-noon at Purple Park and National Trails Day on June 6th 9am-noon at Coalton Trailhead. Still seeking wildflower expert to host a May Wildflower Walk. Phary reminded OSAC of COSA conference in October 4-7 in Crested Butte. Cristi Verbeck expressed interest. Also, Colorado Partners in the Outdoors conference in April 27-29 in Colorado Springs.

- Leslie Clark reported that Coyote Ridge parking lot construction has been fully permitted and should commence shortly. Leslie reported that the Colson property purchase was scheduled for Council vote next month, followed by annexation and designation as Open Space. The Town and raptor program volunteers had constructed and installed 3 new raptor nests. The Superior Open Space Management Plan was undergoing final editing and may be available for OSAC review and approval next month. In response to Cristi Verbeck, Leslie reported that late fall Open Space mowing in areas adjacent to Calmante, Community Park and elsewhere in Town will likely be an annual fire mitigation activity.
- Council person Mike Foster reported that Goldie's, a new pop-up business serving donuts had opened in Town and Mike purchased and shared samples. He deferred Zaharias Property comments until later in the agenda.

b. Trail Counters Evaluation
   - Phary reviewed counter designs and costs, but will gather more price information and bring the subject back to OSAC in February.

c. Rocky Flats and Hunting
   - Leslie Clark reported that Broomfield Open Space and Trails Department is discussing possible elk hunting on Rocky Flats and Broomfield Open Space to control the increasing elk herd population, which is approximately 600. Informational only. No action required.

d. Town's role in treating Mangy Coyotes
   - Phary summarized conversations with Colorado Parks and Wildlife (CPW), which is the government entity responsible for wildlife management, not Town of Superior.
   - CPW considers using mange treatments for domestic dogs impractical for coyotes, and emphasized that Superior does not have jurisdiction for capturing and/or treating coyotes.

e. Town Council Meeting Issues (7:00)
   - Zaharias property (Wildlife boundary and Prairie Dogs)
     - Several OSAC members attended the Garrett Companies' open house to discuss possible Zaharias property development on January 7th and/or monitored the subsequent own Council discussion of January 12th.
     - OSAC members and members of the public expressed concerns about water quality, setbacks to protect breeding wildfowl on the reservoir, prairie dog relocation, and developer adherence to OSAC's Hodgson-Harris Reservoir (HHR) Habitat Preservation recommendations.
     - OSAC agreed to monitor this issue closely, and review its HHR Preservation document recommendations.

f. Louisville – Superior Joint Open Space Meeting
   - Gordon Sims agreed to serve as OSAC's liaison with City of Louisville's Open Space Advisory Board

g. Proposed Town Wildlife Management Plan
    - Joann Maneri listed roughly a dozen own and OSAC studies and reports dating back as far as 2003 that addressed aspects of wildlife management in Superior, and proposed an effort to consolidate these documents into a formal management plan on the model of the City of Lafayette. Maneri' suggestion met with general approval.
    - Links will be provided to Lafayette's document as a starting point. Leslie opened that this may be a role for a third-party consultant to OSAC for document development, and offered to research cost estimates.

h. OSAC Roundtable
    - Mike Mcdonnell reported on informal consultations with a consultant from Boulder Mountain Bike Alliance on trail development and enhancement. Phary reported on an oral presentation and pending review of the Non-motorized grant application to help fund a Coyote Ridge trail planning consultant. Rita suggested that Coyote Ridge be added as a Standing Update moving forward.
    - In response to a question Leslie reported that late fall's resurfacing and erosion mitigation of many of Superior's non-Coyote Ridge gravel trails is a regularly budgeted activity and OSAC is invited to make recommendations of areas for future attention.

i. Reminders
    - None

5. Standing Updates
    a. Raptor Program
        - Kara Nuese will assume OSAC oversight of this program. An orientation/training session will be held on January 24th 10am-noon in the Community Center – Longs Peak room for new and returning volunteers.
    b. Wildlife Monitoring Program
        - Joann Maneri announced a recent training session which drew two new volunteers. The program now has 40 active members.
    c. Wildfire Update
        - None. See notes for Open Space mowing.
    d. Prairie Dog Plan Update
        - Amber Greves reported on planned updates to this document.
    e. Habitat preservation Update
        - Leslie reported that Mile High Flood District (MYFD) was still working on the Rock Creek Corridor revegetation plan and speculated that site walks may occur in March.
    f. Grant Asks
        - See Coyote Ridge topic under 4.h. above
    g. Communications Update
        - None
6. Adjourn. Meeting adjourned at 8:10pm.

**Meeting Notes**
**Superior Historical Commission (SHC)**
**Friday, January 16, 2026**
**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 – meeting called to order at 10:01 a.m.
2. Preliminary Matters
    a. Roll Call
    Present: Larry Dorsey, Karen Waligorski, Errol (Wally) Waligorski, Mary Cartwright, Dalton Valette (via Zoom), Jill Roberts, Susan Stanish, Scott Phillips
    Not present: Maureen Hogg
    Staff Present: Jennifer "JG" Garner, Arts & History Supervisor
    Town Council representative present: Heather Cracraft (via Zoom)
    b. Approval of Agenda – motion to approve by Karen and seconded by Mary; agenda approved
    c. Public Comment (limit 5 minutes/person) – none
    d. SHC leadership elections for chair, vice-chair, secretary
        i. The group voted for Dalton and Larry to continue as co-chairs; Karen to continue as Vice Chair, Susan and Mary to continue in their co-secretary roles.
3. General Updates, & Debriefing
    a. Updates
        i. Correspondence, completed/required
            - Mary: we sent thank you notes to the Schneider Building company for donating shingles for the outhouse, and to the Affleck's and the Questers for their assistance, and to Burton Lee for the donation of the Drumm map.
            - Larry sent a thank you to Broomfield for the donation of the outhouse and a photo to show them how it looks after updates
        ii. Marshall Fire Remembrance, all advisory group subcommittee, via CAPS
            - Dalton: activities of the subcommittee are moving forward
        iii. RFI log and Mass Media list – no updates

iv. Volunteer(s) – Nancy Thomas is out of town a lot but we will correspond with her to keep her involved in museum and cemetery open days; same with Jeanne Barrett
v. Donor(s), Lions Club, & recent donations
    - JG: Bob McCool said via email that he is locating the login information for the screens and then will be ready to hand them back to us
    - Karen: a year ago Maureen's cousin Deb Autrey offered us some pictures but she has not gotten back with us. Karen checked in with her again and she said she would get back to Karen on a date when she could do that. The group discussed how they might be scanned; this would depend on their size, quality, etc. Karen will get back to us when she hears from Deb again.
vi. QR code signage and partnership with CAPS
    - Dalton: the goal is to get this going during Q1 of this year.
    - JG showed photos of the stands. Some will be for CAPS use and some for SHC. Two have Lions Club logo on them and will be in Asti. Dalton made some suggestions as to where the SHC signs could go.

b. Debriefing
    i. January 9 work session with Communications
        - Dalton: the session went well and the interviewing process was informative.
        - JG: Larry, Dalton, and Jack Bowes participated. Mary joined as well. To recap, the Spring edition of Hello Superior will have a feature on the cemetery. This is a lead up to the Superior 130 celebration. There will be another story in the following edition about early life in Superior
    ii. Heritage Roundtable and ANFRM
        - Heritage Roundtable (Larry): CU has a museum on the top floor of Old Main that is having to be relocated to another part of campus during renovations. Their main Museum of Natural History has now reopened after its renovations.
        - ANFRM (Mary): the most recent meeting was mainly a communications meeting; next meeting date is February 23 and others are set for the next few months. Jill suggested we might offer to host a meeting later in the year, perhaps an adult version of our 2nd grade field trip. Jill also suggested we could add updates on History Colorado activities to this section as well. The group discussed that the re-collection and re-building effort that we had to do after the fire could be a good topic for us to present at an ANFRM meeting (these happen every other month). Jill will approach History Colorado about potentially also speaking at this meeting about their fire recovery topic.

- Mary: as an FYI, April 12 – Arvada is celebrating the 100th anniversary of the opening of their flour mill

4. Work Plan Check-in
    a. Discussion Items
        i. Quarterly open cemetery dates
            - Possible dates: prefer March 7 or if weather is bad that day move to April 4 (first Saturday to coincide with museum open days); later dates to be determined
        ii. Collection management
            - Jill: all donation lists are entered through 2025; all scanned forms are entered. We are ready to keep going with filling out details in CatalogIt.
        iii. Purchases for military uniform needs (vote)
            - Larry offered to follow up with Veterans Museum in Broomfield to see if they have any deaccessioned items (particularly campaign ribbons) they could contribute. We will table the vote on expenditures until we know what we may still want.
        iv. Exhibiting small kitchen utensils and Drumm map
            - Utensils: Mary asked about where we might have a rotating exhibit of the kitchen utensils, perhaps a peg board on the wall, since we have too many to display at once. The space above the sink might be too small. The group brainstormed possible ways and places of displaying the utensils. Mary suggested that the volunteers at Asti on the next open day get out the utensils and discuss where they might go.
            - The Drumm map: Larry contacted Katie Olsen and Paul Gibbs about how best to display it; Katie suggested having a Plexiglas cover. Paul has not responded yet. We could also mount it in a shadow box so it would have depth.
        v. Quarterly work session for cemetery walk and recommended maintenance
            - Mary: there are holes in the ground in the cemetery and a problem with a weed called the Common Mullein. JG will bring this to Vargas' attention and SHC will revisit the issue of a work session at the cemetery at a later date. JG mentioned there are irises that come up annually in the cemetery; she suggested we might ask the Gardeners United volunteer group to provide advice and/or help with them and possibly also with planting hollyhocks near the outhouse at Asti.
            - JG also raised the issue that one of the headstones (Lottie's) continues to erode and is becoming increasingly harder to read. Larry will contact someone at the Columbia Cemetery about ideas for maintaining or protecting it.
        vi. Spring Program

- Larry reached out to the proposed speaker but has not heard back yet. As backup, Mary suggested we engage someone like Jack Bowes to speak. Larry suggested maybe Jim Lastoka and Jack could be part of a panel discussion, if they are up for it.

vii. Historic Walk
- This will be Saturday, May 2, after our museum open time. Starting location will be Grasso Museum.

b. Upcoming Events
i. February 7 open museums, 10 a.m. - 2 p.m. Larry is not available. The group worked out coverage for the museums.
ii. February 11-13, CPI (Colorado Preservation Inc.) Conference at DoubleTree in Denver. Karen has a brochure about the meeting and Susan sent a link to the conference website. The group approved up to $800 expense for attendance by SHC members.
iii. February 13, work session, 10 a.m. (possibly rescheduled due to CPI conference, TBD)
iv. FYI: Mount Vernon event at History Colorado, May 4
- Dalton provided information about this; postcards about it are at the museums

5. Staff Updates
i. JG update on meeting agendas: the town has a new process for how the agendas are submitted to the communications team and how those are transmitted to email, etc. She now has to submit the agenda an entire week before the meeting so in future she will need to call for agenda items farther in advance.
ii. Hello Superior Q2 cemetery feature and upcoming preparation for Q3 content per Superior 130
iii. Future SHC meetings could be moved to Town Hall per construction at SCC - TBD
iv. Monitor screens – discussed earlier in the meeting

6. Other
a. JG sent photos (thanks to CatalogIt images) of lunch box and shovel to our artist for the miner sculpture.
b. JG reported that Liam from Facilities found some shingles on the ground near Asti that were from the top cap of the building. He has put them back and will keep an eye out for more in times of high wind. He recommends that we begin using the alarm for the building. JG will test and make sure we all know how to use it.
c. Jill: regarding revisiting the potential for working with DAR for a grant (must be non-profit entity) – she will let them know we are still exploring how we could make this work.
d. JG also raised the question of whether we might want to reschedule our holiday celebration – we decided to revisit this another time.
e. Larry mentioned outreach to Eggleston and Gabriella regarding some of their potential donations. Mary said she would go with Larry to see the items and others may also join.

7. Adjourn – motion to adjourn made by Jill and seconded by Scott. Meeting adjourned at 12:05 p.m.

Next meeting: Friday, February 20, 2026, at the Superior Community Center

## Item Number:3.c.

**Information for Meeting of the Superior Town Council**

| | |
|---|---|
| **Agenda Item Name:** | Proclamations for Outgoing Advisory Committee Members |
| **Meeting Date:** | February 9, 2026 |
| **Presented By:** | Matt Magley, Town Manager |
| **Presented For:** | Presentation |

**Background:**
It is the Town's practice to recognize Advisory Committee members for their service. A proclamation has been prepared for this Town Council meeting to recognize committee members who have completed a minimum of a full term of service:

**Planning Commission (PC)**
- Lonny Rose – Served from 2020 to 2025; completing one partial term and one full term of service.

**Parks and Recreation Advisory Committee (PARC)**
- Saadia Aurakzai-Foster – Served from 2021 to 2025; completing one partial term and one full term of service.

**Open Space Advisory Committee (OSAC)**
- Tracey Bain – Served from 2021 to 2025; completing one partial term and one full term of service.

The Town appreciates the service to the residents of Superior through their dedication and time commitment while serving on an advisory committee. Their representation and service will be missed by the members of the committee, the Mayor, Town Council, and Town Staff. These Proclamations serve to officially recognize them for their service to the Town of Superior and its residents.

**Recommendation:**
Presentation of Proclamations

**Budget Implications:**
None

**Motion:**

**Attachments:**

1. Lonny Rose Proclamation
2. Saadia Aurakzai-Foster Proclamation
3. Tracey Bain Proclamation

***A PROCLAMATION OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR IN APPRECIATION OF THE SERVICE OF LONNY ROSE***

**WHEREAS, Lonny Rose** was a resident of the Town of Superior and has been a strong advocate for the residents of Superior through volunteering to serve on the Planning Commission and is to be commended for his effort to help make our community a better place; and

**WHEREAS, Lonny Rose** was appointed to the Planning Commission in 2020 and continued to serve on the Committee until 2025; and

**WHEREAS, Lonny Rose** generously shared his skills and dedication by taking an active role in shaping the future of the Town of Superior; and

**WHEREAS,** The Town of Superior has benefited from Lonny's volunteered time and energy and thoughtful participation on the Planning Commission.

***NOW, THEREFORE, THE TOWN OF SUPERIOR HEREBY PROCLAIMS ITS APPRECIATION TO LONNY ROSE FOR HIS SIGNIFICANT CONTRIBUTION TO THE COMMUNITY AND FOR HIS SERVICE ON THE PLANNING COMMISSION.***

**ADOPTED** this 9th day of February 2026.

_____
Mark Lacis, Mayor

***A PROCLAMATION OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR IN APPRECIATION OF THE SERVICE OF SAADIA AURAKZAI-FOSTER***

**WHEREAS, Saadia Aurakzai-Foster** is a resident of the Town of Superior and has been a strong advocate for the residents of Superior through volunteering to serve on the Parks and Recreation Advisory Committee and is to be commended for her effort to help make our community a better place; and

**WHEREAS, Saadia Aurakzai-Foster** was appointed to the Parks and Recreation Advisory Committee in 2021 and continued to serve on the Committee until 2025; and

**WHEREAS, Saadia Aurakzai-Foster** generously shared her skills and dedication by taking an active role in shaping the future of the Town of Superior; and

**WHEREAS,** The Town of Superior has benefited from Saadia's volunteered time and energy and thoughtful participation on the Parks and Recreation Advisory Committee.

***NOW, THEREFORE, THE TOWN OF SUPERIOR HEREBY PROCLAIMS ITS APPRECIATION TO SAADIA AURAKZAI-FOSTER FOR HER SIGNIFICANT CONTRIBUTION TO THE COMMUNITY AND FOR HER SERVICE ON THE PARKS AND RECREATION ADVISORY COMMITTEE.***

**ADOPTED** this 9th day of February 2026.

_____
Mark Lacis, Mayor

***A PROCLAMATION OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR IN APPRECIATION OF THE SERVICE OF TRACEY BAIN***

**WHEREAS, Tracey Bain** is a resident of the Town of Superior and has been a strong advocate for the residents of Superior through volunteering to serve on the Open Space Advisory Committee and is to be commended for her effort to help make our community a better place; and

**WHEREAS, Tracey Bain** was appointed to the Open Space Advisory Committee in 2020 and continued to serve on the Committee until 2025; and

**WHEREAS, Tracey Bain** generously shared her skills and dedication by taking an active role in shaping the future of the Town of Superior; and

**WHEREAS,** The Town of Superior has benefited from Tracey's volunteered time and energy and thoughtful participation on the Open Space Advisory Committee.

***NOW, THEREFORE, THE TOWN OF SUPERIOR HEREBY PROCLAIMS ITS APPRECIATION TO TRACEY BAIN FOR HER SIGNIFICANT CONTRIBUTION TO THE COMMUNITY AND FOR HER SERVICE ON THE OPEN SPACE ADVISORY COMMITTEE.***

**ADOPTED** this 9th day of February 2026.

_____
Mark Lacis, Mayor

## Item Number:3.d.

**Information for Meeting of the Superior Town Council**

| | |
|---|---|
| **Agenda Item Name:** | Consideration of a Resolution - Approving a Change Order to the Agreement with JR Engineering for the Marshall/McCaslin Intersection Improvements Project Design |
| **Meeting Date:** | February 9, 2026 |
| **Presented By:** | Christine Katz, Civil Engineer |
| **Presented For:** | Action<br>Approval |

**Background:**
The 2025 and 2026 Superior McCaslin Interchange Metropolitan District (SMID) Capital Improvements Budget includes funds for the design and construction of the Marshall Road and McCaslin Blvd Intersection Improvements Project. This project includes adding a dedicated eastbound through lane on Marshall Road at the intersection with McCaslin Boulevard.

The Professional Service Agreement (PSA) with JR Engineering for the project design was approved in October 2025. Change Order #2 allows for additional design support for CDOT and EDA coordination and requirements, bidding services by the engineer which are required by the EDA, and engineering services during construction like reviewing submittals, responding to requests for information, and performing engineering inspections.

**Schedule:**
There has been a slight delay in schedule due to CDOT coordination at the beginning of the project. Bid Advertisement for construction is scheduled to be posted June 8, 2026 and construction is scheduled for late July through mid-November. Change Order #2 has no affect on the current schedule.

**Recommendation:**
Staff recommends approving Change Order #2 to the PSA with JR Engineering in the amount of $49,075 for additional services during design and construction of the Marshall/McCaslin Intersection improvements bringing the total contract amount to $185,935.00.

**Budget Implications:**
JR Engineering's original design fee approved in October 2025 for the professional service

agreement is $132,860.00. Since then, Staff has approved Change Order #1 for $4,000 for additional traffic analysis. Staff is requesting approval of Change Order #2 for $49,075. This change order includes additional design support for CDOT and EDA coordination/requirements, bidding services by the engineer that are required by the EDA, as well as engineering services during construction. This brings the total cost for all Engineering/Design services from JR Engineering to $185,935.

This change order does not put the project over budget and includes work necessary to complete this project.

The total project costs for design, construction management, grant management, and construction are estimated to be $1,561,172.25. The Economic Development Administration (EDA) grant will fund 80% of the project up to $1,248,937.80. The remaining 20% Town match is $312,234.45. Boulder County will contribute $100,000 to the project in 2026 as part of the transportation sales tax fund that will apply to the Town's match. Therefore, the Town's estimated cost for this project is estimated to be $212,234.45.

**2026 Budget Breakdown – McCaslin/Marshall Intersection Project**

| Project | Year | 2026 Budget | Design Fee | Grant Funding | Town Match |
|---|---|---|---|---|---|
| **Marshall/McCaslin** | 2025-26 | $1,561,172.25 | $185,935.00 | $1,348,937.80* | $212,234.45 |

*Includes $100,000 in Boulder County funding

**Motion:**
Move to adopt a Resolution approving Change Order #2 to the Agreement with JR Engineering for additional services during design and construction of the Marshall Road/ McCaslin Blvd Intersection Improvements Project in the amount of $49,075.00.

**Attachments:**
1. Attachment 1 - Resolution
2. Attachment 2 - Agreement for Professional Services - JR Engineering - Update with CO 1 and 2

**Town of Superior**
**Resolution Number R-8**
**Series 2026**

**A Resolution of the Town Council of the Town of Superior approving Change Order #2 to Professional Services Agreement with JR Engineering for the design of the Marshall-McCaslin Intersection Improvements Project**

**Whereas,** the Town Council finds it in the best interest of the public health, safety and welfare of the Town to add additional design support for state and federal agency coordination, bidding services, and engineering services during design to the existing Professional Services Agreement with JR Engineering for the design of the Marshall-McCaslin Intersection Improvements Project.

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

**Section 1.** Change Order #2 to the Professional Services Agreement between the Town and JR Engineering in the amount of $47,075.00 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 updated Professional Services Agreement on behalf of the Town.

**Adopted this 9th day of February, 2026.**

_____

Mark Lacis, Mayor

**Attest:**

_____

Shannon Dujardin, Town Clerk

# AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this 13th day of October, 2025 (the "Effective Date") and updated on this 9th day of February, 2026, 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 JR Engineering, an independent contractor with a principal place of business at 7200 South Alton Way, Suite C400, Centennial, CO 80112 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

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

## I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

## II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

## III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor ~~$132,860~~ $185,935. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction

of the Town. The updated amount includes the added costs from Change Order #1 and Change Order #2.

## IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under the Scope of Services.

D. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Clean Water Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

E. Contractor shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to Contractor's noncompliance with such accessibility standards.

## V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by

the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

## VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

## VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of $1,000,000 each claim and $2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

## VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

## IX. 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 pre-paid, 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 or 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.

K. *Subject to Annual Appropriation*. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

## XI. FEDERAL PROVISIONS

A. *General*. The Parties acknowledge that the Agreement is subject to the provisions of 2 C.F.R. Part 200 for projects funded in whole or in part by federal funds and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq*.) for projects resulting from Declared Presidential Disasters.

B. *Equal Employment Opportunity*.

1. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include without limitation the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

4. Contractor shall send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Contractor shall furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor pursuant thereto, and shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of Contractor's noncompliance with this section, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. Contractor shall include these provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, so that such provisions will be binding upon each subcontractor or vendor. Contractor shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

C. *Davis-Bacon Act and the Copeland "Anti-Kickback" Act*. Contractor shall comply with 40 U.S.C. § 3141-3144 and 40 U.S.C. § 3146-3148, as supplemented by 29 C.F.R. Part 5. set forth below.

1. Minimum Wages.

a. All laborers and mechanics will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. Part 3)), the full amount of wages and *bona fide* fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under § 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics. Regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by Contractor and subcontractors at the work site in a prominent and accessible place where it can be easily seen by workers.

b. Contractor shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under this Agreement shall be classified in conformance with the wage determination. Contractor shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

i. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

ii. The classification is utilized in the area by the construction industry; and

iii. The proposed wage rate, including any *bona fide* fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

c. If Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and Contractor agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by Contractor to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. T he Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise Contractor, or notify Contractor that additional time is necessary.

2. If Contractor and the laborers or mechanics to be employed in the classification or their representatives do not agree on the proposed classification and wage rate (including

the amount designated for fringe benefits, where appropriate), Contractor shall refer the questions, including the views of all interested parties and the recommendation of Contractor, to the Administrator for determination. The Administrator or an authorized representative will issue a determination within 30 days of receipt and so advise Contractor or will notify Contractor that additional time is necessary.

3. The wage rate (including fringe benefits where appropriate) determined pursuant to this Section shall be paid to all workers performing work in the classification under this Agreement from the first day on which work is performed in the classification.

4. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor shall either pay the benefit as stated in the wage determination or shall pay another *bona fide* fringe benefit or an hourly cash equivalent thereof.

5. If Contractor does not make payments to a trustee or other third person, Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided that that the Secretary of Labor has found, upon the written request of Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

6. The Town shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from Contractor under this Agreement or any other federal contract with Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements that is held by Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, the Town may, after written notice to Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Payrolls and basic records.

a. Payrolls and basic records relating thereto shall be maintained by Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in § 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably

anticipated in providing benefits under a plan or program described in § 1(b)(2)(B) of the Davis-Bacon Act, Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. If Contractor employs apprentices or trainees under approved programs, Contractor shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. Submittals.

i. Contractor shall submit weekly for each week in which any work is performed a copy of all payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal funding agency. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only include an individually identifying number for each employee. The required weekly payroll information may be submitted in any form desired. Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractor and subcontractors shall maintain the full social security number and current address of each covered worker, and shall submit them to the Town for transmission to the federal funding agency, Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for Contractor to require a subcontractor to provide addresses and social security numbers to Contractor for its own records, without weekly submission to the sponsoring government agency or the applicant, sponsor, or owner.

ii. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by Contractor or subcontractor or their agent who pays or supervises the payment of the persons employed under the Agreement, certifying the following: that the payroll for the payroll period contains the information required to be provided under § 5.5(a)(3)(ii) of 29 C.F.R. Part 5, the appropriate information is being maintained under § 5.5(a)(3)(i) of 29 C.F.R. Part 5, and that such information is correct and complete; that each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Agreement during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3; and that each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Agreement.

iii. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance".

iv. The falsification of any of the above certifications may subject Contractor or any subcontractor to civil or criminal prosecution under 31 U.S.C. § 231.

c. Contractor or subcontractor shall make the records required by this section on available for inspection, copying, or transcription by authorized representatives of the federal funding agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

8. Apprentices and trainees.

a. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid

in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, Contractor shall no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

9. Contractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the federal funding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. 5.5.

10. A breach of the clauses in 29 C.F.R. 5.5 may be grounds for termination of this Agreement, and for debarment as provided in 29 C.F.R. 5.12.

11. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this Agreement.

12. Disputes concerning the labor standards provisions of this Agreement, including disputes between Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives, shall be resolved in accordance with 29 C.F.R. parts 5, 6, and 7.

13. Certification of eligibility.

a. Contractor certifies that neither it nor any person or firm who has an interest in Contractor is a person or firm ineligible to be awarded government contracts by virtue of § 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

b. No part of this Agreement shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of § 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

D. *Contract Work Hours and Safety Standards Act*. Contractor shall comply with the following:

1. Neither Contractor nor any subcontractor employing laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which they are employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

2. In the event of any violation of the clause set forth in subsection (1) hereof, Contractor and any subcontractor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subsection (1) hereof, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of required overtime wages required.

3. The Town shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages.

4. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Section and also a clause requiring the subcontractors to include these clauses in any

lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with this Section.

5. The requirements of 40 U.S.C. § 3704 apply. No laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

E. *Rights to Inventions Made*. If the federal award providing funding for this Agreement meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and this Agreement is between the Town and a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under such funding agreement, the Parties shall comply with and be bound by 37 C.F.R. Part 401 and any implementing regulations issued by the awarding agency.

F. *Clean Air Act and Clean Water Act*. Contractor shall comply with the Clean Water Act and shall report each violation to the Town, and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the State of Colorado, the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office, and shall require all subcontractors to these requirements in each subcontract exceeding $100,000 financed in whole or in part with a federal award. Contractor shall comply with the Federal Water Pollution Control Act and shall report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the State of Colorado, federal awarding agency, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with a federal award.

G. *Energy Efficiency*. Contractor shall comply with mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201), and shall include this clause in each third-party subcontract financed in whole or in part with federal assistance.

H. *Debarment and Suspension*.

1. Contractor affirms that neither it nor its principals are suspended or debarred or otherwise excluded from procurement by the Federal Government and do not appear in the SAM Exclusions, which is a list maintained by the General Services Administration.

2. If the Agreement is for $25,000 or more:

a. Contractor verifies that neither Contractor nor its principals (defined at 2 C.F.R. §180.995) or affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935);

b. Contractor shall comply with 2 C.F.R. Part 180, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction;

c. This certification is a material representation of fact relied upon by the Town, and if it is later determined that Contractor did not comply with 2 C.F.R. Part 180, subpart C, in addition to remedies available to the State of Colorado and the Town, the Federal Government may pursue available remedies, including without limitation suspension and debarment.

3. Throughout this Agreement, Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C. Contractor agrees to include a provision requiring such compliance in its lower tiered covered transactions.

I. *Byrd Anti-Lobbying Amendment*. Contractors who apply or bid for an award of $100,000 or more shall file the required certification set forth in the Certification Regarding Lobbying for the specific funding source. Each tier certifies to the tier above that it will not and has not used federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

J. *Procurement of Recovered Materials*. In the performance of this Agreement, where the purchase price of a product exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the Agreement performance schedule; meeting Agreement performance requirements; or at a reasonable price. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The list of EPA-designated items is available at https://www.epa.gov/sites/production/files/2016-02/documents/cpg-fs.pdf.

K. *Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms*. If subcontracts are to be let, Contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

L. *Federal Law, Regulations, and Executive Orders.* Contractor acknowledges that funding under this Agreement may include federal, state, and local money, and that financial assistance from federal agencies will be used to fund specific projects under this Agreement only. For those projects, Contractor agrees to comply with all applicable law, rule, regulation, executive order, policies of the applicable federal funding agency, procedure, and directives.

M. *No Obligation by Federal Government*. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the Agreement.

N. *Program Fraud and False or Fraudulent Statements or Related Acts*. Contractor acknowledges that 31 U.S.C. § 38 applies to this Agreement.

O. *Department of Homeland Security Seal, Logo, and Flags*. Contractor shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without FEMA pre-approval.

P. *Housing and Community Development Act*.

1. The work to be performed under this Agreement is subject to Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u (Section 3). The Parties agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. The Parties certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

2. Contractor agrees to send to each labor organization or representative or workers with which Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Contractor's commitments under the Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

3. Contractor shall include the Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. Contractor shall not subcontract with any subcontractor where Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

4. Contractor shall certify that any vacant employment positions, including training positions, that are filled (1) after Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent Contractor's obligations under 24 C.F.R. Part 135.

5. Noncompliance with 24 C.F.R. Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.

6. With respect to work performed in connection with Section 3 covered Indian housing assistance, § 7(b) of the Indian Self-Determination and Education Assistance Act. (25 U.S.C § 450e) applies to the work to be performed under this Agreement and requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties that are subject to the provisions of Section 3 and § 7(b) agree to comply with Section 3 to the maximum extent feasible, but in derogation of compliance with § 7(b).

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

**TOWN OF SUPERIOR, COLORADO**

_____
Mark Lacis, Mayor

ATTEST:

_____
Shannon Dujardin, Town Clerk

**CONTRACTOR**

By: _____

**EXHIBIT A**
**SCOPE OF SERVICES**

During the term of this Agreement, JR Engineering shall perform the duties listed on the fee proposal attached, as directed by the Town. This includes the original proposal fee as well as Change Order #1 and Change Order #2.



# FEE PROPOSAL

SEPTEMBER 19, 2025

## MARSHALL MCCASLIN INTERSECTION - ADDED THROUGH LANE

PREPARED BY

Town of Superior
Gateway to Boulder Valley

J·R ENGINEERING

CIVIL ENGINEERING & PLANNING · CONSTRUCTION SERVICES
LANDSCAPE ARCHITECTURE · SURVEYING · TRANSPORTATION · WATER RESOURCES

SERVICE • EXPERTISE • QUALITY

J·R ENGINEERING

Fee Schedule & Resource Allocation
Town of Superior
Marshall McCaslin Intersection- Added Through Lane
Superior Project No. PW2025-10

| TASKS | WORK ITEM | Manager / Group Lead | Project Lead | Project Engineer/ Surveyor | Engineer/ Surveyor | SUE Locating Crew (1 Person) | Two-Man Field Survey | Sub-Consultant | Direct Expense | Totals |
|---|---|---|---|---|---|---|---|---|---|---|
| | | $200 | $175 | $155 | $140 | $165 | $190 | L.S. | L.S. | |
| | **Project Management** | | | | | | | | | **$14,400** |
| 100 | Project Management | | | | | | | | | $14,400 |
| 101 | Attend On-site Kickoff and Scoping Meeting with Town + Agenda and Minutes | 6.0 | 4.0 | | | | | | | $1,900 |
| 102 | Attend Monthly Progress Meetings with Town (4 Meetings)(Virtually) | 16.0 | 4.0 | | | | | | | $3,900 |
| 103 | Attend 60% Review Meeting with Town + Agenda and Minutes | 6.0 | 4.0 | | | | | | | $1,900 |
| 104 | Attend 90% Review Meeting with Town + Agenda and Minutes | 6.0 | 4.0 | | | | | | | $1,900 |
| 105 | Project Management (Assumed 1 Hour Per Week for 6 months) | 24.0 | | | | | | | | $4,800 |
| | **Data Collection** | | | | | | | | | **$27,285** |
| 200 | Engineering Research and Survey | | | | | | | | | $27,285 |
| 201 | Collect Available Data | 0.5 | 2.0 | | 2.0 | | | | | $730 |
| 202 | Prepare Exhibits and Coordinate Field Work | 0.5 | 2.0 | | 6.0 | | | | | $1,290 |
| 203 | Prepare Boundary, Survey Control + Property Research | 0.5 | 2.0 | 4.0 | | | 6.0 | | | $2,210 |
| 204 | Meetings with Utility Companies and Coordination | 4.0 | 6.0 | | 4.0 | | | | | $2,410 |
| 205 | Perform Topographic and Planimetric Survey | | 2.0 | 4.0 | | | 16.0 | | $1,500 | $5,510 |
| 206 | Conduct SUE Investigation - QL-B | 2.0 | 6.0 | | | 16.0 | | | | $4,090 |
| 207 | Prepare Base Map | 0.5 | 2.0 | | 8.0 | | | | | $1,570 |
| 208 | Prepare QL-B SUE Plans | 2.0 | 6.0 | | 20.0 | | | | | $4,250 |
| 209 | Geotechnical Investigation and Report (AG Wassenaar) | | | | | | | $5,225 | | $5,225 |
| | **Preliminary Design** | | | | | | | | | **$46,515** |
| 300 | 60% Plans and Cost Estimate | | | | | | | | | $46,515 |
| 301 | Finalize Horizontal and Vertical Design | 2.0 | 20.0 | 6.0 | | | | | | $4,830 |
| 302 | Prepare Cover Sheet and Standard Plans List | | | | 2.0 | | | | | $280 |
| 303 | Prepare General Construction Notes | | | | 2.0 | | | | | $280 |
| 304 | Prepare Roadway Typical Sections | 0.5 | 2.0 | | 8.0 | | | | | $1,570 |
| 305 | Prepare Tabulations of Quantities and SAQ | 1.0 | 6.0 | | 12.0 | | | | | $2,930 |
| 306 | Prepare Survey Control Diagram and Survey Tabulation | | 0.5 | | 4.0 | | | | | $648 |
| 307 | Prepare Demolition and Utility Plans | 1.0 | 2.0 | | 12.0 | | | | | $2,230 |
| 308 | Prepare Signing and Striping Plans | 0.5 | 2.0 | | 12.0 | | | | | $2,130 |
| 309 | Prepare Traffic Signal Modification Plans | 0.5 | 2.0 | | 8.0 | | | | | $1,570 |
| 310 | Prepare Landscaping Plans | 0.5 | 2.0 | | 8.0 | | | | | $1,570 |
| 311 | Prepare Roadway Plan and Profiles | 1.0 | 4.0 | | 16.0 | | | | | $3,140 |
| 312 | Prepare Intersection and Curb Ramp Grading Plans | 1.0 | 4.0 | | 12.0 | | | | | $2,580 |
| 313 | Prepare Details | | 0.5 | | 4.0 | | | | | $648 |
| 314 | Prepare Erosion and Sediment Control Plans & SWMP | 1.0 | 2.0 | | 16.0 | | | | | $2,790 |
| 315 | Prepare Initial Traffic Control and Phasing Plans | 4.0 | 8.0 | | 20.0 | | | | | $5,000 |
| 316 | Hydrologic Analysis of Storm Sewer System | 0.5 | 6.0 | | 8.0 | | | | | $2,270 |
| 317 | Hydraulic Analysis/Modeling of Storm Sewer System | 0.5 | 4.0 | | 8.0 | | | | | $1,920 |
| 318 | Prepare Storm Sewer Plan & Profiles, Details | 1.0 | 6.0 | | 16.0 | | | | | $3,490 |
| 319 | Prepare Preliminary Drainage Report | 2.0 | 8.0 | | 6.0 | | | | | $2,640 |
| 320 | Prepare (60%) Specifications | 2.0 | 8.0 | | | | | | | $1,800 |
| 321 | Prepare (60%) Cost Estimate | 0.5 | 4.0 | | 10.0 | | | | | $2,200 |
| | **Final Design** | | | | | | | | | **$33,560** |
| 400 | 90% Plans and Cost Estimate | | | | | | | | | $22,040 |
| 401 | Address 60% Comments and Prepare 90% Plans | 8.0 | 24.0 | | 80.0 | | | | | $17,000 |
| 402 | Prepare Final Drainage Report | 1.0 | 4.0 | | 8.0 | | | | | $2,020 |
| 403 | Prepare (90%) Specifications | 2.0 | 6.0 | | | | | | | $1,450 |
| 404 | Prepare (90%) Cost Estimate | 0.5 | 2.0 | | 8.0 | | | | | $1,570 |
| 500 | 100% Plans and Cost Estimate | | | | | | | | | $11,520 |
| 501 | Address 90% Comments and Prepare 100% Plans | 4.0 | 16.0 | | 40.0 | | | | | $9,200 |
| 502 | Prepare (100%) Specifications | 2.0 | 2.0 | | | | | | | $750 |
| 503 | Prepare (100%) Cost Estimate | 0.5 | 2.0 | | 8.0 | | | | | $1,570 |
| | DESIGN TOTAL: | 106 | 191 | 14 | 368 | 16 | 22 | $5,225 | $1,500 | $121,760 |
| 1000 | Optional Scope | | | | | | | | | |
| 1001 | Subsurface Utility Engineering (QL-A Test Holes + Report) (Cost per Test Hole) | | | | 4.0 | | | $1,500 | | $2,060 |
| 1002 | Legal Descriptions (Cost Per Legal) | | | | | | | | $800 | $800 |

| Professional Office Personnel | Hourly Rate |
|---|---|
| Clerical | $90 |
| Design Engineer \| Designer \| Surveyor | $140 |
| Project Engineer \| Project Designer \| Project Surveyor | $155 |
| Project Lead Engineer \| Project Lead Designer \| Project Lead Surveyor | $175 |
| Project Manager \| Client Manager | $200 |
| Technical Manager/Director | $215 |
| Principal | $250 |
| Expert Witness | $350 |

| Professional Field Services Personnel | Hourly Rate |
|---|---|
| Construction Engineer | $140 |
| Project Construction Engineer | $155 |
| Project Construction Lead \| Project Field Survey Lead | $165 |
| Project Construction Manager \| Project Field Survey Manager | $180 |
| Survey Crew (1 Person) | $140 |
| Survey Crew (2 Person) | $190 |
| Drone Survey (1 Person) | $250 |
| SUE Locating Crew (1 Person) | $165 |
| SUE Locating Crew (2 Person) | $215 |

| Reimbursable Expenses | |
|---|---|
| Subconsultants | Cost Plus 10% |
| Mileage | $0.70/mile |

Effective January 1, 2025

November 18, 2025

Christine Katz, PE
Project Manager
Town of Superior – Public Works & Utilities
124 East Coal Creek Drive
Superior, CO 80027

Re: Marshall Road & McCaslin Boulevard Intersection Improvements –
Change Order Request No. 1
Additional Services for Traffic Memorandum

Dear Mrs. Katz:

Thank you for the opportunity for JR to provide this change order request for a Traffic Memo on the Marshall & McCaslin Intersection Added Through Lane project. This will be treated as a supplement to the previous Traffic Impact Analysis by LSC Transportation Consultants, dated May 5, 2022.

This work will reanalyze the effect of the added eastbound through lane on traffic operations, particularly the queue lengths. The attached fee schedule includes the following tasks:

1) Review Available Information
2) Input Data into Synchro
3) Create Exhibits and Graphics
4) Prepare and Review Memo with Results and Conclusion
5) Address Town Comments and Resubmit for Approval

The total fee for this change order is anticipated not to exceed $4,000.00. We are flexible on what work to include in this change order.

If additional information or clarification is needed, please feel free to contact me.

Respectfully submitted,
**JR ENGINEERING, LLC**

Daren A. Sterling

Daren Sterling, PE
Client Manager
Ph: (303) 267-6193
Email: dsterling@jrengineering.com

J-R ENGINEERING

**Fee Schedule & Resource Allocation**
**Town of Superior**
**Marshall Road & McCaslin Boulevard - Change Order #1**

| TASKS | WORK ITEM | Manager / Group Lead | Project Lead | Project Engineer/ Surveyor | Engineer/ Surveyor | SUE Locating Crew (1 Person) | Two-Man Field Survey | Sub-Consultant | Direct Expense | Totals |
|---|---|---|---|---|---|---|---|---|---|---|
| | | $200 | $175 | $155 | $140 | $165 | $190 | L.S. | L.S. | |
| | **Traffic Memo** | | | | | | | | | |
| 210 | Traffic Analysis | 2.5 | 4.5 | 17.5 | | | | | | $4,000 |
| | | | | | | | | | | |
| | **TOTAL:** | **2.5** | **4.5** | **17.5** | | | | | | **$4,000** |

January 20, 2026

J·R ENGINEERING

Christine Katz, PE
Project Manager
Town of Superior – Public Works & Utilities
124 East Coal Creek Drive
Superior, CO 80027

Re: Marshall Road & McCaslin Boulevard Intersection Improvements –
Change Order Request No. 2

Additional Services for EDA Requirements including Design Services During Construction and Bidding Services

Dear Mrs. Katz:

Thank you for the opportunity for JR to provide this change order request for the Marshall & McCaslin Intersection Added Through Lane project. This additional scope is intended to comply with all the requirements set for by the Economic Development Administration (EDA) as well as account for additional requirements from CDOT Region 1.

This additional scope includes the following areas of support:

1) Bidding Services
    a. Attendance at pre-bid and bid opening meetings
    b. Responses to bidder questions and preparing addenda
    c. Review bid tabulations and prepare recommendations for award
2) Design Services During Construction
    a. Attend pre-construction and progress meetings
    b. Respond to RFIs and contractor submittals
    c. Prepare design support / changes during construction
    d. Conduct occasional site visits
    e. Prepare construction as-builts
3) Additional Design Support
    a. Obtain one title commitment
    b. Additional EDA and CDOT requirements, support, coordination, documentation

The total fee for this change order is anticipated not to exceed $49,075.00. We are flexible on what work to include in this change order, so if additional information or clarification is needed, please feel free to contact me.

The hours and rates associated with each task are included in this document for your reference. We look forward to continuing to support the Town through the entirety of this important project.

Respectfully submitted,
JR ENGINEERING, LLC



Eric Lee, PE
Project Manager
Ph: (303) 267-6223
Email: *elee@jrengineering.com*

J-R ENGINEERING

Fee Schedule & Resource Allocation
Town of Superior
Marshall Road & McCaslin Boulevard - Change Order #2

| TASKS | WORK ITEM | Manager / Group Lead | Project Lead | Project Engineer/ Surveyor | Engineer/ Surveyor | SUE Locating Crew (1 Person) | Two-Man Field Survey | Sub-Consultant | Direct Expense | Totals |
|---|---|---|---|---|---|---|---|---|---|---|
| | | $200 | $175 | $155 | $140 | $165 | $190 | L.S. | L.S. | |
| 2000 | Bidding Services | | | | | | | | | |
| 2001 | Attend Pre-Bid Meeting | 3.0 | 3.0 | | | | | | | $1,125 |
| 2002 | Respond to Bidder Questions | 2.0 | 4.0 | | | | | | | $1,100 |
| 2003 | Prepare Bid Addenda | 2.0 | 4.0 | 4.0 | 4.0 | | | | | $2,280 |
| 2004 | Attend Bid-Opening | 3.0 | 3.0 | | | | | | | $1,125 |
| 2005 | Prepare and Submit Tabulation of Bids | 2.0 | 4.0 | 2.0 | | | | | | $1,410 |
| 2006 | Prepare Recommendation Letter for Award | 2.0 | 2.0 | | | | | | | $750 |
| | Subtotal | | | | | | | | | $7,790 |
| 2100 | Design Services During Construction | | | | | | | | | |
| 2101 | Attend Pre-Construction Meeting | 3.0 | 3.0 | 3.0 | | | | | | $1,590 |
| 2102 | Respond to RFIs | 2.0 | 4.0 | 6.0 | | | | | | $2,030 |
| 2103 | Submittal Reviews | 2.0 | 4.0 | 4.0 | 4.0 | | | | | $2,280 |
| 2104 | Attend Construction Progress Meetings (Assumed 12 Meetings) | 12.0 | 12.0 | 12.0 | | | | | | $6,360 |
| 2105 | Prepare Design Changes During Construction | 4.0 | 6.0 | 12.0 | 12.0 | | | | | $5,390 |
| 2106 | Conduct Site Visits During Construction (Assumed 8 Site Visits) | 6.0 | 8.0 | 8.0 | 8.0 | | | | | $4,960 |
| 2107 | Prepare Construction As-Builts + Survey | 3.0 | 4.0 | 6.0 | 16.0 | | 16.0 | | | $7,510 |
| | Subtotal | | | | | | | | | $30,120 |
| 2200 | Additional Design Support | | | | | | | | | |
| 2201 | Obtain 1 Title Commitment | 2.0 | | | | | | | $1,375 | $1,775 |
| 2202 | Additional Coordination for EDA Requirements | 12.0 | 8.0 | | | | | | | $3,800 |
| 2203 | Prepare Property Exhibit for EDA | 2.0 | | 2.0 | 6.0 | | | | | $1,550 |
| 2204 | Additional CDOT Coordination, Fees, Requirements | 4.0 | 8.0 | 4.0 | 8.0 | | | | $100 | $4,040 |
| | Subtotal | | | | | | | | | $11,165 |
| | TOTAL: | 66.0 | 77.0 | 63.0 | 58 | | 16 | | $1,475 | $49,075 |

## Item Number:3.e.

**Information for Meeting of the Superior Town Council**

| | |
|---|---|
| **Agenda Item Name:** | Consideration of a Resolution Approving an Amendment to the Safebuilt Building Inspection Services Agreement |
| **Meeting Date:** | February 9, 2026 |
| **Presented By:** | Renae Stavros, Planning and Building Director |
| **Presented For:** | Approval |

**Background:**
The proposed Second Amendment to the Agreement for Professional Services with SAFEbuilt Colorado, LLC for planning and building services includes changes related to Contractor Licensing and Energy Code Specialist Services. The changes relate to Compensation and to Scope of Services, in connection with the addition of the Town's Contractor Licensing Ordinance adopted in August of 2025, and Energy Code Specialist services for the Denver Regional Council of Governments (DRCOG) Building Policy Collaborative.

**Contractor Licensing:**
In August of 2025, the Town Council voted to approve an Ordinance amending Chapter 6 of the Superior Municipal Code to add a new Article 11 regarding Contractor Licensing. At that time, staff worked with the Town Attorney, Chief Building Official, and Building Permit Technician to draft the Ordinance to incorporate standards for Contractor Licensing, which includes an application and fee process, terms and renewal, license classifications, contractor responsibilities, suspension or revocation, and violation and penalty. Since adoption, staff have developed a Contractor Licensing process that utilizes CommunityCore, the system used by the Town and SAFEbuilt for Building Permitting and Inspection procedures.

The proposed Contractor Licensing Amendments outlined in the attached Resolution and Agreement include compensation to SAFEbuilt for the review and processing of Contractor Licenses in the amount of 50% of all contractor licensing fees, based on the rates adopted by the Town. The 2026 Contractor Licensing fee is $200 for the initial License and $100 for annual renewals. Additional changes included in the proposed Agreement Amendment detail additional contractor licensing duties to be provided by SAFEbuilt in connection with the Contractor Licensing process and procedures developed by the Town. These duties are outlined in Exhibit A-2 under Additional Contractor's Duties for Contractor Licensing.

**Energy Code Specialist:**

In 2024, the Environmental Protection Agency awarded the Denver Regional Council of Governments (DRCOG) nearly $200 million to launch a regional building decarbonization program, including $39 million to support the 59 jurisdictions in the DRCOG region with policy adoption and implementation through a Building Policy Collaborative (BPC). The Town was awarded $300,000 over the next four years to help Superior reduce building-related emissions by implementing above-state-minimum energy codes, evaluating advanced decabonization policies, and supporting full participation in the Building Policy Collaborative. The Town will use its funding for a part-time dedicated staff position and an energy code specific Safebuilt representative (in coordination with Northglenn), as well as for technical assistance and community engagement. This funding will allow Superior to better support future adoption of electric-preferred codes consistent with the Roadmap, while also streamlining permitting, raising community awareness, and meeting consistent regional standards.

The proposed SAFEbuilt Agreement Amendment adds Compensation and Scope of Services for an Energy Code Specialist with SAFEbuilt, to help the Town in meeting the goals of the Building Policy Collaborative, in compliance with the funding requirements outlined by DRCOG. This Compensation and Scope of Services are subject to the funding through DRCOG. There is no Town match or budget requirements for funding the proposed Energy Code Specialist services outlined in the proposed Agreement Amendment.

**Recommendation:**
Approve the proposed Second Amendment to the Agreement for Professional Services with SAFEbuilt Colorado, LLC.

**Budget Implications:**
The Town began processing Contractor Licenses in October 2025, and as of February 3, 2026, has issued 181 Contractor Licenses. Anyone who applied and received a license in 2025 was granted an expiration of December 31, 2026. All existing Contractor Licenses and any new Licenses issued will expire on December 31, 2026, if not renewed.

**Motion:**
Move to approve Resolution R-9 of the Town Council of the Town of Superior, approving the Second Amendment to the Agreement for Professional Services with SAFEbuilt Colorado, LLC.

**Attachments:**
1. SAFEbuilt 2nd Amendment-R020226
2. SafeBuilt 2nd Amend-A020226
3. Superior, CO (Town) Amend One (add-on) Feb2022 - executed (1)
4. Superior Contract_SAFEbuilt Colorado LLC 12-13-2021 (002)

**Town of Superior**
**Resolution Number R-9**
**Series 2026**

**A Resolution of the Town Council of the Town of Superior approving a Second Amendment to the Agreement for Professional Services with SAFEbuilt Colorado, LLC, for planning and building services**

**Whereas**, on December 13, 2021, the Board of Trustees approved an agreement for professional services between the Town and SAFEbuilt Colorado, LLC (the "Agreement");

**Whereas**, on February 14, 2022, the Board of Trustees approved a First Amendment to the Agreement regarding compensation and the scope of services;

**Whereas**, the Town Council wishes to amend the Agreement again by amending compensation and the scope of services.

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

**Section 1.** The Second Amendment to the Agreement for Professional Services between the Town and SAFEbuilt Colorado, LLC, is hereby approved in the form attached hereto. Upon such approval, the Mayor is authorized to execute the Second Amendment to the Agreement on behalf of the Town.

**Adopted this __ day of _____, 2026.**

_____

Mark Lacis, Mayor

**Attest:**

_____

Shannon Dujardin, Town Clerk

# SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES (the "Second Amendment") is made and entered into this ___ day of _____, 2026 (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"), SAFEbuilt Colorado, LLC, an independent contractor with a principal place of business at 3755 Precision Drive, Loveland, CO 80538 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, on December 13, 2021, the Parties entered an Agreement for Professional Services (the "Agreement");

WHEREAS, on February 14, 2022, the Parties entered into an Amendment to the Agreement for Professional Services (the "First Amendment"); and

WHEREAS, the Parties now desire to amend the Agreement again pursuant to this Second Amendment.

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

1. Exhibit A to the Agreement is amended to include addition Services as identified in **Exhibit A-2**, attached hereto and incorporated herein by this reference.

2. Section III of the Agreement is hereby amended to read as follows:

**III. COMPENSATION.**

In consideration for the work performed by Contractor under the Scope of Services, the Town shall pay Contractor 53% of all fees actually collected by the Town for building permits and plan checks. In addition, the Town shall pay Contractor for the following services at the following rates:

- Inspection for which a fee is not collected: $75 per hour with a one-hour minimum.
- Planning manager services: $156 per hour with a one-hour minimum.
- Planning services: $74 per hour with a one-hour minimum.
- Energy code specialist services: $2500 per month in 2026, prorated to the Effective Date; $2200 per month in 2027; and $1400 per month in 2028. Contractor hereby acknowledges and agrees that all payments by the Town to Contractor for energy code specialist services are subject to reception of grant funding from the Town. If in any event the Town ceases to receive such grant funding, the Town shall inform Contractor, the energy code specialist services shall immediately cease, and the Town shall no longer pay Contractor for such energy code specialist services.

In addition, Contractor shall receive 50% of all contractor licensing fees that are collected from third parties upon application for Town contractor licenses. The contractor license fees shall be based upon rates adopted by the Town.

3. All provisions of the Agreement not expressly modified in the First Amendment or this Second Amendment shall remain in full force and effect.

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

**TOWN OF SUPERIOR, COLORADO**

_____
Mark Lacis, Mayor

ATTEST:

_____
Shannon Dujardin, Town Clerk

**CONTRACTOR**

_____

STATE OF COLORADO )
) ss.
COUNTY OF _____ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2026, by _____ as _____ of SAFEbuilt Colorado, LLC.

My commission expires:

(S E A L)

_____
Notary Public

**EXHIBIT A-2**
**ADDITIONS TO SCOPE OF SERVICES**

In addition to the existing Scope of Services in Exhibit A and Exhibit A-1, Contractor shall provide the following additional services as directed by the Town:

Additional Contractor's Duties

*Contractor Licensing:*

- Provide on-site staff for customer service, field inspections and revenue collection services in the administration of the Town's contractor license regulations.
- Issue of licenses and collect fees including maintaining electronic copies of all licenses issued.
- Notify contractors who are operating in the Town and are not licensed in accordance with the Town's policies and procedures.
- Ensure compliance with and collection of business license fees owed by the Town.
- Notify contractors of non-sufficient fund payments within five business days from notification from the Town and perform the resulting collection of the amount due.
- Maintain detailed records of each registered and licensed contractor.
- Manage contractor license renewal notifications, generate corresponding contractor licenses, and perform collection activities of license work.

*Energy Code Specialist Services for Denver Regional Council of Governments ("DRCOG") Building Policy Collaborative Supporting the Town:*

- Provide an onsite and remote Energy Code Specialist supplied by Contractor to support the Town through the DRCOG Building Policy Collaborative, improving energy code compliance, permitting efficiency, plan review quality, and inspection consistency.
- Report monthly operational activities to the Town.
- Assist in preparing DRCOG Building Policy Collaborative deliverables; share data and coordinate regional policy recommendations.

*Other Tasks and Responsibilities:*

- Advise and train permitting staff on intake checklists, mandatory attachments, and common applicant errors to reduce re-submittals.
- Provide guidance for detailed plan reviews for residential and commercial projects, focusing on building envelope, HVAC, lighting, controls, and energy compliance forms.
- Provide support to energy compliance documentation such as REScheck, COMcheck, performance tradeoffs, and compliance modeling.
- Advise and train Inspection staff for Energy Conservation Code.

- Provide support to staff that conduct field inspections tied to energy code items, including envelope air sealing, insulation, fenestration installation, HVAC equipment and ductwork, service hot water systems, and lighting/controls.
- Provide follow-up verification inspections and final energy compliance sign-off where applicable.
- Provide technical assistance and training support.
- Deliver training sessions for Town permitting and inspection staff on Code changes, plan-review best practices, and common compliance pitfalls.
- Offer educational opportunities and technical support to design professionals, contractors, and homeowners to clarify energy code requirements.
- Participate in DRCOG Building Policy Collaborative meetings to share findings, recommend regional code implementation strategies, and align practices across jurisdictions.
- Inform and shape process improvements.
- Draft or update templates, checklists, and guidance documents to improve applicant submittals and enforcement consistency.
- Complete energy code-specific trainings and certifications, staying up to date on state and national energy code policy.

Additional Contractor's Deliverables

- Monthly activity log summarizing permit activity focus on the Building Policy Collaborative.
- Continue to generate inspection reports from Community Core.
- Work with Town staff to provide a quarterly summary report for DRCOG and the Town, highlighting trends, common compliance issues, training delivered, and recommended process or policy changes.
- Provide training materials and attendance records for sessions to Town staff and local stakeholders.
- All work will be completed in conformance with approved DRCOG Climate Pollution Reduction Grant Jurisdictional Subaward plans and specifications.

DocuSign Envelope ID: 84702F85-D681-4292-AB93-2A0B15FDD809

# AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES (the "Amendment") is made and entered into this 14th day of February, 2022 (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"), SAFEbuilt Colorado, LLC, an independent contractor with a principal place of business at 3755 Precision Drive, Loveland, CO 80538 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, on December 13, 2021, the Parties entered an Agreement for Professional Services (the "Agreement"); and

WHEREAS, the Parties now desire to amend the Agreement.

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

1. Exhibit A to the Agreement is amended to include As-Requested Planning Consultation Services as identified in **Exhibit A-1**, attached hereto and incorporated herein by this reference.

2. Section III of the Agreement is hereby amended to read as follows:

**III. COMPENSATION.**

In consideration for the work performed by Contractor under the Scope of Services, the Town shall pay Contractor 53% of all fees actually collected by the Town for building permits and plan checks. In addition, the Town shall pay Contractor for the following services at the following hourly rates:

- Inspection for which a fee is not collected: $75 per hour with a one-hour minimum.
- Planning manager services: $156 per hour with a one-hour minimum.
- Planning services: $74 per hour with a one-hour minimum.

3. All other provisions of the Agreement shall remain in full force and effect, without modification.

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

THE TOWN OF SUPERIOR SEAL COLORADO

**TOWN OF SUPERIOR, COLORADO**

DocuSigned by:
Clint Folsom
03847D2E402D482...

Clint Folsom, Mayor

ATTEST:

Patricia Levya

DocuSign Envelope ID: 84702F85-D681-4292-AB93-2A0B15FDD809

Patricia Leyva, Town Clerk

**CONTRACTOR**

SAFEbuilt Colorado, LLC
Avner Alkhas, CFO

STATE OF COLORADO )
) ss.
COUNTY OF Larimer )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 14 day of February 2022, by Avner Alkhas as Chief Financial Officer of SAFEbuilt Colorado, LLC.

My commission expires:

(S E A L)

Notary Public

MICHELLE ANNE AIKEN
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20214002066
MY COMMISSION EXPIRES JAN 15, 2025

DocuSign Envelope ID: 84702F85-D681-4292-AB93-2A0B15FDD809

# EXHIBIT A-1
# ADDITIONS TO SCOPE OF SERVICES

Additional Contractor's Duties

Contractor shall provide land use consulting services on an as-needed basis, as directed by the Town. These services may include:

- Review of building permit applications for compliance with the Superior Municipal Code;
- Review of land use applications;
- Preparation of staff reports and recommendations to the Planning Commission and Board of Trustees;
- Preparation of land use code amendments;
- Preparation of a new comprehensive plan; and
- Preparation of special studies, including without limitation subarea plans and corridor studies.

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# AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this 13th day of December, 2021 (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 SAFEbuilt Colorado, LLC, an independent contractor with a principal place of business at 3755 Precision Drive, Loveland, CO 80538 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

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

## I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

## II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

## III. COMPENSATION

In consideration for the work performed by Contractor under the Scope of Services, the Town shall pay Contractor 53% of all fees actually collected by the Town for building permits and plan reviews.

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## IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under the Scope of Services.

D. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Clean Water Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

## V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

## VI. INDEPENDENT CONTRACTOR

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Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

## VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of $1,000,000 each claim and $2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

## VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in

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whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

## IX. WORKERS WITHOUT AUTHORIZATION

A. *Certification.* By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. *Prohibited Acts.* Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

C. *Verification.*

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor

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does not stop employing or contracting with the worker without authorization who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under this Agreement.

D. *Duty to Comply with Investigations*. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. *Affidavits*. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

## X. 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 pre-paid, 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 or protections provided by the Colorado Governmental

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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.

K. *Subject to Annual Appropriation*. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

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

THE TOWN OF SUPERIOR SEAL COLORADO

**TOWN OF SUPERIOR, COLORADO**

DocuSigned by:
Clint Folsom
03847D2E402D482...

Clint Folsom, Mayor

ATTEST:

Patricia Leyva, Town Clerk

**CONTRACTOR** - SAFEbuilt Colorado, LLC

By:

Avner Alkhas, CFO

STATE OF COLORADO )
) ss.
COUNTY OF Larimer )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 12 day of January, 2022, by Avner Alkhas as CFO of SAFEbuilt.

My commission expires:

(S E A L)

MICHELLE ANNE AIKEN
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20214002066
MY COMMISSION EXPIRES JAN 15, 2025

Notary Public

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## NO EMPLOYEE AFFIDAVIT

***[To be completed only if Contractor has no employees]***

**1. Check and complete one:**

☐ I, N/A, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Superior (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

**2. Check one.**

☐ I am a United States citizen or legal permanent resident.

*The Town must verify this statement by reviewing one of the following items:*

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

*Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.*

_____ _____

Signature Date

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## DEPARTMENT PROGRAM AFFIDAVIT

***[To be completed only if Contractor participates in the Department of Labor Lawful Presence Verification Program]***

I, SAFEbuilt Colorado, LLC, as a public contractor under contract with the Town of Superior (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

Signature

January 12, 2022
Date

STATE OF COLORADO )
) ss.
COUNTY OF Larimer )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 12 day of Jan, 2022 by Aimee Aikas as CFO of SAFEbuilt.

My commission expires:

(S E A L)

Notary Public

MICHELLE ANNE AIKEN
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20214002066
MY COMMISSION EXPIRES JAN 15, 2025

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# EXHIBIT A
# SCOPE OF SERVICES

Contractor's Duties

During the term of this Agreement, Contractor shall provide plan review and building inspection services as directed by the Town, including the following:

- Professional Municipal Building Department Services. Contractor shall provide professional municipal building services, including all aspects of a full-service building inspections department including acting as the Town's Building Official as well as making recommendations to the Town for Code updates and amendments. Such services shall include without limitation the following:
    - Manage and help administer the department and report to Town's designated official
    - Serve as a professional resource for Town staff, applicants and the Superior community
    - Guide community members through the complexities of the codes in order to obtain compliance
    - Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
    - Assist Town staff in revising and updating Municipal Code to comply with adopted requirements
    - Provide Building Code interpretations for final approval
    - Oversee quality assurance program and ensure agreed upon performance measurements and expectations are met
    - Provide necessary training for inspectors working on Town permits regarding adopted codes and local amendments as needed
    - Attend staff and Board meetings as requested
    - Report all permit-related statistics and responding to requests for information
    - Work with Town staff to establish and/or refine building department processes
    - Issue stop-work notices for non-conforming activities as needed.

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- Building Inspection. Contractor shall provide building inspection services during the course of construction to enforce compliance with the conditions of approval, provisions of the Town's building codes and requirements set forth on the approved plans for which a permit was issued. In the performance of such duties, Contractor shall observe each project at the completion of the various stages of construction for compliance with the appropriate Town or State code. Such services shall include without limitation the following:

    - Utilize an educational, informative approach to improve the customer's experience
    - Perform code compliant inspections to determine that construction complies with approved plans
    - Meet or exceed agreed upon performance metrics regarding inspections
    - Provide on-site inspection consultations to community members and contractors while performing inspections
    - Return calls and emails from permit holders in reference to code and inspection concerns
    - Identify and document any areas of non-compliance
    - Leave a copy of the inspection ticket and discuss inspection results with site personnel
    - Maintain ability to provide inspection services remotely as pandemic-related and other circumstances may dictate.

- Plan Review. Contractor shall review plans prepared by or on behalf of an applicant for compliance with the Town's adopted building codes and applicable State regulations. When satisfied that the plans comply with the applicable codes, Contractor shall approve plans and forward plans to the Town for issuance of a permit. Plan review letter comments shall be specific, detailed, complete, and reference plan sheet numbers and code sections where applicable. Such services shall include without limitation the following:

    - Provide plan review services electronically or in the traditional paper format
    - Review plans for compliance with adopted building codes, local amendments or ordinances, and standard development restrictions including height, setback and lot coverage.
    - Be available for pre-submittal meetings by appointment
    - Coordinate plan review tracking, reporting, and interaction with applicable departments or outside agencies, such as Mountain View Fire, Mile High

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Flood District and Boulder County, in order to avoid approving permits for issuance prior to review by relevant agencies

- Provide feedback as necessary to keep plan review process on schedule
- Communicate plan review findings and recommendations in writing
- Return a set of finalized plans and all supporting documentation
- Provide review of plan revisions and remain available to applicant after the review is complete.

- Emergency Response. In cases of natural disaster, Contractor shall provide emergency disaster response services including without limitation:
  - Rapid assessment of the structural integrity of damaged buildings using appropriate forms
  - Determine whether structures are safe for use or if entry should be restricted or prohibited
  - Post the structure with the appropriate placard
  - Coordinate any disaster or emergency response with the appropriate local, state or federal agency(s)
  - Track all hours and expenses for reimbursement from federal agencies when appropriate
  - Survey construction sites for control of debris hazards
  - Coordinate emergency permitting procedures.

- Tracking and Reporting. At no cost to the Town, Contractor shall provide and utilize hardware and software appropriate for tracking permit applications throughout the review and inspection process. Contractor shall provide Town with access to reports related to individual permit status, permit activity at a given time, historical permit statistics, and other relevant data as requested by the Town. Contractor shall coordinate with Town to develop a mutually agreeable reporting schedule and format.

- Timeframes and Deliverables. Contractor shall perform required work and deliverables according to the following timeframes and schedule:
  - Perform Services during normal Town business hours excluding Town holidays
  - Inspectors shall be dispatched on a daily basis

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- Inspectors shall pick-up and drop-off plans and permits, or retrieve electronic files
- Contractor's staff shall be available by cell phone and email
- Inspections shall generally be completed on a next-business day schedule, including virtual inspection requests
- Provide inspectors with field devices to enter results immediately
- Plan reviews shall be completed as follows:

**Table 1: Plan Review Timeframes**

NOTE: Day 1 = first full working day after receipt of complete planset and all supporting documents

| Project Type | First Comments | Second Comments |
|---|---|---|
| Single-family | 5 working days or less | 5 working days or less |
| Tenant Improvements | 5 working days or less | 5 working days or less |
| Multi-family | 10 working days or less | 7 working days or less |
| Commercial | 10 working days or less | 7 working days or less |
| Large Commercial (over $15M) | 15 working days or less | 10 working days or less |

- Support Services. Contractor shall ensure that adequate and qualified back-up personnel are provided for vacation, sick days, or other absences.
- Plan Check Fees. Contractor shall perform calculation for all building plan check-related fees, based on the Town's adopted fee schedule, as updated. The Town shall process invoicing and billing for plan check-related fees.

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

**Give Form to the requester. Do not send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

SAFEbuilt Colorado, LLC

2 Business name/disregarded entity name, if different from above

Print or type. See Specific Instructions on page 3.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.

3755 Precision Drive, Suite 140

Requester's name and address (optional)

6 City, state, and ZIP code

Loveland, CO 80538

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | - | | | - | | | | |

or

**Employer identification number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 8 | 4 | - | 1 | 4 | 9 | 5 | 5 | 0 | 7 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** | **Signature of U.S. person** ▶ [signature] **Date** ▶ January 7, 2021

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| **PRODUCER**<br>RBN Insurance Services<br>303 E Wacker Dr Ste 650<br>Chicago IL 60601 | **CONTACT NAME:** Symone White<br>**PHONE (A/C, No, Ext):** 312-856-9400 **FAX (A/C, No):** 312-856-9425<br>**E-MAIL ADDRESS:** swhite@rbninsurance.com |
| **INSURED** SAFELLC-01<br>SAFEbuilt Holding Company<br>SAFEbuilt, LLC (See Attached)<br>3755 Precision Drive, Ste 140<br>Loveland CO 80538 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>INSURER A : Hartford Fire Insurance Co. — 19682<br>INSURER B : Hartford Casualty Insurance Co — 29424<br>INSURER C : Great American E&S Ins. Co. — 37532<br>INSURER D : Twin City Fire Insurance Co. — 29459<br>INSURER E : Bridgeway Insurance Company — 12489<br>INSURER F : Navigators Specialty Ins. Co. — 36056 |

**COVERAGES** **CERTIFICATE NUMBER:** 1456473044 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | Y | | 83UENZV3951 | 10/3/2021 | 10/3/2022 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>X HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>X NON-OWNED AUTOS ONLY | | | 83UENPY9100 | 10/3/2021 | 10/3/2022 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| F | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 0 | | | CH21EXC885600IC | 10/3/2021 | 10/3/2022 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 5,000,000<br>$ 5,000,000<br>$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 83WECE0623 | 5/12/2021 | 5/12/2022 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C<br>E | Professional Liability<br>Excess Liab (2nd) Layer | | | TER 2861558<br>8E-A7-XL-0002079-00 | 10/3/2021<br>10/3/2021 | 10/3/2022<br>10/3/2022 | Each Claim/Aggregate<br>Each Occ/Aggregate | 10,000,000<br>5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Superior and the Town's officers, employees, and contractors are Additional Insured with respect to General Liability as required by written contract. 30 days notice of cancellation applies.

**CERTIFICATE HOLDER**

Town of Superior
124 East Coal Creek Drive
Superior, CO 80027

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: SAFELLC-01 LNORTZ

LOC #: 0

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| RBN Insurance Services | SAFEbuilt Holding Company<br>SAFEbuilt, LLC (See Attached)<br>3755 Precision Drive, Ste 140<br>Loveland, CO 80538 |
| POLICY NUMBER<br>SEE PAGE 1 | |
| CARRIER: SEE PAGE 1 — NAIC CODE: SEE P 1 | EFFECTIVE DATE: SEE PAGE 1 |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Named Insureds (continued):
SAFEbuilt Arizona, LLC
SAFEbuilt Carolinas, LLC
SAFEbuilt Colorado, LLC
SAFEbuilt Florida, LLC
SAFEbuilt Georgia, LLC
SAFEbuilt Illinois, LLC
SAFEbuilt Louisiana, LLC
SAFEbuilt New Mexico, LLC
SAFEbuilt Ohio, LLC
SAFEbuilt Oregon, LLC
SAFEbuilt Texas, LLC
SAFEbuilt Michigan, LLC
SAFEbuilt Washington, LLC
SAFEbuilt Wisconsin, LLC
LSL Planning, LLC
Meritage Systems, Inc.

If required by a written contract, the following forms apply on a blanket basis.

General Liability:
Form HG0001 09 16 Additional Insureds; Primary and Non-contributory; Waiver of Transfer of Rights of Recovery Against Others to Us

Auto Liability:
HA9916 0312 Commercial Automobile Broad Form Endorsement includes Additional Insureds and Waiver of Subrogation

Workers Compensation:
WC 00 03 13 Waiver Of Our Right to Recover from Others

ACORD 101 (2008/01)

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# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

**SECTION I - COVERAGES**

**COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**1. Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. **Incidental Medical Malpractice And Good Samaritan Coverage**

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:



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(1) Professional health care services such as:

(a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;

(b) Any health or therapeutic service, treatment, advice or instruction; or

(c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:

(a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or

(b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

**2. Exclusions**

This insurance does not apply to:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**b. Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

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(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. **Pollution**

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the

operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement,

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enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

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However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Employment-Related Practices**

"Bodily injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**r. Asbestos**

(1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**s. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**Damage To Premises Rented To You - Exception For Damage By Fire, Lightning Or Explosion**

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

**COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or

settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B.**

**b.** This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

**2. Exclusions**

This insurance does not apply to:

**a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

**b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

**c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

**d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

**g. Quality Or Performance Of Goods - Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

**i. Infringement Of Intellectual Property Rights**

**(1)** "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

**(2)** Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

**(1)** Infringement, in your "advertisement", of:

**(a)** Copyright;

**(b)** Slogan; or

**(c)** Title of any literary or artistic work; or

**(2)** Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

**(1)** Advertising, broadcasting, publishing or telecasting;

**(2)** Designing or determining content of web sites for others; or

**(3)** An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the

insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Internet Advertisements And Content Of Others**

"Personal and advertising injury" arising out of:

(1) An "advertisement" for others on your web site;

(2) Placing a link to a web site of others on your web site;

(3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

**q. Right Of Privacy Created By Statute**

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

**r. Violation Of Anti-Trust law**

"Personal and advertising injury" arising out of a violation of any anti-trust law.

**s. Securities**

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

**t. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**u. Employment-Related Practices**

"Personal and advertising injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**v. Asbestos**

(1) "Personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**w. Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**COVERAGE C MEDICAL PAYMENTS**

**1. Insuring Agreement**

**a.** We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

**b.** We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

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**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage **A**.

**SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
   a. All expenses we incur.
   b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
   c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.
   e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
   f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

   These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
   a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
   b. This insurance applies to such liability assumed by the insured;
   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
   d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
   e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
   f. The indemnitee:
      (1) Agrees in writing to:
         (a) Cooperate with us in the investigation, settlement or defense of the "suit";
         (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
         (c) Notify any other insurer whose coverage is available to the indemnitee; and
         (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
      (2) Provides us with written authorization to:
         (a) Obtain records and other information related to the "suit"; and
         (b) Conduct and control the defense of the indemnitee in such "suit".

   So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

   Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:
   a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
   b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

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**SECTION II - WHO IS AN INSURED**

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
   a. **Employees And Volunteer Workers**

      Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

      However, none of these "employees" or "volunteer workers" are insureds for:

      (1) "Bodily injury" or "personal and advertising injury":

         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

         (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or

         (d) Arising out of his or her providing or failing to provide professional health care services.

      If you are not in the business of providing professional health care services:

      (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and

      (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

      (2) "Property damage" to property:

         (a) Owned, occupied or used by,

         (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

      you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

   b. **Real Estate Manager**

      Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

   c. **Temporary Custodians Of Your Property**

      Any person or organization having proper temporary custody of your property if you die, but only:

      (1) With respect to liability arising out of the maintenance or use of that property; and

      (2) Until your legal representative has been appointed.

   d. **Legal Representative If You Die**

      Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

   e. **Unnamed Subsidiary**

      Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. **Newly Acquired Or Formed Organization**

   Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

   a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

   b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

   c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. **Nonowned Watercraft**

   With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

   However, no person or organization is an insured with respect to:

   a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

   b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. **Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

   The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

   A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

   However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

   a. **Vendors**

      Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

      (1) The insurance afforded the vendor is subject to the following additional exclusions:

      This insurance does not apply to:

      (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

      (b) Any express warranty unauthorized by you;

      (c) Any physical or chemical change in the product made intentionally by the vendor;

      (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

      (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

      (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

      (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors Of Equipment**

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**c. Lessors Of Land Or Premises**

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

**e. Permits Issued By State Or Political Subdivisions**

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**SECTION III - LIMITS OF INSURANCE**

**1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

**2. General Aggregate Limit**

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C**;

b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B**.

**3. Products-Completed Operations Aggregate Limit**

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

**4. Personal And Advertising Injury Limit**

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

**5. Each Occurrence Limit**

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A**; and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

**6. Damage To Premises Rented To You Limit**

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

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In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

**7. Medical Expense Limit**

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

**8. How Limits Apply To Additional Insureds**

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

**a.** The limits of insurance specified in the written contract or written agreement; or

**b.** The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

**1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

**2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

**a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

**(1)** How, when and where the "occurrence" or offense took place;

**(2)** The names and addresses of any injured persons and witnesses; and

**(3)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

**b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

**(1)** Immediately record the specifics of the claim or "suit" and the date received; and

**(2)** Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

**c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

**(1)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

**(2)** Authorize us to obtain records and other information;

**(3)** Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

**(4)** Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

**d. Obligations At The Insureds Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**e. Additional Insureds Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

**f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

**(1)** You or any additional insured that is an individual;

**(2)** Any partner, if you or the additional insured is a partnership;

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(3) Any manager, if you or the additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;

(5) Any trustee, if you or the additional insured is a trust; or

(6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

**3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

**(1) Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** - Coverage A - Bodily Injury And Property Damage Liability;

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

**(6) When You Are Added As An Additional Insured To Other Insurance**

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

**(1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

**(2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

**a.** We will compute all premiums for this Coverage Part in accordance with our rules and rates.

**b.** Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

**c.** The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

**a. When You Accept This Policy**

By accepting this policy, you agree:

**(1)** The statements in the Declarations are accurate and complete;

**(2)** Those statements are based upon representations you made to us; and

**(3)** We have issued this policy in reliance upon your representations.

**b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

**a.** As if each Named Insured were the only Named Insured; and

**b.** Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the

nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V - DEFINITIONS**

1. **"Advertisement"** means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:
   a. (1) Radio;
      (2) Television;
      (3) Billboard;
      (4) Magazine;
      (5) Newspaper; or
   b. Any other publication that is given widespread public distribution.

   However, "advertisement" does not include:
   a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
   b. An interactive conversation between or among persons through a computer network.
2. **"Advertising idea"** means any idea for an "advertisement".
3. **"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. **"Auto"** means:
   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
5. **"Bodily injury"** means physical:
   a. Injury;
   b. Sickness; or
   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.
6. **"Coverage territory"** means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in a. above;
      (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

   provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.
7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
8. **"Employment-Related Practices"** means:
   a. Refusal to employ that person;
   b. Termination of that person's employment; or
   c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.
9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.
11. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
    a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
    b. You have failed to fulfill the terms of a contract or agreement;

    if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.
12. **"Insured contract"** means:
    a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to

Premises Rented To You Limit described in Section III - Limits of Insurance;

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. **"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. **"Loading or unloading"** means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. **"Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. **"Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. **"Products-completed operations hazard"**:

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. **"Property damage"** means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-

ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. **"Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
    a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
    b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
22. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
23. **"Volunteer worker"** means a person who
    a. Is not your "employee";
    b. Donates his or her work;
    c. Acts at the direction of and within the scope of duties determined by you; and
    d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
24. **"Your product"**:
    a. Means:
        (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
            (a) You;
            (b) Others trading under your name; or
            (c) A person or organization whose business or assets you have acquired; and
        (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
    b. Includes
        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
        (2) The providing of or failure to provide warnings or instructions.
    c. Does not include vending machines or other property rented to or located for the use of others but not sold.
25. **"Your work"**:
    a. Means:
        (1) Work or operations performed by you or on your behalf; and
        (2) Materials, parts or equipment furnished in connection with such work or operations.
    b. Includes
        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
        (2) The providing of or failure to provide warnings or instructions.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

**Policy Number:** 83 WE CE0623 **Endorsement Number:**
**Effective Date:** 05/12/21 Effective hour is the same as stated on the Information Page of the policy.
**Named Insured and Address:** SAFEBUILT LLC
3755 PRECISION DR ST 140
LOVELAND CO 80538

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



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## Certificate Of Completion

Envelope Id: 09C2BA39D9CB4E939CC98E8541FE35A4
Status: Completed
Subject: Please DocuSign: SAFEbuilt Colorado LLC Agreement 12-13-2021.pdf
Source Envelope:
Document Pages: 37
Signatures: 1
Envelope Originator:
Certificate Pages: 4
Initials: 0
Patricia Leyva
AutoNav: Enabled
patricial@superiorcolorado.gov
EnvelopeId Stamping: Enabled
IP Address: 50.231.138.140
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

## Record Tracking

Status: Original
1/19/2022 9:16:01 AM
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patricial@superiorcolorado.gov
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| Clint Folsom<br>clintf@superiorcolorado.gov<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>Clint Folsom<br>0384702E4020482...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 73.229.60.133 | Sent: 1/19/2022 9:18:10 AM<br>Viewed: 1/19/2022 9:21:50 AM<br>Signed: 1/19/2022 9:22:05 AM |

**Electronic Record and Signature Disclosure:**
Accepted: 1/19/2022 9:21:50 AM
ID: 117a7820-0104-4949-9bc3-39cb84143267

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
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| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 1/19/2022 9:18:10 AM |
| Certified Delivered | Security Checked | 1/19/2022 9:21:50 AM |
| Signing Complete | Security Checked | 1/19/2022 9:22:05 AM |
| Completed | Security Checked | 1/19/2022 9:22:05 AM |

| Payment Events | Status | Timestamps |
|---|---|---|

## Electronic Record and Signature Disclosure

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Town of Superior (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Town of Superior:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: lesliec@superiorcolorado.gov

**To advise Town of Superior of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at lesliec@superiorcolorado.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Town of Superior**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to lesliec@superiorcolorado.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Town of Superior**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to lesliec@superiorcolorado.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

**Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Town of Superior as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Town of Superior during the course of your relationship with Town of Superior.

## Item Number:3.f.

**Information for Meeting of the Superior Town Council**

| | |
|---|---|
| **Agenda Item Name:** | Kite Route Crossing AAHT & CBDG-DR Grant Agreement |
| **Meeting Date:** | February 9, 2026 |
| **Presented By:** | Renae Stavros, Planning and Building Director, Allison James, Disaster Preparedness and Recovery Manager |
| **Presented For:** | Approval |

**Background:**
Kite Route Crossing LLC intends to construct a senior (persons aged 55+) affordable development on the northernmost lot in Discovery Office Park facing Old Rail Way (Lot 21, Block 1). In April 2024, the Town Council approved the Planned Development (PD) Amendment, and in September 2025, the Town Council approved the Final Development Plan for the site. The Kite Route Crossing development leverages local, state, and federal resources to develop the project, which will include federal low-income housing tax credits, state affordable housing tax credits, federal Community Development Block Grants, and fee waivers from the Town of Superior. The proposed Resolutions address two Grants the Town was awarded in connection with this project, the Affordable and Attainable Housing Tax Grant (AAHT) through Boulder County, and the Community Development Block Grant - Disaster Recovery (CDBG-DR) Grant through the Department of Local Affairs (DOLA).

**AAHT:**
The Town of Superior received an award of $1,000,000 from Boulder County from the 2026 Affordable Housing Grant Program to support the Kite Route Crossing senior affordable housing development project. Funding from this grant will go toward the construction of a new age-restricted LIHTC community in downtown Superior consisting of 50 affordable rental units serving households from 30% to 70% of Area Median Income. Funding may be used in accordance with the AAHT Grant Agreement attached to the packet. Boulder County awarded the Town the AAHT Grant, and the Town is passing the funding through to the developer, Kite Route Crossing LLC. Attached, in the packet are the following documents:

- AAHT Grant – A020326: Agreement between Boulder County and the Town of Superior
- AAHT Grant – R020226: Resolution for the agreement between Boulder County and the Town of Superior
- AAHT and CDBT Transfer for Kite Route – R020226: Resolution for the agreements

between the Town of Superior and Kite Route LLC for both grants.

- Pennrose Kite – Town AAHT Loan – Deed of Trust: Between Kite Route Crossing LLC and the Town
- Pennorse Kite – Town AAHT Loan – Agreement: Between Kite Route Crossing LLC and the Town
- Pennrose Kite – Town AAHT Loan – Note: Between Kite Route Crossing LLC and the Town
- Pennrose Kite – Town AAHT Loan – Subordination: Between Kite Route Crossing LLC and the Town

These documents ensure the funds the Town receives from the County are used in accordance with the Grant Agreement.

**CDBG-DR:**
The Town of Superior received an award from the Colorado Department of Local Affairs (DOLA) in the amount of $1,100,000 in Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to support the CDBG-DR Housing New Construction Program. The program addresses impacts from the Marshall Fire and Straight Line Wind Event, and will support the development of new housing serving low- and moderate-income senior housing. Funding from this grant will be used to purchase the property. Provided in the packet are the following documents:

- CDBG-DR Grant – R020226: Resolution between the Town and DOLA
- CDBG-DR – A020326, and Exhibits B, C, D, G and I: Agreement documents between the Town and DOLA
- The joint Resolution listed above, approving the assignment of two grants to Kite Route Crossing LLC to facilitate the Kite Route Crossing senior affordable housing development project
- Pennrose Kite Route – Town CDBG-DR Deed of Trust: Between Kite Route Crossing LLC and the Town of Superior
- Pennrose Kite Route – Town CDBG-DR – Loan Agreement: Between Kite Route Crossing LLC and the Town of Superior
- Pennrose Kite Route – Town CDBG-DR – Note: Between Kite Route Crossing LLC and the Town of Superior
- Pennrose Kite Route – Town CDBG-DR – Subordination: Between Kite Route Crossing LLC and the Town of Superior

These documents ensure the funds the Town receives from DOLA are used in accordance with the Grant Agreement.

**Recommendation:**
Approval of Resolutions 11, 12, and 13 associated with the Kite Route Crossing senior affordable housing development project.

**Budget Implications:**
All Grant funds will be transferred from the Grantee through the Town to the developer, Kite

Route Crossing LLC, in accordance with the Grant Agreements.

**Motion:**
Approval of Resolutions 11, A Resolution of the Town Council of the Town of Superior approving the assignment of two grants to Kite Route Crossing, LLC, to facilitate the Kite Route Crossing senior affordable housing development project.

Approval of Resolution 12, A Resolution of the Town Council of the Town of Superior approving a Grant Agreement with Boulder County to support the Kite Route Crossing senior affordable housing development project.

Approval of Resolution 13, A Resolution of the Town Council of the Town of Superior approving an Intergovernmental Agreement with the Colorado Department of Local Affairs to support the Kite Route Crossing senior affordable housing development project.

**Attachments:**
1. AAHT and CDBG Transfer for Kite Route-R020226
2. AAHT Grant-A020326
3. AAHT Grant-R020226
4. CBDG-DR Grant-R020226
5. DR-HSG001 Agreement
6. DR-HSG001 Exhibit B 2.5.26
7. DR-HSG001 Exhibit C
8. DR-HSG001 Exhibit D (2)
9. DR-HSG001 Exhibit G
10. DR-HSG001 Exhibit I
11. Pennrose Kite Route - Town CDBG-DR - Note
12. Pennrose Kite Route - Town CDBG-DR - Deed of Trust
13. Pennrose Kite Route - Town CDBG-DR - Loan Agreement-103025
14. Pennrose Kite -CDBG-DR- Berkadia - Subordination (Superior)
15. Pennrose Kite - Town AAHT Loan - Loan Agreement
16. Pennrose Kite - Town AAHT Loan - Note
17. Pennrose Kite - Town AAHT Loan - Deed of Trust
18. Pennrose Kite -AAHT- Berkadia - Subordination (Superior)
19. AAHT Award Letter Town of Superior
20. Superior Award Letter CDBG-DR

**Town of Superior**
**Resolution Number R-11**
**Series 2026**

**A Resolution of the Town Council of the Town of Superior approving the assignment of two grants to Kite Route Crossing, LLC, to facilitate the Kite Route Crossing senior affordable housing development project**

**Whereas**, the Town has received grants from Boulder County's 2026 Affordable Housing Grant Program (the "AAHT Grant") and the State of Colorado Department of Local Affairs's CBDG-DR fund (the "CDBG-DR Grant", and collectively with the AAHT Grant the "Grant Funds") to assist Kite Route Crossing, LLC ("Kite Route"), in its acquisition and development of the Kite Route Crossing senior affordable housing development project (the "Project");

**Whereas**, to facilitate the orderly development of the Project, the Grant Funds must be assigned by the Town to Kite Route;

**Whereas**, the Town and Kite Route created agreements to effectuate the assignment of awarded Grant Funds from the Town to Kite Route for each Grant; and

**Whereas**, the Town Council desires to authorize the Mayor to execute all documents necessary to assign the Grant Funds to Kite Route for the Project.

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

**Section 1.** The agreements between the Town and Kite Route to assign the AAHT Grant are hereby approved in substantially the form as attached hereto as **Exhibit A** (the "AAHT Grant Assignment Agreements"), subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the AAHT Grant Assignment Agreements on behalf of the Town.

**Section 2.** The agreements between the Town and Kite Route to assign the CDBG-DR Grant are hereby approved in substantially the form as attached hereto as **Exhibit B** (the "CDBG-DR Grant Assignment Agreements"), subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the CDBG-DR Grant Assignment Agreements on behalf of the Town.

**Adopted this __ day of _____, 2026.**

_____

Mark Lacis, Mayor

**Attest:**

_____

Shannon Dujardin, Town Clerk

**Exhibit A**
**AAHT Grant Assignment Agreements**

**Exhibit B**
**CDBG-DR Grant Assignment Agreements**

# Boulder County
# 2026 Affordable Housing Grant Program
# Funding Agreement

| SUMMARY | |
|---|---|
| **Contract Identification** | |
| Oracle Number | |
| Accounting String | |
| Agreement Name | |
| Funding Cycle | 2026 |
| **County Information** | |
| Office or Department | Board of County Commissioners |
| Mailing Address | P.O. Box 471 Boulder, CO 80306 |
| Email to Submit Reports | |
| County Contact Name and Email | |
| **Recipient Information** | |
| Legal Name | Town of Superior |
| Mailing Address | |
| Signature Name and Email | |
| Other Contact Name and Email | |
| **Term** | |
| Start Date | |
| **Amount** | |
| Funding Amount (not to exceed) | $1,000,000 |
| **Agreement Documents** | |
| Exhibit A – Project Details & Use of Funds<br>Exhibit B – Reporting Requirements<br>Exhibit C – Procurement & Cost Principles | |

THIS Boulder County Affordable Housing Grant Program Funding Agreement ("Agreement") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic ("County") and the Town of Superior, a Colorado home rule municipality ("Recipient"). County and Recipient are each a "Party," and together, the "Parties."

## RECITALS

A. The County has authority to enter into this Agreement pursuant to Board of County Commissioners' Resolution No. 2023-070 and 2023 County Ballot Issue 1B, "Affordable Housing Extension," adopted by voters of the County of Boulder in November of 2023, approving the extension of a 0.185% sales and use tax for fifteen years (from January 1, 2025 through December 31, 2039) for the purposes of funding affordable and attainable housing and related housing support services within the County of Boulder (the "Affordable and Attainable Housing Tax").

B. The County has set aside certain moneys from the Affordable and Attainable Housing Tax revenues for the creation and development of new affordable housing units within the boundaries of its jurisdiction, and specifically, to fund capital projects in the County of Boulder meeting criteria established by the Board of County Commissioners (the "Board") and consistent with Resolution 2023-070 (the "Affordable Housing Grant Program").

C. The Board has established an Affordable Housing Development Fund Advisory Committee ("Committee") to provide advisory support related to Affordable Housing Grant Program funds that will be used for capital projects located within unincorporated Boulder County or any municipality therein other than the Cities of Longmont and Boulder.

D. The Committee has recommended, and the BOCC has approved, funding for the capital project described in further detail in Exhibit A – Project Details & Use of Funds (the "Project').

**AGREEMENT**

**1. Incorporation into Agreement**. The Summary, Recitals, and Agreement Documents are incorporated into this Agreement.

**2. Use of Funds**. Recipient will cause the Funding Amount, and any interest generated therefrom, to be used solely for the purpose(s) set forth in Exhibit A and in compliance with the terms of this Agreement. The Funding Amount may not be used (a) to replace another source of funding that is appropriated, allocated or otherwise available to support the Project or (b) make payments to a jurisdiction for purposes of relieving performance obligations related to development of affordable housing.

**3. Term**. The term of this Agreement begins on the Start Date and is in effect through the Affordability Period, as defined in Exhibit A.

**4. Payment of Grant Funding**. County will disperse the Funding Amount in accordance with Exhibit A – Project Details & Use of Funds.

**5. Project Partners**. Recipient may transfer the Funding Amount to a third-party governmental entity, nonprofit affordable housing provider or a Qualified Entity for purposes of undertaking the Project in strict compliance with this Agreement ("Project Partner") only if Recipient (a) causes the Project Partner to comply with the terms of this Agreement, and (b) remains liable to the County for all obligations hereunder. A "Qualified Entity" means a Colorado for-profit company in which a housing authority located in Boulder County is a limited partner or non-manager member (a "Limited Partner") provided that (i) the Limited Partner retains a right of first refusal to purchase the Project and (ii) the Project meets the applicable requirements of CHFA's Housing Tax Credit Qualified Allocation Plan (QAP), the Federal Code, and the Colorado Act (in the case of state credits), including the contractor and developer fee limits in the QAP.

**6. Affordability Covenant**. Project must be burdened by that certain restrictive covenant in favor of the Colorado Housing and Financing Authority that conforms to the Project goals of developing affordable housing (the "Restrictive Covenant"). .

**7. Records**. During the term of this Agreement and for five years thereafter, Recipient must collect and retain adequate documentation and reasonable records related in any manner to this Agreement and the Project, including supporting documentation for all expenditures of the Funding Amount, contracts, purchase orders, invoices, records, communications, financial statements, notes and other written materials, electronic media files, and communications ("Project Records")

**8. Monitoring**. County may access, audit, review and copy Project Records at any time for purposes of confirming compliance with this Agreement. County may conduct periodic site visits of the Project at reasonable times and upon at least 72 hours advance notice for purposes of confirming compliance with this Agreement.

**9. Event of Default**. An "Event of Default" will occur if:

a. Recipient fails to perform any of its obligations under, or otherwise comply with the terms of, this Agreement and does not cure such failure within 30 days after County provides written notice specifying the non-compliance;

b. All or any part of Recipient's or a Project Partner's interest in the Project is transferred without the County's prior written consent;

c. Recipient or Project Partner files a petition for any proceedings under federal or state bankruptcy acts or other similar-type proceedings seeking protection from creditors that is not dismissed within 120 days thereafter; or

d. Recipient or Project Partner assigns any interest in the Project for the benefit of creditors, except for mortgages or deeds of trust given as security for one or more loans obtained to finance the Project or from time to time in the ordinary course of business.

**10. Remedies for Non-Compliance**: In an Event of Default, the County may, in its sole discretion and in addition to any remedies available at law or in equity, terminate this Agreement, require repayment to County of all or any part of the Funding Amount and determine that Recipient is ineligible to apply for future funds from the Affordable Housing Grant Program.

**11. Future Awards**: Disbursement of the Funding Amount is no indication that Recipient or the Project will benefit from future awards of Affordable Housing Grant Program funding or any other County funds.

**12. Insurance**: Recipient is a "public entity" under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, and shall always during the terms of this Funding Agreement maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. This insurance shall have minimum limits, which shall match or exceed the maximum governmental liability limits set forth in C.R.S. § 24-10-114, as amended. To the extent Recipient transfers the Funding Amount to a Project Partner that is a Qualified Entity, Project Partner will maintain insurance coverage in compliance with the terms of its operating agreement.

**13. Indemnity**: To the extent Recipient transfers the Funding Amount to a Project Partner, the Project Partner will indemnify and hold harmless the County, its elected officials, appointed department heads, employees, agents and representatives (the "indemnified parties"), from liability resulting from a third party claim brought against any of the indemnified parties to the extent arising out of the negligent actions or omissions of, or breach of this Funding Agreement by Project Partner or its employees, agents or representatives, or persons acting under its direction or control.

**14. Liability:** Each Party is responsible for its negligent acts or omissions, and those of its elected officials, department heads, officers, agents, employees, and representatives with respect to its obligations under this Agreement.

**15. Communications**: All communications under this Agreement must be in writing and sent to the other Party's contact at the mailing address or email address specified in the Summary. All U.S. Mail must be sent via certified mail. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail, notice periods will begin to run on the date of delivery

**16. Entire Agreement/Binding Effect/Amendments**: This Agreement represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Agreement terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the subject matter hereof. This Agreement may be amended only by a written agreement signed by both Parties.

**17. Assignment**: Except as otherwise set forth herein, this Agreement may not be assigned or subcontracted without written consent of the County.

**18. Governing Law/Venue**: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Agreement. Any claim relating to this Agreement or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

**19. Statutory Requirements**: This Agreement is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado.

**20. No Waiver**: The failure of either Party to exercise any of its rights under this Agreement will not be deemed to be a waiver of such rights or a waiver of any breach of the Agreement. All remedies available to a Party in this Agreement are cumulative and in addition to every other remedy provided by law.

**21. Severability**: If any provision of this Agreement becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Agreement will continue to be operative and binding on the Parties.

**22. Third-Party Beneficiary**: Enforcement of the terms and conditions and all rights and obligations of this Agreement are reserved to the Parties. Any other person receiving services or benefits under this Agreement is an incidental beneficiary only and has no rights under this Agreement.

**23. Conflict of Provisions**: If there is any conflict between the terms of the main body of this Agreement and the terms of any of the Agreement Documents, the terms of the main body of the Agreement will control.

**24. Governmental Immunity**: Nothing in this Agreement shall be construed in any way to be a waiver of the County's or Recipient's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

**25. Representations and Warranties**: Recipient represents and warrants the following:

a. Execution of this Agreement and performance of its obligations are within Recipient's duly authorized powers;

b. The individual executing this Agreement is authorized to do so by Recipient; and

c. Recipient is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Recipient.

**26. Legal Compliance**: Recipient will comply with all applicable Federal, State, and local laws, regulations, ordinances, and codes.

**27. Publicity Releases**: Recipient and the County may issue press releases, respond to comments, and provide other public information relevant to this Agreement and will communicate in advance to the extent practicable.

**28. Execution by Counterparts; Electronic Signatures:** This Agreement may be executed in

multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this Agreement in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.

**[SIGNATURE PAGE TO FOLLOW]**

DRAFT

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the latter day and year indicated below.

| **SIGNED for and on behalf of Boulder County** | **SIGNED for and on behalf of Recipient** |
|---|---|
| Signature: | Signature: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |
| ↓↓*For Board-signed documents only*↓↓ | *For Recipient* |
| Attest: *Initials* | Attest: |
| Attestor Name: | |
| Attestor Title: | |

DRAFT

**EXHIBIT A**
**PROJECT DETAILS & USE OF FUNDS**

**Project: Kite Route Crossing**
Kite Route Crossing is a new construction, age-restricted LIHTC community in downtown Superior consisting of 50 affordable rental units serving households from 30% to 70% of Area Median Income.

Address: 2101 Old Rail Way, Superior CO 80027
Total Units: 50
Infill units: 50
Recent local or state zoning changes incorporated: Final Development Plan approved and recorded 09/2026
Density: 28.4 du/Acre
Proximity to transit: adjacent to RTD bus route
Energy Efficiency designations or additions outside of building code requirements: Enterprise Green Communities

*Affordability Requirements)*

6 Units 0-30% AMI
29 Units 31-60% AMI
15 Units 61-80% AMI

*Target Population(s)*

50 Units Senior

The Project must receive a Certificate of Occupancy from the relevant governing authority no later than August 31, 2027 ("Completion Date") and meet the Affordability Requirements for a minimum of 40 years ("Affordability Period"). Rent may not exceed the Affordability Requirements as determined by the U.S. Department of Housing and Urban Development, with adjustments for number of bedrooms in the unit.

**Use of Funds:**
Funding Amount may only be used for capital expenditures (a) directly related to the Project, (b) in accordance with the terms of this Agreement, including the budget set forth below, and (c) incurred between the Start Date and Expenditure Date (defined below).

**BUDGET**

| | |
|---|---|
| Property Acquisition | $1,663,000 |
| Hard Costs | $15,161,698 |
| Soft Costs | $3,287,465 |
| Financing Costs | $1,623,512 |
| Reserves & Contingencies | $1,409,029 |
| Developer Fee | $3,127,000 |
| **TOTAL COSTS** | **$26,271,703** |

No material changes may be made to the budget without the County's consent.

Funding amount must be fully expended no later than 24 months following disbursement ("Expenditure Date").

**Funding Conditions:** The County will disburse the Funding Amount to Recipient following delivery to County

of the following:
1. Executed copy of this Agreement;
2. Evidence of executed Restrictive Covenant;
3. Copy of the Recipient's W-9 Form;
4. Evidence of insurance coverage if required by Section 12;
5. Evidence of site control;
6. Any other requirements requested in writing by the County to the Recipient prior to the execution of this Agreement.

DRAFT

**EXHIBIT B**
**REPORTING REQUIREMENTS**

1. By January 31st of each calendar year following year one, Recipient must deliver to County:
   a. An annual report that includes:
      - Project status, including permitting and entitlement progress;
      - Project budget, including sources and uses statement, municipal funds, dollars leveraged, other subsidies or financial incentives utilized, non-subsidized funding
      - Estimated timeline for full deployment of Funding Amount
      - Demographic Data, including community demographic data broken down by race/ethnicity, number of clients expected to be served by each funded project, broken down by race/ethnicity
      - Evidence of Recipient's continuing commitment to the Project and increase in overall availability of affordable housing in its jurisdiction, including:
        - Incentives (including fee waivers) made available by the Recipient to support the development of affordable housing;
        - To the extent inclusionary housing requirements are in place within Recipient's jurisdiction, number of units for which fee was paid by a developer in lieu of providing such unit
        - Progress toward completion of 12% affordable housing goal within the jurisdiction
      - All expenditures of the Funding Amount made to date accompanied by supporting documentation that sufficiently demonstrates compliance with this Agreement, as determined by the County in its discretion.
      - Other Project-related information as reasonably requested by County
      - A completed Housing Assessment for its jurisdiction.

   b. Written certification of compliance with this Agreement and the Affordable Housing Grant Program terms and conditions in a form acceptable to the County

2. No later than one month after the Expenditure Date, Recipient must provide County with sufficient documentation that the Funding Amount has been fully expended in the Project.

3. No later than one month after the Completion Date, Recipient must deliver sufficient evidence of Project Completion to the County.

4. Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency related to the Project or Recipient's ability to perform its obligations hereunder, Recipient will notify the County of such action and deliver to County copies of such pleadings.

5. If the Recipient becomes aware of any situation, event, or condition which, to the best of its knowledge, may result in noncompliance of the Project or the Recipient with this Agreement, the Recipient will promptly give written notice thereof to the County.

DRAFT

**EXHIBIT C**
**COST PRINCIPLES & PROCUREMENT**

## COST PRINCIPALS

All Funding Amount expenditures must be made in accordance with the following cost principles: requirements:

- All expenditures must be adequately documented and made in a cost-effective manner.
- Costs must be reasonable, meaning that, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Other applicable guidance for cost-reasonableness includes whether the cost is of a type generally recognized as ordinary and necessary for operation or proper performance; sound and prudent business practices; market prices for the geographic area; and awardee's established practices and policies (see, for example, 2 CFR 200.404);
- Costs must be allowable, meaning that it is necessary and reasonable for the completion of the Project, consistent with applicable law, policy, and procedures; accorded consistent treatment and determined in accordance with generally accepted accounting principles (GAAP); and otherwise complies with the terms of this Agreement.

## PROCUREMENT

- Recipient will cause all third-party contractors to (a) maintain safety precautions and programs in connection with their work on the Project to ensure a safe worksite and (b) pay all employees and subcontractors engaged in the performance of work on the Project competitive rates that are consistent with industry standards and reflective of the prevailing wages for similar work within the geographic area where the work is performed.

DRAFT

**Town of Superior**
**Resolution Number R-12**
**Series 2026**

**A Resolution of the Town Council of the Town of Superior approving a Grant Agreement with Boulder County to support the Kite Route Crossing senior affordable housing development project**

**Whereas**, Boulder County desires to award the Town a grant from its 2026 Affordable Housing Grant Program to support the Kite Route Crossing senior affordable housing development project (the "AAHT Grant"); and

**Whereas**, the Town Council finds it is in best interest of the public health, safety and welfare of the Town to enter into a grant agreement with Boulder County to receive the AAHT Grant (the "Grant Agreement").

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

**Section 1.** The Grant Agreement between the Town and Boulder County is hereby approved in the form attached hereto. Upon such approval, the Mayor is authorized to execute the Grant Agreement on behalf of the Town.

**Adopted this __ day of _____, 2026.**

_____

Mark Lacis, Mayor

**Attest:**

_____

Shannon Dujardin, Town Clerk

**Town of Superior**
**Resolution Number R-13**
**Series 2026**

**A Resolution of the Town Council of the Town of Superior approving an Intergovernmental Agreement with the Colorado Department of Local Affairs to support the Kite Route Crossing senior affordable housing development project**

**Whereas,** the Colorado Department of Local Affairs ("DOLA") desires to award the Town a grant from its CDBG-DR fund to support the Kite Route Crossing senior affordable housing development project (the "CDBG-DR Grant"); and

**Whereas,** the Town Council finds it is in best interest of the public health, safety and welfare of the Town to enter into a grant agreement with DOLA to receive the CDBG-DR Grant (the "Grant Agreement").

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

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

**Adopted this __ day of _____, 2026.**

_____

Mark Lacis, Mayor

**Attest:**

_____

Shannon Dujardin, Town Clerk

# State of Colorado Intergovernmental Grant Agreement
# Summary of Terms and Conditions

**State Agency**

DEPARTMENT OF LOCAL AFFAIRS (DOLA)

**Grantee**

Town of Superior

**Project Number and Name**

DR-HSG0001 - CDBG-DR New Construction Affordable Housing

**DLG Portal Number**

DR-HSG001

**CMS Number**

203834

**Grant Award Amount**

$1,100,000.00

**Retainage Amount**

$0.00

**Program Name**

Community Development Block Grant Disaster Recovery Program ( )

**Funding Account Codes**

**Phase Code**

**VCUST#**

VC00000000013357

**Address Code**

CN001 EFT

**Performance Start Date**

The later of the Effective Date or January 28, 2026

**Grant Expiration Date**

January 31, 2027

**DOLA Program Manager**

Will Cundiff, (303) 551-3580 (will.cundiff@state.co.us)

**DOLA Program Assistant**

TBD

**Agreement Authority**

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies. This Intergovernmental Grant Agreement is funded, in whole or in part, with Federal funds (CFDA 14.228).

**Grant Purpose/Project Description**

The Project is to provide Community Development Block Grant Funds for the purpose of supporting acquisition of real property in the Town of Superior to enable development of new affordable housing units serving income-qualified households, including those impacted by the Marshall Fire and Straight-Line Winds disaster of December 30, 2021.

**Exhibits and Order of Precedence**

The following Exhibits and attachments are included with this Agreement:

1. Exhibit B, Scope of Project
2. Exhibit C, Federal Provisions
3. Exhibit D, Duplication of Benefits
4. Exhibit G, Form of Option Letter
5. Exhibit H, PII Certification
6. Exhibit I, Federal Tax Information

In the event of a conflict of inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit C, Federal Provisions
2. Colorado Special Provisions in §18 of the main body of this Agreement
3. Exhibit D, Duplication of Benefits
4. Exhibit I, Federal Tax Information
5. The provisions of the other sections of the main body of this Agreement
6. Any executed Option Letter and Amendment
7. Exhibit B, Scope of Project
8. Exhibit H, PII Certification

**Signature Page**

**The Signatories Listed Below Authorize this Grant**

STATE OF COLORADO

Jared S. Polis, Governor

DEPARTMENT OF LOCAL AFFAIRS

Maria De Cambra, Executive Director

_____

By: Maria De Cambra, Executive Director

Date: _____

DEPARTMENT OF LOCAL AFFAIRS

PROGRAM REVIEWER

_____

By: Will Cundiff, CDBG-DR Program Manager

Date: _____

Version: 11/2024

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate (the **"Effective Date"**).

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

_____

By: Kelly Bearden, Controller Delegate

Department of Local Affairs

**Effective Date_____**

**1. Grant**

As of the Performance Start Date, the State Agency shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the "State") hereby obligates and awards to Grantee shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the "Grantee") an award of Grant Funds in the amounts shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

**2. Term**

A. Initial Grant Term and Extension

The Parties' respective performances under this Intergovernmental Grant Agreement shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse

Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

C. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination

**3. Definitions**

The following terms shall be construed and interpreted as follows:

A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. *Reserved.*

C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

D. "**Budget**" means the budget for the Work described in **Exhibit B**.

E. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

F. *Reserved.*

G. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.

H. *Reserved.*

I. **"Grant" or "Grant Agreement" or "Intergovernmental Grant Agreement"** means this agreement which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

J. **"Grant Funds" or "Grant Award Amount"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.

K. **"Grant Expiration Date"** means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.

L. **"Effective Date" or "Performance Start Date"** means the Performance Start Date shown on the first page of this Intergovernmental Grant Agreement. Work performed prior to the Effective Date is not eligible for reimbursement from Grant Funds.

M. **"Exhibits"** means the exhibits and attachments included with this Grant as shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.

N. **"Extension Term"** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement, an Amendment, or an Option Letter.

O. **"Federal Award"** means an award of Federal financial assistance or a cost-reimbursement agreement under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

P. **"Federal Awarding Agency"** means a federal agency providing a Federal Award to a Recipient. The U.S. Department of Energy, Grid Deployment Office ("GD") is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.

Q. **"Goods"** means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

R. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

S. "**Initial Term**" means the time period between the initial Performance Start Date and the initial Grant Expiration Date.

T. "**Party**" means the State or Grantee, and **"Parties"** means both the State and Grantee.

U. *Reserved.*

V. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

W. *Reserved.*

X. **"Recipient"** means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.

Y. "**Services**" means the services to be performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

Z. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

AA. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

BB. "**State Fiscal Year**" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

CC. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

DD. "**Sub-Award**" means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

EE. "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

FF. "**Subrecipient**" means an entity that receives a Sub-Award from a pass-through entity to carry out part of a Federal award. The term subrecipient does not a beneficiary or participant. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.

GG. **"Tax Information"** means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.

HH. **"Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to the Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

II. "**Work**" means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.

JJ. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans,

notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

Any other term used in this Intergovernmental Grant Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

**4. Statement of Work**

Grantee shall complete the Work as described in this Intergovernmental Grant Agreement and in accordance with the provisions of **Exhibit B**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Intergovernmental Grant Agreement.

**5. Payments to Grantee**

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Intergovernmental Grant Agreement. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Performance Start Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

i. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Award Amount.

B. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Matching Funds

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the "Local Match Amount"). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Intergovernmental Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Intergovernmental Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Intergovernmental Grant Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement and shown in the Budget in **Exhibit B**. Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Budget by providing Grantee with an executed Option Letter or formal amendment. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out and Deobligation of Grant Funds.

Grantee shall close out this Grant within 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. Any Grant Funds remaining after submission and payment of Grantee's final reimbursement request are subject to deobligation by the State.

F. Erroneous Payments.

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments

by deduction from subsequent payments under this Intergovernmental Grant Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

**6. Reporting - Notification**

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close-out period described in **§5.E**.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

**7. Grantee Records**

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Intergovernmental Grant Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall comply with all State and federal audit requirements. Grantee shall provide copies of audits to the State upon request.

**8. Confidential Information-State Records**

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Intergovernmental Grant Agreement. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Intergovernmental Grant Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Grantee, including, but not limited to, Grantee's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit H** on an annual basis. Grantee's

duty and obligation to certify as set forth in **Exhibit H** shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

**9. Conflict of Interest**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

**10. Insurance**

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

**11. Breach of Agreement**

In the event of a breach of Agreement, the aggrieved Party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or

cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

**12. Remedies**

A. State's Remedies

In addition to any remedies available under any Exhibit to this Grant Agreement, if Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§11**, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

I. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee fails to comply with any term or condition of this Award, then the State may, in its discretion, terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

The State may also terminate this Grant Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

**a.** Obligation and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all

completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

**b.** Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.B**.

**c.** Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

**II.** Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

**a.** Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

**b.** Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

**c.** Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

**d.** Removal

Demand immediate removal of any of Grantee's employees, agents, or subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

**e.** Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such work for the State and Grantee; (ii) replace the work with non-infringing work or modify the work so that it becomes non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in **§11** and the dispute resolution process in **§13** shall have all remedies available at law and equity.

**13. Dispute Resolution**

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

**14. Notices and Representatives**

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§14**.

**15. Rights in Work Product and Other Information**

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

**16. Governmental Immunity**

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions, committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.,* C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b); and the State's risk management statutes, §§24-30-1501, *et seq*., C.R.S. No term or condition of this Intergovernmental Grant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**17. General Provisions**

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Intergovernmental Grant Agreement.

B. Captions and References

The captions and headings in this Intergovernmental Grant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Intergovernmental Grant Agreement to sections (whether spelled out or

using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Intergovernmental Grant Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Intergovernmental Grant Agreement.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Intergovernmental Grant Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Intergovernmental Grant Agreement shall not affect the validity or enforceability of any other provision of this Intergovernmental Grant Agreement, which shall remain in full force and effect, provided

that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Intergovernmental Grant Agreement Terms

Any provision of this Intergovernmental Grant Agreement that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Intergovernmental Grant Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Intergovernmental Grant Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

i. *Reserved*.

ii. Grantee shall comply with the Accessibility Standards for Individuals with a Disability, as adopted by the Office of Information Technology pursuant to ¤24-85-103 C.R.S.

iii. The State may require Grantee's compliance with the Accessibility Standards for Individuals with a Disability adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

L. Federal Provisions

Grantee shall comply with all applicable requirements of **Exhibit C** at all times during the term of this Grant.

**18. Colorado Special Provisions (Colorado Fiscal Rule 3-3)**

A. Statutory Approval. §24-30-202(1) C.R.S.

This Intergovernmental Grant Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Intergovernmental Grant Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Intergovernmental Grant Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability. §24-30-202(5.5) C.R.S.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b); and the State's risk management statutes, §§24-30-1501, *et seq.*, C.R.S. No term or condition of this Intergovernmental Grant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Intergovernmental Grant Agreement.

Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void *ab initio*. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. Software Piracy Prohibition.

State or other public funds payable under this Grantee shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grantee, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee Financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

## EXHIBIT B – SCOPE OF PROJECT (SOP)

**1. PURPOSE**

**1.1. Community Development Block Grant for Disaster Recovery.** The purpose of the Community Development Block Grant for Disaster Recovery (CDBG-DR) Grant Funds are to rebuild disaster-impacted areas and provide crucial seed money to start the long-term recovery process. These flexible grants help cities, counties, Indian tribes, and States recover from Presidentially declared disasters, especially in low-income areas.

**1.1.1.** CDBG-DR Grant Funds are being used to assist in the recovery of the Presidentially declared major disaster Colorado Marshall Fire, FM-5423-CO, (the "Disaster") that occurred on December 31, 2021, which destroyed 1,086 homes in Boulder County, Colorado.

**1.2. National Objective.** This Project shall meet the national objective below:

**1.2.1.** ***Reserved***.

**1.2.2.** ***Reserved***.

**1.2.3.** ***Reserved***.

**1.2.4.** ***Reserved***.

**1.2.4.1.** ***Reserved***.

**1.2.4.2.** ***Reserved***.

**1.2.5.** ☒ **Low/Moderate Income Housing.** The Project will result in housing for households that meet the definition of low or moderate income. The housing can be either owner- or renter-occupied and can be either one family or multi-unit structures. When the housing is to be rented, in order for a dwelling unit to be considered to benefit an LMI household, it must be occupied by the household at affordable rents.

**1.2.6.** ☐ **Urgent Need.** This Project alleviates an existing condition which has been determined to pose a serious and immediate threat to the health or welfare of the community, and is of recent origin. Grantee has determined it was unable to finance the activity on its own and other sources of funding are not available. Grantee shall provide to the Department information regarding the origin and date the need occurred prior to obligation of funds. Refer to **§8.1.5** below for documentation and reporting requirements.

**2. DESCRIPTION OF THE PROJECT(S) AND WORK.**

**2.1. Project Description**. The Project is to provide Community Development Block Grant Funds to the Town of Superior to support the acquisition of real property by Kite Route Crossing

LLC to enable development of new affordable housing units serving income-qualified households, including those impacted by the Marshall Fire and Straight-Line Winds disaster of December 30, 2021. This Project is eligible under 24 CFR 570.201(a) - Acquisition of Real Property.

**2.2. Work Description**. The Town of Superior (Grantee) will provide Grant Funds to Kite Route Crossing LLC, a Pennsylvania limited liability company to support acquisition of real property located at Lot 21, Block 1, Discovery Office Park/Superior Town Center Replat No.3 in the Town of Superior, Colorado for the development of fifty (50) affordable rental units for households at or below 80% Area Median Income (AMI), including Marshall Fire-impacted households. Kite Route Crossing LLC will own and maintain the property for use as an affordable senior housing community in Colorado.

**2.3. Responsibilities**. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

**2.3.1. Section 3 of the HUD Act of 1968.** This section ☐ shall, or shall not ☒ apply to this Grant.

In accordance with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75, to the greatest extent feasible, Grantee and Subgrantee (if applicable) shall, consistent with existing Federal, State, and local laws and regulations, ensure that employment and other economic opportunities generated by this HUD-financed project be directed to persons whose income is equal to or less than 80% of AMI, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to persons whose income is equal to or less than 80% of AMI.

Grantee shall maintain documentation of all such efforts in its hiring and procurement practices, provide this documentation to DOLA upon request, and in accordance with §75.25, report labor hours during project monitoring. If reporting indicates that the agency has not met the Section 3 benchmarks described in §75.23, Grantee and Subgrantee (if applicable) must report on the qualitative nature of its activities and those its contractors pursued per 24 CFR §75.15(b) and §75.25(b).

**2.3.2. Federal Funding Accountability and Transparency Act of 2006, (Pub. L. 109-282) (Transparency Act, also known as FFATA).** Grantee and Subgrantees are required to report award information on the government Website and register with U.S.

Government System for Award Management (SAM) at http://www.sam.gov. See **Exhibit C** for specific information.

**2.3.3.** Grantee shall notify DOLA at least 30 days in advance of Project Completion.

**2.4. Recapture of Advanced Funds.** To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

**2.5. Eligible Expenses**. Eligible expenses shall include: Grantee's reimbursement/payment toward Kite Route Crossing LLC's documented acquisition costs (purchase price, appraisal, closing fees, legal, title, etc.) in accordance with 24 CFR 570.506.

**3. DEFINITIONS**

**3.1.** "Guidance" refers to the Community Development Block Grant Disaster Recovery (CDBG-DR) Program Policies, as provided by the DOLA CDBG-DR Program Manager, and as available and updated on DOLA's CDBG-DR website.

**3.2.** "Low and Moderate Income Persons" This section ☒ shall, or shall not ☐ apply to this Grant. Low and Moderate Income Persons are defined, for the purposes of this Grant, as:

**3.2.1.** ☒ Those persons who are members of very low-, low- and moderate-income households as set forth in the HUD User Income Limits Documentation System. See https://www.huduser.gov/portal/datasets/il.html#2025_query. Select Click Here for 2025 IL Documentation, under Access Individual Income Limits Areas.

**3.2.2.** ☐ Those persons who have been determined by the U.S. Department of Housing and Urban Development (HUD) to be very low-, low- and moderate-income persons:

**3.2.2.1.** ☐ based upon the most recent ACS/Census data.

**3.2.2.2.** ☐ using HUD approved income survey methodology.

**3.2.3.** ☐ Those persons belonging to clientele groups who are generally presumed by HUD to be low- and moderate-income persons.

**3.3.** "Other Funds" means funding provided by other federal, state, local or private sources for the Project. Other Funds are good faith estimates and do not include Grant Funds.

**3.4.** Project Budget Lines.

**3.4.1.** "Real Property Acquisition" means real property purchase price, right-of-way acquisition costs, appraisal fees, closing costs, legal and attorney's fees.

**3.5.** "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

**4. DELIVERABLES**

**4.1. Outcome.** The final outcome of this Grant is completed acquisition of real property to support construction of new affordable rental units restricted to income-qualified households at or below 80% AMI.

**4.2. Service Area.** The performance of the Work described within this Grant shall be located in the Town of Superior, Colorado.

**4.3. Performance Measures.** Grantee shall comply with the following performance measures:

| **Milestone/Performance Measure/Grantee will:** | **By:** |
|---|---|
| Conduct Project Kickoff Meeting with DOLA CDBG-DR program staff. | Within seven (7) days after the Effective Date of this Intergovernmental Grant Agreement. |
| Complete Acquisition of Real Property. | March 31, 2026 |
| Submit Monthly Pay Requests | **See §4.5.2 below** |
| Submit Monthly Status Reports | **See §4.5.2 below** |
| Submit Project Final Report | May 01, 2027 |

**4.4. Budget Line Adjustments**.

**4.4.1. Grant Funds**. Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (**Exhibit G**).

**4.4.2. Other Funds**. Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in **§6.2**, or move Other Funds between and among budget lines, so long as the total amount of such "Other Funds" is not less than the amount set forth in **§6.2** below. Grantee may increase the Total Project Cost with "Other Funds" and such change does not require an amendment or option letter. DOLA will verify the Grantee's contribution of "Other Funds" and compliance with this section at Project Closeout.

**4.5. Monthly Pay Request and Status Reports.** Beginning 30 days after the end of the first month following execution of this Grant and for each month thereafter until termination of

this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the month but may be submitted more frequently at the discretion of the Grantee.

**4.5.1.** For months in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per **§6.2** of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following month, including an estimate of Grant Funds to be expended.

**4.5.2.** Specific submittal dates.

| Month | Year | Due Date | Pay Request Due | Status Report Due |
|---|---|---|---|---|
| **February** | **2026** | **March 30, 2026** | **Yes** | **Yes** |
| **March** | **2026** | **April 30, 2026** | **Yes** | **Yes** |
| **April** | **2026** | **May 30, 2026** | **Yes** | **Yes** |
| **May** | **2026** | **June 30, 2026** | **Yes** | **Yes** |
| **June** | **2026** | **JULY 15, 2026*** | **Yes** | **Yes** |
| **July** | **2026** | **August 30, 2026** | **Yes** | **Yes** |
| **August** | **2026** | **September 30, 2026** | **Yes** | **Yes** |
| **September** | **2026** | **October 30, 2026** | **Yes** | **Yes** |
| **October** | **2026** | **November 30, 2026** | **Yes** | **Yes** |
| **November** | **2026** | **December 30, 2026** | **Yes** | **Yes** |
| **December** | **2026** | **January 30, 2027** | **Yes** | **Yes** |
| **January** | **2027** | **March 2, 2027** | **Yes** | **Yes** |

***State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.**

**4.6. DOLA Acknowledgment.** The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

**5. PERSONNEL**

**5.1. Responsible Administrator**. Grantee's performance hereunder shall be under the direct supervision of **Allison James, Disaster Preparedness and Recovery Manager, (allisonj@superiorcolorado.gov)** who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this **§5**. Such administrator shall be updated through the process in **§5.3**. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

**5.2. Other Key Personnel**: **Brooke Badon, Grants Administrator, (brookeb@superiorcolorado.gov)**. Such key personnel shall be updated through the approval process in **§5.1**.

**5.3. Replacement**. Grantee shall immediately notify the State if any key personnel specified in **§5** of this **Exhibit B** cease to serve. All notices sent under this subsection shall be sent in accordance with **§14** of the Grant.

**5.4. DOLA CDBG-DR Program Manager**. **Will Cundiff, (303) 864-8477, (will.cundiff@state.co.us)**.

**5.5. DOLA CDBG-DR Program Assistant**. TBD.

**6. FUNDING**

The State provided funds shall be limited to the amount specified under the "Grant Funds" column of **§6.2**, Budget, below.

**6.1. Matching/Other Funds.** Match is not required. Initial estimates of Grantee's contribution are noted in the "Other Funds" column of **§6.2** below. Increases to Grantee's contribution to Total Project Cost do not require modification of this Intergovernmental Grant Agreement and/or **Exhibit B**.

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**6.2. Budget**

| Budget Line(s) | | Total Project Cost | Grant Funds | Other Funds | Other Funds Source |
|---|---|---|---|---|---|
| Line # | Cost Category | | | | |
| 1 | Real Property Acquisition | $1,100,000 | $1,100,000 | $0 | N/A |
| | **Total** | **$1,100,000** | **$1,100,000** | **$0** | |

**7. PAYMENT**

Payments shall be made in accordance with this section and the provisions set forth in **§5** of the Grant.

**7.1. Payment Schedule.** If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

| Payment | Amount | |
|---|---|---|
| Interim Payment(s) | $1,100,000 | Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses. |
| **Total** | **$1,100,000** | |

**7.2. Interest.** Grantee or Subgrantee may keep interest earned from Grant Funds up to $100 per year for administrative expenses.

**8. ADMINISTRATIVE REQUIREMENTS**

**8.1. Reporting**. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely. When there is a conflict between the reporting requirement in this section and the Guidance, the stricter requirement shall prevail.

**8.1.1. Monthly Pay Request and Status Reports.** Monthly Pay Requests shall be submitted to DOLA in accordance with **§4.5** of this **Exhibit B**.

**8.1.2. Final Reports.** Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

**8.1.3. Section 3 Report.** The Section 3 report shall be submitted to the DOLA Program Manager at the time of Project Closeout.

**8.1.4. Single Audit Report.** If Grantee is required to have a single audit, Grantee shall submit a copy of its audit report to DOLA within 180 days of its fiscal year-end.

**8.1.5. Verification of Limited Clientele**. This subsection shall apply when **§1.2.2** above is checked. Grantee shall keep on file verification of income eligibility for project beneficiaries using income limits as referenced in **§3.2.1** above.

**8.1.5.1. Verification of Clientele – Urgent Need.** This subsection shall apply when **§1.2.6** above is checked. If the National Objective for this Grant is Urgent Need, income eligibility is waived. Grantee shall keep on file and report to DOLA all verification data except income eligibility for Project beneficiaries.

**8.2. Monitoring.** DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

**8.2.1. Subgrantee/Subcontractor**. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

**8.3. Change of Use.**

**8.3.1.** During a period of ten (10) years following the date of Project Closeout by the State, Grantee shall ensure Kite Route Crossing LLC **does not change the use or planned use of the real and/or personal property acquired or improved** unless: 1) the State determines the new use meets one of the national objectives of the CDBG program specified in **§1.2**; and 2) the Grantee provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes.

**8.3.2.** If Grantee decides, after consultation with affected citizens that it is appropriate to change the use of the real and/or personal property to a use which the State determines does not qualify in meeting a CDBG national objective, Grantee shall reimburse to the State an amount equal to the current fair market value of the real and/or personal property, less any portion of the value attributable to expenditures of

non-CDBG funds for acquisition of and improvements to, the real and/or personal property.

**8.3.3.** After the ten (10) year period following the Project Closeout date, no State restrictions on use of the real and/or personal property shall be in effect.

**8.4. Environmental Requirements.** Grantee shall comply with all HUD environmental requirements and shall not obligate Grant funds prior to receipt of the written release of funds from the State.

**8.5. Public Hearing.** Grantee shall conduct at least one public hearing prior to Project Closeout to get input on its performance from citizens. Comments made during the public hearing shall be forwarded to the Department.

**8.6. Recordkeeping.** Grantee shall maintain records in accordance with the CDBG-DR Program Policies. The CDBG-DR Program Policies and Procedures are available on the CDBG-DR website or from the CDBG-DR Program Manager.

**8.7. Bonds.** If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds here under from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

**8.7.1. Bid Bond.** A bid guarantee from each bidder equivalent to 5 percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

**8.7.2. Performance Bond.** A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

**8.7.3. Payment Bond.** A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

**8.7.4. Substitution.** The bonding requirements in this **§8.3** may be waived in lieu of an irrevocable letter of credit if the price is less than $50,000.

**9. CONSTRUCTION/RENOVATION.** The following subsections shall apply to construction and/or renovation related projects/activities:

**9.1. Plans & Specifications**. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

**9.2. Procurement**. A construction contract shall be awarded to a qualified construction firm through a DOLA approved selection process with the Grantee being obligated to award the construction contract to either the lowest responsive, responsible bidder meeting the Grantee's specifications or to the RFP proposal providing the greatest value to the Grantee.

**9.2.1. Procurement Standard**. Grantee shall follow appropriate procurement standards, either local or State, including the selection and payment of contractors, consultants, architects, engineers, and purchase of materials necessary for the completion of the Project.

**9.3. Subcontracts**. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

**9.4. Standards**. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

**9.5. Bidding.** Grantee shall provide to DLG all necessary forms relating to bidding and construction funded by CDBG funds.

**9.6. Davis-Bacon Act.** Grantee, its contractors and subcontractors shall comply with all the requirements of the Davis-Bacon Act.

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# Exhibit C, Grant Federal Provisions

**1. Applicability of Provisions.**

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

**2. Definitions.**

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below. For a full list of definitions (as of October 1, 2024) under the Uniform Guidance, see 2 CFR 200.1

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Entity" means:

2.1.2.1. a non-federal entity;

2.1.2.2. a non-profit organization or for profit organization;

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.5. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.6. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.

2.1.7. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.8. “Nonprofit Organization” organization, that:

2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.8.2. Is not organized primarily for profit; and

2.1.8.3. Uses net proceeds to maintain, improve, or expand the organization’s operations; and

2.1.8.4. Is not an IHE.

2.1.9. “OMB” means the Executive Office of the President, Office of Management and Budget.

2.1.10. “Pass-through Entity” means a recipient or subrecipient that provides a Subaward to a Subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the Subaward agreements between the pass-through entity and subrecipient.

2.1.11. “Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.12. “Subaward” means an award provided by a pass-through entity to a Subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. The term does not include payments to a contractor, beneficiary or participant.

2.1.13. “Subrecipient” means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency. Subrecipient also means Grantee.

2.1.14. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

2.1.15. "Total Compensation" means the cash and noncash dollar value an Executive earns during the entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Unique Entity ID" (UEI) is the universal identifier for federal financial assistance applicants, as well as recipients and their direct subrecipients (first tier subrecipients).

2.1.18. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

**3. Compliance.**

3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

**4. System for Award Management (SAM) and Unique Entity ID Requirements.**

4.1. SAM. Subrecipient must obtain a UEI but are not required to fully register in Sam.gov. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the

Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient's information at http://www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

**5. Total Compensation.**

5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Subrecipient received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

**6. Reporting.**

6.1. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal

Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

**7. Effective Date and Dollar Threshold for Reporting.**

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements.

7.2. The procurement standards in §9 below are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

**8. Subrecipient Reporting Requirements.**

8.1. Subrecipient shall report as set forth below.

8.1.1. To Recipient. A Subrecipient shall report the following data elements in SAM for each Federal Award Identification Number (FAIN) assigned by a Federal agency to a Recipient no later than the end of the month following the month in which the Subaward was made:

8.1.1.1. Subrecipient Unique Entity ID;

8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;

8.1.1.3. Subrecipient parent's organization Unique Entity ID;

8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.1.6. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip Code +4, and Congressional District.

8.1.2. The Recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.frsrs.gov.

**9. Procurement Standards.**

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or

the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9.4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

9.5. Prohibition on certain telecommunications and video surveillance equipment or services (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

**10. Access to Records.**

10.1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.

10.2. A Subrecipient must collect, transmit, and store information related to this Subaward in open and machine-readable formats (2 CFR 200.336).

**11. Single Audit Requirements.**

11.1. If a Subrecipient expends $1,000,000 or more in Federal Awards during the Subrecipient’s fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued

pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $1,000,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

**12. Required Provisions for Subrecipient with Subcontractors.**

12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;

12.1.1. For agreements with Subrecipients – Include the terms in the Grant Federal Provisions Exhibit (this exhibit)

12.1.2. For contracts with Subcontractors – Include the terms in the Contract Federal Provisions Exhibit.

**13. Certifications.**

13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.415. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

**14. Exemptions.**

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Subrecipient with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

**15. Event of Default and Termination.**

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

15.2.2. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

15.2.3. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

15.2.4. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award

**16. Additional Federal Requirements.**

16.1. Whistle Blower Protections

16.1.1. An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

# EXHIBIT D – DUPLICATION OF BENEFITS

## 1. POLICIES AND PROCEDURES OVERVIEW.

**1.1.** The Colorado Department of Local Affairs (DOLA) is in receipt of Community Development Block Grant Disaster Recovery (CDBG-DR) funds from the Department of Housing and Urban Development (HUD). DOLA will use these funds to carry out activities to address the long-term recovery needs resulting from the DR-4634 Marshall Fire and Straight Line Winds such as the reconstruction and rehabilitation of residential structures; land acquisition to support the development of low-to-moderate (LMI) income housing; the implementation of mitigation measures for future disasters; assistance with economic recovery for households and businesses impacted by the disaster; and reconstruction of infrastructure impacted by the disaster.

**1.2.** Section 312 of the Stafford Act (42 U.S.C. 5155) requires all Stafford Act funded programs to ensure that Entities in receipt of federal disaster recovery dollars are not compensated for the same damages through multiple sources. HUD provided specific guidance for CDBG-DR funding through "Clarification of Duplication of Benefits Requirements under the Stafford Act for CDBG-DR Grantees," 76 Federal Register 221 (16 November 2011), pp. 71060-71066. That guidance was further updated with "Updates to Duplication of Benefits Requirements Under the Stafford Act for CDBG-DR Grantees" 84 Federal Register 119 (20 June 2019), pp. 28836-28848. This document reinforces those requirements and establishes applicability and responsibility in the implementation of Colorado's CDBG-DR grant.

## 2. SCOPE OF DOLA CDBG-DR POLICY.

**2.1.** This policy is applicable to all entities responsible for the implementation of programs and projects funded under Colorado's CDBG-DR grant.

## 3. POLICY.

**3.1.** All CDBG-DR-funded programs and projects are required to ensure appropriate procedures are in place to prevent Duplication of Benefit (DOB). Entities must ensure that DOB prevention is specifically addressed in their policies and procedures, and all subrecipient agreements and/or contracts must pass that responsibility down to Subrecipients. Subrecipients and entities providing direct benefits to beneficiaries must utilize procedures in accordance with HUD guidance as outlined below. Administering agencies must have a DOB calculation worksheet prepared for each beneficiary on file. Each beneficiary must sign a certification form regarding other assistance received. Both documents must be on file in accordance with 76 FR 71060 (November 16, 2011). Programs have the liberty to design forms that combine the calculation and the certification requirements. Third party verification of assistance is required, and every attempt to obtain verifications should be undertaken. When verifications are not obtainable, self-declaration can be used as a last resort, but should be the exception.

## 4. PROCEDURES.

**4.1.** The procedures provided below are consistent with Section III-1 of Colorado's Certifications to HUD and with 76 FR 71060 (November 16, 2011) and 84 FR 119 (June 20, 2019). In addition to the procedures below, all grant agreements must contain language indicating that any duplication of benefit received post-award will require repayment. Procedures are as follows:

**A**. Prior to assistance:

**i.** Identify total need.

**a.** Determine the specific purpose for the CDBG-DR request

**b.** Total need will be determined by project type (e.g. homeowner rehabilitation/reconstruction cost estimate, infrastructure reconstruction cost estimate). The total need must be documented.

**c.** All costs included in total need must be reasonable and necessary.

**ii.** Identify all sources of funding received and reasonably anticipated.

**a.** The application for assistance will require documentation for all sources of funding received or reasonably anticipated, and certification that all assistance is reported.

**b.** Secure third party verification of all sources of assistance (FEMA, SBA, private insurance, etc.) When third party verification is not available, document in the file the reason it was not available.

**iii.** Recording the information in the DOB Calculation Worksheet, determine which funding sources to include in or exclude from the unmet need calculation (based upon guidance in Fed. Reg. 71,060 – 71,066 (November 16, 2011)) and deduct assistance determined to be duplicative.

**iv.** Apply program cap, if applicable.

**v.** Arrive at maximum CDBG-DR assistance award amount.

**vi.** Execute grant/loan agreement with recipient/beneficiary, including provision that all additional funds received will be reported to the State or subrecipient program administrator within 15 calendar days of receipt. If the additional funds are determined to be duplicative, the award will be reduced and/or the recipient/beneficiary will be required to repay any disbursed duplicative benefit.

**B.** Upon completion of activity for which funds were awarded:

**i.** Require recipient/beneficiary to report and certify whether additional funds were received for disaster-related expenses, the amount, and when funds were received. If additional funds were received that are determined to be duplicative, require repayment.

**C.** One year after completion of activity for which funds were awarded):

**i.** Require recipient/beneficiary to report and certify whether additional funds were received for disaster-related expenses, the amount, and when funds were received. If additional funds were received that are determined to be duplicative, require repayment.

## 5. DOCUMENTATION.

**5.1.** Each beneficiary or project file must contain the following:

**A.** Duplication of Benefit calculation worksheet form to include:

**i**. Total development cost;

**ii.** Identification of unmet need;

**iii.** Identification of all sources of assistance provided to applicant;

**iv.** Identification of those sources that are duplicative (with comments as needed); and

**v.** Final award calculation.

**B.** Any required third party verifications of assistance and/or certifications as follows:

**i.** FEMA programs: letter/s from FEMA and/or data provided by FEMA;

**ii.** Insurance: letter from insurance company and/or data if available;

**iii.** SBA: letter/s from SBA and/or data provided by SBA; and

**iv.** Other program documentation as applicable.

**C.** Certification that no additional benefits have been received. This can be a signed affidavit from the beneficiary, or other comparable and approved form as created by the program.

**D.** A signed subrogation agreement from the recipient Note: Items (c) and (d) can and will most often be on the same form.

**5.2.** Additionally, at the program level each implementing agency must have the following:

**A.** A description/definition of Duplication of Benefit and likely sources within their program guidelines or in their application, and

**B.** Recapture policies and procedures.

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## 6. REQUIRED VERIFICATION BY PROGRAM AREA TABLE.

| Type of Aid | Program Area = Long term recovery and restoration of: | | | |
|---|---|---|---|---|
| | Infrastructure | Housing | Economic Revitalization | Mitigation |
| Insurance | | X | X | X |
| SBA | | X | X | X |
| FEMA IA | | X | | X |
| FEMA PA | X | | | X |
| FHA/CDOT | X | | | X |
| Other* | X | X | X | X |

*Includes charitable resources, local government programs, donations of easements or land, other federal funds (CDBG/HOME, ESG, ARPA), or State programs such as Impact grants, Disaster Emergency Fund, Housing Development Grant (HDG), etc.

## 7. RESPONSIBLE PERSONNEL.

**7.1.** The Department of Local Affairs, Division of Local Government:

**A.** CDBG-DR Program Manager – overall program management

**i.** Day to day leadership, management, and decision making for CDBG-DR grant;

**ii.** Ensure program requirements, federal rules, and regulations are adhered to;

**iii.** Manage and maintain contracts and payments;

**iv.** Provide guidance and oversight to partner agencies;

**v.** Communicate and coordinate with HUD;

**vi.** Manage successful execution of the grant; and

**vii.** Provide training and technical assistance as deemed appropriate.

**B.** Disaster Recovery and Resilience Program Assistant

**i.** Organize and implement applications and funding decisions;

**ii.** Complete program reporting within DRGR;

**iii.** Respond and provide technical assistance;

**iv.** Maintain DOLA grants portal;

**v.** Ensure compliance with contract files, federal requirements and state requirements; and

**vi.** Prepare and track budgets, reimbursements.

**7.2.**

**7.3.** Activities carried out through subrecipients:

**A.** Subrecipient program administrator – initial calculation and follow-up; and

B. Compilation and submission of documentation; submission of payment requests and reports to DOH.

## 8. ADMINISTRATION AND RESPONSIBILITY.

**8.1.** The DOLA CDBG-DR Manager or his/her designee is responsible for ensuring that duplication of benefits policies and procedures are available for all CDBG-DR funded programs and that entities and Subrecipients are monitored for compliance with this policy. State agencies and subrecipients are responsible for developing and implementing DOB policies and procedures for programs under their purview.

**8.2.** Entities and Subrecipients directly serving beneficiaries are responsible for ensuring that DOB procedures are followed and DOB calculations and certifications are available on file for all beneficiaries. All entities and subrecipients must have recapture procedures in place and in writing within all grant agreements in accordance with 31 U.S.C. Chapter 37 for the return of any identified Duplication of Benefit.

**8.3.** The DOLA CDBG-DR Manager is responsible for the administration, revision, interpretation, and application of this policy. This policy will be reviewed annually and revised as needed to address State and Federal requirements.

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# STATE OF COLORADO CONTRACT MODIFICATION

## OPTION LETTER #Insert # Here

## SIGNATURE AND COVER PAGE

**State Agency**

Department of Local Affairs (DOLA)

**Grantee**

Insert Grantee's Full Legal Name

**Project Number and Name**

Insert DOLA's project number and name

**Option Letter CMS Number**

Insert CMS number for this Amendment

**Previous CMS #(s)**

Insert CMS number for orig Agreement, and any prior chg docs

**Program Name**

Community Development Block Grant Program

(Acctg Dropdwn CDBG-DR)

**Funding Account Codes**

Enter CTGG1 number

**Phase Code**

Acctg enters Phase Code

**DLG Portal Number**

Insert DLG Portal number for this Project

**Current Grant Agreement Expiration Date**

Month Day, Year

**Prior Grant Agreement Expiration Date**

Month Day, Year

**Grant Amount**

Initial Award: $0.00

Option Letter # and date effective/spendable: $0.00

Option Letter # and date effective/spendable: $0.00

Total Grant Amount: $0.00

**DOLA Program Manager**

Will Cundiff, (303) 551-3580

(will.cundiff@state.co.us)

**DOLA Program Assistant**

TBD

SAMPLE

**STATE OF COLORADO**
Jared S. Polis, Governor
Colorado Department of Local Affairs

By: Maria De Cambra, Executive Director

Date: _____

**STATE CONTROLLER**
Robert Jaros, CPA, MBA, JD

By: Kelly Bearden, DOLA Controller Delegate

Effective Date: _____

In accordance with **§24-30-202**, C.R.S., this Option is not valid until signed and dated above by the State Controller or an authorized delegate.

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SAMPLE

1. **OPTIONS.** Choose all applicable options listed in §1 and in §2:

   A. ☐ Option to extend (use this option for Extension of Time)

   B. ☐ Change in the Grant Award Amount within the current term (use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)

   C. ☐ Budget Line Adjustment(s) reallocation of awarded Grant Funds to Budget Line(s) (use this Option to redistribute existing Grant Funds between budget lines)

2. **REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

   A. **For use with Option 1(A):** In accordance with **Section 2(A)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option for an additional term beginning **Insert start date** and ending on **Insert ending date**. Tables in **Sections 4.3** and **4.5.2** of **Exhibit B** are deleted and replaced with the following:

| **Milestone/Performance Measure** | **By:** |
|---|---|
| Put Project out to bid. | Within __ days of the Effective Date of this Intergovernmental Grant Agreement. |
| Award and finalize subcontract(s) and/or sub-grant(s). | [give target date] |
| Provide DOLA with Project Timeline | Within __ days of the Effective Date of the subcontract(s). |
| Contractor mobilization/begin Work. | Within __ days of the Effective Date of the subcontract(s). |
| Submit Quarterly Pay Requests | **See §4.5.2 below** |
| Submit Quarterly Status Reports | **See §4.5.2 below** |
| Submit Project Final Report | [give date certain] |

SAMPLE

| Month | Year | Due Date | Pay Request Due | Status Report Due |
|---|---|---|---|---|
| January | 2026 | March 2, 2026 | Yes | Yes |
| February | 2026 | March 30, 2026 | Yes | Yes |
| March | 2026 | April 30, 2026 | Yes | Yes |
| April | 2026 | May 30, 2026 | Yes | Yes |
| May | 2026 | June 30, 2026 | Yes | Yes |
| June | 2026 | JULY 15, 2026* | Yes | Yes |
| July | 2026 | August 30, 2026 | Yes | Yes |
| August | 2026 | September 30, 2026 | Yes | Yes |
| September | 2026 | October 30, 2026 | Yes | Yes |
| October | 2026 | November 30, 2026 | Yes | Yes |
| November | 2026 | December 30, 2026 | Yes | Yes |
| December | 2026 | January 30, 2027 | Yes | Yes |

B. **For use with Option 1(B):** In accordance with **Section 5(A)(i)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to increase/decrease Grant Funds awarded for this Project in an amount equal to **amt of increase or (decrease)**, from **beginning dollar amt** to **ending dollar amt**. The Grant Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement is hereby changed to **ending dollar amt**. The Budget table in **Section 6.2** and the Payment Schedule in **Section 7.1**, both of **Exhibit B**, are deleted and replaced with the following:

| Budget Line(s) | | Total Project Cost | Grant Funds | Other Funds | Other Funds Source |
|---|---|---|---|---|---|
| Line # | Cost Category | | | | |

| | | | | | |
|---|---|---|---|---|---|
| | Architectural/Engineering Services | $ 0.00 | | | Grantee |
| | Construction/Improvement of Public Roadways | | | | Grantee |
| | **Total** | **$ 0.00** | **$ 0.00** | **$ 0.00** | |

| Payment | Amount | |
|---|---|---|
| Interim Payment(s) | | Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses. |
| Final Payment | | Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports. |
| **Total** | | |

C. **For use with Option 1(C):** In accordance with **Section 5(D)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to re-allocate awarded Grant Funds within the Project Budget. The Budget table in **Section 6.2** of **Exhibit B** is deleted and replaced with the following:

| Budget Line(s) | | Total Project Cost | Grant Funds | Other Funds | Other Funds Source |
|---|---|---|---|---|---|
| Line # | Cost Category | | | | |
| | Architectural/Engineering Services | $ 0.00 | | | Grantee |
| | Construction/Improvement of Public Roadways | | | | Grantee |
| | **Total** | **$ 0.00** | **$ 0.00** | **$ 0.00** | |

SAMPLE

**3. OPTION LETTER EFFECTIVE DATE:**

The effective date of this Option Letter is upon approval of the State Controller or Month Day, Year, whichever is later.

SAMPLE

# EXHIBIT I, SAFEGUARDING REQUIREMENTS FOR FEDERAL TAX INFORMATION

This Exhibit regarding Safeguarding Requirements for Federal Tax Information ("Exhibit") is an essential part of the agreement between the State and Contractor as described in the Contract to which this Exhibit is attached. Unless the context clearly requires a distinction between the Contract and this Exhibit, all references to "Contract" shall include this Exhibit.

The language of this Exhibit is, in part, derived from Internal Revenue Service (IRS) Publication 1075, *Tax Information Security Guidelines For Federal, State and Local Agencies, Safeguards for Protecting Federal Tax Returns and Return Information (Rev. 11-2021)*, Exhibit 7 – Safeguarding Contract Language. This Exhibit is not exhaustive of all requirements contained in IRS Publication 1075. By agreeing to this Exhibit, Contractor also agrees to comply with all applicable requirements in IRS Publication 1075 or described on the website of the IRS Safeguards Program, located at www.irs.gov/privacy-disclosure/safeguards-program.

**1. PERFORMANCE**

In performance of the Contract, Contractor agrees to comply with and assume responsibility for compliance by Contractor's officers or employees with the following requirements:

A. All Work will be performed under the supervision of Contractor.

B. Contractor and Contractor's officers or employees to be authorized to access FTI must meet background check requirements defined in Internal Revenue Services (IRS) Publication 1075 and §24-50-1002, C.R.S. Contractor will maintain a list of officers or employees authorized to access FTI. Such list will be provided to the State and, upon request, to the IRS.

C. FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this Contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection or disclosure of FTI to anyone other than Contractor or Contractor's authorized officers or employees is prohibited.

D. FTI shall be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.

E. By signing the Contract, which includes this Exhibit, Contractor certifies that FTI processed during the performance of this Contract will be completely purged from all physical and electronic data storage with no output to be retained by Contractor at the time the Work is completed. If immediate purging of physical and electronic data storage is not possible, Contractor certifies that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.

F. Any spoilage or any intermediate hard copy printout that may result during the processing of FTI shall be given to the State. When this is not possible, Contractor shall be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the State with a statement containing the date of destruction, description of material destroyed, and the destruction method.

G. All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

H. No Work involving FTI furnished under this Contract will be subcontracted without the prior written approval of the State and the Governor's Office of Information Technology, and the IRS.[1]

I. Contractor will ensure that the terms of FTI safeguards described in this Exhibit are included, without modification, in any approved subcontract for Work involving FTI.

[1] *see* IRS Publication 1075, Exhibit 6 Contractor 45-Day Notification Procedures.

J. To the extent the terms, provisions, duties, requirements, and obligations of the Contract apply to performing services with FTI, Contractor shall assume toward each Subcontractor all obligations, duties and responsibilities that the State under the Contract assumes toward Contractor, and each Subcontractor shall assume toward Contractor all the same obligations, duties and responsibilities which Contractor assumes toward the State under the Contract.

K. In addition to the Subcontractor's obligations and duties under an approved subcontract, the terms and conditions of the Contract apply to the Subcontractor, and the Subcontractor is bound and obligated to the Contractor hereunder by the same terms and conditions by which Contractor is bound and obligated to the State under this Contract.

L. For purposes of this Contract, the term "Contractor" includes any officer or employee of Contractor with access to or who uses FTI, and the term "Subcontractor" includes any officer or employee of the Subcontractor with access to or who uses FTI.

M. Contractor will not use live FTI in a test environment or utilize a cloud computing model that receives processes, stores, or transmits FTI without express written authorization from the State.[2]

N. Contractor will maintain the confidentiality of all Tax Information provided by the State or learned in the course of Contractor's duties under the Contract in accordance with safeguards set forth under §39-21-113(4), C.R.S., as amended.

O. Contractor agrees to comply with the following additional requirements in performance of this Contract:

None, unless otherwise specified

P. The State will have the right to void the Contract if Contractor fails to meet the terms of FTI safeguards described in this Exhibit.

**2. CRIMINAL/CIVIL SANCTIONS**

[2] *see* IRS Publication 1075, Section 2.0 Physical Security Requirements, subsections 2.E.6.1 Cloud Computing and 2.E.6.4 Live Data Testing.

A. Each officer or employee of Contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized in this Exhibit, and that further disclosure of any FTI for a purpose not authorized in this Exhibit constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

B. Each officer or employee of Contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized in this Exhibit, and that access/inspection of FTI without an official need-to-know for a purpose not authorized in this Exhibit constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

C. Each officer or employee of Contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection, or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of $1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access, inspection, or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by Internal Revenue Code (IRC)§§7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

D. Additionally, Contractor shall inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Contractor by 5 U.S.C. 552a(m)(1), provides that any officer or employee of Contractor, who (i) by virtue of his/her employment or official position, has possession of or access to State records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and (ii) knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

E. Granting Contractor access to FTI must be preceded by certifying that each officer or employee understands the State's security policy and procedures for safeguarding FTI. Contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the State's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the State's files for review. As part of the certification and at least annually afterwards, Contractor and each officer and employee must be advised of the provisions of IRC §§7213, and 7213A, and 7431 (see *Exhibit 4, Sanctions for Unauthorized Disclosure*, and *Exhibit 5, Civil Damages for Unauthorized Disclosure* of IRS Publication 1075). The training on the State's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches.[3] For the initial certification and the annual certifications, Contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

**3. INSPECTION**

The IRS and the State, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of Contractor to inspect facilities and operations performing any Work with FTI under this Contract for compliance with requirements defined in IRS Publication 1075. The IRS's right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process, or transmit FTI. Based on the inspection, corrective actions may be required in cases where Contractor is found to be noncompliant with FTI safeguard requirements.

[3] *see* IRS Publication 1075, Section 1.0 Federal Tax Information, Reviews and Other Requirements, subsection 1.8 Reporting Improper Inspections or Disclosures and www.irs.gov/privacy-disclosure/reporting-improper-inspections-or-disclosures.

**PROMISSORY NOTE**
**(KITE ROUTE CROSSING / TOWN CDBG-DR LOAN)**

Principal amount: [$1,100,000.00] [February ___, 2026]

1. **Promise to Pay.** For value received, Kite Route Crossing LLC, a Colorado limited liability company ("**Borrower**"), promises to pay to the order of Town of Superior, a Colorado home rule municipality ("**Lender**"), the principal sum of [One Million One Hundred Thousand and No/100ths Dollars ($1,100,000.00)] or so much thereof as Lender has advanced hereunder, together with interest thereon at the annual rate of [zero percent (0.00%)], from the date of this Note, or such other rate as set forth herein, until paid. Interest shall accrue daily, shall be payable in arrears at the maturity of this Note, and shall be calculated on the basis of a 365-day year and the actual number of days elapsed.

2. **Maturity Date.** All unpaid principal and accrued interest shall be due on [December 31, 2065] or such earlier date as the indebtedness is accelerated hereunder (the "**Maturity Date**"); provided, however, that upon a sale of the Property (defined below), any unpaid principal and interest shall be immediately due and payable.

3. **Principal and Interest Payments.** Borrower shall make annual payments of accrued interest and principal under this Note to the extent of [Net Cash Flow] (as defined in the Amended and Restated Operating Agreement of Borrower dated [the date hereof] (the "**Operating Agreement**")) and [Capital Transaction] proceeds resulting from a capital transaction (as such capitalized terms are defined in the Operating Agreement) in the amount and in the priority set forth in the Operating Agreement after payment in full of all amounts then due and owing under the Senior Loans (defined below) and the items specified in the Operating Agreement as having payment priority over payments under this Note. Borrower shall also make payments due on the Maturity Date hereof and upon sale of the property encumbered by the Deed of Trust (defined below) (the "**Property**"). All payments of principal and interest hereof shall be made to Lender, at its offices at 124 E. Coal Creek Drive, Superior, CO 80027, via wire transfer, or by such other means or at such other places as may be designated in writing by Lender. All payments received hereunder shall be applied first to accrued interest as of the date of payment and then to the outstanding principal balance of this Note.

4. **Prepayment.** After repayment in full of the Senior Loans, this Note may be prepaid, either in whole or in part, at any time without premium or penalty and without the prior consent of the holder hereof.

5. **Default Rate.** Overdue principal, whether caused by acceleration of maturity or otherwise, shall bear interest at a rate per annum equal to five percentage points above the rate otherwise applicable under this Note (the "**Default Rate**") from the date due until paid, and shall be payable monthly or, at the option of the holder hereof, on demand. To the extent permitted by law, the Default Rate shall apply both before and after any judgment on the indebtedness evidenced by this Note.

6. **Maximum Rate Permitted by Law.** Borrower hereby represents that this loan is for commercial use and not for personal, family or household purposes. It is not intended hereby to charge interest at a rate in excess of the maximum rate of interest that Lender may charge to Borrower under applicable usury and other laws, but if, notwithstanding, interest in excess of such rate shall be paid hereunder, the excess shall be applied against any accrued and unpaid interest and then to principal of this Note as additional cash collateral for the payment of the loan evidenced by this Note, unless such retention is not permitted by law, in which case the interest rate on this Note shall be adjusted to the maximum permitted under applicable law during the period or periods that the interest rate otherwise provided herein would exceed such rate.

7. **Secured Note.** This Note is executed in connection with and is secured by, and the holder of this Note is entitled to the benefits of, a Deed of Trust to Public Trustee, Security Agreement, Financing Statement and Fixture Filing of even date herewith (together with any amendments, the "**Deed of Trust**") given by Borrower for the benefit of Lender to secure this Note. Reference is made to the Deed of Trust for a description of the Property covered thereby and the rights, remedies, and obligations of the holder hereof in respect thereto.

8. **Default; Acceleration.** In the event of (a) any default in any payment of the principal of or interest on this Note when due and payable that is not cured within 10 days after notice thereof from the Lender to Borrower or (b) any default or event of default under the provisions of the Deed of Trust that is not cured within any applicable cure periods set forth therein, then the whole outstanding principal sum of this Note plus accrued interest and all other obligations of Borrower to Lender, direct or indirect, absolute or contingent, now existing or hereafter arising, shall, at the option of the holder of this Note, become immediately due and payable without notice or demand, and the holder of this Note shall have and may exercise any or all of the rights and remedies provided herein and in the Deed of Trust, as they may be amended, modified or supplemented from time to time, and under applicable law.

9. **Costs and Expenses.** If Borrower fails to pay any amount due under this Note and Lender takes any action to collect the amount due or to exercise its rights under the Deed of Trust, including, without limitation, retaining attorneys for collection of this Note, or if any suit or proceeding is brought for the recovery of all or any part of or for protection of the indebtedness or to foreclose the Deed of Trust, then Borrower agrees to pay on demand all costs and expenses of any such action to collect, suit or proceeding, or any appeal of any such suit or proceeding, incurred by Lender, including, but not limited to, the reasonable fees and disbursements of Lender's attorneys and their staff.

10. **Waiver of Defenses.** Except as otherwise provided, Borrower waives presentment; demand; notice of dishonor; notice of default or delinquency; notice of acceleration and protest; notice of costs, expenses, or losses and interest thereon; assents to any extension of time with respect to any payment due under this Note, to any substitution or release of collateral, and to the addition or release of any party; notice of late charges; and diligence in taking any action to collect any sums owing under this Note or in proceeding against any of the rights or interests in or to properties securing payment of this Note.

11. **Severability.** If any provision in this Note shall be held invalid, illegal or unenforceable in any jurisdiction, the validity, legality or enforceability of any defective provisions shall not be in any way affected or impaired in any other jurisdiction, and in case of such determination of invalidity, illegality or unenforceability, all other provisions of this Note shall remain fully enforceable and shall be interpreted so as to give force and effect to the maximum extent possible of the intent of the parties in drafting the provisions of this Note, including any provision that has been held to be invalid, illegal or unenforceable.

12. **No Waiver.** No delay or failure of the holder of this Note in the exercise of any right or remedy provided for hereunder, nor any waiver of any payment or other right under this Note, shall be deemed a waiver of such right by the holder hereof, and no exercise of any right or remedy shall be deemed a waiver of any other right or remedy that the holder may have.

13. **Notices.** All notices given hereunder shall be in writing, shall be hand delivered or sent by overnight courier or by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

Borrower: Kite Route Crossing LLC
c/o Pennrose Holdings, LLC
230 Wyoming Ave
Kingston, PA 18704
Attention: Timothy I. Henkel

with a copy to:

Berman Indictor LLP
Three Logan Square
1717 Arch Street Suite 3301
Philadelphia, PA 19104
Attention: Steven P. Berman

and:

New Communities Law PLLC
1919 14th Street, Suite 700
Boulder, CO 80302
Attention: Ben Doyle

and:

Hudson Housing Capital
630 Fifth Avenue – 28th Floor
New York, NY 10111
Attention: [_____]

with a copy to:

Thompson Coburn LLP
One US Bank Plaza
St. Louis, MO 63101
Attention: Nick Kappas

Lender: Town of Superior
124 E. Coal Creek Drive
Superior, CO 80027
Attention: Town Manager

with a copy to:

_____
_____
_____
_____
_____

Any such notice shall be deemed effective when hand delivered, or one day after timely delivery to an overnight courier for next day delivery (as evidenced by a receipt from the overnight courier), or three days after notice is deposited with the U.S. Postal Service.

14. **Consent to Venue and Jurisdiction.** At the option of the holder hereof, an action may be brought to enforce this Note in the District Court in the County of Boulder, Colorado or in any other court in which venue and jurisdiction are proper. Borrower and all signers or endorsers hereof consent to venue and jurisdiction in the District Court in the County of Boulder, Colorado, and to service of process as permitted under Colorado law, in any action commenced to enforce this Note.

15. **Time.** Time is of the essence in all provisions of this Note.

16. **Subordination.** The loan evidenced by this Note, this Note, and all other Loan Documents are subject and subordinate to the following senior loans: (i) a first lien construction loan from JPMorgan Chase Bank, N.A. in the principal amount of approximately $13.6 million, and (ii) a second lien HDG loan from the State of Colorado, Department of Local Affairs in the principal amount of $1,650,000 (together, the "**Senior Loans**"). Lender agrees to subordinate the Loan and the liens securing the same to all of the Senior Loans.

17. **Governing Law.** This Note and any claim, controversy or dispute arising under or related to this Note, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties will be governed by, and construed and enforced in accordance with, the laws of the State of Colorado without regard to any conflicts of law principles, except to the extent preempted by federal laws.

*(The remainder of this page is intentionally left blank.)*

Borrower has duly executed and delivered this Promissory Note (Kite Route Crossing / Town CDBG-DR Loan) effective as of the first date written above.

**BORROWER:**

**Kite Route Crossing LLC**,
a Colorado limited liability company

By: Kite Route Crossing MM LLC,
a Colorado limited liability company,
manager

By: Pennrose Holdings, LLC,
a Pennsylvania limited liability company,
managing member

By: _____
Timothy I. Henkel, Chief Executive Officer

**DEED OF TRUST TO PUBLIC TRUSTEE,**
**SECURITY AGREEMENT, FINANCING STATEMENT**
**AND FIXTURE FILING**

**(KITE ROUTE CROSSING / TOWN CDBG-DR LOAN)**

1. Date: [February ___, 2026]

2. Grantor: Kite Route Crossing LLC, a Colorado limited liability company, whose address is c/o Pennrose Holdings, LLC, 230 Wyoming Ave, Kingston, PA 18704, Attention: Timothy I. Henkel.

3. Beneficiary: Town of Superior, 124 E. Coal Creek Drive, Superior, CO 80027, Attention: Town Manager.

4. Trustee: The Public Trustee of the County of Boulder, Colorado.

5. Property: Real property located in Superior, Colorado and described on Exhibit A, together with all buildings, improvements, fixtures, easements, landscaping features, rents, issues and profits, condemnation awards and insurance proceeds, however evidenced, and all appurtenances used in connection with the real property ("**Property**").

6. Obligations Secured (collectively, "**Obligations**"):

(a) All indebtedness evidenced and created by a Promissory Note from Grantor in the principal amount of [$1,100,000.00] ("**Note**"), payable to Beneficiary, which Note evidences a loan payable in accordance with the terms and provisions of the Note, and all renewals, extensions, modifications, amendments, restatements, and substitutions of the Note;

(b) Future advances made by Beneficiary under the Note plus interest; and

(c) All other indebtedness due under the Note, this Deed of Trust, or any other document, instrument, or agreement evidencing, securing, or governing the loan evidenced by the Note (the Note, this Deed of Trust, and all amendments, replacements, extensions, and renewals of these documents, together with other documents, instruments, and agreements relating to this loan are collectively referred to as the "**Loan Documents**").

7. Grant. As security for the Obligations, Grantor hereby grants, bargains, sells, mortgages, and conveys the Property to Trustee in trust with the power of sale for the use and benefit of Beneficiary. As additional security for the Obligations, Grantor hereby grants Beneficiary a security interest in all personal property and fixtures now or later located on or used in connection with the Property, including without limitation the personal property, fixtures, and other collateral described in Exhibit B (collectively, "**Collateral**"). This Deed of Trust constitutes a security agreement under Colorado's Uniform Commercial Code ("**Code**").

8. Grantor's Warranties. Grantor warrants title to the Property and the Collateral subject only to the matters on Exhibit C ("**Permitted Encumbrances**"). Grantor warrants the person signing this Deed of Trust on its behalf has been authorized to do so and this Deed of Trust constitutes the valid, binding, and enforceable obligation of Grantor.

9. Grantor's Covenants. Grantor shall:

(a) pay and satisfy all Obligations on or before their due date and comply with and perform all the covenants contained in the Loan Documents;

(b) pay and satisfy when due all taxes and assessments and other claims or encumbrances related to the Property and the Collateral; however, Grantor may contest taxes, assessments, and claims;

(c) obtain and maintain insurance policies in an amount equal to the full replacement cost of the Collateral and all improvements on the Property, insuring against all risk of loss, damage, destruction, theft, and any other casualty as Beneficiary may reasonably require, with policy provisions and companies as Beneficiary reasonably approves, with Beneficiary named as a loss payee and providing that any policy will not be canceled without 30 days' prior written notice from the insurer to Beneficiary;

(d) obtain and maintain comprehensive general liability insurance covering the Property and Grantor in an amount reasonably satisfactory to Beneficiary with policy provisions and companies as Beneficiary reasonably approves, with Beneficiary named as a loss payee and providing that any policy will not be canceled without 30 days' prior written notice from the insurer to Beneficiary;

(e) deliver original or certified copies of all insurance policies to Beneficiary;

(f) keep the Collateral, the Property, and any improvements on the Property in good condition and repair and not commit or suffer any material waste;

(g) not commit or suffer destruction or removal of any material part of the Property or the Collateral without the prior written consent of Beneficiary, except for any removal necessary to complete construction of the project;

(h) comply with insurance policy provisions and all laws, ordinances, rules, and regulations of governmental authorities applicable to the Property or its use;

(i) keep the Property and the Collateral free and clear of all material liens, judgments, or other encumbrances other than the Permitted Encumbrances except those Grantor contests in good faith where adequate security has been posted; and

(j) appear in and defend any action or proceeding purporting to affect the Property or the Collateral.

10. Subject to DOLA Grant Agreement. Grantor acknowledges that Beneficiary has executed that certain Community Development Block Grant – Disaster Recovery ("**CDBG-DR**") grant

agreement (the "**DOLA Grant Agreement**") with the State of Colorado, acting by and through the Department of Local Affairs ("**DOLA**"), a copy of which has been provided to Grantor.

(a) Under the DOLA Grant Agreement, DOLA has provided or will provide to Beneficiary the CDBG-DR grant funds.

(b) The DOLA Grant Agreement sets forth certain obligations concerning the acquisition, development, and operation of the Property and the use of the CDBG-DR funds and spells out certain obligations arising with respect to any breach of the DOLA Grant Agreement (collectively, the "**Performance Obligations**"). The DOLA Grant Agreement obligates the Beneficiary to obtain the agreement of the Grantor, as the Property owner, to perform certain obligations (the "**Grantor Obligations**"). Grantor hereby agrees: (i) to perform, and to be bound by, the Grantor Obligations; (ii) that it will satisfy all of the Performance Obligations under the DOLA Grant Agreement as if the Performance Obligations apply directly to Grantor; and (iii) that it will give Beneficiary access to the Project, and to all relevant books and records relating to the Project, in order to enable Beneficiary to monitor the compliance of the Project and the Grantor with the Performance Obligations and the Grantor Obligations, and to provide any reports or other information required of Beneficiary under the DOLA Grant Agreement. Grantor acknowledges and agrees that the Project must meet certain affordability requirements set forth in the DOLA Grant Agreement and other documentation required by DOLA.

(c) Grantor indemnifies, defends, and holds harmless from and shall reimburse Beneficiary for all claims, losses, liabilities, or other obligations arising or asserted against Beneficiary as a result of any failure by Grantor or the Project to comply with any of the Performance Obligations or the Grantor Obligations, or any breach of the DOLA Grant Agreement, except to the extent that such claims, losses, liabilities, obligations, failure to perform or breach of the DOLA Grant Agreement are caused by the intentional or grossly negligent acts or omissions of Beneficiary. Beneficiary covenants and agrees to comply with the terms and provisions of the requirements of the DOLA Grant Agreement.

(d) Each party agrees to promptly notify the other party in the event it receives any notice, demand, or other correspondence from DOLA on matters concerning the CDBG-DR Funds.

(e) Beneficiary agrees to cooperate with the Grantor and DOLA as Grantor may desire or require from time to time, including the pursuit of extensions, modifications, and other accommodations with respect to the CDBG-DR Funds and related agreements with DOLA, provided such pursuits do not adversely impact Beneficiary. Beneficiary further agrees to cooperate with the Grantor and DOLA if additional project funds are available from DOLA with respect to the Project. In such event, so long as Grantor is not in default under any of its obligations to Beneficiary, Beneficiary agrees to cooperate in good faith with the Grantor to modify the Loan Documents to provide for the loan of such additional funds to the Grantor for the purpose of paying Project costs, and in accordance with any requirements and conditions of DOLA with respect to the additional funds, provided, that Investor's consent must be obtained prior to any such modifications.

11. Transfer. If Grantor leases (except for leases to residents in the ordinary course of business), sells, contracts to sell, conveys, transfers, or otherwise disposes of all or any part of either the Property, the Collateral, or both without the prior written consent of Beneficiary, Grantor shall immediately pay all Obligations at the election of the Beneficiary. As a condition to its consent to transfer, Beneficiary may require the transferee to assume the Obligations and impose any other conditions. However, the following transfers do not require the prior written consent of Beneficiary nor trigger immediate payment of the Obligations:

(a) a transfer of the Property and the Collateral to any lender mentioned in section 15 (Subordination) or its affiliates, successors, or assigns, to ;

(b) a transfer of the interest of the Investor(s) (as defined in the Amended and Restated Operating Agreement of Grantor ("**Operating Agreement**")) in the Grantor as provided in the Operating Agreement;

(c) removal and replacement of the Managing Member (as defined in the Operating Agreement) of the Grantor as provided in the Operating Agreement; and

(d) exercise of any right or option set forth in the Right of First Refusal Agreement or any other Project Document (as defined in the Operating Agreement) by Beneficiary.

12. Events of Default. The occurrence of any of the following constitutes an "event of default":

(a) Grantor fails to pay any of the Obligations when due, which failure Grantor does not cure within five days after notice from the Beneficiary;

(b) Grantor fails to perform or observe any other covenant, agreement, duty, or obligation contained in this Deed of Trust, which failure Grantor does not cure within 90 days after notice from the Beneficiary, or a longer period as Beneficiary deems necessary so long as Grantor works diligently and in good faith to cure;

(c) any warranty, representation, or statement of Grantor in this Deed of Trust, or otherwise made to Beneficiary by or on behalf of Grantor, proves to have been false in any material respect when made; or

(d) the occurrence of any default or event of default (however defined) beyond any applicable notice and cure period under the Loan Documents.

The Investor(s) or their designees may, but are not obligated to, cure any default of Grantor under any Loan Document. Any cure made or tendered by the Investor(s) is to be deemed a cure by Grantor, which Beneficiary shall accept or reject on the same basis as if made or tendered by Grantor.

13. Remedies Upon Default. Upon the occurrence of any event of default not cured within the applicable cure period, Beneficiary has the following rights and remedies which are cumulative and which Beneficiary may exercise with or without notice; separately, independently, or concurrently; more than once and in any order; without any election of remedies to be deemed made; without affecting the right of Beneficiary to exercise any other remedy or which Beneficiary

may have in law; and without regard to other remedies then, before, or after pursued or being pursued:

(a) to declare any or all of the Obligations immediately due and payable;

(b) to take immediate possession, management, and control of the Property;

(c) to lease, operate, repair, and maintain the Property at the expense of Grantor, and to perform other acts as Beneficiary may deem necessary or desirable;

(d) to collect and receive all rents, issues, and profits from the Property and to apply them to the Obligations or to repair and maintain the Property, or both;

(e) to apply for and obtain, ex parte and without notice, the appointment of a receiver for the Property or of its rents, issues, and profits, or both, and to have a receiver appointed as a matter of right without regard to the solvency of any person or the adequacy of any security or the existence of waste; Grantor hereby waives any right to a hearing or notice of hearing prior to the appointment of a receiver, and to have sums received by receivers, after deducting and paying costs and expenses of receiverships applied to the Obligations in a manner and order as Beneficiary deems appropriate;

(f) to foreclose this Deed of Trust through the Trustee or through the courts as the Beneficiary desires and to purchase the Property at any foreclosure sale; and

(g) with respect to any portion of the Collateral subject to the Code, Beneficiary has the remedies of a secured party under the Code, including, without limitation, the rights to immediate and exclusive possession of the Collateral.

Upon the occurrence of any event of default, all amounts owing under the Loan Documents shall bear interest at the default rate provided for in the Note from the due date until paid in full.

The proceeds of any foreclosure sale will be applied (a) first, to reimburse Beneficiary for all costs and expenses of foreclosure; then (b) to retire obligations secured by liens having priority over this Deed of Trust; then (c) to Beneficiary to pay the Obligations; then (d) to the owner of the Property.

Neither Grantor nor any member, partner, officer, director, shareholder, employee, agent or affiliate of Grantor nor any other third party has any personal liability for any amounts due under this Deed of Trust. In an event of default, Beneficiary shall look solely to the Property and the Collateral for payment of the Obligations and shall not seek any deficiency from any third party.

Notwithstanding anything to the contrary contained in the Loan Documents, if an event of default occurs, prior to exercising any remedies then Beneficiary shall give Grantor and the Investor(s) or their assigns simultaneous written notice of default at the address set forth in Section 16(g) below. Beneficiary shall not declare a default under this Deed of Trust or the Note before two years after the end of the Compliance Period (as defined in the Operating Agreement) unless the Beneficiary has received the prior written consent of the Investor(s).

14. Covenant of Beneficiary. Beneficiary covenants:

(a) in the event of a foreclosure of this Deed of Trust, it shall not violate any covenant made by Grantor in any Land Use Restriction Agreement or extended use agreement made in connection with low-income housing tax credits for the Property;

(b) to subordinate the lien created by this Deed of Trust and the Loan Documents to any extended low-income housing commitment (as Section 42(h)(6)(B) of the Internal Revenue Code defines that term ("**Extended Use Agreement**")) recorded against the Property, provided that the Extended Use Agreement, by its terms, must terminate upon foreclosure under this Deed of Trust or upon a transfer of the Property in lieu of foreclosure in accordance with Section 42(h)(6)(E) of the Internal Revenue Code.

(c) Notwithstanding the foregoing, so long as [Hudson Housing Capital] (or an affiliate thereof) is a member of Grantor, Beneficiary will not commence foreclosure proceedings with respect to the Property under the Note or this Deed of Trust or exercise any other rights or remedies it may have under the Note or the Deed of Trust, including, but not limited to, accelerating the Note, collecting rents, appoint (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder. Beneficiary waives no rights or remedies it may have under the Note or this Deed of Trust, but merely agrees not to enforce those rights or remedies until the end of the Compliance Period (as such term is defined in Grantor's Operating Agreement).

15. Subordination. The lien created by this Deed of Trust is also subordinate to (i) the deed of trust granted by Grantor for the benefit of J.P. Morgan Chase, N.A., securing a loan in the principal amount of approximately $13.6 million ("**Construction Loan**"), and (ii) the deed of trust granted by Grantor for the benefit of DOLA securing a loan in the approximate principal amount of $1,650,000 (the "**CDOH HDG Loan**" and, together with the Construction Loan, the "**Senior Loans**"). Grantor shall enter into a subordination agreement with respect to the Senior Loans as reasonably requested.

16. Miscellaneous.

(a) This Deed of Trust constitutes a fixture filing.

(b) This Deed of Trust and each of its provisions bind the heirs, personal representatives, successors, and assigns of Grantor and inure to the benefit of the Trustee, the Beneficiary, and their successors and assigns.

(c) This Deed of Trust may be amended or modified only by an instrument in writing signed by the party charged with the amendment or waiver.

(d) Upon production of the cancelled Note, the Trustee must release this Deed of Trust without further showing as to payment of the Obligations.

(e) The Trustee must release parts of the Property from the lien of this Deed of Trust upon the request of Beneficiary without impairing any rights or priority Beneficiary may have in the remainder of the Property.

(f) Failure on the Beneficiary's part to exercise its rights in the event of any one default does not constitute a waiver of its rights in any later default.

(g) Any notice and other communication required or contemplated by this Deed of Trust must be in writing and delivered as set forth in the Note, addressed to the parties at the respective addresses set forth on page 1 of this Deed of Trust, or at another address as a party may designate in writing, and in the case of notices to Grantor, with a copy to:

Kite Route Crossing LLC
230 Wyoming Ave
Kingston, PA 18704
Attention: Timothy I. Henkel

with a copy to:

Berman Indictor LLP
Three Logan Square
1717 Arch Street Suite 3301
Philadelphia, PA 19104
Attention: Steven P. Berman

and:

New Communities Law PLLC
1919 14th Street, Suite 700
Boulder, CO 80302
Attention: Ben Doyle

and:

Hudson Housing Capital
630 Fifth Avenue – 28th Floor
New York, NY 10111
Attention: [_____]

with a copy to:

Thompson Coburn LLP
One US Bank Plaza
St. Louis, MO 63101
Attention: Nick Kappas

(h) Grantor hereby consents to venue and jurisdiction in the District Court in the County of Boulder, Colorado and to service of process as permitted under Colorado law in any action to enforce this Deed of Trust.

(i) Time is of the essence in the Grantor's performance of its Obligations.

*(The remainder of this page is intentionally left blank.)*

Grantor has signed this Deed of Trust (KITE ROUTE CROSSING / TOWN CDBG-DR LOAN) on the date written above.

**GRANTOR:**

**Kite Route Crossing LLC**,
a Colorado limited liability company

By: Kite Route Crossing MM LLC,
a Colorado limited liability company,
manager

By: Pennrose Holdings LLC,
a Pennsylvania limited liability company,
managing member

By: _____
Timothy I. Henkel, Chief Executive Officer

STATE OF _____ )
) ss.
COUNTY OF _____ )

This instrument was acknowledged before me this ____ day of _____, 2026, by Timothy I. Henkel, Chief Executive Officer, Pennrose Holdings LLC, as managing member of Kite Route Crossing MM LLC, as manager of Kite Route Crossing LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires _____

_____
Notary Public

**Exhibit A**

(Attached to and forming a part of the Deed of Trust to Public Trustee, Security Agreement, Financing Statement and Fixture Filing (KITE ROUTE CROSSING / TOWN CDBG-DR LOAN))

Real Property

LOT 21, BLOCK 1, DISCOVERY OFFICE PARK/SUPERIOR TOWN CENTER REPLAT NO. 3, RECORDED APRIL 12, 2018 UNDER RECEPTION NO. 03650274, COUNTY OF BOULDER, STATE OF COLORADO.

**Exhibit B**

(Attached to and forming a part of the Deed of Trust to Public Trustee, Security Agreement, Financing Statement and Fixture Filing (KITE ROUTE CROSSING / TOWN CDBG-DR LOAN))

Collateral Description

All of Grantor's right, title, and interest now owned or hereafter acquired in and to the following:

(a) all personal property of whatever nature now owned or later acquired by the Grantor for use at the Property, including, without limitation:

(i) all building, maintenance, service, or other equipment; all building, maintenance, or raw materials or supplies, all component parts, work in progress, and inventory; all appliances; all office equipment; all furnishings, all furniture; all fixtures at any time related to the Property; all machinery; and all tools;

(ii) all bonding, construction, development, financing, guaranty, indemnity, maintenance, management, service, supply, warranty, and other agreements, commitments, contracts, and subcontracts; all architectural, engineering, and other plans and specifications, reports, studies, and related agreements; all insurance policies and proceeds; and all bonds, to the extent these items are assignable;

(iii) all deposits, reserves, deferred payments, rebates, refunds, and returns of money or property paid to or deposited with any governmental body, agency, or authority, or any public or private utility, district, or company, insurance companies, or any other person, and all claims, causes of action, judgments, and settlements at any time arising from damage to, taking of, or any loss, impairment, or diminution in value of any of the Property or the Collateral described here or in the use of any Property or Collateral;

(iv) all of Grantor's right, title, and interest to all governmental or other approvals, permits, licenses, or grants of rights or privileges with respect to the Property, to the extent such items are assignable; and

(v) all accounts, accounts receivable, and all cash or cash investments in any bank, savings, or escrow accounts maintained by Grantor which are used for or in connection with the operation or management of the Property, including, without limitation, security deposit and working capital accounts; and

(b) all cash and noncash proceeds or products from the sale or other disposition of the Collateral described in paragraphs (a)(i) through (a)(v) above.

**Exhibit C**

(Attached to and forming a part of the Deed of Trust to Public Trustee, Security Agreement, Financing Statement and Fixture Filing (KITE ROUTE CROSSING / TOWN CDBG-DR LOAN))

Permitted Encumbrances

[NTD: to be updated based on the final title commitment]

1. Intentionally omitted.
2. Intentionally omitted.
3. Intentionally omitted.
4. Intentionally omitted.
5. Intentionally omitted.
6. Intentionally omitted.
7. Intentionally omitted.
8. Intentionally omitted.
9. RESERVATION OF ALL COAL AND SUCH RIGHT OF WAY AND OTHER GROUNDS AS MAY BE NECESSARY FOR THE PROPER WORKING OF ANY COAL MINES THAT MAY BE DEVELOPED AND TRANSPORTATION OF COAL FROM THE SAME, AS MADE BY THE UNION PACIFIC RAILWAY AND TELEGRAPH COMPANY IN DEED RECORDED MAY 17, 1888 IN BOOK 114 AT PAGE 558.

   QUIT CLAIM DEED IN CONNECTION THEREWITH RECORDED APRIL 14, 1971 UNDER RECEPTION NO. 972843 AND RELEASE AND QUITCLAIM DEED THEREWITH RECORDED NOVEMBER 24, 1998 UNDER RECEPTION NO. 1874271.

10. MINERAL RIGHTS AS CONVEYED TO THE AGATE COAL COMPANY IN DEED RECORDED NOVEMBER 28, 1908 IN BOOK 340 AT PAGE 32, AS SUBSEQUENTLY CONVEYED TO THE NORTHERN COAL AND COKE COMPANY BY DEED RECORDED OCTOBER 16, 1911 IN BOOK 340 AT PAGE 572, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

11. OIL AND GAS LEASE BETWEEN JOHN A. TOVADO AND GERALDINE M. TOVADO AND JOHN H. BRUNEL, RECORDED AUGUST 30, 1977 UNDER RECEPTION NO. 239872 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

    NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

12. OIL AND GAS LEASE RECORDED OCTOBER 21, 1977 UNDER RECEPTION NO. 247957 AND EXTENSION RECORDED SEPTEMBER 2, 1980 UNDER RECEPTION NO. 410485 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

    NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

13. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 17, 2002 UNDER RECEPTION NO. 2288483.

14. NOTICE OF MINERAL INTEREST AND SURFACE USE RECORDED MARCH 7, 2007 UNDER RECEPTION NO. 2840804.

15. REQUEST FOR NOTICE OF SURFACE DEVELOPMENT RECORDED SEPTEMBER 28, 2009 UNDER RECEPTION NO. 3032258.

16. AN UNDIVIDED ONE HALF INTEREST IN AND TO ALL COAL AND OTHER MINERALS, INCLUDING OIL AND GAS, AS RESERVED IN DEED RECORDED OCTOBER 16, 1948 IN BOOK 835 AT PAGE 30, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

17. AN UNDIVIDED ONE HALF INTEREST IN AND TO ALL COAL AND OTHER MINERALS, INCLUDING OIL AND GAS, AS RESERVED IN DEED RECORDED OCTOBER 16, 1948 IN BOOK 835 AT PAGE 33, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

18. THOSE MINERAL INTERESTS, TOGETHER WITH ANY RIGHTS OF INGRESS AND EGRESS FOR THE PURPOSE OF MINING, DRILLING, AND EXPLORATION, AS CONVEYED OR AS EVIDENCED BY INSTRUMENTS RECORDED MARCH 9, 1964 IN BOOK 1325 AT PAGE 120; AUGUST 18, 1966 UNDER RECEPTION NO. 824401; APRIL 7, 1977 UNDER RECEPTION NO. 217506; JULY 1, 1980 UNDER RECEPTION NO. 401365; JULY 29, 1988 UNDER RECEPTION NO. 00932643; MAY 7, 1997 UNDER RECEPTION NO. 1696587; AND MARCH 30, 2012 UNDER RECEPTION NO. 3213069.

19. OIL, GAS AND OTHER MINERAL RIGHTS AS RESERVED IN DEEDS RECORDED MAY 23, 1979 UNDER RECEPTION NOS. 338662, 338663, 338664 AND 338665, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

20. ALL COAL AND OTHER MINERALS AS RESERVED IN DEED RECORDED OCTOBER 3, 1950 IN BOOK 872 AT PAGE 383.

21. ANY TAX, LIEN, FEE, ASSESSMENT OR EFFECT OF INCLUSIONS OF SUBJECT PROPERTY IN THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JULY 22, 1999 UNDER RECEPTION NO. 1963438 AND INSTRUMENT RECORDED OCTOBER 18, 2002 UNDER RECEPTION NO. 2345200.

22. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE SUPERIOR/MCCASLIN INTERCHANGE METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 24, 2012, UNDER RECEPTION NO. 3262055.

NOTE: ORDER OF EXCLUSION RECORDED DECEMBER 3, 2015 UNDER RECEPTION NO. 03488848, AND PETITION FOR EXCLUSION RECORDED FEBRUARY 6, 2023 UNDER RECEPTION NO. 03996483. SAID INSTRUMENTS EVIDENCE CONTINUATION OF OUTSTANDING INDEBTEDNESS.

23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUPERIOR TOWN CENTER PLANNED DEVELOPMENT PLAN (ZONING) RECORDED FEBRUARY 04, 2013 UNDER RECEPTION NO. 3287102 AND RECORD OF APPROVAL OF AN AMENDMENT TO THE PLANNED DEVELOPMENT PLAN/ZONE DISTRICT PLAN FOR THE SUPERIOR TOWN CENTER RECORDED MAY 20, 2015 UNDER RECEPTION NO. 03446671.

24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENT AGREEMENT FOR DISCOVERY OFFICE PARK RECORDED JANUARY 24, 2002 UNDER RECEPTION NO. 2246378, AND FIRST AMENDMENT THERETO RECORDED SEPTEMBER 13, 2002 UNDER RECEPTION NO. 2330921.

25. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT REGARDING STORM DRAINAGE SYSTEM MAINTENANCE FOR THE DISCOVERY OFFICE PARK BY AND BETWEEN SUPERIOR METROPOLITAN DISTRICT NO. 1 AND SWEIDA PROPERTIES, INC. RECORDED APRIL 02, 2002 UNDER RECEPTION NO. 2272656.

26. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RECORD OF APPROVAL FOR THE SUPERIOR TOWN CENTER PD AMENDMENT RECORDED OCTOBER 31, 2013 UNDER RECEPTION NO. 03350762.

27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENT AGREEMENT RECORDED MARCH 11, 2014 UNDER RECEPTION NO. 03369754. FIRST AMENDMENT RECORDED NOVEMBER 14, 2014 UNDER RECEPTION NO. 03413029, AND UNRECORDED SECOND AMENDMENT, SAID INSTRUMENT IS REFERENCED AS ESI 27535642. THIRD AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT RECORDED NOVEMBER 16, 2016 UNDER RECEPTION NO. 03557512.

28. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RECORD OF APPROVAL OF THE FINAL DEVELOPMENT PLAN - PHASE 1 FOR THE SUPERIOR TOWN CENTER, EVIDENCED BY INSTRUMENT RECORDED MARCH 11, 2014 UNDER RECEPTION NO. 03369753 (SAID PLANS ARE NOT RECORDED).

29. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

SUPERIOR TOWN CENTER RECORDED APRIL 14, 2015, UNDER RECEPTION NO. 03439339.

30. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RECORD OF APPROVAL OF AN AMENDMENT TO THE PLANNED DEVELOPMENT PLAN/ZONE DISTRICT PLAN FOR THE SUPERIOR TOWN CENTER RECORDED MAY 20, 2015 UNDER RECEPTION NO. 3446671, AND THIRD AMENDMENT THERETO AS EVIDENCED IN RECORD OF APPROVAL RECORDED JUNE 22, 2016 UNDER RECEPTION NO. 03525749 (SAID PLANS ARE NOT RECORDED).

31. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENT AGREEMENT RECORDED MAY 20, 2015 UNDER RECEPTION NO. 03446672, AND FIRST AMENDMENT THERETO RECORDED NOVEMBER 16, 2016 UNDER RECEPTION NO. 03557513.

32. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENT AGREEMENT (FDP1-PHASEIII) RECORDED SEPTEMBER 01, 2016 UNDER RECEPTION NO. 03541132.

33. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENT AGREEMENT RECORDED OCTOBER 12, 2016 UNDER RECEPTION NO. 03550038.

34. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN FINAL DEVELOPMENT PLAN 1, PHASE 1, AMENDMENT #1 FOR PAVING AND LANDSCAPING SUPERIOR TOWN CENTER, AS EVIDENCED IN NOTICE RECORDED MAY 17, 2017 UNDER RECEPTION NO. 03592844. (SAID PLANS ARE NOT OF RECORD).

35. RECORD OF APPROVAL OF THE FINAL DEVELOPMENT PLAN NO. 3, BLOCK 1 DISCOVERY OFFICE PARK/SUPERIOR TOWN CENTER RECORDED APRIL 12, 2018 UNDER RECEPTION NO. 03650275, AND THE DEVELOPMENT PLAN THEREIN REFERENCED.

36. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BLOCK 1, DISCOVERY OFFICE PARK/SUPERIOR TOWN CENTER REPLAT NO. 3 RECORDED APRIL 12, 2018 UNDER RECEPTION NO. 03650274.

37. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN LOT 21 BLOCK 1 DISCOVERY OFFICE PARK PLANNED DEVELOPMENT AMENDMENT NO. 2 RECORDED JULY 11, 2024 UNDER RECEPTION NO. 4053384.

38. RECORD OF APPROVAL OF THE FINAL DEVELOPMENT PLAN NO. 4, LOT 21, BLOCK 1, DISCOVERY OFFICE PARK/SUPERIOR TOWN CENTER REPLAT NO. 3, RECORDED OCTOBER 14, 2025 UNDER RECEPTION NO. 04105547, AND THE DEVELOPMENT PLAN THEREIN REFERENCED.

39. Deed of Trust granted by Grantor for the benefit of Beneficiary, securing the Construction Loan.

40. Use Covenant and Regulatory Agreement for the benefit of DOLA in connection with HDG funding.

41. Deed of Trust granted by Grantor for the benefit of Beneficiary, securing the CDOH HDG Loan.

42. Use Covenant and Regulatory Agreement for the benefit of DOLA in connection with CDBG-DR funding.

Encumbrances Recorded After this Deed of Trust:

43. [Use Covenant and Regulatory Agreement granted by Grantor for the benefit of Beneficiary, in connection with Boulder County AAHT funds.]

44. Deed of Trust granted by Grantor for the benefit of Beneficiary, securing the Town AAHT Loan in the principal amount of approximately [$1,000,000].

45. Deed of Trust granted by Grantor for the benefit of Beneficiary, securing the Town Foundation Loan in the principal amount of approximately [$500,000].

**LOAN AGREEMENT**

**(KITE ROUTE CROSSING / TOWN CDBG-DR LOAN)**

This Loan Agreement (this "**Loan Agreement**"), is made and entered into as of this [___] day of [February, 2026] (the "**Effective Date**"), by and between the Town of Superior, Colorado, a municipal corporation (the "**Lender**") and Kite Route Crossing LLC, a Colorado limited liability company (the "**Borrower**").

A. Borrower is the owner of certain real property located in Superior, Colorado, legally described on the attached Exhibit A (the "**Property**"), which Borrower shall develop and operate as a 50-unit multifamily affordable senior housing development (the "**Project**").

B. Lender will loan to Borrower funds in the amount of [One Million One Hundred Thousand and No/100ths Dollars ($1,100,000.00)] (the "**DOLA CDBG-DR Funds**") for use in the construction of the Project under the terms and conditions stated herein.

C. Lender has received a grant from the State of Colorado, acting by and through the Department of Local Affairs ("**DOLA**") in the amount of the DOLA CDBG-DR Funds (the "**DOLA Grant**") pursuant to and in accordance with terms and conditions contained in that certain Grant Agreement dated as of [_____, 2025] by and between DOLA and Lender (the "**DOLA Grant Agreement**").

NOW, THEREFORE, the parties agree as follows:

1. **The Loan**. Lender agrees to loan the DOLA CDBG-DR Funds to Borrower (the "**Loan**") under the terms and conditions of this Loan Agreement. Borrower agrees to borrow from Lender the DOLA CDBG-DR Funds for the acquisition of the Project under the terms and conditions of this Loan Agreement. The Loan will be disbursed to Borrower upon the conditions set forth below.

2. **Loan Terms / Disbursement.** On the Effective Date, Borrower shall execute and deliver this Loan Agreement to Lender, along with a Promissory Note in the original principal amount of the DOLA CDBG-DR Funds (the "**Note**"), and a Deed of Trust to Public Trustee, Security Agreement, Financing Statement and Fixture Filing securing the Note and encumbering the Property (the "**Deed of Trust**", and together with this Loan Agreement and the Note, the "**Loan Documents**"). Lender shall disburse funds to Borrower when the funds from the DOLA Grant become available to Lender under the DOLA Grant Agreement and within 30 calendar days of Borrower sending a detailed invoice to Lender of a qualifying expense under the DOLA Grant. Final repayment of the Loan shall be due on or before the maturity date stated in the Note. Borrower shall make payments on the Loan pursuant to the terms of the Note.

3. **Events of Default.** The following, subject in all events to the notice and cure requirements set forth herein, shall constitute an "**Event of Default**":

(a) If Borrower fails to punctually perform its obligations under this Loan Agreement or it violates the covenants contained in any of the Loan Documents in any material respect, and such failure remains uncured within 90 days of Borrower's receipt of written notice of such failure from Lender or such longer period as is reasonably necessary for Borrower to cure such default provided that Borrower commences such cure, and continues the pursuit of such cure with due diligence.

(b) If Borrower fails to pay any installment of principal or interest on the Note when due and such failure is not cured within 90 days of Borrower's receipt of written notice of such failure from Lender.

(c) If Borrower makes a general assignment for the benefit of creditors, admits in writing its inability to pay its debts generally as they mature, files or has filed against it a petition in bankruptcy or a petition or answer seeking a reorganization, arrangement with creditors or other similar relief under the Federal Bankruptcy Laws or under any other applicable law of the United States of America or any state thereof, consents to the appointment of a trustee or receiver for Borrower or for its property; or takes any action for the purpose of effecting or consenting to any of the foregoing.

(d) If an order, judgment or decree shall be entered appointing, without Borrower's consent, a trustee or receiver for Borrower or a substantial part of its property, or approving a petition filed against Borrower seeking a reorganization, arrangement with creditors or other similar relief under the federal bankruptcy laws or under any other applicable law of the United States of America or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within 90 days from the date of entry thereof.

Upon the occurrence of an Event of Default, Lender shall provide written notice, as provided in this Section, to Borrower and to [Hudson Housing Capital], the investor member of Borrower (together with its successors and assigns, the "**Investor**") at the address in the notice section below.

Borrower and the Investor shall have the right to cure any such default within the timeframes provided in this Loan Agreement or any other Loan Document. If Borrower and the Investor fail to timely cure such default, then Lender shall have all remedies as are set forth in the Loan Documents or otherwise at law.

4. **Expense.** Borrower agrees to pay all direct costs, expenses, and attorney fees reasonably incurred by Lender in connection with Borrower's breach or default of the Loan Documents, and agrees to pay reasonable loan closing costs, including the costs of title insurance or guarantee as determined by Lender.

5. **Subject to DOLA Agreements**.

(a) Borrower acknowledges that Lender is obligated to DOLA under the DOLA Grant Agreement and various related agreements (the "**DOLA Agreements**"). Borrower agrees to comply with all obligations of the Property owner under the DOLA Agreements.

(b) The DOLA Agreements set forth certain obligations concerning the development and operation of the Project, and the use of the DOLA CDBG-DR Funds, and further spell out certain obligations arising with respect to any breach of the DOLA Agreements (collectively, the "**Performance Obligations**"). The DOLA Agreements also obligate Lender to obtain the agreement of Borrower to perform certain obligations (the "**Borrower Obligations**") under the DOLA Agreements.

(c) Borrower agrees: (i) to perform, and to be bound by, Borrower Obligations; (ii) that it will satisfy all of the Performance Obligations under the DOLA Agreements as if the Performance Obligations apply directly to Borrower; and (iii) that it will give Lender access to the Project, and to all relevant books and records relating to the Project, to enable Lender to monitor the compliance of the Project and Borrower with the Performance Obligations and Borrower Obligations, and to provide any reports or other information required of Lender under the DOLA Agreements.

(d) Borrower acknowledges that the funding to be provided to Lender under the DOLA Grant Agreement is available only on a reimbursement basis (i.e. to reimburse the payor for expenses it pays) for expenses that qualify for reimbursement under the DOLA Grant Agreement. With the cooperation of Lender, Borrower shall manage the process of seeking reimbursement and direct payment of invoices under the DOLA Grant Agreement as provided in this Agreement. For the avoidance of doubt, all funding under the DOLA Grant Agreement shall be disbursed by DOLA to Lender and then paid to Borrower as a reimbursement of qualifying expenses previously paid by Borrower.

(e) Borrower shall copy Lender on any materials submitted to DOLA, provided that Lender shall make all formal submissions of requests for reimbursement or direct payment of invoices, unless Lender provides written authorization for Borrower to submit materials on behalf of Lender. Borrower shall provide all required documentation needed for the submission, including without limitation receipts, invoices, evidence of payment, and the information required by Exhibit B of the DOLA CDBG-DR Grant Agreement. Lender shall review and approve Borrower's requests within 30 calendar days.

(f) Exhibit B of the DOLA CDBG-DR Grant Agreement specifies the categories of expenses for which the proceeds of the DOLA CDBG-DR Grant may be used (the "**DOLA CDBG-DR Budget**"). Borrower shall not incur any expenses for reimbursement or direct payment under the DOLA Grant Agreement in connection with the Project that are not within the categories

set forth in the DOLA CDBG-DR Budget, as it may be modified as provided in this Loan Agreement. Lender shall have no obligation to reimburse Borrower, or to pay any expenses incurred by Borrower, other than expenses that have been incurred by Borrower in connection with the Project and approved by Lender and that have been authorized by the DOLA grant administrator for reimbursement or payment as described in this Loan Agreement.

(g) If Borrower determines that it desires to modify the DOLA CDBG-DR Budget, it may request the DOLA grant administrator and Lender to approve a change to the budget, and Borrower and Lender will work to obtain approval of the DOLA grant administrator to the change. Lender shall not unreasonably withhold, condition, or delay approval of any requested change to the DOLA CDBG-DR Budget, or to any amendment to the DOLA Grant Agreement that is necessary to document a change to the DOLA CDBG-DR Budget.

(h) On a monthly or other periodic basis, in accordance with the schedule under the DOLA Grant Agreement, Borrower shall prepare and make available to Lender materials to make timely submissions of requests for reimbursement or direct payment requests covering expenses incurred during the applicable time period. Submissions shall include only expenses that are eligible for reimbursement under the DOLA CDBG-DR Grant (as the DOLA CDBG-DR Budget may be modified as provided above) and shall include all required documentation and certifications required by the DOLA Grant Agreement.

(i) Borrower acknowledges and agrees that the Project must meet certain affordability requirements set forth in the DOLA Grant Agreement and other documentation required by DOLA, including a rental and occupancy covenant to be executed by Borrower and recorded in the real estate records of Boulder County, Colorado.

(j) Borrower shall procure and maintain, and shall cause its contractors and subcontractors to procure and maintain, insurance and payment and performance bonds to the extent required by the DOLA Grant Agreement.

(k) In connection with the Project, Borrower shall maintain an accounting system and accounting records and shall satisfy financial management requirements as required by the terms of the DOLA Grant Agreement. In addition, Borrower shall maintain books, documents, papers, files, and records relating to the Borrower, the Project and the funding and other activities under the DOLA Grant Agreement. Borrower shall permit representatives of Lender and DOLA to review and inspect all such records and documents as requested in connection with verifying performance under the DOLA Grant Agreement. Upon request, Borrower shall provide to Lender copies of any such records and documents. Borrower shall maintain all records, documents,

and other materials relating to performance under the DOLA Grant Agreement for the period of time required under the DOLA Grant Agreement, and shall not destroy any such documents or materials without the consent of Lender.

(l) Borrower shall prepare, on behalf of Lender, all reports required under the DOLA Grant Agreement, including reports relating to the development and financing of the Project and the use of the DOLA CDBG-DR Grant funds.

(m) Borrower indemnifies, defends, and holds harmless Lender from all claims, losses, liabilities, or other obligations arising or asserted against Lender as a result of any failure by Borrower or the Project to comply with any of the Performance Obligations or Borrower Obligations, or any breach of the DOLA Agreements or the DOLA rental and occupancy covenant, except to the extent that such claims, losses, liabilities, obligations, failure to perform or breach of the DOLA Agreements are caused by the intentional or grossly negligent acts or omissions of Lender.

(n) Lender agrees to comply with the terms and provisions of the requirements of the DOLA Grant Agreement and all laws, rules, regulations, and guidance applicable to the same.

(o) Each party agrees to promptly notify the other party in the event it receives any notice, demand, or other correspondence from DOLA on matters concerning the DOLA CDBG-DR Funds. In addition, in the event of any asserted breach of the terms of the DOLA Agreements, Borrower and Lender shall cooperate in the response to any communication and in the defense of any action asserting a breach of the DOLA Agreements. Either party shall have the right to cure any breach of any Grant Agreement, subject to the consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

(p) Borrower agrees to pay Lender's costs incurred in entering into the DOLA Agreements.

(q) Lender agrees to cooperate with Borrower and DOLA as Borrower may desire or require from time to time, including the pursuit of extensions, modifications, and other accommodations with respect to the DOLA Grant and related agreements with DOLA, provided such pursuits do not adversely impact Lender. Lender further agrees to cooperate with Borrower and DOLA if additional project funds are available from DOLA with respect to the Project. In such event, Lender agrees to cooperate in good faith with Borrower to modify the Loan Documents to provide for the loan of such additional funds to Borrower for the purpose of paying Project costs, and in accordance with any requirements and conditions of DOLA with respect to the additional funds, provided, that Investor's consent must be obtained prior to any such modifications.

(r) The enforcement of the terms and conditions of this Loan Agreement and all rights of action relating to such enforcement shall be strictly reserved to Lender and Borrower, and nothing contained in this Loan Agreement shall give or allow any claim or right of action whatsoever by any other or third person, except for DOLA, as third-party beneficiary.

6. **Miscellaneous.**

(a) This Loan Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. Subject to Lender consent, which consent shall not be unreasonably withheld, conditioned, or delayed, Lender agrees that Borrower may assign the Loan and the obligations and duties of Borrower under the Loan Documents to any purchaser of the Property and Project provided that such purchaser is authorized as a successor owner of the Project by the Colorado Housing and Finance Authority ("**CHFA**") and provided that such successor owner assumes all of Borrower's obligations under the Loan Documents.

(b) No amendment, change, waiver or modification of this Loan Agreement shall be valid unless it is in a written document which Borrower and Lender sign (with the prior written consent of the Investor). Lender's waiver of any breach or default of any of Borrower's obligations, agreements or covenants under the Loan Documents shall not be deemed to be a waiver of any subsequent breach of the Loan Documents, or any other obligation, agreement or covenant. All remedies afforded in this Loan Agreement shall be construed as cumulative, in addition to every other remedy provided herein or by law.

(c) This Loan Agreement may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which shall constitute one agreement. The parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 et seq.

(d) This Loan Agreement shall be governed by, interpreted, and construed in accordance with the laws of the State of Colorado.

(e) This Loan Agreement shall remain effective so long as there are sums remaining outstanding on the Note.

(f) The parties shall give all notices, consents, demands, or waivers related to this Loan Agreement in writing delivered by (i) personal delivery, (ii) a nationally recognized, next-day courier service, (iii) first-class certified mail, postage prepaid, or (iv) e-mail. A notice is deemed given on the other party's receipt of it, or if mailed, on the earlier of the other party's receipt of it and the fifth business day after its mailing. The parties may change their addresses for notice by notifying the other parties in the manner provided in this section. The parties designate their addresses as follows:

| | |
|---|---|
| Borrower: | Kite Route Crossing LLC<br>c/o Pennrose Holdings, LLC<br>230 Wyoming Ave<br>Kingston, PA 18704<br>Attention: Timothy I. Henkel<br><br>with a copy to:<br><br>Berman Indictor LLP<br>Three Logan Square<br>1717 Arch Street Suite 3301<br>Philadelphia, PA 19104<br>Attention: Steven P. Berman<br><br>and:<br><br>New Communities Law PLLC<br>1919 14th Street, Suite 700<br>Boulder, CO 80302<br>Attention: Ben Doyle<br><br>and:<br><br>Hudson Housing Capital<br>630 Fifth Avenue – 28th Floor<br>New York, NY 10111<br>Attention: [_____]<br><br>with a copy to:<br><br>Thompson Coburn LLP<br>One US Bank Plaza<br>St. Louis, MO 63101<br>Attention: Nick Kappas |

Lender: Town of Superior
124 E. Coal Creek Drive
Superior, CO 80027
Attention: Town Manager

with a copy to:

_____
_____
_____
_____
_____

(g) Borrower consents to the personal jurisdiction of the state and federal courts located in the State of Colorado in connection with any controversy relating to this Loan Agreement, the Note, and any other Loan Documents related thereto, waives any argument that venue in such forum is not convenient and agrees that any litigation initiated by Borrower against Lender in connection with this Loan Agreement, the Note, and any other Loan Documents related thereto shall be venued in either the district court of Boulder County, Colorado or in the United States District Court, District of Colorado.

(h) By making the Loan contemplated herein, Lender does not become a partner or joint venturer with Borrower in connection with the Property or the Project.

(i) Any amendment to this Loan Agreement requires a written agreement of the parties.

7. **Permitted Financing and Cooperation**. Notwithstanding anything contained in the Loan Documents to the contrary, Lender authorizes and consents to the following loans together with all liens securing the same and any restrictive covenants as a condition to the same, which shall be senior in payment and lien priority to this Loan: (i) a first lien construction loan from JPMorgan Chase Bank, N.A. in the principal amount of approximately $13.6 million, and (ii) a second lien HDG loan from the State of Colorado, Department of Local Affairs in the principal amount of $1,650,000 (together, the "**Senior Loans**"). Lender agrees to subordinate the Loan and the liens securing the same to all of the Senior Loans.

(Signature pages follow)

Borrower has executed this Loan Agreement (KITE ROUTE CROSSING / TOWN CDBG-DR LOAN) as of the Effective Date.

**BORROWER:**

**Kite Route Crossing LLC**,
a Colorado limited liability company

By: Kite Route Crossing MM LLC,
a Colorado limited liability company,
manager

By: Pennrose Holdings, LLC,
a Pennsylvania limited liability company,
managing member

By: _____
Timothy I. Henkel, Chief Executive Officer

Lender has executed this Loan Agreement (KITE ROUTE CROSSING / TOWN CDBG-DR LOAN) as of the Effective Date.

**LENDER:**

**Town of Superior, Colorado**
a municipal corporation

By: _____

Name: _____

Title: Mayor

ATTEST:

By: _____

Name: _____

Title: Town Clerk

# EXHIBIT A

## LEGAL DESCRIPTION

LOT 21, BLOCK 1, DISCOVERY OFFICE PARK/SUPERIOR TOWN CENTER REPLAT NO. 3, RECORDED APRIL 12, 2018 UNDER RECEPTION NO. 03650274, COUNTY OF BOULDER, STATE OF COLORADO

Prepared by, and after recording
return to:

Cassin & Cassin LLP
711 Third Avenue, 20th Floor
New York, New York 10017
Attn: Recording Department

**SUBORDINATION AGREEMENT**

**GOVERNMENTAL ENTITY**

**(Revised 2-25-2025)**

Freddie Mac Loan Number: _____
Property Name: _____

**SUBORDINATION AGREEMENT**

**GOVERNMENTAL ENTITY**

**(Revised 2-25-2025)**

THIS SUBORDINATION AGREEMENT ("**Agreement**") is entered into this ___ day of _____, 20__, by and between (i) [**SELLER/SERVICER**], a _____ organized and existing under the laws of the [State] [Commonwealth] of _____ ("**Senior Lender**") and (ii) [**GOVERNMENTAL ENTITY**], a _____ organized and existing under the laws of the [State] [Commonwealth] of _____ ("**Subordinate Lender**").

**RECITALS**

A. [**NAME OF BORROWER**], a [limited partnership/limited liability company/corporation] organized under the laws of the [State] [Commonwealth] of _____ (**"Borrower"**) is the owner of certain land located in _____ County, [**STATE**], described in Exhibit A ("**Land**"). The Land is improved with a multifamily rental housing project ("**Improvements**").

B. Senior Lender has made or is making a loan to Borrower in the original principal amount of $ _____ ("**Senior Loan**") upon the terms and conditions of a Multifamily Loan and Security Agreement dated as of _____ between Senior Lender and Borrower ("**Senior Loan Agreement**") in connection with the Mortgaged Property. The Senior Loan is secured by a [**NAME OF SENIOR MORTGAGE**] dated as of the date of the Senior Loan Agreement ("**Senior Mortgage**") encumbering the Land, the Improvements and related personal and other property described and defined in the Senior Mortgage as the "**Mortgaged Property**."

C. Pursuant to a [**NAME OF SUBORDINATE LOAN AGREEMENT**] dated [as of] _____ between Subordinate Lender and Borrower ("**Subordinate Loan Agreement**"), Subordinate Lender has made or is making a loan to Borrower in the original principal amount of $_____ ("**Subordinate Loan**"). The Subordinate Loan is or will be secured by a [**NAME OF SUBORDINATE MORTGAGE**] dated [as of] _____ ("**Subordinate Mortgage**") encumbering all or a portion of the Mortgaged Property.

D. The Senior Mortgage [is] [will be] recorded in [**DESCRIBE APPLICABLE RECORDING OFFICE**] ("**Recording Office**") at [**INSERT RECORDING INFORMATION IF KNOWN**]. The Subordinate Mortgage [is] [will be] recorded in the

Recording Office at **[INSERT RECORDING INFORMATION IF KNOWN] [INCLUDE IF SUBORDINATE MORTGAGE IS NOT ALREADY OF RECORD:** following the recording of the Senior Mortgage**].**

E. The execution and delivery of this Agreement is a condition of Senior Lender's **[CHOOSE ONE:** making of the Senior Loan **OR** consenting to Subordinate Lender's making of the Subordinate Loan and Borrower's granting of the Subordinate Mortgage**]**.

**AGREEMENT**

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**1. Definitions.** The following terms, when used in this Agreement (including, as appropriate, when used in the above recitals), will have the following meanings:

The terms "**Condemnation**," "**Imposition Reserve Deposits**," "**Impositions**," "**Leases,**" "**Rents**" and "**Restoration**," as well as any term used in this Agreement and not otherwise defined in this Agreement, will have the meanings given to those terms in the Senior Loan Agreement.

"**Bankruptcy Proceeding**" means any bankruptcy, reorganization, insolvency, composition, restructuring, dissolution, liquidation, receivership, assignment for the benefit of creditors, or custodianship action or proceeding under any federal or state law with respect to Borrower, any guarantor of any of the Senior Indebtedness, any of their respective properties, or any of their respective partners, members, officers, directors, or shareholders.

"**Borrower**" means all persons or entities identified as "Borrower" in the first Recital of this Agreement, together with their successors and assigns, and any other person or entity who acquires title to the Mortgaged Property after the date of this Agreement; provided that the term "Borrower" will not include Senior Lender if Senior Lender acquires title to the Mortgaged Property.

"**Casualty**" means the occurrence of damage to or loss of all or any portion of the Mortgaged Property by fire or other casualty.

"**Enforcement Action**" means any of the following actions taken by or at the direction of Subordinate Lender: the acceleration of all or any part of the Subordinate Indebtedness, the advertising of or commencement of any foreclosure or trustee's sale proceedings, the exercise of any power of sale, the acceptance of a deed or assignment in lieu of foreclosure or sale, the collecting of Rents, the obtaining of or seeking of the appointment of a receiver, the seeking of default interest, the taking of possession or control of any of the Mortgaged Property, the commencement of any suit or other legal, administrative, or arbitration proceeding based upon the Subordinate Note or any other of the Subordinate Loan Documents, the exercising of any banker's lien or rights of set-off or recoupment, or the

exercise of any other remedial action against Borrower, any other party liable for any of the Subordinate Indebtedness or obligated under any of the Subordinate Loan Documents, or the Mortgaged Property.

"**Enforcement Action Notice**" means a Notice given from Subordinate Lender to Senior Lender following one or more Subordinate Mortgage Default(s) and the expiration of any applicable notice or cure periods, setting forth in reasonable detail the Subordinate Mortgage Default(s) and the Enforcement Actions proposed to be taken by Subordinate Lender.

"**Lien**" means any lien, encumbrance, estate or other interest, recorded against or secured by the Mortgaged Property.

"**Loss Proceeds**" means all monies received or to be received under any insurance policy, from any condemning authority, or from any other source, as a result of any Condemnation or Casualty.

"**Notice**" means all notices, requests, demands, consents, approvals or other communication pursuant to this Agreement provided in accordance with the provisions of Section 10.

"**Regulatory Agreement**" means the **[NAME OF REGULATORY AGREEMENT, DEED RESTRICTIONS, OR LAND USE RESTRICTIONS]** between Borrower and Subordinate Lender dated [as of] _____, _____ and [recorded] [to be recorded] [at] **[INSERT RECORDING INFORMATION IF AVAILABLE]** in the Recording Office of _____, County, **[NAME OF STATE OR COMMONWEALTH]**.

"**Senior Indebtedness**" means the "Indebtedness" as defined in the Senior Loan Agreement.

"**Senior Lender**" means the "Lender" as defined in the Senior Mortgage. When any other person or entity becomes the legal holder of the Senior Note, such other person or entity will automatically become Senior Lender.

"**Senior Loan Documents**" means the "Loan Documents" as defined in the Senior Loan Agreement, as such documents may be amended.

"**Senior Mortgage Default**" means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of Notice or the passage of time, or both, would constitute, an "Event of Default" as defined in the Senior Loan Agreement.

"**Senior Note**" means the promissory note or other evidence of the Senior Indebtedness and any replacement of the Senior Note.

"**Subordinate Indebtedness**" means all sums evidenced or secured or guaranteed by, or otherwise due and payable to Subordinate Lender pursuant to, the Subordinate Loan Documents.

"**Subordinate Lender**" means the person or entity named as such in the first paragraph of this Agreement and any other person or entity who becomes the legal holder of the Subordinate Note after the date of this Agreement.

"**Subordinate Loan Documents**" means the Subordinate Mortgage, the Subordinate Note, the Subordinate Loan Agreement, the Regulatory Agreement and all other documents at any time evidencing, securing, guaranteeing, or otherwise delivered in connection with the Subordinate Indebtedness, as such documents may be amended.

"**Subordinate Mortgage Default**" means any act, failure to act, event, condition, or occurrence which allows (but for any contrary provision of this Agreement), Subordinate Lender to take an Enforcement Action.

"**Subordinate Note**" means the promissory note or other evidence of the Subordinate Indebtedness and any replacement of the Subordinate Note.

**[PROVISION FOR SOFT DEBT]**

"**Surplus Cash**" means, with respect to any period, any revenues of Borrower remaining after paying, or setting aside funds for paying, all the following:

(a) All sums due or currently required to be paid under the Senior Loan Documents, including any reserves and Imposition Reserve Deposits.

(b) All reasonable operating expenses of the Mortgaged Property, including real estate taxes, insurance premiums, utilities, building maintenance, painting and repairs, management fees, payroll, administrative expenses, legal expenses and audit expenses (excluding any developer fees payable with respect to the Mortgaged Property).

**2. Subordinate Lender's Representations and Warranties.**

(a) Subordinate Lender represents and warrants that each of the following is true as of the date of this Agreement:

(i) Subordinate Lender is now the owner and holder of the Subordinate Loan Documents.

(ii) No Subordinate Mortgage Default has occurred and is continuing.

(iii) The current unpaid principal balance of the Subordinate Indebtedness is $_____.

(iv) No scheduled payments under the Subordinate Note have been prepaid.

(b) Without the prior written consent of Senior Lender, Subordinate Lender will not do any of the following:

(i) Pledge, assign, transfer, convey, or sell any interest in the Subordinate Indebtedness or any of the Subordinate Loan Documents.

(ii) Take any action which has the effect of increasing the Subordinate Indebtedness, except to cure a Senior Mortgage Default as contemplated under Section 5(a) of this Agreement.

(iii) Accept any prepayment of the Subordinate Indebtedness.

**3. Terms of Subordination.**

(a) Agreement to Subordinate. The Subordinate Indebtedness is and will at all times continue to be subject and subordinate in right of payment to the prior payment in full of the Senior Indebtedness. Each of the Subordinate Loan Documents is, and will at all times remain, subject and subordinate in all respects to the liens, terms, covenants, conditions, operations, and effects of each of the Senior Loan Documents.

(b) Subordination of Subrogation Rights. If Subordinate Lender, by indemnification, subrogation or otherwise, acquires any Lien on any of the Mortgaged Property, then that Lien will be fully subject and subordinate to the receipt by Senior Lender of payment in full of the Senior Indebtedness, and to the Senior Loan Documents, to the same extent as the Subordinate Indebtedness and the Subordinate Loan Documents are subordinate pursuant to this Agreement.

(c) Payments Before Senior Mortgage Default [; Soft Subordinate Debt]. Until the occurrence of a Senior Mortgage Default, Subordinate Lender will be entitled to retain for its own account all payments of the principal of and interest on the Subordinate Indebtedness pursuant to the Subordinate Loan Documents; provided that Subordinate Lender expressly agrees that it will not accept any such payment that is made more than 10 days in advance of its due date **[PROVISION FOR SOFT DEBT:** and provided further that Subordinate Lender will not accept any payment in an amount that exceeds 75% of then available Surplus Cash**]**.

(d) Payments After Senior Mortgage Default or Bankruptcy.

(i) Immediately upon Subordinate Lender's receipt of Notice or actual knowledge of a Senior Mortgage Default, Subordinate Lender will not accept any payments of the Subordinate Indebtedness, and the provisions of this Section 3(d) will apply.

(ii) If Subordinate Lender receives any of the following, whether voluntarily or by action of law, after a Senior Mortgage Default of which Subordinate Lender has actual knowledge (or is deemed to have actual knowledge as provided in Section 4(c)) or has been given Notice, such will be received and held in trust for Senior Lender:

(A) Any payment, property, or asset of any kind or in any form in connection with the Subordinate Indebtedness.

(B) Any proceeds from any Enforcement Action.

(C) Any payment, property, or asset in or in connection with any Bankruptcy Proceeding.

(iii) Subordinate Lender will promptly remit, in kind and properly endorsed as necessary, all such payments, properties, and assets described in Section 3(d)(ii) to Senior Lender. Senior Lender will apply any payment, asset, or property so received from Subordinate Lender to the Senior Indebtedness in such order, amount (with respect to any asset or property other than immediately available funds), and manner as Senior Lender determines in its sole and absolute discretion.

(e) Bankruptcy. Without the prior written consent of Senior Lender, Subordinate Lender will not commence, or join with any other creditor in commencing, any Bankruptcy Proceeding. In the event of a Bankruptcy Proceeding, Subordinate Lender will not vote affirmatively in favor of any plan of reorganization or liquidation unless Senior Lender has also voted affirmatively in favor of such plan.

**4. Default Under Subordinate Loan Documents.**

(a) Notice of Subordinate Mortgage Default and Cure Rights.

(i) Subordinate Lender will deliver to Senior Lender a copy of each Notice delivered by Subordinate Lender pursuant to the Subordinate Loan Documents within 5 Business Days of sending such Notice to Borrower. Neither giving nor failing to give a Notice to Senior Lender pursuant to this Section 4(a) will affect the validity of any Notice given by Subordinate Lender to Borrower.

(ii) For a period of 90 days following delivery to Senior Lender of an Enforcement Action Notice, Senior Lender will have the right, but not the obligation, to cure any Subordinate Mortgage Default. However, if such Subordinate Mortgage Default is a non-monetary default and is not capable of being cured within such 90-day period and Senior Lender has commenced and is diligently pursuing such cure to completion, Senior

Lender will have such additional period of time as may be required to cure such Subordinate Mortgage Default or until such time, if ever, as Senior Lender takes either of the following actions:

(A) Discontinues its pursuit of any cure.

(B) Delivers to Subordinate Lender Senior Lender's written consent to the Enforcement Action described in the Enforcement Action Notice.

(iii) Senior Lender will not be subrogated to the rights of Subordinate Lender under the Subordinate Loan Documents as a result of Senior Lender having cured any Subordinate Mortgage Default.

(iv) Subordinate Lender acknowledges that all amounts advanced or expended by Senior Lender in accordance with the Senior Loan Documents or to cure a Subordinate Mortgage Default will be added to and become a part of the Senior Indebtedness and will be secured by the lien of the Senior Mortgage.

(b) Subordinate Lender's Exercise of Remedies After Notice to Senior Lender.

(i) In the event of a Subordinate Mortgage Default, Subordinate Lender will not commence any Enforcement Action until 90 days after Subordinate Lender has delivered to Senior Lender an Enforcement Action Notice. During such 90-day period or such longer period as provided in Section 4(a), Subordinate Lender will be entitled to seek specific performance to enforce covenants and agreements of Borrower relating to income, rent, or affordability restrictions contained in the Regulatory Agreement, subject to Senior Lender's right to cure a Subordinate Mortgage Default set forth in Section 4(a).

(ii) Subordinate Lender may not commence any other Enforcement Action, including any foreclosure action under the Subordinate Loan Documents, until the earlier of:

(A) The expiration of such 90-day period or such longer period as provided in Section 4(a).

(B) The delivery by Senior Lender to Subordinate Lender of Senior Lender's written consent to such Enforcement Action by Subordinate Lender.

(iii) Subordinate Lender acknowledges that Senior Lender may grant or refuse consent to Subordinate Lender's Enforcement Action in Senior Lender's sole and absolute discretion. At the expiration of such 90-day period or such longer period as provided in Section 4(a) and, subject to Senior Lender's

right to cure set forth in Section 4(a), Subordinate Lender may commence any Enforcement Action.

(iv) Senior Lender may pursue all rights and remedies available to it under the Senior Loan Documents, at law, or in equity, regardless of any Enforcement Action Notice or Enforcement Action by Subordinate Lender. No action or failure to act on the part of Senior Lender in the event of a Subordinate Mortgage Default or commencement of an Enforcement Action will constitute a waiver on the part of Senior Lender of any provision of the Senior Loan Documents or this Agreement.

(c) Cross Default. Subordinate Lender acknowledges that a Subordinate Mortgage Default constitutes a Senior Mortgage Default. Accordingly, upon the occurrence of a Subordinate Mortgage Default, Subordinate Lender will be deemed to have actual knowledge of a Senior Mortgage Default. If Subordinate Lender notifies Senior Lender in writing that any Subordinate Mortgage Default of which Senior Lender has received Notice has been cured or waived, as determined by Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Mortgaged Property pursuant to its rights under the Senior Loan Documents, any Senior Mortgage Default under the Senior Loan Documents arising solely from such Subordinate Mortgage Default will be deemed cured, and the Senior Loan will be reinstated.

**5. Default Under Senior Loan Documents.**

(a) Notice of Senior Mortgage Default and Cure Rights.

(i) Senior Lender will deliver to Subordinate Lender a copy of any Notice sent by Senior Lender to Borrower of a Senior Mortgage Default within 5 Business Days of sending such Notice to Borrower. Failure of Senior Lender to send Notice to Subordinate Lender will not prevent the exercise of Senior Lender's rights and remedies under the Senior Loan Documents.

(ii) Subordinate Lender will have the right, but not the obligation, to cure any monetary Senior Mortgage Default within 30 days following the date of such Notice. During such 30-day period Senior Lender will be entitled to continue to pursue its remedies under the Senior Loan Documents.

(iii) Subordinate Lender may, within 90 days after the date of the Notice, cure a non-monetary Senior Mortgage Default if during such 90-day period, Subordinate Lender keeps current all payments required under the Senior Loan Documents. If such a non-monetary Senior Mortgage Default creates an unacceptable level of risk relative to the Mortgaged Property, or Senior Lender's secured position relative to the Mortgaged Property, as determined by Senior Lender in its sole discretion, then during such 90-day period Senior Lender may exercise all available rights and remedies to protect and preserve

the Mortgaged Property and the Rents, revenues and other proceeds from the Mortgaged Property.

(iv) All amounts paid by Subordinate Lender to Senior Lender to cure a Senior Mortgage Default will be deemed to have been advanced by Subordinate Lender pursuant to, and will be secured by the lien of, the Subordinate Mortgage. Notwithstanding anything in this Section 5(a) to the contrary, Subordinate Lender's right to cure any Senior Mortgage Default will terminate immediately upon the occurrence of any Bankruptcy Proceeding.

(b) Release of Mortgaged Property.

(i) Subordinate Lender consents to and authorizes any future release by Senior Lender of all or any portion of the Mortgaged Property from the lien, operation, and effect of the Senior Loan Documents. Subordinate Lender waives to the fullest extent permitted by law, all equitable or other rights it may have in connection with the release of all or any portion of the Mortgaged Property, including any right to require Senior Lender to do any of the following:

(A) To conduct a separate sale of any portion of the Mortgaged Property.

(B) To exhaust its remedies against all or any portion of the Mortgaged Property or any combination of portions of the Mortgaged Property or any other collateral for the Senior Indebtedness.

(C) To proceed against Borrower, any other party that may be liable for any of the Senior Indebtedness (including any general partner of Borrower if Borrower is a partnership), all or any portion of the Mortgaged Property or combination of portions of the Mortgaged Property or any other collateral, before proceeding against all or such portions or combination of portions of the Mortgaged Property as Senior Lender determines. **[ADD FOR CALIFORNIA TRANSACTIONS:** Subordinate Lender waives to the fullest extent permitted by law any and all benefits under California Civil Code Sections 2845, 2849 and 2850.**]**

(ii) Subordinate Lender consents to and authorizes, at the option of Senior Lender, the sale, either separately or together, of all or any portion of the Mortgaged Property. Subordinate Lender acknowledges that without Notice to Subordinate Lender and without affecting any of the provisions of this Agreement, Senior Lender may do any of the following:

(A) Extend the time for or waive any payment or performance under the Senior Loan Documents.

(B) Modify or amend in any respect any provision of the Senior Loan Documents.

(C) Modify, exchange, surrender, release, and otherwise deal with any additional collateral for the Senior Indebtedness.

(c) Termination Upon Foreclosure. The lien of the Subordinate Loan Documents will automatically terminate upon the acquisition by Senior Lender or by a third-party purchaser of title to the Mortgaged Property pursuant to a foreclosure of, deed in lieu of foreclosure, or trustee's sale or other exercise of a power of sale or similar disposition under the Senior Mortgage.

**6. Conflicts.** If there is any conflict or inconsistency between the terms of the Subordinate Loan Documents and the terms of this Agreement, then the terms of this Agreement will control. Borrower acknowledges that the terms and provisions of this Agreement will not, and will not be deemed to do any of the following:

(a) Extend Borrower's time to cure any Senior Mortgage Default or Subordinate Mortgage Default.

(b) Give Borrower the right to receive notice of any Senior Mortgage Default or Subordinate Mortgage Default, other than that, if any, provided, respectively under the Senior Loan Documents or the Subordinate Loan Documents.

(c) Create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

**7. Rights and Obligations of Subordinate Lender Under the Subordinate Loan Documents and of Senior Lender under the Senior Loan Documents.**

(a) Insurance.

(i) All requirements pertaining to insurance under the Subordinate Loan Documents (including requirements relating to amounts and types of coverages, deductibles and special endorsements) will be deemed satisfied if Borrower complies with the insurance requirements under the Senior Loan Documents and of Senior Lender.

(ii) All original policies of insurance required pursuant to the Senior Loan Documents will be held by Senior Lender.

(iii) Nothing in this Section 7(a) will preclude Subordinate Lender from requiring that it be named as a mortgagee and loss payee, as its interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Mortgaged Property, provided such action does not affect the priority of payment of Loss Proceeds, or that Subordinate

Lender be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Mortgaged Property.

(b) Condemnation or Casualty.

In the event of a Condemnation or a Casualty, the following provisions will apply:

(i) The rights of Subordinate Lender (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Condemnation or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Condemnation or a Casualty, will be and remain subordinate in all respects to Senior Lender's rights under the Senior Loan Documents, and Subordinate Lender will be bound by any settlement or adjustment of a claim resulting from a Condemnation or a Casualty made by Senior Lender.

(ii) All Loss Proceeds will be applied either to payment of the costs and expenses of Restoration or to payment on account of the Senior Indebtedness, as and in the manner determined by Senior Lender in its sole discretion; provided however, Senior Lender agrees to consult with Subordinate Lender in determining the application of Casualty proceeds. In the event of any disagreement between Senior Lender and Subordinate Lender over the application of Casualty proceeds, the decision of Senior Lender, in its sole discretion, will prevail.

(iii) If Senior Lender holds Loss Proceeds, or monitors the disbursement of Loss Proceeds, Subordinate Lender will not do so. Nothing contained in this Agreement will be deemed to require Senior Lender to act for or on behalf of Subordinate Lender in connection with any Restoration or to hold or monitor any Loss Proceeds in trust for or otherwise on behalf of Subordinate Lender, and all or any Loss Proceeds may be commingled with any funds of Senior Lender.

(iv) If Senior Lender elects to apply Loss Proceeds to payment on account of the Senior Indebtedness, and if the application of such Loss Proceeds results in the payment in full of the entire Senior Indebtedness, any remaining Loss Proceeds held by Senior Lender will be paid to Subordinate Lender unless another party has asserted a claim to the remaining Loss Proceeds.

(c) Modification of Subordinate Loan Documents. Subordinate Lender agrees that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of Senior Lender, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon

Senior Lender under the Senior Loan Documents. If Subordinate Lender either (i) amends the Subordinate Loan Documents in the manner set forth above or (ii) assigns the Subordinate Loan without Senior Lender's consent, then such amendment or assignment will be void ab initio and of no effect whatsoever.

(d) Modification of Senior Loan Documents. Senior Lender may amend, waive, postpone, extend, renew, replace, reduce or otherwise modify any provisions of the Senior Loan Documents without the necessity of obtaining the consent of or providing Notice to Subordinate Lender, and without affecting any of the provisions of this Agreement. Notwithstanding the foregoing, Senior Lender may not modify any provision of the Senior Loan Documents that increases the Senior Indebtedness, except for increases in the Senior Indebtedness that result from advances made by Senior Lender to protect the security or lien priority of Senior Lender under the Senior Loan Documents or to cure defaults under the Subordinate Loan Documents.

(e) Commercial or Retail Leases. If requested, Subordinate Lender will enter into attornment and non-disturbance agreements with all tenants under commercial or retail Leases, if any, to whom Senior Lender has granted attornment and non-disturbance, on the same terms and conditions given by Senior Lender.

(f) Consent Rights. Whenever the Subordinate Loan Documents give Subordinate Lender approval or consent rights with respect to any matter, and a right of approval or consent for the same or substantially the same matter is also granted to Senior Lender pursuant to the Senior Loan Documents or otherwise, Senior Lender's approval or consent or failure to approve or consent will be binding on Subordinate Lender. None of the other provisions of Section 7 are intended to be in any way in limitation of the provisions of this Section 7(f).

(g) Escrows. Except as provided in this Section 7(g), and regardless of any contrary provision in the Subordinate Loan Documents, Subordinate Lender will not collect any escrows for any cost or expense related to the Mortgaged Property or for any portion of the Subordinate Indebtedness. However, if Senior Lender is not collecting escrow payments for one or more Impositions, Subordinate Lender may collect escrow payments for such Impositions; provided that all payments so collected by Subordinate Lender will be held in trust by Subordinate Lender to be applied only to the payment of such Impositions.

(h) Certification. Within 10 days after request by Senior Lender, Subordinate Lender will furnish Senior Lender with a statement, duly acknowledged and certified setting forth the then-current amount and terms of the Subordinate Indebtedness, confirming that there exists no default under the Subordinate Loan Documents (or describing any default that does exist), and certifying to such other information with respect to the Subordinate Indebtedness as Senior Lender may request.

**8. Refinancing.** Subordinate Lender agrees that its agreement to subordinate under this Agreement will extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Indebtedness (including reasonable and necessary costs associated with the closing and/or the refinancing, and any reasonable increase in proceeds for rehabilitation in the context of a preservation transaction). All terms and covenants of this Agreement will inure to the benefit of any holder of any such refinanced debt, and all references to the Senior Loan Documents and Senior Lender will mean, respectively, the refinance loan documents and the holder of such refinanced debt.

**9. Governmental Powers.** Nothing in this Agreement is intended, nor will it be construed, to in any way limit the exercise by Subordinate Lender of its governmental powers (including police, regulatory and taxing powers) with respect to Borrower or the Mortgaged Property to the same extent as if it were not a party to this Agreement or the transactions contemplated by this Agreement.

**10. Notices.**

(a) Any Notice required or permitted to be given pursuant to this Agreement will be in writing and will be deemed to have been duly and sufficiently given if (i) personally delivered with proof of delivery (any Notice so delivered will be deemed to have been received at the time so delivered), or (ii) sent by a national overnight courier service (such as FedEx) designating earliest available delivery (any Notice so delivered will be deemed to have been received on the next Business Day following receipt by the courier), or (iii) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any Notice so sent will be deemed to have been received on the date of delivery as confirmed by the return receipt), addressed to the respective parties as follows:

Notices intended for Senior Lender will be addressed to:

[Name]
[Address]
Attention:

Notices intended for Subordinate Lender will be addressed to:

[Name]
[Address]
Attention:

(b) Any party, by Notice given pursuant to this Section 10, may change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses, for its Notices, but Notice of a change of address will only be effective upon receipt. Neither party will refuse or reject delivery of any Notice given in accordance with this Section 10.

**11. Reserved.**

**12. Miscellaneous Provisions.**

(a) Assignments/Successors. This Agreement will be binding upon and will inure to the benefit of the respective legal successors and permitted assigns of the parties to this Agreement. Without prior notice to or the consent of the Subordinate Lender or the Borrower, the Senior Lender may freely transfer or assign the Senior Loan and the Senior Loan Documents, including this Agreement, in whole or in part, and the Subordinate Lender acknowledges and agrees that any future legal holder of the Senior Note will automatically be a legal successor and permitted assignee of Senior Lender hereunder, without the necessity of any further action or instrument. No other party will be entitled to any benefits under this Agreement, whether as a third-party beneficiary or otherwise.

(b) No Partnership or Joint Venture. Nothing in this Agreement or in any of the Senior Loan Documents or Subordinate Loan Documents will be deemed to constitute Senior Lender as a joint venturer or partner of Subordinate Lender.

(c) Further Assurances. Upon Notice from Senior Lender, Subordinate Lender will execute and deliver such additional instruments and documents, and will take such actions, as are required by Senior Lender to further evidence or implement the provisions and intent of this Agreement.

(d) Amendment. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument signed by the parties to this Agreement or their successors or assigns.

(e) Governing Law. This Agreement will be governed by the laws of the State in which the Land is located.

(f) Severable Provisions. If any one or more of the provisions contained in this Agreement, or any application of any such provisions, is invalid, illegal, or unenforceable in any respect, the validity, legality, enforceability, and application of the remaining provisions contained in this Agreement will not in any way be affected or impaired.

(g) Term. The term of this Agreement will commence on the date of this Agreement and will continue until the earliest to occur of the following events:

(i) The payment of all the Senior Indebtedness; provided that this Agreement will be reinstated in the event any payment on account of the Senior Indebtedness is avoided, set aside, rescinded or repaid by Senior Lender.

(ii) The payment of all the Subordinate Indebtedness other than by reason of payments which Subordinate Lender is obligated to remit to Senior Lender pursuant to this Agreement.

(iii) The acquisition by Senior Lender or by a third-party purchaser of title to the Mortgaged Property pursuant to a foreclosure of, deed in lieu of foreclosure, or trustee's sale or other exercise of a power of sale or similar disposition under the Senior Mortgage.

(iv) With the prior written consent of Senior Lender, without limiting the provisions of Section 4(b)(iv), the acquisition by Subordinate Lender of title to the Mortgaged Property subject to the Senior Mortgage pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale under) the Subordinate Mortgage.

(h) Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

(i) Entire Agreement. This Agreement represents the entire understanding and agreement between the parties regarding the matters addressed in this Agreement, and will supersede and cancel any prior agreements regarding such matters.

(j) Authority. Each person executing this Agreement on behalf of a party to this Agreement represents and warrants that such person is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations under this Agreement.

(k) No Waiver. No failure or delay on the part of any party to this Agreement in exercising any right, power, or remedy under this Agreement will operate as a waiver of such right, power, or remedy, nor will any single or partial exercise of any such right, power or remedy preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power or remedy under this Agreement.

(l) Remedies. Each party to this Agreement acknowledges that if any party fails to comply with its obligations under this Agreement, the other parties will have all rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief.

**13. Attached Riders.** The following Riders are attached to this Agreement:
**[LIST EACH RIDER ATTACHED OR STATE "NONE"; INSERT ANY RIDER AFTER THE SIGNATURE PAGE AND PRIOR TO EXHIBIT A]**

**14. Attached Exhibits.** The following Exhibits, if marked with an "X" in the space provided, are attached to this Agreement:

|X| Exhibit A Description of the Land (required)
|__| Exhibit B Ground Lease Description (if applicable)

**[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]**

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

**SENIOR LENDER:**

**[SELLER/SERVICER]**

By:_____
Name:
Title:

[Notary Block for recordation]

**SUBORDINATE LENDER:**

**[GOVERNMENTAL ENTITY]**

By:_____(SEAL)
Name:
Title:

[Notary Block for recordation]

## CONSENT OF BORROWER

Borrower acknowledges receipt of a copy of this Subordination Agreement, dated _____, 20__, by and between **[NAME OF SELLER/SERVICER] and [NAME OF GOVERNMENTAL ENTITY]** and consents to the agreement of the parties set forth in this Agreement.

**[NAME OF BORROWER]**

By: _____

Name: _____

Title: _____

Date: _____

[Notary Block for recordation]

**EXHIBIT A**

LEGAL DESCRIPTION

**LOAN AGREEMENT**

**(KITE ROUTE CROSSING / TOWN AAHT LOAN)**

This Loan Agreement (this "**Loan Agreement**"), is made and entered into as of this [___] day of February, 2026 (the "**Effective Date**"), by and between the Town of Superior, Colorado, a municipal corporation (the "**Lender**") and Kite Route Crossing LLC, a Colorado limited liability company (the "**Borrower**").

A. Borrower is the owner of certain real property located in Superior, Colorado, legally described on the attached Exhibit A (the "**Property**"), which Borrower shall develop and operate as a 50-unit multifamily affordable senior housing development (the "**Project**").

B. Lender will loan to Borrower funds in the amount of One Million and No/100ths Dollars ($1,000,000.00) (the "**AAHT Funds**") for use in the construction of the Project under the terms and conditions stated herein.

C. Lender has received a grant from County of Boulder, Colorado (the "**County**") in the amount of the AAHT Funds (the "**AAHT Grant**") pursuant to and in accordance with terms and conditions contained in that certain Grant Agreement dated as of [_____], 2026 by and between the County and Lender (the "**AAHT Grant Agreement**").

NOW, THEREFORE, the parties agree as follows:

1. **The Loan**. Lender agrees to loan the AAHT Funds to Borrower (the "**Loan**") under the terms and conditions of this Loan Agreement. Borrower agrees to borrow from Lender the AAHT Funds for the acquisition, development, and construction of the Project under the terms and conditions of this Loan Agreement. The Loan will be disbursed to Borrower upon the conditions set forth below.

2. **Loan Terms / Disbursement.** On the Effective Date, Borrower shall execute and deliver this Loan Agreement to Lender, along with a Promissory Note in the original principal amount of the AAHT Funds (the "**Note**"), and a Deed of Trust to Public Trustee, Security Agreement, Financing Statement and Fixture Filing securing the Note and encumbering the Property (the "**Deed of Trust**", and together with this Loan Agreement and the Note, the "**Loan Documents**"). Lender shall disburse funds to Borrower when the funds from the AAHT Grant become available to Lender under the AAHT Grant Agreement and within 30 calendar days of Borrower sending a detailed invoice to Lender of a qualifying expense under the AAHT Grant. Final repayment of the Loan shall be due on or before the maturity date stated in the Note. Borrower shall make payments on the Loan pursuant to the terms of the Note.

3. **Events of Default.** The following, subject in all events to the notice and cure requirements set forth herein, shall constitute an "**Event of Default**":

(a) If Borrower fails to punctually perform its obligations under this Loan Agreement or it violates the covenants contained in any of the Loan Documents in any material respect, and such failure remains uncured within 90 days of Borrower's receipt of written notice of such failure from Lender or such longer period as is reasonably necessary for Borrower to cure such default provided that Borrower commences such cure, and continues the pursuit of such cure with due diligence.

(b) If Borrower fails to pay any installment of principal or interest on the Note when due and such failure is not cured within 90 days of Borrower's receipt of written notice of such failure from Lender.

(c) If Borrower makes a general assignment for the benefit of creditors, admits in writing its inability to pay its debts generally as they mature, files or has filed against it a petition in bankruptcy or a petition or answer seeking a reorganization, arrangement with creditors or other similar relief under the Federal Bankruptcy Laws or under any other applicable law of the United States of America or any state thereof, consents to the appointment of a trustee or receiver for Borrower or for its property; or takes any action for the purpose of effecting or consenting to any of the foregoing.

(d) If an order, judgment or decree shall be entered appointing, without Borrower's consent, a trustee or receiver for Borrower or a substantial part of its property, or approving a petition filed against Borrower seeking a reorganization, arrangement with creditors or other similar relief under the federal bankruptcy laws or under any other applicable law of the United States of America or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within 90 days from the date of entry thereof.

Upon the occurrence of an Event of Default, Lender shall provide written notice, as provided in this Section, to Borrower and to [Hudson Housing Capital], the investor member of Borrower (together with its successors and assigns, the "**Investor**") at the address in the notice section below.

Borrower and the Investor shall have the right to cure any such default within the timeframes provided in this Loan Agreement or any other Loan Document. If Borrower and the Investor fail to timely cure such default, then Lender shall have all remedies as are set forth in the Loan Documents or otherwise at law.

4. **Expense.** Borrower agrees to pay all direct costs, expenses, and attorney fees reasonably incurred by Lender in connection with Borrower's breach or default of the Loan Documents, and agrees to pay reasonable loan closing costs, including the costs of title insurance or guarantee as determined by Lender.

5. **Subject to AAHT Grant Agreement**.

(a) Borrower acknowledges that Lender is obligated to the County under the AAHT Grant Agreement. Borrower agrees to comply with all obligations of the Property owner under the AAHT Grant Agreement.

(b) The AAHT Grant Agreement sets forth certain obligations concerning the development and operation of the Project, and the use of the AAHT Funds, and further spells out certain obligations arising with respect to any breach of the AAHT Grant Agreement (collectively, the "**Performance Obligations**"). Lender desires to obtain the agreement of Borrower to perform certain obligations pursuant to the AAHT Grant Agreement (the "**Borrower Obligations**").

(c) Borrower agrees: (i) to perform, and to be bound by, Borrower Obligations; (ii) that it will satisfy all of the Performance Obligations under the AAHT Grant Agreement as if the Performance Obligations apply directly to Borrower; and (iii) that it will give Lender access to the Project, and to all relevant books and records relating to the Project, to enable Lender to monitor the compliance of the Project and Borrower with the Performance Obligations and Borrower Obligations, and to provide any reports or other information required of Lender under the AAHT Grant Agreement.

(d) If the funding to be provided to Lender under the AAHT Grant Agreement is available only on a reimbursement basis (i.e. to reimburse the payor for expenses it pays) for expenses that qualify for reimbursement under the AAHT Grant Agreement, then (i) with the cooperation of Lender, Borrower shall manage the process of seeking reimbursement and direct payment of invoices under the AAHT Grant Agreement as provided in this Agreement, and (ii) all funding under the AAHT Grant Agreement shall be disbursed by the County to Lender and then paid to Borrower as a reimbursement of qualifying expenses previously paid by Borrower.

(e) Borrower shall copy Lender on any materials submitted to the County, provided that Lender shall make all formal submissions of requests for reimbursement or direct payment of invoices, unless Lender provides written authorization for Borrower to submit materials on behalf of Lender. Borrower shall provide all required documentation needed for the submission, including without limitation receipts, invoices, evidence of payment, and the information required by the AAHT Grant Agreement. Lender shall review and approve Borrower's requests within 30 calendar days.

(f) Borrower shall not incur any expenses for reimbursement or direct payment under the AAHT Grant Agreement in connection with the Project that are not permitted by the AAHT Grant Agreement (the "**AAHT Budget**"). Lender shall have no obligation to reimburse Borrower, or to pay any expenses incurred by Borrower, other than expenses that have been incurred by Borrower in connection with the Project and approved by Lender and that

have been authorized by the AAHT grant administrator for reimbursement or payment as described in this Loan Agreement.

(g) If Borrower determines that it desires to modify the AAHT Budget, it may request the AAHT grant administrator and Lender to approve a change to the budget, and Borrower and Lender will work to obtain approval of the AAHT grant administrator to the change. Lender shall not unreasonably withhold, condition, or delay approval of any requested change to the AAHT Budget, or to any amendment to the AAHT Grant Agreement that is necessary to document a change to the AAHT Budget.

(h) Borrower shall prepare and make available to Lender materials to make monthly requests for reimbursement or direct payment covering expenses incurred during the applicable time period. Submissions shall include only expenses that are eligible for direct payment or reimbursement under the AAHT Grant (as the AAHT Budget may be modified as provided above) and shall include all required documentation and certifications required by the AAHT Grant Agreement.

(i) Borrower acknowledges and agrees that the Project must meet certain affordability requirements set forth in the AAHT Grant Agreement and other documentation required by the County, including a land use restriction agreement in the form required by the Colorado Housing and Finance Authority ("**CHFA**") in its capacity as allocator of low-income housing tax credits, to be executed by Borrower and recorded in the real estate records of Boulder County, Colorado.

(j) Borrower shall procure and maintain, and shall cause its contractors and subcontractors to procure and maintain, insurance and payment and performance bonds to the extent required by the AAHT Grant Agreement.

(k) In connection with the Project, Borrower shall maintain an accounting system and accounting records and shall satisfy financial management requirements as required by the terms of the AAHT Grant Agreement. In addition, Borrower shall maintain books, documents, papers, files, and records relating to the Borrower, the Project and the funding and other activities under the AAHT Grant Agreement. Borrower shall permit representatives of Lender and the County to review and inspect all such records and documents as requested in connection with verifying performance under the AAHT Grant Agreement. Upon request, Borrower shall provide to Lender copies of any such records and documents. Borrower shall maintain all records, documents, and other materials relating to performance under the AAHT Grant Agreement for the period of time required under the AAHT Grant Agreement, and shall not destroy any such documents or materials without the consent of Lender.

(l) Borrower shall prepare, on behalf of Lender, all reports required under the

AAHT Grant Agreement, including reports relating to the development and financing of the Project and the use of the AAHT Grant funds.

(m) Borrower indemnifies, defends, and holds harmless Lender from all claims, losses, liabilities, or other obligations arising or asserted against Lender as a result of any failure by Borrower or the Project to comply with any of the Performance Obligations or Borrower Obligations, or any breach of the AAHT Grant Agreement, except to the extent that such claims, losses, liabilities, obligations, failure to perform or breach of the AAHT Grant Agreement are caused by the intentional or grossly negligent acts or omissions of Lender.

(n) Lender agrees to comply with the terms and provisions of the requirements of the AAHT Grant Agreement and all laws, rules, regulations, and guidance applicable to the same.

(o) Each party agrees to promptly notify the other party in the event it receives any notice, demand, or other correspondence from the County on matters concerning the AAHT Funds. In addition, in the event of any asserted breach of the terms of the AAHT Grant Agreement, Borrower and Lender shall cooperate in the response to any communication and in the defense of any action asserting a breach of the AAHT Grant Agreement. Either party shall have the right to cure any breach of any Grant Agreement, subject to the consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

(p) Borrower agrees to pay Lender's costs incurred in entering into the AAHT Grant Agreement.

(q) Lender agrees to cooperate with Borrower and the County as Borrower may desire or require from time to time, including the pursuit of extensions, modifications, and other accommodations with respect to the AAHT Grant and related agreements with the County, provided such pursuits do not adversely impact Lender. Lender further agrees to cooperate with Borrower and the County if additional project funds are available from the County with respect to the Project. In such event, Lender agrees to cooperate in good faith with Borrower to modify the Loan Documents to provide for the loan of such additional funds to Borrower for the purpose of paying Project costs, and in accordance with any requirements and conditions of the County with respect to the additional funds, provided, that Investor's consent must be obtained prior to any such modifications.

(r) The enforcement of the terms and conditions of this Loan Agreement and all rights of action relating to such enforcement shall be strictly reserved to Lender and Borrower, and nothing contained in this Loan Agreement shall give or allow any claim or right of action whatsoever by any other or third person, except for the County, as third-party beneficiary.

6. **Miscellaneous.**

(a) This Loan Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. Subject to Lender consent, which consent shall not be unreasonably withheld, conditioned, or delayed, Lender agrees that Borrower may assign the Loan and the obligations and duties of Borrower under the Loan Documents to any purchaser of the Property and Project provided that such purchaser is authorized as a successor owner of the Project by CHFA and provided that such successor owner assumes all of Borrower's obligations under the Loan Documents.

(b) No amendment, change, waiver or modification of this Loan Agreement shall be valid unless it is in a written document which Borrower and Lender sign (with the prior written consent of the Investor). Lender's waiver of any breach or default of any of Borrower's obligations, agreements or covenants under the Loan Documents shall not be deemed to be a waiver of any subsequent breach of the Loan Documents, or any other obligation, agreement or covenant. All remedies afforded in this Loan Agreement shall be construed as cumulative, in addition to every other remedy provided herein or by law.

(c) This Loan Agreement may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which shall constitute one agreement. The parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 et seq.

(d) This Loan Agreement shall be governed by, interpreted, and construed in accordance with the laws of the State of Colorado.

(e) This Loan Agreement shall remain effective so long as there are sums remaining outstanding on the Note.

(f) The parties shall give all notices, consents, demands, or waivers related to this Loan Agreement in writing delivered by (i) personal delivery, (ii) a nationally recognized, next-day courier service, (iii) first-class certified mail, postage prepaid, or (iv) e-mail. A notice is deemed given on the other party's receipt of it, or if mailed, on the earlier of the other party's receipt of it and the fifth business day after its mailing. The parties may change their addresses for notice by notifying the other parties in the manner provided in this section. The parties designate their addresses as follows:

Borrower: Kite Route Crossing LLC
c/o Pennrose Holdings, LLC
230 Wyoming Ave
Kingston, PA 18704
Attention: Timothy I. Henkel

with a copy to:

Berman Indictor LLP
Three Logan Square
1717 Arch Street Suite 3301
Philadelphia, PA 19104
Attention: Steven P. Berman

and:

New Communities Law PLLC
1919 14th Street, Suite 700
Boulder, CO 80302
Attention: Ben Doyle

and:

Hudson Housing Capital
630 Fifth Avenue – 28th Floor
New York, NY 10111
Attention: [_____]

with a copy to:

Thompson Coburn LLP
One US Bank Plaza
St. Louis, MO 63101
Attention: Nick Kappas

Lender: Town of Superior
124 E. Coal Creek Drive
Superior, CO 80027
Attention: Town Manager

with a copy to:

_____
_____
_____
_____
_____

(g) Borrower consents to the personal jurisdiction of the state and federal courts located in the State of Colorado in connection with any controversy relating to this Loan Agreement, the Note, and any other Loan Documents related thereto, waives any argument that venue in such forum is not convenient and agrees that any litigation initiated by Borrower against Lender in connection with this Loan Agreement, the Note, and any other Loan Documents related thereto shall be venued in either the district court of Boulder County, Colorado or in the United States District Court, District of Colorado.

(h) By making the Loan contemplated herein, Lender does not become a partner or joint venturer with Borrower in connection with the Property or the Project.

(i) Any amendment to this Loan Agreement requires a written agreement of the parties.

7. **Permitted Financing and Cooperation**. Notwithstanding anything contained in the Loan Documents to the contrary, Lender authorizes and consents to the following loans together with all liens securing the same and any restrictive covenants as a condition to the same, which shall be senior in payment and lien priority to this Loan: (i) a first lien construction loan from JPMorgan Chase Bank, N.A. in the principal amount of approximately $13.6 million, (ii) a first lien permanent loan from Federal Home Loan Mortgage Corporation in the principal amount of approximately [$4.5] million, (iii) a second lien HDG loan from the State of Colorado, Department of Local Affairs in the principal amount of $1,650,000, and (iv) a third lien CDBG-DR loan from Lender, in the principal amount of approximately $1,100,000 (collectively, the "**Senior Loans**"). Lender agrees to subordinate the Loan and the liens securing the same to all of the Senior Loans.

(Signature pages follow)

Borrower has executed this Loan Agreement (KITE ROUTE CROSSING / TOWN AAHT LOAN) as of the Effective Date.

**BORROWER:**

**Kite Route Crossing LLC**,
a Colorado limited liability company

By: Kite Route Crossing MM LLC,
a Colorado limited liability company,
manager

By: Pennrose Holdings, LLC,
a Pennsylvania limited liability company,
managing member

By: _____
Timothy I. Henkel, Chief Executive Officer

Lender has executed this Loan Agreement (KITE ROUTE CROSSING / TOWN AAHT LOAN) as of the Effective Date.

**LENDER:**

**Town of Superior, Colorado**
a municipal corporation

By: _____

Name: _____

Title: Mayor

ATTEST:

By: _____

Name: _____

Title: Town Clerk

**EXHIBIT A**

**LEGAL DESCRIPTION**

LOT 21, BLOCK 1, DISCOVERY OFFICE PARK/SUPERIOR TOWN CENTER REPLAT NO. 3, RECORDED APRIL 12, 2018 UNDER RECEPTION NO. 03650274, COUNTY OF BOULDER, STATE OF COLORADO

**PROMISSORY NOTE**
**(KITE ROUTE CROSSING / TOWN AAHT LOAN)**

Principal amount: $1,000,000.00 February[___], 2026

1. **Promise to Pay.** For value received, Kite Route Crossing LLC, a Colorado limited liability company ("**Borrower**"), promises to pay to the order of Town of Superior, a Colorado home rule municipality ("**Lender**"), the principal sum of One Million and No/100ths Dollars ($1,000,000.00) or so much thereof as Lender has advanced hereunder, together with interest thereon at the annual rate of zero percent (0.00%), from the date of this Note, or such other rate as set forth herein, until paid. Interest shall accrue daily, shall be payable in arrears at the maturity of this Note, and shall be calculated on the basis of a 365-day year and the actual number of days elapsed.

2. **Maturity Date.** All unpaid principal and accrued interest shall be due on December 31, 2065 or such earlier date as the indebtedness is accelerated hereunder (the "**Maturity Date**"); provided, however, that upon a sale of the Property (defined below), any unpaid principal and interest shall be immediately due and payable.

3. **Principal and Interest Payments.** Borrower shall make annual payments of accrued interest and principal under this Note to the extent of [Net Cash Flow] (as defined in the Amended and Restated Operating Agreement of Borrower dated [the date hereof] (the "**Operating Agreement**")) and [Capital Transaction] proceeds resulting from a capital transaction (as such capitalized terms are defined in the Operating Agreement) in the amount and in the priority set forth in the Operating Agreement after payment in full of all amounts then due and owing under the Senior Loans (defined below) and the items specified in the Operating Agreement as having payment priority over payments under this Note. Borrower shall also make payments due on the Maturity Date hereof and upon sale of the property encumbered by the Deed of Trust (defined below) (the "**Property**"). All payments of principal and interest hereof shall be made to Lender, at its offices at 124 E. Coal Creek Drive, Superior, CO 80027, via wire transfer, or by such other means or at such other places as may be designated in writing by Lender. All payments received hereunder shall be applied first to accrued interest as of the date of payment and then to the outstanding principal balance of this Note.

4. **Prepayment.** After repayment in full of the Senior Loans, this Note may be prepaid, either in whole or in part, at any time without premium or penalty and without the prior consent of the holder hereof.

5. **Default Rate.** Overdue principal, whether caused by acceleration of maturity or otherwise, shall bear interest at a rate per annum equal to five percentage points above the rate otherwise applicable under this Note (the "**Default Rate**") from the date due until paid, and shall be payable monthly or, at the option of the holder hereof, on demand. To the extent permitted by law, the Default Rate shall apply both before and after any judgment on the indebtedness evidenced by this Note.

6. **Maximum Rate Permitted by Law.** Borrower hereby represents that this loan is for commercial use and not for personal, family or household purposes. It is not intended hereby to charge interest at a rate in excess of the maximum rate of interest that Lender may charge to Borrower under applicable usury and other laws, but if, notwithstanding, interest in excess of such rate shall be paid hereunder, the excess shall be applied against any accrued and unpaid interest and then to principal of this Note as additional cash collateral for the payment of the loan evidenced by this Note, unless such retention is not permitted by law, in which case the interest rate on this Note shall be adjusted to the maximum permitted under applicable law during the period or periods that the interest rate otherwise provided herein would exceed such rate.

7. **Secured Note.** This Note is executed in connection with and is secured by, and the holder of this Note is entitled to the benefits of, a Deed of Trust to Public Trustee, Security Agreement, Financing Statement and Fixture Filing of even date herewith (together with any amendments, the "**Deed of Trust**") given by Borrower for the benefit of Lender to secure this Note. Reference is made to the Deed of Trust for a description of the Property covered thereby and the rights, remedies, and obligations of the holder hereof in respect thereto.

8. **Default; Acceleration.** In the event of (a) any default in any payment of the principal of or interest on this Note when due and payable that is not cured within 10 days after notice thereof from the Lender to Borrower or (b) any default or event of default under the provisions of the Deed of Trust that is not cured within any applicable cure periods set forth therein, then the whole outstanding principal sum of this Note plus accrued interest and all other obligations of Borrower to Lender, direct or indirect, absolute or contingent, now existing or hereafter arising, shall, at the option of the holder of this Note, become immediately due and payable without notice or demand, and the holder of this Note shall have and may exercise any or all of the rights and remedies provided herein and in the Deed of Trust, as they may be amended, modified or supplemented from time to time, and under applicable law.

9. **Costs and Expenses.** If Borrower fails to pay any amount due under this Note and Lender takes any action to collect the amount due or to exercise its rights under the Deed of Trust, including, without limitation, retaining attorneys for collection of this Note, or if any suit or proceeding is brought for the recovery of all or any part of or for protection of the indebtedness or to foreclose the Deed of Trust, then Borrower agrees to pay on demand all costs and expenses of any such action to collect, suit or proceeding, or any appeal of any such suit or proceeding, incurred by Lender, including, but not limited to, the reasonable fees and disbursements of Lender's attorneys and their staff.

10. **Waiver of Defenses.** Except as otherwise provided, Borrower waives presentment; demand; notice of dishonor; notice of default or delinquency; notice of acceleration and protest; notice of costs, expenses, or losses and interest thereon; assents to any extension of time with respect to any payment due under this Note, to any substitution or release of collateral, and to the addition or release of any party; notice of late charges; and diligence in taking any action to collect any sums owing under this Note or in proceeding against any of the rights or interests in or to properties securing payment of this Note.

11. **Severability.** If any provision in this Note shall be held invalid, illegal or unenforceable in any jurisdiction, the validity, legality or enforceability of any defective provisions shall not be in any way affected or impaired in any other jurisdiction, and in case of such determination of invalidity, illegality or unenforceability, all other provisions of this Note shall remain fully enforceable and shall be interpreted so as to give force and effect to the maximum extent possible of the intent of the parties in drafting the provisions of this Note, including any provision that has been held to be invalid, illegal or unenforceable.

12. **No Waiver.** No delay or failure of the holder of this Note in the exercise of any right or remedy provided for hereunder, nor any waiver of any payment or other right under this Note, shall be deemed a waiver of such right by the holder hereof, and no exercise of any right or remedy shall be deemed a waiver of any other right or remedy that the holder may have.

13. **Notices.** All notices given hereunder shall be in writing, shall be hand delivered or sent by overnight courier or by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

Borrower: Kite Route Crossing LLC
c/o Pennrose Holdings, LLC
230 Wyoming Ave
Kingston, PA 18704
Attention: Timothy I. Henkel

with a copy to:

Berman Indictor LLP
Three Logan Square
1717 Arch Street Suite 3301
Philadelphia, PA 19104
Attention: Steven P. Berman

and:

New Communities Law PLLC
1919 14th Street, Suite 700
Boulder, CO 80302
Attention: Ben Doyle

and:

Hudson Housing Capital
630 Fifth Avenue – 28th Floor
New York, NY 10111
Attention: [_____]

with a copy to:

Thompson Coburn LLP
One US Bank Plaza
St. Louis, MO 63101
Attention: Nick Kappas

Lender: Town of Superior
124 E. Coal Creek Drive
Superior, CO 80027
Attention: Town Manager

with a copy to:

_____
_____
_____
_____
_____

Any such notice shall be deemed effective when hand delivered, or one day after timely delivery to an overnight courier for next day delivery (as evidenced by a receipt from the overnight courier), or three days after notice is deposited with the U.S. Postal Service.

14. **Consent to Venue and Jurisdiction.** At the option of the holder hereof, an action may be brought to enforce this Note in the District Court in the County of Boulder, Colorado or in any other court in which venue and jurisdiction are proper. Borrower and all signers or endorsers hereof consent to venue and jurisdiction in the District Court in the County of Boulder, Colorado, and to service of process as permitted under Colorado law, in any action commenced to enforce this Note.

15. **Time.** Time is of the essence in all provisions of this Note.

16. **Subordination.** The loan evidenced by this Note, this Note, and all other Loan Documents are subject and subordinate to the following senior loans: (i) a first lien construction loan from JPMorgan Chase Bank, N.A. in the principal amount of approximately $13.6 million, (ii) a first lien permanent loan from Federal Home Loan Mortgage Corporation in the principal amount of approximately [$4.5] million, (iii) a second lien HDG loan from the State of Colorado, Department of Local Affairs in the principal amount of $1,650,000, and (iv) a third lien CDBG-DR loan from Lender, in the principal amount of approximately $1,100,000 (collectively, the "**Senior Loans**"). Lender agrees to subordinate the Loan and the liens securing the same to all of the Senior Loans.

17. **Governing Law.** This Note and any claim, controversy or dispute arising under or related to this Note, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties will be governed by, and construed and enforced in accordance with, the laws of the State of Colorado without regard to any conflicts of law principles, except to the extent preempted by federal laws.

*(The remainder of this page is intentionally left blank.)*

Borrower has duly executed and delivered this Promissory Note (Kite Route Crossing / Town AAHT Loan) effective as of the first date written above.

**BORROWER:**

**Kite Route Crossing LLC**,
a Colorado limited liability company

By: Kite Route Crossing MM LLC,
a Colorado limited liability company,
manager

By: Pennrose Holdings, LLC,
a Pennsylvania limited liability company,
managing member

By: _____
Timothy I. Henkel, Chief Executive Officer

**DEED OF TRUST TO PUBLIC TRUSTEE,
SECURITY AGREEMENT, FINANCING STATEMENT
AND FIXTURE FILING**

**(KITE ROUTE CROSSING / TOWN AAHT LOAN)**

1. Date: February [___], 2026

2. Grantor: Kite Route Crossing LLC, a Colorado limited liability company, whose address is c/o Pennrose Holdings, LLC, 230 Wyoming Ave, Kingston, PA 18704, Attention: Timothy I. Henkel.

3. Beneficiary: Town of Superior, 124 E. Coal Creek Drive, Superior, CO 80027, Attention: Town Manager.

4. Trustee: The Public Trustee of the County of Boulder, Colorado.

5. Property: Real property located in Superior, Colorado and described on Exhibit A, together with all buildings, improvements, fixtures, easements, landscaping features, rents, issues and profits, condemnation awards and insurance proceeds, however evidenced, and all appurtenances used in connection with the real property ("**Property**").

6. Obligations Secured (collectively, "**Obligations**"):

(a) All indebtedness evidenced and created by a Promissory Note from Grantor in the principal amount of $1,000,000.00 ("**Note**"), payable to Beneficiary, which Note evidences a loan payable in accordance with the terms and provisions of the Note, and all renewals, extensions, modifications, amendments, restatements, and substitutions of the Note;

(b) Future advances made by Beneficiary under the Note plus interest; and

(c) All other indebtedness due under the Note, this Deed of Trust, or any other document, instrument, or agreement evidencing, securing, or governing the loan evidenced by the Note (the Note, this Deed of Trust, and all amendments, replacements, extensions, and renewals of these documents, together with other documents, instruments, and agreements relating to this loan are collectively referred to as the "**Loan Documents**").

7. Grant. As security for the Obligations, Grantor hereby grants, bargains, sells, mortgages, and conveys the Property to Trustee in trust with the power of sale for the use and benefit of Beneficiary. As additional security for the Obligations, Grantor hereby grants Beneficiary a security interest in all personal property and fixtures now or later located on or used in connection with the Property, including without limitation the personal property, fixtures, and other collateral described in Exhibit B (collectively, "**Collateral**"). This Deed of Trust constitutes a security agreement under Colorado's Uniform Commercial Code ("**Code**").

8. Grantor's Warranties. Grantor warrants title to the Property and the Collateral subject only to the matters on Exhibit C ("**Permitted Encumbrances**"). Grantor warrants the person signing this Deed of Trust on its behalf has been authorized to do so and this Deed of Trust constitutes the valid, binding, and enforceable obligation of Grantor.

9. Grantor's Covenants. Grantor shall:

(a) pay and satisfy all Obligations on or before their due date and comply with and perform all the covenants contained in the Loan Documents;

(b) pay and satisfy when due all taxes and assessments and other claims or encumbrances related to the Property and the Collateral; however, Grantor may contest taxes, assessments, and claims;

(c) obtain and maintain insurance policies in an amount equal to the full replacement cost of the Collateral and all improvements on the Property, insuring against all risk of loss, damage, destruction, theft, and any other casualty as Beneficiary may reasonably require, with policy provisions and companies as Beneficiary reasonably approves, with Beneficiary named as a loss payee and providing that any policy will not be canceled without 30 days' prior written notice from the insurer to Beneficiary;

(d) obtain and maintain comprehensive general liability insurance covering the Property and Grantor in an amount reasonably satisfactory to Beneficiary with policy provisions and companies as Beneficiary reasonably approves, with Beneficiary named as a loss payee and providing that any policy will not be canceled without 30 days' prior written notice from the insurer to Beneficiary;

(e) deliver original or certified copies of all insurance policies to Beneficiary;

(f) keep the Collateral, the Property, and any improvements on the Property in good condition and repair and not commit or suffer any material waste;

(g) not commit or suffer destruction or removal of any material part of the Property or the Collateral without the prior written consent of Beneficiary, except for any removal necessary to complete construction of the project;

(h) comply with insurance policy provisions and all laws, ordinances, rules, and regulations of governmental authorities applicable to the Property or its use;

(i) keep the Property and the Collateral free and clear of all material liens, judgments, or other encumbrances other than the Permitted Encumbrances except those Grantor contests in good faith where adequate security has been posted; and

(j) appear in and defend any action or proceeding purporting to affect the Property or the Collateral.

10. Subject to AAHT Grant Agreement. Grantor acknowledges that Beneficiary has executed that certain grant agreement with the County of Boulder, Colorado (the "**AAHT Grant Agreement**"), a copy of which has been provided to Grantor.

(a) Under the AAHT Grant Agreement, the County has provided or will provide to Beneficiary the AAHT grant funds.

(b) The AAHT Grant Agreement sets forth certain obligations concerning the acquisition, development, and operation of the Property and the use of the AAHT funds and spells out certain obligations arising with respect to any breach of the AAHT Grant Agreement (collectively, the "**Performance Obligations**"). Beneficiary desires to obtain the agreement of the Grantor, as the Property owner, to perform certain obligations (the "**Grantor Obligations**"). Grantor hereby agrees: (i) to perform, and to be bound by, the Grantor Obligations; (ii) that it will satisfy all of the Performance Obligations under the AAHT Grant Agreement as if the Performance Obligations apply directly to Grantor; and (iii) that it will give Beneficiary access to the Project, and to all relevant books and records relating to the Project, in order to enable Beneficiary to monitor the compliance of the Project and the Grantor with the Performance Obligations and the Grantor Obligations, and to provide any reports or other information required of Beneficiary under the AAHT Grant Agreement. Grantor acknowledges and agrees that the Project must meet any affordability requirements set forth in the AAHT Grant Agreement.

(c) Grantor indemnifies, defends, and holds harmless from and shall reimburse Beneficiary for all claims, losses, liabilities, or other obligations arising or asserted against Beneficiary as a result of any failure by Grantor or the Project to comply with any of the Performance Obligations or the Grantor Obligations, or any breach of the AAHT Grant Agreement, except to the extent that such claims, losses, liabilities, obligations, failure to perform or breach of the AAHT Grant Agreement are caused by the intentional or grossly negligent acts or omissions of Beneficiary. Beneficiary covenants and agrees to comply with the terms and provisions of the requirements of the AAHT Grant Agreement.

(d) Each party agrees to promptly notify the other party in the event it receives any notice, demand, or other correspondence from the County on matters concerning the AAHT Funds.

(e) Beneficiary agrees to cooperate with the Grantor and the County as Grantor may desire or require from time to time, including the pursuit of extensions, modifications, and other accommodations with respect to the AAHT Funds and related agreements with the County, provided such pursuits do not adversely impact Beneficiary. Beneficiary further agrees to cooperate with the Grantor and the County if additional project funds are available from the County with respect to the Project. In such event, so long as Grantor is not in default under any of its obligations to Beneficiary, Beneficiary agrees to cooperate in good faith with the Grantor to modify the Loan Documents to provide for the loan of such additional funds to the Grantor for the purpose of paying Project costs, and in accordance with any requirements and conditions of the County with respect to the additional funds, provided, that Investor's consent must be obtained prior to any such modifications.

11. Transfer. If Grantor leases (except for leases to residents in the ordinary course of business), sells, contracts to sell, conveys, transfers, or otherwise disposes of all or any part of

either the Property, the Collateral, or both without the prior written consent of Beneficiary, Grantor shall immediately pay all Obligations at the election of the Beneficiary. As a condition to its consent to transfer, Beneficiary may require the transferee to assume the Obligations and impose any other conditions. However, the following transfers do not require the prior written consent of Beneficiary nor trigger immediate payment of the Obligations:

(a) a transfer of the Property and the Collateral to any lender mentioned in section 15 (Subordination) or its affiliates, successors, or assigns;

(b) a transfer of the interest of the Investor(s) (as defined in the Amended and Restated Operating Agreement of Grantor ("**Operating Agreement**")) in the Grantor as provided in the Operating Agreement;

(c) removal and replacement of the Managing Member (as defined in the Operating Agreement) of the Grantor as provided in the Operating Agreement; and

(d) exercise of any right or option set forth in the Right of First Refusal Agreement or any other Project Document (as defined in the Operating Agreement) by Beneficiary.

12. Events of Default. The occurrence of any of the following constitutes an "event of default":

(a) Grantor fails to pay any of the Obligations when due, which failure Grantor does not cure within five days after notice from the Beneficiary;

(b) Grantor fails to perform or observe any other covenant, agreement, duty, or obligation contained in this Deed of Trust, which failure Grantor does not cure within 90 days after notice from the Beneficiary, or a longer period as Beneficiary deems necessary so long as Grantor works diligently and in good faith to cure;

(c) any warranty, representation, or statement of Grantor in this Deed of Trust, or otherwise made to Beneficiary by or on behalf of Grantor, proves to have been false in any material respect when made; or

(d) the occurrence of any default or event of default (however defined) beyond any applicable notice and cure period under the Loan Documents.

The Investor(s) or their designees may, but are not obligated to, cure any default of Grantor under any Loan Document. Any cure made or tendered by the Investor(s) is to be deemed a cure by Grantor, which Beneficiary shall accept or reject on the same basis as if made or tendered by Grantor.

13. Remedies Upon Default. Upon the occurrence of any event of default not cured within the applicable cure period, Beneficiary has the following rights and remedies which are cumulative and which Beneficiary may exercise with or without notice; separately, independently, or concurrently; more than once and in any order; without any election of remedies to be deemed made; without affecting the right of Beneficiary to exercise any other remedy or which Beneficiary may have in law; and without regard to other remedies then, before, or after pursued or being pursued:

(a) to declare any or all of the Obligations immediately due and payable;

(b) to take immediate possession, management, and control of the Property;

(c) to lease, operate, repair, and maintain the Property at the expense of Grantor, and to perform other acts as Beneficiary may deem necessary or desirable;

(d) to collect and receive all rents, issues, and profits from the Property and to apply them to the Obligations or to repair and maintain the Property, or both;

(e) to apply for and obtain, ex parte and without notice, the appointment of a receiver for the Property or of its rents, issues, and profits, or both, and to have a receiver appointed as a matter of right without regard to the solvency of any person or the adequacy of any security or the existence of waste; Grantor hereby waives any right to a hearing or notice of hearing prior to the appointment of a receiver, and to have sums received by receivers, after deducting and paying costs and expenses of receiverships applied to the Obligations in a manner and order as Beneficiary deems appropriate;

(f) to foreclose this Deed of Trust through the Trustee or through the courts as the Beneficiary desires and to purchase the Property at any foreclosure sale; and

(g) with respect to any portion of the Collateral subject to the Code, Beneficiary has the remedies of a secured party under the Code, including, without limitation, the rights to immediate and exclusive possession of the Collateral.

Upon the occurrence of any event of default, all amounts owing under the Loan Documents shall bear interest at the default rate provided for in the Note from the due date until paid in full.

The proceeds of any foreclosure sale will be applied (a) first, to reimburse Beneficiary for all costs and expenses of foreclosure; then (b) to retire obligations secured by liens having priority over this Deed of Trust; then (c) to Beneficiary to pay the Obligations; then (d) to the owner of the Property.

Neither Grantor nor any member, partner, officer, director, shareholder, employee, agent or affiliate of Grantor nor any other third party has any personal liability for any amounts due under this Deed of Trust. In an event of default, Beneficiary shall look solely to the Property and the Collateral for payment of the Obligations and shall not seek any deficiency from any third party.

Notwithstanding anything to the contrary contained in the Loan Documents, if an event of default occurs, prior to exercising any remedies then Beneficiary shall give Grantor and the Investor(s) or their assigns simultaneous written notice of default at the address set forth in Section 16(g) below. Beneficiary shall not declare a default under this Deed of Trust or the Note before two years after the end of the Compliance Period (as defined in the Operating Agreement) unless the Beneficiary has received the prior written consent of the Investor(s).

14. Covenant of Beneficiary. Beneficiary covenants:

(a) in the event of a foreclosure of this Deed of Trust, it shall not violate any covenant made by Grantor in any Land Use Restriction Agreement or extended use agreement made in connection with low-income housing tax credits for the Property;

(b) to subordinate the lien created by this Deed of Trust and the Loan Documents to any extended low-income housing commitment (as Section 42(h)(6)(B) of the Internal Revenue Code defines that term ("**Extended Use Agreement**")) recorded against the Property, provided that the Extended Use Agreement, by its terms, must terminate upon foreclosure under this Deed of Trust or upon a transfer of the Property in lieu of foreclosure in accordance with Section 42(h)(6)(E) of the Internal Revenue Code.

(c) Notwithstanding the foregoing, so long as [Hudson Housing Capital] (or an affiliate thereof) is a member of Grantor, Beneficiary will not commence foreclosure proceedings with respect to the Property under the Note or this Deed of Trust or exercise any other rights or remedies it may have under the Note or the Deed of Trust, including, but not limited to, accelerating the Note, collecting rents, appoint (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder. Beneficiary waives no rights or remedies it may have under the Note or this Deed of Trust, but merely agrees not to enforce those rights or remedies until the end of the Compliance Period (as such term is defined in Grantor's Operating Agreement).

15. Subordination. The lien created by this Deed of Trust is also subordinate to the deeds of trust granted by Grantor to secure the following loans: (i) a first lien construction loan from JPMorgan Chase Bank, N.A. in the principal amount of approximately $13.6 million, (ii) a first lien permanent loan from Federal Home Loan Mortgage Corporation in the principal amount of approximately [$4.5] million, (iii) a second lien HDG loan from the State of Colorado, Department of Local Affairs in the principal amount of $1,650,000, and (iv) a third lien CDBG-DR loan from Lender, in the principal amount of approximately $1,100,000 (collectively, the "**Senior Loans**"). Grantor shall enter into a subordination agreement with respect to the Senior Loans as reasonably requested.

16. Miscellaneous.

(a) This Deed of Trust constitutes a fixture filing.

(b) This Deed of Trust and each of its provisions bind the heirs, personal representatives, successors, and assigns of Grantor and inure to the benefit of the Trustee, the Beneficiary, and their successors and assigns.

(c) This Deed of Trust may be amended or modified only by an instrument in writing signed by the party charged with the amendment or waiver.

(d) Upon production of the cancelled Note, the Trustee must release this Deed of Trust without further showing as to payment of the Obligations.

(e) The Trustee must release parts of the Property from the lien of this Deed of Trust upon the request of Beneficiary without impairing any rights or priority Beneficiary may have in the remainder of the Property.

(f) Failure on the Beneficiary's part to exercise its rights in the event of any one default does not constitute a waiver of its rights in any later default.

(g) Any notice and other communication required or contemplated by this Deed of Trust must be in writing and delivered as set forth in the Note, addressed to the parties at the respective addresses set forth on page 1 of this Deed of Trust, or at another address as a party may designate in writing, and in the case of notices to Grantor, with a copy to:

Kite Route Crossing LLC
230 Wyoming Ave
Kingston, PA 18704
Attention: Timothy I. Henkel

with a copy to:

Berman Indictor LLP
Three Logan Square
1717 Arch Street Suite 3301
Philadelphia, PA 19104
Attention: Steven P. Berman

and:

New Communities Law PLLC
1919 14th Street, Suite 700
Boulder, CO 80302
Attention: Ben Doyle

and:

Hudson Housing Capital
630 Fifth Avenue – 28th Floor
New York, NY 10111
Attention: [_____]

with a copy to:

Thompson Coburn LLP
One US Bank Plaza
St. Louis, MO 63101
Attention: Nick Kappas

(h) Grantor hereby consents to venue and jurisdiction in the District Court in the County of Boulder, Colorado and to service of process as permitted under Colorado law in any action to enforce this Deed of Trust.

(i) Time is of the essence in the Grantor's performance of its Obligations.

*(The remainder of this page is intentionally left blank.)*

Grantor has signed this Deed of Trust (KITE ROUTE CROSSING / TOWN AAHT LOAN) on the date written above.

**GRANTOR:**

**Kite Route Crossing LLC**,
a Colorado limited liability company

By: Kite Route Crossing MM LLC,
a Colorado limited liability company,
manager

By: Pennrose Holdings LLC,
a Pennsylvania limited liability company,
managing member

By: _____
Timothy I. Henkel, Chief Executive Officer

STATE OF _____ )
) ss.
COUNTY OF _____ )

This instrument was acknowledged before me this ____ day of _____, 2026, by Timothy I. Henkel, Chief Executive Officer, Pennrose Holdings LLC, as managing member of Kite Route Crossing MM LLC, as manager of Kite Route Crossing LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires _____

_____
Notary Public

**Exhibit A**

(Attached to and forming a part of the Deed of Trust to Public Trustee, Security Agreement, Financing Statement and Fixture Filing (KITE ROUTE CROSSING / TOWN AAHT LOAN))

Real Property

LOT 21, BLOCK 1, DISCOVERY OFFICE PARK/SUPERIOR TOWN CENTER REPLAT NO. 3, RECORDED APRIL 12, 2018 UNDER RECEPTION NO. 03650274, COUNTY OF BOULDER, STATE OF COLORADO.

**Exhibit B**

(Attached to and forming a part of the Deed of Trust to Public Trustee, Security Agreement, Financing Statement and Fixture Filing (KITE ROUTE CROSSING / TOWN AAHT LOAN))

Collateral Description

All of Grantor's right, title, and interest now owned or hereafter acquired in and to the following:

(a) all personal property of whatever nature now owned or later acquired by the Grantor for use at the Property, including, without limitation:

(i) all building, maintenance, service, or other equipment; all building, maintenance, or raw materials or supplies, all component parts, work in progress, and inventory; all appliances; all office equipment; all furnishings, all furniture; all fixtures at any time related to the Property; all machinery; and all tools;

(ii) all bonding, construction, development, financing, guaranty, indemnity, maintenance, management, service, supply, warranty, and other agreements, commitments, contracts, and subcontracts; all architectural, engineering, and other plans and specifications, reports, studies, and related agreements; all insurance policies and proceeds; and all bonds, to the extent these items are assignable;

(iii) all deposits, reserves, deferred payments, rebates, refunds, and returns of money or property paid to or deposited with any governmental body, agency, or authority, or any public or private utility, district, or company, insurance companies, or any other person, and all claims, causes of action, judgments, and settlements at any time arising from damage to, taking of, or any loss, impairment, or diminution in value of any of the Property or the Collateral described here or in the use of any Property or Collateral;

(iv) all of Grantor's right, title, and interest to all governmental or other approvals, permits, licenses, or grants of rights or privileges with respect to the Property, to the extent such items are assignable; and

(v) all accounts, accounts receivable, and all cash or cash investments in any bank, savings, or escrow accounts maintained by Grantor which are used for or in connection with the operation or management of the Property, including, without limitation, security deposit and working capital accounts; and

(b) all cash and noncash proceeds or products from the sale or other disposition of the Collateral described in paragraphs (a)(i) through (a)(v) above.

**Exhibit C**

(Attached to and forming a part of the Deed of Trust to Public Trustee, Security Agreement, Financing Statement and Fixture Filing (KITE ROUTE CROSSING / TOWN AAHT LOAN))

Permitted Encumbrances

[NTD: to be updated based on the final title commitment]

1. Intentionally omitted.
2. Intentionally omitted.
3. Intentionally omitted.
4. Intentionally omitted.
5. Intentionally omitted.
6. Intentionally omitted.
7. Intentionally omitted.
8. Intentionally omitted.
9. RESERVATION OF ALL COAL AND SUCH RIGHT OF WAY AND OTHER GROUNDS AS MAY BE NECESSARY FOR THE PROPER WORKING OF ANY COAL MINES THAT MAY BE DEVELOPED AND TRANSPORTATION OF COAL FROM THE SAME, AS MADE BY THE UNION PACIFIC RAILWAY AND TELEGRAPH COMPANY IN DEED RECORDED MAY 17, 1888 IN BOOK 114 AT PAGE 558.

   QUIT CLAIM DEED IN CONNECTION THEREWITH RECORDED APRIL 14, 1971 UNDER RECEPTION NO. 972843 AND RELEASE AND QUITCLAIM DEED THEREWITH RECORDED NOVEMBER 24, 1998 UNDER RECEPTION NO. 1874271.

10. MINERAL RIGHTS AS CONVEYED TO THE AGATE COAL COMPANY IN DEED RECORDED NOVEMBER 28, 1908 IN BOOK 340 AT PAGE 32, AS SUBSEQUENTLY CONVEYED TO THE NORTHERN COAL AND COKE COMPANY BY DEED RECORDED OCTOBER 16, 1911 IN BOOK 340 AT PAGE 572, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

11. OIL AND GAS LEASE BETWEEN JOHN A. TOVADO AND GERALDINE M. TOVADO AND JOHN H. BRUNEL, RECORDED AUGUST 30, 1977 UNDER RECEPTION NO. 239872 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

    NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

12. OIL AND GAS LEASE RECORDED OCTOBER 21, 1977 UNDER RECEPTION NO. 247957 AND EXTENSION RECORDED SEPTEMBER 2, 1980 UNDER

RECEPTION NO. 410485 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

13. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 17, 2002 UNDER RECEPTION NO. 2288483.

14. NOTICE OF MINERAL INTEREST AND SURFACE USE RECORDED MARCH 7, 2007 UNDER RECEPTION NO. 2840804.

15. REQUEST FOR NOTICE OF SURFACE DEVELOPMENT RECORDED SEPTEMBER 28, 2009 UNDER RECEPTION NO. 3032258.

16. AN UNDIVIDED ONE HALF INTEREST IN AND TO ALL COAL AND OTHER MINERALS, INCLUDING OIL AND GAS, AS RESERVED IN DEED RECORDED OCTOBER 16, 1948 IN BOOK 835 AT PAGE 30, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

17. AN UNDIVIDED ONE HALF INTEREST IN AND TO ALL COAL AND OTHER MINERALS, INCLUDING OIL AND GAS, AS RESERVED IN DEED RECORDED OCTOBER 16, 1948 IN BOOK 835 AT PAGE 33, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

18. THOSE MINERAL INTERESTS, TOGETHER WITH ANY RIGHTS OF INGRESS AND EGRESS FOR THE PURPOSE OF MINING, DRILLING, AND EXPLORATION, AS CONVEYED OR AS EVIDENCED BY INSTRUMENTS RECORDED MARCH 9, 1964 IN BOOK 1325 AT PAGE 120; AUGUST 18, 1966 UNDER RECEPTION NO. 824401; APRIL 7, 1977 UNDER RECEPTION NO. 217506; JULY 1, 1980 UNDER RECEPTION NO. 401365; JULY 29, 1988 UNDER RECEPTION NO. 00932643; MAY 7, 1997 UNDER RECEPTION NO. 1696587; AND MARCH 30, 2012 UNDER RECEPTION NO. 3213069.

19. OIL, GAS AND OTHER MINERAL RIGHTS AS RESERVED IN DEEDS RECORDED MAY 23, 1979 UNDER RECEPTION NOS. 338662, 338663, 338664 AND 338665, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

20. ALL COAL AND OTHER MINERALS AS RESERVED IN DEED RECORDED OCTOBER 3, 1950 IN BOOK 872 AT PAGE 383.

21. ANY TAX, LIEN, FEE, ASSESSMENT OR EFFECT OF INCLUSIONS OF SUBJECT PROPERTY IN THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JULY 22, 1999 UNDER RECEPTION NO. 1963438 AND INSTRUMENT RECORDED OCTOBER 18, 2002 UNDER RECEPTION NO. 2345200.

22. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE SUPERIOR/MCCASLIN INTERCHANGE METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 24, 2012, UNDER RECEPTION NO. 3262055.

NOTE: ORDER OF EXCLUSION RECORDED DECEMBER 3, 2015 UNDER RECEPTION NO. 03488848, AND PETITION FOR EXCLUSION RECORDED FEBRUARY 6, 2023 UNDER RECEPTION NO. 03996483. SAID INSTRUMENTS EVIDENCE CONTINUATION OF OUTSTANDING INDEBTEDNESS.

23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUPERIOR TOWN CENTER PLANNED DEVELOPMENT PLAN (ZONING) RECORDED FEBRUARY 04, 2013 UNDER RECEPTION NO. 3287102 AND RECORD OF APPROVAL OF AN AMENDMENT TO THE PLANNED DEVELOPMENT PLAN/ZONE DISTRICT PLAN FOR THE SUPERIOR TOWN CENTER RECORDED MAY 20, 2015 UNDER RECEPTION NO. 03446671.

24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENT AGREEMENT FOR DISCOVERY OFFICE PARK RECORDED JANUARY 24, 2002 UNDER RECEPTION NO. 2246378, AND FIRST AMENDMENT THERETO RECORDED SEPTEMBER 13, 2002 UNDER RECEPTION NO. 2330921.

25. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT REGARDING STORM DRAINAGE SYSTEM MAINTENANCE FOR THE DISCOVERY OFFICE PARK BY AND BETWEEN SUPERIOR METROPOLITAN DISTRICT NO. 1 AND SWEIDA PROPERTIES, INC. RECORDED APRIL 02, 2002 UNDER RECEPTION NO. 2272656.

26. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RECORD OF APPROVAL FOR THE SUPERIOR TOWN CENTER PD AMENDMENT RECORDED OCTOBER 31, 2013 UNDER RECEPTION NO. 03350762.

27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENT AGREEMENT RECORDED MARCH 11, 2014 UNDER RECEPTION NO. 03369754. FIRST AMENDMENT RECORDED NOVEMBER 14, 2014 UNDER RECEPTION NO. 03413029, AND UNRECORDED SECOND AMENDMENT, SAID INSTRUMENT IS REFERENCED AS ESI 27535642. THIRD AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT RECORDED NOVEMBER 16, 2016 UNDER RECEPTION NO. 03557512.

28. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RECORD OF APPROVAL OF THE FINAL DEVELOPMENT PLAN - PHASE 1 FOR THE SUPERIOR TOWN CENTER, EVIDENCED BY INSTRUMENT RECORDED MARCH 11, 2014 UNDER RECEPTION NO. 03369753 (SAID PLANS ARE NOT RECORDED).

29. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

SUPERIOR TOWN CENTER RECORDED APRIL 14, 2015, UNDER RECEPTION NO. 03439339.

30. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RECORD OF APPROVAL OF AN AMENDMENT TO THE PLANNED DEVELOPMENT PLAN/ZONE DISTRICT PLAN FOR THE SUPERIOR TOWN CENTER RECORDED MAY 20, 2015 UNDER RECEPTION NO. 3446671, AND THIRD AMENDMENT THERETO AS EVIDENCED IN RECORD OF APPROVAL RECORDED JUNE 22, 2016 UNDER RECEPTION NO. 03525749 (SAID PLANS ARE NOT RECORDED).

31. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENT AGREEMENT RECORDED MAY 20, 2015 UNDER RECEPTION NO. 03446672, AND FIRST AMENDMENT THERETO RECORDED NOVEMBER 16, 2016 UNDER RECEPTION NO. 03557513.

32. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENT AGREEMENT (FDP1-PHASEIII) RECORDED SEPTEMBER 01, 2016 UNDER RECEPTION NO. 03541132.

33. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENT AGREEMENT RECORDED OCTOBER 12, 2016 UNDER RECEPTION NO. 03550038.

34. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN FINAL DEVELOPMENT PLAN 1, PHASE 1, AMENDMENT #1 FOR PAVING AND LANDSCAPING SUPERIOR TOWN CENTER, AS EVIDENCED IN NOTICE RECORDED MAY 17, 2017 UNDER RECEPTION NO. 03592844. (SAID PLANS ARE NOT OF RECORD).

35. RECORD OF APPROVAL OF THE FINAL DEVELOPMENT PLAN NO. 3, BLOCK 1 DISCOVERY OFFICE PARK/SUPERIOR TOWN CENTER RECORDED APRIL 12, 2018 UNDER RECEPTION NO. 03650275, AND THE DEVELOPMENT PLAN THEREIN REFERENCED.

36. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BLOCK 1, DISCOVERY OFFICE PARK/SUPERIOR TOWN CENTER REPLAT NO. 3 RECORDED APRIL 12, 2018 UNDER RECEPTION NO. 03650274.

37. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN LOT 21 BLOCK 1 DISCOVERY OFFICE PARK PLANNED DEVELOPMENT AMENDMENT NO. 2 RECORDED JULY 11, 2024 UNDER RECEPTION NO. 4053384.

38. RECORD OF APPROVAL OF THE FINAL DEVELOPMENT PLAN NO. 4, LOT 21, BLOCK 1, DISCOVERY OFFICE PARK/SUPERIOR TOWN CENTER REPLAT NO. 3, RECORDED OCTOBER 14, 2025 UNDER RECEPTION NO. 04105547, AND THE DEVELOPMENT PLAN THEREIN REFERENCED.

39. Deed of Trust granted by Grantor for the benefit of Beneficiary, securing the Construction Loan.

40. Use Covenant and Regulatory Agreement for the benefit of the State of Colorado ("**CDOH**") in connection with HDG funding.

41. Deed of Trust granted by Grantor for the benefit of Beneficiary, securing the CDOH HDG Loan.

42. Use Covenant and Regulatory Agreement for the benefit of the State of Colorado in connection with CDBG-DR funding.

43. Deed of Trust granted by Grantor for the benefit of Beneficiary, securing the Town CBDG-DR Loan.

Encumbrances Recorded After this Deed of Trust:

1. Deed of Trust granted by Grantor for the benefit of Beneficiary, securing the Town CFBC Loan in the principal amount of approximately $500,000.

2. Deed of Trust granted by Grantor for the benefit of [Berkadia], as assigned to Federal Home Loan Mortgage Corporation, securing a permanent loan in the principal amount of approximately [$4.5] million.

Prepared by, and after recording
return to:

Cassin & Cassin LLP
711 Third Avenue, 20th Floor
New York, New York 10017
Attn: Recording Department

**SUBORDINATION AGREEMENT**

**GOVERNMENTAL ENTITY**

**(Revised 2-25-2025)**

Freddie Mac Loan Number: _____
Property Name: _____

**SUBORDINATION AGREEMENT**

**GOVERNMENTAL ENTITY**

**(Revised 2-25-2025)**

THIS SUBORDINATION AGREEMENT ("**Agreement**") is entered into this ___ day of _____, 20__, by and between (i) [**SELLER/SERVICER**], a _____ organized and existing under the laws of the [State] [Commonwealth] of _____ ("**Senior Lender**") and (ii) [**GOVERNMENTAL ENTITY**], a _____ organized and existing under the laws of the [State] [Commonwealth] of _____ ("**Subordinate Lender**").

**RECITALS**

A. [**NAME OF BORROWER**], a [limited partnership/limited liability company/corporation] organized under the laws of the [State] [Commonwealth] of _____ (**"Borrower"**) is the owner of certain land located in _____ County, [**STATE**], described in Exhibit A ("**Land**"). The Land is improved with a multifamily rental housing project ("**Improvements**").

B. Senior Lender has made or is making a loan to Borrower in the original principal amount of $ _____ ("**Senior Loan**") upon the terms and conditions of a Multifamily Loan and Security Agreement dated as of _____ between Senior Lender and Borrower ("**Senior Loan Agreement**") in connection with the Mortgaged Property. The Senior Loan is secured by a [**NAME OF SENIOR MORTGAGE**] dated as of the date of the Senior Loan Agreement ("**Senior Mortgage**") encumbering the Land, the Improvements and related personal and other property described and defined in the Senior Mortgage as the "**Mortgaged Property**."

C. Pursuant to a [**NAME OF SUBORDINATE LOAN AGREEMENT**] dated [as of] _____ between Subordinate Lender and Borrower ("**Subordinate Loan Agreement**"), Subordinate Lender has made or is making a loan to Borrower in the original principal amount of $_____ ("**Subordinate Loan**"). The Subordinate Loan is or will be secured by a [**NAME OF SUBORDINATE MORTGAGE**] dated [as of] _____ ("**Subordinate Mortgage**") encumbering all or a portion of the Mortgaged Property.

D. The Senior Mortgage [is] [will be] recorded in [**DESCRIBE APPLICABLE RECORDING OFFICE**] ("**Recording Office**") at [**INSERT RECORDING INFORMATION IF KNOWN**]. The Subordinate Mortgage [is] [will be] recorded in the

Recording Office at **[INSERT RECORDING INFORMATION IF KNOWN] [INCLUDE IF SUBORDINATE MORTGAGE IS NOT ALREADY OF RECORD:** following the recording of the Senior Mortgage**].**

E. The execution and delivery of this Agreement is a condition of Senior Lender's **[CHOOSE ONE:** making of the Senior Loan **OR** consenting to Subordinate Lender's making of the Subordinate Loan and Borrower's granting of the Subordinate Mortgage**]**.

**AGREEMENT**

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**1. Definitions.** The following terms, when used in this Agreement (including, as appropriate, when used in the above recitals), will have the following meanings:

The terms "**Condemnation**," "**Imposition Reserve Deposits**," "**Impositions**," "**Leases,**" "**Rents**" and "**Restoration**," as well as any term used in this Agreement and not otherwise defined in this Agreement, will have the meanings given to those terms in the Senior Loan Agreement.

"**Bankruptcy Proceeding**" means any bankruptcy, reorganization, insolvency, composition, restructuring, dissolution, liquidation, receivership, assignment for the benefit of creditors, or custodianship action or proceeding under any federal or state law with respect to Borrower, any guarantor of any of the Senior Indebtedness, any of their respective properties, or any of their respective partners, members, officers, directors, or shareholders.

"**Borrower**" means all persons or entities identified as "Borrower" in the first Recital of this Agreement, together with their successors and assigns, and any other person or entity who acquires title to the Mortgaged Property after the date of this Agreement; provided that the term "Borrower" will not include Senior Lender if Senior Lender acquires title to the Mortgaged Property.

"**Casualty**" means the occurrence of damage to or loss of all or any portion of the Mortgaged Property by fire or other casualty.

"**Enforcement Action**" means any of the following actions taken by or at the direction of Subordinate Lender: the acceleration of all or any part of the Subordinate Indebtedness, the advertising of or commencement of any foreclosure or trustee's sale proceedings, the exercise of any power of sale, the acceptance of a deed or assignment in lieu of foreclosure or sale, the collecting of Rents, the obtaining of or seeking of the appointment of a receiver, the seeking of default interest, the taking of possession or control of any of the Mortgaged Property, the commencement of any suit or other legal, administrative, or arbitration proceeding based upon the Subordinate Note or any other of the Subordinate Loan Documents, the exercising of any banker's lien or rights of set-off or recoupment, or the

exercise of any other remedial action against Borrower, any other party liable for any of the Subordinate Indebtedness or obligated under any of the Subordinate Loan Documents, or the Mortgaged Property.

"**Enforcement Action Notice**" means a Notice given from Subordinate Lender to Senior Lender following one or more Subordinate Mortgage Default(s) and the expiration of any applicable notice or cure periods, setting forth in reasonable detail the Subordinate Mortgage Default(s) and the Enforcement Actions proposed to be taken by Subordinate Lender.

"**Lien**" means any lien, encumbrance, estate or other interest, recorded against or secured by the Mortgaged Property.

"**Loss Proceeds**" means all monies received or to be received under any insurance policy, from any condemning authority, or from any other source, as a result of any Condemnation or Casualty.

"**Notice**" means all notices, requests, demands, consents, approvals or other communication pursuant to this Agreement provided in accordance with the provisions of Section 10.

"**Regulatory Agreement**" means the **[NAME OF REGULATORY AGREEMENT, DEED RESTRICTIONS, OR LAND USE RESTRICTIONS]** between Borrower and Subordinate Lender dated [as of] _____, _____ and [recorded] [to be recorded] [at] **[INSERT RECORDING INFORMATION IF AVAILABLE]** in the Recording Office of _____, County, **[NAME OF STATE OR COMMONWEALTH]**.

"**Senior Indebtedness**" means the "Indebtedness" as defined in the Senior Loan Agreement.

"**Senior Lender**" means the "Lender" as defined in the Senior Mortgage. When any other person or entity becomes the legal holder of the Senior Note, such other person or entity will automatically become Senior Lender.

"**Senior Loan Documents**" means the "Loan Documents" as defined in the Senior Loan Agreement, as such documents may be amended.

"**Senior Mortgage Default**" means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of Notice or the passage of time, or both, would constitute, an "Event of Default" as defined in the Senior Loan Agreement.

"**Senior Note**" means the promissory note or other evidence of the Senior Indebtedness and any replacement of the Senior Note.

"**Subordinate Indebtedness**" means all sums evidenced or secured or guaranteed by, or otherwise due and payable to Subordinate Lender pursuant to, the Subordinate Loan Documents.

"**Subordinate Lender**" means the person or entity named as such in the first paragraph of this Agreement and any other person or entity who becomes the legal holder of the Subordinate Note after the date of this Agreement.

"**Subordinate Loan Documents**" means the Subordinate Mortgage, the Subordinate Note, the Subordinate Loan Agreement, the Regulatory Agreement and all other documents at any time evidencing, securing, guaranteeing, or otherwise delivered in connection with the Subordinate Indebtedness, as such documents may be amended.

"**Subordinate Mortgage Default**" means any act, failure to act, event, condition, or occurrence which allows (but for any contrary provision of this Agreement), Subordinate Lender to take an Enforcement Action.

"**Subordinate Note**" means the promissory note or other evidence of the Subordinate Indebtedness and any replacement of the Subordinate Note.

**[PROVISION FOR SOFT DEBT]**

"**Surplus Cash**" means, with respect to any period, any revenues of Borrower remaining after paying, or setting aside funds for paying, all the following:

(a) All sums due or currently required to be paid under the Senior Loan Documents, including any reserves and Imposition Reserve Deposits.

(b) All reasonable operating expenses of the Mortgaged Property, including real estate taxes, insurance premiums, utilities, building maintenance, painting and repairs, management fees, payroll, administrative expenses, legal expenses and audit expenses (excluding any developer fees payable with respect to the Mortgaged Property).

**2. Subordinate Lender's Representations and Warranties.**

(a) Subordinate Lender represents and warrants that each of the following is true as of the date of this Agreement:

(i) Subordinate Lender is now the owner and holder of the Subordinate Loan Documents.

(ii) No Subordinate Mortgage Default has occurred and is continuing.

(iii) The current unpaid principal balance of the Subordinate Indebtedness is $_____.

(iv) No scheduled payments under the Subordinate Note have been prepaid.

(b) Without the prior written consent of Senior Lender, Subordinate Lender will not do any of the following:

(i) Pledge, assign, transfer, convey, or sell any interest in the Subordinate Indebtedness or any of the Subordinate Loan Documents.

(ii) Take any action which has the effect of increasing the Subordinate Indebtedness, except to cure a Senior Mortgage Default as contemplated under Section 5(a) of this Agreement.

(iii) Accept any prepayment of the Subordinate Indebtedness.

**3. Terms of Subordination.**

(a) Agreement to Subordinate. The Subordinate Indebtedness is and will at all times continue to be subject and subordinate in right of payment to the prior payment in full of the Senior Indebtedness. Each of the Subordinate Loan Documents is, and will at all times remain, subject and subordinate in all respects to the liens, terms, covenants, conditions, operations, and effects of each of the Senior Loan Documents.

(b) Subordination of Subrogation Rights. If Subordinate Lender, by indemnification, subrogation or otherwise, acquires any Lien on any of the Mortgaged Property, then that Lien will be fully subject and subordinate to the receipt by Senior Lender of payment in full of the Senior Indebtedness, and to the Senior Loan Documents, to the same extent as the Subordinate Indebtedness and the Subordinate Loan Documents are subordinate pursuant to this Agreement.

(c) Payments Before Senior Mortgage Default [; Soft Subordinate Debt]. Until the occurrence of a Senior Mortgage Default, Subordinate Lender will be entitled to retain for its own account all payments of the principal of and interest on the Subordinate Indebtedness pursuant to the Subordinate Loan Documents; provided that Subordinate Lender expressly agrees that it will not accept any such payment that is made more than 10 days in advance of its due date **[PROVISION FOR SOFT DEBT:** and provided further that Subordinate Lender will not accept any payment in an amount that exceeds 75% of then available Surplus Cash**]**.

(d) Payments After Senior Mortgage Default or Bankruptcy.

(i) Immediately upon Subordinate Lender's receipt of Notice or actual knowledge of a Senior Mortgage Default, Subordinate Lender will not accept any payments of the Subordinate Indebtedness, and the provisions of this Section 3(d) will apply.

(ii) If Subordinate Lender receives any of the following, whether voluntarily or by action of law, after a Senior Mortgage Default of which Subordinate Lender has actual knowledge (or is deemed to have actual knowledge as provided in Section 4(c)) or has been given Notice, such will be received and held in trust for Senior Lender:

(A) Any payment, property, or asset of any kind or in any form in connection with the Subordinate Indebtedness.

(B) Any proceeds from any Enforcement Action.

(C) Any payment, property, or asset in or in connection with any Bankruptcy Proceeding.

(iii) Subordinate Lender will promptly remit, in kind and properly endorsed as necessary, all such payments, properties, and assets described in Section 3(d)(ii) to Senior Lender. Senior Lender will apply any payment, asset, or property so received from Subordinate Lender to the Senior Indebtedness in such order, amount (with respect to any asset or property other than immediately available funds), and manner as Senior Lender determines in its sole and absolute discretion.

(e) Bankruptcy. Without the prior written consent of Senior Lender, Subordinate Lender will not commence, or join with any other creditor in commencing, any Bankruptcy Proceeding. In the event of a Bankruptcy Proceeding, Subordinate Lender will not vote affirmatively in favor of any plan of reorganization or liquidation unless Senior Lender has also voted affirmatively in favor of such plan.

**4. Default Under Subordinate Loan Documents.**

(a) Notice of Subordinate Mortgage Default and Cure Rights.

(i) Subordinate Lender will deliver to Senior Lender a copy of each Notice delivered by Subordinate Lender pursuant to the Subordinate Loan Documents within 5 Business Days of sending such Notice to Borrower. Neither giving nor failing to give a Notice to Senior Lender pursuant to this Section 4(a) will affect the validity of any Notice given by Subordinate Lender to Borrower.

(ii) For a period of 90 days following delivery to Senior Lender of an Enforcement Action Notice, Senior Lender will have the right, but not the obligation, to cure any Subordinate Mortgage Default. However, if such Subordinate Mortgage Default is a non-monetary default and is not capable of being cured within such 90-day period and Senior Lender has commenced and is diligently pursuing such cure to completion, Senior

Lender will have such additional period of time as may be required to cure such Subordinate Mortgage Default or until such time, if ever, as Senior Lender takes either of the following actions:

(A) Discontinues its pursuit of any cure.

(B) Delivers to Subordinate Lender Senior Lender's written consent to the Enforcement Action described in the Enforcement Action Notice.

(iii) Senior Lender will not be subrogated to the rights of Subordinate Lender under the Subordinate Loan Documents as a result of Senior Lender having cured any Subordinate Mortgage Default.

(iv) Subordinate Lender acknowledges that all amounts advanced or expended by Senior Lender in accordance with the Senior Loan Documents or to cure a Subordinate Mortgage Default will be added to and become a part of the Senior Indebtedness and will be secured by the lien of the Senior Mortgage.

(b) Subordinate Lender's Exercise of Remedies After Notice to Senior Lender.

(i) In the event of a Subordinate Mortgage Default, Subordinate Lender will not commence any Enforcement Action until 90 days after Subordinate Lender has delivered to Senior Lender an Enforcement Action Notice. During such 90-day period or such longer period as provided in Section 4(a), Subordinate Lender will be entitled to seek specific performance to enforce covenants and agreements of Borrower relating to income, rent, or affordability restrictions contained in the Regulatory Agreement, subject to Senior Lender's right to cure a Subordinate Mortgage Default set forth in Section 4(a).

(ii) Subordinate Lender may not commence any other Enforcement Action, including any foreclosure action under the Subordinate Loan Documents, until the earlier of:

(A) The expiration of such 90-day period or such longer period as provided in Section 4(a).

(B) The delivery by Senior Lender to Subordinate Lender of Senior Lender's written consent to such Enforcement Action by Subordinate Lender.

(iii) Subordinate Lender acknowledges that Senior Lender may grant or refuse consent to Subordinate Lender's Enforcement Action in Senior Lender's sole and absolute discretion. At the expiration of such 90-day period or such longer period as provided in Section 4(a) and, subject to Senior Lender's

right to cure set forth in Section 4(a), Subordinate Lender may commence any Enforcement Action.

(iv) Senior Lender may pursue all rights and remedies available to it under the Senior Loan Documents, at law, or in equity, regardless of any Enforcement Action Notice or Enforcement Action by Subordinate Lender. No action or failure to act on the part of Senior Lender in the event of a Subordinate Mortgage Default or commencement of an Enforcement Action will constitute a waiver on the part of Senior Lender of any provision of the Senior Loan Documents or this Agreement.

(c) Cross Default. Subordinate Lender acknowledges that a Subordinate Mortgage Default constitutes a Senior Mortgage Default. Accordingly, upon the occurrence of a Subordinate Mortgage Default, Subordinate Lender will be deemed to have actual knowledge of a Senior Mortgage Default. If Subordinate Lender notifies Senior Lender in writing that any Subordinate Mortgage Default of which Senior Lender has received Notice has been cured or waived, as determined by Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Mortgaged Property pursuant to its rights under the Senior Loan Documents, any Senior Mortgage Default under the Senior Loan Documents arising solely from such Subordinate Mortgage Default will be deemed cured, and the Senior Loan will be reinstated.

**5. Default Under Senior Loan Documents.**

(a) Notice of Senior Mortgage Default and Cure Rights.

(i) Senior Lender will deliver to Subordinate Lender a copy of any Notice sent by Senior Lender to Borrower of a Senior Mortgage Default within 5 Business Days of sending such Notice to Borrower. Failure of Senior Lender to send Notice to Subordinate Lender will not prevent the exercise of Senior Lender's rights and remedies under the Senior Loan Documents.

(ii) Subordinate Lender will have the right, but not the obligation, to cure any monetary Senior Mortgage Default within 30 days following the date of such Notice. During such 30-day period Senior Lender will be entitled to continue to pursue its remedies under the Senior Loan Documents.

(iii) Subordinate Lender may, within 90 days after the date of the Notice, cure a non-monetary Senior Mortgage Default if during such 90-day period, Subordinate Lender keeps current all payments required under the Senior Loan Documents. If such a non-monetary Senior Mortgage Default creates an unacceptable level of risk relative to the Mortgaged Property, or Senior Lender's secured position relative to the Mortgaged Property, as determined by Senior Lender in its sole discretion, then during such 90-day period Senior Lender may exercise all available rights and remedies to protect and preserve

the Mortgaged Property and the Rents, revenues and other proceeds from the Mortgaged Property.

(iv) All amounts paid by Subordinate Lender to Senior Lender to cure a Senior Mortgage Default will be deemed to have been advanced by Subordinate Lender pursuant to, and will be secured by the lien of, the Subordinate Mortgage. Notwithstanding anything in this Section 5(a) to the contrary, Subordinate Lender's right to cure any Senior Mortgage Default will terminate immediately upon the occurrence of any Bankruptcy Proceeding.

(b) Release of Mortgaged Property.

(i) Subordinate Lender consents to and authorizes any future release by Senior Lender of all or any portion of the Mortgaged Property from the lien, operation, and effect of the Senior Loan Documents. Subordinate Lender waives to the fullest extent permitted by law, all equitable or other rights it may have in connection with the release of all or any portion of the Mortgaged Property, including any right to require Senior Lender to do any of the following:

(A) To conduct a separate sale of any portion of the Mortgaged Property.

(B) To exhaust its remedies against all or any portion of the Mortgaged Property or any combination of portions of the Mortgaged Property or any other collateral for the Senior Indebtedness.

(C) To proceed against Borrower, any other party that may be liable for any of the Senior Indebtedness (including any general partner of Borrower if Borrower is a partnership), all or any portion of the Mortgaged Property or combination of portions of the Mortgaged Property or any other collateral, before proceeding against all or such portions or combination of portions of the Mortgaged Property as Senior Lender determines. **[ADD FOR CALIFORNIA TRANSACTIONS:** Subordinate Lender waives to the fullest extent permitted by law any and all benefits under California Civil Code Sections 2845, 2849 and 2850.**]**

(ii) Subordinate Lender consents to and authorizes, at the option of Senior Lender, the sale, either separately or together, of all or any portion of the Mortgaged Property. Subordinate Lender acknowledges that without Notice to Subordinate Lender and without affecting any of the provisions of this Agreement, Senior Lender may do any of the following:

(A) Extend the time for or waive any payment or performance under the Senior Loan Documents.

(B) Modify or amend in any respect any provision of the Senior Loan Documents.

(C) Modify, exchange, surrender, release, and otherwise deal with any additional collateral for the Senior Indebtedness.

(c) Termination Upon Foreclosure. The lien of the Subordinate Loan Documents will automatically terminate upon the acquisition by Senior Lender or by a third-party purchaser of title to the Mortgaged Property pursuant to a foreclosure of, deed in lieu of foreclosure, or trustee's sale or other exercise of a power of sale or similar disposition under the Senior Mortgage.

**6. Conflicts.** If there is any conflict or inconsistency between the terms of the Subordinate Loan Documents and the terms of this Agreement, then the terms of this Agreement will control. Borrower acknowledges that the terms and provisions of this Agreement will not, and will not be deemed to do any of the following:

(a) Extend Borrower's time to cure any Senior Mortgage Default or Subordinate Mortgage Default.

(b) Give Borrower the right to receive notice of any Senior Mortgage Default or Subordinate Mortgage Default, other than that, if any, provided, respectively under the Senior Loan Documents or the Subordinate Loan Documents.

(c) Create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

**7. Rights and Obligations of Subordinate Lender Under the Subordinate Loan Documents and of Senior Lender under the Senior Loan Documents.**

(a) Insurance.

(i) All requirements pertaining to insurance under the Subordinate Loan Documents (including requirements relating to amounts and types of coverages, deductibles and special endorsements) will be deemed satisfied if Borrower complies with the insurance requirements under the Senior Loan Documents and of Senior Lender.

(ii) All original policies of insurance required pursuant to the Senior Loan Documents will be held by Senior Lender.

(iii) Nothing in this Section 7(a) will preclude Subordinate Lender from requiring that it be named as a mortgagee and loss payee, as its interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Mortgaged Property, provided such action does not affect the priority of payment of Loss Proceeds, or that Subordinate

Lender be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Mortgaged Property.

(b) Condemnation or Casualty.

In the event of a Condemnation or a Casualty, the following provisions will apply:

(i) The rights of Subordinate Lender (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Condemnation or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Condemnation or a Casualty, will be and remain subordinate in all respects to Senior Lender's rights under the Senior Loan Documents, and Subordinate Lender will be bound by any settlement or adjustment of a claim resulting from a Condemnation or a Casualty made by Senior Lender.

(ii) All Loss Proceeds will be applied either to payment of the costs and expenses of Restoration or to payment on account of the Senior Indebtedness, as and in the manner determined by Senior Lender in its sole discretion; provided however, Senior Lender agrees to consult with Subordinate Lender in determining the application of Casualty proceeds. In the event of any disagreement between Senior Lender and Subordinate Lender over the application of Casualty proceeds, the decision of Senior Lender, in its sole discretion, will prevail.

(iii) If Senior Lender holds Loss Proceeds, or monitors the disbursement of Loss Proceeds, Subordinate Lender will not do so. Nothing contained in this Agreement will be deemed to require Senior Lender to act for or on behalf of Subordinate Lender in connection with any Restoration or to hold or monitor any Loss Proceeds in trust for or otherwise on behalf of Subordinate Lender, and all or any Loss Proceeds may be commingled with any funds of Senior Lender.

(iv) If Senior Lender elects to apply Loss Proceeds to payment on account of the Senior Indebtedness, and if the application of such Loss Proceeds results in the payment in full of the entire Senior Indebtedness, any remaining Loss Proceeds held by Senior Lender will be paid to Subordinate Lender unless another party has asserted a claim to the remaining Loss Proceeds.

(c) Modification of Subordinate Loan Documents. Subordinate Lender agrees that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of Senior Lender, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon

Senior Lender under the Senior Loan Documents. If Subordinate Lender either (i) amends the Subordinate Loan Documents in the manner set forth above or (ii) assigns the Subordinate Loan without Senior Lender's consent, then such amendment or assignment will be void ab initio and of no effect whatsoever.

(d) Modification of Senior Loan Documents. Senior Lender may amend, waive, postpone, extend, renew, replace, reduce or otherwise modify any provisions of the Senior Loan Documents without the necessity of obtaining the consent of or providing Notice to Subordinate Lender, and without affecting any of the provisions of this Agreement. Notwithstanding the foregoing, Senior Lender may not modify any provision of the Senior Loan Documents that increases the Senior Indebtedness, except for increases in the Senior Indebtedness that result from advances made by Senior Lender to protect the security or lien priority of Senior Lender under the Senior Loan Documents or to cure defaults under the Subordinate Loan Documents.

(e) Commercial or Retail Leases. If requested, Subordinate Lender will enter into attornment and non-disturbance agreements with all tenants under commercial or retail Leases, if any, to whom Senior Lender has granted attornment and non-disturbance, on the same terms and conditions given by Senior Lender.

(f) Consent Rights. Whenever the Subordinate Loan Documents give Subordinate Lender approval or consent rights with respect to any matter, and a right of approval or consent for the same or substantially the same matter is also granted to Senior Lender pursuant to the Senior Loan Documents or otherwise, Senior Lender's approval or consent or failure to approve or consent will be binding on Subordinate Lender. None of the other provisions of Section 7 are intended to be in any way in limitation of the provisions of this Section 7(f).

(g) Escrows. Except as provided in this Section 7(g), and regardless of any contrary provision in the Subordinate Loan Documents, Subordinate Lender will not collect any escrows for any cost or expense related to the Mortgaged Property or for any portion of the Subordinate Indebtedness. However, if Senior Lender is not collecting escrow payments for one or more Impositions, Subordinate Lender may collect escrow payments for such Impositions; provided that all payments so collected by Subordinate Lender will be held in trust by Subordinate Lender to be applied only to the payment of such Impositions.

(h) Certification. Within 10 days after request by Senior Lender, Subordinate Lender will furnish Senior Lender with a statement, duly acknowledged and certified setting forth the then-current amount and terms of the Subordinate Indebtedness, confirming that there exists no default under the Subordinate Loan Documents (or describing any default that does exist), and certifying to such other information with respect to the Subordinate Indebtedness as Senior Lender may request.

**8. Refinancing.** Subordinate Lender agrees that its agreement to subordinate under this Agreement will extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Indebtedness (including reasonable and necessary costs associated with the closing and/or the refinancing, and any reasonable increase in proceeds for rehabilitation in the context of a preservation transaction). All terms and covenants of this Agreement will inure to the benefit of any holder of any such refinanced debt, and all references to the Senior Loan Documents and Senior Lender will mean, respectively, the refinance loan documents and the holder of such refinanced debt.

**9. Governmental Powers.** Nothing in this Agreement is intended, nor will it be construed, to in any way limit the exercise by Subordinate Lender of its governmental powers (including police, regulatory and taxing powers) with respect to Borrower or the Mortgaged Property to the same extent as if it were not a party to this Agreement or the transactions contemplated by this Agreement.

**10. Notices.**

(a) Any Notice required or permitted to be given pursuant to this Agreement will be in writing and will be deemed to have been duly and sufficiently given if (i) personally delivered with proof of delivery (any Notice so delivered will be deemed to have been received at the time so delivered), or (ii) sent by a national overnight courier service (such as FedEx) designating earliest available delivery (any Notice so delivered will be deemed to have been received on the next Business Day following receipt by the courier), or (iii) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any Notice so sent will be deemed to have been received on the date of delivery as confirmed by the return receipt), addressed to the respective parties as follows:

Notices intended for Senior Lender will be addressed to:

[Name]
[Address]
Attention:

Notices intended for Subordinate Lender will be addressed to:

[Name]
[Address]
Attention:

(b) Any party, by Notice given pursuant to this Section 10, may change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses, for its Notices, but Notice of a change of address will only be effective upon receipt. Neither party will refuse or reject delivery of any Notice given in accordance with this Section 10.

**11. Reserved.**

**12. Miscellaneous Provisions.**

(a) Assignments/Successors. This Agreement will be binding upon and will inure to the benefit of the respective legal successors and permitted assigns of the parties to this Agreement. Without prior notice to or the consent of the Subordinate Lender or the Borrower, the Senior Lender may freely transfer or assign the Senior Loan and the Senior Loan Documents, including this Agreement, in whole or in part, and the Subordinate Lender acknowledges and agrees that any future legal holder of the Senior Note will automatically be a legal successor and permitted assignee of Senior Lender hereunder, without the necessity of any further action or instrument. No other party will be entitled to any benefits under this Agreement, whether as a third-party beneficiary or otherwise.

(b) No Partnership or Joint Venture. Nothing in this Agreement or in any of the Senior Loan Documents or Subordinate Loan Documents will be deemed to constitute Senior Lender as a joint venturer or partner of Subordinate Lender.

(c) Further Assurances. Upon Notice from Senior Lender, Subordinate Lender will execute and deliver such additional instruments and documents, and will take such actions, as are required by Senior Lender to further evidence or implement the provisions and intent of this Agreement.

(d) Amendment. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument signed by the parties to this Agreement or their successors or assigns.

(e) Governing Law. This Agreement will be governed by the laws of the State in which the Land is located.

(f) Severable Provisions. If any one or more of the provisions contained in this Agreement, or any application of any such provisions, is invalid, illegal, or unenforceable in any respect, the validity, legality, enforceability, and application of the remaining provisions contained in this Agreement will not in any way be affected or impaired.

(g) Term. The term of this Agreement will commence on the date of this Agreement and will continue until the earliest to occur of the following events:

(i) The payment of all the Senior Indebtedness; provided that this Agreement will be reinstated in the event any payment on account of the Senior Indebtedness is avoided, set aside, rescinded or repaid by Senior Lender.

(ii) The payment of all the Subordinate Indebtedness other than by reason of payments which Subordinate Lender is obligated to remit to Senior Lender pursuant to this Agreement.

(iii) The acquisition by Senior Lender or by a third-party purchaser of title to the Mortgaged Property pursuant to a foreclosure of, deed in lieu of foreclosure, or trustee's sale or other exercise of a power of sale or similar disposition under the Senior Mortgage.

(iv) With the prior written consent of Senior Lender, without limiting the provisions of Section 4(b)(iv), the acquisition by Subordinate Lender of title to the Mortgaged Property subject to the Senior Mortgage pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale under) the Subordinate Mortgage.

(h) Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

(i) Entire Agreement. This Agreement represents the entire understanding and agreement between the parties regarding the matters addressed in this Agreement, and will supersede and cancel any prior agreements regarding such matters.

(j) Authority. Each person executing this Agreement on behalf of a party to this Agreement represents and warrants that such person is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations under this Agreement.

(k) No Waiver. No failure or delay on the part of any party to this Agreement in exercising any right, power, or remedy under this Agreement will operate as a waiver of such right, power, or remedy, nor will any single or partial exercise of any such right, power or remedy preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power or remedy under this Agreement.

(l) Remedies. Each party to this Agreement acknowledges that if any party fails to comply with its obligations under this Agreement, the other parties will have all rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief.

**13. Attached Riders.** The following Riders are attached to this Agreement:
**[LIST EACH RIDER ATTACHED OR STATE "NONE"; INSERT ANY RIDER AFTER THE SIGNATURE PAGE AND PRIOR TO EXHIBIT A]**

**14. Attached Exhibits.** The following Exhibits, if marked with an "X" in the space provided, are attached to this Agreement:

|X| Exhibit A Description of the Land (required)
|__| Exhibit B Ground Lease Description (if applicable)

**[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]**

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

**SENIOR LENDER:**

**[SELLER/SERVICER]**

By:_____
Name:
Title:

[Notary Block for recordation]

**SUBORDINATE LENDER:**

**[GOVERNMENTAL ENTITY]**

By:_____(SEAL)
Name:
Title:

[Notary Block for recordation]

## CONSENT OF BORROWER

Borrower acknowledges receipt of a copy of this Subordination Agreement, dated _____, 20__, by and between **[NAME OF SELLER/SERVICER] and [NAME OF GOVERNMENTAL ENTITY]** and consents to the agreement of the parties set forth in this Agreement.

**[NAME OF BORROWER]**

By: _____

Name: _____

Title: _____

Date: _____

[Notary Block for recordation]

**EXHIBIT A**

LEGAL DESCRIPTION

Docusign Envelope ID: E86BBE1D-EB74-4740-BE8E-AF38F28438DE

**Housing Department**

P.O. Box 471, Boulder, Colorado 80306
www.bouldercountyhousing.org

January 8, 2026

Town of Superior
Matt Magley, Town Manager for the Town of Superior
124 E. Coal Creek Drive
Superior, CO 80027

RE: 2026 Affordable Housing Grant Program Funding

Dear Matt Magley,

We are pleased to inform you that the Board of County Commissioners has authorized a 2026 Affordable Housing Grant Program funding award of $1,000,000 to the Town of Superior to be used for Kite Route Crossing, as more specifically described in your application.

This award is subject to (a) the County's receipt of sufficient Affordable and Attainable sales-tax revenue in 2026, which is anticipated but not certain, (b) your agency's execution of the County's Affordable Housing Grant Program Funding Agreement and related documentation, and (c) upon County's request, evidence demonstrating to the County's sole satisfaction that the project satisfies the Affordable Housing Grant Program criteria.

Sincerely,

Susana Lopez-Baker

Susana Lopez-Baker,
Director, Boulder County Housing Department

**Claire Levy**
*County Commissioner*

**Marta Loachamin**
*County Commissioner*

**Ashley Stolzmann**
*County Commissioner*

COLORADO
Department of Local Affairs
Division of Local Government

January 22, 2026

Mark Lacis, Mayor, Town of Superior
124 E Coal Creek Dr
Superior, CO 80027

RE: CDBG-DR Housing New Construction Program (DR-HSG-001) Award – $1,100,000

Dear Mayor Lacis:

Congratulations! After a thorough review, the Colorado Department of Local Affairs (DOLA) is pleased to offer the Town of Superior a grant award in the amount of $1,100,000 in Community Development Block Grant – Disaster Recovery (CDBG-DR) funds to support the CDBG-DR Housing New Construction Program (DR-HSG-001). This program addresses impacts from the Marshall Fire and Straight Line Wind Event that occurred on December 30, 2021, and will support the development of new housing serving low- and moderate-income senior housing.

Per program guidelines, this award offer is valid for one year from the date of this letter. Expenditures incurred prior to the full execution of a contract cannot be included in the contract budget and are not eligible for reimbursement.

The Town of Superior's application was reviewed based on established evaluation criteria, including project readiness and feasibility, capacity and experience, the proposed scope of work, long-term and lasting impact, and consistency with disaster recovery and affordable housing objectives.

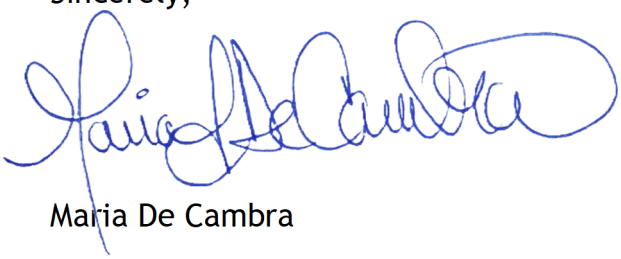
DOLA is available to provide technical assistance throughout the implementation of this program and associated activities under DR-HSG-001. We appreciate your partnership and

look forward to sharing the outcomes of this work with other local governments, the Governor's Office, and the Colorado General Assembly.

Please contact Will Cundiff at Will.Cundiff@state.co.us or 303.864.8477 with any questions or for assistance as you move forward. DOLA will work to execute a contract for this award as expeditiously as possible.

We wish you success with this important housing initiative and thank you for your continued efforts to support disaster recovery in Colorado communities.

Sincerely,



Maria De Cambra
Executive Director

cc: Allison James, Town of Superior
Renae Stavros, Town of Superior
Chris La May, DOLA Regional Manager
Eric Bergman, DOLA DLG Director
Dave Bowman, DOLA DLG Deputy Director
Audrey Field, DLG Financial Assistance Manager

## Item Number:3.g.

**Information for Meeting of the Superior Town Council**

| | |
|---|---|
| **Agenda Item Name:** | BCHA Resolution for Kite Route Crossing |
| **Meeting Date:** | February 9, 2026 |
| **Presented By:** | Renae Stavros, Planning and Building Director |
| **Presented For:** | Approval |

**Background:**
Kite Route Crossing LLC intends to construct a senior (persons aged 55+) affordable development on the northernmost lot in Discovery Office Park facing Old Rail Way (Lot 21, Block 1). In April 2024, the Town Council approved the Planned Development (PD) Amendment, and in September 2025, the Town Council approved the Final Development Plan for the site. The Kite Route Crossing development leverages local, state, and federal resources to develop the project, which will include federal low-income housing tax credits, state affordable housing tax credits, federal Community Development Block Grants, and fee waivers from the Town of Superior.

The proposed Resolution is necessary for the Boulder County Housing Authority (BCHA) to operate within the municipal boundaries of the Town of Superior. BCHA's role is as a Special Limited Partner in the ownership entity, which, coupled with the developers' affordability restrictions, allows the property to be property tax exempt per state statute.

**Recommendation:**
Approval of a Resolution authorizing the inclusion of the Town within the boundaries of the Boulder County Housing Authority for the purpose of authorizing the Boulder County Housing Authority to act as the housing authority for the Kite Route Crossing Senior Affordable Housing Project.

**Budget Implications:**
None

**Motion:**
Approval of a Resolution of the Town Council of the Town of Superior authorizing the inclusion of the Town within the boundaries of the Boulder County Housing Authority for the purpose of

authorizing the Boulder County Housing Authority to act as the housing authority for the Kite Route Crossing Senior Affordable Housing Project.

**Attachments:**

1. BCHA Inclusion Authorization only-R020326

**Town of Superior**
**Resolution Number R-14**
**Series 2026**

**A Resolution of the Town Council of the Town of Superior authorizing the inclusion of the Town within the boundaries of the Boulder County Housing Authority for the purpose of authorizing the Boulder County Housing Authority to act as the housing authority for the Kite Route Crossing Senior Affordable Housing Project**

**Whereas**, Kite Route Crossing LLC intends to develop an affordable senior housing project in the Town (the "Project");

**Whereas**, the Town does not have an affordable housing authority;

**Whereas**, the Town desires to allow the Boulder County Housing Authority (the "BCHA") to take all actions necessary to act as the housing authority for the Project; and

**Whereas**, the Town desires be included within the boundaries of the BCHA for this purpose.

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

**Section 1.** Pursuant to C.R.S. § 29-4-508, the Town Council hereby authorizes the inclusion of the Town within the boundaries of the BCHA for the purpose of authorizing the BCHA to act as the housing authority for the Project.

**Adopted this __ day of _____, 2026.**

_____

Mark Lacis, Mayor

**Attest:**

_____

Shannon Dujardin, Town Clerk

# Summary of Measured Noise Levels

**in the**

# Town of Superior, Colorado

**due to**

# Rocky Mountain Metropolitan Airport Operations

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## December 2025



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**Prepared by:**


**Hankard Environmental, Inc.**

**Colorado, Wisconsin**


HANKARD ENVIRONMENTAL
ACOUSTICS AND VIBRATION CONSULTING

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# Monthly Summary – December 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 December 2025. Additional information regarding the measurements follows.

- Over the entire month, a total of 4,930 aircraft operations[1] occurred within 1.25 miles of the measurement location (the distance within which aircraft are audible).
- Of these, 2,086 were touch and go (T&G) operations (42%).
- Over the entire month, aircraft operations were clearly noticeable (aircraft noise measured at approximately 5 dBA above the ambient sound level) for 2,991 minutes (50 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 1,573 minutes (26 hours), which is a 47% reduction.
- The following summarizes the December 2025 noise survey results at the Water Bladder.

**Table 1 - Summary of Daytime Measured Noise Levels and Aircraft Operations, December 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 | 4,930 | --- | 2,991 | 1,510 | 203 |
| | Daily average | 159 | 15 | 111 | 56 | 8 |
| Touch and Go Removed | Total for month | 3,248 | --- | 1,573 | 851 | 138 |
| | Daily average | 105 | 14 | 58 | 32 | 5 |

- Figure 1 shows the flight paths on December 26, 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. Note there were higher than usual ambient noise levels on many days this month (including December 26) due to water bladder pumping operations. 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), 89 minutes.
  - 10 dBA (significant increase), 35 minutes.
  - 20 dBA (much louder), 6 minutes.
- Table 2 shows the hourly average noise levels and operation counts for this day.
- Figure 3 shows an example hour for this day.
- Figure 4 shows the flight paths for the entire month of December 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.

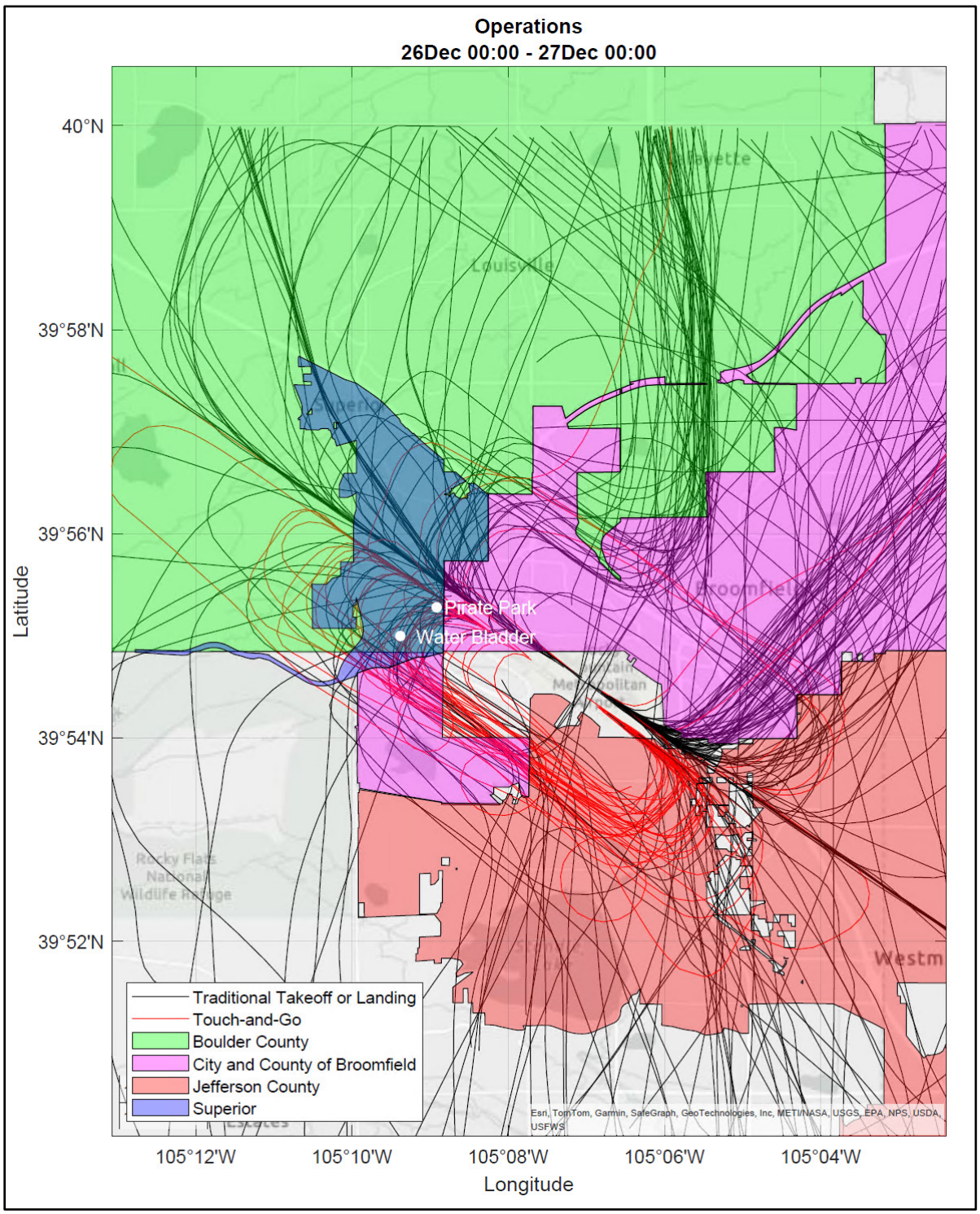



**Figure 1 – Flight Paths on Median Day in December 2025 (255 Operations; 42 T&G)**

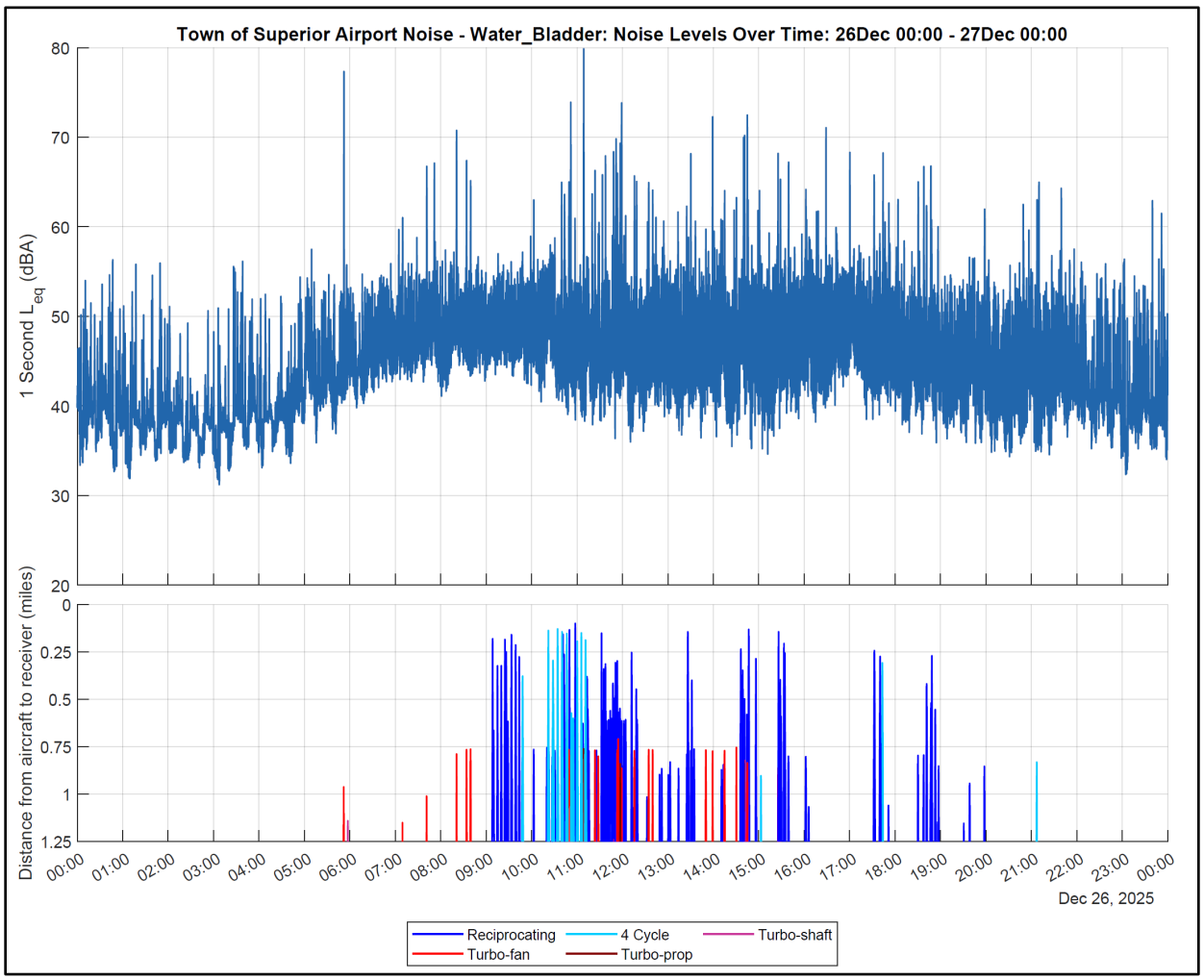



**Figure 2 – Noise Levels and Aircraft Operations on Median Day (Water Bladder)**

**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) | 49 | 50 | 49 | 51 | 56 | 49 | 50 | 51 | 50 | 50 | 50 | 50 | 46 | 46 | 47 |
| Number of Operations | 4 | 8 | 23 | 27 | 49 | 29 | 22 | 32 | 19 | 9 | 6 | 11 | 5 | 5 | 2 |

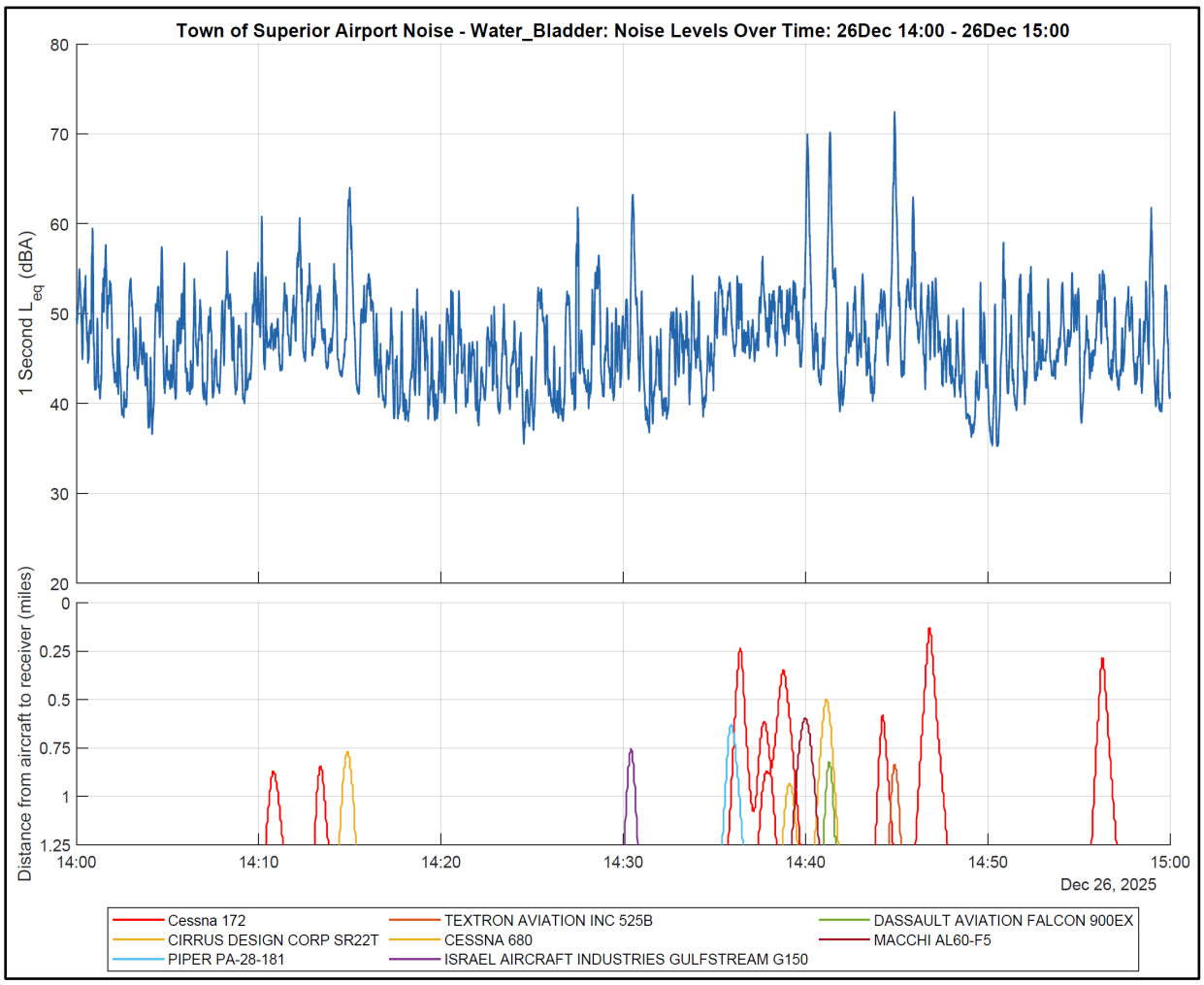



**Figure 3 – Noise Levels and Aircraft Operations during an Example Hour on Median Day (Water Bladder)**

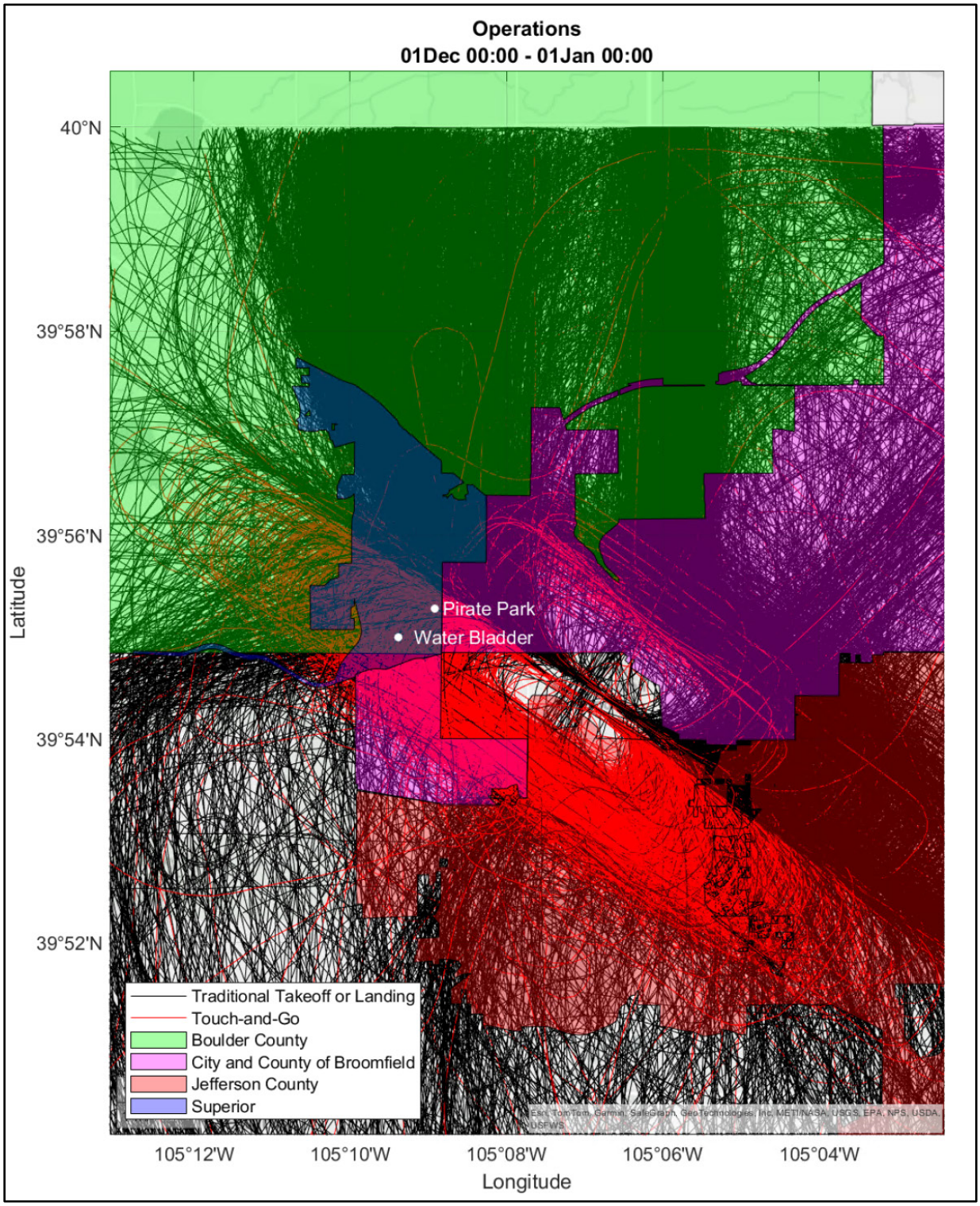



**Figure 4 – All Flight Paths in December 2025 (9,270 Operations; 2,319 T&G)**

# Monthly Summary – December 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 December 2025. Additional information regarding the measurements follows.

- Over the entire month, a total of 5,508 aircraft operations[2] occurred within 1.25 miles of the measurement location (the distance within which aircraft are audible).
- Of these, 2,145 were touch and go (T&G) operations (39%).
- Over the entire month, aircraft operations were clearly noticeable (aircraft noise measured at approximately 5 dBA above the ambient sound level) for 4,413 minutes (74 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 2,732 minutes (46 hours), which is a 38% reduction.
- The following summarizes the December 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, December 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 | 5,508 | --- | 4,413 | 3,333 | 991 |
| | Daily average | 178 | 21 | 170 | 128 | 38 |
| Touch and Go Removed | Total for month | 3,803 | --- | 2,732 | 2,067 | 545 |
| | Daily average | 123 | 18 | 105 | 79 | 21 |

- Figure 5 shows the measured noise levels and concurrent aircraft activity for December 26, 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), 101 minutes.
  - 10 dBA (significant increase), 62 minutes.
  - 20 dBA (much louder), 12 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 (35 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.

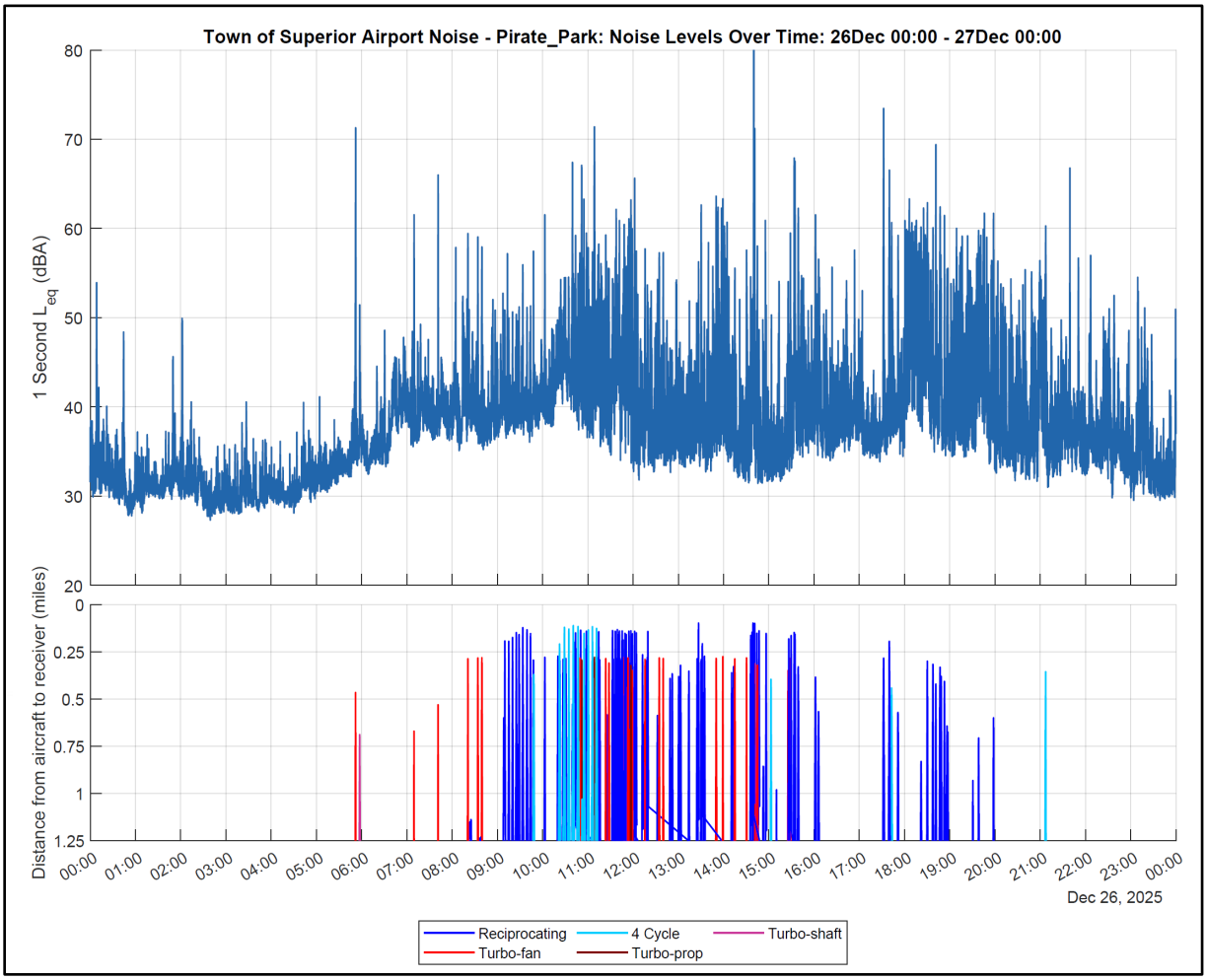



**Figure 5 – Noise Levels and Aircraft Operations on Median Day (Pirate Park)**

**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)** | 43 | 43 | 42 | 48 | 51 | 44 | 45 | 51 | 46 | 43 | 50 | 52 | 47 | 42 | 43 |
| **Number of Operations** | 4 | 8 | 23 | 27 | 49 | 29 | 22 | 32 | 19 | 9 | 6 | 11 | 5 | 5 | 2 |

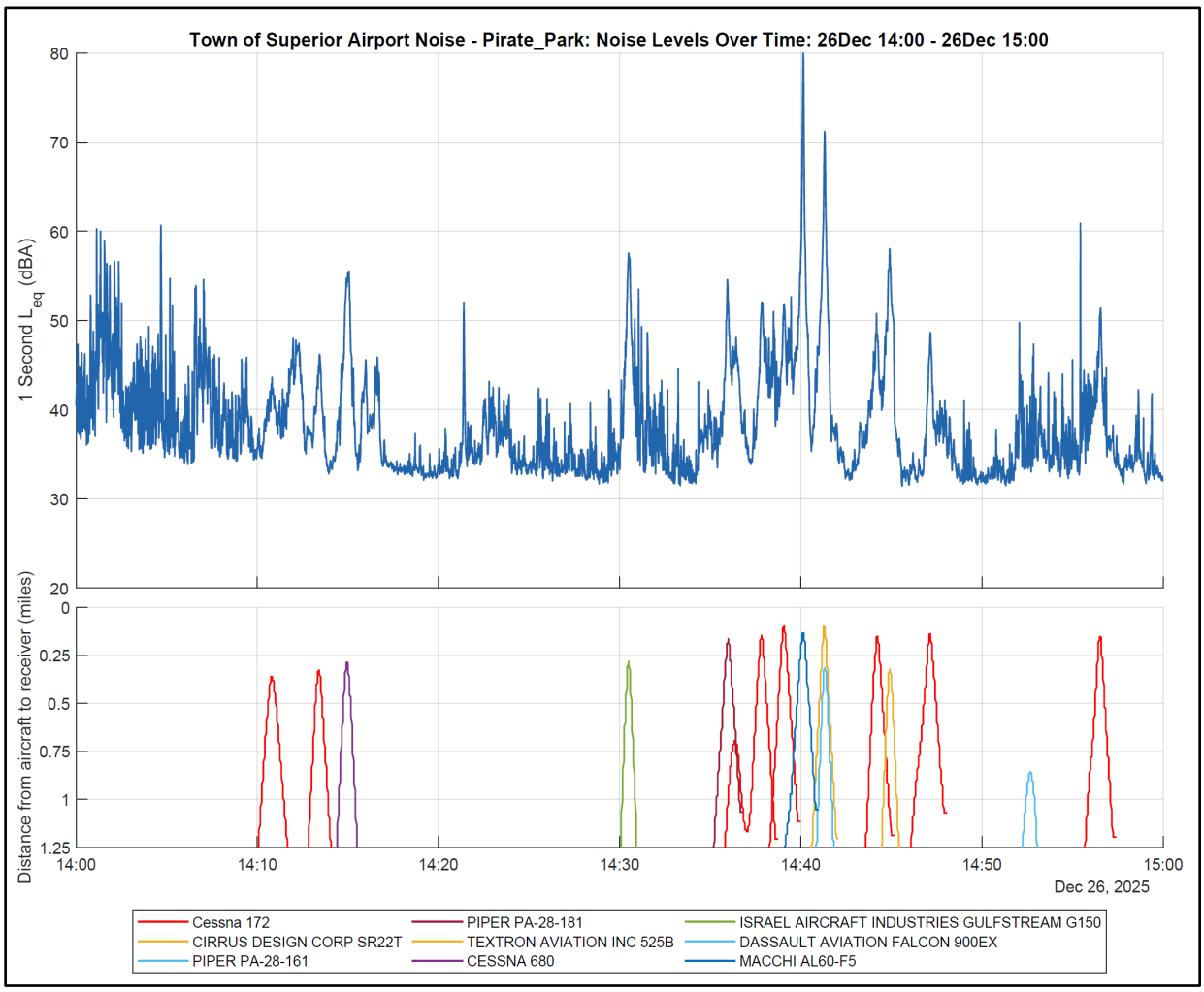



**Figure 6 – Noise Levels and Aircraft Operations during an Example Hour on Median Day (Pirate Park)**

# 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 December 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).

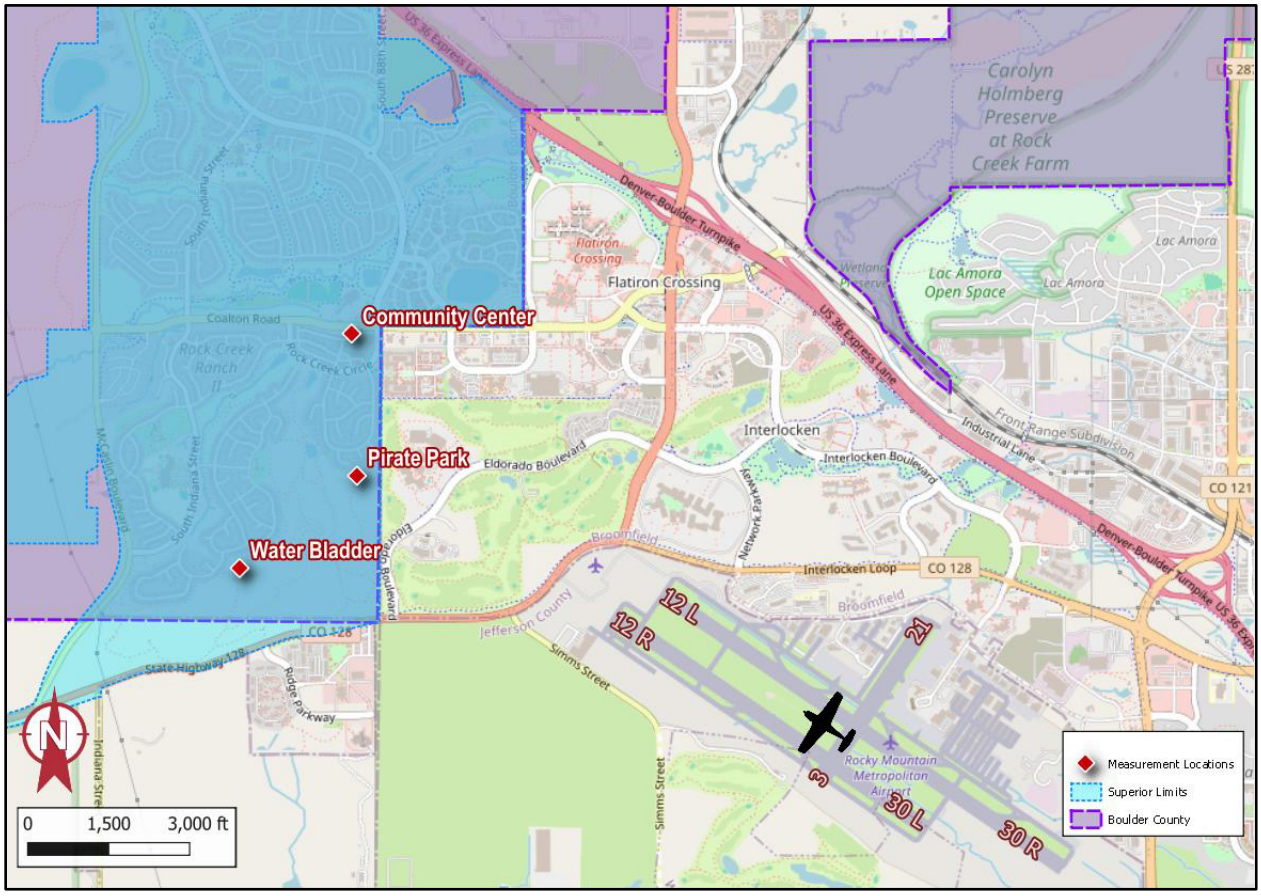



**Figure 1-1. Measurement Locations and Airport**

# 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 December 10, 2025 and the drift in the measured noise level was well within tolerance (Water Bladder +0.00 dB, Pirate Park -0.14 dB, and Community Center +0.16 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 December 2025. A total of 744 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 a Cessna 172 (shown in blue) and a Piper PA-28-181 (show in purple) 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. A Cessna 172 (shown in yellow) and a Pilatus PC-12/45 (shown in red) perform a traditional takeoff or landing. Note the ambient sound level, the level occurring with no aircraft present, is approximately 38 dBA during this example hour. With aircraft present, levels are as high as 75 dBA, which is a 37 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 35 dBA is rarely reached because there was very little time when aircraft noise was not audible.

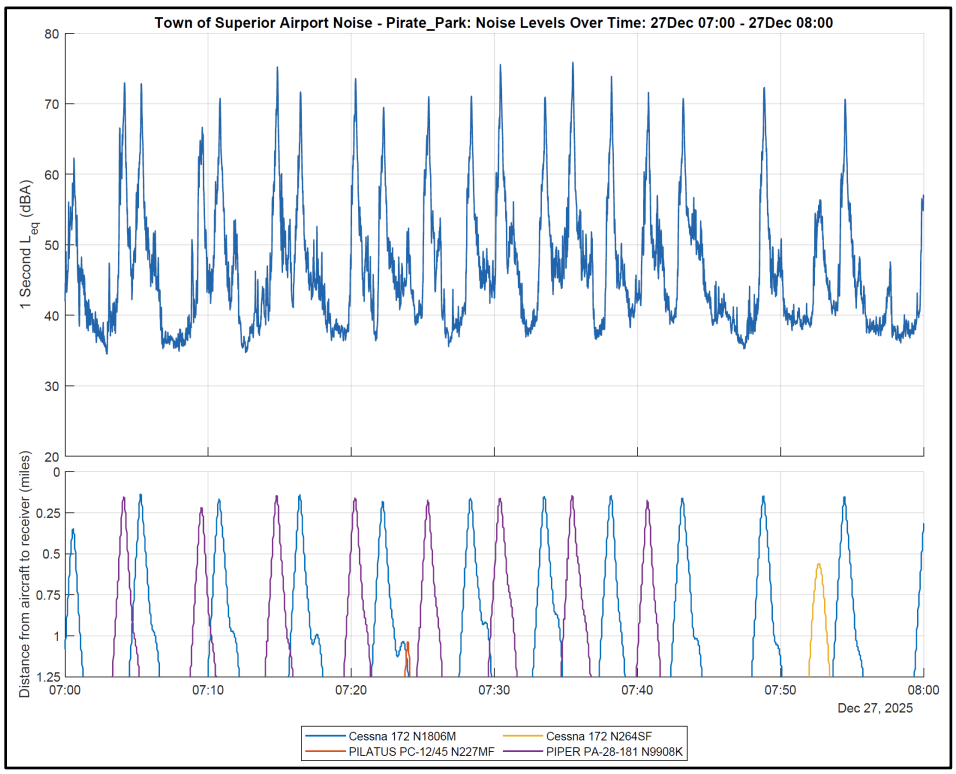



**Figure 2-1. Example Time Plot of Measured Noise Levels - Touch and Go Operations**

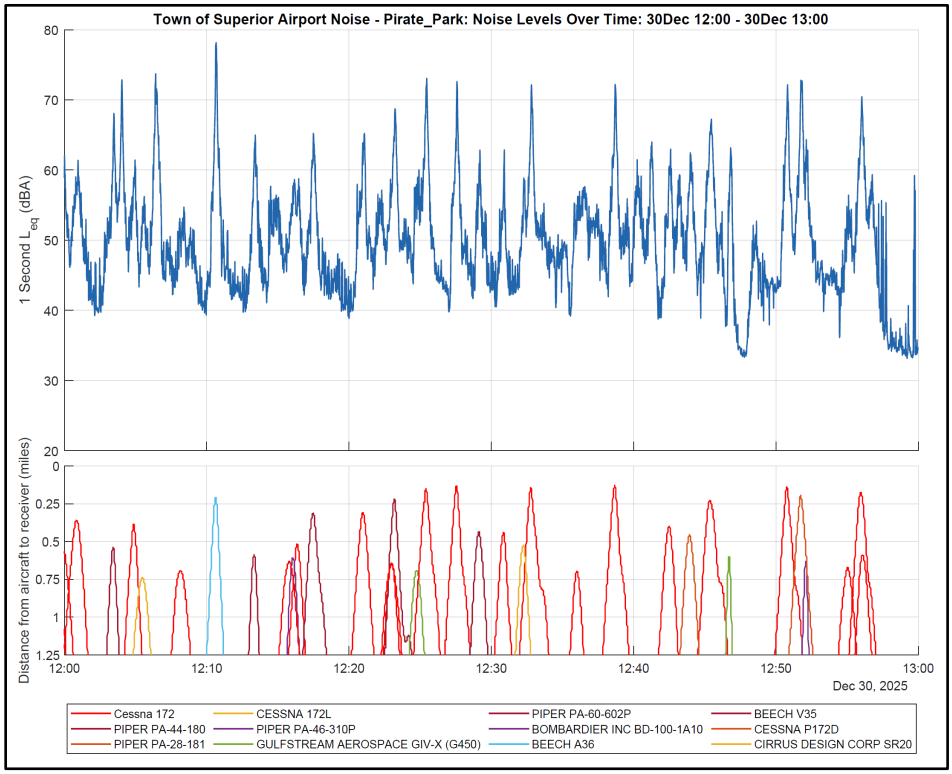



**Figure 2-2. Example Time Plot During an Hour with Frequent Aircraft Operations**

# 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 | Takeoff |
| **Previous sample was not on the ground** | Landing | Flyover |

Additionally, T&G operations were further classified as initial (the initial takeoff) 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 $90^{th}$ 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 Type[3]**

| Day | Operation Type | | | Total Operations | Percentage T&G | Total Number of Unique Aircraft |
|---|---|---|---|---|---|---|
| | T&G | Takeoff | Landing | | | |
| 1-Dec-25 | 198 | 181 | 184 | 563 | 35% | 135 |
| 2-Dec-25 | 150 | 202 | 190 | 542 | 28% | 129 |
| 3-Dec-25 | 0 | 21 | 19 | 40 | 0% | 25 |
| 4-Dec-25 | 14 | 116 | 119 | 249 | 6% | 94 |
| 5-Dec-25 | 119 | 174 | 161 | 454 | 26% | 128 |
| 6-Dec-25 | 64 | 32 | 41 | 137 | 47% | 49 |
| 7-Dec-25 | 136 | 119 | 126 | 381 | 36% | 108 |
| 8-Dec-25 | 59 | 103 | 92 | 254 | 23% | 99 |
| 9-Dec-25 | 2 | 12 | 16 | 30 | 7% | 27 |
| 10-Dec-25 | 100 | 122 | 120 | 342 | 29% | 124 |
| 11-Dec-25 | 1 | 36 | 33 | 70 | 1% | 50 |
| 12-Dec-25 | 134 | 186 | 187 | 507 | 26% | 137 |
| 13-Dec-25 | 57 | 64 | 65 | 186 | 31% | 71 |
| 14-Dec-25 | 137 | 189 | 198 | 524 | 26% | 153 |
| 15-Dec-25 | 66 | 238 | 240 | 544 | 12% | 154 |
| 16-Dec-25 | 69 | 104 | 98 | 271 | 25% | 102 |
| 17-Dec-25 | 40 | 41 | 43 | 124 | 32% | 61 |
| 18-Dec-25 | 36 | 108 | 114 | 258 | 14% | 104 |
| 19-Dec-25 | 4 | 22 | 17 | 43 | 9% | 30 |
| 20-Dec-25 | 81 | 76 | 78 | 235 | 34% | 82 |
| 21-Dec-25 | 129 | 161 | 169 | 459 | 28% | 124 |
| 22-Dec-25 | 35 | 72 | 69 | 176 | 20% | 89 |
| 23-Dec-25 | 79 | 211 | 207 | 497 | 16% | 152 |
| 24-Dec-25 | 20 | 65 | 62 | 147 | 14% | 68 |
| 25-Dec-25 | 0 | 21 | 14 | 35 | 0% | 24 |
| 26-Dec-25 | 42 | 103 | 110 | 255 | 16% | 101 |
| 27-Dec-25 | 114 | 137 | 134 | 385 | 30% | 122 |
| 28-Dec-25 | 4 | 49 | 45 | 98 | 4% | 57 |
| 29-Dec-25 | 180 | 168 | 174 | 522 | 34% | 134 |
| 30-Dec-25 | 193 | 198 | 192 | 583 | 33% | 142 |
| 31-Dec-25 | 56 | 153 | 150 | 359 | 16% | 111 |
| Month Total | 2,319 | 3,484 | 3,467 | 9,270 | 25% | - |

[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 Type[4]**

| | Engine Type | | | | | |
|---|---|---|---|---|---|---|
| Day | Piston | Turboprop | Turboshaft | Turbojet | Turbofan | Unknown |
| 1-Dec-25 | 487 | 24 | 10 | 1 | 39 | 2 |
| 2-Dec-25 | 456 | 29 | 10 | 1 | 37 | 9 |
| 3-Dec-25 | 0 | 9 | 0 | 0 | 31 | 0 |
| 4-Dec-25 | 172 | 25 | 12 | 2 | 37 | 1 |
| 5-Dec-25 | 382 | 14 | 8 | 0 | 48 | 2 |
| 6-Dec-25 | 104 | 7 | 2 | 0 | 20 | 4 |
| 7-Dec-25 | 342 | 5 | 0 | 0 | 33 | 1 |
| 8-Dec-25 | 156 | 15 | 7 | 0 | 63 | 13 |
| 9-Dec-25 | 5 | 7 | 0 | 0 | 16 | 2 |
| 10-Dec-25 | 259 | 24 | 7 | 0 | 50 | 2 |
| 11-Dec-25 | 10 | 8 | 3 | 0 | 44 | 5 |
| 12-Dec-25 | 435 | 21 | 8 | 1 | 37 | 5 |
| 13-Dec-25 | 137 | 12 | 2 | 0 | 35 | 0 |
| 14-Dec-25 | 445 | 17 | 8 | 1 | 50 | 3 |
| 15-Dec-25 | 475 | 17 | 16 | 0 | 34 | 2 |
| 16-Dec-25 | 185 | 21 | 10 | 2 | 46 | 7 |
| 17-Dec-25 | 69 | 9 | 2 | 0 | 36 | 8 |
| 18-Dec-25 | 175 | 22 | 14 | 0 | 43 | 4 |
| 19-Dec-25 | 7 | 3 | 0 | 0 | 32 | 1 |
| 20-Dec-25 | 175 | 8 | 2 | 0 | 50 | 0 |
| 21-Dec-25 | 401 | 21 | 0 | 0 | 35 | 2 |
| 22-Dec-25 | 95 | 25 | 12 | 0 | 40 | 4 |
| 23-Dec-25 | 390 | 22 | 14 | 0 | 63 | 8 |
| 24-Dec-25 | 126 | 7 | 4 | 0 | 7 | 3 |
| 25-Dec-25 | 20 | 1 | 2 | 0 | 12 | 0 |
| 26-Dec-25 | 197 | 7 | 4 | 0 | 47 | 0 |
| 27-Dec-25 | 307 | 11 | 2 | 0 | 61 | 4 |
| 28-Dec-25 | 46 | 6 | 0 | 0 | 44 | 2 |
| 29-Dec-25 | 446 | 19 | 12 | 0 | 45 | 0 |
| 30-Dec-25 | 523 | 16 | 8 | 0 | 30 | 6 |
| 31-Dec-25 | 314 | 12 | 6 | 0 | 26 | 1 |
| Month Total | 7,341 | 444 | 185 | 8 | 1,191 | 101 |

[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 December 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[5] and Aircraft Operations[6] – 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-Dec-25 | 41 | 314 | 56 | 14 | 200 | 94 | 12 | 161 | 53 | 11 | 81 | 42 | 6 |
| 2-Dec-25 | 43 | 316 | 58 | 15 | 240 | 134 | 17 | 211 | 55 | 13 | 117 | 71 | 11 |
| 3-Dec-25 | 39 | 13 | 62 | 23 | 4 | 3 | 1 | 13 | 62 | 23 | 4 | 3 | 1 |
| 4-Dec-25 | 41 | 67 | 54 | 13 | 33 | 16 | 1 | 66 | 54 | 13 | 33 | 16 | 1 |
| 5-Dec-25 | - | 252 | - | - | - | - | - | 160 | - | - | - | - | - |
| 6-Dec-25 | - | 79 | - | - | - | - | - | 28 | - | - | - | - | - |
| 7-Dec-25 | 40 | 221 | 55 | 16 | 171 | 100 | 16 | 115 | 53 | 13 | 68 | 45 | 9 |
| 8-Dec-25 | 42 | 124 | 67 | 25 | 91 | 53 | 11 | 83 | 55 | 13 | 48 | 28 | 5 |
| 9-Dec-25 | - | 8 | - | - | - | - | - | 8 | - | - | - | - | - |
| 10-Dec-25 | 47 | 183 | 59 | 12 | 63 | 17 | 2 | 110 | 58 | 11 | 38 | 12 | 2 |
| 11-Dec-25 | - | 18 | - | - | - | - | - | 18 | - | - | - | - | - |
| 12-Dec-25 | 44 | 244 | 58 | 14 | 174 | 87 | 9 | 167 | 55 | 11 | 83 | 43 | 6 |
| 13-Dec-25 | 44 | 114 | 55 | 11 | 56 | 16 | 2 | 68 | 54 | 10 | 29 | 12 | 2 |
| 14-Dec-25 | 41 | 306 | 57 | 17 | 241 | 153 | 23 | 200 | 54 | 13 | 107 | 71 | 12 |
| 15-Dec-25 | 43 | 273 | 57 | 14 | 181 | 93 | 14 | 232 | 57 | 13 | 144 | 79 | 12 |
| 16-Dec-25 | 42 | 113 | 62 | 20 | 85 | 44 | 3 | 69 | 62 | 20 | 37 | 19 | 2 |
| 17-Dec-25 | 44 | 70 | 56 | 12 | 31 | 13 | 2 | 39 | 53 | 10 | 13 | 5 | 1 |
| 18-Dec-25 | 42 | 108 | 55 | 13 | 51 | 22 | 4 | 92 | 54 | 13 | 40 | 20 | 4 |
| 19-Dec-25 | 43 | 15 | 61 | 19 | 5 | 3 | 1 | 14 | 61 | 19 | 5 | 3 | 1 |
| 20-Dec-25 | 43 | 140 | 58 | 14 | 86 | 27 | 5 | 81 | 57 | 14 | 47 | 19 | 4 |
| 21-Dec-25 | 44 | 280 | 59 | 15 | 202 | 108 | 16 | 175 | 56 | 12 | 83 | 45 | 9 |
| 22-Dec-25 | 41 | 67 | 56 | 15 | 42 | 21 | 3 | 59 | 56 | 15 | 34 | 17 | 3 |
| 23-Dec-25 | 44 | 259 | 58 | 14 | 159 | 80 | 10 | 206 | 57 | 13 | 103 | 54 | 8 |
| 24-Dec-25 | 42 | 77 | 59 | 16 | 54 | 27 | 5 | 64 | 58 | 15 | 37 | 20 | 4 |
| 25-Dec-25 | 39 | 14 | 57 | 18 | 7 | 4 | 1 | 14 | 57 | 18 | 7 | 4 | 1 |
| 26-Dec-25 | 41 | 129 | 55 | 14 | 89 | 35 | 6 | 102 | 55 | 14 | 64 | 29 | 5 |
| 27-Dec-25 | 44 | 223 | 57 | 13 | 136 | 61 | 8 | 132 | 55 | 11 | 60 | 30 | 5 |
| 28-Dec-25 | 40 | 47 | 55 | 14 | 20 | 10 | 2 | 47 | 55 | 14 | 20 | 10 | 2 |
| 29-Dec-25 | 44 | 314 | 57 | 13 | 219 | 104 | 10 | 169 | 55 | 11 | 88 | 48 | 7 |
| 30-Dec-25 | 44 | 353 | 57 | 13 | 216 | 100 | 10 | 201 | 55 | 11 | 101 | 53 | 7 |
| 31-Dec-25 | 42 | 189 | 57 | 15 | 137 | 81 | 11 | 144 | 56 | 14 | 82 | 54 | 10 |
| **Monthly Average** | **42** | **159** | **58** | **15** | **111** | **56** | **8** | **105** | **56** | **14** | **58** | **32** | **5** |
| **Monthly Total** | **-** | **4,930** | **-** | **-** | **2,991** | **1,510** | **203** | **3,248** | **-** | **-** | **1,573** | **851** | **138** |

[5] No usable noise data from December 5 and 6 due to data corruption and December 9 and 11 due to high wind.

[6] 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 Levels[7] and Aircraft Operations[8] – 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 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-Dec-25 | 37 | 346 | 55 | 18 | 242 | 145 | 25 | 193 | 51 | 14 | 147 | 81 | 11 |
| 2-Dec-25 | 38 | 325 | 57 | 19 | 286 | 192 | 34 | 222 | 54 | 16 | 197 | 118 | 15 |
| 3-Dec-25 | 33 | 22 | 56 | 23 | 6 | 5 | 2 | 22 | 56 | 23 | 6 | 5 | 2 |
| 4-Dec-25 | 39 | 112 | 52 | 13 | 91 | 42 | 3 | 110 | 52 | 13 | 90 | 41 | 3 |
| 5-Dec-25 | - | 284 | - | - | - | - | - | 190 | - | - | - | - | - |
| 6-Dec-25 | 40 | 89 | 54 | 15 | 58 | 27 | 4 | 39 | 48 | 8 | 27 | 10 | 1 |
| 7-Dec-25 | 35 | 246 | 56 | 20 | 209 | 154 | 33 | 143 | 53 | 17 | 138 | 97 | 17 |
| 8-Dec-25 | 40 | 149 | 59 | 19 | 102 | 65 | 10 | 108 | 56 | 15 | 76 | 46 | 6 |
| 9-Dec-25 | - | 13 | - | - | - | - | - | 13 | - | - | - | - | - |
| 10-Dec-25 | 42 | 193 | 52 | 10 | 97 | 39 | 2 | 120 | 51 | 9 | 59 | 26 | 2 |
| 11-Dec-25 | - | 35 | - | - | - | - | - | 35 | - | - | - | - | - |
| 12-Dec-25 | 38 | 283 | 56 | 18 | 245 | 160 | 26 | 204 | 52 | 14 | 180 | 107 | 12 |
| 13-Dec-25 | 38 | 127 | 51 | 13 | 83 | 38 | 3 | 81 | 49 | 11 | 59 | 28 | 2 |
| 14-Dec-25 | 34 | 323 | 55 | 22 | 259 | 200 | 47 | 217 | 52 | 18 | 183 | 133 | 22 |
| 15-Dec-25 | 33 | 290 | 52 | 19 | 275 | 190 | 33 | 249 | 51 | 18 | 241 | 162 | 24 |
| 16-Dec-25 | 40 | 151 | 56 | 16 | 128 | 97 | 10 | 107 | 54 | 15 | 98 | 73 | 7 |
| 17-Dec-25 | 39 | 77 | 56 | 17 | 53 | 28 | 5 | 46 | 52 | 13 | 31 | 14 | 2 |
| 18-Dec-25 | 37 | 130 | 50 | 14 | 100 | 47 | 3 | 114 | 50 | 13 | 92 | 43 | 2 |
| 19-Dec-25 | - | 17 | - | - | - | - | - | 16 | - | - | - | - | - |
| 20-Dec-25 | 36 | 143 | 50 | 14 | 75 | 37 | 5 | 84 | 48 | 12 | 47 | 26 | 3 |
| 21-Dec-25 | 38 | 288 | 57 | 19 | 253 | 189 | 35 | 183 | 53 | 16 | 150 | 100 | 15 |
| 22-Dec-25 | 34 | 69 | 53 | 19 | 57 | 32 | 5 | 62 | 53 | 18 | 51 | 28 | 4 |
| 23-Dec-25 | 35 | 276 | 54 | 19 | 247 | 169 | 28 | 223 | 52 | 16 | 199 | 127 | 15 |
| 24-Dec-25 | 35 | 83 | 56 | 21 | 82 | 59 | 11 | 70 | 55 | 20 | 68 | 46 | 8 |
| 25-Dec-25 | - | 18 | - | - | - | - | - | 18 | - | - | 0 | 0 | 0 |
| 26-Dec-25 | 34 | 131 | 52 | 18 | 90 | 46 | 6 | 104 | 52 | 17 | 69 | 37 | 5 |
| 27-Dec-25 | 37 | 239 | 57 | 20 | 190 | 119 | 29 | 148 | 53 | 16 | 120 | 65 | 11 |
| 28-Dec-25 | 35 | 58 | 54 | 20 | 40 | 25 | 4 | 58 | 54 | 20 | 40 | 25 | 4 |
| 29-Dec-25 | 36 | 343 | 55 | 20 | 303 | 223 | 50 | 197 | 52 | 16 | 176 | 120 | 19 |
| 30-Dec-25 | 36 | 364 | 57 | 21 | 299 | 220 | 53 | 217 | 54 | 18 | 197 | 135 | 24 |
| 31-Dec-25 | 36 | 206 | 55 | 19 | 183 | 121 | 21 | 161 | 52 | 16 | 146 | 90 | 12 |
| **Monthly Average** | **37** | **175** | **55** | **18** | **156** | **103** | **19** | **121** | **52** | **16** | **107** | **66** | **9** |
| **Monthly Total** | **-** | **5,430** | **-** | **-** | **4,053** | **2,668** | **488** | **3,754** | **-** | **-** | **2,886** | **1,783** | **248** |

[7] No usable noise data from December 5 and 25 due to data corruption and December 9, 11, and 19 due to high wind.

[8] 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 Levels[9] and Aircraft Operations[10] – 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 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-Dec-25 | 38 | 352 | 57 | 20 | 282 | 212 | 50 | 196 | 53 | 15 | 138 | 103 | 20 |
| 2-Dec-25 | 38 | 333 | 61 | 22 | 308 | 237 | 64 | 224 | 57 | 19 | 184 | 137 | 28 |
| 3-Dec-25 | 35 | 22 | 62 | 27 | 10 | 9 | 6 | 22 | 62 | 27 | 10 | 9 | 6 |
| 4-Dec-25 | 40 | 114 | 58 | 18 | 97 | 73 | 20 | 112 | 58 | 18 | 96 | 73 | 20 |
| 5-Dec-25 | 40 | 286 | 59 | 18 | 246 | 164 | 34 | 192 | 54 | 14 | 146 | 95 | 12 |
| 6-Dec-25 | 40 | 90 | 58 | 18 | 80 | 55 | 12 | 39 | 51 | 12 | 30 | 21 | 3 |
| 7-Dec-25 | 35 | 252 | 58 | 24 | 237 | 201 | 90 | 146 | 54 | 20 | 125 | 108 | 42 |
| 8-Dec-25 | 39 | 151 | 65 | 25 | 123 | 101 | 40 | 110 | 60 | 21 | 80 | 69 | 29 |
| 9-Dec-25 | - | 13 | - | - | - | - | - | 13 | - | - | - | - | - |
| 10-Dec-25 | 43 | 194 | 57 | 15 | 103 | 62 | 9 | 121 | 56 | 13 | 61 | 37 | 7 |
| 11-Dec-25 | - | 35 | - | - | - | - | - | 35 | - | - | - | - | - |
| 12-Dec-25 | 40 | 285 | 59 | 19 | 256 | 199 | 43 | 205 | 55 | 15 | 164 | 124 | 18 |
| 13-Dec-25 | 39 | 127 | 58 | 19 | 80 | 48 | 20 | 81 | 57 | 18 | 53 | 36 | 17 |
| 14-Dec-25 | 35 | 324 | 59 | 24 | 286 | 236 | 78 | 218 | 54 | 19 | 168 | 139 | 37 |
| 15-Dec-25 | 35 | 295 | 57 | 22 | 271 | 209 | 66 | 254 | 55 | 20 | 225 | 173 | 51 |
| 16-Dec-25 | - | 161 | - | - | - | - | - | 113 | - | - | - | - | - |
| 17-Dec-25 | 40 | 78 | 59 | 19 | 57 | 42 | 10 | 47 | 56 | 16 | 30 | 22 | 5 |
| 18-Dec-25 | 36 | 133 | 56 | 21 | 115 | 95 | 39 | 117 | 56 | 20 | 104 | 88 | 38 |
| 19-Dec-25 | - | 17 | - | - | - | - | - | 16 | - | - | - | - | - |
| 20-Dec-25 | 39 | 142 | 51 | 12 | 64 | 29 | 4 | 83 | 50 | 11 | 38 | 19 | 3 |
| 21-Dec-25 | 39 | 288 | 60 | 21 | 273 | 206 | 58 | 183 | 55 | 16 | 135 | 99 | 22 |
| 22-Dec-25 | 33 | 76 | 56 | 23 | 63 | 54 | 20 | 67 | 56 | 23 | 54 | 46 | 18 |
| 23-Dec-25 | 37 | 278 | 58 | 21 | 252 | 191 | 52 | 225 | 55 | 18 | 184 | 136 | 31 |
| 24-Dec-25 | - | 83 | - | - | - | - | - | 70 | - | - | - | - | - |
| 25-Dec-25 | 33 | 19 | 59 | 25 | 16 | 13 | 6 | 19 | 59 | 25 | 16 | 13 | 6 |
| 26-Dec-25 | 35 | 132 | 54 | 19 | 101 | 62 | 12 | 105 | 53 | 18 | 71 | 44 | 11 |
| 27-Dec-25 | 39 | 242 | 59 | 21 | 213 | 147 | 44 | 150 | 55 | 17 | 111 | 79 | 18 |
| 28-Dec-25 | 35 | 58 | 59 | 24 | 40 | 32 | 15 | 58 | 59 | 24 | 40 | 32 | 15 |
| 29-Dec-25 | 37 | 344 | 59 | 22 | 322 | 244 | 83 | 197 | 54 | 16 | 153 | 116 | 31 |
| 30-Dec-25 | 39 | 375 | 59 | 21 | 323 | 243 | 63 | 222 | 55 | 17 | 180 | 133 | 27 |
| 31-Dec-25 | 35 | 209 | 58 | 23 | 193 | 169 | 54 | 163 | 55 | 20 | 136 | 117 | 32 |
| **Monthly Average** | **37** | **178** | **58** | **21** | **170** | **128** | **38** | **123** | **56** | **18** | **105** | **79** | **21** |
| **Monthly Total** | **-** | **5,508** | **-** | **-** | **4,413** | **3,333** | **991** | **3,803** | **-** | **-** | **2,732** | **2,067** | **545** |

[9] No usable noise data from December 9, 11, 16, and 19 due to high wind and from December 24 due to data corruption.

[10] 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:4.a.

**Information for Meeting of the Superior Town Council**

| | |
|---|---|
| **Agenda Item Name:** | Consideration of Resolution Approving an Agreement with Street Wise Art |
| **Meeting Date:** | February 9, 2026 |
| **Presented By:** | Leslie Clark, Parks, Recreation and Open Space Director, Jennifer (JG) Garner, Arts & History Supervisor, Mikaela Gregg, Event & Volunteer Supervisor, Andrew Vaughan, CAPS Chair |
| **Presented For:** | Approval |

**Background:**
The Town of Superior, with the support of the Cultural Arts and Public Spaces (CAPS) advisory committee, has an interest and vision to create a Mural Festival in the Downtown Superior area. The vision for this new Town Event is to create a robust and impactful festival that will activate and beautify the public spaces in the Downtown area, contribute to the Superior public art collection, and serve as art locations within the Superior ARTery. The Town worked with CAPS to research other mural initiatives in neighboring municipalities to envision the scope of the event and identify a vendor to organize the logistics.

Street Wise Arts was recommended by CAPS to assist the Town with the scope, implementation and management of the Superior Mural Festival, currently planned to coincide with Fall Fest on October 4, 2026. This first-time event will include 6–8, outdoor mural locations, and opportunities for Superior youth to participate on indoor murals within the Superior Civic Space, as well as associated artists talks and exhibits. The Town will focus efforts on event logistics such as street closures, security, public information/marketing, and public participation components. Street Wise will manage all artist, logistics, agreements, equipment and supplies, insurance and on-site management of mural paintings. The Town, CAPS, and Street Wise will work together on the selection criteria and process.

**Recommendation:**
Staff recommend approving the agreement with Street Wise Arts for up to $64,000 for a Smaller 2026 Superior Mural Festival, focusing on Town-owned mural locations.

**Budget Implications:**
The budget for the Larger 2026 Superior Mural Festival is estimated at up to $105,000. This

includes up to five walls on private structures in Downtown with wall owners sharing in the cost. Staff are recommending a Smaller Event for the first year, reducing the number of mural locations with a focus on Town-owned locations, and managing portions of the event in-house for an estimated savings of $31,000. Identified funding includes $25,000 from the Public Art Acquisition capital budget, $10,000 from the Art & History Project and Program Budget, and $39,000 from the PROS Community Events Budget.

| **Mural Festival Components** | **Larger Event** | **Smaller Event** |
|---|---|---|
| Street Wise — Festival Management, artist stipends, equipment, supplies, advertising, labor, insurance, community mural | $95,000 | $64,000 |
| Town — Security, traffic control, marketing, entertainment, vendors (additional from the regular Market) | $10,000 | $10,000 |
| **Total Festival Cost** | **$105,000** | **$74,000** |

| **Mural Festival Funding** | **Initial Funding Amount** | **Proposed Funding Amount** |
|---|---|---|
| Public Art Acquisition (CIP) | $25,000 | $25,000 |
| Art & History Projects and Programs (GF) | $0 | $10,000 |
| Community Events | $45,000 | $39,000 |
| Wall Share (wall partner) | $35,000 | |
| **Total Funding** | **$105,000** | **$74,000** |
| Total Mural Event Cost | $105,000 | $74,000 |
| **Funding Gap** | **$0** | **$0** |

**Motion:**
Move to adopt a Resolution approving a Professional Services Agreement with Street Wise Arts an amount up to $64,000 for the production and administration of the 2026 Superior Mural Festival.

**Attachments:**
1. Street Wise-R013026
2. Street Wise Arts_PSA- LC
3. Superior Town Mural Wall Map 2026
4. Mural Fesitval locations_by priority_Town property only
5. 2026 Mural Festival Impact

**Town of Superior**
**Resolution Number R-7**
**Series 2026**

**A Resolution of the Town Council of the Town of Superior approving a Professional Services Agreement with Street Wise Arts for the development and management of the 2026 Superior Mural Festival**

**Whereas,** the Town desires to offer a Mural Festival in Downtown Superior;

**Whereas,** the Cultural Arts and Public Spaces Advisory Committee conducted a review of similar events in the local area and recommended Street Wise Arts as the preferred contractor; and

**Whereas,** the Town desires to engage Street Wise Arts develop and manage the 2026 Superior Mural Festival in Downtown Superior.

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

**Section 1.** The Professional Services Agreement between the Town and Street Wise Arts 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 Professional Services Agreement on behalf of the Town.

**Adopted this 9th day of February, 2026.**

_____

Mark Lacis, Mayor

**Attest:**

_____

Shannon Dujardin, Town Clerk

# AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this 9th day of February, 2026 (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 Street Wise Arts, an independent contractor with a principal place of business at 2808 Elm Avenue, Boulder, CO 80305 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

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

## I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

## II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

## III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor up to $64,000. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses.

Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

## IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under the Scope of Services.

D. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Clean Water Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

E. Contractor shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to Contractor's noncompliance with such accessibility standards.

## V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

## VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

## VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of $1,000,000 each claim and $2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

## VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

## IX. 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 pre-paid, 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 or 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.

K. *Subject to Annual Appropriation*. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

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

**TOWN OF SUPERIOR, COLORADO**

_____
Mark Lacis, Mayor

ATTEST:

_____
Shannon Dujardin, Town Clerk

**CONTRACTOR**

By: _____
Street Wise Arts | Leah Brenner Clack

STATE OF COLORADO )
) ss.
COUNTY OF _____ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2026, by _____ as _____ of Street Wise Arts.

My commission expires: _____

(S E A L)

_____
Notary Public

**EXHIBIT A**
**SCOPE OF SERVICES**

Contractor's Duties

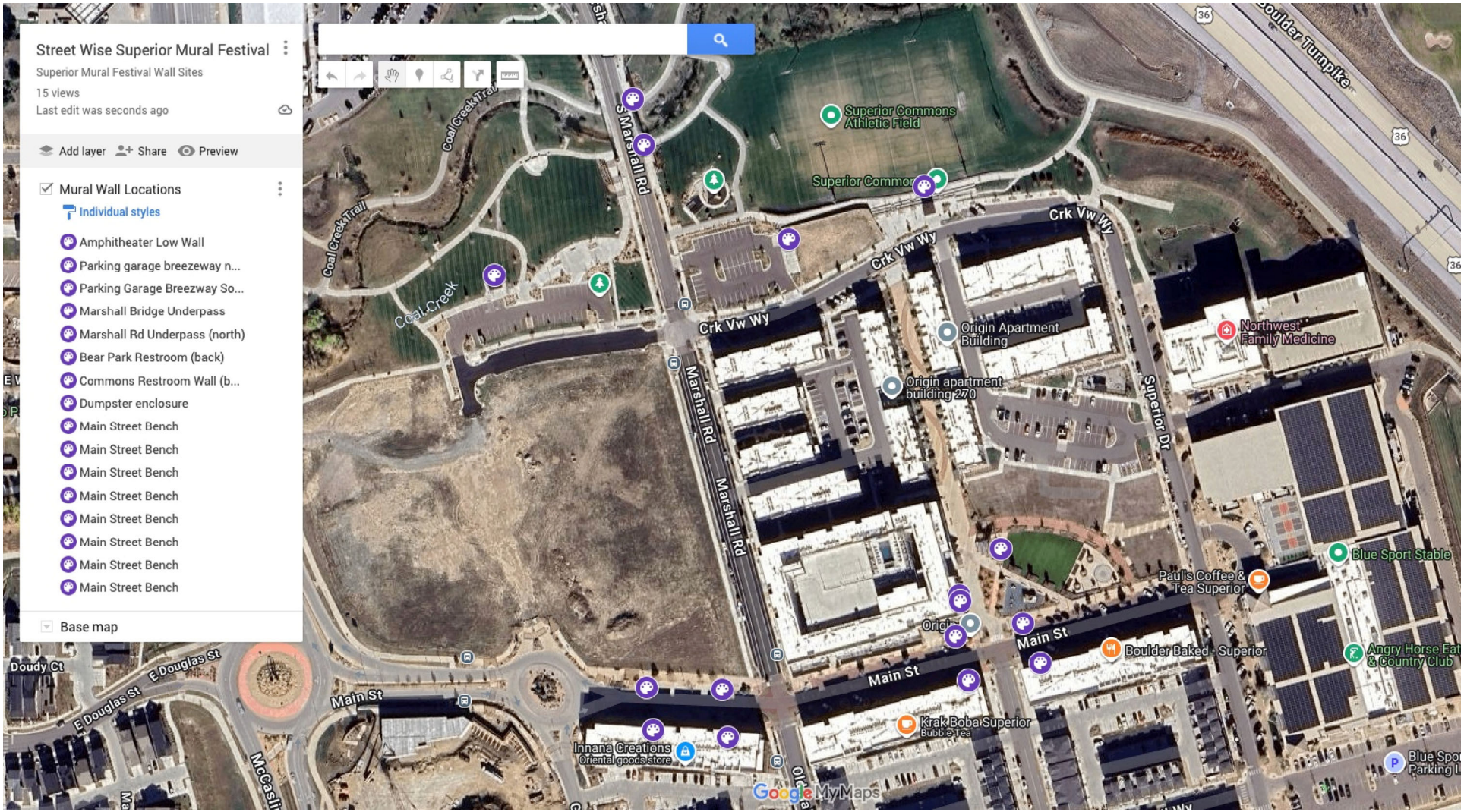
I. Festival Project Development
   a. In coordination with The Town, develop and manage the 2026 Superior Mural Festival format, schedule, budget and vision plan.
   b. In coordination with the Town, identify and prepare mural locations.

II. Mural Festival Management
   a. In coordination with the Town and CAPS, create solicitation materials for mural artist, review and selection process, and artists communications.
   b. Manage painting and installation logistics including site preparation.
   c. Manage artists agreements, and payment schedules.
   d. Coordinate insurance requirements for artists and festival.
   e. Advise on maintenance planning for Town and expectations for wall owners.
   f. Festival volunteer coordination as needed.

IV. Artist Stipends / Equipment / Materials Procurement and Distribution
   a. Manage all artists stipends payments, accounting, deliverables, and contracts.
   b. Manage and deliver all paint and supplies stipends and materials.
   c. Arrange and handle all lift equipment and scaffolding.
   d. Arrange travel and accommodations as needed and approved by Town for visiting artists.

V. Event Planning
   a. In coordination with the Town, facilitate a curated artist gallery and reception in Superior Civic Space.
   b. Lead free walking tours led by Street Wise docents and featuring artists during the one day event.
   c. Support community events as needed.

VI. Marketing & Promotion
   a. Provide festival branding kit and promotional templates for social media, print, signage that align with Street Wise Mural Festival branding.
   b. In coordination with the Town, co-market the mural festival with all Fall Market/Festival marketing
   c. Leverage our contacts and resources to expand Town marketing efforts.
   d. Dedicate a marketing budget to support printed way finding signage, paid social media promotions, or other priority areas as determined.
   e. Source professional photography and video services for Town.


Street Wise Superior Mural Festival
Superior Mural Festival Wall Sites
15 views
Last edit was seconds ago
Add layer
Share
Preview
Mural Wall Locations
Individual styles
Amphitheater Low Wall
Parking garage breezeway n...
Parking Garage Breezway So...
Marshall Bridge Underpass
Marshall Rd Underpass (north)
Bear Park Restroom (back)
Commons Restroom Wall (b...
Dumpster enclosure
Main Street Bench
Main Street Bench
Main Street Bench
Main Street Bench
Main Street Bench
Main Street Bench
Main Street Bench
Main Street Bench
Base map
Coal Creek Trail
Coal Creek
S Marshall Rd
Marshall Rd
Crk Vw Wy
Superior Commons Athletic Field
Origin Apartment Building
Origin apartment building 270
Northwest Family Medicine
Superior Dr
Boulder Turnpike
36
Blue Sport Stable
Paul's Coffee & Tea Superior
Main St
Boulder Baked - Superior
Angry Horse Eat & Country Club
Krak Boba Superior
Bubble Tea
Innana Creations
Oriental goods store
Doudy Ct
E Douglas St
McCaslin
Google My Maps

# Proposed Mural Sites

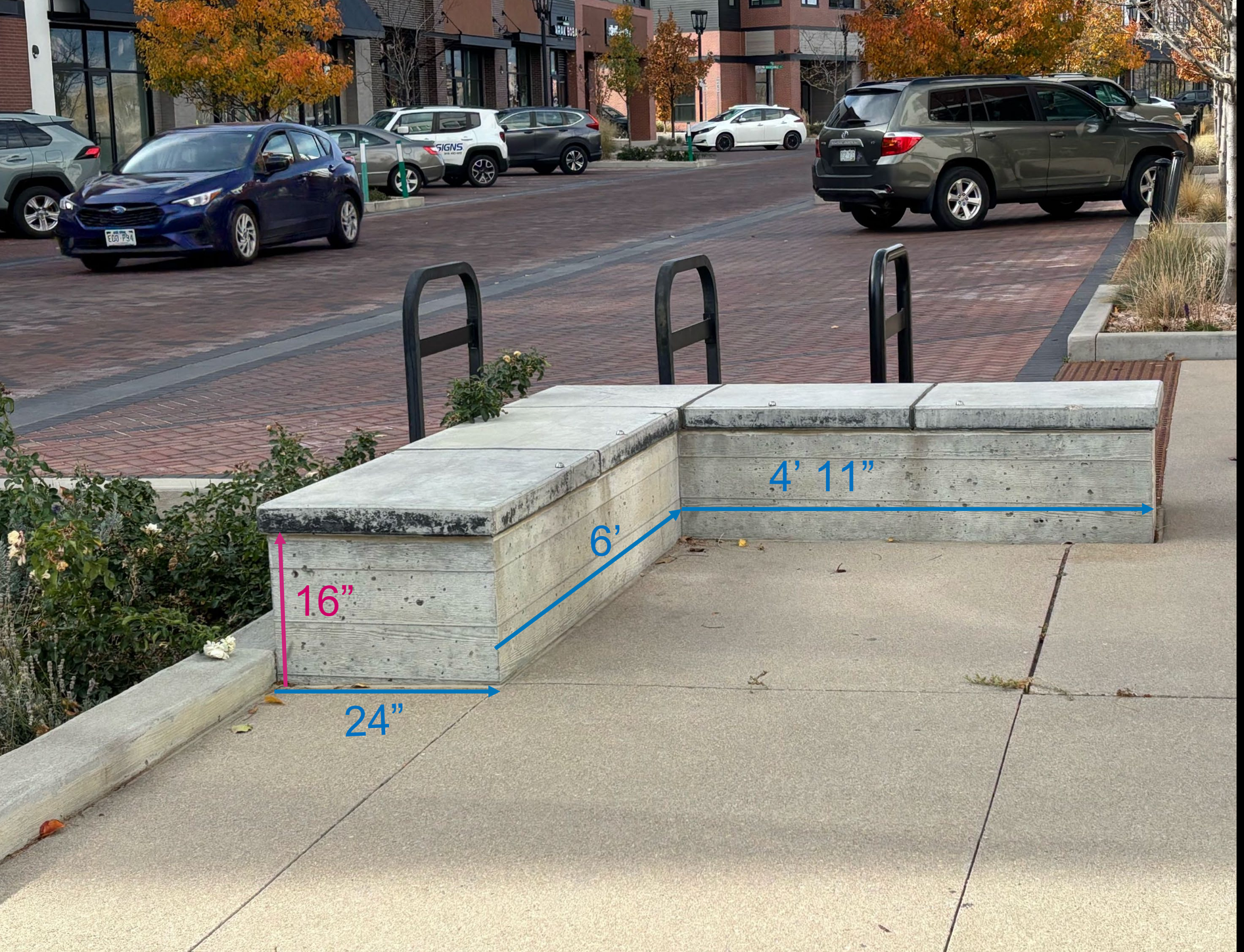
## Superior Mural Festival Fall 2026

In order of priority per CAPS




1.

Amphitheater low wall




2.

Main Street benches

X8

3.

Marshall Road Bridge underpass

(x2)

- Wall 1, (south)
- Wall 2, (across creek)



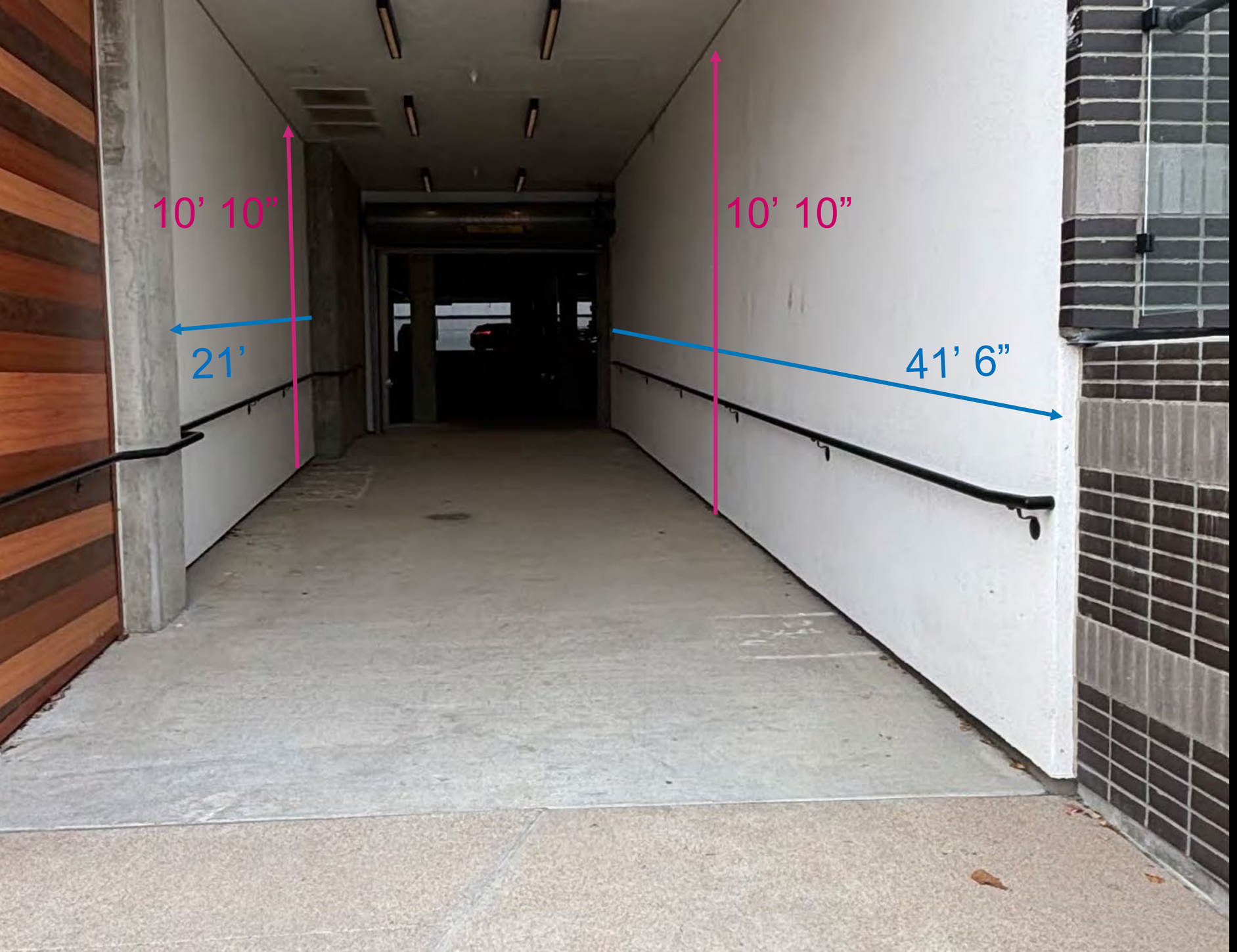



4.

Public Restrooms back sides

X2

- Bear Park
- Commons Park




5.

Parking garage breezeway, near Civic Center




6.

Dumpster enclosure near Bear Park & soccer field

| Mural Festival Imapact to Other Programs and Events | | | |
|---|---|---|---|
| **Budget Area** | **Budget Line** | **Mural Fest Budget** | **Impact** |
| Public Art Acquisition (CIP) | 42-426-6989 | $ 25,000 | Original commitment from CAPS in Annual Workplan |
| Art & History Projects/Programs | 10-426-3222 | $ 10,000 | educational programs, exhibits, receptions, and public art maintenance |
| Community Events | 10-426-2940 | | |
| Summer Markets | 10-426-2940 | $ 10,000 | Utilize $10K from this budget for street closures, security, food trucks |
| Civic Space Live Entertainment | 10-426-2940 | $ 10,000 | Reducing Live entertainment from 6 to 3 events |
| Band Broker | 10-426-2940 | $ 10,000 | Savings on needed services |
| Grand Opening Events | 10-426-2940 | $ 4,000 | Limit support for Central Park and Community Playground Openings |
| Event General Rentals & Supplies | 10-426-2940 | $ 5,000 | Limit rentals and supplies |
| **Total Mural Fest Funding** | | **$ 74,000** | |

## Item Number:5.a.

**Information for Meeting of the Superior Town Council**

| | |
|---|---|
| **Agenda Item Name:** | Consideration of an Ordinance of the Town Council of the Town of Superior Adding a New Article to the Superior Municipal Code by Reference Regarding 2025 Colorado Wildfire Resiliency Code |
| **Meeting Date:** | February 9, 2026 |
| **Presented By:** | Allison James, Disaster Preparedness and Recovery Manager, Renae Stavros, Planning and Building Director |
| **Presented For:** | Approval |

**Background:**
Attached is an ordinance for consideration for amending the Municipal Code to add a new Article by reference regarding the Wildfire Resiliency Code. The new Article allows the implementation of the requirements of the standard. The new Article establishes the process and requirements for implementing the Wildfire Resiliency Code.

The State of Colorado, through Senate Bill 23-166, established the Wildfire Resiliency Code Board to develop a statewide Wildland Urban Interface (WUI) code aimed at reducing wildfire risk to life, property, and infrastructure. Additionally, the bill requires governing bodies with jurisdiction in an area within the wildland-urban interface to adopt codes that meet or exceed the standards set forth in the model code. SB 25-142 extended the timeline for an “adopting governing body” to adopt wildfire codes and standards that meet the minimums established in the model Colorado Wildfire Resiliency Code (Model Code), to April 1, 2026.

The 2025 Colorado Wildfire Resiliency Code was initially discussed in Town Council's June 16, 2025 work session. The Code was subsequently formally adopted by the State on July 1, 2025, following a public hearing and rulemaking process. The Model Code provides a comprehensive definition of the wildland-urban interface and identification of the areas it includes. Pursuant to SB-142, jurisdictions in an area within the WUI must adopt and enforce a code that meets or exceeds the minimum standards established in the Model Code within 9 months of the Code Board's adoption of the Model Code. The Town is within the WUI area, is subject to the Model Code, and the Public Hearing for adoption is February 9, 2026.

The Disaster Preparedness and Recovery Department and Planning and Building Department presented the new draft informational website for residents, the draft ordinance, and discussed the new requirements at Council's January 12, 2026 meeting. Tonight's meeting is for the

approval for adoption of the ordinance by reference.

**Compliance Requirements**
The Model Code contemplates Class 1 and Class 2 fire intensities and includes corresponding requirements for hardening structures within those classes, pursuant to the associated fire risk. The Code Board established a map with layers and a legend that references the respective classes and fire intensities. The Model Code requirements apply to all parcels within the wildfire hazard areas and corresponding fire intensity classifications, as identified on the official map, available here. A low fire intensity classification requires structures and parcels in those areas to be constructed and maintained in accordance with Class 1 structure hardening and site area requirements. A moderate or high fire intensity classification requires structures and parcels in those areas to be constructed and maintained in accordance with Class 2 structure hardening and side area requirements.

The Model Code requires compliance when permitting includes increasing the footprint of a structure by 500 or more square feet, permitting an alteration or repair to the exterior of an existing structure if 25% or more of the exterior is affected by the alteration or repair, and with the addition of a wooden deck to a structure. The Model Code does not apply to interior alterations of existing structures.

**Recommendation:**
Approval.

**Budget Implications:**

At this time, the full fiscal impact of adopting and implementing wildfire resiliency codes consistent with the Colorado Wildfire Resiliency Code is unknown. Potential budget implications may include increased staff time for code administration, permitting review, inspections, mapping coordination, and responding to resident inquiries or complaints related to code applicability and compliance. Additional resources may be required for public education, outreach, and technical assistance to support community understanding of the new requirements.

There may also be future cost implications associated with Town-owned parcels located within designated wildfire hazard areas, should those properties require upgrades or modifications to meet applicable requirements. The timing and magnitude of such costs would depend on project scope, fire intensity classification, and funding availability.

**Motion:**
Move to approve an ordinance of the Town Council of the Town of Superior adding a new ordinance by reference to the Superior Municipal Code regarding the 2025 Colorado Resiliency Code.

**Attachments:**
1. WUI-O121725 Ordinance

**Town of Superior**
**Ordinance Number O-1**
**Series 2026**

**An Ordinance of the Town Council of the Town of Superior Adopting by Reference the 2025 edition of the Colorado Wildfire Resiliency Code**

**Whereas**, pursuant to Colorado law, the Town must adopt a wildland-urban interface code that meets or exceeds the model code promulgated by the Colorado Wildfire Resiliency Code Board;

**Whereas**, Section 6.06 of the Superior Home Rule Charter allows the Town to adopt codes by reference using the procedure of adoption of a code by reference as provided in the Colorado Revised Statutes applicable to the adoption of codes by reference; and

**Whereas**, on February 9, 2026, the Town Council held a properly-noticed public hearing to consider the adoption of the 2025 edition of the Colorado Wildfire Resiliency Code.

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

**Section 1.** Chapter 18 of the Superior Municipal Code is hereby amended by the addition of a new Article XV, to read as follows:

**Article XV**
**Wildfire Resiliency Code**

**Sec. 18-15-10. – Adoption.**

Pursuant to C.R.S. § 31-16-202, the Colorado Wildfire Resiliency Code, published by the Colorado Wildfire Resiliency Code Board, 1697 Cole Boulevard, Unit 200, Lakewood, Colorado 80401, is hereby adopted by reference. The subject matter of the Colorado Wildfire Resiliency Code includes provisions regarding the construction, alteration, movement, repair, maintenance and use of any building, structure or premises that contain occupiable or habitable space, or change in use resulting in an occupiable or habitable space, within the wildland-urban interface areas of Colorado.

**Sec. 18-15-20. – Copy on file.**

One (1) copy of the Colorado Wildfire Resiliency Code is on file in the office of the Town Clerk and is available for public inspection.

**Section 2.** The penalty associated with violations of Article XV of Chapter 18 of the Superior Municipal Code is set forth in Section 1-3-20 of the Superior Municipal Code, which reads as follows:

**Sec. 1-3-20. – General penalty.**

(a) No person shall violate any of the provisions of the ordinances of the Town or of this Code. Except in cases where a different punishment is prescribed by any ordinance of this Town or this Code, any person who violates any of the provisions of the ordinances of the Town or of this Code shall be punished by a fine of not more than two thousand six hundred fifty dollars ($2,650.00) or by imprisonment not to exceed one hundred eighty (180) days, or by both such fine and imprisonment, except as provided in Section 1-3-30 below and provided further that no indigent person shall be punished by imprisonment unless he or she has been given the opportunity to be represented by counsel. In addition, such person shall pay all court costs imposed by the court.

(b) Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation is committed, continued or permitted by any such person and shall be punished accordingly.

**Section 3. Safety.** This Ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

**Section 4.** This Ordinance shall take effect 10 days after publication following adoption.

**Introduced, read, passed and ordered published this 9 day of February, 2026.**

_____

Mark Lacis, Mayor

**Attest:**

_____

Shannon Dujardin, Town Clerk

## Item Number:5.b.

**Information for Meeting of the Superior Town Council**

| | |
|---|---|
| **Agenda Item Name:** | First Reading — Consideration of Approval of the 2025 Comprehensive Plan Update |
| **Meeting Date:** | February 9, 2026 |
| **Presented By:** | Renae Stavros, Planning and Building Director |
| **Presented For:** | 1st Reading |

**Background:**
In 2024, the Town approved a budget of $150,000 to update the Comprehensive Plan. In March, the Colorado Dept of Local Affairs (DOLA) awarded the Town an additional $150,000 to support the project. Work on the Comprehensive Plan update began in summer 2024 and is now approaching the final stages of review and completion.
In December, the Consulting Team along with Staff first presented the initial draft of the plan update to gather feedback and comments. Since that time, the Consulting team has iteratively revised the plan to incorporate feedback from all relevant Town departments, the Planning Commission, and the public.

At this public hearing, the Consulting Team will be presenting the most recent Draft of the 2025 Comprehensive Plan Update. The Team will outline the process to date, share the changes made based on community, committee, and staff feedback on the Draft Plans presented to the Planning Commission and through Shape Superior, and ask for any final edits. A Final Draft will be presented for adoption at the second hearing on February 23, 2026.

**Recommendation:**
The Planning Commission held a public hearing on February 3, 2026, and voted 6 yes's and 2 no's to recommend approval of the proposed Resolution adopting the 2025 Comprehensive Plan Update, to the Town Council subject the following condition:
*A review of building scale, land use and zoning to align the density of housing levels that consider wildfire risk, traffic, and focus on issues like missing middle housing.*

**Budget Implications:**
N/A

**Motion:**
N/A

**Attachments:**
1. PC Comp Plan Resolution
2. Comprehensive Plan-R020426
3. DRAFT_Superior_Comp_Plan_2-5-26
4. 2-9-26 Town of Superior TC Hearing Presentation_Final

**Town of Superior**
**Planning Commission**
**Resolution Number PC- 1**
**Series 2026**

**A Resolution of the Planning Commission of the Town of Superior recommending approval of the 2025 Comprehensive Plan**

**Whereas,** the Town's Comprehensive Plan was last updated in 2012;

**Whereas,** the Town desires to adopt a new 2025 Comprehensive Plan; and

**Whereas,** on February 3, 2026, the Planning Commission held a properly-noticed public hearing on the 2025 Comprehensive Plan.

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

**Section 1.** The Planning Commission finds that the 2025 Comprehensive Plan satisfies the criteria set forth in Sections 2-6-60 and 16-1-40 of the Superior Municipal Code, and recommends that the Town Council approve the 2025 Comprehensive Plan in the form attached hereto subject to the following condition: A review of building scale, land use and zoning to align the density of housing levels that consider wildfire risk, traffic, and focuses on issues like missing middle housing.

**Section 2.** This Resolution is hereby adopted by a majority of those Planning Commissioners present to hear the matter according to the following numbers of votes:

___6____ "yes" votes

___2____ "no" votes

**Adopted this 3rd day of February, 2026.**

David J. Harper
David Harper, Chair

**Attest:**

Shannon Dujardin, Town Clerk

THE TOWN OF SUPERIOR SEAL COLORADO

**Town of Superior**
**Resolution Number R-10**
**Series 2026**

**A Resolution of the Town Council of the Town of Superior adopting the 2025 Comprehensive Plan**

**Whereas**, the Town's Comprehensive Plan was last updated in 2012;

**Whereas**, the Town desires to adopt a new 2025 Comprehensive Plan;

**Whereas**, on February 3, 2026, the Planning Commission held a properly noticed public hearing on the 2025 Comprehensive Plan and recommended adoption with conditions; and

**Whereas**, the Town Council, upon reviewing the recommendation of the Planning Commission, hearing the statements of staff and the public, and giving due consideration to the matter, finds and determines as provided herein.

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

**Section 1.** The Town Council finds that the 2025 Comprehensive Plan satisfies the criteria set forth in Sections 2-6-60 and 16-1-40 of the Superior Municipal Code, and hereby adopts the Town of Superior 2025 Comprehensive Plan in the form attached hereto. A true and correct copy of the 2025 Comprehensive Plan shall be kept on file with the Town Clerk and available for inspection during regular business hours.

**Adopted this __ day of _____, 2026.**

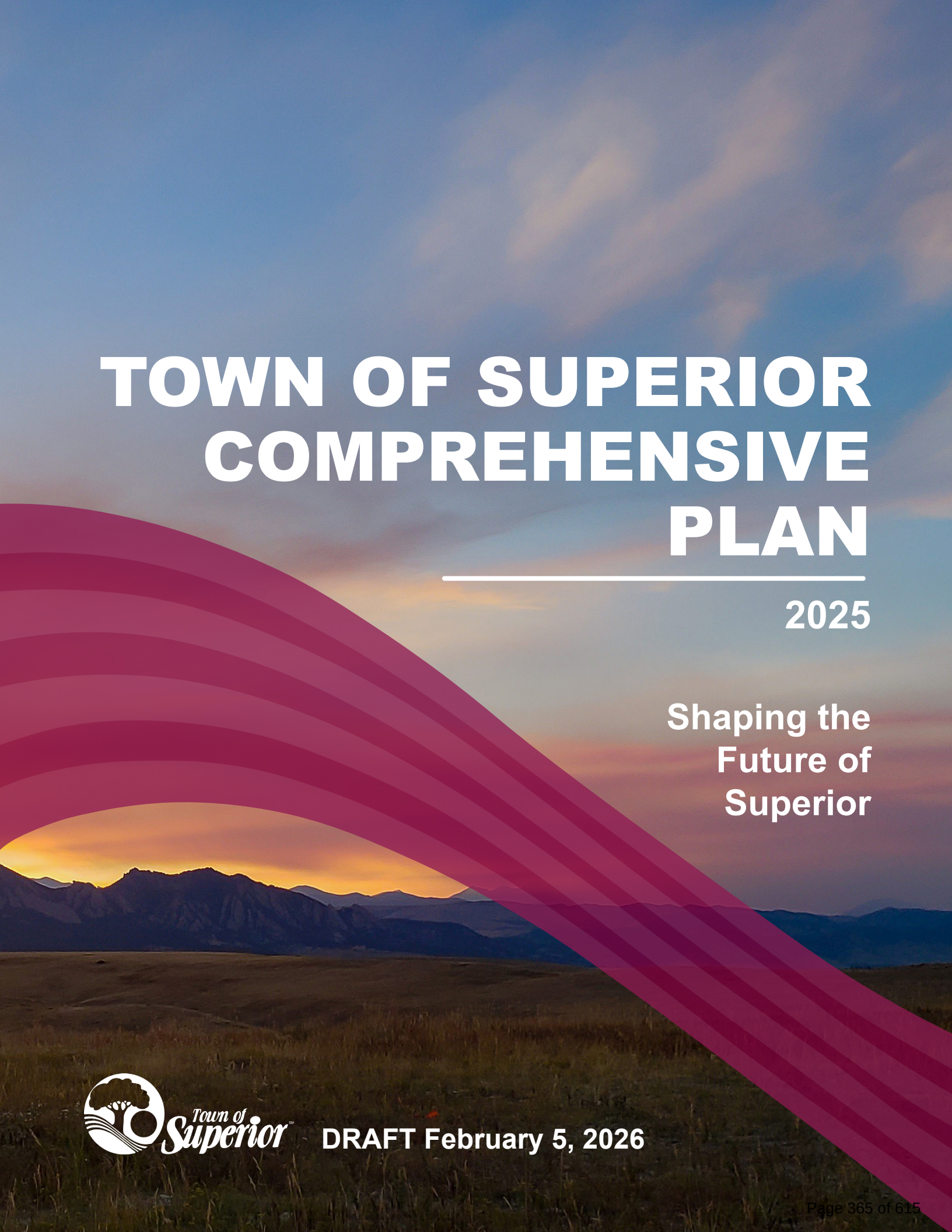
_____

Mark Lacis, Mayor

**Attest:**

_____

Shannon Dujardin, Town Clerk



# TOWN OF SUPERIOR COMPREHENSIVE PLAN

2025

Shaping the Future of Superior

Town of Superior

DRAFT February 5, 2026





# Acknowledgments

## Town Council

Mark Lacis, Mayor
Jason Serbu, Mayor Pro Tem
Heather Cracraft
Mike Foster
Jenn Kaaoush
Stephanie Miller
Neal Shah

## Consultant Team

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Leland Consulting
Lotus Sustainability & Engineering

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Lonny Rose, Vice Chair
Michael Barnes
Michael J Gordon
David Gross
Ryan C Mojo
Anne L Shanahan
Amanda Vaughan
Steve Witte

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Leslie Clark, Parks, Recreation, and Open Space Director
Ellen Robertson, Economic Development Manager
Kevin Colón, Communications and Community Engagement Manager
Brannon Richards, Public Works and Utilities Director
Alex Bullen, Public Works and Utilities Program Supervisor
Alexis Bullen, Sustainability Manager



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# EXECUTIVE SUMMARY


SPORT
STABLE

# Shaping the Town's Future

The Comprehensive Plan serves as the community's long-range policy guide for managing growth, development, and public investment in a way that reflects Superior's values. This update builds on prior planning efforts while responding to changing conditions, evolving community priorities, and new opportunities and challenges facing the Town.

Superior is a uniquely positioned community - compact in size, highly educated, and regionally connected - balancing a strong sense of neighborhood identity with its role as a part of the greater Boulder Valley and Denver metropolitan area. As Superior continues to evolve, this Plan provides a clear, values-driven framework to guide decisions related to land use, housing, economic development, parks and open space, infrastructure, sustainability and resiliency, and others as they relate to growth and development.

The Comprehensive Plan is a policy document, not a regulatory code. It provides guidance for future decisions by Town Council, boards and commissions, staff, and community partners. While the Plan does not rezone property or approve development, it informs future updates to zoning regulations, capital improvement programs, subarea plans, and other implementation tools. The 2025 Comprehensive Plan was developed concurrently with the 2025 Transportation Plan, carefully coordinating land use and transportation strategies.

# The Community's Plan

The primary goal of this Comprehensive Plan update is to affirm a vision for how we want to grow in the future. Community input was central to the development of this Plan. Engagement efforts included open houses, surveys, stakeholder conversations, online activities, a speaker series, pop-up events, and opportunities for ongoing feedback. The top themes that emerged through this process are summarized on the following page.

# Superior's Themes for the Future



**Love for Superior is Rooted in Nature, Character, and Community**
Residents deeply value the town's open space, parks, trails, and natural beauty, alongside its community character defined as safe, walkable, and engaged. Most intend to stay long-term, indicating strong satisfaction with the town's livability.

**Strong Desire for Balanced and Thoughtful Growth**
While residents welcome more restaurants, retail, and local businesses, they are also concerned about the pace and impact of development. There's a call to balance growth with preservation of natural spaces, historic sites, and community feel.

**Transportation and Walkability are High Priorities**
Residents emphasized building on what already makes Superior's transportation network great, including walkability and trails, but also filling gaps where needed such as first/last mile transit connections.

**Housing Needs More Diversity and Affordability**
There is a strong preference for single-unit homes, yet also significant interest in townhomes and smaller housing options. A major concern is the lack of affordable housing, especially for seniors, empty-nesters, young families, and the local workforce.

**Local Businesses Need Support to Thrive**
Superior's businesses report moderate success but face high leasing costs, staffing challenges, and a lack of resources for small businesses. There is a shared interest in sustainability, new business ideas, and more cultural attractions.

**Arts and Culture are Emerging Priorities**
Residents support incorporating art into new development, and there's strong interest in making Superior an arts and cultural destination through music venues, festivals, and art installations that enhance community identity.

**Sustainability and Inclusivity Must Guide Future Planning**
Environmental sustainability—including climate adaptation and water use—is a core concern. Residents want consideration for wildlife, traffic mitigation, cultural diversity and an inclusive community, and to coordinate regionally for broader impact.

# Future Land Use

The Future Land Use Plan consists of both Future Land Use Categories (text) and the Future Land Use Map (map). This is intended to guide the location, type, and intensity of land uses within the Town of Superior, consistent with the community's vision. It purposefully emphasizes flexibility and adaptability, recognizing that conditions will change over time. It focuses on desired outcomes rather than prescribing specific projects, allowing the Town to respond thoughtfully to future opportunities.

## Future Land Use Map (FLUM)

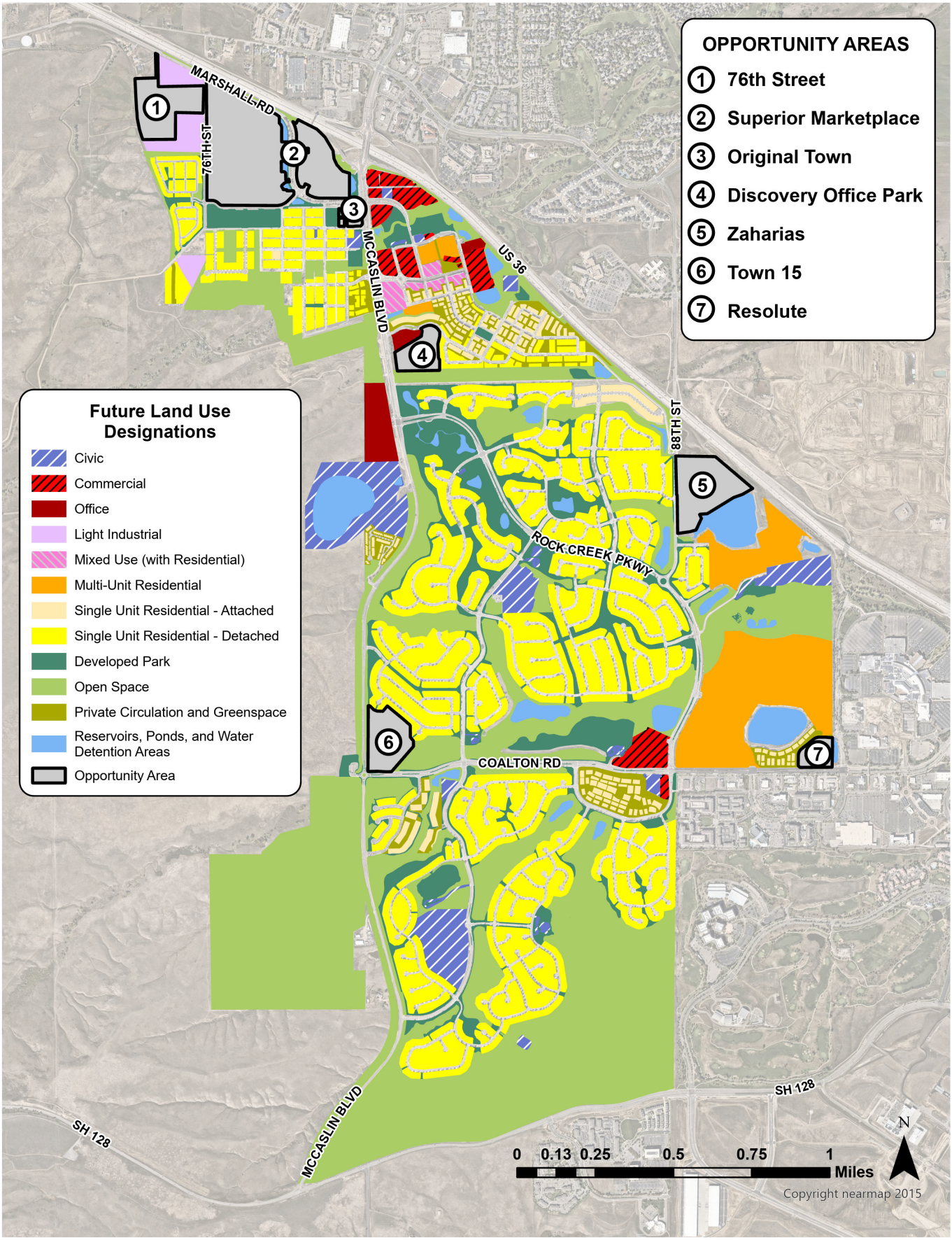
The Future Land Use Map (FLUM), **Figure 1**, illustrates the types of future uses the community would support for undeveloped parcels, redevelopment areas, and identifies Opportunity Areas. Preferred uses reflect extensive community input and a detailed market analysis. The map is intended to be used as a tool for the Town Council, Planning Commission, Town staff, property owners, and members of the development community for guidance on the location and design of land uses within Town.

# Opportunity Areas

Superior's opportunities for new development are focused on 7 parcels, including one that would need to be annexed into Town. These opportunity areas are identified on the Future Land Use Map, representing places that have been identified as critical for strategic planning to ensure their development is in the best interest of the community as a whole. Each Opportunity Area was looked at carefully to consider the highest and best use of the property, its role in the greater land use and economic fabric of the Town, and the desire of residents for its future use. The envisioned land use concepts are meant to direct development that is most promising to each Opportunity Area.


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**Figure 1:** Town of Superior Future Land Use Map




*Source: Town of Superior, GIS*

# Community Vision





## A Community for All

**Superior is a vibrant, inclusive community where all people are valued, diversity is celebrated, and both residents and businesses are empowered to shape their shared future.**





# Community Values

## What S H A P E s Superior?

### S - Superior's Distinct Town Character

Residents, visitors, and employees enjoy the unique charm of a community-oriented Town that is safe, welcoming, accessible, and rooted in its local environment.

### H - Healthy & Accessible Environment

Superior supports the relationship between personal and environmental health and promotes freedom of movement for the enjoyment of all people, striving to create a more verdant and inclusive community.

### A - Active & Connected Neighborhoods

The unique and interconnected nature of Superior's neighborhoods strengthens the community, fostering greater vibrancy and resilience.

### P - Prepared & Resilient Community

Superior is a community that thrives in the face of adversity, capable of mitgating the risk of, adapting to, and recovering from challenges such as natural disasters, economic shifts, and social disruptions.

### E - Economic Vibrancy

Superior fosters a dynamic economy that supports a thriving community, ensures long-term fiscal sustainability, and provides equitable opportunities for residents and businesses.



# INTRODUCTION



# Purpose of the Plan

The purpose of the Comprehensive Plan is to serve as a roadmap for Superior's future. It guides the Town's leaders in making decisions about financial and economic priorities, town services and infrastructure, future development, ensuring every choice supports the community's vision. This vision is built on understanding what matters to residents, and the Plan translates those priorities into clear goals, strategies, and actions. This guidance is organized by planning topics including land use, housing, economic development, transportation and infrastructure improvements, sustainability and resiliency, parks and open spaces, and preserving natural resources and community character. The final piece, the Future Land Use map, shows exactly how that vision will **Shape Superior**.

# Legislative Authority

Comprehensive plans in Colorado get their legal authority from state law, which grants local governments the power to plan for their physical development. This is found in the Colorado Revised Statutes (C.R.S.), specifically § 31-23-206. This statute requires a planning commission to prepare and adopt a "master plan," another term for a comprehensive plan.

# Key 2025 Updates

The last time that Superior updated its Comprehensive Plan was in 2012, and much has been implemented since its adoption. A few key updates differentiate this Plan from the 2012 effort:

- The 2025 Comprehensive Plan was developed concurrently with the 2025 Transportation Plan, carefully coordinating land use and transportation strategies.
- This Plan includes an Executive Summary for ease of reading and accessibility.
- This Plan includes implementation guidance in each Plan Element chapter Actions are assigned a priority level, timeframe, and potential partners to aid in achieving the Town's vision, with added focus on a resilient and sustainable environment.
- Some Opportunity Areas from the 2012 Plan have since been developed, and new Opportunity Areas have been added to focus on key parcels that remain undeveloped/underdeveloped that will play a critical role in the Town's economic future.
- State requirements implemented since 2012: Addition of a Strategic Growth Element, Water addressed throughout the Plan, document is digitally accessible.

# Planning Process

## Plan Organization

The Comprehensive Plan is comprised of twelve chapters:

| Chapter | Title | Description |
|---|---|---|
| 1 | Introduction | Functions as an introduction to the Plan, describing the purpose, authority, background, and planning process. |
| 2 | Vision & Values | Describes the community engagement process and what we heard throughout 2024 and 2025. This leads into the Community Vision and Values, as established through community input. |
| 3 | Land Use | Touches on existing land use patterns and establishes Future Land Use – both designations and the Future Land Use Map. Although not regulatory, the Future Land Use portion of this Plan should guide future land use decisions and inform updates to the Town's Zoning Regulations. |
| 4 | Community | Highlights the Town's current demographics, population projections, and includes goals and policies for future community engagement, cultural identity, and Town events. |
| 5 | Economic Development | Describes the Town's workforce, household income, jobs, and includes goals and policies for a fiscally sustainable future for Superior that supports a local workforce and businesses. |
| 6 | Housing | Touches on the Town's housing supply, the cost of housing, and has goals and policies supporting diversifying housing, promoting affordable housing, and removing barriers to safe and stable housing. |
| 7 | Sustainability | Highlights the Town's existing efforts to be a more sustainable community, and its goals and policies promote net-zero emissions, reducing waste, water-wise planning, and reducing vehicle miles traveled. |
| 8 | Resiliency | Touches on the impacts of the Marshall Fire on the community, and includes goals and policies that promote regional partnerships, resilient infrastructure, and increasing preparedness for disasters. |
| 9 | Parks, Recreation, & Open Space | Describes the Town's extensive network and how it compares to national standards, and its goals and policies promote enhancing existing amenities, learning from nature and play, and protecting cherished open spaces. |

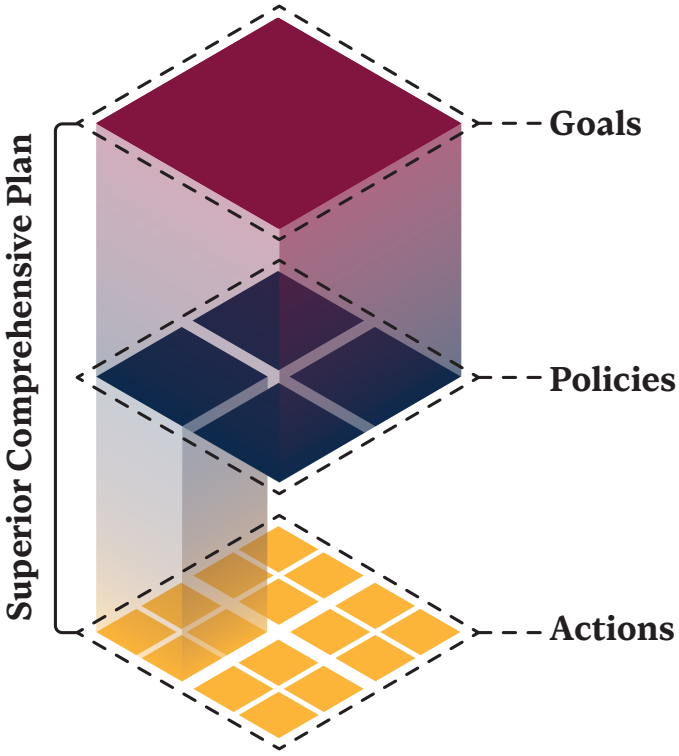
| Chapter | Title | Description |
|---|---|---|
| 10 | Town Utilities & Infrastructure | Highlights the Town's existing infrastructure and local amenities, and includes goals and policies promoting health & safety, enhanced public spaces, and reliable utilities. |
| 11 | Transportation | Touches on elements included in the 2025 Transportation Plan (relating them to land use strategies), and includes goals and policies that promote multi-modal transportation options, safety, and enhanced connectivity. |
| 12 | Implementation | Includes an Implementation Matrix that acts as a roadmap for Town staff, leadership, and partner organizations to achieve the Town's vision. This is where specific Action steps are outlined along with their priority, timeline, and partners. |

Chapters 3 through 11 address planning elements by outlining background information on data from the existing conditions analysis and what was heard through community input. This provides context for and directly informs the goals, policies, and actions. The Land Use chapter includes a Future Land Use section, which contains the Future Land Use Map and designations.

GOALS are broad statements that push towards achieving the vision and encapsulate the values of Superior.

POLICIES are derived from goals and represent a set of guidelines that inform decision-making.

ACTIONS are the steps taken by departments/organizations to make progress towards the policies and goals.



## Relationship to Other Plans

The Comprehensive Plan is intended to be used in conjunction with several other plans and documents, both regulatory and functional, outlined below. Plans referenced in this document can be found on the Town's **website** under Long Range Planning.

### Regulatory Documents

The Comprehensive Plan is the adopted document that establishes a vision for the future development of Superior and translates the vision into specific goals, policies, and actions. While the Plan provides guidance for land use decisions, the Town has other regulatory tools to implement it. These regulations are contained primarily within Chapter 16 of the Town's Municipal Code, consisting of Zoning Regulations, Subdivision Regulations, Site Development Plan (SDP) submission requirements, and landscape and architectural design criteria.

#### Zoning Regulations

Because both relate to how land is used, people often confuse the Zoning Ordinance and Zoning Map with the Future Land Use Map and the Comprehensive Plan. The Comprehensive Plan is a policy guide—not a regulatory document—and it does not zone land.

Instead, it presents broad ideas about how land could be used in the future. Zoning Regulations, by contrast, are legal requirements. They set the precise boundaries of zoning districts and define the detailed rules that apply within each one. As the community's vision evolves, updates to the Zoning Ordinance and Map may be needed to help carry out the goals, policies, and actions identified in the Comprehensive Plan.

Zoning Regulations should be reviewed in relation to the Comprehensive Plan to ensure that ongoing development supports the community's long-term vision. Vacant land in the Town of Superior will develop over time with different owners, designers, and builders, the Comprehensive Plan offers an important framework for making thoughtful zoning decisions that promote continuity and compatibility between neighborhoods.

All land use applications should be evaluated not only for compliance with zoning requirements, but also for their consistency with the Comprehensive Plan. In this way, the Comprehensive Plan helps inform future zoning decisions and supports development that reflects the community's goals.

#### Subdivision Regulations

Subdivision Regulations establish the process and requirements for creating buildable lots, and construction of

public improvements such as water and sewer lines as well as roads. Through the subdivision process, roads and circulation patterns are established, park and school sites are reserved, floodplains and other hazardous areas are set aside, and public improvements are constructed. Like zoning, the Subdivision Regulations implement the Comprehensive Plan by establishing the minimum requirements for site improvements and land dedications. Subdivision proposals should be reviewed for consistency with Comprehensive Plan to ensure, for example, major road rights-of-way or open spaces are reserved and connect one subdivision to the next. The provision of trails connecting neighborhoods, functional street alignments and grades, and proper storm water drainage are examples of design issues addressed during the subdivision process.

### Site Plan Review

All structures proposed within the Town, except for single-unit dwellings and duplexes, are subject to the Town's site plan review procedure unless reviewed as a final development plan as part of the development review process. This is the last stage of review before Construction Drawings and Building Plans are reviewed and building permits are issued. The site plan section of the Zoning Ordinance requires the submittal of a site plan depicting the layout of the site, the location of the proposed structure, access points, parking spaces, exterior lighting, signage, service access and loading, dumpster screening, and other site features. In addition, landscape and drainage plans are required. This information is reviewed by Town Staff for compliance with design standards and site criteria in the zoning and subdivision ordinances. This stage of the development review process focuses on the details of a building and its site; how the site functions, architectural detailing, how the proposed development responds to neighboring development, how landscaping effectively screens or enhances the structure or site, and how the site and building respond to local streets, drainages, wildlife corridors and open space networks.

### Roadway Design Criteria and Standards

The Town updated road development standards when it assumed jurisdiction over all roads within the Town from Superior Metropolitan Districts 2 and 3. The refinement of the standards was completed in October 2003.

## Functional Plans

The Comprehensive Plan is intended to complement other plans and documents that have been or will be adopted by the Town to address specific topics or government functions. It is the Town's intention that the

Comprehensive Plan provides guidance in both updating current plans and formulating future functional plans, including:

- Water Conservation Plan
- Superior Creative Placemaking Master Plan
- Parks, Recreation, Open Space and Trails Master Plan
- Sustainability Action Plan
- Three Mile Plan
- Transportation Plan
- Housing Strategies
- Vision Zero Action Plan

### Regional Plans

Regional Plans address issues that transect municipal boundaries such as transportation, housing, and environmental quality. These plans are typically created by regional agencies where there are multiple stakeholders. The Town of Superior often is a stakeholder in these plans and plays a small but important role in contributing to the goals of these plans, including:

- Boulder County Multi-Hazard Mitigation Plan
- Boulder County Community Wildfire Protection Plan
- 2050 Metro Vision Plan

## Administration & Amendments

To function as an effective decision-making document, the Comprehensive Plan must be dynamic and flexible enough to respond to changes in economic forces, legislative action, technologies, and public attitudes. Therefore, a comprehensive plan amendment procedure is necessary to keep the plan up to date. There are two types of comprehensive plan amendments:

### Major Updates

The first is an overall update conducted as needed. This update should be a thorough analysis of the entire plan, including a re-evaluation of goals and objectives, updates of forecasts and related elements, and review of the Future Land Use Map and Designations. The Superior Planning Commission and Town Planning Staff will be primarily responsible for undertaking such an update, with input from other Town departments, the Town Council, and the public.

### Targeted Updates

The second type of update would not encompass the entire plan but would rather be a more specific text or map amendment. It is possible that a land use submittal conflicts with the Future Land Use Map, but which, in fact, may be complementary to the goals, policies, and actions of the plan. To ensure conformance with the plan, an amendment would be necessary. Amendments prompted by development proposals may require research and various studies (such as traffic, economic and market analysis, drainage,

compatibility with surrounding land uses, utility availability, etc.) as a part of the evaluation process. An arrangement with the developer to cover the cost of such studies may be required at the discretion of the Town.

## Review & Approval Process

Pursuant to Colorado Revised Statutes 31-23-208, comprehensive plan amendments shall come before the Superior Planning Commission. The Commission shall hold at least one public hearing on the amendment proposal. Thirty (30) days prior to the public hearing, Town staff shall send a referral on the proposed Comprehensive Plan amendment to the following agencies:

- Town of Superior Departments and/or technical consultants;
- Town Attorney;
- Any affected special districts;
- Any affected bordering jurisdictions; and
- Any affected utility providers.

Fifteen days prior to the hearing, notification of the time and place of the public hearing shall be published in a newspaper of general circulation in the Town and in the official newspaper of the counties affected. Landowners within a 1,000-foot radius will be notified, as appropriate, that a comprehensive plan amendment procedure is in progress. This is particularly useful where controversy over the amendment may be anticipated. At the public hearing (after reviewing all relevant evidence, testimony, Staff reports, and recommendations), the Planning Commission shall (by resolution) approve, disapprove, or approve with conditions the comprehensive plan amendment.

Based on the criteria set forth below, the Planning Commission shall forward their final recommendation to the Town Council. Final approving authority rests with the Town Council, which may, at its discretion, hold a public hearing on the comprehensive plan amendment proposal. The Town Council may, by resolution, approve, disapprove, or approve with conditions the proposed amendment. If approved, the amendment, with any maps and descriptive text, shall be filed with the County Clerk and Recorder.
The Planning Commission and the Town Council, when considering a comprehensive plan amendment proposal, shall use the following criteria. The proposed amendment shall:

- Be compatible with existing and planned surrounding land uses;
- Not result in excessive detrimental impacts to the existing or planned transportation system; and
- Not place excessive burdens upon existing or planned service capabilities.

# Background

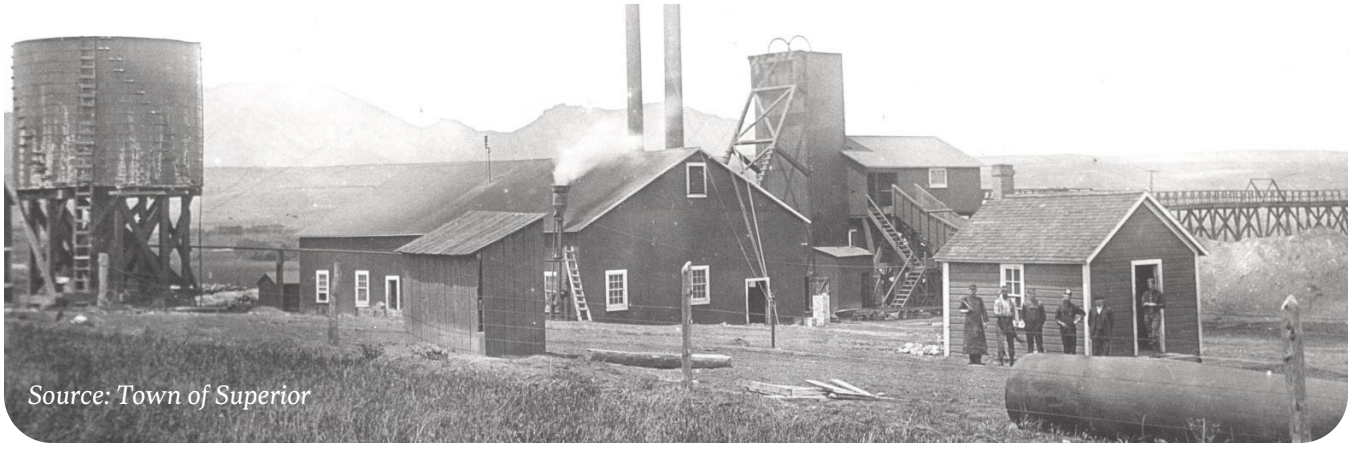
***"We recognize that, long before being officially incorporated, this area was the ancestral homeland to Native people from many Indigenous nations, including the Ute, Cheyenne, Comanche, Arapaho, Sioux, and Kiowa. Descendants of these original people remain here, and their historical relationship and connection with this land continues."***

## History

The history of Superior, Colorado, is a story of transformation, beginning with its roots as a quiet, agricultural and mining community and evolving into the modern town it is today.

**As part of the Northern Coal Field, Superior began as a coal mining town.** Founded in 1896, it was reportedly named for the "superior" quality of the coal found in the area. The town's economy was driven by the Industrial Mine, which was a significant force for nearly half a century. During this time, the town consisted of two main sections: Original Town, which was platted by the town's founders, and the Industrial Mine Camp, where miners and their families lived. Working conditions were often difficult, leading to labor disputes and strikes in the early 1900s.

**After the Industrial Mine closed in 1945, the town's population dwindled significantly**, and Superior became a quiet farming and ranching community. For decades, its population hovered around 250 people. The construction of the Boulder-Denver Turnpike (U.S. 36) in the 1950s brought new connections to the region, but the town's major transformation didn't begin until the late 20th century. From 1987 to 2001, the new residential units in Rock Creek were built out, with 4,410 residential units today. Following the rooftops came the development of businesses and shops at Superior Marketplace, completing construction in 2003. It then became a regional shopping center for passersby in 2006 with the completion of the U.S. 36 and McCaslin Boulevard interchange. This influx of new residents, businesses, and visitors rapidly expanded the town, changing its character from a rural outpost to a thriving suburban community.



*Source: Town of Superior*



*Source: Pleiades Two - Personal photo*

**Downtown Superior was first imagined in the 2012 comprehensive plan and has since come to fruition.** Today, it functions as an urban center with a variety of uses including commercial/retail, office, civic, hospitality, and residential, making it the most compact, use-diverse, and dense neighborhood within the Town. Housing typically consists of higher density multi-unit dwellings or mixed-use buildings with commercial/retail components on the ground floor. Buildings have varied architectural styles and layouts with heights ranging from three- to four-stories. The neighborhood is anchored by Superior Commons, a 14-acre park surrounding Coal Creek, with open lawns, a concert stage, a multi-purpose field and park. Central Park, Village Green Park, Miners Park, and the Plaza on Main Street also provide gathering space and recreational opportunities throughout the neighborhood.



*Source: Town of Superior*



*Source: Hart Van Denburg/CPR News*

**Since the last comprehensive plan update, Superior has faced major ecological challenges.** First in September 2013, the Colorado Floods caused widespread damage across the front range. The floods resulted from an unusually heavy and slow-moving storm that dropped historic rainfall, leading to catastrophic flooding, landslides, and significant property damage and loss of life.

Then in December 2021, the Town was significantly impacted by the Marshall Fire which destroyed hundreds of homes. The community is now in a period of rebuilding and renewal, with a focus on preserving its historical identity while moving forward with new development. As of 2025, all 394 properties have been issued demo permits and have been cleared while 330 new building permits have been issued, 300 of which received Certificates of Occupancy.

# Regional & Local Setting

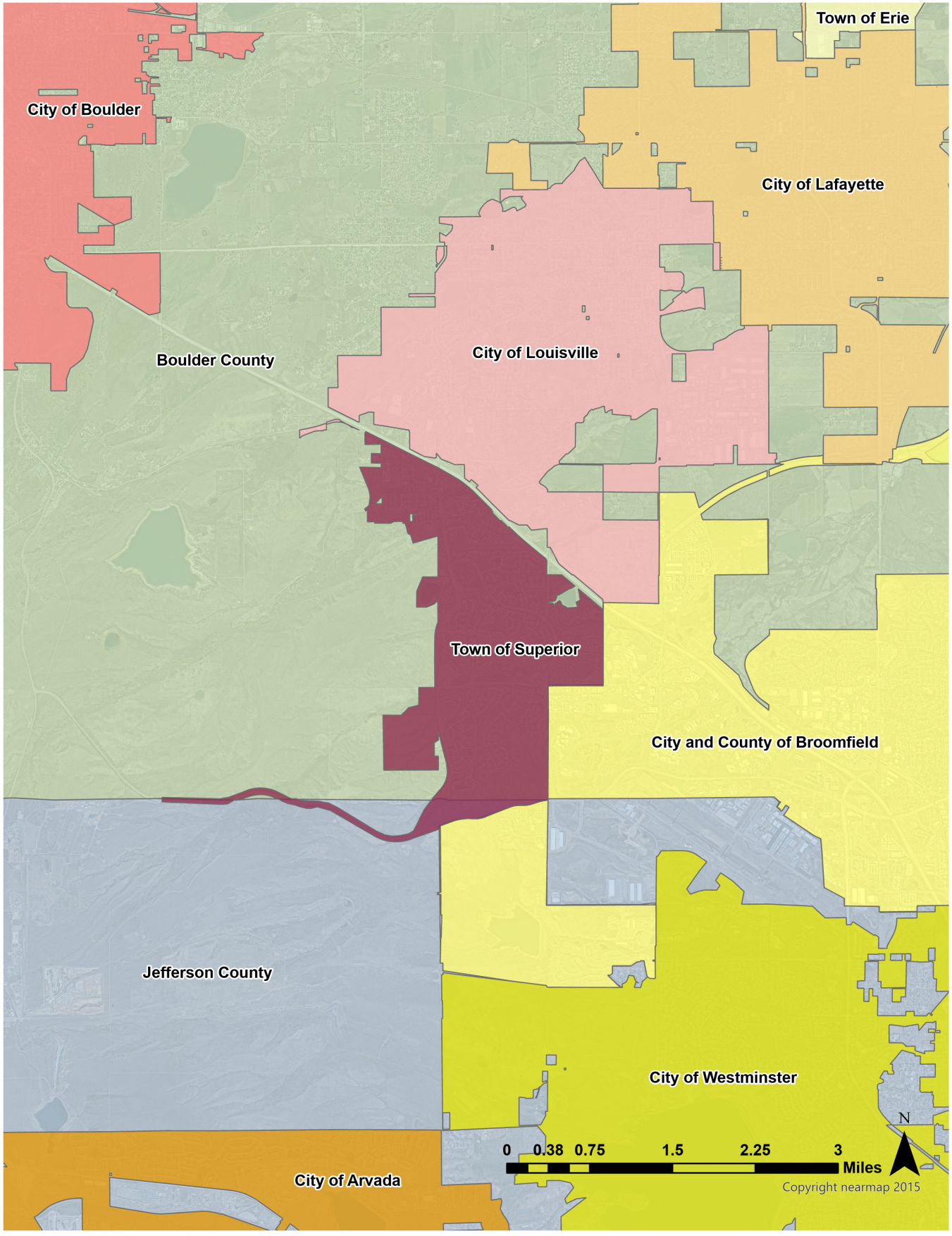
The Town of Superior, located in southeast Boulder County - with a small sliver in Jefferson County, is part of the greater Denver Metropolitan Area. The Town is bordered to the north by the City of Louisville, to the east and south by the City and County of Broomfield, and to the west by Boulder County Open Space.

Superior has direct gateways from both Denver and Boulder via U.S. 36. This corridor has experienced significant growth alongside regional expansion, which has spurred increased residential and commercial development in communities surrounding the Town. At the same time, growth limitations imposed by the City of Boulder have further intensified development pressure in nearby municipalities. As a result, Superior has few opportunities for annexation, meaning that future growth will depend primarily on infill and redevelopment. This places heightened importance on the Town's remaining undeveloped and underutilized properties - shown as Opportunity Areas in this Plan.



*Source: Town of Superior*

**Figure 2:** Regional Context Map




*Source: Town of Superior, GIS*

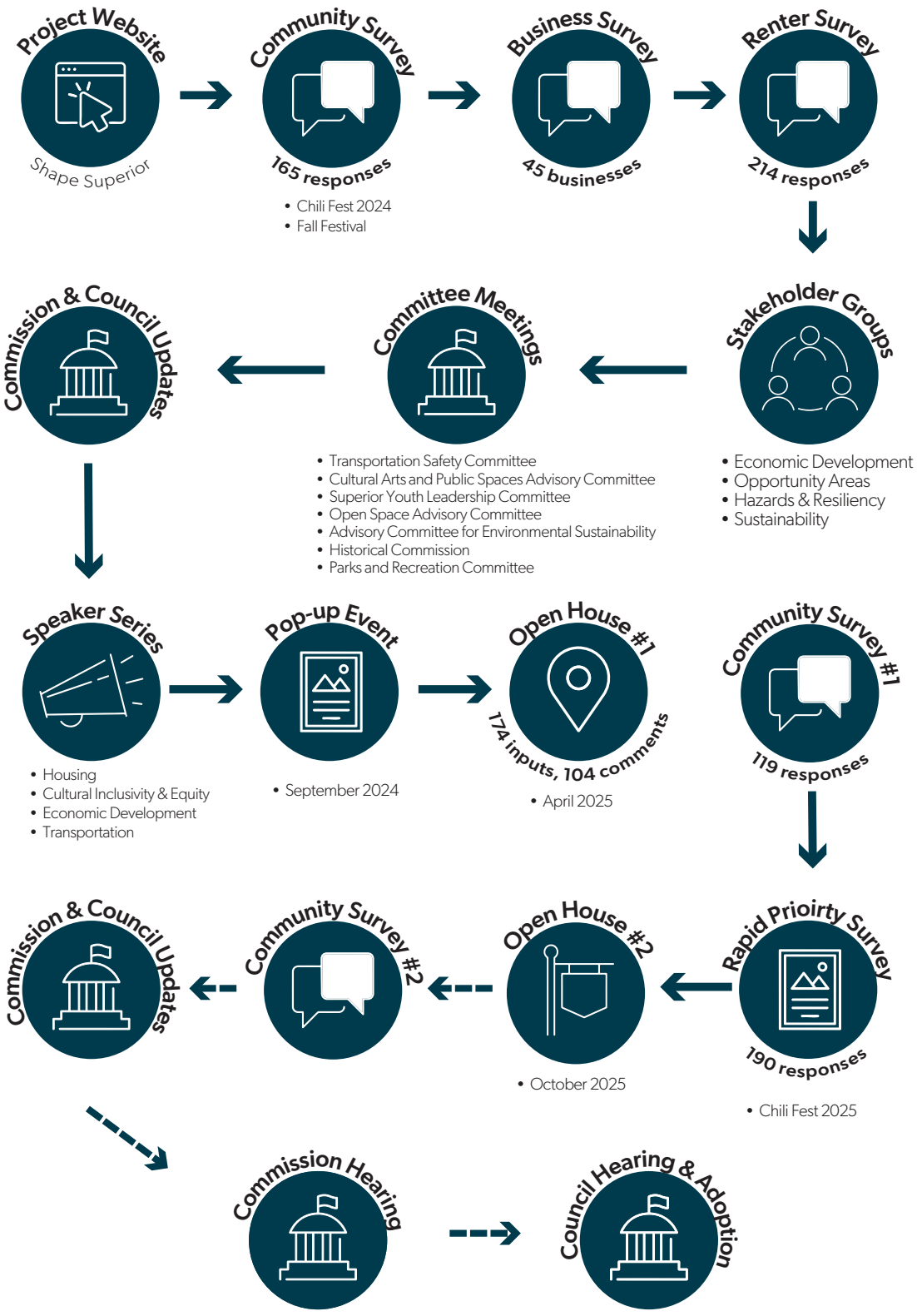



# VISION & VALUES


Town of Superior
superiorcolorado.gov

# Community Outreach

The community engagement process for this Comprehensive Plan combined in-person meetings, online activities, and strategies to "meet people where they are." Below is a breakdown of the process.



# Superior's Themes for the Future

**Love for Superior is Rooted in Nature, Character, and Community**
Residents deeply value the town's open space, parks, trails, and natural beauty, alongside its community character defined as safe, walkable, and engaged. Most intend to stay long-term, indicating strong satisfaction with the town's livability.

**Strong Desire for Balanced and Thoughtful Growth**
While residents welcome more restaurants, retail, and local businesses, they are also concerned about the pace and impact of development. There's a call to balance growth with preservation of natural spaces, historic sites, and community feel.

**Transportation and Walkability are High Priorities**
Residents emphasized building on what already makes Superior's transportation network great, including walkability and trails, but also filling gaps where needed such as first/last mile transit connections.

**Housing Needs More Diversity and Affordability**
There is a strong preference for single-family homes, yet also significant interest in townhomes and smaller housing options. A major concern is the lack of affordable housing, especially for seniors, empty-nesters, young families, and the local workforce.

**Local Businesses Need Support to Thrive**
Superior's businesses report moderate success but face high leasing costs, staffing challenges, and a lack of resources for small businesses. There is a shared interest in sustainability, new business ideas, and more cultural attractions.

**Arts and Culture are Emerging Priorities**
Residents support incorporating art into new development, and there's strong interest in making Superior an arts and cultural destination through music venues, festivals, and art installations that enhance community identity.

**Sustainability and Inclusivity Must Guide Future Planning**
Environmental sustainability—including climate adaptation and water use—is a core concern. Residents want consideration for wildlife, traffic Mitigation, cultural diversity and an inclusive community, and to coordinate regionally for broader impact.

## Website

A project webpage on Shape Superior was launched in August 2024 and remained active throughout the duration of the project. This website provided a landing page for community members to find information and updates on project progress, along with numerous online engagement tools for the community to provide input on elements of the Plan.

## Community Surveys

Three community surveys were conducted, primarily at the beginning of the engagement process. The purpose of online surveys is to get an initial understanding about what is important to stakeholders and what kind of questions to ask further down the road. The results were also used to inform initial recommendations that were then later evaluated in the open house events. Complete responses to each of the surveys can be found in **Appendix A-C**.




### Comprehensive and Transportation Plan Survey

The first community survey was open from September 7 to October 11, 2024, and received **165 responses**. It included multiple-choice, ranking, and open-ended questions designed to gather a range of community input. Participants were asked what they liked and disliked about the town, what priorities should be emphasized moving forward, and how they envisioned Superior's future. The survey was promoted through social media, email newsletters, and printed postcards and flyers distributed at community events.

### Renter Survey

A smaller, more targeted survey was distributed to gain more feedback from renters in Superior, who were an underrepresented demographic in the initial survey. This survey was mailed to addresses of known renters in the community, receiving **214 responses**, giving the project team a better idea of what was important to this group of residents.

### Business Survey

An additional targeted survey was then conducted with local businesses in Superior to understand the market conditions and priorities for those doing business in town. This was administered using a door-to-door interview process with Town staff and local business owners/representatives. A total of **45 businesses** were represented in this survey.

## Pop-up Events

Pop-up events were used to provide information about the plan update, facilitate one-on-one conversations with the public, and to advertise the community surveys and open houses.

The first pop-up event took place during the Town's Chili Fest on September 7, 2024, and included an engagement activity in the form of a map pinning exercise. Participants were asked to write their comments or concerns on a sticky note and then place them on the map. A similar pop-up event was held during Plaza Palooza on September 21, 2024. A third pop-up event was held at the Town's Chili Fest event the following year on September 6, 2025. Like the first event, staff provided a table presence to collect feedback on the community's priorities for Town investments.





## Stakeholder Interviews

A series of stakeholder interviews were conducted between October 2024 and March 2025 with property owners of this Plan's identified Opportunity Areas. The purpose was to understand the property owners' goals and motivations as well as gain a better understanding of the history of each site and its specific nuances. The project team remained in contact with the property owners throughout the planning process to provide them with updates on community input.

An additional focus group was held regarding Hazards and Resiliency, which included stakeholders from the Town of Superior, Fire Department, Police, Utility providers, Boulder County Disaster Management, Boulder County Sheriff, and consultants from Cushing Terrell and Lotus Sustainability.

## Speaker Series

Four speaker series events were held in May 2025 on Wednesday and Thursday evenings. The purpose of this engagement strategy was to convene a panel of subject matter experts on complex topics being addressed in the comprehensive plan, ask them a set of prepared questions, and let community members ask questions and hold discussions. This helps people understand the complexity and tradeoffs of these issues. The Series was recorded and posted on the project webpage and Town of Superior YouTube channel so that residents who couldn't attend could still watch them and get informed. The topics covered included:



## Open House Events

Two in-person open house and two virtual open houses were held during the planning process. The virtual format mirrored the in-person materials but offered an online feedback method for those unable to attend in person. Online participants could view the material and leave comments in a survey open for a month after the in-person event. Complete feedback from the open house events can be found in **Appendix A**.

The first open house was in April 2025. The in-person event drew **61 participants**, and the virtual format received **119 participants** for a total of **180 attendees**. Material featured informational boards presenting findings from the existing conditions assessment, survey results, and a draft Future Land Use Map. The project team gathered community feedback on preliminary plan elements, including Opportunity Area land uses, community values and goals, and transportation network recommendations.

The second open house was in October 2025. The in-person event drew **36 participants**, and the virtual format received **313 participants** for a total of **349 attendees**. Material featured draft plan elements including Opportunity Area Scenarios and Community Priorities. The Community Priorities board included popular answers from the third pop-up event at Chili Fest to further refine what elements the plan should focus on.





## Advisory Committee Meetings

The project team met with the following groups at major milestones throughout the process to ensure the plan reflected shared interests and identified potential partnership opportunities.

- Advisory Committee for Environmental Sustainability (ACES)
- Cultural Arts and Public Spaces Advisory Committee (CAPS)
- Historical Commission (HC)
- Open Space Advisory Committee (OSAC)
- Parks and Recreation Advisory Committee (PARC)
- Superior Youth Leadership Council (SYLC)

## Planning Commission Updates

Five consultant-led Planning Commission updates were held throughout the process, during which the project team presented results from key milestones and events, including online surveys, open houses, and draft planning elements like the Future Land Use Map and Opportunity Areas.

## Town Council Updates

The project team presented to Town Council three times to update them on community engagement efforts as well, existing conditions findings, and draft plan elements.

# Community Vision





## A Community for All

**Superior is a vibrant, inclusive community where all people are valued, diversity is celebrated, and both residents and businesses are empowered to shape their shared future.**





# What S H A P E s Superior?

## S - Superior's Distinct Town Character

Residents, visitors, and employees enjoy the unique charm of a community-oriented Town that is safe, welcoming, accessible, and rooted in its local environment.

## H - Healthy & Accessible Environment

Superior supports the relationship between personal and environmental health and promotes freedom of movement for the enjoyment of all people, striving to create a more verdant and inclusive community.

## A - Active & Connected Neighborhoods

The unique and interconnected nature of Superior's neighborhoods strengthens the community, fostering greater vibrancy and resilience.

## P - Prepared & Resilient Community

Superior is a community that thrives in the face of adversity, capable of mitgating the risk of, adapting to, and recovering from challenges such as natural disasters, economic shifts, and social disruptions.

## E - Economic Vibrancy

Superior fosters a dynamic economy that supports a thriving community, ensures long-term fiscal sustainability, and provides equitable opportunities for residents and businesses.

These icons will appear throughout the plan to highlight how specific goals, policies, and actions are shaping Superior!



## S - Superior's Distinct Town Character





**Key Impacts**
1. Civic Pride
2. Cohesive Design
3. Sense of Community

## H - Healthy & Accessible Environment





**Key Impacts**
1. Ease of Movement
2. Connection to Nature
3. Opportunities for Play

## A - Active & Connected Neighborhoods





**Key Impacts**
1. Health Benefits
2. Improved Mobility
3. Community Connections

## P - Prepared & Resilient Community






**Key Impacts**
1. Adaptability
2. Improved Hazard Mitigation & Recovery
3. Strong Town Systems

## E - Economic Vibrancy






**Key Impacts**
1. Business Attraction
2. Stable Revenue
3. Workforce Retention



# LAND USE



# Background

## Existing Conditions Highlights

**One of Superior's defining features is its Park and Open Space network.**

The Town's Park and Open Space network accounts for 39% of all land use in town. This includes both large properties, such as Coyote Ridge and Verhey/Lastoka, as well as undesignated open spaces throughout the town, primarily in Rock Creek Ranch.

**Superior neighborhoods are largely developed and stable, however, there are key locations for potential development or redevelopment.**

Seven areas have been identified as "Opportunity Areas", or areas where there is the potential for thoughtful growth and development. Some of these areas have carried over from the prior comprehensive plan while others are new opportunities. Zaharias, Town 15, and Resolute are vacant land while Superior Marketplace, Original Town, and Discovery Office Park would be infill/redevelopment oriented. Additionally, the 76th Street & Guardian Property is currently in unincorporated Boulder County and will require annexation. Each of these sites have the potential to support the town's overall goals and therefore their planning is especially important.



## There are vacancies in Downtown Superior, mostly in commercial/ retail spaces. The Town is actively working to lease these spaces.

This offers opportunities to fill different market gaps in commercial offerings and housing types. As of November 2025, the following are available for lease in Downtown Superior:

**12 Live/Work Units**

**67,894 square feet of retail space**

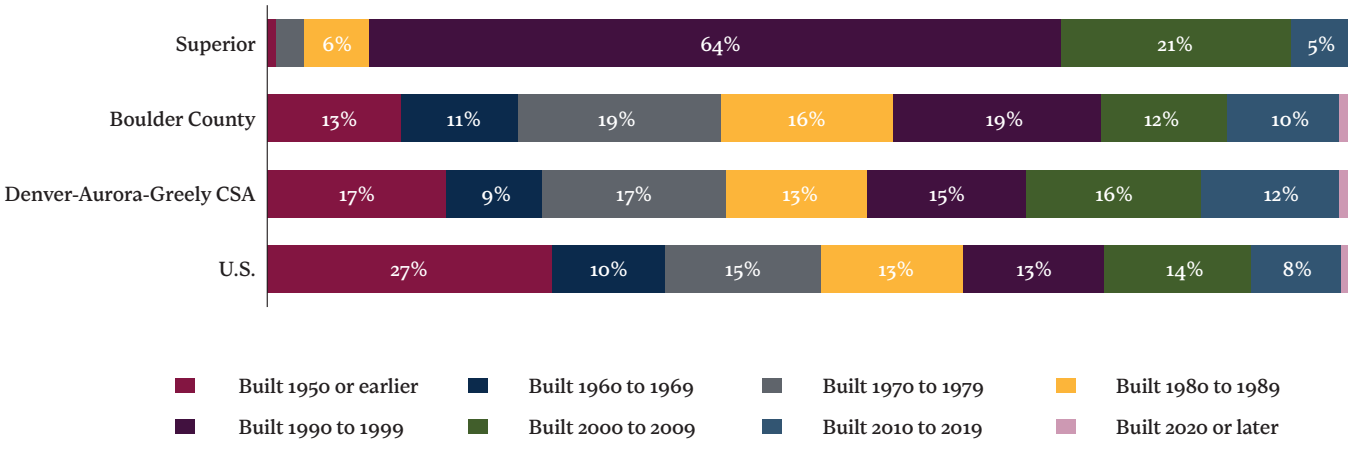
**16,027 square feet of restaurant space**

Development plans have now been approved for the remaining vacant parcels in Downtown Superior, including most recently Blocks 2 and 5.

## Superior is still a relatively young community.

Most of Superior's housing (85%) was constructed in the 1990s and 2000s. Many homes built prior to this era were destroyed in Original Town as a result of the Marshall Fire. However, many homes have been rebuilt, contributing to an influx of new housing development in the last five years. This wave of rebuilding in combination with Downtown Superior's denser development has the potential to reshape the community and contribute positively to its future.

**Figure 3:** Housing by Year Built




*Source: US Census Bureau 5-Year ACS (Table DP04).*

**Since 2020, approximately 1095 housing units have been added in Superior (factoring in the MF and the units completed in DTS prior to 2020), which is about 19% of the total housing stock in 2025 (5,855).*

## Community Input

A strong sense of community character is a core value shared by Superior residents and was cited as the top reason people choose to live, work, and play in the town—across all demographics. There were varying levels of support for growth in some areas including mixed uses, medium density housing, and commercial, among others. There is also a desire among residents to maintain and enhance the Town's parks, open space, and recreation uses. The top community priority for land use was to create a healthy balance of land uses for quality of life and ensure fiscal sustainability of the Town.

> **Focus on keeping its character and high standards for clean neighborhoods, schools, and gathering areas/parks.**

> **We need affordable places for a diverse population to live, all with close proximity to amenities, bike trails, and transit.**

# Future Land Use

## Future Land Use Categories

Future land use categories identified on the next few pages are intended to be used with the Future Land Use Map and select goals, policies, and actions.

### Range of Density/Size

This column refers to typical lot sizes and intensities of development desired within a future land use designation. Residential densities are expressed in terms of dwelling units per acre (du/ac). Non-residential densities are expressed in terms of floor area ratios (FARs).

### Uses

This column defines the range of uses desirable within each land use designation. In land use categories where a wide range of uses is typical, uses are grouped in two types: primary uses and supporting uses. This distinction is intended to guide future decisions regarding the distribution of uses in new development or redevelopment to ensure it is consistent with established land use patterns and the intent of this Plan. Most supporting uses such as parks, open space, and schools, are distinguished from primary uses on the Future Land Use Map.

### Characteristics

Key features of each future land use designation are noted in this column. This section also generally defines where in Superior the applicable land use exists today and where it will be encouraged in the future.

## Single Unit Residential - Attached



### Uses

**Primary:** Attached, single-unit dwellings on smaller lots; attached units (duplexes, patio homes, triplexes, townhomes)
**Supporting:** Parks, recreational facilities, schools, places of worship, and other community uses.

### Characteristics

Mix of medium density housing types in a neighborhood setting. Integrated parks, open space, and trails network unifies the neighborhood and provides linkages to other areas of the community. Examples include Downtown Superior Townhomes, The Ridge, The Summit, Resolute, Lantern's Lane, and part of Calmante.

### Range of Density/Size

6-12 du/ac.

## Single Unit Residential - Detached



### Uses

**Primary:** Detached, single-unit dwellings
**Supporting:** Parks, recreational facilities, schools, places of worship, and other community uses

### Characteristics

Low density housing types in a neighborhood setting. Integrated parks, open space, and trails network unifies the neighborhood and provides linkages to other areas of the community. Pattern is typical of many established areas of Rock Creek Ranch and Original Superior

### Range of Density/Size

2-6 du/ac.

## Multi-Unit Residential



### Uses

Attached multi-unit apartment, multi-plex, condominium style residential.

### Characteristics

Mix of medium to higher density housing types in a neighborhood setting. Integrated parks, open space, and trails network unify the neighborhood and provide linkages to other areas of the community and town. Pattern is typical of Bell Flatirons, Origin Garden Apartments on blocks 6 & 7 in Downtown, or Saddlebrooke.

### Range of Density/Size

15-25 du/acre

## Mixed Use (with residential)



### Uses

Varies by location. Refer to opportunity area policies for individual sites to determine preferred mix of uses.

### Characteristics

May include a mix of two or more land uses, generally commercial/office with medium to high density residential. This is typical of the Mixed-Use buildings in Downtown Superior on Main Street.

### Range of Density/Size

Varies by location. Refer to Opportunity Area policies for individual sites to determine preferred mix of uses.

## Commercial



### Uses

Supermarkets, restaurants, dry cleaners, drugstores, gas stations, smaller specialty shops, retail and health services, and professional and business offices.

### Characteristics

Mix of retail, commercial services, and limited employment uses in a concentrated and unified center. Includes both regional and community-oriented centers. High density residential uses may also be considered in Superior Marketplace, where transit access and changing market conditions may present targeted infill or redevelopment opportunities in the future.

### Range of Density/Size

Varies from 5 acres to more than 40 acres. FARs range from 0.25 to 0.75

## Office



### Uses

High quality employment facilities, such as corporate office headquarters, medical offices, research and development, and educational facilities in a planned, campus-type setting.

### Characteristics

Activities typically take place indoors and outdoor storage or other more manufacturing oriented uses are not permitted. May include smaller office complexes consisting of a single building or several buildings that are not located within a typical office park setting.

### Range of Density/Size

Typical lot size varies FARs vary but generally do not exceed 1.0

## Civic



### Uses

Government offices, schools, community centers, fire stations, libraries, cemeteries, and places of worship – also includes facilities needed for essential public services such as electrical substation, water and wastewater facilities, and other industrial uses.

### Characteristics

Provided by the Town, special districts, or by a quasi-public organization.

### Range of Density/Size

N/A

## Light Industrial



### Uses

Light manufacturing, industrial processing, and storage, in addition to some service commercial uses.

### Characteristics

Activities generally take place indoors, and outdoor storage or other higher intensity industrial types of uses, if permitted, should be screened from residential neighborhoods and public rights-of-way. Industries producing hazardous waste, odor, or other pollutants are not permitted.

### Range of Density/Size

Typical lot size of over 10,000 square feet FARs generally do not exceed 0.5

## Developed Park



### Uses

Primary: Active and passive recreational uses such as playgrounds, sports fields, picnic areas.

### Characteristics

Maintenance of these areas is a major differentiating characteristic between Park & Open Space. Park areas are irrigated with mowed lawn areas and include programmed spaces. Examples include Founders, Central Park, and Pirate Park.

### Range of Density/Size

N/A

## Open Space



### Uses

Protection of natural resources, views, wildlife or plant habitat, wetlands, stream corridors, and other natural features.

### Characteristics

Public, Town owned areas with minimal human activity and access. Examples include Coyote Ridge and Oerman-Roche.

### Range of Density/Size

N/A

## Private Circulation and Green space



### Uses

Active and passive recreational uses such as playgrounds, sports fields, picnic areas, as well as circulation and drainage.

### Characteristics

Areas typically within PD for circulation of vehicles, pedestrians as well as private parks. Examples include Downtown alley-ways, parks in Rogers Farm and the Ridge, private drives in the Summit.

### Range of Density/Size

N/A

## Reservoirs, Ponds, & Water Detention Areas



### Uses

Flood control, stormwater management, provide drinking/irrigation water, supporting wildlife habitat, and providing recreation opportunities.

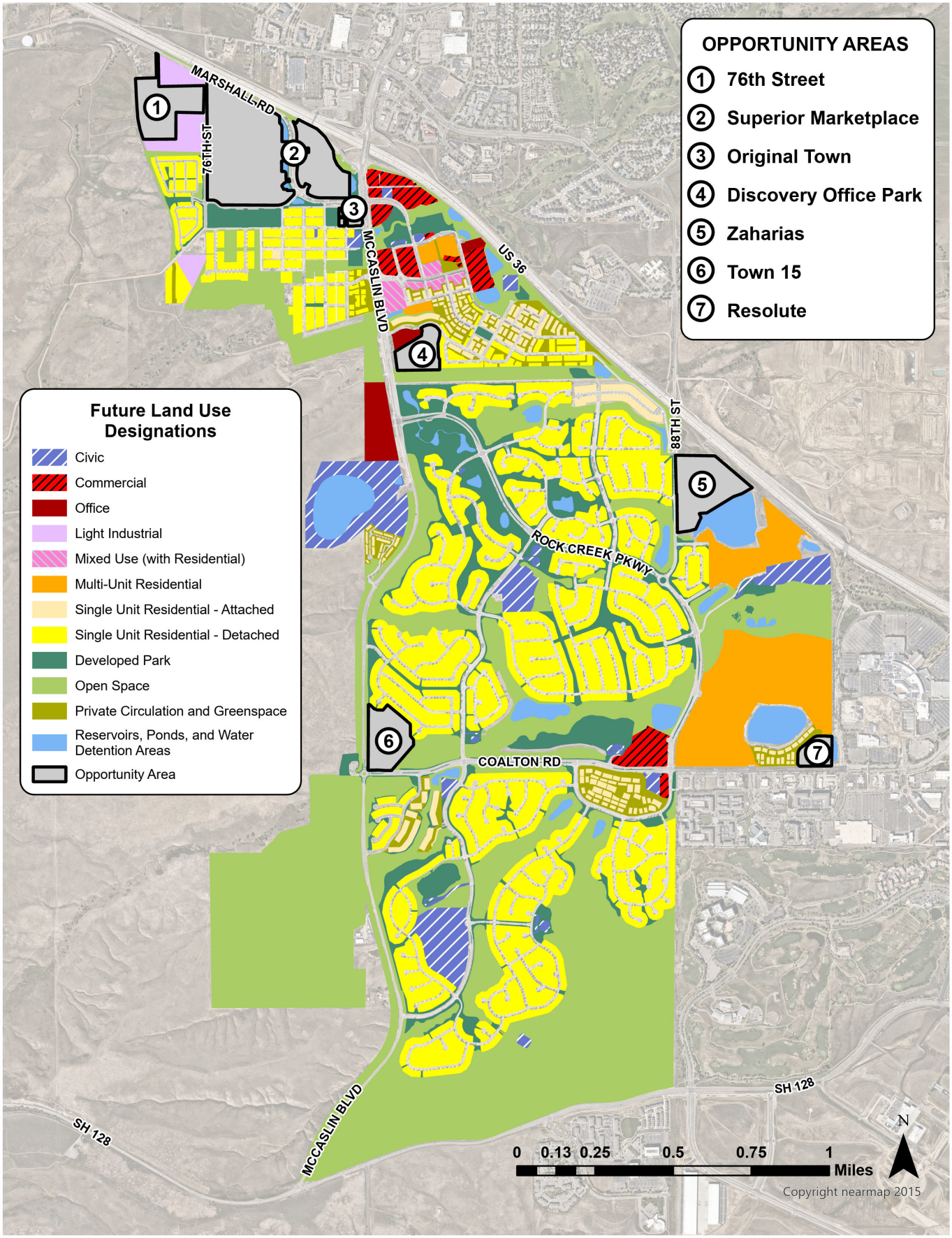
### Characteristics

Private and publicly owned. Examples include Hodgson-Harris Reservoir, Autrey Reservoir, and the Terminal Reservoir.

### Range of Density/Size

N/A

**Figure 4:** Town of Superior Future Land Use Map




*Source: Town of Superior, GIS*

# Opportunity Areas

Seven opportunity areas are identified on the Future Land Use Map, representing places that have been identified as critical for strategic planning to ensure their development is in the best interest of the community as a whole. Each Opportunity Area was looked at carefully to consider the highest and best use of the property, its role in the greater land use and economic fabric of the Town, and the desire of residents for its future use. The envisioned land use concepts are meant to direct development that is most promising to each Opportunity Area.


1 **76th St & Guardian Property** ..... 54

2 **Superior Marketplace** ..... 56

3 **Original Town** ..... 58

4 **Discovery** ..... 60

5 **Zaharias** ..... 62

6 **Town 15** ..... 64

7 **Resolute** ..... 66




# 76th St & Guardian Property

The 76th Street & Guardian Opportunity Area is mostly vacant land, consisting of 4 parcels on 23 acres. The property is currently in unincorporated Boulder County, directly adjacent to a property occupied by storage units, Guardian Storage. As of Fall 2025, Guardian Storage was approved to expand their flex industrial uses to the south on a 4.57 acre parcel. The 2012 Comprehensive Plan envisioned this property as Light Industrial or Flex space, with the potential for Medium Density Residential.

## Community Input

At Open House #1, there was support for "Put affordable housing near Costco/Target. It's convenient to transportation." Other supported uses included light industrial (between 1 and 2 stories), mixed-use development, 3 story apartments, and 2-story apartments. At Open House #2, support was for medium density multifamily units, low density multifamily units, and no scenario/development.

## Opportunities

- Continue to build on the approved Guardian Storage expansion and annexation
- Site has proximity to the Superior Marketplace and strong vehicular and pedestrian connections to support potential housing
- Potential for trail connection to open space
- Missing middle housing

## Constraints

- Existing pond and drainage swale will require mitigation with development
- Adjacent uses will require a buffer/transition between residential zones
- No existing pedestrian or bicycle connections
- Wildfire risk (property is in the Wildland Urban Interface)

## Policy Connections

- H 1.3: Support missing middle housing
- H 2.1: Promote senior housing
- H2: Promote affordable housing
- PROS 1.1: Preserve open space

## Transportation Impacts

To provide adequate capacity for the anticipated area development (including projected growth at Superior Marketplace), the Marshall Rd and McCaslin Blvd will need to add a fifth eastbound approach lane and free right, with removal of the existing signal split-phase operation. This project is budgeted and planned for 2026. In addition, the 76th Street roadway south of Marshall Road will need to be completed, including curb, gutter, bike lanes, and sidewalks (see **2025 Superior Transportation Plan** p.49).

# Built Form

## Block Pattern



**Grid/ Modified Grid**

## Recommended Density

- 6-25 du/acre
- Up to two-story light industrial

## Recommended Parcel Size




## Transit

- Pedestrian & bike connection to RTD Park-n-ride (1/2 mi)

## Parking

- Surface
- Garage

## Land Use

**Primary**
- Light Industrial
- Single unit attached to multi unit residential

**Supporting**
- Retail

**Applicable Zone Districts**
- I-L
- R-M

*Medium Density Residential*

*Light Industrial*




## Community Space

**Open Space**
- Look to Open Space & Trails Master Plan

**Trails**
- Look to Open Space & Trails Master Plan
- Connection to US 36 Bikeway (across Marshall Rd)
- Connect to existing sidewalks south of Founders Park

## Examples






# Superior Marketplace

Superior Marketplace is a shopping center in northwest Superior, consisting of 21 parcels on 86 acres. It was developed under Urban Renewal, originally approved in 1998. Generally, with the exception of a few pad sites, it matches what was originally approved, with some minor amendments over the years. Costco, Target, and Whole Foods have remained in place throughout, with most other smaller tenants turning over since original development. The site is bifurcated by Marshall Rd, or State Highway 170 (owned by CDOT), with the remainder of the internal network being private drives. There is convenient access to a RTD Park-n-Ride with connections within Superior and the Region, as well as connectivity to the US 36 Bikeway.

The Town realizes the majority of its sales tax revenue from this site, therefore its future viability is critical to the Town's finances. There is one undeveloped pad site, and acres of underutilized parking. The 2012 Comprehensive Plan envisioned high density residential development as infill and redevelopment opportunities in the Marketplace.

## Community Input

At Open House #1, there was support for "Put affordable housing near Costco/Target. It's convenient to transportation." Other supported uses included light industrial (between 1 and 2 stories), mixed-use development, 3 story apartments, and 2-story apartments. At Open House #2, support was for medium density multifamily units, low density multifamily units, and no scenario/development. What we heard during this planning process was similar to what was heard in the NW Superior Subarea Plan for Superior Marketplace.

## Opportunities

- Proximity to retail, Downtown, and major corridors can support dense, mixed-use development.
- Access to shopping and public transportation can provide a strong opportunity to support affordable housing.
- Mixed uses can provide diversity to office and commercial uses.
- Strong and established pedestrian infrastructure can support non-vehicular mobility.

## Constraints

- As a commercially dominant site, it relies on local and regional visitors to support activity.
- Redevelopment may have to navigate maintaining access to existing retail during construction, which may require phased delivery.
- Current retail vacancies in the Superior Marketplace and Downtown would be prioritized over new development.

## Policy Connections

- ED 1.1: Maximize sales tax revenue
- LU 1.1: Encourage mixed-use development
- H2: Encourage affordable housing
- T 2.2: Promote transit-oriented development at the RTD Park-n-ride
- S 5.2: Reduce single occupancy vehicle trips

## Transportation Impacts

To provide adequate capacity for the anticipated area development (including projected growth at development at 76th St), the Marshall Rd and McCaslin Blvd will need to add a fifth eastbound approach lane and free right, with removal of the existing signal split-phase operation. This project is budgeted and planned for 2026 (see **2025 Superior Transportation Plan** p.49).

# Built Form

## Block Pattern



**Grid**

## Recommended Density

- Multi-unit: 25-40 du/acre




## Recommended Parcel Size




## Transit

- Pedestrian connections to RTD Park-n-ride

## Parking

- Mix of structured and surface parking

## Land Use

**Primary**
- Multi unit residential
- Mixed Use Commercial/Residential

**Supporting**
- Commercial

**Applicable Zone Districts**
- M-U
- R-M

## Community Space

**Open Space**
- Private Open Space

**Trails**
- Connection to US 36 Bikeway
- Pedestrian connections within Marketplace development to commercial

## Examples





# Original Town

The Original Town Opportunity Area is on McCaslin Boulevard between Marshall Road and Coal Creek Drive, consisting of 8 parcels on 2.5 acres. Its existing land uses are commercial and vacant. The 2012 Comprehensive Plan envisioned a mix of medium density residential and office.

## Community Input

Open House #1 participants preferred housing (both attached and detached residential), office, and commercial uses. One participant mentioned "this seems like a great place to add more housing as it's a natural extension of the houses already there." At Open House #2, the most popular future use selected was medium density mixed-use with neighborhood commercial, and participants also selected higher density mixed-use and no scenario/development.

## Opportunities

- Infill opportunity supporting the rebuilding of Original Town
- Develop neighborhood-serving commercial or mixed-use that will complement Downtown and the Marketplace
- Strong pedestrian and trail connections to parks and Downtown
- Potential for affordable, smaller-scale commercial opportunities

## Constraints

- Site may require rezoning
- Site constraints may limit structure footprint along McCaslin
- Neighborhood sensitivity to maintaining Original Town residential character

## Policy Connections

- LU 1.1: Encourage mixed use development
- ED 2.1: Diversify businesses
- S3: Promote smart growth/infill
- T2: Connections to trails and transit

# Built Form

## Block Pattern



**Grid**

## Recommended Density

- 6-15 du/acre

## Recommended Parcel Size




## Transit

- Three stops, approx. 1/4 mile

## Parking

- Surface
- Tuck-under or garage

## Land Use

**Primary**

- Mixed Use - commercial & residential
- Prioritize commercial along McCaslin

**Supporting**

- Office

**Applicable Zone Districts**

- M-U
- B-C




## Community Space

**Open Space**

- Primarily private open space

**Trails**

- Connection to Coal Creek Trail (to Downtown Superior)
- Connect to existing sidewalks

## Examples






# Discovery

The Discovery Opportunity Area is located at McCaslin Boulevard and Discovery Parkway, and consists of 5 parcels totaling 12.2 acres. The 2012 Comprehensive Plan envisioned this area to have a mix of uses to complement Downtown Superior, which could include office and commercial uses. Anecdotal information from property owners stated that over the years, leasing of the existing office/commercial spaces has been difficult, and there have been several attempts at making office uses work on the site that have fallen through.

## Community Input

Open House #1 participants preferred residential uses (townhomes or multifamily apartments), office, commercial, and mixed-use developments, among others. One participant mentioned "Accessible housing – homes where people can affordably age in place." At Open House #2, preferences included townhomes with office, no scenario/development, and multifamily apartments with mixed use.

## Opportunities

- Adjacent residential development and proximity to Downtown provide strong support for housing with nearby amenities
- Small-scale office could provide diversity for potential tenants
- Mixed uses enable development that complements Downtown
- Strong trail connection along south side of site and across McCaslin
- Missing middle housing

## Constraints

- Historically, office and commercial uses have been challenging to deliver on the site
- Site topography, existing wetland, and drainage will require mitigation
- Direct access to the site from McCaslin would require streetscape and parkway improvement

## Policy Connections

- H 1.3: Support missing middle housing
- H 3.1: Support senior housing
- LU 2: Continue to cultivate Downtown Superior
- S 5.2: Reduce single occupancy vehicle trips

# Built Form

## Block Pattern



**Curvilinear**

## Recommended Density

- 6-25 du/acre

## Recommended Parcel Size



*Small* *Large*

## Transit

- Approx. 1/4 mile to stop (Main & Gateway Dr)

## Parking

- Surface
- Garage

## Land Use

**Primary**

- Single unit attached to multi unit residential
- Office (prioritize along Discovery Pkwy)

**Supporting**

- Commercial

**Applicable Zone Districts**

- M-U
- R-M

*Residential* *Office*




## Community Space

**Open Space**

- In accordance with approved PD

**Trails**

- Connect to existing sidewalks, internal trails

## Examples





# Zaharias

The Zaharias Opportunity Area is just south of US 36 on 88th Street, and is one vacant, 23 acre parcel. The site was originally zoned for commercial use when there was a planned interchange with US 36 at 88th Street, which is no longer supported by CDOT. The 2012 Comprehensive Plan envisioned it being a mix of commercial, office, and medium density residential uses. However, since the US 36 interchange was abandoned, the viability of commercial uses on the property has decreased significantly.

## Community Input

At Open House #1, participants showed a preference for open space/parks, housing (both multifamily and townhomes), commercial, and office, among others. Participants at the second Open House preferred low density and medium density residential, commercial, and no scenario/development.

## Opportunities

- Large site that can accommodate a variety of residential densities and housing types
- Potential for senior housing
- Reservoir presents an opportunity for scenic views and open space
- Strong pedestrian connections beyond the site to broader trail network
- Location is close to local schools, which could support housing for families
- Missing middle housing

## Constraints

- Limited site access from S. 88th Street may cause potential traffic impacts
- Distance from major arterials may limit the feasibility of non-residential uses
- Existing drainage swales, site topography, and wildlife habitat will require mitigation.

### Policy Connections

- H 1.3: Support missing middle housing
- PROS 1.1: Preserve open space
- H 3.1: Promote senior housing
- T2: Connections to trails

### Transportation Impacts

To provide adequate capacity for the anticipated area development, the 88th Street/Promenade Drive/Zaharias Access intersection will need to be signalized to serve both the additional traffic that will be added from this development and the buildout traffic from the Downtown Superior development (see **2025 Superior Transportation Plan** p.49).

# Built Form

## Block Pattern



**Curvilinear**

## Recommended Density

- 6-25 du/acre

## Recommended Parcel Size




## Transit

- Multi-modal connections to Rock Creek Pkwy & 88th RTD Stop
- Note on traffic mitigation with proximity to school

## Parking

- Surface
- Attached Garages

## Land Use

**Primary**

- Single unit attached to multi unit residential

**Supporting**

- Clustered/Cottage Homes

**Applicable Zone Districts**

- R-M
- R-L




## Community Space

**Open Space**

- Large buffer around existing reservoir
- Look to OS/T MP for migration patterns

**Trails**

- Along northern portion of reservoir (public access)
- Connecting sidewalks along 88th St
- Protected bike lane being installed on 88th to the school (approx. from E Weldonna to Campus Dr)

## Examples





# Town 15

The Town 15 Opportunity Area is at the corner of McCaslin Boulevard and Coalton Road and is one vacant, 15-acre parcel. It's important to note that the Town 15 property is the only vacant property owned by the Town, which presents a unique opportunity to leverage Town-owned land for community benefit and fiscal sustainability. The 2012 Comprehensive Plan envisioned this property as commercial and office. Town 15 is currently zoned under the Rock Creek Ranch Planned Development with a Community Activity Center Designation intended to function as community service, social and cultural focal points, and have been located at positions central to several residential neighborhoods. The Town of Superior purchased the lot in 2014. At the time of purchase, the Town had identified the property as a strategic acquisition for future use and development, which would be determined by the Town in the future. In recent years, the lot has been used for overflow parking from Town events including Chili Fest at Community Park and Recycling programming. After the 2021 Marshall Fire, the lot was used as a FEMA relief site.

## Community Input

Participants at Open House #1 preferred parks/open space, recreation uses, no scenario/development, and housing. At Open House #2, in-person participants selected multi-purpose recreation fields and center, town offices, residential uses, and expressed support for open space. Online responses included no scenario/development, and multi-purpose recreation fields and center with small scale residential.

## Opportunities

- Large, flat site can share a mix of buildings and non-structured uses
- Critical opportunity to leverage Town-owned land for broader Town goals
- Strong connection to Coalton trailhead and surrounding neighborhood, supporting the recreation network and complementing uses. Opportunity to preserve open space.
- Could offer opportunity for affordable, missing middle, and senior housing

## Constraints

- Strong and differing perspectives from the public on the most appropriate use, with potential rezoning required
- Buffer areas for development with existing residential will be required to minimize impacts.
- Town development of facilities on this site will be expensive and may compromise the Town's goal to maintain fiscal sustainability.

## Policy Connections

- PROS 1.1: Preserve open space
- PROS 2: Provide spaces for recreation/programming
- H 1.3: Support missing middle housing
- H 3.1: Promote senior housing

# Built Form

## Block Pattern



**Modified Grid**

## Recommended Density

- 6-15 DU/acre
- Recreation facility - two stories

## Recommended Parcel Size

*Small* — *Large*

## Parking

- Surface
- Attached Garages

## Transit

- Closest transit, approx. 1 mile (Rock creek Pkwy & Coalton Rd)

## Land Use

**Primary**

- Recreation/Open Space

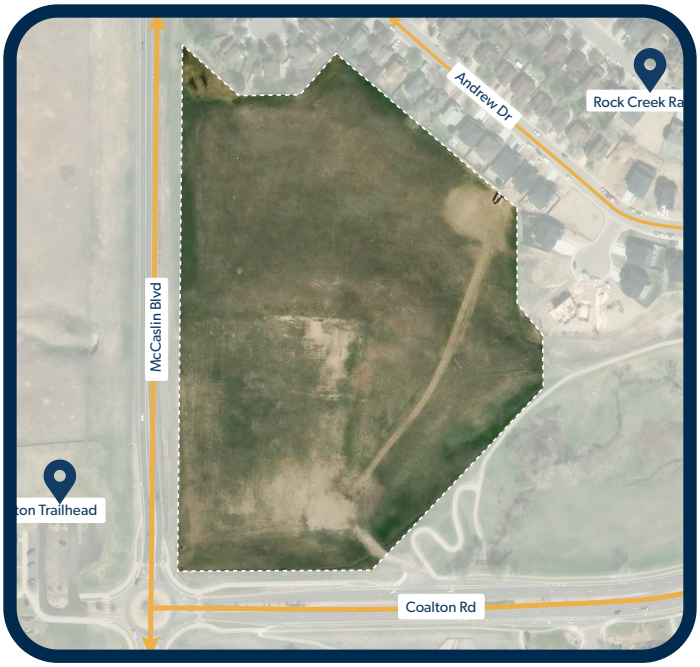
**Supporting**

- Single unit attached to multi unit residential
- Open Space
- Parks Space

**Related Zone Districts**

- M-U
- R-M

*Residential* *Recreation*




## Community Space

**Open Space**

- Buffer between neighborhood to the north and east
- Preserve wildlife corridor

**Trails**

- Connection to Rock Creek Trail
- Internal trails within the site

## Examples








# Resolute

The Resolute Opportunity Area is located near the intersection of Coalton Road and W Flatiron Crossing Drive, and consists of 5 parcels totaling 5.8 acres. It is currently vacant and designated as commercial in the Rock Creek Planned Development. The 2012 Comprehensive Plan envisioned this area as commercial, office, or retail uses, including a hotel.

## Community Input

At Open House #1, participants showed preference for a hotel, commercial uses, mixed-use (housing & commercial), and parks/open space. Participants at Open House #2 preferred medium density mixed use with hotel, high density mixed use with residential, and no scenario/ development.

## Opportunities

- Adjacent residences may support a combination of stores, offices, and integrated mixed-use.
- Proximity to a variety of uses and access to US-36 interchange can support hospitality use.
- Strong pedestrian connections and existing streetscape encourage walkability.
- Flatiron Crossing re-imagining will support future additional activity on the site.

## Constraints

- Existing drainage swale and pond will require buffering.
- Adjacency to Coalton Road and surrounding developments may require additional traffic mitigation.

## Policy Connections

- ED 1.2: Pursue lodging development
- H2: Promote affordable housing
- H 3.1: Promote senior housing
- T2: Connections to trails

# Built Form

## Block Pattern



**Modified Grid**

## Recommended Density

- 25-35 du/acre

## Recommended Parcel Size




## Transit

- Close proximity to multiple within 1/8 mile, along Coalton Rd

## Parking

- Mix of surface and structured

## Land Use

**Primary**

- Mixed use with hotel and commercial (multi unit residential)

**Supporting**

- Multi-unit Residential (as part of Mixed Use)

**Applicable Zone Districts**

- M-U
- R-M




## Community Space

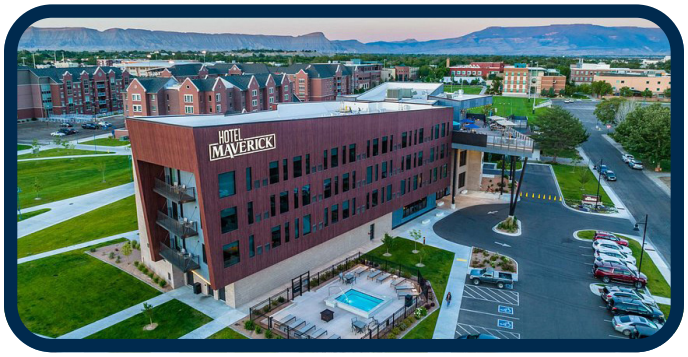
**Open Space**

- Buffer pond to the east

**Trails**

- Connect existing sidewalks through property
- Connection to greater trail network

## Examples






# Goals, Policies, & Actions

## Land Use Goal 1 S H A P E

*See Community Values on page 40*

**Foster a balanced mix of housing, employment, retail, and public spaces to keep Superior a thriving, fiscally sustainable, and inclusive community that serves the needs of all who live, work, and invest here.**

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **LU 1.1 Encourage mixed use development in economically underperforming locations to revitalize them.** | | | |
| Reduce or eliminate parking requirements for mixed use projects. | 2 | ST | N/A |
| Consider rezoning to support mixed-use development or redevelopment where appropriate. | 2 | ST | N/A |
| Consider adopting design standards for areas where mixed-use development or redevelopment is appropriate. | 2 | ST | ULI |
| **LU 1.2 Foster a balanced mix of land uses that includes residential, commercial, employment, recreational, and open space uses that meet community needs while reinforcing Superior's unique identity as a small town with access to regional amenities.** | | | |
| Consider the impact of homogeneous land uses on the greater community when reviewing applications for rezonings. | 1 | ON | ULI |

**Partner organizations are listed on **page 163***

## Land Use Goal 2 S H A P E

### Continue to cultivate Downtown Superior as a lively, walkable, mixed-use district that drives the Town's economy.

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **LU 2.1 Focus on finding and filling vacancies with residential and commercial tenants in Downtown Superior.** | | | |
| Continue to support prospective and established retail and entertainment tenants. | 1 | ON | SCC, COEDIT |
| Promote diverse retail businesses and entertainment venues to support vibrancy and resiliency in the Downtown economy. | 2 | ST | SCC, COEDIT, DCI(?) |
| Seek out and find new ways to attract businesses well-suited for the Downtown. | 1 | ST | SCC, COEDIT, DOLA |
| **LU 2.2 Continue hosting events and programs in Downtown Superior to activate its public realm.** | | | |
| Explore improving existing events downtown and pursuing ideas for new events that attract a variety of different people to Downtown Superior. | 2 | ST | CAPS, SCC |

## Land Use Goal 3 S H A P E

### Promote new development in Superior that builds on the Town's unique character - helping shape a livable, resilient community that will thrive for generations to come.

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **LU 3.1 Ensure the physical quality of new development meets the character and standard of other buildings in Superior.** | | | |
| Include standards for quality building design in the future development of Design Standards. | 1 | MT | ULI |

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **LU 3.2 Ensure new development connects various mobility options to adjacent areas for cohesive and easy access.** | | | |
| Update code requirements where necessary to ensure multi-modal connections are developed. | 1 | ST | CS |
| **LU 3.3 Ensure any new development benefits Superior's long-term fiscal sustainability.** | | | |
| Promote commercial and other sales tax generating uses in appropriate areas. | 1 | ON | SCC |
| Promote infill opportunities, mixed-use developments, and moderate density. | 1 | MT | N/A |
| **LU 3.4 Require open spaces in new developments enhance the existing park and open space network.** | | | |
| Establish clear Design Standards for new park and open space facilities | 3 | LT | OSAC |
| **LU 3.5 Promote local art and culture as activators of vibrant public spaces both in and outdoors.** | | | |
| Integrate art and historic preservation into new development projects. | 2 | ON | HC, CAPS |

## Land Use Goal 4




**Take a proactive approach to guiding Superior's future development - shaping its form and function while allowing space for innovation and market-driven creativity.**

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **LU 4.1 Follow the Future Land Use Map to ensure a balanced mix of uses.** | | | |
| Consider rezoning areas in accordance with the Future Land Use Map to promote and facilitate deliberate development. | 1 | MT/LT | N/A |
| **LU 4.2 Focus on land use activities and outcomes to provide flexibility for private development but ensure predictability for residents.** | | | |
| Update and adopt zoning designations and design standards to guide and promote future development that matches the Town's vision, values, and goals. | 1 | MT | N/A |

## Land Use Goal 5 S H A P E

**Transform bold ideas into meaningful places - bringing opportunity sites to life in ways that reflects the community's vision, values, and needs.**

| Goal/Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **LU 5.1 Take a proactive approach to working with property owners of opportunity sites to realize the community's vision while respecting private property rights.** | | | |
| Provide technical support to property owners for the development of their land. | 1 | ON | N/A |
| Consider expedited review or other incentives development for opportunity sites based on the Future Land Use Map. | 1 | ST | DOLA |

## Land Use Goal 6 S H A P E

**Streamline the land development process to make it simple, clear, and efficient for everyone involved.**

| Goal/Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **LU 6.1 Align land use regulations with the future land use map and this Plan's strategies.** | | | |
| Consider revisions to municipal code criteria for land use decisions. | 1 | LT | N/A |
| Consider rezoning properties in accordance with the Future Land Use Map when | 1 | ON | N/A |
| Use Future Land Use Map as primary consideration when rezoning application is brought to leadership. | 1 | ON | N/A |
| Consider overlay districts. | 3 | MT | N/A |
| **LU 6.2 Collaborate and foster strong partnerships with adjacent communities and regional agencies.** | | | |
| Inventory and monitor active IGA's between Superior and other entities. | 2 | ST | L, BR, BO |


COMMUNITY



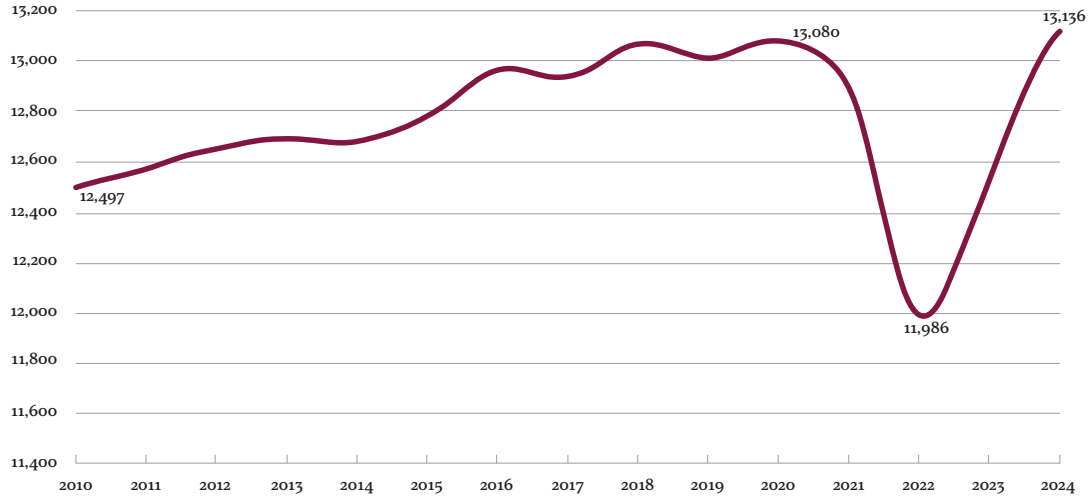
# Background

## Existing Conditions Highlights

### Superior can expect continued population growth.

The town's population remained relatively stable and small from its origins in the early 20th century until 1990, averaging a population of approximately 210 residents from 1910 to 1990. The population made a notable increase between 1990 and 2000, growing from 205 to 9,011 residents over the decade due to the development of  Rock Creek Ranch. More recently, the town's population declined following Marshall Fire on December 30, 2021.  However, as of the end of 2025, 75% of rebuilt homes have received a Certificate of Occupancy. The Town's population is projected to reach 15,337 by 2045, adding about 2,200 residents to its current population.

**Figure 5:** Recent Population Change 2010-2023




*Source: Colorado State Demography Office (DOLA)*

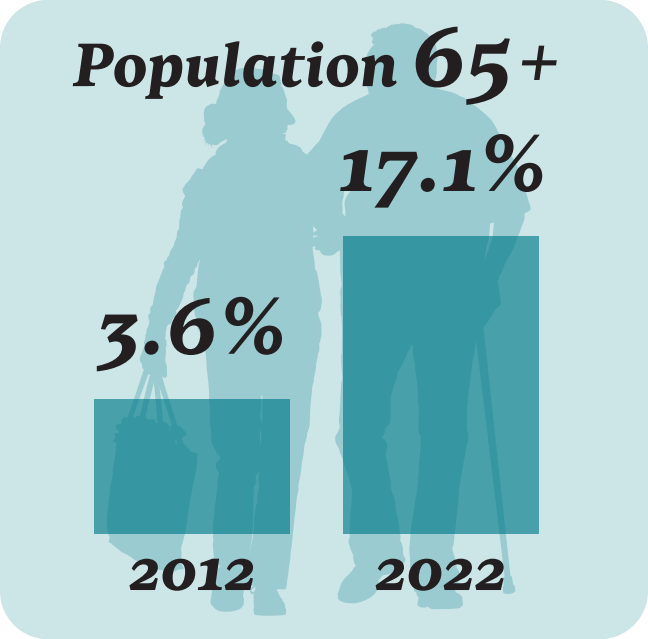
**Table 2:** Population Projections

| | 2024 | 2030 | 2040 | 2045 | 2024-2045 Growth |
|---|---|---|---|---|---|
| Population Porjections | 13,136 | 13,425 | 15,029 | 15,337 | 2,201 |

*Source: Denver Regional Council of Governments (DRCOG)*

## Superior's population is primarily families, with a smaller but growing number of older adults.

The Town has a higher share of married couple households (67.8%) and households with one or more people under the age of 18 years (47.8%) than comparison areas, which highlights that Superior has a concentration of young families with children. And although older adults only make up 17.1% of the current population, this is a dramatic increase from 3.6% just a decade ago.

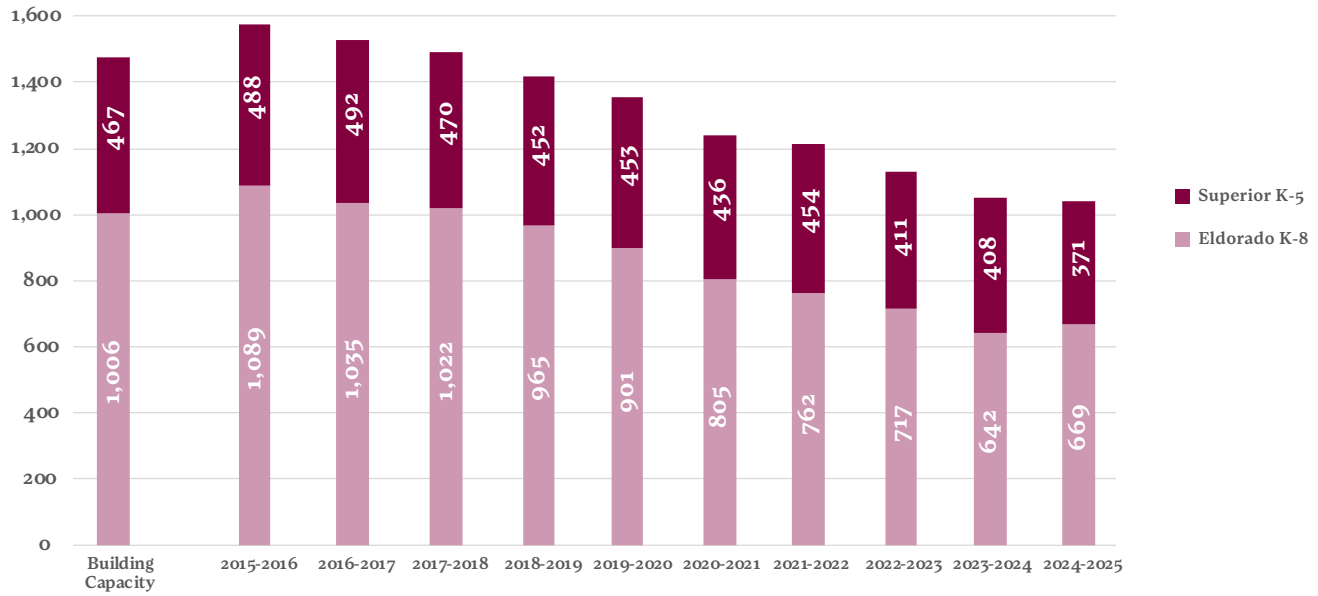



*Source: ACS 5-year estimates, 2022*

## The Town of Superior has seen an overall decline in school enrollment over the last three years across K-12 grades.

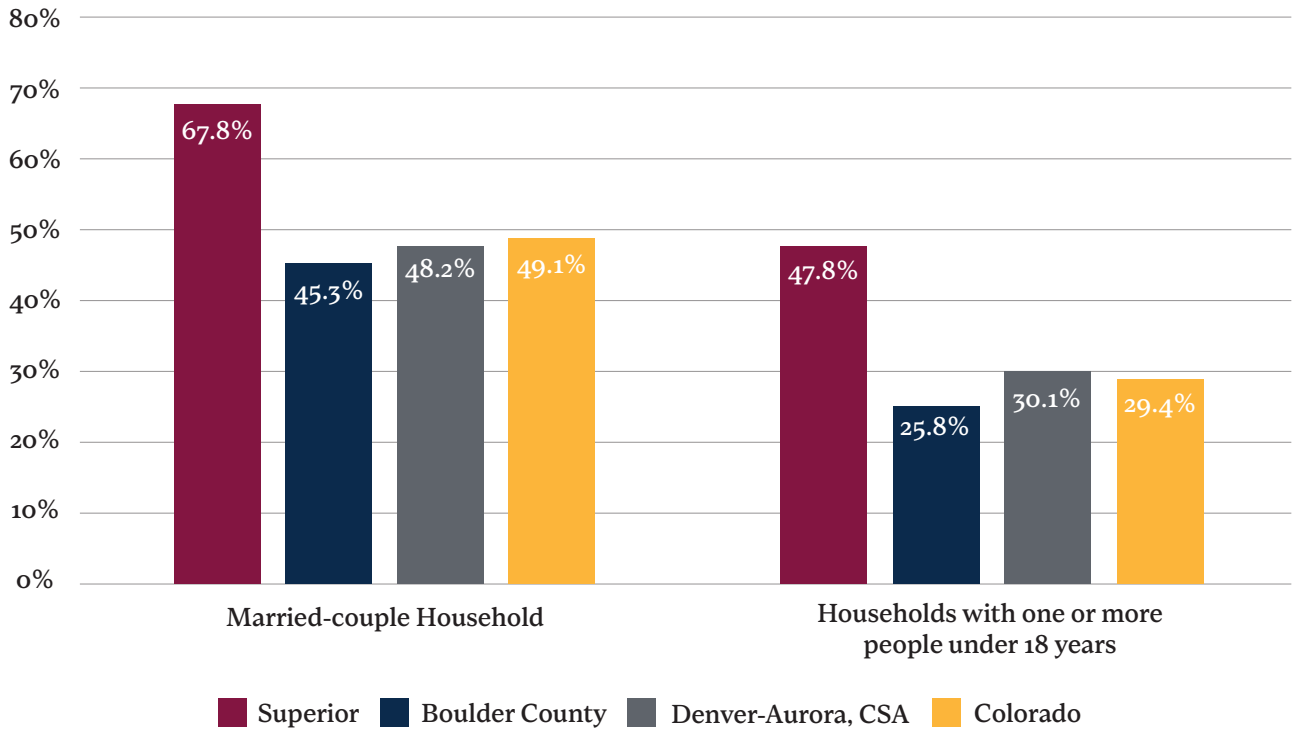
The population of school-aged children in general is declining, and this is likely due to the decreasing affordability and availability of housing for young families in Town.

**Figure 6:** Building Capacity v. Number of Neighborhood Student (by school year)




*Source: Boulder Valley School District*

**Figure 8:** Household Demographics, 2022

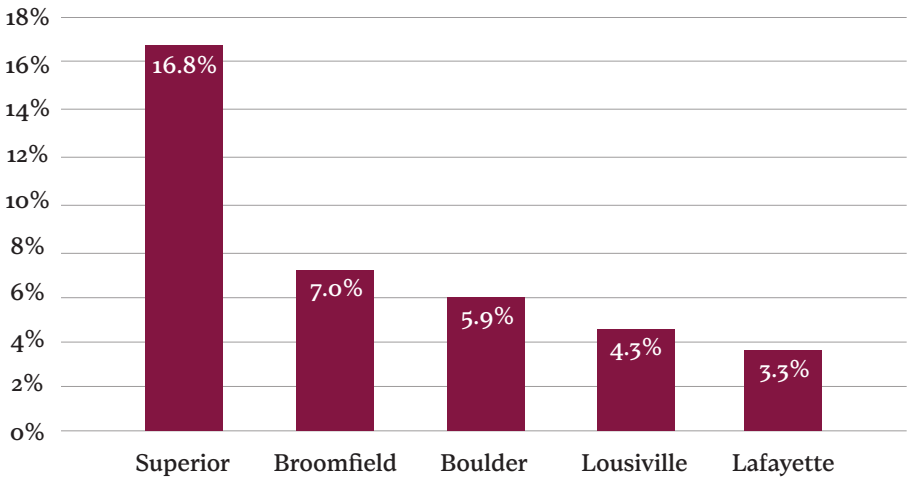



*Source: U.S. Census Bureau, ACS 5-Year Estimates 2022*

## Most of Superior's population identifies as White, but the town has grown more racially and ethnically diverse over the past decade.

Specifically, Asian populations are continuing to increase and represent a much larger share of the population than in neighboring communities.

**Figure 9:** Asian Population, 2022




*Source: U.S. Census Bureau, ACS 5-Year Estimates 2022*

## Community Input

Community gathering is a critical part of a healthy community such as Superior. Resident needs are informed by their diverse ages, races, identities, and lifestyles. By intentionally reaching out to less represented and emerging demographic groups, the Town can make decisions that better reflect its residents.

Both renter and Asian populations mentioned that community engagement and inclusion are top priorities for future decision making in the Fall 2024 survey. Younger survey respondents and the Superior Youth Leadership Committee (SYLC) Committee identified a lack of places for teenagers to convene and interest in better maintenance of the community pools and playgrounds. SYLC also expressed a desire to be more involved in certain Town decision-making processes that may impact the youth population. The growing older adult (over 65) population was more concerned with traffic safety, growth/development, and affordability.

At open houses, residents expressed a desire for more transparency and communication with how decisions are made and how they align with community values. A popular priority for residents when considering Community recommendations was investing in crime prevention measures.

> **There is a lack of teen enticing places to hang out, especially within walking/biking distance to the middle schools.**

> **Offering more before/after school care programs for grade school children.**

> **Providing more opportunities for intergenerational relationship building.**

# Goals, Policies, & Actions

## Community Goal 1 S H A P E

*See Community Values on page 40*

### Empower diverse voices and spark meaningful community involvement.

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **C 1.1 Explore strategies to increase participation from less represented demographics such as renters, ethnic minorities, children (under 18), and seniors (over 65).** | | | |
| Continue to monitor and track demographic information on Town-led initiatives. | 1 | ON | DOLA |
| Provide translated outreach materials when practicable. | 2 | ON | N/A |
| Improve target times, platforms, venues, and events that meet diverse populations where they are. | 1 | ON | CAPS, SYLC, SCC |
| **C 1.2 Explore methods of making engagement maximally convenient, meaningful, and fun.** | | | |
| Encourage the formation of social support groups. | 3 | ST | CAPS, SYLC, OSAC, PARC, ACES |
| Support regular, structured listening and feedback sessions – a time outside of official town meetings to hear from residents and engage collaboratively with staff and local officials. | 2 | ON | MVFR, BCSO, CAPS, SYLC, OSAC, PARC, ACES |
| Conduct educational workshops for residents to learn about urban planning, local government, and municipal finance. | 3 | MT | CAPS, SYLC, OSAC, PARC, ACES |

**Partner organizations are listed on **page 163***

## Community Goal 2 S H A P E

**Build strong, transparent connections between the Town and its residents, businesses, visitors, and partners—keeping everyone informed, involved, and inspired.**

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **C 2.1 Continue to provide regular updates and outreach about Town-led initiatives and events.** | | | |
| Continue to utilize Shape Superior and its online engagement tools. | 2 | ON | N/A |
| Continue to utilize e-blasts and social media posts to keep the public informed and engaged. | 2 | ON | N/A |
| **C 2.2 Continue to use and expand physical, digital, and social distribution channels to disseminate information.** | | | |
| Continue to improve the pages on the Town website to make all public-facing information optimally clear and accessible. | 2 | ON | N/A |
| Continue to provide prompt, considerate, professional responses to public inquiries. | 1 | ON | N/A |
| Ensure all communications methods are used effectively and efficiently. | 2 | ON | N/A |

## Community Goal 3 S H A P E

### Superior embraces its rich history and bright future - celebrating stories, traditions, and cultures that shape its unique identity.

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **C 3.1 Support events, festivals, pop-ups, and other activities to showcase residents' talents , interests, and cultures.** | | | |
| Continue to participate in and promote Chili Fest, Superior Summer Market, July 4th Celebration, outdoor concerts, and other events. | 1 | ON | CAPS |
| **C 3.2 Explore and celebrate the culture and history of Superior in ways that engage and resonate with the public.** | | | |
| Support the preservation of Grasso Park and Asti Park Historical Museum while finding ways to activate these public spaces. | 3 | MT | HC, CAPS |
| Seek out and commemorate previously unexplored facets of Superior's culture and history. | 3 | MT | HC, CAPS |
| Incorporate Superior's culture and history in public art and events. | 3 | ON | HC, CAPS |

## Community Goal 4 S H A P E

**Promote the well-being of residents and visitors by prioritizing their health, safety, and overall quality of life.**

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **C4. 1 Support expanded senior services for older residents.** | | | |
| Collaborate with local healthcare providers to identify community needs. | 2 | ON | AH, IH |
| **C4. 2 Support expanded and more affordable childcare options for residents.** | | | |
| Collaborate with local childcare providers, schools, and nonprofits to expand existing operations. | 2 | MT | BVSD |
| Continue to collaborate with Boulder Valley School District for future enrollment and facility needs. | 2 | ON | BVSD |
| Provide incentives for businesses or housing developments to include on-site childcare facilities and/or programming. | 2 | MT | BCHA |



# ECONOMIC DEVELOPMENT


NOW LEASING

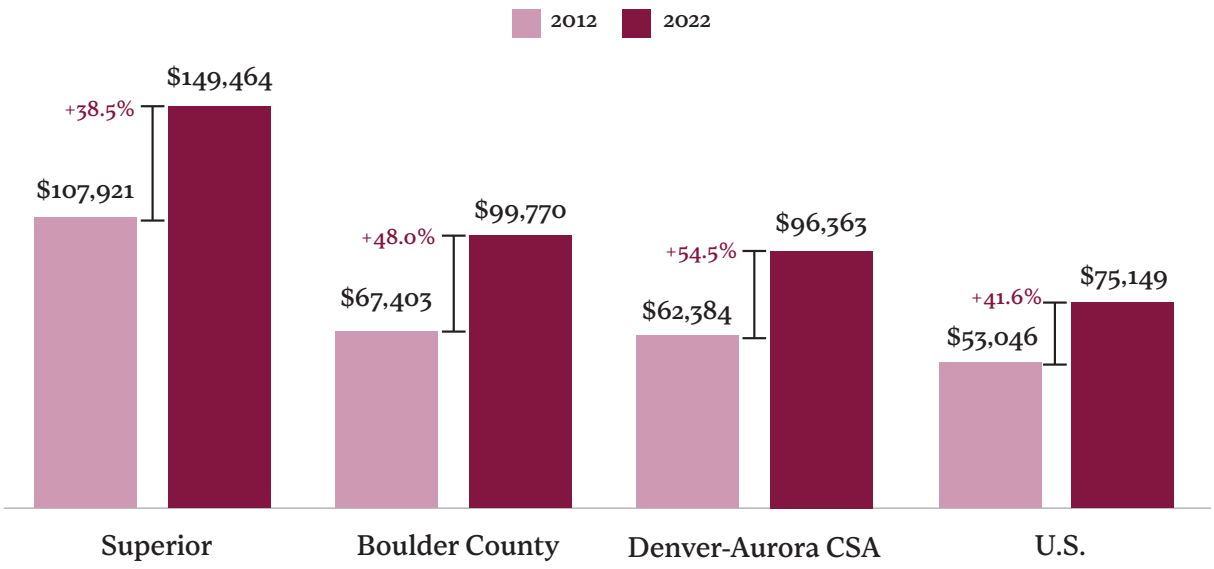
# Background

## Existing Conditions Highlights

### Lower to middle-income households are being replaced by higher-income earners in Superior.

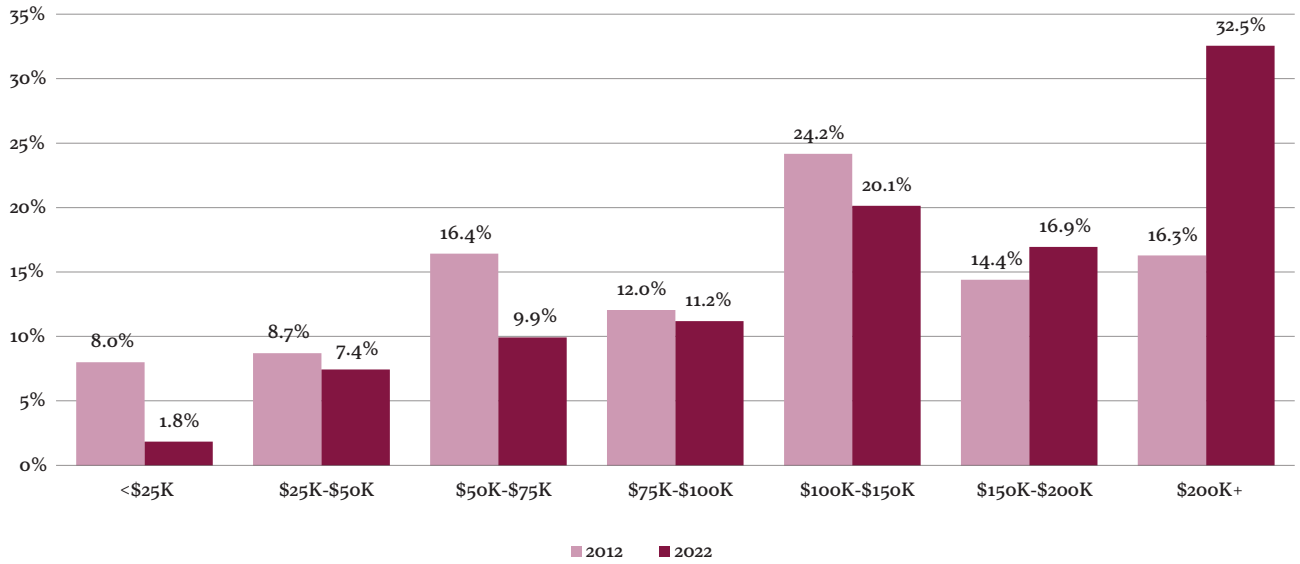
While those with a bachelor's degree have remained relatively stable at 76%, median household income has grown substantially over the decade and remains significantly higher than comparison areas. The highest income bracket of $200K+ has seen the most growth at +17%. Conversely, all income brackets under $150K have been shrinking, suggesting lower- to middle-income residents have either moved away or have made significant income gains in the last decade. What used to be a 70/30 split in household making below or above $150K is now a 50/50 split.

**Figure 10:** Median Household Income, 2012-2022




*Source: U.S. Census Bureau, ACS 5-Year Estimates, Table S1901*

**Figure 11:** Household Income Distribution, Superior, 2022




*Source: U.S. Census Bureau, ACS 5-Year Estimates, Table S1901*

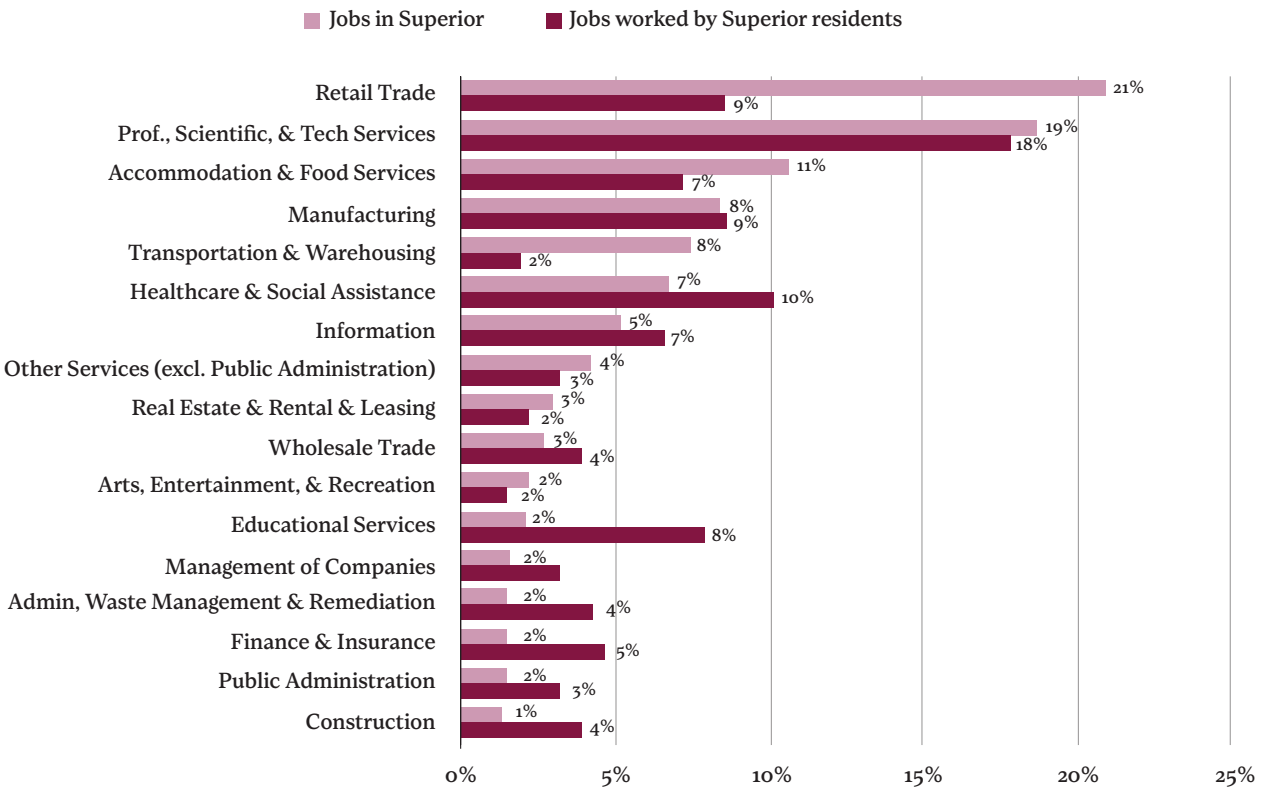
## A significant portion of Superior's employers are reliant on lower-wage, in-commuting workers.

The largest employment sector in Superior is retail (21%), while only 9% of Superior residents work in this industry. Other lower-income industries that are underrepresented by residents include Accommodation and Food Service (11% of jobs, 7% local workers) as well as Transportation and Warehousing (8% of jobs, 2% local workers). These gaps paired with housing data might suggest that a significant portion of people who work in Superior often can't afford to live in Superior.

## Superior's commercial development is concentrated in Superior Marketplace and Rock Creek Village, with new development opportunities in downtown.

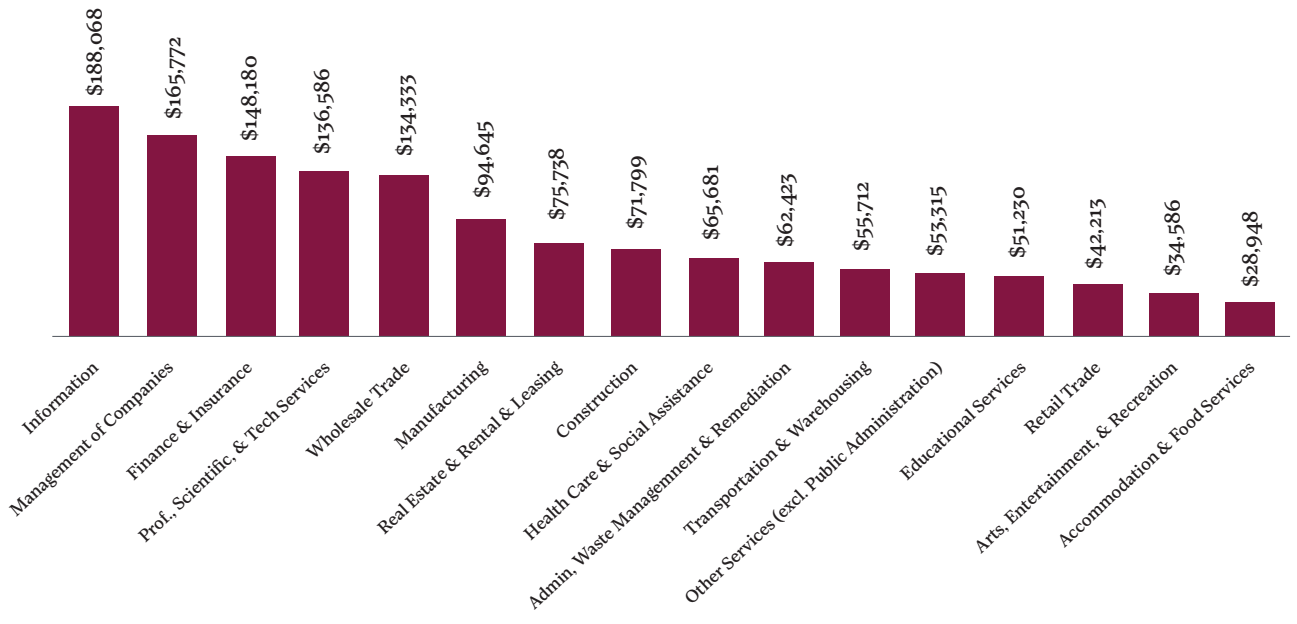
Other significant retail nodes in the area include Flatiron Crossing in Broomfield, and the McCaslin corridor in Louisville. Compared to Boulder County, more of Superior's commercial uses are retail and office uses.

**Figure 12:** Superior Jobs and Jobs Worked by Superior Residents




*Source: U.S. Census Bureau via LEHD OntheMap*

**Figure 13:** Median Wage of Superior Jobs by Sector




*Source: Quarterly Census of Employment and Wages; ACS 1-Year*

## Community Input

Economic development plays a key role in maintaining Superior's high quality of life, but many community members believe there is room for improvement. While most survey respondents reported doing their routine shopping in Superior, only a small portion regularly dine or socialize in town. Residents expressed a strong desire for more restaurants, coffee shops, and bars that would allow them to spend more of their time and money locally. At open houses, participants emphasized the importance of filling vacant commercial spaces and attracting the right mix of businesses to Downtown Superior. Members of the business community also noted that additional offices and nearby housing would strengthen the local economy, while the high cost of owning or leasing space remains a significant challenge. Many survey respondents indicated that incentivizing filling vacant retail space in existing commercial areas (through fee waivers and financial assistance) should be a priority for the Town.

> **Would love to have local restaurants and small shops in Original Town Superior.**

> **With limited space remaining, it will be important to focus on attracting businesses that align with community needs and enhance the quality of life. Prioritizing local services, restaurants, and shops that residents actually want will create a more balanced and walkable environment.**

> **Would it be possible to have a job training program for our youth or our disabled community for jobs in Superior?**

# Goals, Policies, & Actions

*See Community Values on page 40*

## Economic Development Goal 1

S H A P E

### Optimize commercial development processes, opportunities, and regional competitiveness to drive economic growth.

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **ED 1.1 Use each retail center's comparative advantage to maximize business development and sales tax revenues.** | | | |
| Leverage anchor tenants to attract complementary retail and restaurant development. | 2 | ON | B, PO |
| Coordinate with commercial center owners to identify mutually beneficial improvements that maintain their roles as regional shopping destinations. | 2 | MT | PO |
| Prioritize completion of Downtown Superior, focusing on attracting daytime amenities, filling empty retail spaces and development of the approved Coal Creek Innovation Park. | 1 | ST | B, PO |
| Balance property owner development timelines with strategic economic development goals through proactive communication and market-responsive incentive programs. | 2 | ON | N/A |
| **ED 1.2 Maintain Superior's strategic competitive position relative to neighboring retail markets.** | | | |
| Monitor and respond to regional competitive pressures for retail development while maintaining Superior's distinctive character and market positioning. | 2 | ON | |
| **ED 1.3 Pursue lodging development to further diversify commercial tax base and increase regional competitiveness.** | | | |
| Pursue lodging development opportunities, including boutique hotels and other hospitality options. | 1 | ST | B, PO |
| Market Superior as a retail, recreation, and tourist destination for consumers, including identifying and targeting regional events. | 2 | ON | |

**Partner organizations are listed on **page 163***

# Economic Development Goal 2

## Diversify Superior's economic base through targeted business development, existing business expansion, and entrepreneurship support.

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **ED 2.1 Attract businesses that provide economic diversification within Superior's development constraints.** | | | |
| Proactively market available sites to prospective businesses and developers that support the community's vision. | 2 | ON | B |
| Identify and remove barriers to establishing startup or new businesses within the Town. | 2 | ON | |
| Identify and prioritize Superior's remaining development areas, focusing on spaces that best support the community's needs and future growth. | 1 | ST | N/A |
| Consider incentives for attracting new businesses that new business that help diversify the local economy, create jobs at or above the Town's median wages, or provide a positive cost benefit to the community. | 2 | MT | |

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **ED 2.2 Support local entrepreneurship and provide business development assistance.** | | | |
| Maintain the database of available resources for existing and new small and/or local businesses. | 2 | ST | SCC |
| Maintain the City's economic development webpage with up-to-date incentive information and other resources. | 1 | ON | N/A |
| Provide opportunities for technical assistance services and business education to local businesses. | 3 | ON | COEDIT, SBDC, SCC |
| Provide opportunities for technical assistance services and business education to prospective entrepreneurs looking to start a new business in the Town of Superior. | 3 | ON | COEDIT, SBDC, SCC |
| Consider incentives for retention and expansion of existing businesses, particularly for those that help diversify the local economy, create jobs at or above the City's median wages, or that provide a positive cost-benefit to the community. | 2 | ON | |

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **ED 2.3 Maintain strategic regional partnerships to enhance business development opportunities.** | | | |
| Maintain communication with the Economic Development Council of Colorado (EDCC) on statewide topics that impact the Town of Superior's existing businesses and potential business and development opportunities. | 3 | ON | EDCC |
| Maintain membership in the Front Range Economic Collaborative (FREC) through the Metro Denver Economic Development Corporation (MDEDC). | 2 | ON | MDEDC - FREC |
| Participate in the U.S. 36 Collaborative to showcase the region to consumers, businesses, and developers. | 2 | ON | US36 |
| Partner with the Boulder County Small Business Development Center and Superior Chamber of Commerce to provide business support, training, and networking opportunities for local entrepreneurs and businesses. | 2 | ON | SBDC, SCC |
| Market Superior as a business and development destination, including attending regional and national marketing conferences. | 3 | ST | N/A |

# Economic Development Goal 3 S H A P E

## Ensure that Superior's future economic growth aligns with the quality of life goals of its residents.

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **ED 3.1 Leverage Superior's quality of life assets for economic development.** | | | |
| Tout the Town's amenities, housing, transportation, events, and other aspects of quality of life to attract visitors, consumers, businesses, and developers. | 3 | ON | N/A |
| Identify and encourage green business practices through grant opportunities, educational materials, and coordination with the Town's Sustainability Department. | 2 | ST | SCC |
| Coordinate business recruitment with entertainment and cultural programming to create year-round destination appeal. | 1 | ON | CAPS, SCC |
| **ED 3.2 Support economic development that enhances rather than competes with Superior's residential appeal.** | | | |
| Encourage mixed-use development that provides commercial tax base while addressing housing market demand. | 3 | ON | N/A |
| Maintain communication with brokers and owners of available sites to coordinate development approaches that serve both economic and housing goals. | 3 | ON | N/A |
| Offer incentives for attracting new businesses that help activate community areas and complement residential neighborhoods. | 2 | LT | N/A |

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **ED 3.3 Support the local workforce.** | | | |
| Expand the number and variety of quality job opportunities in Superior. | 2 | ON | N/A |
| Monitor key indicators of a healthy workforce, such as unemployment, labor force, and participation rates. | 2 | ON | N/A |
| Identify the workforce and talent needs and gaps. | 2 | ON | N/A |
| Work collaboratively with local and regional workforce organizations and higher education institutions to provide education and training programs to fill any identified gaps. | 2 | ON | BC, CUB, FRCC, UW |
| Support affordable housing to support local workforce diversification. | 2 | ON | N/A |
| **ED 3.4 Work collaboratively with Town staff/departments to prioritize local business needs to ensure an economically sustainable future.** | | | |
| Participate in conversations around transportation and infrastructure improvements to support local businesses and improve access for residents and visitors. | 2 | ON | N/A |
| Work with other Town departments to streamline development review and permitting processes for retail expansions, renovations, and tenant improvements. | 2 | ON | N/A |
| Work with other Town staff in appropriate zoning land use designations that support retail viability in designated commercial areas. | 2 | ON | N/A |
| Provide feedback, ideas, and suggestions on Town initiatives, in collaboration with other Town staff, to maintain and increase the quality of life as they relate to economic development | 3 | ON | N/A |



# HOUSING

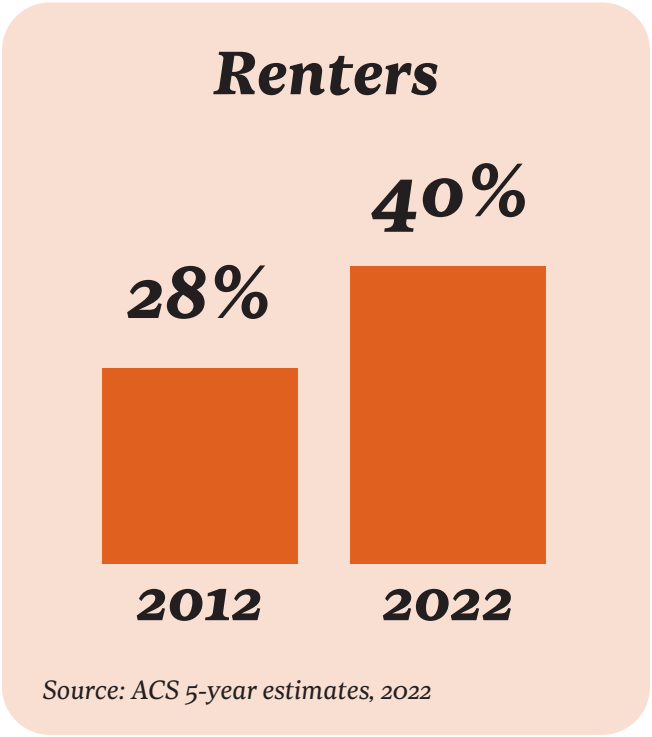


# Background

## Existing Conditions Highlights

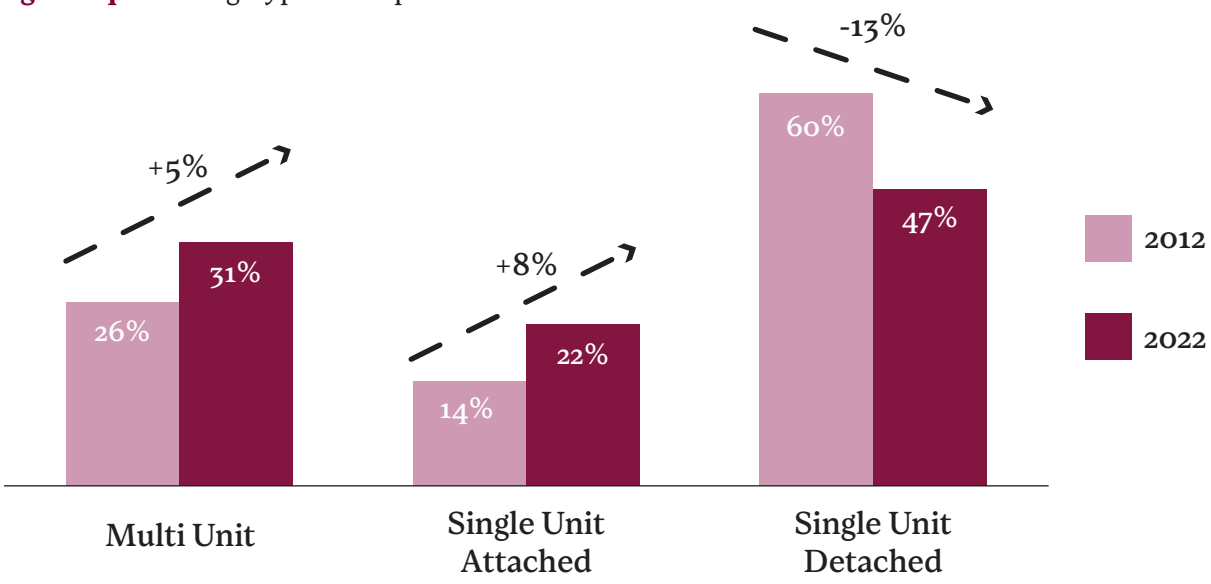
**Superior has seen a greater diversity in housing types and characteristics in the past few years.**

Greater housing diversity allows people of different incomes, ages, and lifestyles to live in Superior. While the town remains primarily a single-unit dwelling community, some variation in housing type, number of bedrooms, and tenure (homeownership vs renting) provide greater options for current and future residents.




*Source: ACS 5-year estimates, 2022*

**Figure 14:** Housing Types in Superior



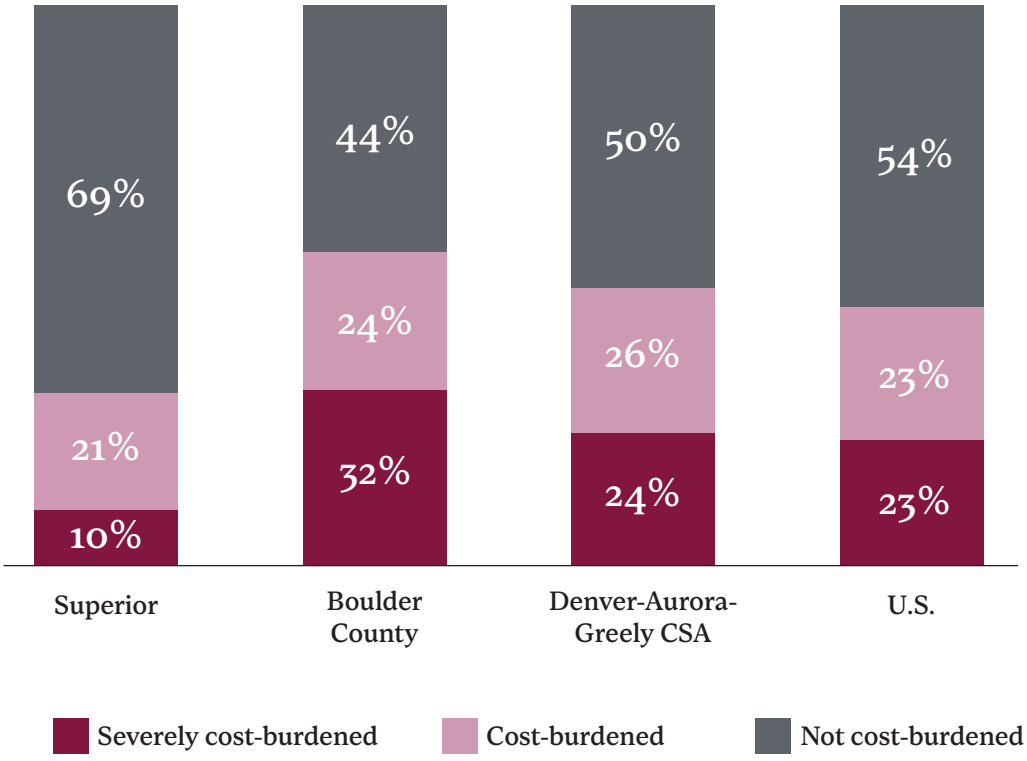

*Source: Town of Superior*

**MU = Apartments and Condos (Saddlebrooke)*
**SUA = Duplexes, Properties on individual lots (Calmante (non-single unit detached), The Ridge, The Summit, Downtown Superior (non-apartment)*
**percentages calculated as a function of total dwelling units*

## While comparatively low regionally, nearly one third of Superior households are cost burdened.

This indicates that the high cost of housing not only impacts those at the lowest end of the income ladder but also affects wealthier households that have previously been able to spend less than 30 percent of their income on rent.

**Figure 15:** Housing Cost Burden, 2022

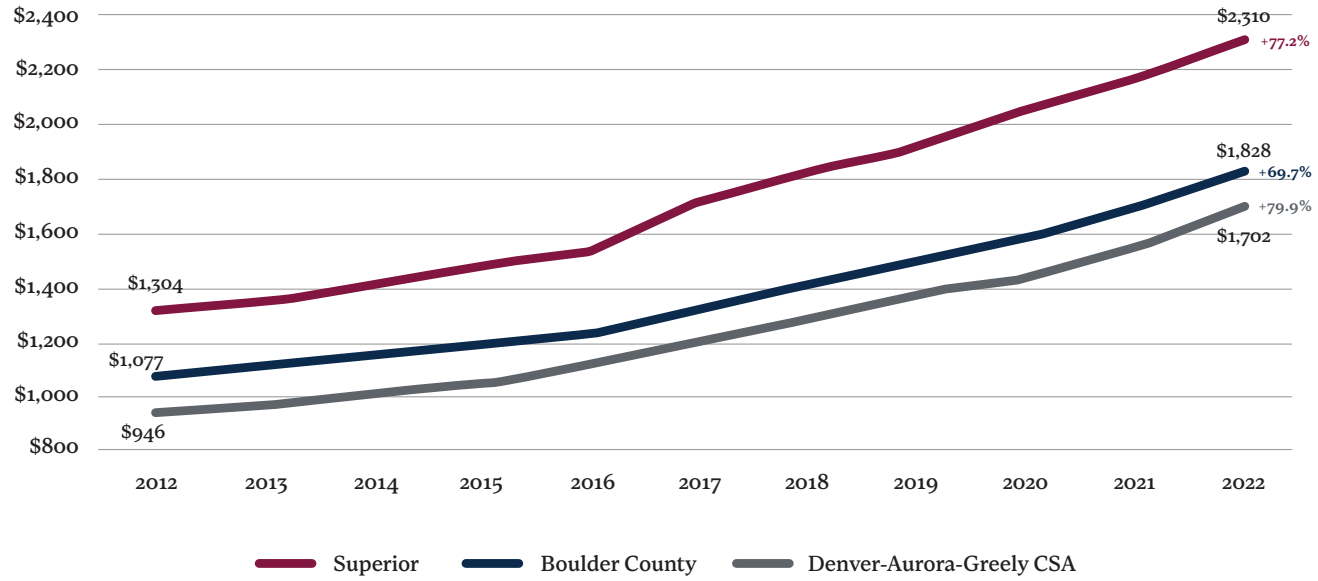



*Source: US Census Bureau 5-Year ACS (Table B25070)*

**Increasing rents and home values paired with comparatively low vacancy rates suggest that Superior's affordability problem is due to a lack of housing supply.**

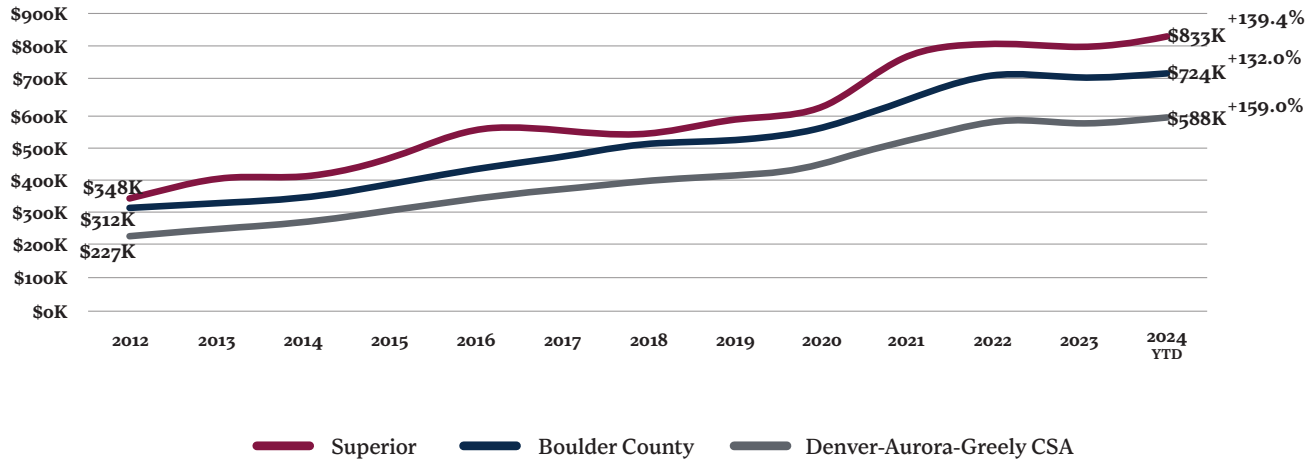
Over the last decade, home prices have more than doubled while rents have increased by 77%. Superior's 3% vacancy rate is much lower than neighboring communities, suggesting that the amount of housing currently being built is not meeting the demand.

**Figure 16:** Superior Median Rent, 2022



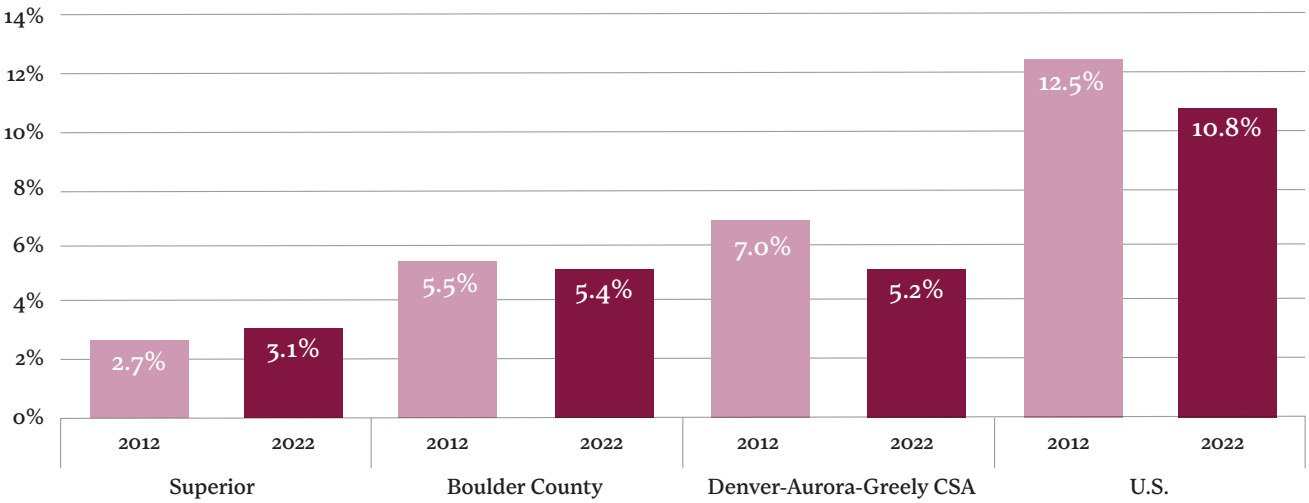

*Source: US Census 5-Year ACS (Table DP04)*

**Figure 17:** Median Home Sales Price, 2022




*Source: Redfin*

**Figure 18:** Vacant Housing Units, 2022




*Source: US Census Bureau 5-Year ACS (Table DP04)*

## Community Input

Housing is central to what draws people to Superior and encourages them to stay. Residents felt that the town offers high-quality housing with a good mix of types that appeal to both young professionals and families. However, there was also a sense of caution toward new housing development, driven by concerns about its potential impact on the community's existing quality of life. At the same time, survey results indicated that affordable housing is one of Superior's weakest areas. During open houses, residents reconciled these views by identifying select opportunity areas where future housing could be appropriate. Many expressed interest in seeing middle housing types at locations valued for their proximity to transit and businesses. A lack of housing options for seniors and limited opportunities to "age in place" also emerged as key concerns during the speaker series and open houses. Community engagement reflected a desire for incentivizing and facilitating senior specific housing opportunities.

> **Great location for lower income housing (76th St & Guardian Property) - walk to stores, bus station.**

> **Housing is ok if it makes sense & doesn't disturb wildlife or traffic (Zaharias Property)**

> **People in service professions should be able to live in Superior, but right now there aren't affordable housing options.**

> **Improve the mix of housing options, especially for seniors looking to downsize.**

# Goals, Policies, & Actions

## Housing Goal 1 S H A P E

*See Community Values on page 40*

### Increase housing choices for current and prospective town residents.

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **H 1.1 Support production of various housing types, including missing middle housing, senior housing, multi-unit housing, and mixed-use housing, both for rent and for sale, by removing regulatory barriers to development.** | | | |
| Explore reductions in minimum parking requirements for desired housing types. | 2 | MT | DOLA, DRCOG |
| Establish clear and objective development standards and approval processes for desired housing. | 1 | MT | N/A |
| **H 1.2 Increase opportunities for Accessory Dwelling Unit (ADU) development.** | | | |
| Facilitate development of ADUs by clarifying ADU development standards where necessary. | 2 | ST | DOLA, DRCOG |
| Develop pre-approved housing plan sets for ADUs. | 2 | ST | BCHA, CHFA |
| Explore incentives, including deed restrictions and others, that leverage ADUs as a way to increase affordability for both main dwelling owners and ADU renters. | 2 | ST | BCHA, CHFA |
| **H 1.3 Promote the development of Missing Middle Housing, both for rent and for sale.** | | | |
| Consider allowing moderate density increases in single-family zones to allow for stacked flats, townhomes, duplexes and triplexes. | 1 | MT | N/A |
| Identify locations for small-lot zoning and smaller housing units. | 2 | MT | N/A |

**Partner organizations are listed on **page 163***

## Housing Goal 2 S H A P E

### Support and promote local and regional affordable housing efforts.

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **H 2.1 Support existing and create new partnerships to address affordable housing needs.** | | | |
| Partner with organizations such as Boulder County Housing Authority and Habitat for Humanity and to support the creation of affordable homes. | 1 | ON | BCHA, HH |
| **H 2.2 Create an incentive program and pair it with the 2020 Inclusionary Housing Ordinance to promote the creation of affordable housing.** | | | |
| Incentivize affordable housing development through density and height bonuses and parking and landscape reductions. | 2 | MT | N/A |
| Expedite review processes for affordable housing projects. | 1 | ST | N/A |
| Subsidize or reduce fees for affordable housing projects. | 1 | MT | BCHA, CHFA |
| **H 2.3 Explore funding or partnerships to reduce the cost of land for affordable housing.** | | | |
| Create a land donation, land acquisition or land banking program that can be used to reduce development costs for affordable housing. | 2 | LT | BCHA, CHFA |
| Prioritize the Superior Marketplace and 76th Street Opportunity Areas for multi-unit affordable housing. | 1 | ST | N/A |
| **H 2.4 Explore opportunities to generate and manage revenue for affordable housing development.** | | | |
| Explore the creation of a housing trust fund to support a variety of affordable housing activities. | 2 | MT | BCHA, CHFA |
| Explore the creation of a commercial and/or residential linkage fee to provide financial support for affordable housing. | 2 | LT | N/A |
| Establish the fee-in-lieu amounts as intended in the inclusionary housing ordinance. | 1 | ST | N/A |

## Housing Goal 3 S H A P E

### Remove housing barriers for those that encounter them.

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **H 3.1 Promote housing choices for seniors and other segments with diverse housing and communication needs.** | | | |
| Explore programs, partnerships, and policy changes to support the development, rehabilitation, and customization of housing for seniors. | 2 | ON | BCHA, CHFA, HH, AARP, DRCOG |
| Support and/or partner with mission driven affordable housing providers to provide affordable housing and support services for people with special needs in the Town. | 2 | ON | BCHA, CHFA, HH, AARP, DRCOG |
| Form partnerships and work with culturally specific organizations to improve access to programs, incentives, and housing choices for people with different cultural backgrounds and language needs. | 2 | ON | BCHA, CHFA, HH, AARP, DRCOG |
| **H 3.2 Improve access to housing resources.** | | | |
| Create a centralized Town webpage that provides links to regional housing provider programs that serve Superior residents. | 2 | ST | N/A |
| Advocate for and support existing regional and state tenant protection regulations that serve to improve outcomes for renters. | 1 | ON | N/A |



# SUSTAINABILITY



# Background

## Existing Conditions Highlights

**The Town of Superior aims to create a more sustainable and resilient community by reducing the impacts of climate change, increasing community resilience, investing in a greener economy, and ensuring an equitable opportunity to thrive for all residents.**

The Town has committed to making climate action a top priority and a guiding principle for decision making. In 2021, Superior joined the ICLEI150 Race to Zero, which is a global effort to significantly advance carbon neutrality efforts while creating jobs and encouraging inclusive, sustainable growth. In 2022, the Town adopted its first Sustainability Plan and continues to track the progress of the actions within the plan through a Sustainability Dashboard. As Colorado continues to pass laws to increase both mitigation efforts and adaptation efforts across the State, the Town will continue to do its part at the local level.

### Greenhouse Gas Emissions by Source



59%

**Buildings**



38%

**Transportation**



3%

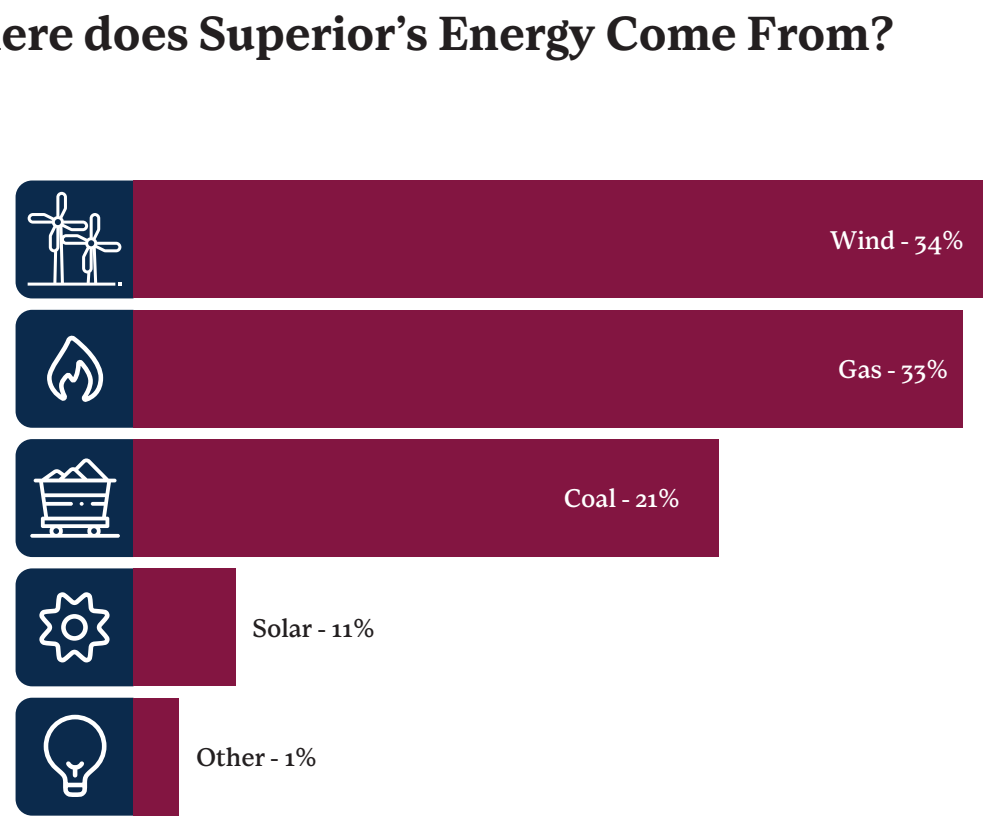
**Other**

*Source: 2021 Sustainability Action Plan*

**The Town of Superior is working to reduce energy-related dependency on fossil fuels including coal and natural gas; improving energy efficiency; and investing in regional renewable energy.**

As of 2024, most energy sources in Superior come from Wind (34%), Gas (33%), and Coal (21%).

**Figure 19:** Town of Superior Energy Use by Type




*Source: Superior 2024 Xcel Community Energy Report*

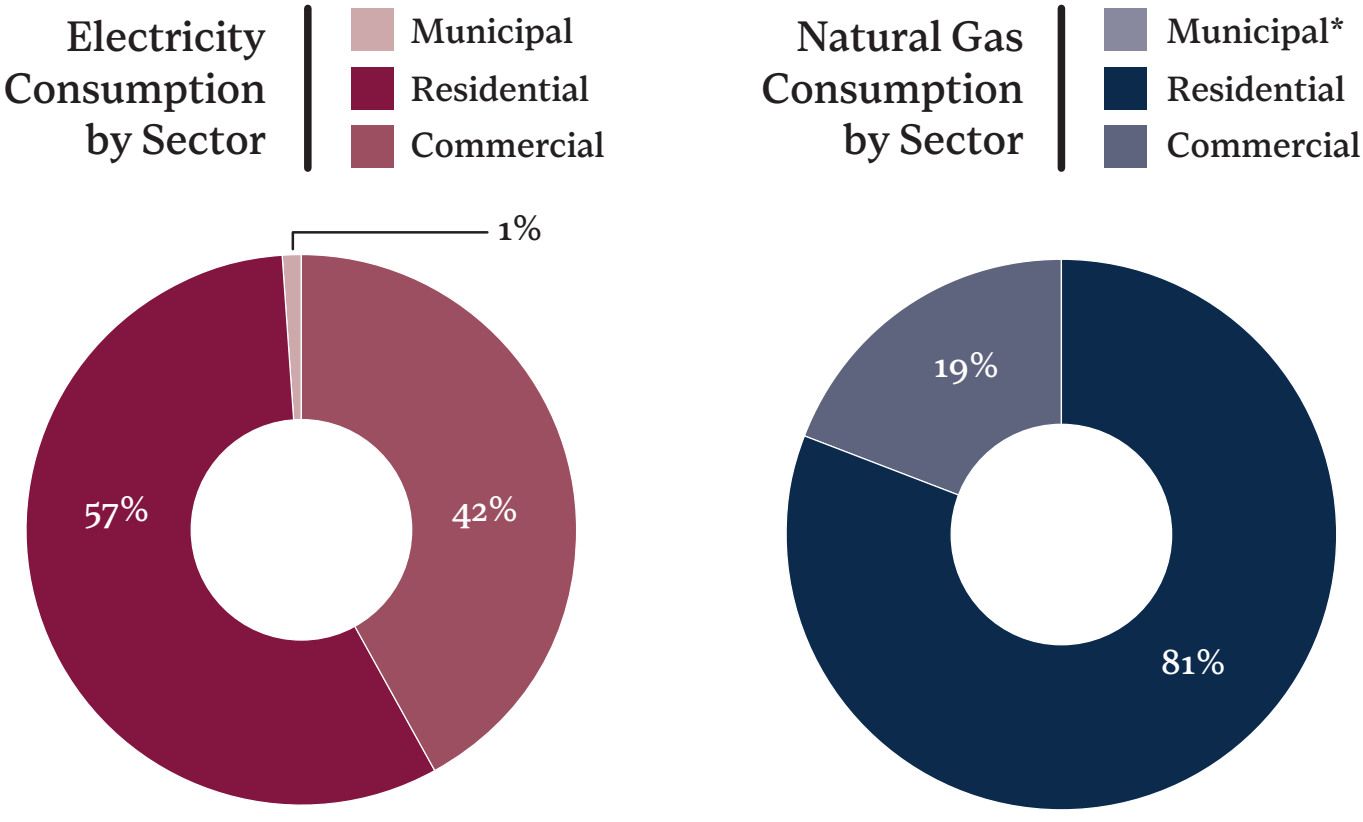
**Electric and gas energy consumption in Superior is highest among residential land uses, reflecting the town's predominantly residential character.**

As a result, residents are the community's largest energy consumers. To help reduce energy use, the Town offers residential electrification rebates and partners with Xcel Energy to provide free, personalized home assessments that identify opportunities for improved efficiency. Superior also participates in regional initiatives, such as Power Ahead Colorado, which supports efforts to accelerate and incentivize electrification.

**The Town has set a goal to reduce municipal facility energy use intensity by 3% each year.**

The Town's municipal facilities receive 100% of their electricity needs from onsite solar arrays and participation in Xcel Energy's Renewable*Connect program, and they purchase carbon offsets for their natural gas usage.

**Figure 20:** Town of Superior Energy Use by Sector




** Municipal natural gas consumption makes up >1%*

*Source: Superior 2024 Xcel Community Energy Report*

**Drought conditions are expected to worsen as the climate changes, and are intensified by higher temperatures.**
Less water availability means there is a greater need to balance water use for urban and environmental demands. The Town has some water conservation practices and policy measures in place for its public spaces and has educational and incentive programs to promote water conservation at homes and businesses. The Town has removed a significant amount of turf, including 16,700 square feet of turf from the Rock Creek medians in 2024, resulting in an estimated savings of 700,000 gallons per year. The Town is also committed to converting spray to drip irrigation where feasible. For private property, the Town's Municipal Code requires or incentivizes additional water conservation programs, to promote actions like lawn removal and xeric planting.

**In addition to managing a Town waste contract which includes compost and recycling service, the Town has several existing goals to divert 65% of single-family residential waste by 2030 and 50% of multi-family residential waste by 2030.**
The Town has several existing programs to increase waste diversion, including household hazardous waste and hard-to-recycle events, education in schools, a dog waste compost program, and zero waste infrastructure at Town facilities.

**As of 2021, EVs made up 3% of all registered vehicles in Superior.**
Superior has already taken a number of actions to encourage the adoption of EVs. As of 2023, there were 19 level 2 EV charging stations and 21 level 3 DC Fast Charging (DCFC) ports in town. The Town has replaced two fleet vehicles with EVs and installed five level 2 charging stations. The Town's Building Code includes EV-charging requirements for the installation of EV charging infrastructure for all new development. It further permits EV charging station installations in existing developments to encourage the installation of EV charging infrastructure.

**The Town already has robust public transit infrastructure in place.**
Served by local, express, and regional transit routes operated by RTD, there is a Park-n-Ride facility, bus routes to Denver, and a Bike-n-Ride shelter. The Town is also served by a robust system of bikeways and trails including the Coal Creek Regional Trail, the Rock Creek Regional Trail, the Coyote Ridge Trail, and the US 36 Bikeway. In 2024 the Town and Regional Partners were awarded a $1.5 million dollar grant from the Colorado Energy Office to implement an e-bike share program.

## Community Input

Sustainability emerged as a consistent theme across many planning topics, most clearly reflected in discussions about natural resource conservation and energy efficiency. Residents generally expressed strong support for Superior's current sustainability initiatives and for expanding environmentally responsible practices—provided they remain economically feasible. Many participants connected sustainability concerns, particularly around water use and conservation, to the potential impacts of future growth and development. In the community survey, renewable energy was identified as the greatest opportunity to advance a more sustainable future for Superior. Members of the business community also expressed interest in programs focused on building and system electrification to help achieve sustainability goals.

> **The opportunity to enhance Superior's natural environment and landscape while contributing to a sustainable future (tree planting, goat grazing, native pollinator planting, xeriscape) seems like the biggest opportunity.**

> **I'd love to see more push for electrification of vehicles, appliances, and home infrastructure like water heaters and heat pumps, as well as community solar projects!**

> **Maybe by creating programs with incentives and community sustainability events that would motivate more residents to join in and learn more about sustainability.**

# Goals, Policies, & Actions

## Sustainability Goal 1

S H A P E

*See Community Values on page 40*

### Commit to a cleaner, greener future by aiming for net-zero emissions in development and redevelopment in alignment with the goals set in the Climate Action Plan, Beneficial Electrification Plan, and Sustainability Action Plan.

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **S 1.1 Promote adaptive reuse and retrofit of existing buildings to incorporate energy efficiency and renewable energy and to be hardened against hazards.** | | | |
| Promote existing rebates and new rebate programs on efficiency and electrification. | 1 | ON | CEO, DRCOG |
| Continue to partner regionally to identify innovative existing building policies to improve energy efficiency and energy resilience. | 1 | ON | CEO, DRCOG |
| Consider additional adaptive reuse ordinances that incentivize sustainable modifications to meet Superior's net-zero emissions goals while balancing development and housing needs. | 3 | MT | N/A |
| **S 1.2 Increase the use of renewable energy and decrease the use of nonrenewable energy in Superior.** | | | |
| Partner with municipalities working towards similar goals in the Denver metropolitan area to increase the amount of renewable energy on the local power grid. | 2 | ON | NM, Xcel |
| Collaborate across Town departments and Xcel to identify barriers to developing renewable energy systems and innovative opportunities to increase generation in the Town. | 3 | ST | Xcel, CC4CA |
| **S 1.3 Explore ways to accelerate or incentivize building electrification in alignment with the Beneficial Electrification Plan.** | | | |
| Conduct community outreach and engagement as part of the building code adoption process to highlight the benefits of new code requirements, including using messaging from the 1-2-3 Electrify! Campaign. | 3 | ST | N/A |

**Partner organizations are listed on **page 163***

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| Stay engaged with statewide energy code updates and trends and consider the adoption of the latest building energy codes to increase all-electric new construction. | 1 | ON | DRCOG, BC |
| Continue to educate Superior residents and building owners on rebates and incentives being offered at the state, utility, and regional level for installation of heat pumps. | 1 | ON | DRCOG, BC |

## Sustainability Goal 2 S H A P E

### Foster a future that prioritizes a circular economy by reducing waste and increasing diversion, creating a stronger, more sustainable community for all.

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **S 2.1 Provide convenient ways for residents and businesses to compost food and yard waste.** | | | |
| Maintain Town yard waste site. | 2 | ON | N/A |
| Educate the public about waste management and emphasize the available services and facilities. | 1 | ON | BC |
| Evaluate existing C&D requirements and update or maintain based on analysis of challenges and opportunities. | 3 | ST | RC |
| Expand expand current curbside composting service Town-wide. | 2 | ST | N/A |
| **S 2.2 Consider policies related to supporting the application of compost and utilizing recycled materials.** | | | |
| Pilot compost application on open space or parks in conjunction with programs that educate and promote composting at home. | 3 | MT | OSAC, PARC |
| Continue to partner regionally to improve circularity and identify end-markets for recyclable material. | 2 | ON | CCC, RC |
| Conduct outreach to building professionals to update ordinances. | 3 | MT | BC, RC |

# Sustainability Goal 3 S H A P E

## Embrace smart, sustainable and resilient development that boosts our community's growth while preserving the beauty and natural resources that make Superior special.

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **S 3.1 Promote mixed use zoning through land use code updates and incentives.** | | | |
| Create a Transfer of Development Rights program to preserve open space while transferring development density to infill urban sites. | 2 | ST | BC, OSAC |
| Create an Adaptive Reuse Ordinance that simplifies the current code requirements and removes barriers to project approval, so that underutilized buildings can be repurposed for mixed-use developments that are low-impact and economically viable. | 3 | LT | ACES, PC |
| **S 3.2 Promote green and resilient building design for all housing, prioritizing low, middle income housing and workforce housing first to avoid unequal outcomes.** | | | |
| Bolster the green building program to capture more existing building updates. | 2 | ST | ACES |
| Provide financial support such as rebates and incentives for homeowners or developers to install green infrastructure in new developments and existing homes. | 3 | MT | N/A |
| Consider streamlined permitting processes for projects that meet certain sustainability goals. | 2 | ST | N/A |
| Launch or coordinate with regional educational campaigns specifically aimed at low, middle income, and workforce housing building owners highlighting the benefits of green and resilient buildings and directing them to available resources. | 3 | MT | DRCOG, BC |
| **S 3.3 Promote green restructure and community gardens to enhance resilience while providing recreational and educational opportunities.** | | | |
| Review barriers and opportunities for community gardens in Town. Identify potential garden areas. | 1 | ST | ACES, PARC |
| Explore removing barriers to and incentivizing creation of privately owned and maintained community gardens. | 2 | ST | ACES |

| Goal/Strategy/Action | Priority | Timeframe | Partners** |
|---|---|---|---|
| Develop resources for HOAs on how to create and maintain community gardens, and host workshops and training sessions for residents and community groups. | 3 | MT | N/A |
| Create incentive programs to encourage private landowners to adopt green infrastructure practices such as bioswales, rain gardens, green roofs, and permeable pavement. | 2 | MT | ACES, BC |
| Add green roofs as an option to receive Green Points in the Residential Green Building Program. | 1 | ST | N/A |

## Sustainability Goal 4 S H A P E

### Encourage water-saving efforts across both public and private spaces, fostering a culture of sustainability and resource protection.

| Goal/Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **S 4.1 Consider a land use code update that incorporates water conservation best practices.** | | | |
| Require drought-tolerant lawn or native grasses be planted in new detached single family homes. | 2 | ST | ACES, WP, MHFD |
| Update landscaping codes to support low-water and xeric landscaping that limit turf areas in new developments. | 1 | ST | ACES |
| **S 4.2 Lead by example on water conservation.** | | | |
| Continue development of a Turf Conversion Roadmap for Town-owned properties to enhance efficiency, accelerate non-functional turf removal and map removal opportunity. Continue to remove non-functional turf grass on Town-owned properties. | 1 | ON | CWCB |
| Monitor and reduce public land water use. | 1 | ON | CWCB |
| Convert Town-owned spray irrigation to drip irrigation where feasible. | 1 | ON | CWCB |

| Goal/Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| Plant pollinator-friendly native plants and promote and follow best management practices for pest and weed control at Town-owned properties. | 2 | ON | CWCB, CPW, PARC, ACES |
| Update the Town's water conservation plan with specific actions to reduce water consumption (likely via landscape irrigation) in the event of significantly reduced water deliveries during a drought. | 1 | ST | N/A |

## Sustainability Goal 5 S H A P E

### Promote development that reduces vehicle miles traveled and integrates with a sustainable transportation system, minimizing environmental impact while serving the needs of all travelers.

| Goal/Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **S 5.1 Encourage transit-oriented development.** | | | |
| Encourage transit-oriented development and densification near frequent bus routes or multimodal pathways to increase multi-unit and affordable housing opportunities. | 2 | ON | BCHA, RTD |
| Explore provisions that incentivize or require transit-oriented development near transit corridors such as reduced parking requirements near transit corridors, increased bike and transit infrastructure, and bike/car/scooter share opportunities. | 1 | ST | RTD, CS |
| Spur the growth of commercial development near transit hubs. | 3 | MT | COEDIT, SCC |
| **S 5.2 Explore tools to reduce single occupancy vehicle (SOV) miles traveled.** | | | |
| Use code requirements to expand opportunities for multimodal transportation to reduce SOV miles traveled. | 3 | MT | N/A |
| Leverage public/private partnerships to reduce SOV miles traveled. | 3 | LT | CS, RTD |

| | | | |
|---|---|---|---|
| Explore a transportation demand management policy for new development. | 2 | ST | CS |
| Pilot transportation demand management strategies and incentives. | 3 | MT | CS, RTD |
| **S 5.3 Provide alternatives to residents for traveling in single occupant vehicles.** | | | |
| Improve accessibility of trails and pedestrian/bike connections. | 2 | ON | BC, L, PARC |
| Support infrastructure that makes walking, biking, bussing and other non-SOV travel more safe and accessible. | 1 | ON | CS, RTD |
| Support or incentivize programs such as bike share, car share or additional bus routes. | 3 | ON | CS, RTD |


DOWNTOWN
Superior


RESILIENCY



# Background

## Existing Conditions Highlights

**The Town of Superior's Disaster Preparedness and Recovery Department partners closely with the community and first responder agencies to strengthen readiness for future disasters.**

This work focuses on building resilience, enhancing adaptability, and expanding the Town's capacity to protect lives, property, and critical infrastructure. Through continuous planning, collaboration, and investment in mitigation strategies, the Department helps foster a safer, more secure environment for all who live, work, and visit Superior.

Superior collaborates closely with local, regional, state, and federal partners to support disaster planning, response, and recovery efforts. The Town's approach is anchored in several countywide and regional frameworks, including the 2022–2027 Boulder Hazard Mitigation Plan, Boulder County Emergency Operations Plan, Boulder County Recovery Framework, the Superior Continuity of Operations Plan, 2024 Boulder County Community Wildfire Protection Plan, and Mountain View Fire Rescue's Community Wildfire Protection Plan. A Community Wildfire Protection Plan (CWPP) is a strategic document that helps a community understand its wildfire risk and identify the actions needed to reduce that risk. It is developed collaboratively—typically involving local government, fire authorities, land management agencies, and community members—and focuses on the specific conditions and vulnerabilities of the local wildland–urban interface.

A CWPP usually includes: An assessment of local wildfire hazards, such as vegetation, topography, and historical fire behavior; Identification of at risk neighborhoods, infrastructure, and critical facilities; Prioritized mitigation projects, including fuel reduction treatments, defensible space programs, and home hardening strategies; Recommendations for improving emergency response, evacuation planning, and public communication; and Guidance for long term community resilience, such as land use planning and building code improvements. In essence, a CWPP gives a community a clear, locally tailored roadmap for reducing wildfire risk and strengthening preparedness before a major fire occurs.

In 2025, the Town initiated development of a Continuity of Operations Plan (COOP) to guide staff actions during and after emergencies, ensuring continuity of essential services. A continuity of operations

plan provides a structured framework that enables an organization to sustain its essential functions during and after a disruptive incident. It defines the critical services that must remain operational, establishes clear lines of authority, outlines procedures for delegating responsibilities, and identifies alternate facilities, communication methods, and resource requirements. The plan also details processes for restoring normal operations once conditions stabilize. In essence, it serves as a comprehensive blueprint for organizational resilience, ensuring that mission critical activities continue without unacceptable interruption.

Looking ahead, Superior will finalize its Wildland Interface Community Conflagration Operation Response Plan in 2026. A Wildland Interface Community Conflagration Operations Response Plan is designed to guide a community's actions during a large, fast moving wildfire that threatens homes, infrastructure, and public safety in the wildland urban interface. It outlines how agencies coordinate during extreme fire behavior, defines fire reduction zones, establishes operational priorities, and defines roles for evacuation, structure protection, resource deployment, and communication. Fire reduction zones are defined as areas with a high concentration of residential structures where life safety risks are elevated due to close building spacing (approximately 30 feet), the prevalence of higher-risk construction types such as wood-frame buildings, and the presence of lifestyle-related combustibles. These zones are commonly located adjacent to open, naturalized landscapes and may also include areas along primary evacuation routes.

Adjacent natural land areas that present elevated wildfire risk should be evaluated for inclusion as fire reduction zones in order to reduce fire intensity and rate of spread, increase the time available for fire suppression activities, and provide residents with additional time to evacuate safely. The plan typically includes strategies for rapid situational assessment, staging and mobilizing firefighting resources, protecting critical facilities, and supporting law enforcement and emergency management during evacuations. Ultimately, the plan strengthens readiness for high impact wildfire events and ensures a unified, efficient response when conditions escalate beyond routine wildfire operations. Brief summaries of these guiding documents are provided in **Appendix D**.

The Boulder Hazard Mitigation Plan evaluates the hazards that present the greatest risk to Superior including wildfire, flooding, windstorms, extreme heat, and winter storms. The Plan recognizes that these threats are expected to intensify as the climate

continues to change. In response, the Town has systematically advanced the completion of work in the action items identified in the HMP, as well as those outlined in the Mountain View and Boulder County Community Wildfire Protection Plans.

To further strengthen its resilience and ensure continuity of essential services, the Town began developing a Continuity of Operations Plan (COOP) in 2025. This internal plan establishes a structured framework for maintaining critical functions during and after a disruptive incident. It identifies the services that must remain operational, clarifies lines of authority, outlines procedures for delegating responsibilities, and specifies alternate facilities, communication strategies, and resource needs. It also defines the process for restoring full operations once conditions stabilize. The COOP serves as a comprehensive blueprint for organizational resilience, ensuring that mission critical activities can continue with minimal interruption.

The 2021 Marshall Fire was the most costly and destructive wildfire in Colorado's history. Although its impacts extended well beyond municipal boundaries, Superior experienced some of the most severe losses: **394 homes were destroyed and 58 additional structures were damaged, resulting in more than $152 million in damage**. By January 2026, four years after the fire, the community has reached **75%** reconstruction, a significant increase from **33%** at the fire's second anniversary. The Marshall Fire was notable not only for its scale but also for the unusual nature of the event: a fast moving grassland fire causing catastrophic destruction within suburban neighborhoods. This pattern may signal the growing influence of climate driven changes on extreme events. In the years since the fire, the Town has expanded its preparedness efforts, offering residents educational programs, sharing wildfire readiness resources, and supporting home hardening initiatives.

The Town is also strengthening the resilience of its civic facilities and public spaces. This includes hardening critical infrastructure and reducing fire risk through proactive vegetation



management. Superior's vegetative fuel reduction efforts include hazardous tree removal, rotational grazing, targeting invasive species, and the reintroduction of fire-resistant native plants. These measures collectively reduce wildfire intensity and improve community safety.

Superior's participation in regional emergency exercises and training programs is a central part of its preparedness strategy, enabling the Town and its partners to practice coordinated responses to complex, high risk scenarios such as fast moving wildfires, flooding and large scale evacuations. Through simulations, evacuation drills, shelter operations practice, table top exercises, and multi jurisdictional incident command training, Superior works closely with Boulder County, the Boulder County Sheriff's Office, Mountain View Fire Rescue, Boulder Office of Disaster Management and the Multi-agency Coordination Group to strengthen communication, refine operational strategies, and identify gaps in plans, staffing, or equipment. This collaborative approach ensures that all responding agencies are aligned and prepared to work seamlessly together during major emergencies.

In 2025, the State of Colorado adopted the Colorado Wildfire Resiliency Code (Model Code), establishing statewide minimum building and landscaping standards to reduce wildfire risk in designated Wildland Urban Interface (WUI) areas. Under Senate Bill 142, jurisdictions located within the WUI are required to adopt and enforce a code that meets or exceeds these minimum standards. Accordingly, Superior is in the process of adopting the Model Code in February 2026, which applies to parcels classified as Class 1 and Class 2 fire intensity zones on the official Colorado Wildfire Resiliency Code Map.

The Model Code triggers compliance during several types of development activity, including: Expanding the footprint of a structure by 500 square feet or more; Altering or repairing 25% or more of a structure's exterior; Adding a wooden deck to an existing structure. These requirements ensure that new construction and significant exterior modifications incorporate wildfire resilient materials and design practices, strengthening community safety in high risk areas.

Clear, proactive communication is essential for reducing the impacts of any hazard. Superior's Disaster Preparedness and Recovery team works closely with the Communications Department to distribute timely, critical information through multiple channels, including road signage and community alerts about extreme weather or planned mitigation activities such as prescribed burns. Additional educational resources from other partner groups such as Wildfire

Partners and Boulder County help ensure that Superior residents remain informed, prepared, and equipped to respond safely during periods of elevated risk.

Flooding events are becoming more frequent and severe, driven by continued development in flood prone areas and shifting climate patterns. The 2013 flood alone resulted in an estimated $2 billion in regional losses, underscoring the scale of risk facing communities along the Front Range. To reduce future impacts, the Town works closely with the Mile High Flood District on projects that improve stormwater management and maintain critical drainage infrastructure. In addition, Superior has proactively acquired all properties with structures within the 100 year floodplain that have experienced repeated flood or fire damage, reducing future exposure and helping safeguard both lives and property.

Extreme heat events are becoming more frequent and severe in Boulder County, intensified by urban heat island effects where large areas of pavement and limited tree cover can drive temperatures up to 17 degrees higher than shaded locations. Superior continues to manage its tree canopy thoughtfully, balancing the benefits of increased shade and cooling with the realities of the region's native prairie ecosystem and the need to limit wildfire risk. Public gathering space, such as the Superior Community Center, as well as facilities in other jurisdictions serve as centralized locations for residents during extreme heat and high wind events.

Boulder County identifies severe winter storms as a high probability hazard for Superior, with the potential for widespread and prolonged impacts. Heavy snow, ice, and extreme cold can disrupt communications, trigger power outages, create hazardous travel conditions, and isolate neighborhoods—conditions that can significantly impede emergency response. To reduce these risks, the Town is actively hardening essential infrastructure and improving system reliability to better withstand winter storm conditions.

Extreme wind events are also increasing in frequency and intensity, contributing to more red flag warning days and elevating the risk of fast moving wildland fires. High winds can damage Town infrastructure, topple trees, and exacerbate fire spread, creating compounding hazards. In addition, utilities may implement Public Safety Power Shutoffs (PSPS) during periods of extreme fire weather to prevent electrical equipment from sparking wildfires. While PSPS events reduce ignition risk, they can also disrupt critical services, impact residents who rely on powered medical devices, and complicate emergency response.

Superior also benefits from strong partnerships that expand access to state, regional, and federal funding for resilience projects. Through collaboration with Boulder County, Mile High Flood District, the State of Colorado, FEMA, and Wildfire Partners, the Town has secured significant grant and cost-share funding for vegetation management, home hardening rebates, stormwater improvements, wildfire mitigation, and long-term resilience planning. Recent funding successes include $2.6 million in FEMA Hazard Mitigation Grant Program (HMGP) funding for wildfire mitigation projects, $383,432 from the Colorado Division of Homeland Security and Emergency Management (DHSEM) to support the match requirement for FEMA HMGP, and $142,954 from Boulder County to fund three years of targeted goat grazing in Superior's open spaces. Additional successes include more than $10,000 in Wildfire Partners rebates for Superior homeowners in 2025, three large scale neighborhood fuel reduction projects (one totaling $100,000), as well as support for hazardous tree removal, rotational grazing, and native plant restoration projects. Beyond reducing hazard risk, the intentional, strategic nature of these grant-funded projects produce important co-benefits including enhancing public health and safety, supporting ecological restoration and sustainable land stewardship, creating workforce and youth development opportunities, strengthening community engagement, and generating long-term economic savings by reducing future disaster recovery costs. Together, these partnerships allow Superior to implement mitigation measures that would otherwise be cost prohibitive, strengthening community safety and long-term climate resilience.

Superior is working closely with Boulder County and Mountain View Fire Rescue to address these evolving risks through coordinated regional communication, public alerts, and targeted infrastructure hardening efforts. This includes preparing for potential PSPS events, improving backup capabilities at essential facilities, and ensuring residents receive timely warnings about red flag conditions, high wind events, and planned power shutoffs. Through these collaborative efforts, the Town is strengthening its ability to anticipate, withstand, and respond to severe winter storms, extreme wind events, and wildfire related power disruptions.



## Community Input

Hazard mitigation, particularly wildfire, emerged as a leading concern among residents, each offering their own perspective on what resilience should look like for Superior in the face of natural and human caused disasters. Community conversations generated a wide range of ideas, including strengthening building and design standards, improving emergency response and evacuation procedures, expanding public education and awareness, and deepening collaboration with regional partners. This process also incorporated extensive input from first responder stakeholders, whose on the ground experience helped validate community concerns and highlight operational needs. Across all discussions, residents and first responders alike emphasized that preparedness and mitigation must be treated as ongoing commitments. In response, the Town continues to refine its plans, update policies, and invest in new strategies - ensuring that community feedback and professional expertise drive continuous improvements to Superior's overall resilience.
**COOP (internal document only not shared to public), Conflagration Response Plan (same) and Mountain View Fire Rescue CWPP are not included in **Appendix D**.

> **The Town should ensure that we have ample water resources going far into the future.**

> **Make the HOAs more accommodating when it comes to sustainability/resilience house modifications.**

> **Investing in enhanced fire prevention and response systems, such as advanced fire detection technologies and resilient infrastructure, will help minimize the impact of future fires and reduce recovery times.**

> **Thoughtfully care for our open spaces and create space between potential fire fuels and homes.**

# Goals, Policies, & Actions

## Resiliency Goal 1 S H A P E

*See Community Values on page 40*

### Promote Superior as a leader in planning for resilience.

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **R 1.1 Equip the community with the tools, knowledge, and resources needed to prepare for, respond to, mitigate for, and recover from disasters.** | | | |
| Expand adaptive capacity of community centers to become resiliency hubs and educational centers. | 2 | LT | BC, MVFR, CO, FEMA, DOLA |
| Continue to use a centralized location where response to hazards could be coordinated and where all town staff are located to improve coordinated communications internally and to the public. | 3 | LT | N/A |
| Enhance public information, mapping regulations, and warning and response. | 1 | | BODM, BCSO, MVFR |
| **R 1.2 Integrate lessons learned from prior experiences into future planning, training, and education to continually improve.** | | | |
| Conduct after-action reports following any disaster, emergency response, or major incident to identify strengths, challenges, and opportunities for improvement. | 1 | ON | BODM, MVFR, BCSO, CO, NGOs |
| Institutionalize lessons learned into future planning, training, and public education efforts to continually strengthen community resilience. | 1 | ON | BODM, BCSO, MVFR, CO, FEMA, NGOs |
| Establish land-use policies that require consideration of relevant natural hazards for development plans in natural hazard areas. | 1 | ON | CO, NM |
| Consider establishing a Natural Resource Conservation Overlay or Environmental Overlay. | 2 | LT | ACES, OSAC, COL, USFW, WP, PCOS, MHFD |

**Partner organizations are listed on **page 163***

## Resiliency Goal 2 S H A P E

### Collaborate with local, regional, and state partners to enhance coordinated planning, response, and recovery efforts.

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **R 2.1 Promote local, state, federal, regional partnerships to complete and update hazard and resiliency planning and improve infrastructure with air quality, resilience, and water use in mind.** | | | |
| Consider strengthening partnerships with agencies such as Boulder County Recovery Department, Boulder Office of Disaster Management, Mountain View Fire Rescue, and Colorado Department of Transportation (to improve the transportation network). Continue with informal partnerships and consider mutual aid agreements to expand intergovernmental cooperation. | 2 | ON | BC, BODM, CDOT |
| Conduct urban conflagration response planning with Mountainview Fire Rescue, Boulder County Sheriff's Office, BODM. | 2 | ST | MVFR, BCSO |
| Participate in regional emergency exercises. | 2 | ON | BC, BODM, MVFR, BCSO |
| Continue collaborations with Mile High Flood District on projects to increase resilience of the Town's stormwater systems. | 2 | ON | N/A |
| **R 2.2 Unify, maintain, and build upon existing emergency preparedness, climate adaptation, and resilience plans and strategies to prepare for the impacts of climate change, especially for vulnerable populations.** | | | |

## Resiliency Goal 3 S H A P E

### Implement policies and projects that ensure critical infrastructure and services are resilient to natural and human-made disasters.

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **R 3.1 Harden critical infrastructure (e.g., water, energy, transportation, communications) against natural and human-made disasters.** | | | |
| Ensure critical civic institutions and spaces are resilient and prepared to respond to natural disasters. | 2 | LT | N/A |
| Plan for redundancy and backup systems to ensure service continuity, especially for water and energy. | 1 | ON | CO |
| **R 3.2 Ensure transportation and connectivity improvements provide adequate emergency functionality to support response and evacuation.** | | | |
| Continue to assess development proposals and projects to ensure they support emergency response capacity and capability. | 2 | ON | N/A |
| Ensure all new light infrastructure has emergency response capacity in the form of energy backup and storage. | 1 | ON | N/A |
| **R 3.3 Enhance resilient building and development practices and policies to protect health and life safety during natural and human-made hazards.** | | | |
| Hire a staff person who is focused solely on housing, not only for affordability but also for sustainability, resilient building, and development best practices. | 3 | LT | N/A |
| Evaluate design standards from an emergency management perspective to ensure buildings are resilient and interconnected to transportation networks. | | | N/A |
| Continue to partner regionally to identify innovative existing building policy and design standards for extensive remodels that improve health and life safety. | 2 | ON | N/A |

## Resiliency Goal 4 S H A P E

### Enhance Superior's resiliency from wildfires.

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **R 4.1 Implement projects, adopt policies, and conduct education to enhance community safety and resiliency from wildfires, especially near the wildland-urban interface (WUI).** | | | |
| Adopt, enforce, and update local code and policy as needed for the Colorado Wildfire Resiliency Code. | 2 | ON | CO, NM, MVFR |
| Require fire-resistant building materials and designs in high-risk areas, especially in the wildland-urban interface (WUI). | 2 | ON | MVFR |
| Implement defensible space strategies and promote home hardening education and incentive programs - especially in high-risk areas near the Wildland-Urban Interface (WUI), in partnership with homeowners, realtors and landscape companies. | 2 | ON | MFPG, BC, CO, NGOs, MVFR |
| Conduct targeted vegetation management such as rotational grazing, removal of invasive species, and reintroduction of native plant species. | 2 | ON | BC, COB, NGOs |
| Adopt policies that require all new construction to be built in low-risk areas and prohibit development on open spaces. | 2 | ON | N/A |
| Pursue WUI and mitigation project funding opportunities. | 2 | ON | N/A |
| Build resident and business awareness, capacity, and responsibility for fire-wise strategies. | 2 | ON | N/A |
| Support implementation of the Master Drainage Plan using resilient watershed best practices to create more fire-resistant landscapes. | | | N/A |

## Resiliency Goal 5 S H A P E

### Collaborate with partners to ensure programs and social services are in place to address disaster-related trauma and build long-term social cohesion.

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **R 5.1 Support mental health and wellness programs that address disaster-related trauma, bolster resilience and build long-term social cohesion.** | | | |
| Foster partnerships with local nonprofits and service providers. | 2 | ON | NGOs |

## Resiliency Goal 6 S H A P E

### Implement nature-based solutions to build resilience to climate changes.

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **R 6.1 Expand tree canopies when appropriate with drought-tolerant, wind-resistant, fire-wise species to reduce heat islands, improve air quality, support biodiversity, and mitigate fire risk.** | | | |
| Partner with tree planting organizations to create tree planting programs for public spaces such as streets, parking lots, schools, and Town-owned property. | 3 | | NGOs |
| Continue to pursue Tree City USA certification. | 3 | | N/A |
| Design landscapes in accordance with Colorado Wildfire Resiliency Code to mitigate fire risk. | 2 | | CO |
| Continue tree planting programs for residential properties and private land, focusing on heat-vulnerable neighborhoods with low canopy cover. | 3 | | N/A |
| **R 6.2 Restore floodplains and streams and manage stormwater to reduce flooding impacts, protect water quality, and improve ecosystem resilience.** | | | |
| Require the use of green infrastructure, such as rain gardens, retention ponds, and restored wetlands, in new developments through the Land Use Code. | 1 | ST | MHFD |



# PARKS, RECREATION, & OPEN SPACE



# Background

## Existing Conditions Highlights

**Superior meets and exceeds standards for parks, open space, and trails.**

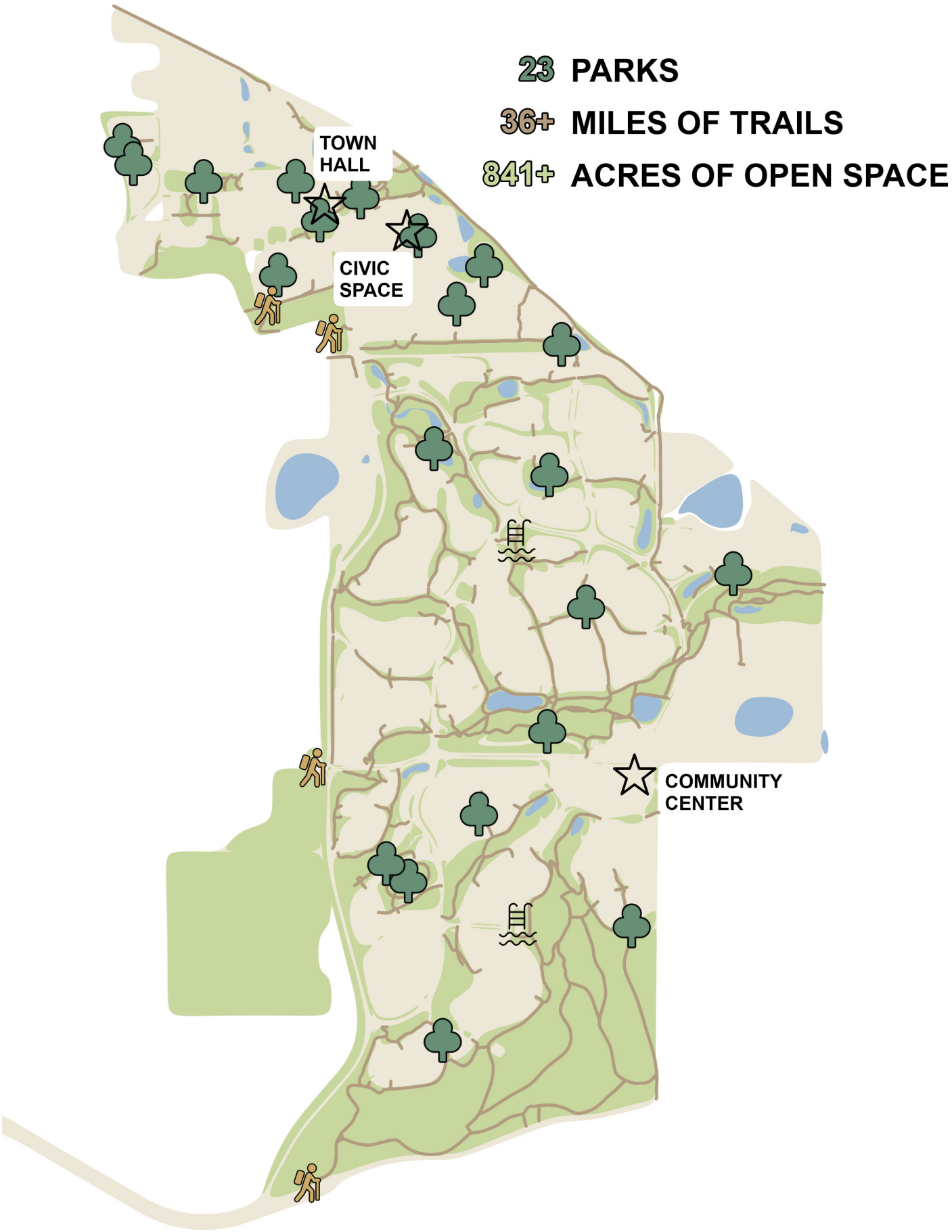
On average, the Town provides 14.3 acres of developed parks per 1000 residents, which is slightly higher than the National Recreation and Park Association (NRPA) Average of 12.6 acres per 1000 residents. Superior provides 61.2 acres of open space per 1000 residents (That's almost 5 times the NRPA Average of 12.6 acres per 1000 residents). And the Town provides 36.4 miles of trails (multi-use paths and soft-surface trails). That's slightly greater than 9 times the NRPA Average of 4 miles for a jurisdiction with a population of 20,000 or less.

**Almost 40% of the Town is comprised of Parks and Open Space**, not including private green space and areas used for water detention. This includes developed parks, undesignated Open Spaces and Officially Zoned Open Spaces throughout the Town. Approximately 32.1% of Town is considered and maintained as Open Space. Additionally, 7.5% of Town is considered and maintained as Developed Parkland. In November 2001, Superior residents passed a ballot initiative authorizing a 0.3% sales tax allocation for the acquisition and maintenance of open space. The 2021 Parks, Recreation, Open Space, and Trails (PROST) Plan identified that 71% of survey respondents were most supportive of "purchasing land to preserve open space" when considering investment actions for the Town's PROST system.

**Superior has a variety of public recreation amenities and services**. The Town maintains 23 parks, 12 of which are located within Rock Creek Ranch, the largest neighborhood in Superior. Superior's two regional parks, Founder's Park and Community Park, primarily serve the Town's northern and central neighborhoods. Superior operates the Community Center and newly built Civic Space providing residents with numerous activities, amenities and services.



**Figure 21:** Town of Superior Parks and Open Space Map




*Source: Town of Superior, GIS*

## Community Input

Parks, recreation, and open space form the cornerstone of Superior's community identity and are central to residents' local decision-making priorities. While survey results indicated that most residents felt the town has sufficient parks and open spaces, this sentiment was strongly debated during open house events—particularly in discussions about Town 15. Enhancing existing parks, trails, and open spaces, as well as acquiring or developing new ones, was later identified as a top community priority. The Community Center was highlighted as a major asset, with strong support for expanded programming for young families, teens, and seniors. Additionally, residents identified gaps in the current recreation network, particularly the absence of a dedicated recreation center, library, or senior center. The most popular community priority was to enhance maintenance of current parks, trails, and open spaces.

> **There should always be an opportunity to expand open space and encourage nature to thrive.**

> **Year round recreation center with indoor pool, weight room and workout spaces.**

> **I would love to see other playgrounds updated and have more shaded and interactive areas (like splash pads, climbing walls, etc.) now that I have a son!**

# Goals, Policies, & Actions

*See Community Values on page 40*

## Parks, Recreation, & Open Space Goal 1

S H A P E

**Enhance and preserve Superior's parks, recreation, and open spaces as vital community treasures that bring people together, provide opportunities to recreate, contemplate, celebrate, experience nature, encourage wildlife, enjoy public art, volunteer, and participate in Town initiatives, and events (reference the PROST Master Plan, Place Making Master Plan, Open Space Management Plan).**

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **PROS 1.1 Ensure new development contributes/connects to the applicable parks, recreation, and open space network.** | | | |
| Implement long-range planning and develop guidelines for best management practices for Open Space properties | 2 | ON | NM, MVFR |
| Prioritize opportunities for trail connections, access to existing parks and open space, creation of new spaces. | 2 | ON | N/A |
| Complete the 2026 Open Space Management Plan Update | 1 | ON | N/A |
| Explore opportunities for public art as part of new development applications | 3 | ON | D, CAPS |
| **PROS 1.2 Seek out opportunities to partner with local agencies and neighboring municipalities on shared resources and connections.** | | | |
| Meet annually with neighboring municipal and partner groups/ organizations | 2 | ON | NM, MHFD, FOCC, BP |
| Submit open space acquisition and trail development priorities to Boulder County each year through recommendations of OSAC | 2 | ON | BC, OSAC |
| **PROS 1.3 Pursue alternative funding for land acquisition, land and facility management, and public art development/acquisition.** | | | |
| Identify funding for priority land acquisitions and trail projects (new or improvements) | 2 | ON | BC, CDOT, MHFD |

**Partner organizations are listed on **page 163***

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| Continue to explore grant opportunities and funding partners such as The Conservation Fund, Mile High Flood District, Jefferson and Boulder Counties and City of Boulder | 2 | ON | BC, CO, MHFD |
| Explore grant funding for sustainability projects | 2 | ON | ACES, BC, CO |
| Explore funding for public art, and art and historical programming | 2 | ON | BC, CO, CAPS |
| **PROS 1.4 Preserve and protect wildlife and habitat.** | | | |
| Identify, acquire and protect wildlife corridors within the Town | 2 | LT | CPW, CDOT, USFW, ACES |
| Advocate for the Prairie Dog Playbook recommendations | 2 | ON | N/A |
| Advocate for habitat protection including retention of valuable dead trees | 1 | ON | TC |
| Initiate a Town of Superior Wildlife Plan including a habitat revitalization program with priority actions and locations | 3 | ST | BC, CO |
| **PROS 1.5 Maintain Superior's existing parks, open space, facilities and amenities to uphold the quality and standard residents' value so highly.** | | | |
| Seek funding for the backlog of deferred maintenance items in parks and open space | 2 | ON | NRPA, CPRA, BC, CO |
| Continue to regularly inspect park properties and facilities and make recommendations for needed improvements | 1 | ON | PAR, TC |
| Secure funding for regular annual maintenance of parks, open space and facility assets | 2 | ON | PAR, TC |
| Complete recommendations of the Open Space Management Plan | 2 | ON | OSAC, TC |
| Utilize parks, facilities, and amenities to support and grow our sense of community with: gatherings and events, volunteer projects and programs, and community support efforts. | 1 | ON | TC |

# Parks, Recreation, & Open Space Goal 2

## Elevate Superior's parks to inspire play, nature and wildlife appreciation, active lifestyles, appreciation of art, history, and cultural experiences for all users.

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **PROS 2.1 Ensure equal access to park and recreation locations, facilities, and programs, and seek out funding support.** | | | |
| Update interpretive and wayfinding signs in parks and open space | 1 | ST | PARC, OSAC |
| Renovate playgrounds and other park amenities as needed to meet current accessibility requirements | 1 | ON | PARC, TC |
| **PROS 2.2 Seek out opportunities to meet the growing demand for parks, trails, open space and wildlife habitat, athletic fields, pools/aquatics, senior and teen programming, events, art and historical spaces and programming, open space and nature programming.** | | | |
| Identify underutilized Town parks and open space properties that could be improved to meet growing demand for services | 1 | ON | PARC |
| Continue to work with developers on land dedications for parks and open space | 2 | ON | D, PC, OSAC, PARC |
| Submit grant applications to help fund a Trail Plan that will develop trail wayfinding, naming, rating of trails | 1 | ON | OSAC, BC, CO |
| Apply for youth corps-type programs to leverage labor needed for trail and open space improvements | 1 | ON | BC, AC |
| Support volunteer efforts to improve and maintain parks, open space, public art, historical initiatives and recreational programming | 1 | ON | TC, Advisory Committees |
| **PROS 2.3 Support ongoing initiatives to make parks more sustainable.** | | | |
| Implement recommendations from the Sustainability Action Plan pertaining to electrification of facilities and equipment, turf and irrigation reduction, and new facilities that meet LEED certification. | 2 | ON | ACES, DRCOG, CWCB |

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **PROS 2.4 Add an element of education to make parks more engaging and navigable.** | | | |
| Include more interpretative programming and signage at select parks. | 3 | MT | PARC |
| Continue to document educational information and programs on the Town website | 2 | ON | Advisory Committees |
| **PROS 2.5 Promote the preservation of historical artifacts, properties, archeological sites and areas of significance.** | | | |
| Continue to maintain and preserve the Superior Historical Cemetery, Historical Museum, Interim Museum (Bungalow), and various outbuildings at Grasso and Asti Park as important historical and interpretive structures | 1 | ON | TC, Advisory Committees |
| Pursue information related to historical indigenous influences in and around the Town of Superior | 1 | ON | HC, BC, CO, LPL, IO |
| **PROS 2.6 Support ongoing efforts to utilize parks and facilities to provide opportunities that foster a sense of community.** | | | |
| Continue to provide the community with purposeful Town events. | 1 | ON | TC, SCC |
| Identify new, meaningful, and desired opportunities for the community to gather. | 2 | ON | TC, SCC |
| Continue to work to ensure Town events and programs support resident's values and needs, and are accessible and sustainable. | 1 | ON | TC, SCC |

## Parks, Recreation, & Open Space Goal 3

### Protect, enhance, and improve access to the open spaces that provide unforgettable outdoor opportunities, nurture wildlife, and support the natural ecosystems of our unique region.

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **PROS 3.1 Update the Open Space Management Plan to support the vision and goals in this document.** | | | |
| Officially designate Open Space properties by re-zoning them to open space, natural or open space recreation. | 2 | MT | ACES, OSAC, PC |
| Continue to update the mapping of open space to identify various aspects of open space such as wildlife and flyway corridors, prairie dog colonies, nesting or den locations | 1 | ON | OSAC |
| Hire a trail consultant to evaluate needed trail projects addressing safety, access, erosion, and sustainable maintenance of trails | 2 | ST | OSAC, BC |
| **PROS 3.2 Protect the town's natural ecosystem and the living creatures that inhabit it.** | | | |
| Explore implementing the Prairie Dog Playbook to protect local wildlife populations | 2 | LT | ACES, OSAC |
| Dead Tree Preservation | 2 | LT | ACES, OSAC |
| Explore implementing Rodenticide alternatives in town-managed habitats | 2 | ST | ACES, OSAC |
| Complete vegetation plan with Mile High Flood District for Rock Creek and Cole Creek corridors | 1 | MT | MHFD, OSAC |

## Parks, Recreation, & Open Space Goal 4

### Enhance public spaces within the town through the integration and promotion of public art and historic sites, while preserving the character of significant places and historic sites through dedicated historic preservation, fostering cultural identity and heritage, and reflecting community values.

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **PROS 4.1 Explore art and history as a cultural programming division or department to better position arts, history, and culture to receive state and local funding.** | | | |
| Partner with the Marshall Fire Remembrance Sub-committee on development of the gathering place adjacent to the Oerman-Roche Trailhead | 1 | | TC, MFPG, Advisory Committees |

## Parks, Recreation, & Open Space Goal 5

### Nurture programs and events that build on a sense of community including volunteerism and Town Advisory Committees and Commissions.





# TOWN UTILITIES & INFRASTRUCTURE



# Background

## Existing Conditions Highlights

**The Town of Superior opened a Community Center in June 2021.**

This space serves a hub and an ideal space to host community engagement activities. The center provides a variety of programming including meeting rooms, flexible seating spaces, and a dedicated teen area along with free Wi-Fi.

The Mountain View Fire Rescue Fire Department provides both fire and emergency medical services to the Town of Superior. Mountain View Fire Rescue Station 5, located on S. Indiana St, serves the Town of Superior and unincorporated Boulder County Station. **The Town of Superior is 5th in Incidents by City over the last Year across the District**.

The Avista Adventist Hospital in Louisville, Colorado, located approximately 2.5 miles from Downtown Superior, is **a comprehensive medical center that provides a full range of medical specialties and health care** to the Louisville, Broomfield, Superior, and the surrounding Boulder County communities.

**The Town of Superior contracts public safety services with the Boulder County Sheriff's Office.**

The substation for the Sheriff's Office is located at 405 Center Drive in the Superior Marketplace shopping center.

## Community Input

Maintaining the fundamentals that make Superior an attractive, functional, and safe community was a shared priority among residents. Many expressed that the town's high quality of life is closely tied to the reliable infrastructure and services that residents have come to expect. Preserving the current level of town services, programs, and amenities was identified as a major community priority. Residents also showed interest in strategic investments to further enhance public infrastructure—particularly improvements that support cleaner water, more efficient utilities, and a more beautiful public realm.

> **"Focus on building a budget that focuses on better maintenance of our current amenities."**

> **"Managing maintenance of our infrastructure as well as amenities that need attention now and into the future."**

# Goals, Policies, & Actions

*See Community Values on page 40*

## Town Utilities & Infrastructure Goal 1

S H A P E

### Create welcoming public spaces that inspire connection, collaboration, and a stronger sense of community.

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **TSI 1.1 Continue to support the Community Center and Civic Space in their role as Superior's living room.** | | | |
| Expand program offerings where financially feasible. | 3 | ON | N/A |
| **TSI 1.2 Continue offering library services.** | | | |
| Consider expanding library services for Town residents. | 2 | ST | N/A |

## Town Utilities & Infrastructure Goal 2

S H A P E

### Provide dependable public utilities and services that ensure residents and businesses stay connected, safe, and thriving.

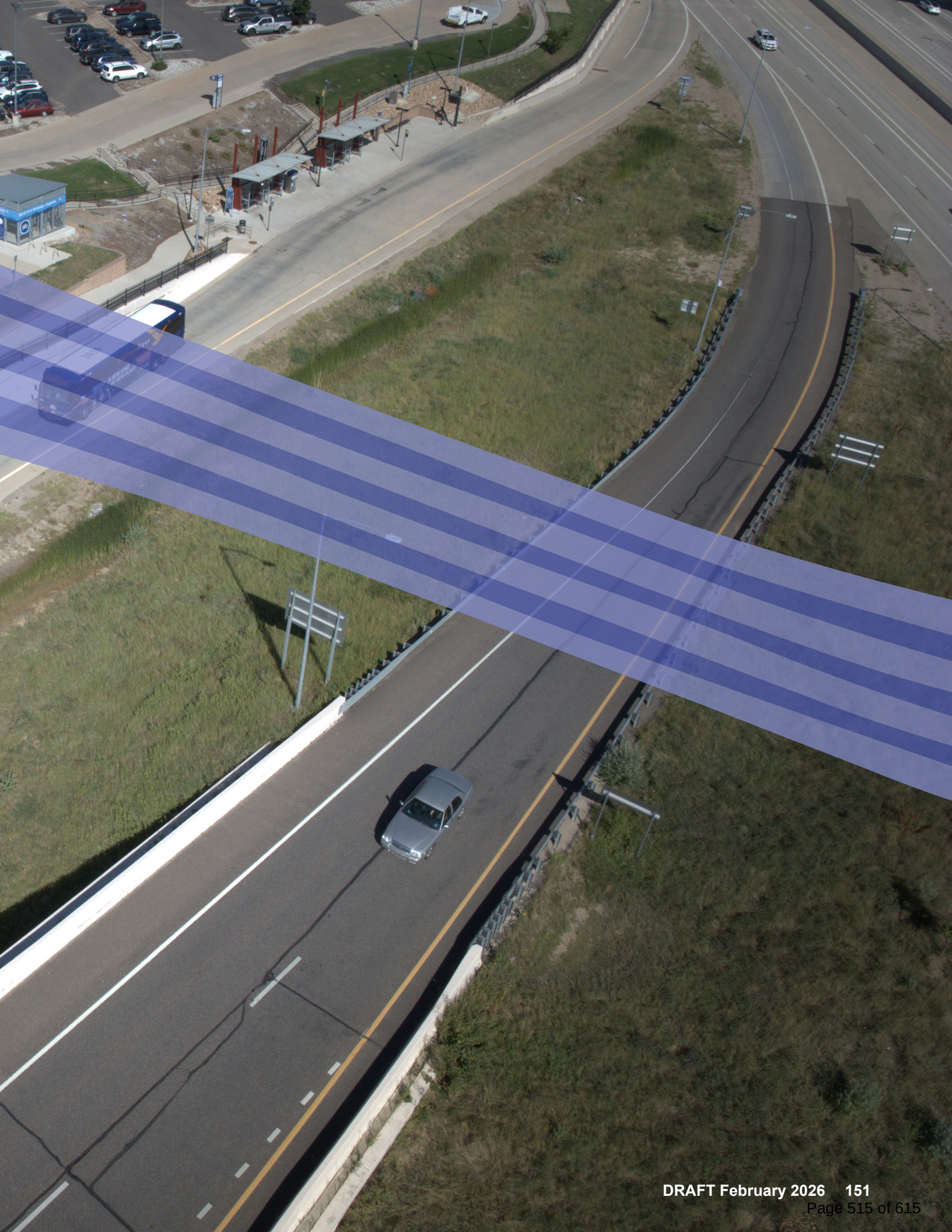
| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **TSI 2.1 Ensure a sustainable supply and high water quality for safe use in residents' everyday life.** | | | |
| Continue to coordinate with Superior Metropolitan District No. 1. to ensure a sustainable, high quality water supply is maintained. | 2 | ON | CWCB |
| Protect and manage water resources through conservation, reuse, and infrastructure investments that ensure long-term supply reliability and water quality. | 2 | ON | NW, CWCB |

**Partner organizations are listed on **page 163***

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **TSI 2.2 Invest in waste and stormwater infrastructure upgrades.** | | | |
| Incorporate green infrastructure into public streets and encourage it in private development standards. | 2 | LT | N/A |
| Promote sustainable utility systems that support long-term environmental health through efficient technologies, renewable energy, and water conservation practices. | 2 | ON | CWBC |
| **TSI 2.3 Ensure adequate compliance and maintenance of public roads, sidewalks, trails, and facilities.** | | | |
| Identify and upgrade public infrastructure that does not comply with American Disabilities Act (ADA) standards. | 2 | LT | N/A |
| Ensure all residents and businesses have safe, affordable, and equitable access to essential utilities and emerging technologies. | 1 | ON | N/A |
| **TSI 2.4 Provide utility infrastructure that supports the Town's desired land use patterns, redevelopment efforts, and long-term growth projections while avoiding overextension of public services.** | | | |
| Coordinate utility planning and investment with transportation, land use, housing, and economic development planning to maximize efficiency and minimize disruption to residents and businesses. | 2 | ON | N/A |
| **TSI 2.5 Work collaboratively with regional partners, service providers, and neighboring jurisdictions to plan, fund, and manage utility infrastructure in a cost-effective and mutually beneficial manner.** | | | |



# TRANSPORTATION



# Background

## Existing Conditions Highlights

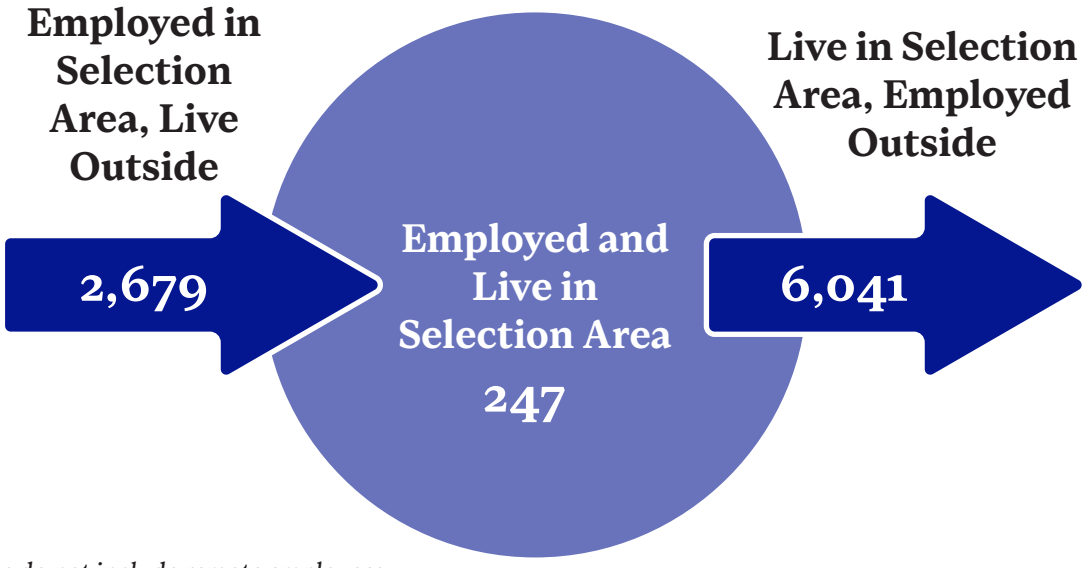
**The Transportation Master Plan was completed in tandem with this plan update.**

Only 4.3% of Superior residents are employed in Superior. The remaining 95.7% are employed outside of Superior. The top five counties where residents of Superior travel for work include the following:

- Boulder County – 39.1% (2,369 people)
- Denver County – 17.3% (1,050 people)
- Jefferson County – 11.0% (669 people)
- Adams County – 8.7% (526 people)
- Broomfield County – 7.8% (473 people)

Of people who are employed in Superior, 92.1% commute into Superior (live elsewhere).
The average travel time to work for Superior residents is 23.1 minutes, which is slightly lower than the state average.

**Figure 22:** Commute In/Out Patterns



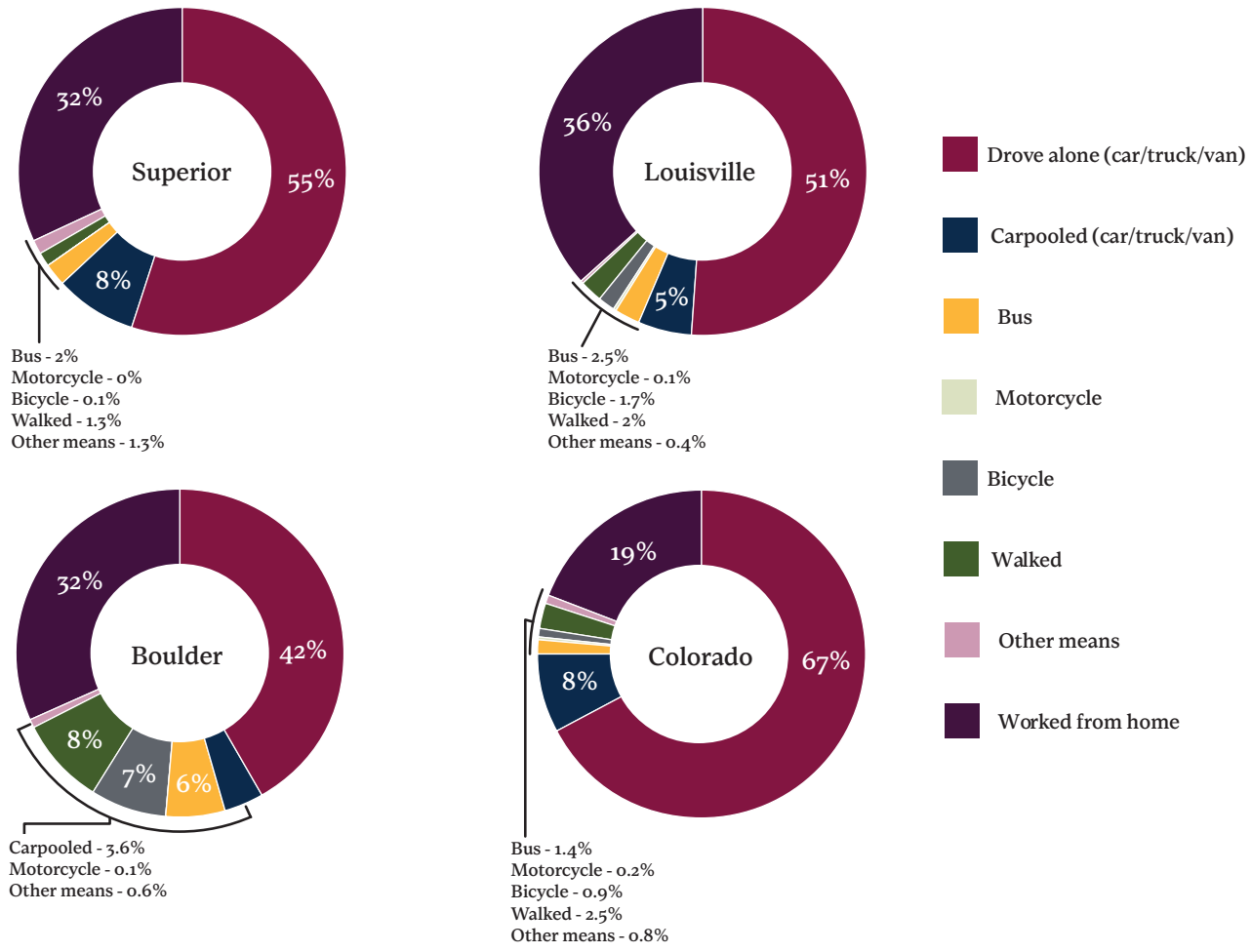

**Statistics do not include remote employees*

*Source: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics (Beginning of Quarter Employment. 2nd Quarter of 2002-202).*

Superior residents' mode choice patterns include a wide range of single occupancy vehicle (SOV) trips, carpooling or using transit, and active transportation. 55% of Superior residents drive alone to work, with 35% working from home, and the remaining 10% of residents carpooling, taking public transportation, walking, or bicycling. This compares to the state average of 66.8% of Colorado residents driving alone to work. Of the 45% of Superior residents not driving alone to work, 31.9% work from home, and 3.7% walk, ride a bicycle, or take public transportation to work. As shown in **Figure 22**, Superior's work from home, bus, and carpool mode shares are slightly higher than adjacent peer communities Superior's active transportation mode split (walking, riding a bicycle) is similar to adjacent peer communities.

21.5% of households have only one automobile available for their use, and 1% of residents have no automobiles available for their use. This compares with the state average of 18.7% and 2.4% respectively.

**Figure 23:** Means of Transportation to Work (Mode Split)




*Source: 2023 American Community Survey 5-year Estimates*

## Community Input

Although most people in Superior use their cars for the majority of trips, a large share of residents frequently walk and bike for recreation. Building more trails and paths was identified as the highest transportation priority, and walkability was a key factor for those choosing to rent in Superior. Other concerns raised focused on safety and traffic congestion.

> **Improve accessibility of last mile access to the McCaslin Park and Ride (love to use the AB bus line to the airport, but still need an Uber for the trip home if we don't want to leave our car there).**

> **Promoting additional walkability, bikeability, and alternative transportation.**

> **Rock creek parkway is still a huge issue for safe kid crossing.**

> **More retail within downtown so less driving needed.**

> **Please ensure that our town remains and builds connections between neighborhoods and the amenities of the town (schools, recreation areas, community center, Downtown Superior, etc). These connections ensure a feeling of community and shared ownership/responsibility.**

# Goals, Policies, & Actions

## Transportation Goal 1




*See Community Values on page 40*

**Mobility for all Users: The Town's transportation system connects neighborhoods, community destinations and regional facilities and services for users of all modes of transportation.**

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| T 1.1 Establish pedestrian, bicycle, and transit connections linking neighborhoods with destinations and regional networks. | | | |
| T 1.2 Explore emerging modes of travel, including micromobility and neighborhood electric automobiles. | | | |
| T 1.3 Encourage RTD to enhance transit services, especially for commuters and transit-dependent populations. | | | |
| T 1.4 Promote the RTD Park-n-Ride as the Town's key regional transit hub and strengthen local connections. | | | |
| T 1.5 Improve travel time reliability through multimodal signal coordination and operational strategies. | | | |
| T 1.6 Enhance first/last mile connectivity to transit. | | | |
| T 1.7 Support micro-mobility options and covered bicycle parking. | | | |
| T 1.8 Develop a "Bicycle Facilities Plan" and target corridors for bike network expansion. | | | |
| T 1.9 Investigate added transit service for greater reliability and frequency. | | | |
| T 1.10 Create crossing treatment guidelines and an implementation framework. | | | |
| T 1.11 Update Town Code to promote non-SOV travel at events (e.g., require bike parking). | | | |
| T 1.12 Support efficient goods delivery for residents and businesses. | | | |

**Partner organizations are listed on **page 163***

## Transportation Goal 2

S H A P E

### Integrated Land use and Transportation: New Development will construct needed transportation improvements and enact needed programs to support the Town's transportation goals.

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| T 2.1 Require adjacent improvements from new developments that impact the transportation system. | | | |
| T 2.2 Apply transit-oriented design principles near the Park-n-Ride. | | | |
| T 2.3 Consider development impact fees to fund transportation infrastructure and programs. | | | |
| T 2.4 Evaluate replacing parking minimums with parking maximums. | | | |
| T 2.5 Promote grid connectivity to improve walkability and reduce congestion. | | | |
| T 2.6 Require Transportation Demand Management (TDM) plans for all new development. | | | |

## Transportation Goal 3

S H A P E

### Collaboration: The Town will collaborate on transportation policies, improvements and programs with the community, neighboring jurisdictions and regional partners.

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| T 3.1 Engage the public in transportation planning and project prioritization. | | | |
| T 3.2 Coordinate with RTD to improve transit services. | | | |
| T 3.3 Work with neighboring agencies to build an integrated transportation network. | | | |
| T 3.4 Seek federal and state funding opportunities. | | | |
| T 3.5 Increase public access to transportation information and data. | | | |
| T 3.6 Advocate for Town-beneficial projects on non-Town-owned corridors. | | | |

## Transportation Goal 4

S H A P E

**Equity, Sustainability, Resiliency and Environmental Impact: The Town will pursue equity, sustainability, resiliency, public health and environmental preservation in all matters pertaining to transportation.**

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| T 4.1 Provide multimodal options accessible to all income levels, ages, and abilities. | | | |
| T 4.2 Align transportation actions with the Town's Sustainability Action Plan. | | | |
| T 4.3 Reduce emissions through infrastructure that supports walking, biking, and transit. | | | |
| T 4.4 Promote transportation programs that encourage health and social interaction. | | | |
| T 4.5 Factor emergency evacuation planning into transportation decisions. | | | |
| T 4.6 Design infrastructure that reflects community character and sustainability. | | | |
| T 4.7 Consider long-term financial sustainability in all planning. | | | |
| T 4.8 Foster interpersonal connections and public health through multimodal travel. | | | |

## Transportation Goal 5

S H A P E

**Parking: The Town will manage parking to reduce SOV dependence and to accomplish other Town goals.**

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| T 5.1 Manage curbside parking to support multimodal transportation and limit neighborhood impacts. | | | |
| T 5.2 Plan for electric automobile charging stations. | | | |
| T 5.3 Promote car share programs. | | | |
| T 5.4 Require event parking plans for Town events and permits. | | | |
| T 5.5 Encourage RTD to explore shared parking at the Park-n-Ride. | | | |
| T 5.6 Evaluate the performance of public garages and the Parkwell Program. | | | |

## Transportation Goal 6

S H A P E

### Transportation Maintenance: The Town will maintain transportation infrastructure to promote safety, efficiency, accessibility and sustainability.

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **T 6.1 Evaluate and update maintenance practices to support multimodal safety and sustainability.** | | | |
| **T 6.2 Upgrade bike/pedestrian infrastructure during street maintenance projects.** | | | |
| **T 6.3 Require a maintenance plan and funding for any new transportation facility.** | | | |

## Transportation Goal 7

S H A P E

### Public Health and Safety: The Town will seek to eliminate severe outcome crashes, reduce crashes and enable residents to feel safe using all modes of transportation.

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **T 7.1 Incorporate the goals and strategies of the Town's Vision Zero Action Plan.** | | | |
| Implement identified safety improvements on the Comprehensive Injury & Risk Network. | 1 | ST | Internal |
| Reduce risk factors on the transportation network. | 1 | ON | BCSO, CDOT |
| Upgrade pedestrian/bicycle crossing treatments at locations that were identified through the Systemic Crossing Analysis. | 1 | ST | Internal |
| Determine signage standards for improved road user clarity. | 3 | MT | CDOT |
| Enhance intersection operations and visibility where conditions have been or could be a crash factor. | 1 | ON | CDOT, BCSO |
| Enhance infrastructure for pedestrians and bicyclists throughout the Town. | 2 | ON | Internal |






# PLAN IMPLEMENTATION


STOP
15
OVER 30 FEET

# Implementation

## Implementation Matrices

The Implementation Matrices within each Plan Element chapter identify action items by their corresponding goal and policy. Each action item is assigned a priority level, timeframe, and one or more potential Town partners. The matrices are to be used primarily by Town staff and other departments to implement the plan's goals and track progress over time.

| Timeframe | | |
|---|---|---|
| Ongoing | ON | As Needed |
| Short-term | ST | 0-3 years |
| Medium-term | MT | 3-5 years |
| Long-term | LT | 5+ years |

## Partners

**AARP** - American Association of Retired Persons
**AC** - Americorps
**ACES** - Advisory Committee for Environmental Sustainability
**AH** - Advent Health
B - Brokers
**BC** - Boulder County
**BCEC** - Boulder Chamber Economic Council
**BCHA** - Boulder County Housing Authority
**BCOS** - Boulder County Open Space
**BCSO** - Boulder County Sheriff's Office
BP - Butterfly Pavillion
**BVSD** - Boulder Valley School District
**BO** - City of Boulder
**BODM** - Boulder Office of Disaster Management
**BR** - City of Broomfield
**CAPS** - Cultural Arts and Public Spaces Advisory Committee
CCC - Colorado Circular Communities
**CDOT** - Colorado Department of Transportation
**CHFA** - Colorado Housing and Finance Authority
**COEDIT** - Colorado Office of Economic Development and International Trade
**COL** - Colorado Open Lands
CO - State of Colorado
**CPW** - Colorado Parks and Wildlife
**CWCB** - Colorado Water Conservation Board
**CS** - Commuting Solutions
**CUB** - University of Colorado Boulder
**DCI** - Downtown Colorado Inc.
D - Developers
**DOLA** - Colorado Department of Local Affairs
**DRCOG** - Denver Regional Council of Governments
**EDCC** - Economic Development Council of Colorado
FRCC - Front Range Community College
**HC** - Historical Commission
**HH** - Habitat for Humanity
**IH** - Intermountain Health
IO - Indeigenous Organizations
**JC** - Jefferson County
**L** - Town of Louisville
**LFD** - Lousiville Fire Department
**LPL** - Louisville Public Library
**MDEDC - FREC** - Metro Denver Economic Development Corporation/ Front Range Economic Collaborative
MFPG - Marshall Fire Partner Groups
**MHFD** - Mile High Flood District
**MVFR** - Mountain View Fire Rescue
NM - Neighboring Municipalities
NW - Northern Water
**OSAC** - Open Space Advisory Committee
**PARC** - Parks and Recreation Advisory Committee
PC - Planning Commission
PO - Property Owners
RC - Recycle Colorado
**RTD** - Regional Transit District
**SYLC** - Superior Youth Leadership Council
**SCC** - Superior Chamber of Commerce
TC - Town Council
US36 - US 36 Collective
**USFW** - U.S. Fish & Wildlife Service
**ULI** - Urban Land Institute
UW - United Way
**WP** - Wildfire Partners

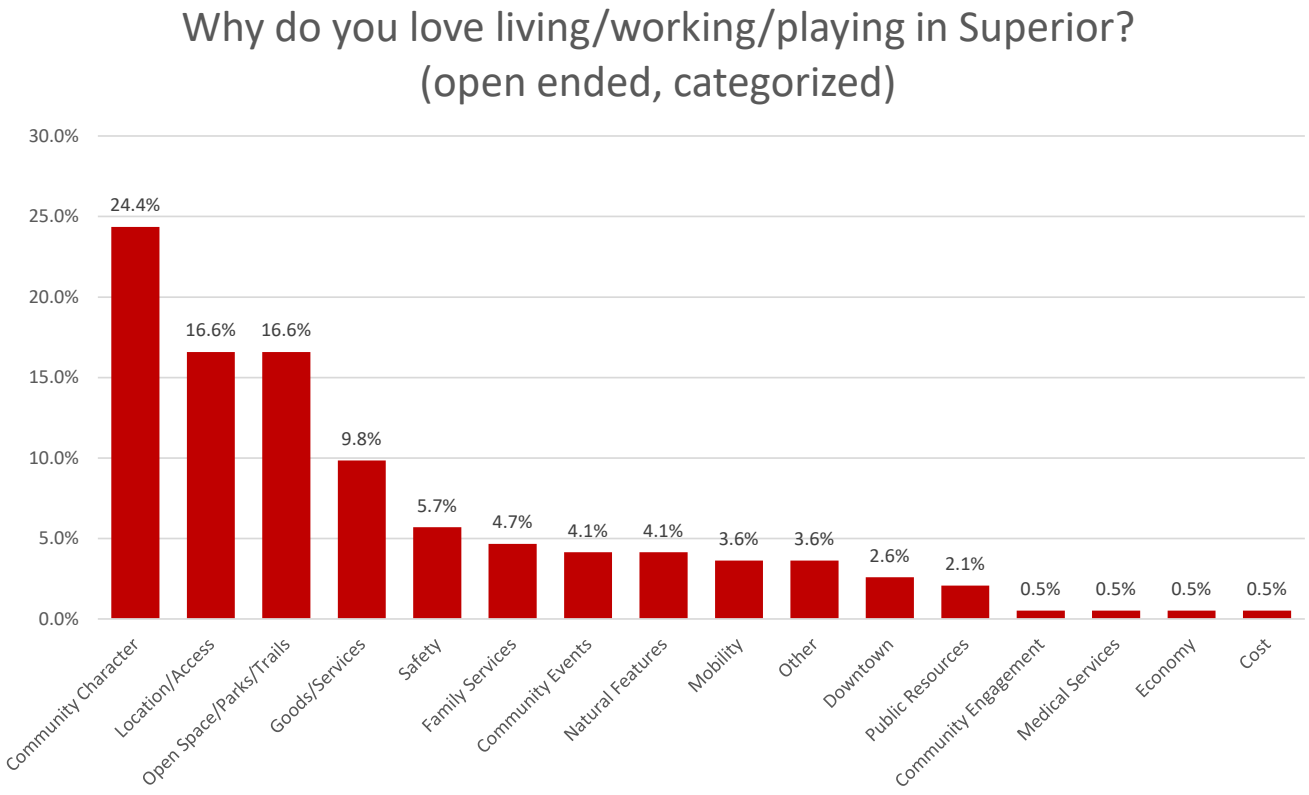


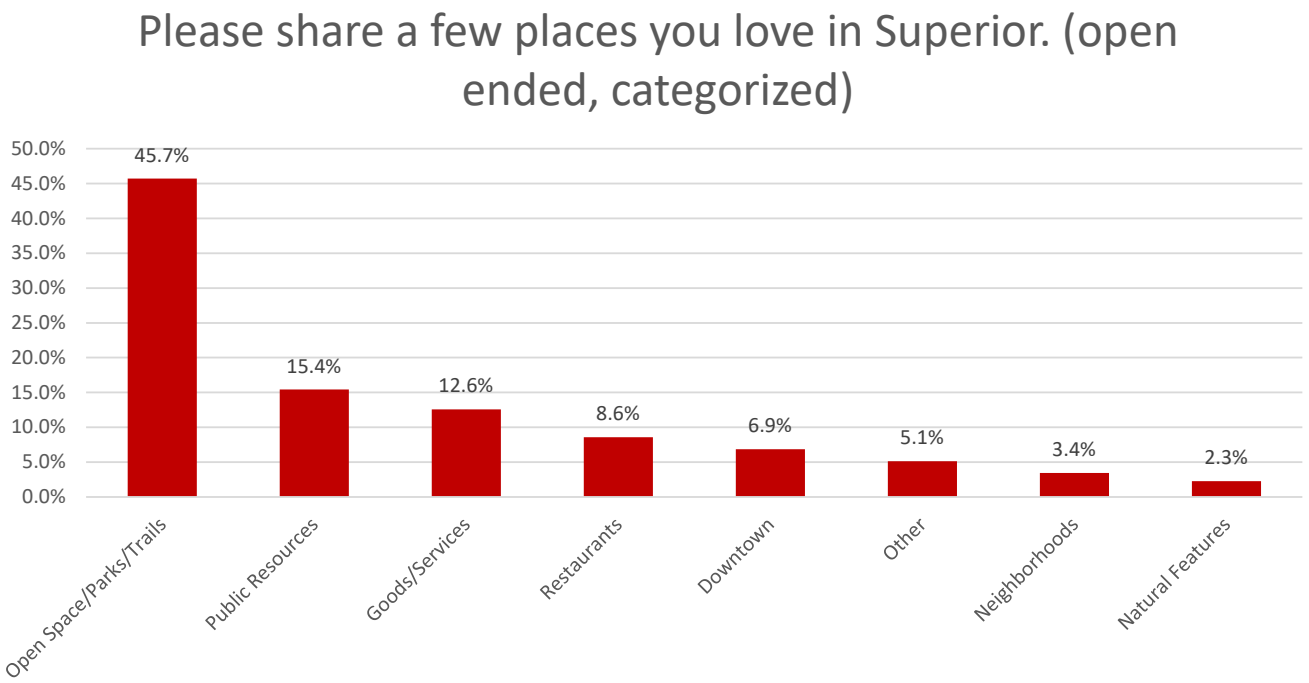
# APPENDIX



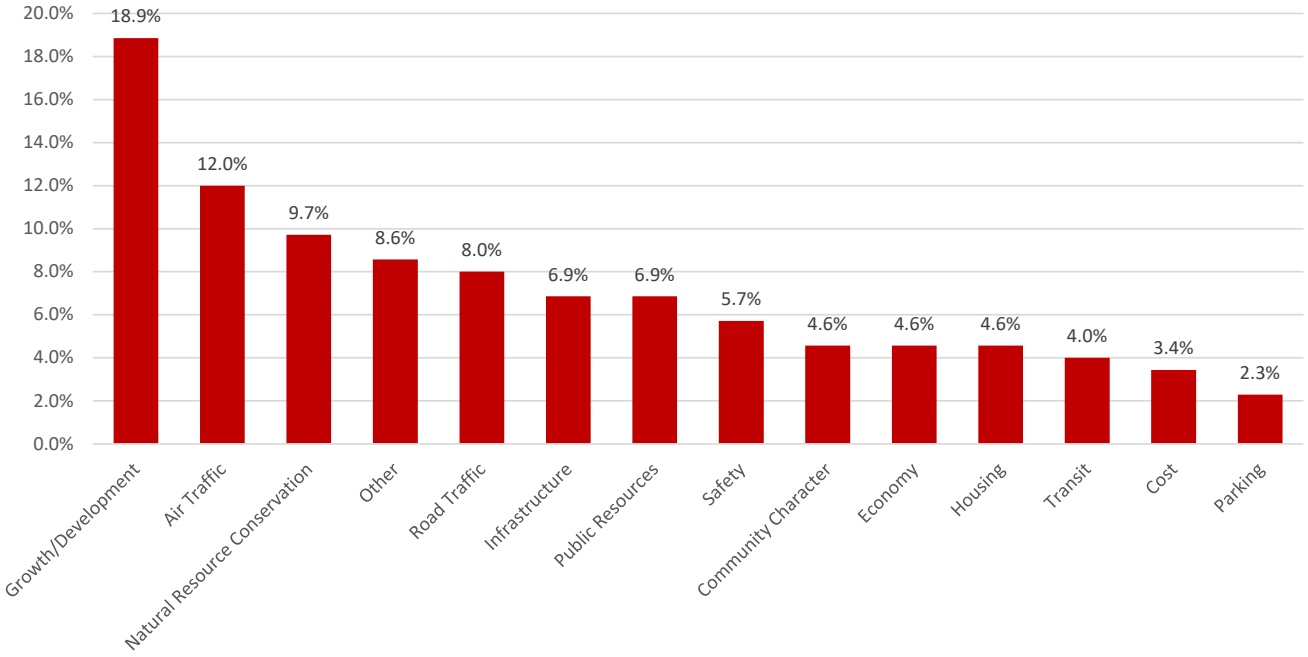
# Appendix A

## Community Survey

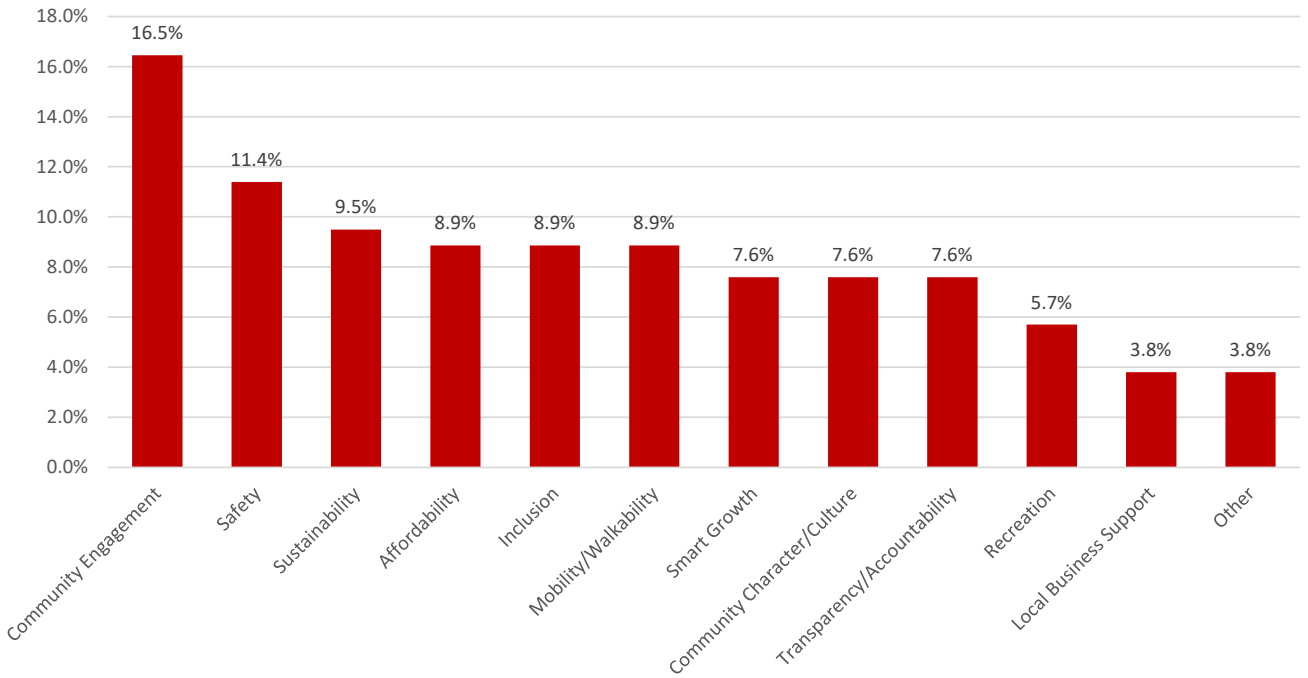


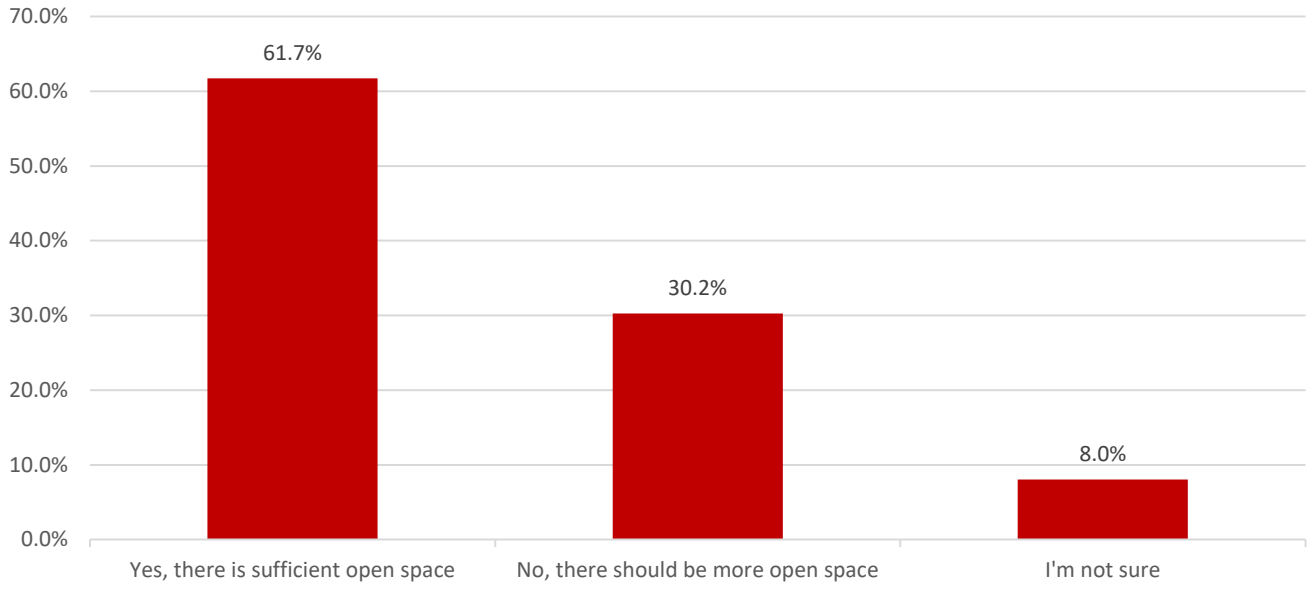
## What subjects or concerns would you like to see the Town Address over the next ten years? (open ended, categorized)



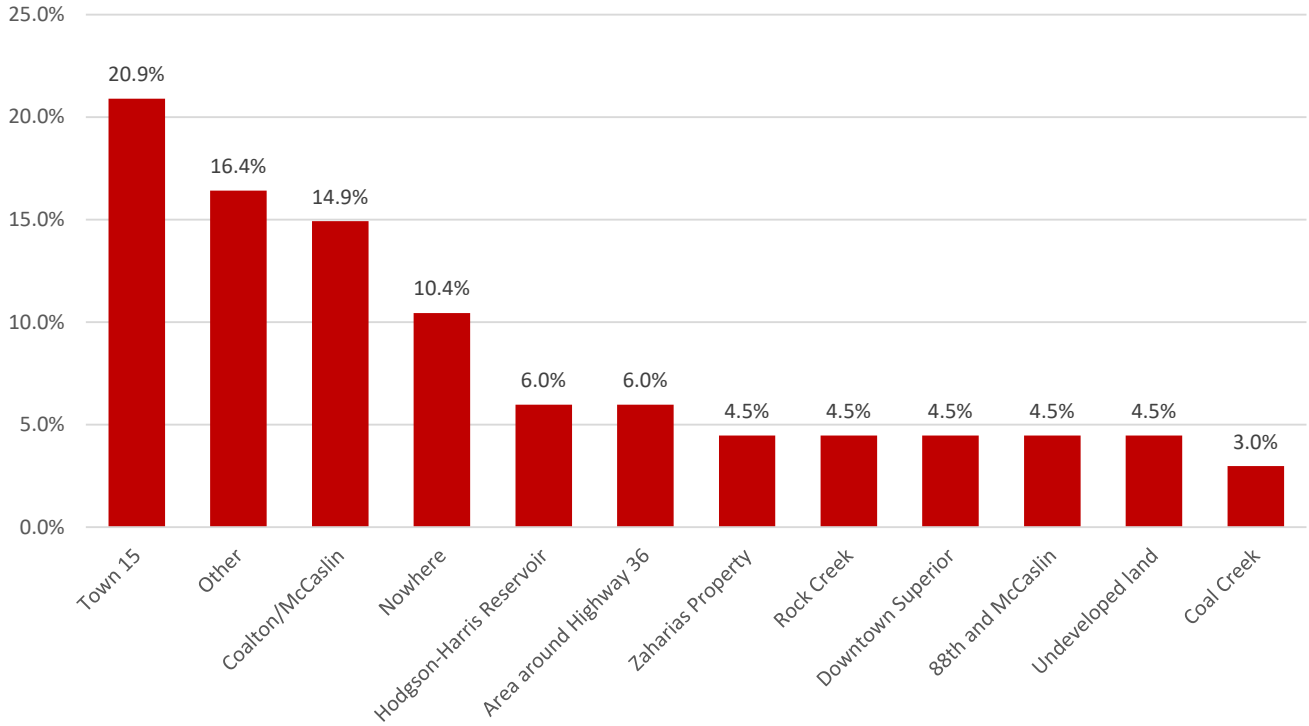

## What values should the Town of Superior rely on when making community-wide decisions over the next ten years? (open ended, categorized)



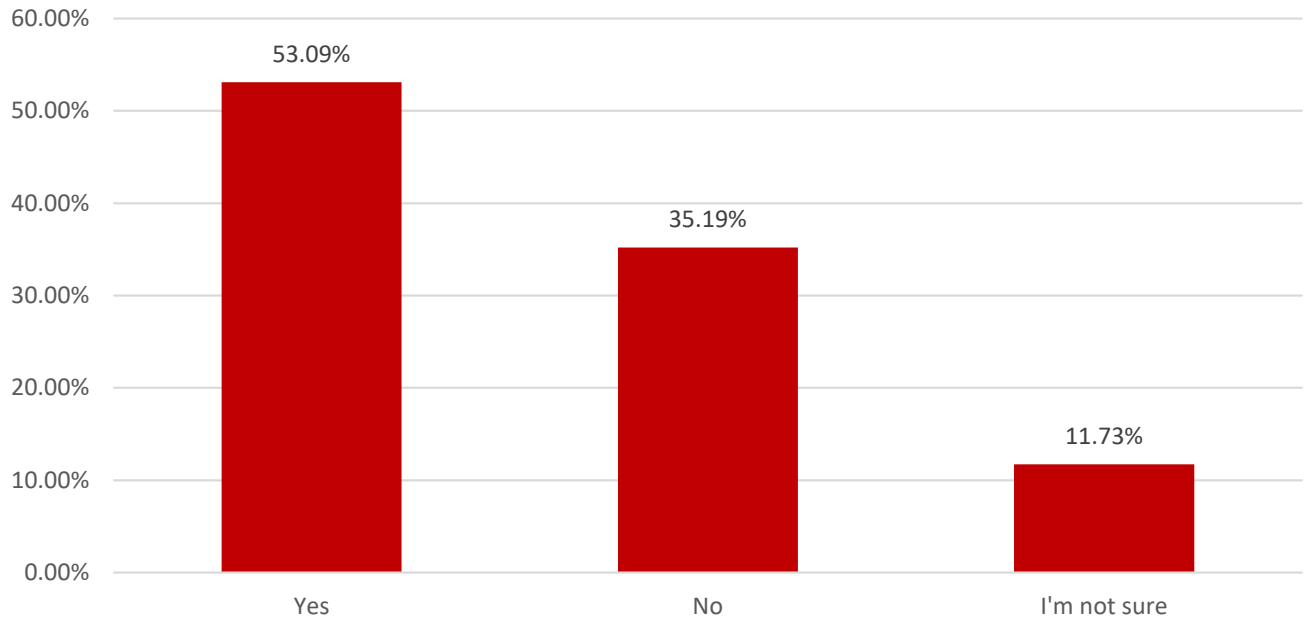
## Does the Town currently have a sufficient amount of open space? (multiple choice, select one)



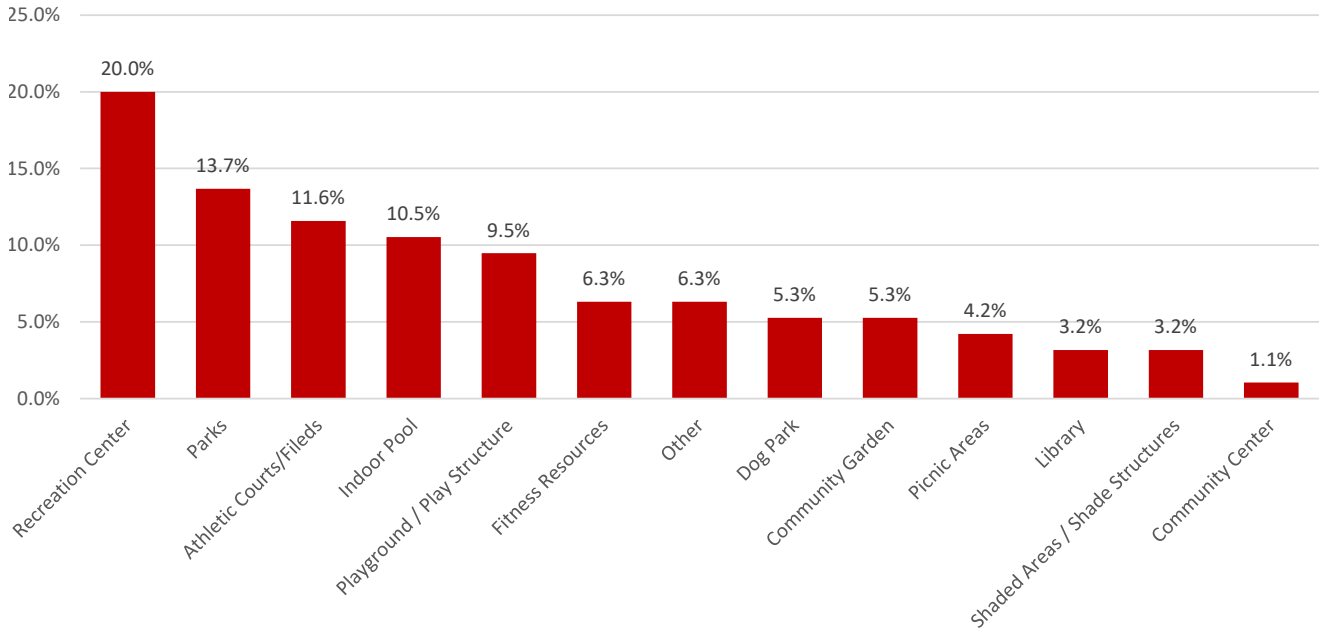

## If not, where would you like to see additional open space? (open ended, categorized)

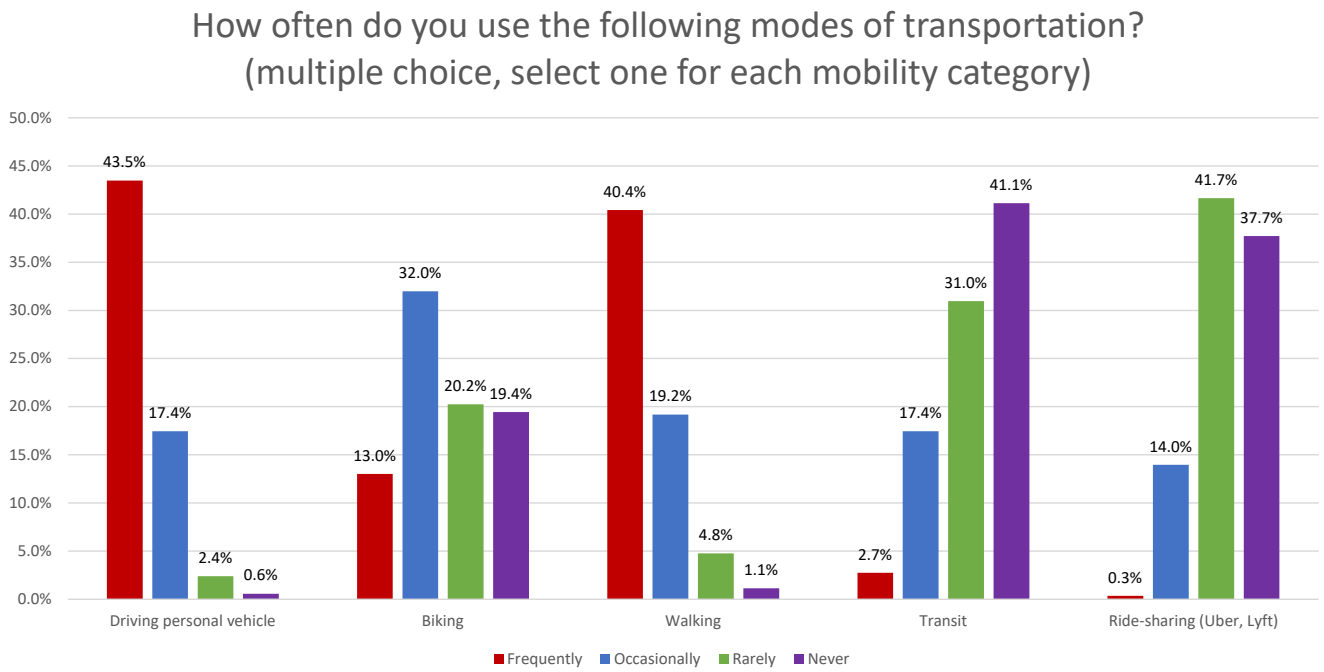


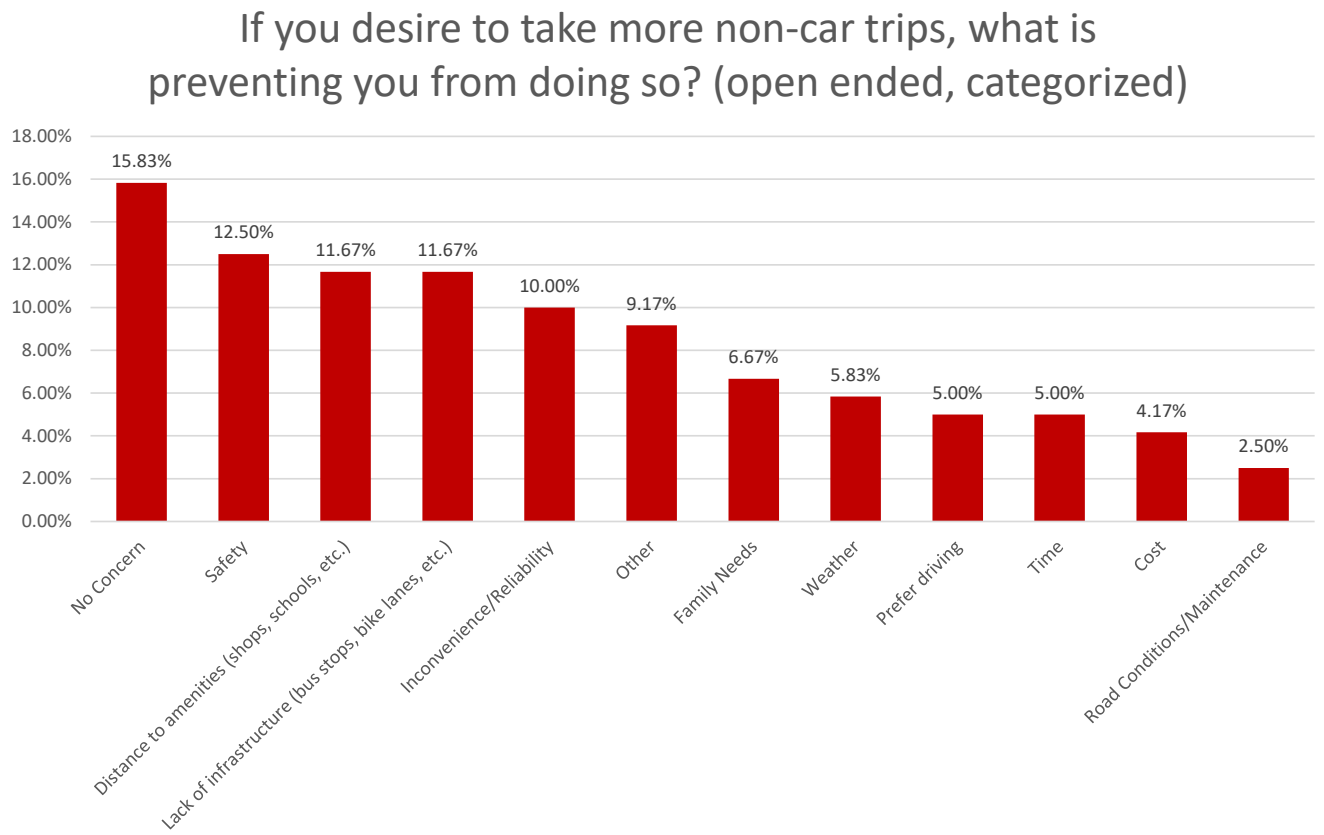
## Does the Town currently have sufficient park and recreational amenities? (multiple choice, select one)



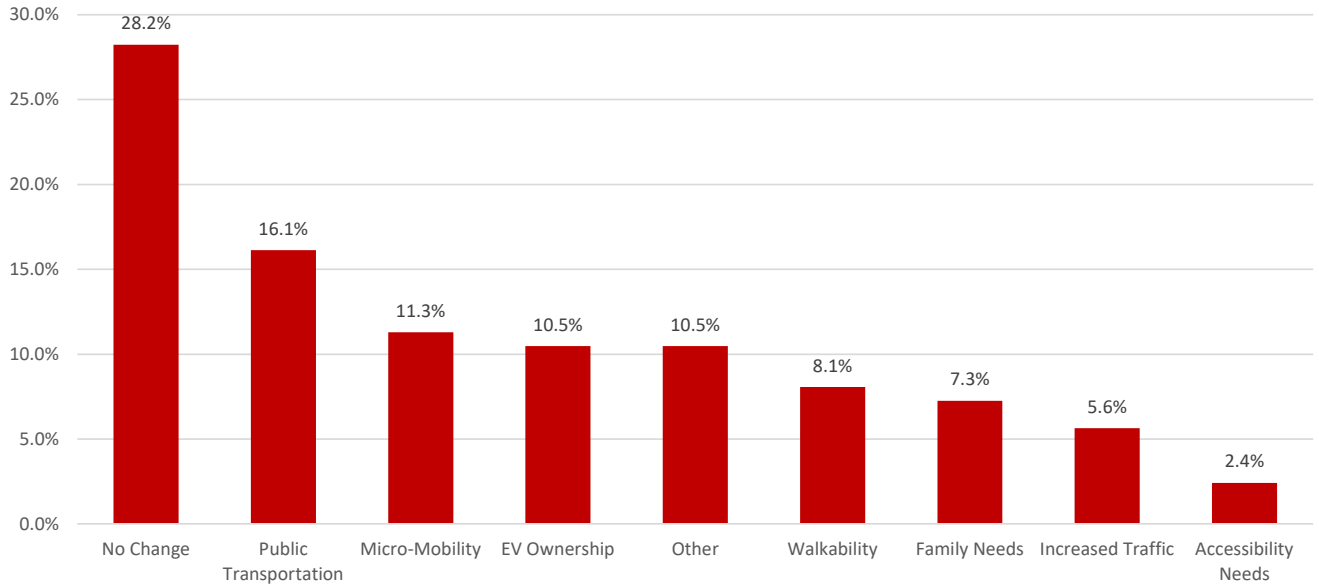

## If not, what amenities are lacking? (for example, ballfields, playgrounds, picnic areas, etc.) (open ended, categorized)



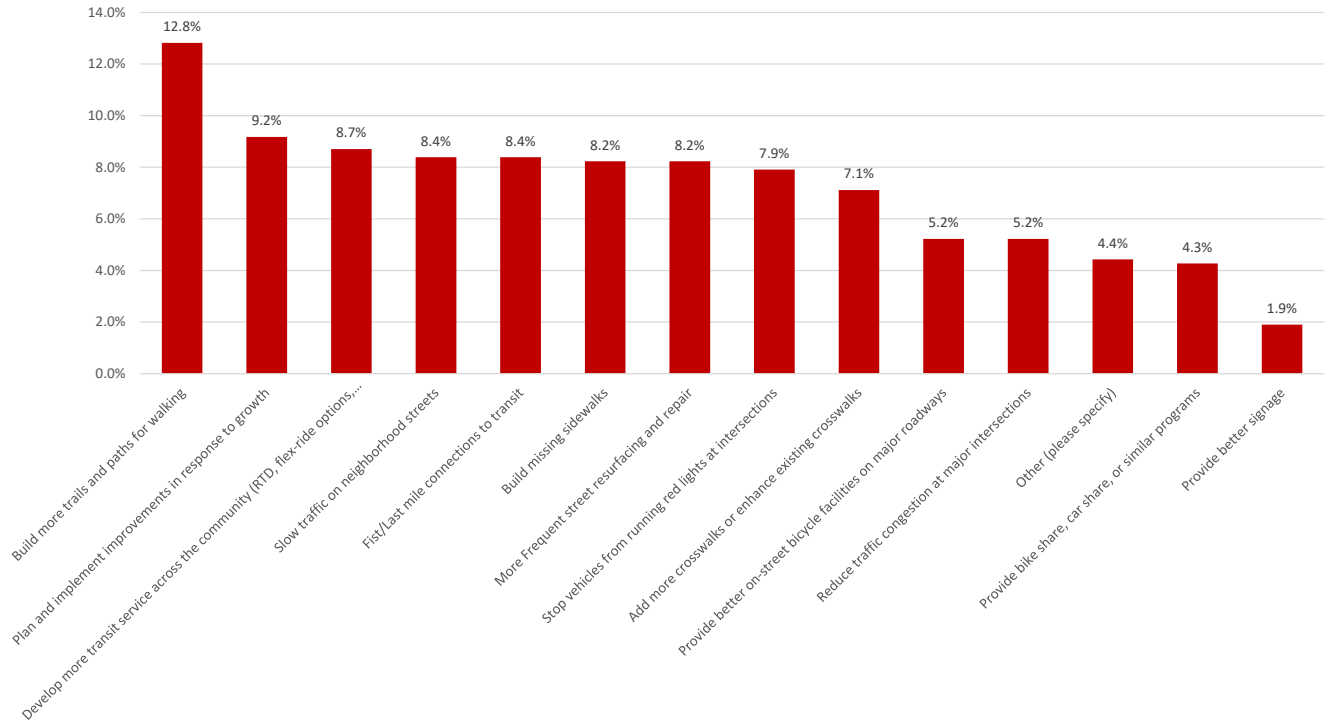

How often do you use the following modes of transportation? (multiple choice, select one for each mobility category)
50.0%
45.0%
40.0%
35.0%
30.0%
25.0%
20.0%
15.0%
10.0%
5.0%
0.0%
43.5%
17.4%
2.4%
0.6%
13.0%
32.0%
20.2%
19.4%
40.4%
19.2%
4.8%
1.1%
2.7%
17.4%
31.0%
41.1%
0.3%
14.0%
41.7%
37.7%
Driving personal vehicle
Biking
Walking
Transit
Ride-sharing (Uber, Lyft)
Frequently
Occasionally
Rarely
Never

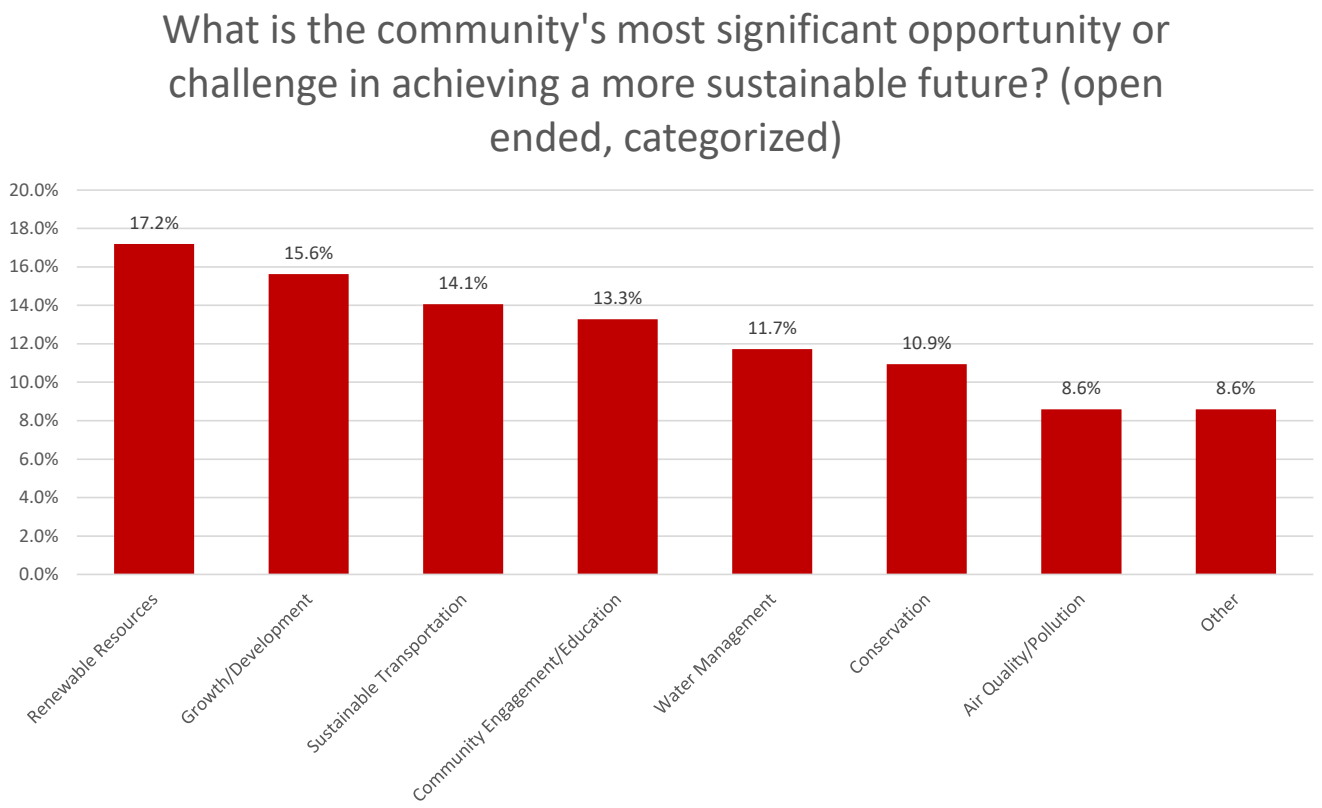

If you desire to take more non-car trips, what is preventing you from doing so? (open ended, categorized)
18.00%
16.00%
14.00%
12.00%
10.00%
8.00%
6.00%
4.00%
2.00%
0.00%
15.83%
12.50%
11.67%
11.67%
10.00%
9.17%
6.67%
5.83%
5.00%
5.00%
4.17%
2.50%
No Concern
Safety
Distance to amenities (shops, schools, etc.)
Lack of infrastructure (bus stops, bike lanes, etc.)
Inconvenience/Reliability
Other
Family Needs
Weather
Prefer driving
Time
Cost
Road Conditions/Maintenance

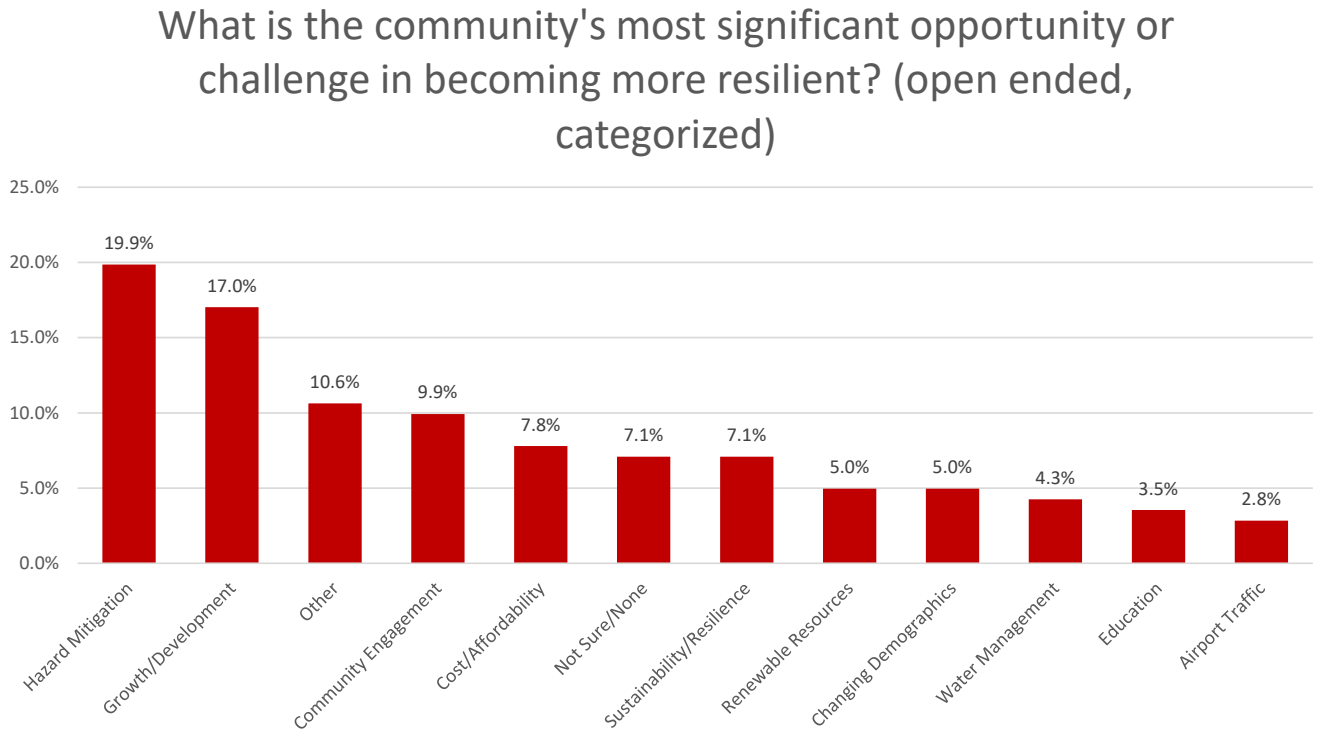
## How do you envision your transportation needs changing over the next ten years? (open ended, categorized)



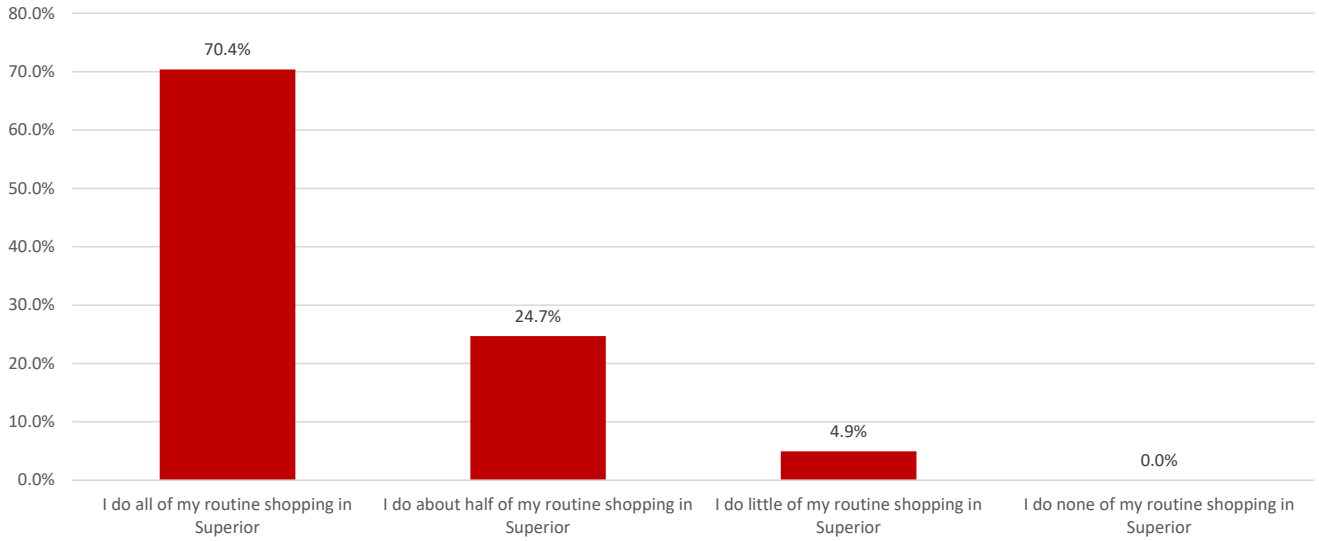

## Please select your top five (5) priorities for transportation efforts in the Town. (multiple choice, select top five)



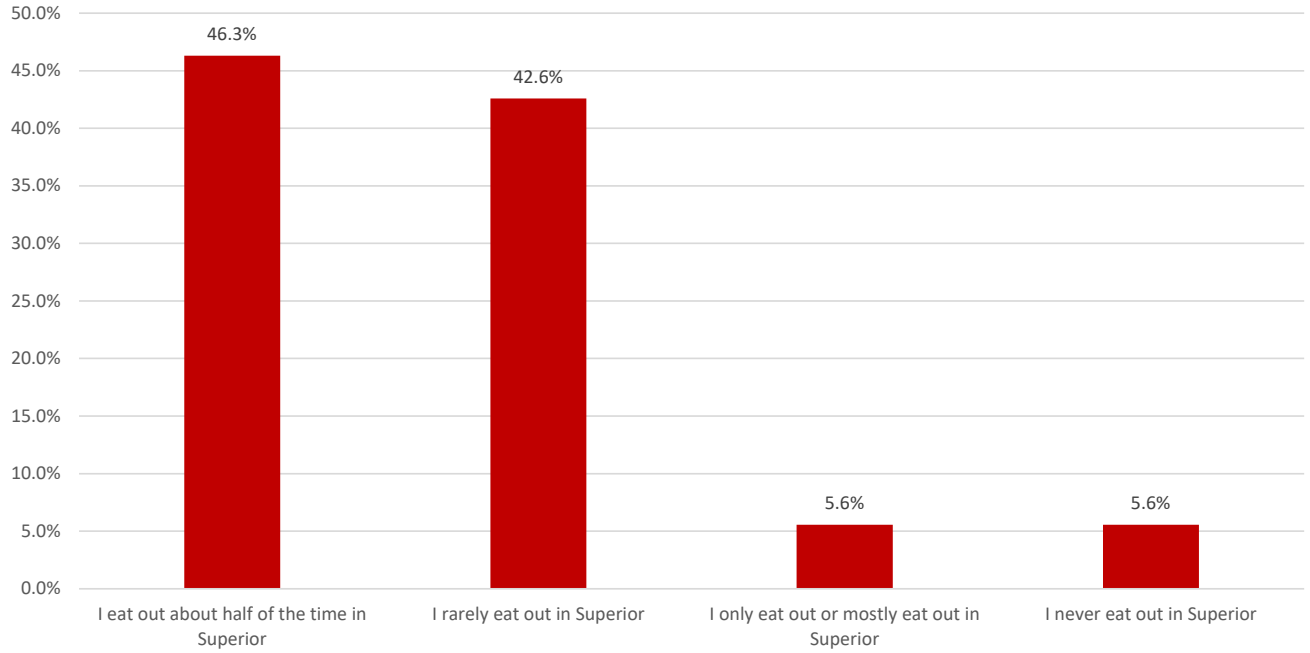

What is the community's most significant opportunity or challenge in achieving a more sustainable future? (open ended, categorized)
20.0%
18.0%
16.0%
14.0%
12.0%
10.0%
8.0%
6.0%
4.0%
2.0%
0.0%
17.2%
15.6%
14.1%
13.3%
11.7%
10.9%
8.6%
8.6%
Renewable Resources
Growth/Development
Sustainable Transportation
Community Engagement/Education
Water Management
Conservation
Air Quality/Pollution
Other

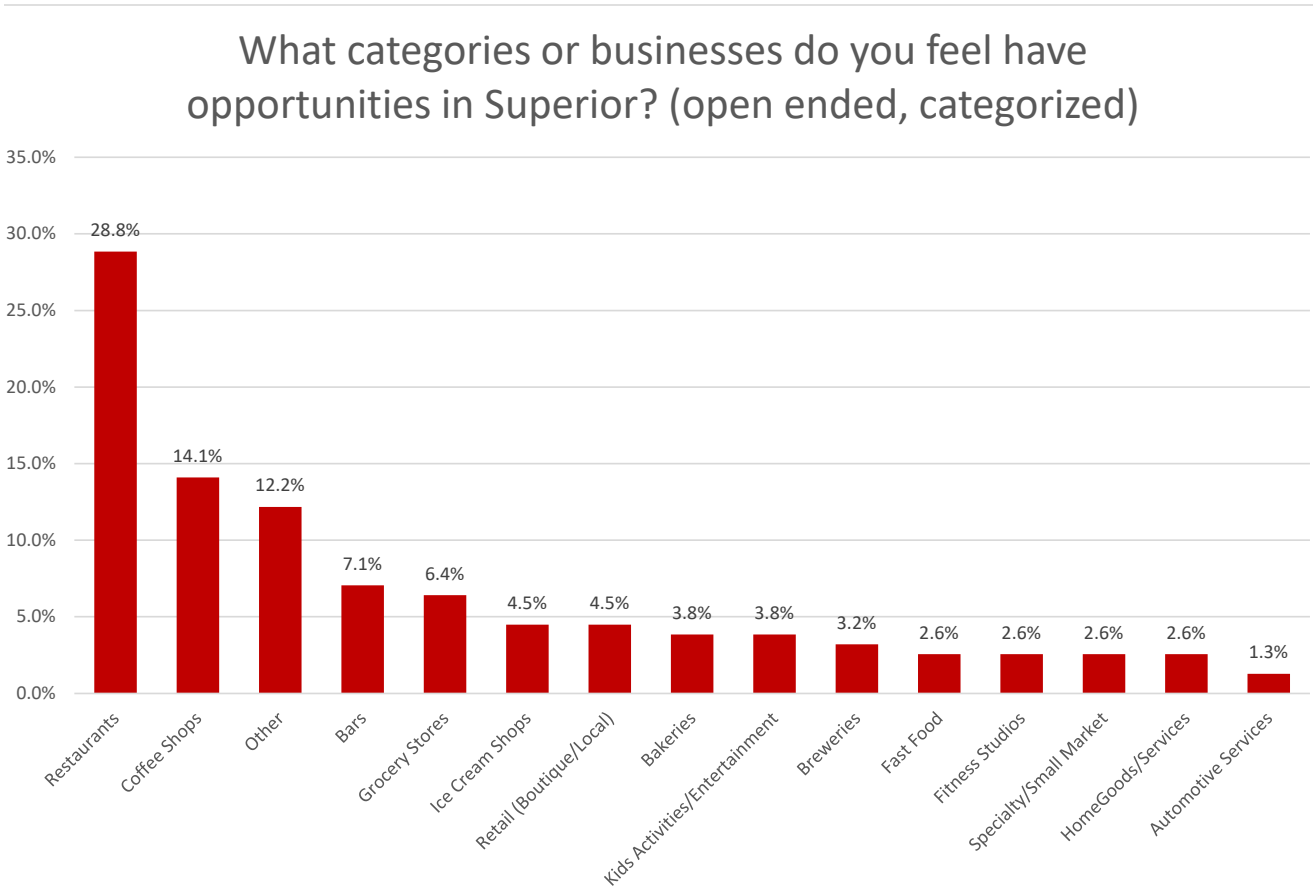

What is the community's most significant opportunity or challenge in becoming more resilient? (open ended, categorized)
25.0%
20.0%
15.0%
10.0%
5.0%
0.0%
19.9%
17.0%
10.6%
9.9%
7.8%
7.1%
7.1%
5.0%
5.0%
4.3%
3.5%
2.8%
Hazard Mitigation
Growth/Development
Other
Community Engagement
Cost/Affordability
Not Sure/None
Sustainability/Resilience
Renewable Resources
Changing Demographics
Water Management
Education
Airport Traffic

## How often are you able to fulfill your routine shopping needs (grocery, drugstores, fuel, etc.) in Superior? (multiple choice, select one)



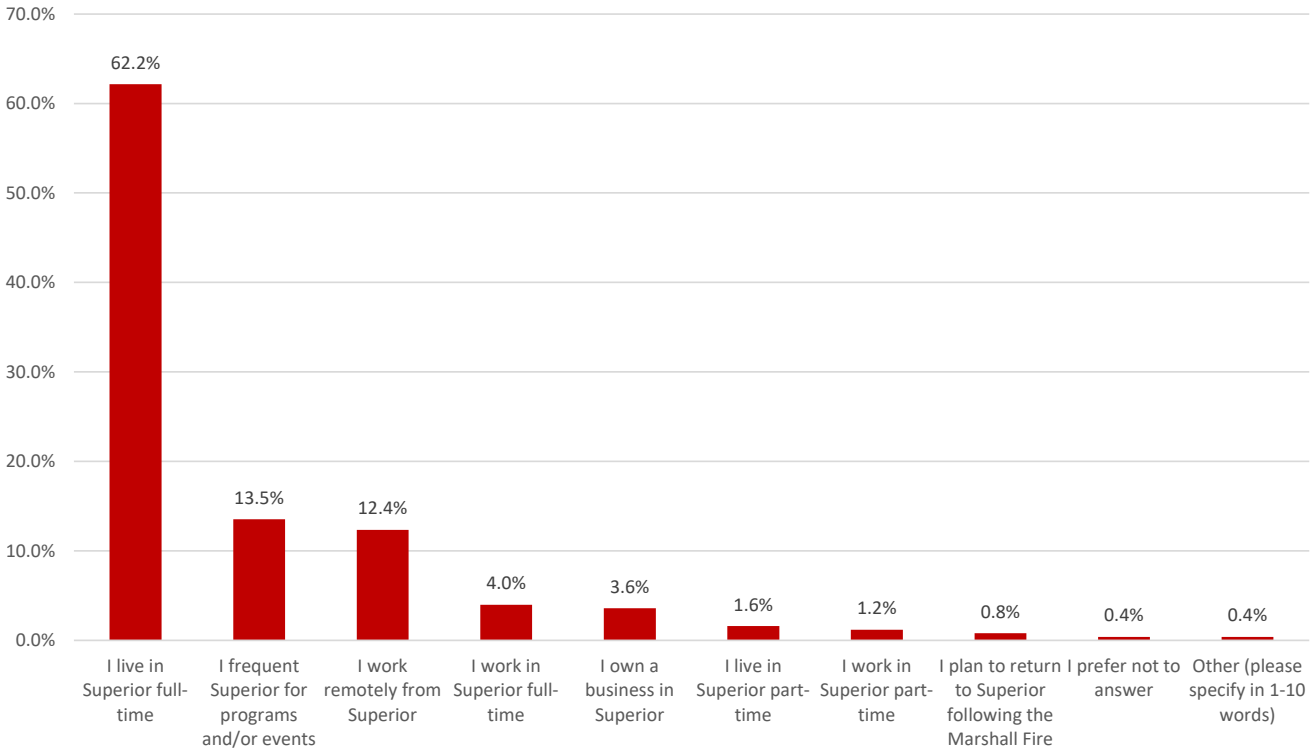

## When you eat out (restaurants, cafes, coffee shops, bars, etc), how often is it in Superior? (multiple choice, select one)



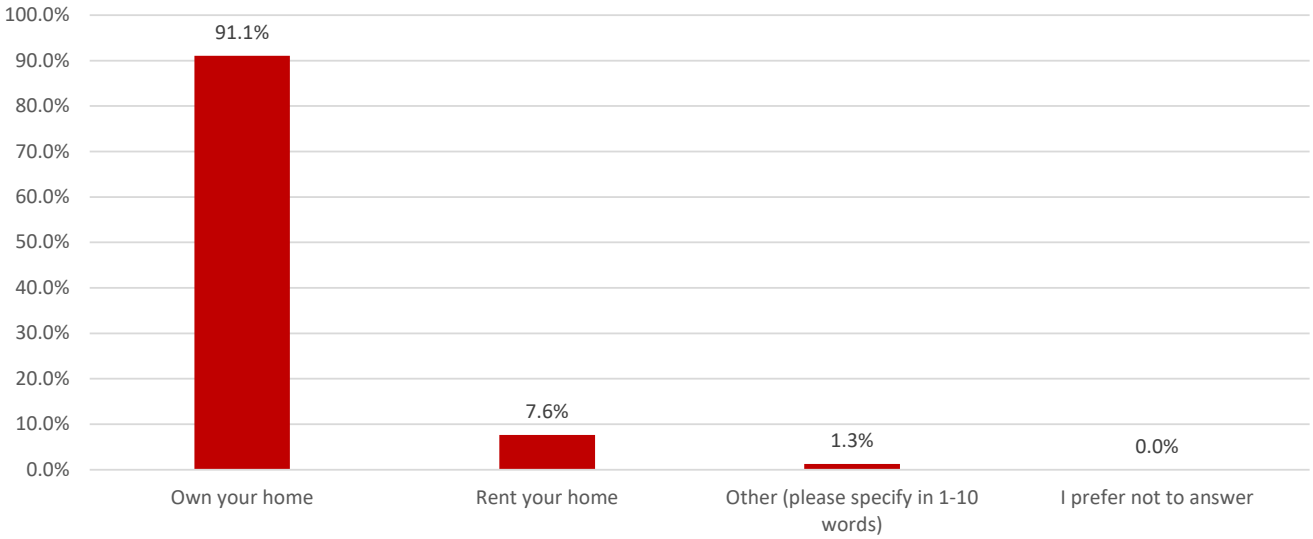

What categories or businesses do you feel have opportunities in Superior? (open ended, categorized)
35.0%
30.0%
25.0%
20.0%
15.0%
10.0%
5.0%
0.0%
28.8%
14.1%
12.2%
7.1%
6.4%
4.5%
4.5%
3.8%
3.8%
3.2%
2.6%
2.6%
2.6%
2.6%
1.3%
Restaurants
Coffee Shops
Other
Bars
Grocery Stores
Ice Cream Shops
Retail (Boutique/Local)
Bakeries
Kids Activities/Entertainment
Breweries
Fast Food
Fitness Studios
Specialty/Small Market
HomeGoods/Services
Automotive Services

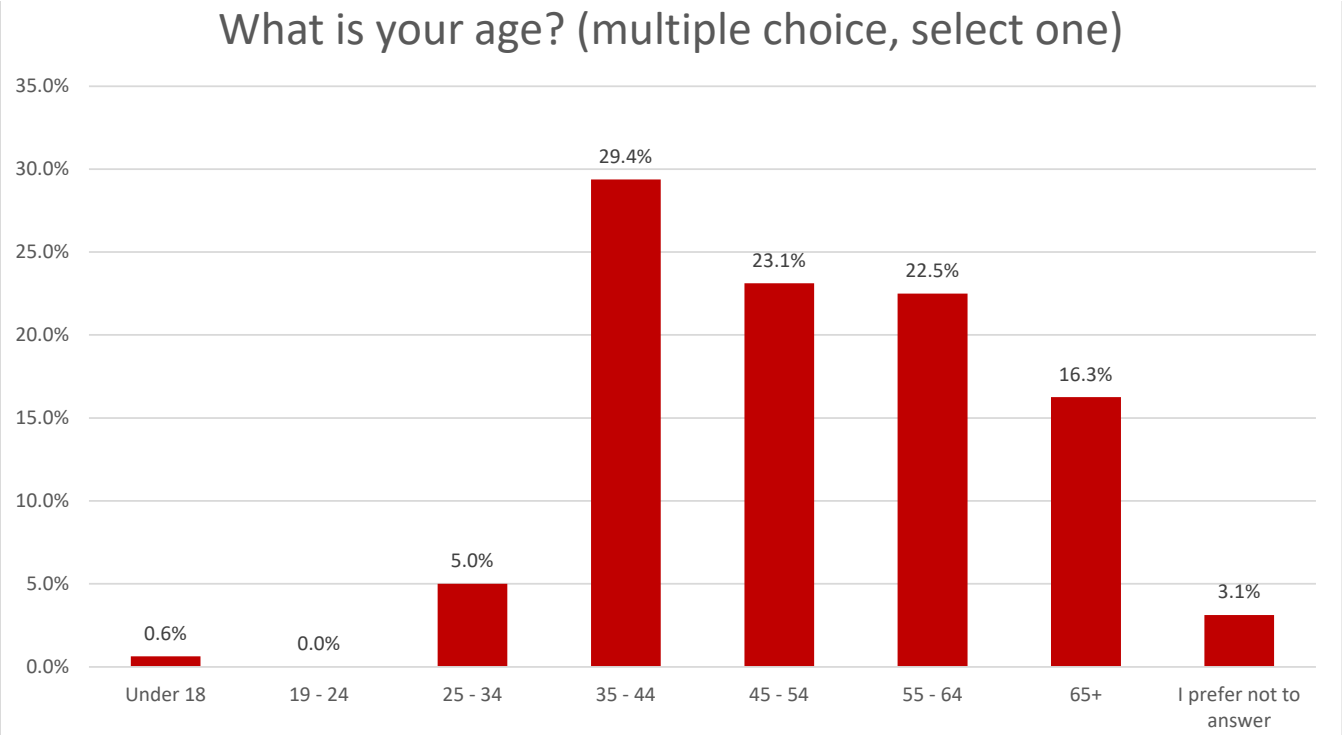

When considering existing housing and residential areas as they are now, rate each of the following as an area Superior excels in or as an area Superior is deficient in. (multiple choice, select one for each housing and residential category)
40.0%
35.0%
30.0%
25.0%
20.0%
15.0%
10.0%
5.0%
0.0%
9.3% 12.0% 15.1% 8.6% 7.6%
1.7% 3.9% 9.4% 18.0% 13.5%
4.2% 8.1% 8.2% 16.6% 12.3%
9.3% 13.2% 13.6% 9.6% 7.6%
20.3% 21.7% 13.6% 4.3% 2.3%
5.1% 5.8% 9.7% 16.4% 11.1%
0.8% 1.2% 4.2% 17.2% 32.2%
11.9% 14.0% 13.4% 8.4% 9.4%
37.3% 20.2% 12.7% 1.2% 4.1%
Diversity of Residential Neighborhoods
Quality of Housing
Range of Housing Optins (aprtments, townhomes, single-family homes)
Housing options for empty-nesters
Housing options for seniors
Housing that appeals to young professionals
Housing that appeals to families with children
The value and cost of homes
Availability of affordable housing
Very weak
Weak
Neither weak nor strong
Strong
Very strong

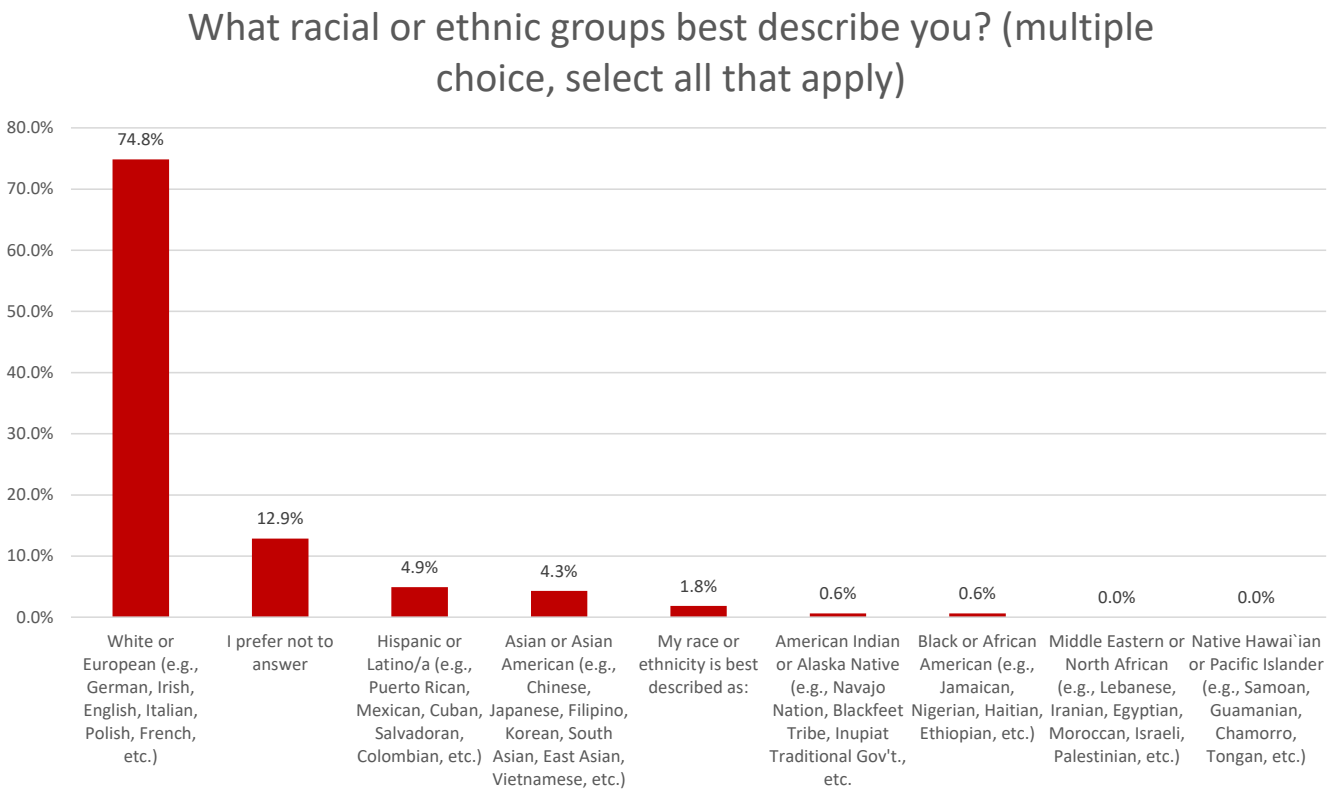
## What is your relationship to the Town of Superior? (multiple choice, select all that apply)

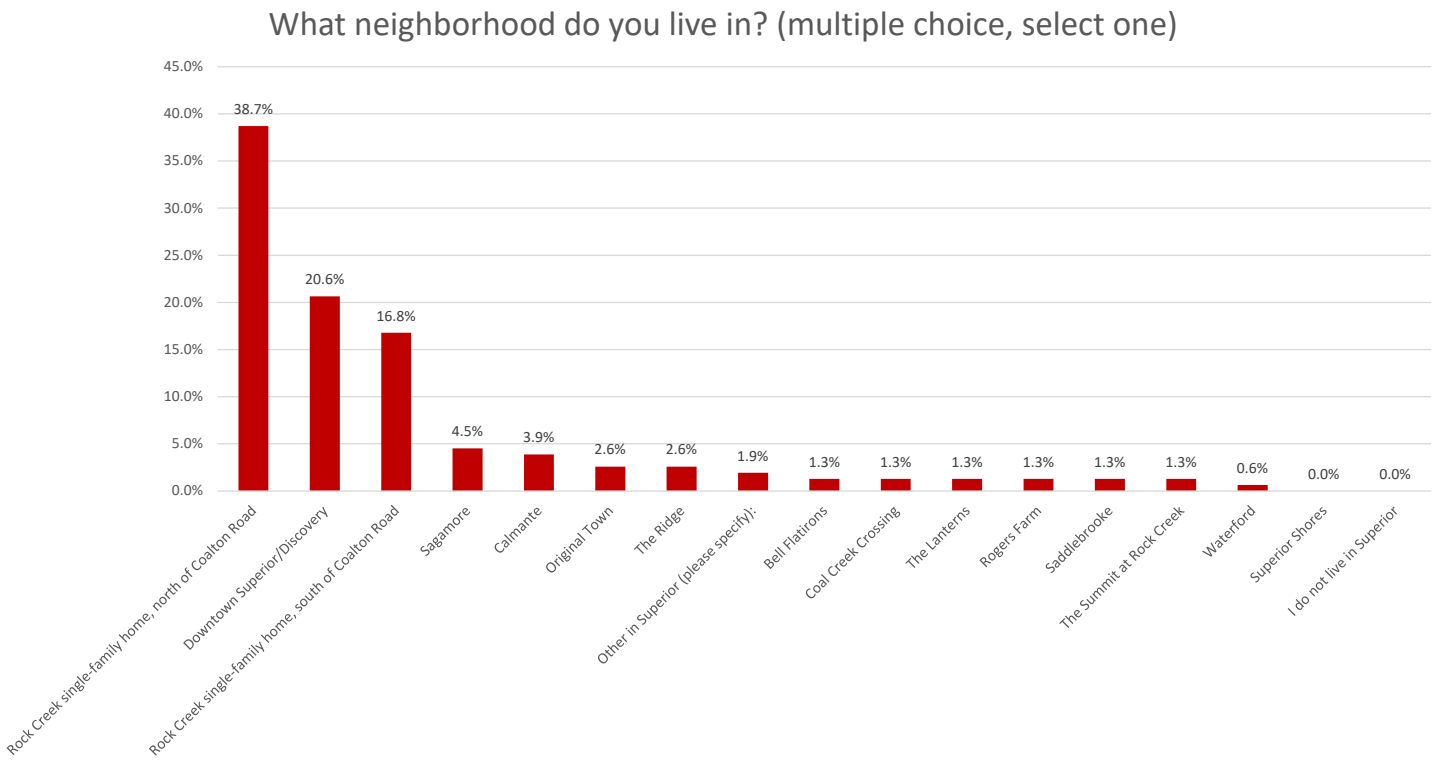



## If you live in Superior, do you: (multiple choice, select one)




What is your age? (multiple choice, select one)
35.0%
30.0%
25.0%
20.0%
15.0%
10.0%
5.0%
0.0%
0.6%
0.0%
5.0%
29.4%
23.1%
22.5%
16.3%
3.1%
Under 18
19 - 24
25 - 34
35 - 44
45 - 54
55 - 64
65+
I prefer not to answer


What racial or ethnic groups best describe you? (multiple choice, select all that apply)
80.0%
70.0%
60.0%
50.0%
40.0%
30.0%
20.0%
10.0%
0.0%
74.8%
12.9%
4.9%
4.3%
1.8%
0.6%
0.6%
0.0%
0.0%
White or European (e.g., German, Irish, English, Italian, Polish, French, etc.)
I prefer not to answer
Hispanic or Latino/a (e.g., Puerto Rican, Mexican, Cuban, Salvadoran, Colombian, etc.)
Asian or Asian American (e.g., Chinese, Japanese, Filipino, Korean, South Asian, East Asian, Vietnamese, etc.)
My race or ethnicity is best described as:
American Indian or Alaska Native (e.g., Navajo Nation, Blackfeet Tribe, Inupiat Traditional Gov't., etc.
Black or African American (e.g., Jamaican, Nigerian, Haitian, Ethiopian, etc.)
Middle Eastern or North African (e.g., Lebanese, Iranian, Egyptian, Moroccan, Israeli, Palestinian, etc.)
Native Hawai`ian or Pacific Islander (e.g., Samoan, Guamanian, Chamorro, Tongan, etc.)


What neighborhood do you live in? (multiple choice, select one)
45.0%
40.0%
35.0%
30.0%
25.0%
20.0%
15.0%
10.0%
5.0%
0.0%
38.7%
20.6%
16.8%
4.5%
3.9%
2.6%
2.6%
1.9%
1.3%
1.3%
1.3%
1.3%
1.3%
1.3%
0.6%
0.0%
0.0%
Rock Creek single-family home, north of Coalton Road
Downtown Superior/Discovery
Rock Creek single-family home, south of Coalton Road
Sagamore
Calmante
Original Town
The Ridge
Other in Superior (please specify):
Bell Flatirons
Coal Creek Crossing
The Lanterns
Rogers Farm
Saddlebrooke
The Summit at Rock Creek
Waterford
Superior Shores
I do not live in Superior

# Appendix B

## Business Survey

| How would you rate the success of your business currently (1 Poor - 5 Excellent)? | What factors have been most important in contributing to your business' success so far? | How would new housing development in Superior impact your business? | What challenges do you face in recruiting and retaining skilled employees? | What changes, if any, would make it easier for employees and customers to reach your business using various modes of transportation (walking, biking, public transit, car)? | What sustainability practices and/or programs (recycling, composting, etc.), if any, does your business currently use? | If applicable, how would you describe your working relationship with your leasing manager and/or property manager? | What local regulations, if any, pose challenges for your business? | How do you see your business evolving over the next five years, and what factors would support that growth? | Business Name |
|---|---|---|---|---|---|---|---|---|---|
| 5 | Town coming back and being rebuilt. Big hit after the fires, seeing the rebuild is tremendous | That would be a big increase big-time, huge impact | Don't really deal with that too much, part of 19 stores. HR behind the scenes deal with that | Not sure, mixed on visibility, like that McCaslin Station is close | Nothing - more information would help | No idea, doesn't impact the business | None that I'm aware of | More people, growth of the Town. They were a struggling store, getting better now. Staff likes this store now | Verizon |
| 3 | Good traffic, good visibility, and good shopping center to be located by | Definitely help, more people | None really. All are driving further than they'd probably like | Colorado needs better public transit. Like being next to McCaslin Station | None - Austin will follow up | Good, but no relationship. Managed by corporate | None | More development would help a lot | Superior Marketplace Dental |
| 5 | People associated with rebuilding - good prices | More customers, best deal for them | Small company, family owned, the owners deal with that | Better transportation would help, they are tucked away in the corner | No dumpster onsite - customers would leave items for them to take care of | Amazing - very communicative | Not really - love that people take the trail nearby | For now, no expansion plans, appreciate the new drainage - overall maintenance | Superior Self Storage |

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|---|---|---|---|---|---|---|---|---|---|
| 4 | Location - adjacenct businesses | Would help - more people | Not really - owner does the work | Members don't really use public transit - anything that improves walking or biking access | Just dumpsters - owner controls | Ther're good, not local, so we don't see them very much | None | My biggest issue would be finding a larger space, and wouldn't find it here | SUP Town Cross Fit |
| 4 | Hopefully the summer season improves, and as more people find them . Wonderful neighbors in terms of business neighbors. Love being near the athletic fields. | Probably where it goes matters, they like having new neighbors. Would like it if it could be walking distance | So far, not yet. Assume they'll hire high schoolers to cover in the summer | We're pretty good on walking, a lot of people come by walking. Some by biking. Transit appears limited. Ebikes are good and improve access between areas of towns | Recyclable serving containers - not composting | He seems to be good and straightforward so far. Only been a few months | Boulder County Health Dept - they delayed their opening by not getting the application reviewed in a timely manner | Looking for opportunities to promote the business. Maybe look at expanding some day, so would look at where. Intentionally moved to Superior. Rent was better in Rock Creek Village than somewhere on McCaslin | Lewis Sweet Shop |
| 4 | Good customer basis - people like our food. Good relationships with their regulations. Take out is about 50% of their business | That would bring a lot of new customers | Yes - toughest challenge right now. hard to find people willing to commute here. Rent is so expensive here, and they can't afford to buy a ahome | A lot of people walk and bike here, especially on the weekends. A lot people still drive. | We don't - because the landlord manages the contract | They're fair to deal with, they'll take care of things that break/leaks. | None right now. | Just renewed the lease for another five years. Regular customers like knowing they're here/ | Asian Cuisine and Noodle |

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|---|---|---|---|---|---|---|---|---|---|
| 2 | They need a hygenist. Good customer base. A lot of people from the apartments, but they're transition. | A lot, more clients | Hiring hygenist - industry wide | People walk here all the time, maybe better public transit | Shredding | They own he building, so ok | Issue with steps. Safeway is in charge of exterior improvements, so no cooperation with making it better (Not related to superior) | Hoping that now that people are back, they'll continue to grow. Just finally feeling like patients are coming back. Tough for a lot of their patients | Flatirons Dentist |
| 4 | Customer service, cleanliness, post rebuild - got super busy | More housing would be a good thing | This location has always had staffing challenges, doesn't get a lot of applicants | N/A most people drive to gas station | None, but wishes they had recycling - need to take up with corporate | N/A corporate office is in California, the regional manager is good about fixing issues | None | More people that live here and work here will be great for business growth. | Phillips 66 |
| 4 | signage indicating where and what is downtown. visibility | more housing, more business. more businesses will bring in more foot traffic | no, but recruiting from Boulder (CU students) and Broomfield. Would be helpful to have local help. | parking is good, landscape to be improved (more color), more beautiful scenic areas | Uses Carmel. not having a back door makes things complicated | difficult getting started, need more transparent process | feels supported by local regulations and the Town | further development of area, landscaping, signage and visibility | Krak Boba |

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|---|---|---|---|---|---|---|---|---|---|
| 5 | 1) great visibility and foot traffic being central to DTS and corner of plaza, 2) helpful to have inexpensive L/W space, 3) being included in Town publications, and 4) Town (Jill and Mayor) have been supportive. It would be nice to have a map of bike facilities in Town to promote the Town's great biking. | More housing, more people who need bikes and bike repair | no current employees. recruitment for next year is going well. | More clarity about transit and how to take bike (e-bikes in particular) on transit. Better e-bike storage for Origin residents (we told him about the indoor storage facilities) | Uses Origin's recycling. More education about recycling would be helpful. | Great relationship with Origin | More flexibility, clarity, and equity with sign regulations | More commerce in Superior (it was difficult and discourage to try to lease space from Brixmore) | Colorado Carbon Bicycles |

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|---|---|---|---|---|---|---|---|---|---|
| 3 | Great foot traffic (particularly from Sport Stable), great partnerships with other Downtown businesses (Impact yoga and Origin move in gift baskets). Challenges include vacancies in DTS, visibility and awareness, lack of business diversity | Housing could help, esp attainable housing | No challenges, great location equidistant from Boulder and Westminster | Parking is confusing, better communication would be helpful | Recycling is great | Great relationship | None | Continual growth as DTS fills in | Halcyon Mind + Body |
| 3 | Hard to get people here because it's kind of a suburb | Possibly. They need more customers so maybe | Hard to get to from population centers. Housing is expensive. Winter driving is challenging. | Employee shuttle from US 36 | Recycle | Great | N/a | Hope for continued growth in order to stay open | Behavior Exchange |

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|---|---|---|---|---|---|---|---|---|---|
| 5 | Internal marketing, niche service, positive Google reviews, well-meaning mission, beautiful office space and views, Superior is an elevated place versus Boulder and Louisville | More medical, office, business would help their business | Odd mix of applicants (being close to Boulder), company expectations | They are satisfied and feel its an easy commute if you have a car. Difficult to reach Discovery Office Park via bus | Aweida handles it | Great. Surprised there are vacancies in Discovery Office Park because Aweidas are great to work with | None | | Serenity Mental Health |
| 4 | Good weather, Boulder location closed, new offerings | N/A | Management changes | Sometimes Uber cannot find the location | They share trash bins with Panera, do not recycle or compost but they would like to | m | | | Crumbl Cookies |
| 3 | Foot traffic, when the signs were down, they lost a lot of business, Marshall Fire impacted them negatively | Definitely help, having more people in the area - Marhsall fire really hurt. lost of a lot of regulars | No, same staff for a long time | More ADA spaces in front of the building - older clientele - better signage | Recycle | Decent - at least he responds timely | Not that i know of | Applied for a liquor license, add different things on the menu - other specialty drinks - huge social media presence | PJs diner |

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|---|---|---|---|---|---|---|---|---|---|
| 4 | Only UPS Store in Boulder area besides Gunbarrel | Hotel/motel, housing, keeping Marketplace leased out would all benefit the business | Misunderstanding that the UPS Store is a franchise rather than corporate UPS, higher wage expectations than UPS Store can pay, low follow through on hiring from applicants | N/A | Recycling, re-using packing materials | Responsive | | Larger space would be desirable but not likely | UPS Store |
| 3 | location is good (between costco and whole foods). Economy impacts the degree of success. | More residential developments would help. Foot traffic is not a huge impact or driver. | No great challenges. Could be boring - not a lot of traffic. Specialized training is a big deal - training is good. Don't have a good feel for difficulty of retention. The training helps with retention. | N/A - access by car. | recycle boxes, etc. | never met them - no issues yet. But snow removal was good during the last storm. | signage and location are good | Same - same | Mattress Firm |

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| 4 | Foot traffic - lots of walk-ins | More restaurants would help | nobody wants to work. | none | recycling a lot of differnt types of items. | great. they are very easy to work with and maintian sidewalks and parking well. | none | moving up - getting busier and more steady. Want to stay here and expand and grow business here. | Envie Nail |
| 3 | The food and drinks are good, the service, lots of regulars | unsure, hopeful that it would help business | none | Alot of residents walk and bike, employees drive (don't live local) | They are signed up for composting in the coming year, and they recycle. They are going to post signage asking customers to help care for environment, some customers bring their own containers for leftovers. | Very good | Utilities costs | Trying to create more regulars, increased advertising. | Tequila Y Mezchal |

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|---|---|---|---|---|---|---|---|---|---|
| 1 | Low foot traffic - alarmingly slow. | Any and all types of development to drive foot traffic. | None, other than residual impact of slow business. | Difficult to use transit locally and regionally. No safe route from DTS to RTD Park and Ride, esp for employees who work late/ early. | We are all electric, use recycling, have little waste. Compost would be a nice addition. | No issues, happy so far. | Fairly smooth process. | Business had better pick up. The early bird gets the worm but the second mouse gets the cheese. It's looking like we're more like the first mouse. | Boulder Baked |
| 5 | Location - DTS, central to Superior, near neighboring communities | Town seems to be developed well already | Retaining is easy, recruiting is tough industry wide | There are currently multiple options for transportation. Access is easy | | No issues, great maintenance | | Will be completely staffed up by end of 2025 | Intermountain Health |

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|---|---|---|---|---|---|---|---|---|---|
| 4 | Superior dying to have local businesses, high quality product, unique experience, walkability | More development of all kinds would be good | None. It's been easy to find good employees | Downtown is accessible but parking options lack visibility (esp. the wrapped garage) | Nothing at the moment | They expect tenants to contribute hundreds of thousands of dollars to finish their build out. Current state is grey shell, needs to be white shell. | Issues with visibility due to sign regulations. Need sign rules tailored to the Live Work spaces | Would like to move into a proper retail space that can support a bakery and cafe with lunch options. The inline spaces are inadequate to support restaurant spaces (floors, acoustics, etc.). Grey shell should be white shell to make build out reasonable. | Kwosson |
| 5 | Downtown development - word of mouth and synergistic businesses within and around Sport Stable | Residential is always positive but the retail will drive residential. | Front desk attendants can be hard to find and retain. Mostly focused on refining and raising quality | Communication about parking location and enforcement. Will need to break established habits going forward. Public parking needs better visibility. | Recently added solar panels and led bulbs. | na | helpful relationship with Town | Excited for Downtown build out and more DTS events. Need to get critical mass of DTS businesses to support Eatery in the summer. | Impact Sports Performance and Sports Stable |

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|---|---|---|---|---|---|---|---|---|---|
| 4 | The only thing slowing us down is not having enough private buses for transporting kids from school and to activities (like Louisville pool). Currently use RTD Flex Ride to help. Biggest factors are built out Downtown and word of mouth -- and limited BVSD after school care | Residential and retail development would have positive impact on business | vetting of new employees can be a challenge | | | | Great relationship with the Town | Looking to expand. Tried to expand to the inline space on Main St, but the build out costs are too expensive | Little Riders and Impact Kids |
| 5 | new building is bringing in more customers. Visibility | More people, more cars. Bring on the people. Need a Parts Store. | Laziness. people don't want to learn the trade. | people cannot afford to live here - they live in thornton, brighton, etc. Younger populations cannot afford to live nearby. | none. oil is recycled - picked up separately. | Own the property. | Speed sign by Tesla is 15 MPH nothing on the straight away... he just got a ticket because the sign wasn't visible. | Happy here! Plenty of space - he's been here 16 years at this location | Brakes Plus |

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|---|---|---|---|---|---|---|---|---|---|
| 3 | Business is starting to improve - due to events, winter is their busy season. Concert series and other summer events will help | Yes | College kids don't really work out because they are mostly available during the slow season in the summer. Recent good success staffing up through indeed | Public parking needs better visibility for staff and customers alike | No | | There was some confusion regarding liquor license but that's all cleared up now | Expects growth moving forward with more events | Eatery at the Sports Stable |
| 5 | Outstanding employee that lives in Superior. | Unsure as its word of mouth mostly | N/A | Unsure | They take things to the Broomfield recycling center. | Fairly responsive. Not great. | Unsure | Stay the course | Edward Jones |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 4 | Networking and staying involved in community events and the chamber. A few walk-ins since sign went up. This is a show-room, for the Design Firm. | Wanted to be here because of relationship with Town/ Chamber, and the new Downtown, and access between Denver/ Boulder | N/A | Sometimes Google sends people to Star-bucks, but the ability of peo-ple to find the location is not too difficult. There is no parking issue. And visibility is good - being by Superior Liquor and Bambei Brew-ing. Employee walks from home - walk-ing from the office is great! | Managed by building owners - we recycle. Charging station plus recycling is pretty good! | They're good - responsive. Easy to get in touch with and quick re-sponses. | As a new business, it was difficult to figure out how to "do things right" - went to the Small Business Association in Boulder for help/ guidance. It would be great to have information available on the Town website. Checklist for new businesses. Jill was SU-PER helpful when she fi-nally found her. | Hoping to stay here - we'll see how it grows. We're pretty new to this space, so we will have to see. Want to utilize the show room more. More marketing and bringing on a new staff person. Love all the lights in down-town!! | Paull Inte-riors |

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|---|---|---|---|---|---|---|---|---|---|
| 4 | New, nobody else around, and people are moving back in - when they leased the fire happened 6 days later. So moving back it has been great! | Build all the houses. Build the medical buildings on Blocks 2 & 5! Being first and only brewery in Superior is a huge thing - people find us because we're it. | Not bad right now. Family and people we know are employees. All family and friends of family - people we know and trust. Kitchen is harder. Employees live Thornton, Westminster, etc. Don't live too far - but not Superior in particular. Hwy36 during commute hours is rough, but generally there are no issues related to getting to and from. | The Boulder in the back of the lot got plowed off the location, and placed it in a parking spot during plowing snow. | Grain goes to a farmer from Jefferson to feed hogs, goats, etc. They seek breweries out for free food. Recycle as much as possible. The water is recycled in-house. | They're great. They are responsive and fix whatever problems come up as they occur. | Getting set up was difficult - no chain link allowed. Wanted to protect the chiller that is outside on the back side. Limited crime, and has cameras. There's really not a huge issue. The process to open was timely. Now that we're open, everything has been great related to working with the Town. | Hope to stay here. Spent some $$ to open, so no plans to go anywhere. We could have more space. The current space is limited - would love an event space of some sort. | Bambei Brewing |
| 3 | Location, people see the new restaurant | Would benefit | They're ok | More public transportation would be nice | They have recycling | Not very good, problems with the building that weren't disclosed - 5 year lease | Building inspection took a long time, heard inconsistencies | Probably will end the lease after 5 years | Casa Agave |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 4 | WOrd of mouth, neighborhood style business - community events | More people - people business | No, feels like there are a lot of options in the area | Get a lot of vehicle access because of Costco | Recycling - smart thermostat - just here two days a week | Good! Brixmor is very easy to work with | None in particular - maybe sales tax collection | Demographically standard is about 20,000 people per orthodontist practice - more growth would support more office hours in Superio | Dixon Orthodontics |
| | Not open yet - decided to open after discussions with residents about the desire for an arts presence. Lots of artists in Town, looking for an opportunity to showcase local artists | Would be great for the business - all these new rebuilds need art | No employees yet | A lot of folks can walk from Sagamore or Original Town, having other businesses nearby helps | Not sure if there is recycling yet, they've been taking it home - still investigating options | Brixmor has been great, this space was empty for a long time. Leasing agent was great, gave them a discount on rent. Looked at downtown Superior, too expensive | I don't think so | Traffic and people coming through, Town and community support would help them grow. | Arts off Center |
| 3 | Staffing resources has been a challenge, location is great - Costco and Target adjacency helps | That would bump us to a 5 - more housing would help. Expensive housing can support expensive furnishings | Retail is hard to find people who are quality interior designers, need maturity in their staff | Everyone drives here, destination location | Recycle water bottles - don't really generate waste | Excellent - Ethan Allen owns the building - they are responsive | No, Brixmor adds some but they don't mind them | Climbing because they are located in excellent demographics - needs better designers | Ethan Allen |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 5 | Location, Mountain views - Prime real estate | No impact | Employees work remotely for the most part | No issues. Most employees work remotely | n/a | Current management company resisted addressing maintenance issues, but the new ownership taking over in January promises better service and more upgrades | The Town should do more to support small business/retail | The success of this business is tied to interest rates. Hope to stay in this location. | Adaptive/ Qualia Software |
| 1 | | Get into events for the Town... let us know in advance how to register for participating and/or get involved. | Have a hard time getting here. A few ppl live here, but they moved after getting the job. Everyone else drives 20-30 min. Most everyone drives. | They offer incentives. Share tips, buy coffee, crubml cookies and other special events. But we don't do enough business to need a large number of employees. Hwy 36 is tough in snow, but the Town plowing and streets have been great! | Use recycling on site. No food waste is produced - they do not run out, and if they do they run to another store. | Sewage line has been an issue... there has been smells. The district manager reached out to property manager but nothing has been done in over a month or more. | No soliciting in the area is allowed. Have to pass out free food to garner business | | Papa Johns |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 5 | Location - close to freeway and outdoor amenities | More housing and more affordable and middle income housing options would be helpful to recruiting and retention. Current employees are forced to commute by car due to high housing cost and lack of transit option | Affordable housing and transit options | EV charging stations, and more frequent transit and regional transit connections | EV charging stations at Key Bank building | Good relationship. Excited about upgrades and amenities (pickle ball court, washer dryer, locker room upgrades, pet amenities) promised by new owner starting in 2025 | Reserving a gazebo in Purple Park was too expensive. Also it seem ridiculous that they couldn't have alcohol at this small, employee only celebration, especially when they were paying like $300 an hour just for the space. | expects 30% growth - will either take on more space or reconfigure what they have. | Magswitch |
| 3 | Stagnant. 10% up in revenue/ profit, but down in the number of customers. | Try to grab coffee before they get to Boulder or stop from Boulder on their way to Denver. More people and housing are always better for business. When Brewery or events happen, then business goes up at that time! | | People drive. A few take RTD. Traffic on 36 is an issue, but after it's pretty good. | Recycle - in bins provided | Had an issue with tree in sidewalk and that took a while. | Receive town info on taxes being raised - so increased taxes are passed onto customers. | Great place to work, paying for school and convenient. Store is doing well. 2nd or 3rd busiest in the district. | Starbucks |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 4 | The location is great. central between Boulder, Broomfield, Westminster, etc. Next closest are Loveland, Littleton, and Aurora. | Not sure. External storage is an issue... can't house things here, so that creates a challenge to business. | Recruiting for technicians is difficult, but probably not based on location? | Most everyone drives. A few bike in the summer, using 36 bikeway from Broomfield and one from Boulder. | Recycle, but no electrical/solar. | Great! Manager has been fantastic. | Nothing comes to mind. Only external regulations with storage | Largest foot traffic in the state. More service than sales. Plan to stay as far as we know. | Tesla |
| 4 | construction in the area, now continuity and regular customers | yeah, more customers coming from downtown | not really | theyre in a good location, people come from all modes of transportation | recycling, compostable plates | | not really | not sure, need to look more into a brick and mortar store | Tacos Tepa LLC |
| 5 | Great, up in sales every month, getting people back after the fire. Arvada store closed, so that brings people up here. They have the entire NW metro area. Location | Depends on the housing, apartments really wouldn't help | For a long time yes, not so much in the last 6 months. High schoolers are their primary employees | Improving Marshall and McCaslin to be less congested. Not a lot of people that come arrive by bus | Not really | Hardly hear from them, but that's usually good. Took too long to fix the landscaping after the fire. They take care of snow removal which is good | Not really | End up putting new amenities (ninja course), more active stuff rather than video games. | Chuck E Cheese |

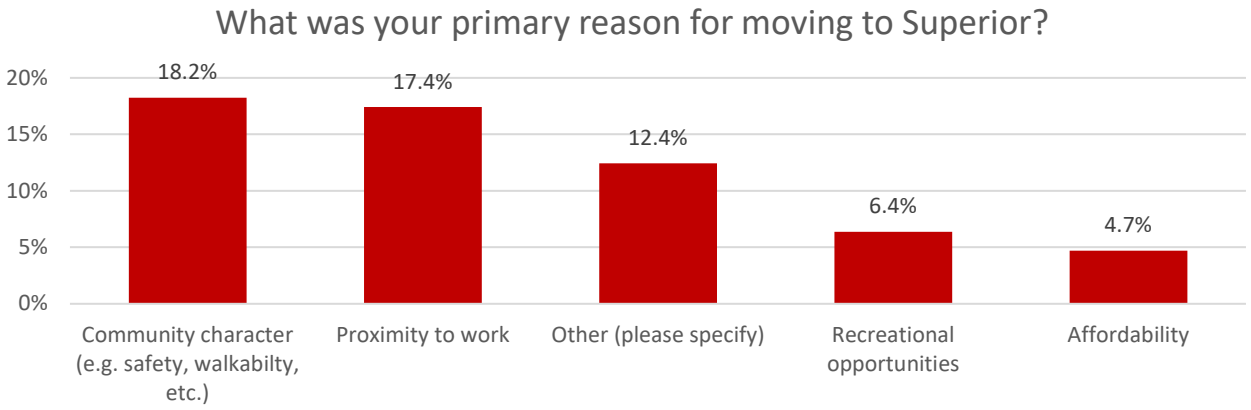
| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 4 | Reduced success following the fire - still to date. Service that the store provides - one of a kind. niche experience within dining. | Hotel would be great! The loss really impacted revenues/ business. Have seen rise since re-opening following fires, but still not to where it was. Slowest store in Colorado currently - the location being hidden in the shopping center is a concern. Hospital/ Office would help to increase the catering! Schools help. | It is challenging to find and retain employees. oking for jobs...We offer pay exception to recruit employees. Not sure why it is so difficult. Demographics - some of the residents kids don't need to work, so they're not loooking. | Access off of 36 is difficult, but from McCaslin there are no issues with transportation and access. There is a bottleneck on Sycamore, going to Target. Several employees take the bus. | No recycling bins - share dumpster with adjacent businesses. Would recycle if the landlord provided it. | Brixmor - "I've seen better" there is a roof leak - landlord is not responsible for the roof. The contract is difficult. Need more trash removal, but they are difficult to communicate with. Hard to get a hold of. | N/A | Maybe??? Depends on lease and more residents/activity! The age of the building may also play a role. | Panera |
| 3 | Community demographics are important because they sell a high end product. More communication and greater visibility would help. | | None | None | Interested in more opportunities for sustainability. Received flyer | Fine, though the response to maintenance requests is slow | None | Positive growth through increased grass roots marketing | Facial Aesthetics |

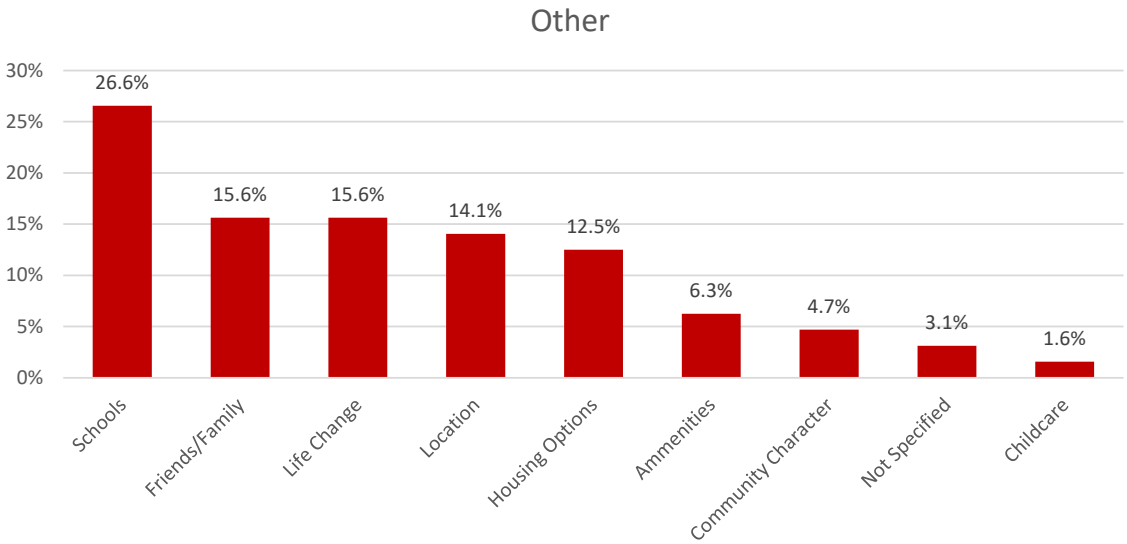
| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 3 | Rebuilding after fire. Growth. | Growth in all sectors is good | A little trouble but hasn't really started yet | | interested in recycling | very helpful, provides immediate support | Grateful for speedy permit for park access. Wish that Town records of previous development were more complete. Could figure out if the separating wall was up to code before she signed the lease. | Bullish - inspires to be operating on a wait list. | Baby Care |
| 3 | First year always tough, but its slower than anticipated. Attributes to low visibility and lack of McCaslin and HWY 36 signage | More single family and senior living residences would be helpful | Non | More transit accessibility and better walking infrastructure, esp for those who have mobility challenges | Better access to trash enclosures and prevention of illegal dumping | Fine. Not always clear who to contact, its always changing | Building permit process was the most difficult of all locations. Delayed four months because the Town is so short staffed. Also, conflicting requirements from person-to-person, person-to-document, and docu- | Hopes business improves and that they fix the aging ped infrastructure in the Marketplace. | Mobility Plus |

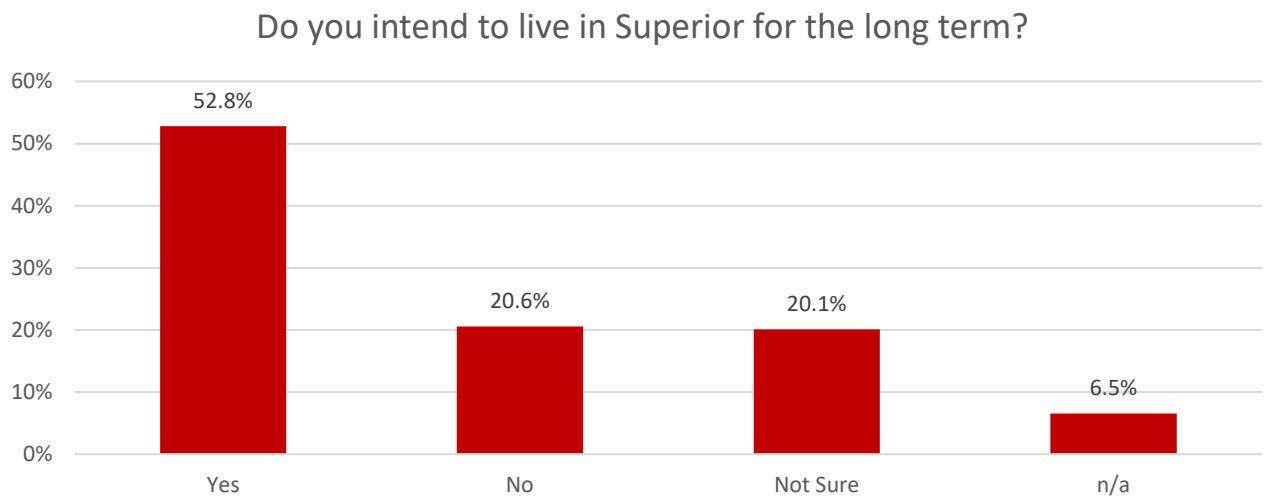
| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 2 | Not a great location. Lacks visibility and integration into the town | More housing, especially within the Marketplace itself | Lack of visibility makes it hard to recruit | None | Would like to know more about sustainability options. Received flyer | N/a | None | Hopes for better growth | RH Outlet |

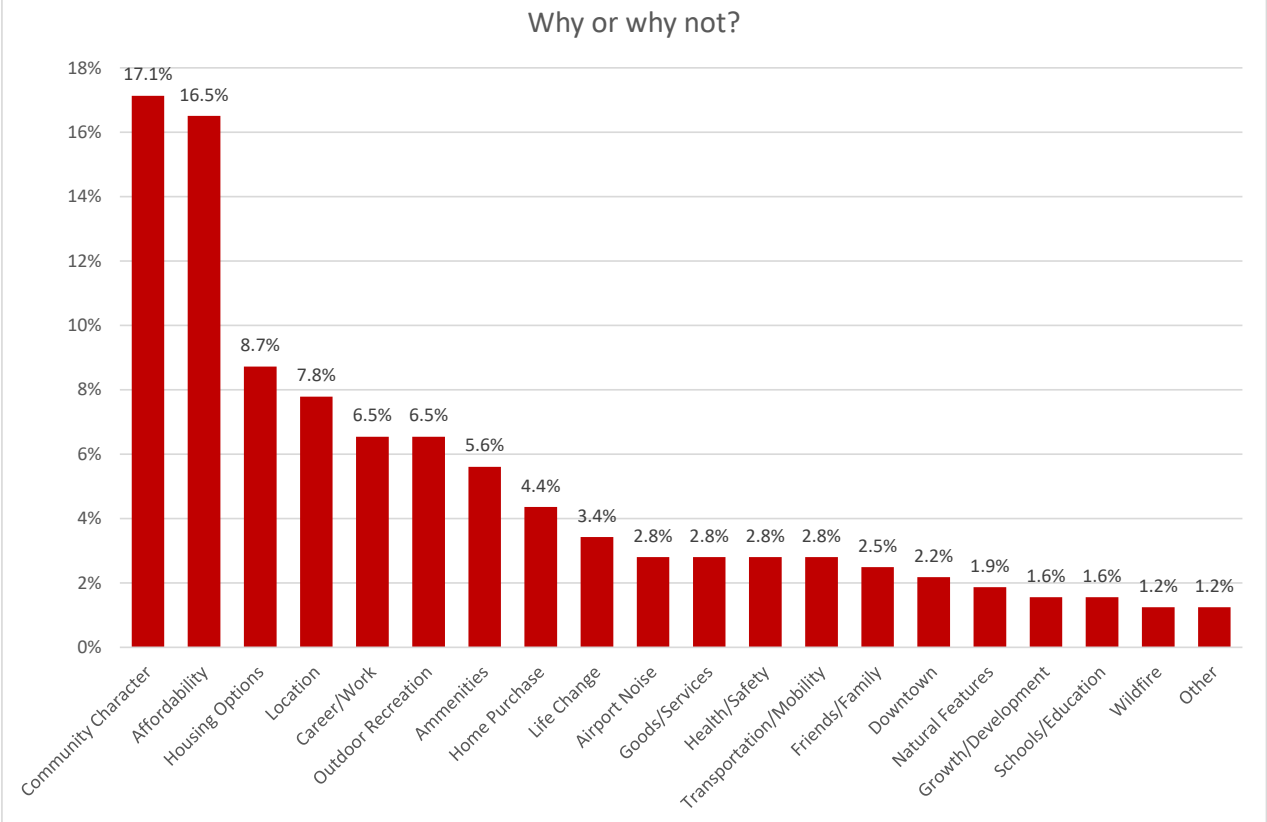
# Appendix C

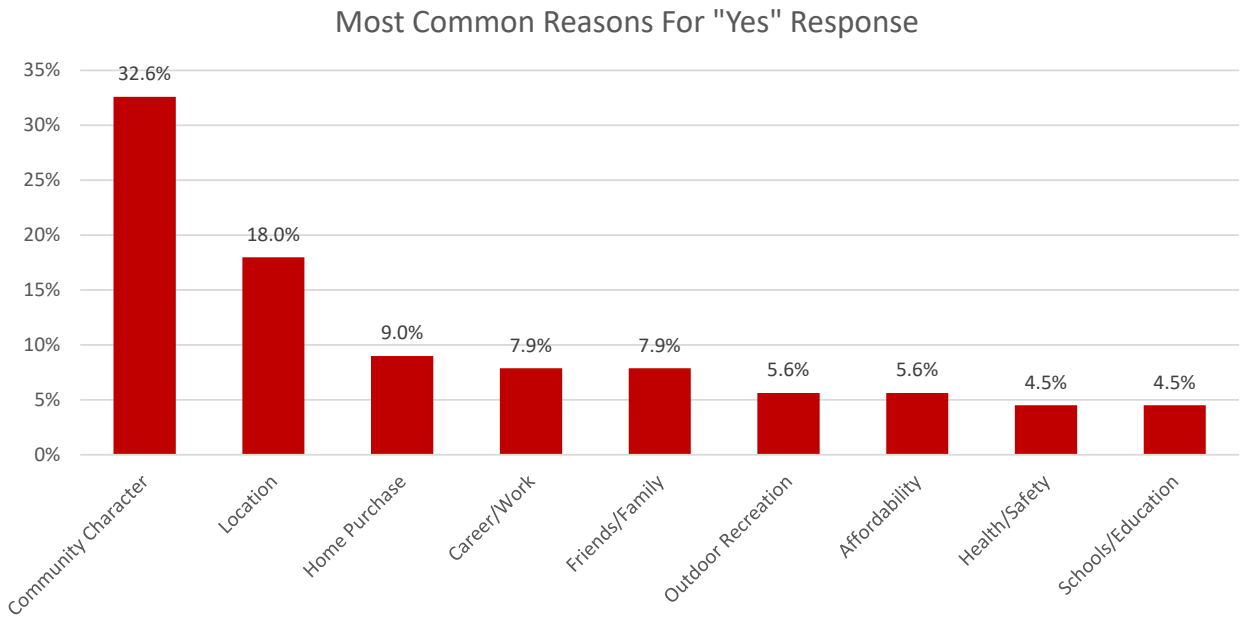
## Renter Survey

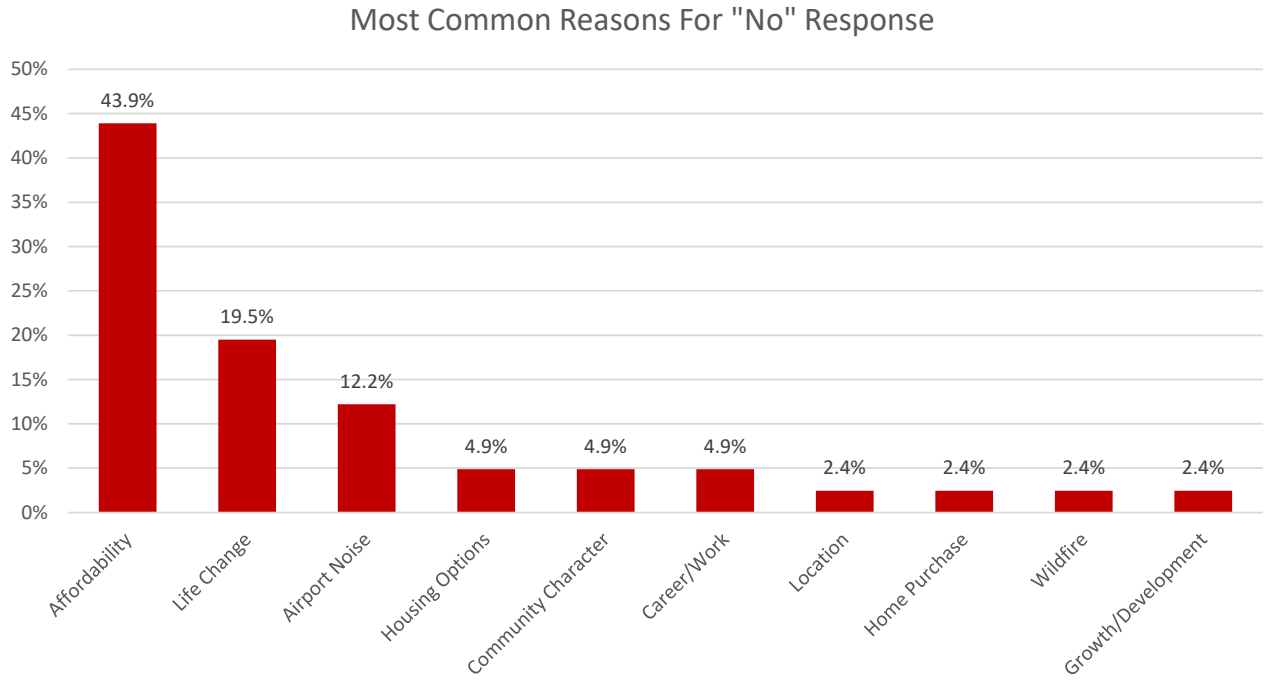


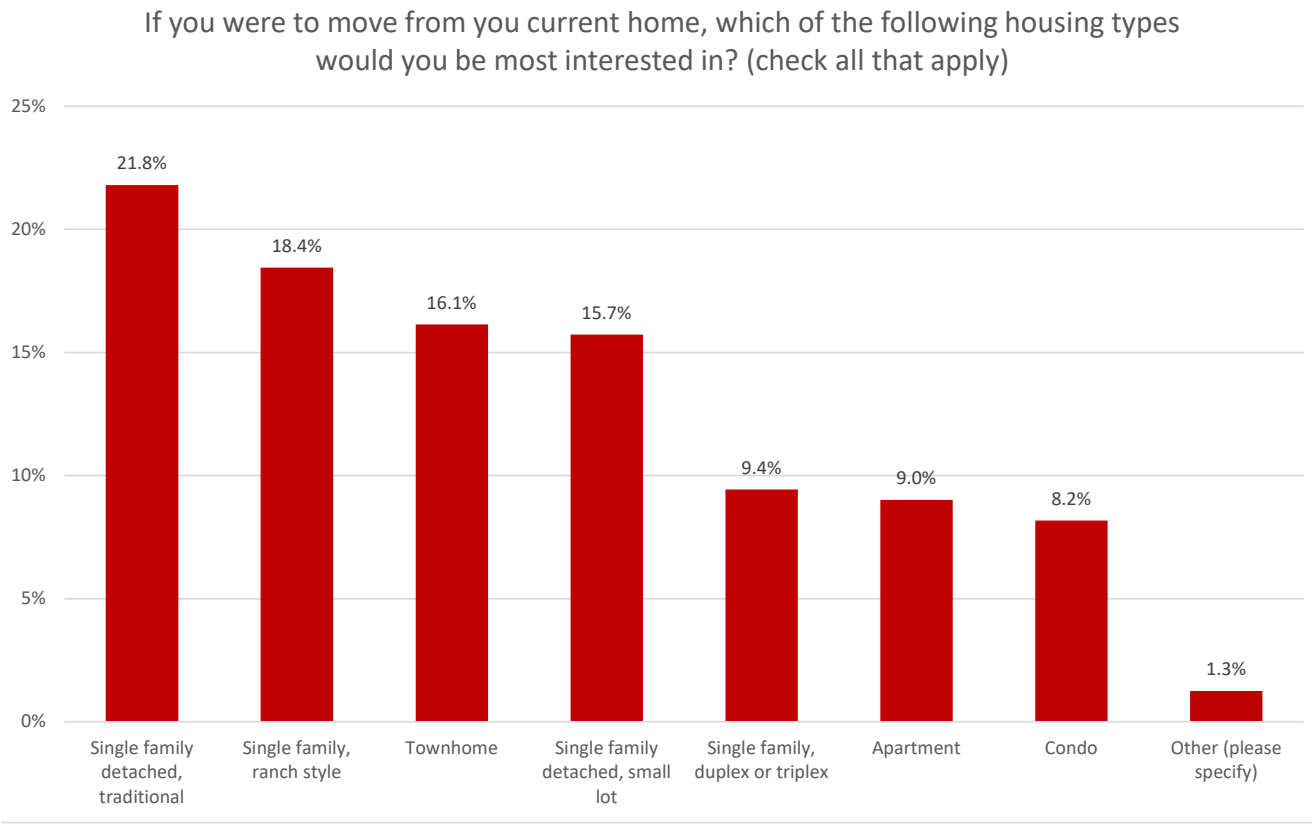



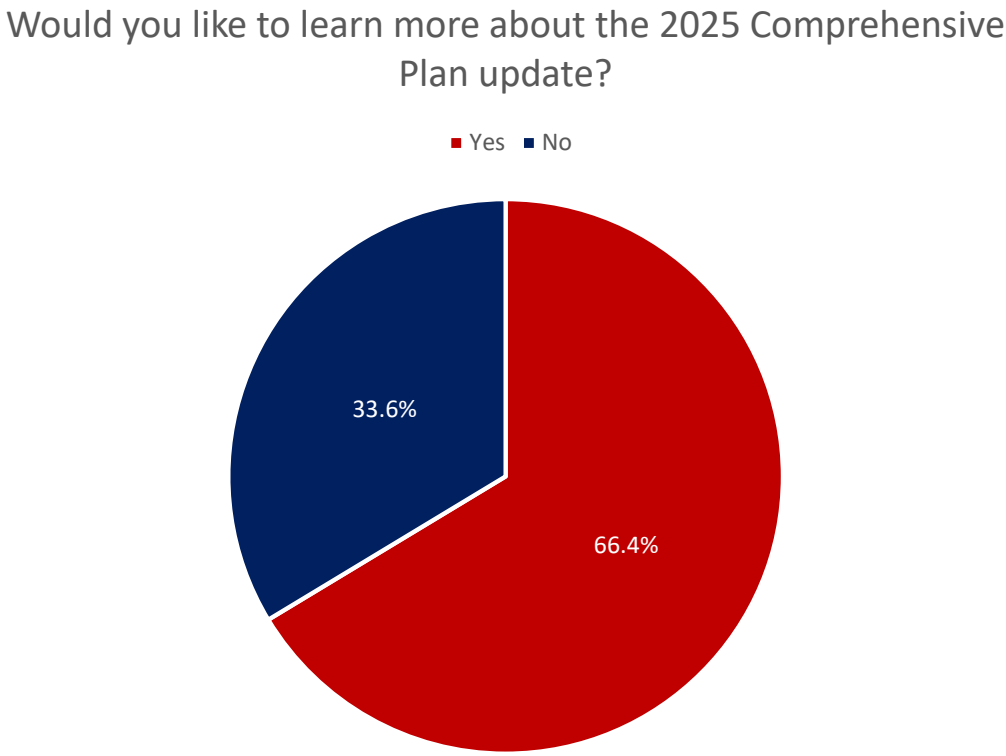

Do you intend to live in Superior for the long term?
60%
50%
40%
30%
20%
10%
0%
52.8%
20.6%
20.1%
6.5%
Yes
No
Not Sure
n/a


Why or why not?
18%
16%
14%
12%
10%
8%
6%
4%
2%
0%
17.1%
16.5%
8.7%
7.8%
6.5%
6.5%
5.6%
4.4%
3.4%
2.8%
2.8%
2.8%
2.8%
2.5%
2.2%
1.9%
1.6%
1.6%
1.2%
1.2%
Community Character
Affordability
Housing Options
Location
Career/Work
Outdoor Recreation
Ammenities
Home Purchase
Life Change
Airport Noise
Goods/Services
Health/Safety
Transportation/Mobility
Friends/Family
Downtown
Natural Features
Growth/Development
Schools/Education
Wildfire
Other


Most Common Reasons For "Yes" Response
35%
30%
25%
20%
15%
10%
5%
0%
32.6%
18.0%
9.0%
7.9%
7.9%
5.6%
5.6%
4.5%
4.5%
Community Character
Location
Home Purchase
Career/Work
Friends/Family
Outdoor Recreation
Affordability
Health/Safety
Schools/Education


Most Common Reasons For "No" Response
50%
45%
40%
35%
30%
25%
20%
15%
10%
5%
0%
43.9%
19.5%
12.2%
4.9%
4.9%
4.9%
2.4%
2.4%
2.4%
2.4%
Affordability
Life Change
Airport Noise
Housing Options
Community Character
Career/Work
Location
Home Purchase
Wildfire
Growth/Development


If you were to move from you current home, which of the following housing types would you be most interested in? (check all that apply)
25%
20%
15%
10%
5%
0%
21.8%
18.4%
16.1%
15.7%
9.4%
9.0%
8.2%
1.3%
Single family detached, traditional
Single family, ranch style
Townhome
Single family detached, small lot
Single family, duplex or triplex
Apartment
Condo
Other (please specify)


Would you like to learn more about the 2025 Comprehensive Plan update?
Yes
No
33.6%
66.4%

# Appendix D

## Other Town Plans

### Functional Plans

The Comprehensive Plan is intended to complement other plans and documents that have been or will be adopted by the Town to address specific topics or government functions. It is the Town's intention that the Comprehensive Plan provides guidance in both updating current plans and formulating future functional plans. Plans referenced in this document can be found on the Town's **website** under Long Range Planning.

**Water Conservation Plan (2019)**

The Water Conservation Plan was led by Superior Metropolitan District No. 1 who functionally act on behalf of the Town. The plan assesses current supply, forecasts future demand, and recommends an implementation and monitoring plan to improve efficiency and track progress. The Comprehensive Plan aligns with this plan's recommendations particularly in both the Land Use and Sustainability chapters.

**Superior Creative Placemaking Master Plan (2020)**

The Superior Creative Placemaking Master Plan was led by the Cultural Arts and Public Spaces (CAPS) Advisory Committee. Its mission is to create a unified sense of place and boosts wellbeing by maximizing joy and satisfaction, strengthening community connections, and supporting healthy lifestyle choices in ecologically, economically and culturally sustainable ways. The Comprehensive Plan aligns with this plan's recommendations particularly in the Land Use, Community, and Parks, Recreation, & Open Space chapters.

**Parks, Recreation, Open Space and trails Master Plan (2021)**

The Parks, Recreation, Open Space and Trails Master Plan was led by the Parks, Art and Recreation Commission (PARC) Advisory Committee. This plan focuses on identifying the Town's current and future recreation needs to aid Town staff and decision-makers in providing and expanding and equitable distribution of recreational facilities and opportunities to Superior residents and stakeholders. The Comprehensive Plan aligns with this plan's recommendations particularly in the Land Use, Parks, Recreation, and Open Space and Transportation chapters.

**Sustainability Action Plan (2022)**

The Sustainability Action Plan was led by the Advisory Committee for

Environmental Sustainability (ACES). This plan aims to reduce community-wide greenhouse gas emissions, improve social equity, promote good stewardship of the environment and create a strong economy. The Comprehensive Plan aligns with this plan's recommendations particularly in both the Sustainability and Resiliency Chapters.

### Three-Mile Plan (2025)

The Town prepares and adopts a 3-Mile Plan each year in conformance with Colorado Law that pertains to annexations. One of the provisions of the Municipal Annexation Act of 1965 as amended prohibits the extension of a municipal boundary more than three miles in any one year. The same section of law requires that as a precondition to a valid annexation in a three-mile area, a municipality must have in place a plan, updated annually, for the area.

### Transportation Master Plan (2025)

The Town of Superior's Transportation Master Plan was completed in tandem with the Comprehensive Plan effort. It provides a long-range examination of future mobility requirements and identifies solutions that guide the Town's future transportation investments through its Goals and Policies. The plan focuses not just on the network of roads and streets, but also opportunities for targeted bicycle and pedestrian enhancements, freeway and transit improvements, and other improvements designed to enhance mobility.

### Housing Strategies (2025)

The Housing Strategies document was funded by the Colorado Department of Local Affairs and led by Town staff. This plan provides a framework of programmatic, funding, regulatory, and partnership actions that Superior can implement to better meet a wide range of housing needs and increase the overall supply of affordable housing. The Comprehensive Plan aligns with this plan's recommendations particularly in both the Land Use and Housing chapters.

## Regional Plans

Regional Plans address issues that transect municipal boundaries such as transportation, housing, and environmental quality. These plans are typically created by regional agencies such as counties, metropolitan districts, or environmental groups where there are multiple stakeholders. The Town of Superior often is a stakeholder in these plans and plays a small but important role in contributing to the goals of these plans.

### Boulder County Multi-Hazard Mitigation Plan (2022)

The Hazard Mitigation Plan was led by Boulder Office of Emergency

Management. This plan aims to help Boulder County communities protect their critical facilities, reduce their liability exposure, minimize the impact and disruption caused by hazards, and reduce the costs of disaster response and recovery. By completing the plan, Boulder County became eligible for certain federal disaster assistance including the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program and the Pre-Disaster Mitigation program. The Comprehensive Plan aligns with this plan's recommendations particularly in the Resiliency chapter.

**Boulder County Community Wildfire Protection Plan (2024)**

The Community Wildfire Protection Plan was led by Boulder County and provides a means for Boulder County to evaluate current conditions with regard to wildfire risks and hazards. It empowers local communities to improve their wildfire mitigation and response capabilities by working with fire protection districts and local government and non-governmental agencies to identify high-risk areas and prioritize actions for minimizing the impacts of wildfire to homes, people, and infrastructure. The Comprehensive Plan aligns with this plan's recommendations particularly in the Resiliency chapter.

**2050 Metro Vision Plan (2024)**

The Metro Vision Plan, prepared by the Denver Regional Council of Governments (DRCOG) in partnership with the region's municipalities, serves as the foundation for an ongoing conversation about how best to protect the region's quality of life. It provides an agenda for action that integrates regional growth and development, transportation and environmental management into one comprehensive planning framework. The Town of Superior is an active member of DRCOG and supports the advancement of the plan's recommendations particularly in both the Housing and Transportation chapters.

# Glossary of Terms

### Accessory Dwelling Unit (ADU)

An attached or detached dwelling unit integrated within a single family dwelling or located in a detached accessory building located on the same lot as the single unit dwelling.

### Affordable/Workforce Housing

Housing units with our without public subsidy that can be rented at a below market rate and considered "affordable" if an individual or family spends no more than 30% of their income to live there. Workforce housing refers to housing that is attainable to the local workforce.

### Density Bonus

An incentive that permits developers to increase the maximum allowable development on a property in exchange for helping achieve community goals. When related to housing, density bonuses grant additional residential density above the maximum allowed by existing zoning, in return for the housing (or a portion thereof) being deed restricted to occupancy by the local workforce.

### Equity

The ideal of fair and just treatment of all members of a community, recognizing that some people face greater burdens and disadvantages than others.

### Flex Space

A verstile classification used to accomodate a diverse range of potential uses - typically a mix of industrial/light industrial, commercial, and office functions.

### Future Land Use Map (FLUM)

The Future Land Use Map is a geographical and thematic representation to guide land use planning in specific areas of the City, consistent with the goals and strategies of the Comprehensive Plan.

### Inclusionary Zoning

The mandatory inclusion of a percentage of affordable or local housing units, or fees in lieu, as a requirement of development approval for residential development.

### Missing Middle Housing

A range of multi-unit building types, such as duplexes, fourplexes, cottage courts, and townhouses – that fall between single-unit homes and mid-rise apartment buildings in scale and density.

### Starter Home

A smaller, more affordable home available for first-time purchase, intended to help buyers enter the housing market, build equity, and avoid renting.

### Transit Oriented Development (TOD)

Development designed to support and take advantage of transit opportunities and reduce personal vehicle trips by including a combination of several land uses such as commercial, retail, services and higher density residential uses, while incorporating facilities for transit into the design of the development.

# TOWN OF SUPERIOR COMPREHENSIVE PLAN

2025

DRAFT February 5, 2026

# Comprehensive Plan Update

Town of Superior

## TOWN COUNCIL PUBLIC HEARING

February 9, 2025

Cushing Terrell

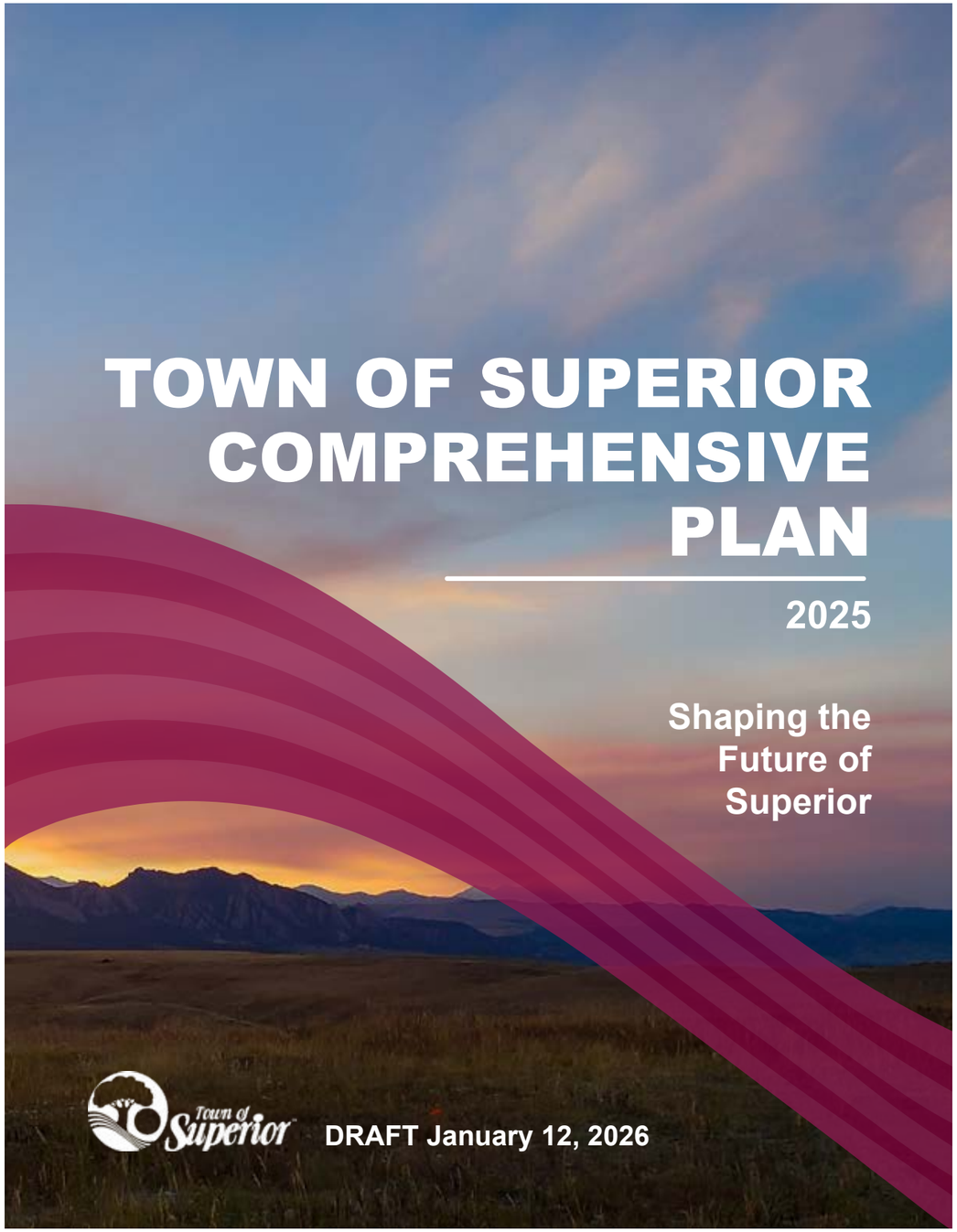
# AGENDA

- Comprehensive Plan Purpose
- Process Review
- Top Themes from Engagement
- Draft Plan - Key Changes Since December
  - Executive Summary
  - Implementation tables
  - Other minor changes
  - Future Land Use
  - Opportunity Areas
- Questions/Discussion
- Next Steps



# COMPREHENSIVE PLAN PURPOSE

- Long-range policy guide for managing growth, development, and public investment
- Builds on prior planning efforts while responding to changing conditions, community priorities, and new opportunities and challenges
- Policy document to inform decision-making by Town Council, boards and commissions, staff, and community partners



## PLAN INPUTS

**EXISTING CONDITIONS**

Demographic analysis, Existing land use, population change and projections, economic market study

**BEST PRACTICES RESEARCH**

**EXISTING PLANS / STUDIES**

**COMMUNITY INPUT**

Surveys, Open Houses, Pop-ups, Stakeholder Interviews, Online activities, Speaker Series

## PLAN GUIDANCE

**VISION**

**GOALS**

**STRATEGIES**

## IMPLEMENTATION TOOLS

**FUTURE LAND USE PLAN**

Future Land Use Map
Categories
Opportunity Areas

**IMPLEMENTATION MATRICES (ACTIONS)**

**FUTURE REGULATORY UPDATES**

Inform!

# PLAN OUTREACH/PROCESS

## SUMMER 2024

**Project Website**
Shape Superior

**Community Survey**
165 responses

**Buisness Survey**
45 businesses

**Renter Survey**
214 responses

Chili Fest 2024
Fall Festival

## FALL / WINTER 2024

**Stakeholder Groups**

Economic Development
Opportunity Areas
Hazards & Resiliency
Sustainability

**Committee Meetings**

Transportation Safety Committee
Cultural Arts and Public Spaces Advisory Committee
Superior Youth Leadership Committee
Open Space Advisory Committee
Advisory Committee for Environmental Sustainability
Historical Commission
Parks and Recreation Committee

**Commission & Council Updates**

# PLAN OUTREACH/PROCESS

## SPRING 2025

**Speaker Series**

Housing
Cultural Inclusivity & Equity
Economic Development
Transportation

**Pop-up Event**

**Open House #1**

174 inputs, 104 comments

**Community Survey #1**

119 responses

## SUMMER/FALL 2025 - WINTER 2026

**Rapid Priority Survey**

190 responses

Chili Fest 2025

**Open House #2**

**Community Survey #2**

**Commission & Council Updates**

**We are here**

# SUPERIOR'S THEMES FOR THE FUTURE

Love for Superior is rooted in Nature, Character, and Community

Strong desire for Balanced and Thoughtful Growth

Transportation and walkability are High priorities

Housing Needs more Diversity and Affordability

Local Businesses Need Support to Thrive

Arts and Culture are Emerging Priorities

Sustainability and Inclusivity Must Guide Future Planning

# COMMUNITY VISION

## A Community for All

Superior is a vibrant, inclusive community where all people are valued, diversity is celebrated, and both residents and businesses are empowered to shape their shared future.

## What S H A P E s Superior?

### S - Superior's Distinct Town Character

Residents, visitors, and employees enjoy the unique charm of a community-oriented Town that is safe, welcoming, accessible, and rooted in its local environment.

### H - Healthy & Accessible Environment

Superior supports the relationship between personal and environmental health and promotes freedom of movement for the enjoyment of all people, striving to create a more verdant and inclusive community.

### A - Active & Connected Neighborhoods

The unique and interconnected nature of Superior's neighborhoods strengthens the community, fostering greater vibrancy and resilience.

### P - Prepared & Resilient Community

Superior is a community that thrives in the face of adversity, capable of mitigating impacts from, adapting to and recovering from challenges such as natural disasters, economic shifts, and social disruptions.

### E - Economic Vibrancy

Superior fosters a dynamic economy that supports a thriving community, ensures long-term fiscal sustainability, and provides equitable opportunities for residents and businesses.

# PLAN ELEMENTS

## LAND USE
- Future Land Use & Designations
- Town character & built form
- Opportunity Areas

## COMMUNITY
- Population & demographics
- Cultural identity & history
- Community engagement
- Town events

## ECONOMIC DEVELOPMENT
- Workforce & jobs
- Eucation & income
- Fiscal sustainability

## HOUSING
- Housing supply
- Cost & affordability
- Future need

## SUSTAINABILITY
- Greenhouse gases
- Water
- Energy systems
- Green building

## RESILIENCY
- Hazard mitigation
- Regional partnerships
- Resilient infrastructure
- Preparedness

## PARKS, RECREATION, OPEN SPACE
- Existing network & amenities
- Role of open space

## TOWN UTILITIES & INFRASTRUCTURE
- Utilities
- Health & safety
- Maintenance

## TRANSPORTATION
- Multi-modal mobility
- Safety
- Connectivity

# PLAN ELEMENTS




## GOALS

Broad statements that push towards achieving the vision and encapsulate values.

## POLICIES

Derived from goals and represent a set of guidelines that inform decision-making.

## ACTIONS

Steps taken by departments or partner organizations to implement the goals and policies.

# ORGANIZATIONAL CHANGES

## EXECUTIVE SUMMARY (6 PAGES)

- **Shaping the Town's Future** (plan purpose, use, intent)
- **The Community's Plan** (high-level engagement process)
- **Superior's themes for the future**
- **Future Land Use Plan & Map**
- **Opportunity Areas** (& their importance)
  - Each Area is listed and linked to recommendations section)
- **Town-wide Vision**

## IMPLEMENTATION MOVED TO PLAN ELEMENTS:

### Goals, Policies, & Actions

**Land Use Goal 1** S H A P E *See Community Values on page 40*

**Foster a balanced mix of housing, employment, retail, and public spaces to keep Superior a thriving, fiscally sustainable, and inclusive community that serves the needs of all who live, work, and invest here.**

| Strategy/Action | Priority | Timeframe | Partners* |
|---|---|---|---|
| **LU 1.1 Encourage mixed use development in economically underperforming locations to revitalize them.** | | | |
| Reduce or eliminate parking requirements for mixed use projects. | 2 | ST | N/A |
| Consider rezoning to support mixed-use development or redevelopment where appropriate. | 2 | ST | N/A |
| Consider adopting design standards for areas where mixed-use development or redevelopment is appropriate. | 2 | ST | ULI |
| **LU 1.2 Foster a balanced mix of land uses that includes residential, commercial, employment, recreational, and open space uses that meet community needs while reinforcing Superior's unique identity as a small town with access to regional amenities.** | | | |
| Consider the impact of homogeneous land uses on the greater community when reviewing applications for rezonings. | 1 | ON | ULI |

# CHANGES SINCE JANUARY

## UPDATES FROM PLANNING COMMISSION:

- Opportunity Areas linked in Executive Summary
- Homeownership opportunities added to Housing chapter (H 1.1, H 1.3 - page 101)
- Population projections added to Community chapter (page 74)
- Additional context provided around declining school enrollment in Community chapter (page 75)
- Added a Glossary of Terms (page 205)
- Rearraged and added Strategies and Actions in Economic Development Chapter (page 93)
    - Updated ED 3.3
    - Added ED 3.4 & Actions

## POPULATION PROJECTIONS

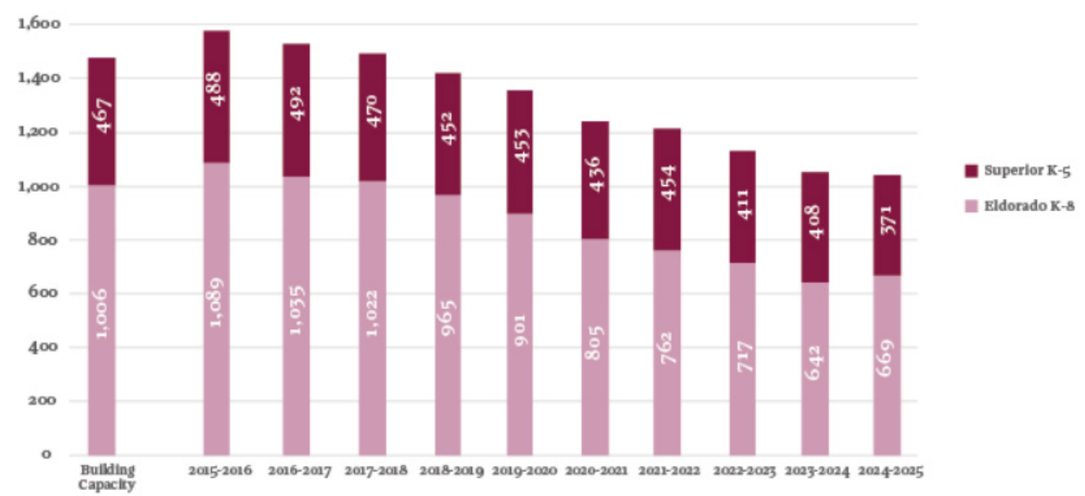
**Table 2:** Population Projections

| | 2024 | 2030 | 2040 | 2045 | 2024-2045 Growth |
|---|---|---|---|---|---|
| Population Porjections | 13,136 | 13,425 | 15,029 | 15,337 | 2,201 |

*Source: Denver Regional Council of Governments (DRCOG)*

## SCHOOL ENROLLMENT

**Figure 6:** Building Capacity v. Number of Neighborhood Student (by school year)




*Source: Boulder Valley School District*

# CHANGES SINCE JANUARY

## UPDATES FROM STAFF:

- Economic Development Chapter (page 93)
  - Updated ED 3.3
  - Added ED 3.4 & Actions
- Resiliency Chapter existing conditions re-write
- Parks, Recreation, Open Space Chapter (pages 135-140)
  - Added Actions to: 1.1, 1.2, 1.3, 1.4, 1.5, 2.1, 2.2, 2.4, and 4.1
  - Added Strategy 2.5
  - Added Goal 5
- Swapped out some photos

## UPDATES FROM COMMUNITY INPUT:

- Many public comments were addressed by PC and staff input/changes
- Added “flex space” to glossary
- Added history of Town 15 site and commercial zoning
- Added links to the page in Implementation that spells out acronyms for partners to the 1st implementation matrix of each chapter
- Added a link to the Planning web page on Town’s website to access plans referenced

# FUTURE LAND USE



## FUTURE LAND USE IS:

- **A tool to illustrate the community's vision for growth** (where we do and don't want to grow)
- **Guidance for decision making** (or recommendation on land use applications)
- **Informed by the public, history, and landowners**
- **Amendable**

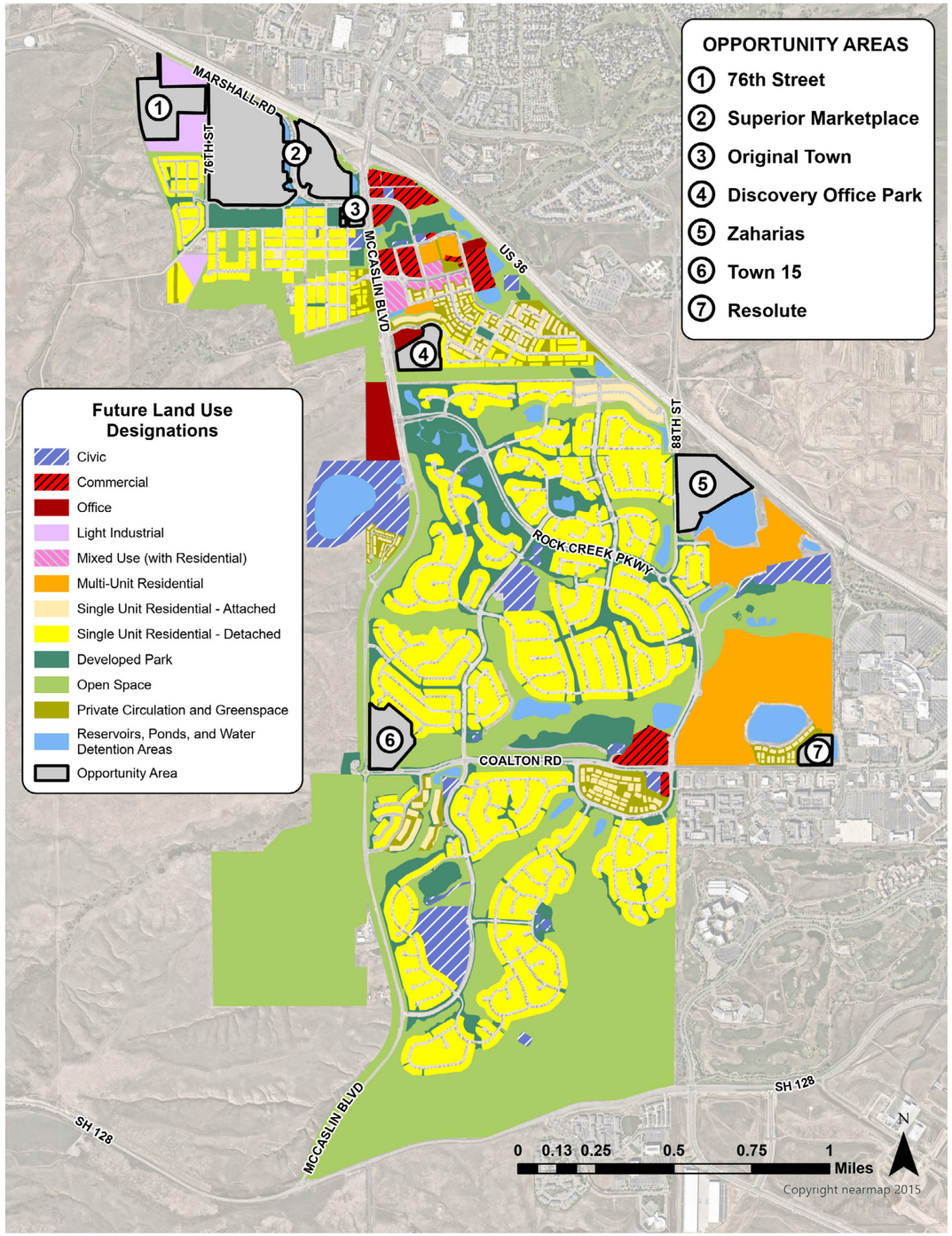
## FUTURE LAND USE IS NOT:

- **Regulatory** (it's a guiding document)
- **Zoning** (although it can help inform updates to the Zoning Ordinance)
- **A development plan**
- **New!** (the 2012 Comprehensive Plan has a FLUM)

# FUTURE LAND USE

- Single Unit Residential - Detached
- Single Unit Residential - Attached
- Multi-unit Residential
- Mixed Use (with Residential)
- Commercial
- Office
- Light Industrial
- Civic
- Developed Park
- Open Space
- Private Circulation and Green Space
- Reservoirs, Ponds, Detention Areas

## FLU MAP






## 76TH & GUARDIAN

**4** PARCELS

**23** ACRES

EXISTING LAND USE

**VACANT**

## COMMUNITY PREFERRED LAND USES:

- **Housing**
  - Low density multi-units
  - Medium density multi-units
- **Light Industrial**
- **Neither scenario/no development**

# DRAFT PLAN RECOMMENDATION *OPPORTUNITY AREAS*

## 76TH & GUARDIAN

### POLICY CONNECTIONS:

- **H 1.3:** Missing Middle Housing
- **H 3.1:** Senior Housing
- **H2:** Affordable Housing
- **PROS 1.1:** Preservation of Open Space







### LAND USE:

- **Primary:**
  - Single-unit attached to multi-unit residential
  - Light Industrial
- **Supporting:**
  - Retail (like daycare)

### BUILT FORM:

**Block Pattern**



Grid/
Modified Grid

**Building Scale**

- 6-25 du/acre
- Up to two-story light industrial

**Parcel Size**




*Medium Density Residential*

*Light Industrial*

**Transit**

- Pedestrian connection to RTD Park-n-ride (1/2 mi)

**Parking**

- Surface
- Garage

# BACKGROUND & INPUT *OPPORTUNITY AREAS*

**DISCOVERY**




**5** PARCELS

**12.2** ACRES

EXISTING LAND USE

**VACANT + COMMERCIAL**

## COMMUNITY PREFERRED LAND USES:

- **Office/Commercial**
- **Housing**
  - Townhomes
  - Multi-unit
- **Mixed-use**
- **Neither scenario/no development**

# DRAFT PLAN RECOMMENDATION *OPPORTUNITY AREAS*

**DISCOVERY**

## POLICY CONNECTIONS:

- **H 1.3:** Missing Middle Housing
- **H 3.1:** Senior Housing
- **LU 2:** Continue to cultivate Downtown Superior
- **S 5.2:** Reduce single occupancy vehicle trips







## LAND USE:

- **Primary:**
  - Single-unit attached to multi-unit residential
  - Office (prioritize along Discovery Parkway)
- **Supporting:**
  - Commercial

## BUILT FORM:

### Block Pattern

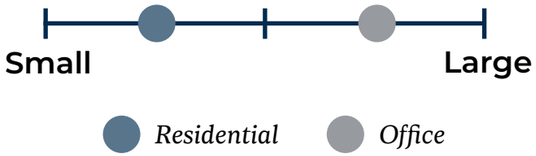


Curvilinear

### Building Scale

- 6-25 du/acre

### Parcel Size




### Transit

- Pedestrian connection to RTD Main & Gateway stop

### Parking

- Surface
- Garage

# BACKGROUND & INPUT *OPPORTUNITY AREAS*




**SUPERIOR MARKETPLACE**

**21** PARCELS

**85.7** ACRES

EXISTING LAND USE

**BUSINESS**

## COMMUNITY PREFERRED LAND USES:

- **Mixed-use**
- **Housing**
  - Multi-unit
- **Retail/Commercial**
- **Neither scenario/no development**

# DRAFT PLAN RECOMMENDATION *OPPORTUNITY AREAS*

**SUPERIOR MARKETPLACE**

## POLICY CONNECTIONS:

- **ED 1.1** Maximize sales tax revenue
- **LU 1.1:** Encourage mixed use development
- **H2:** Affordable Housing
- **T 2.2:** T.O.D. at RTD Park-n-ride
- **S 5.2:** Reduce single occupancy vehicle trips

**Mixed-use Commercial + Residential**





**Multi-unit Apartments**

## LAND USE:

- **Primary:**
  - Mixed-use (commercial/residential)
  - Multi-unit residential
- **Supporting:**
  - Standalone Commercial

## BUILT FORM:

### Block Pattern



Grid

### Parcel Size




### Transit

- Pedestrian connection to RTD park-n-ride

### Building Scale

- Multi-unit 25-40 dwelling units per acre

### Parking

- Mix of structured and surface

# BACKGROUND & INPUT *OPPORTUNITY AREAS*

**ORIGINAL TOWN**




**8** PARCELS

**2.5** ACRES

EXISTING LAND USE

## VACANT + COMMERCIAL

## COMMUNITY PREFERRED LAND USES:

- **Housing**
  - Townhomes
  - Small lot single unit
  - Medium density
- **Mixed-use**
- **Commercial**
- **Office**
- **Neither scenario/no development**

# DRAFT PLAN RECOMMENDATION *OPPORTUNITY AREAS*

**ORIGINAL TOWN**

## POLICY CONNECTIONS:

- **LU 1.1:** Encourage mixed use development
- **ED 2.1:** Diversify businesses
- **S3:** Promote smart growth/infill
- **T 2:** Connections to trails and transit







## LAND USE:

- **Primary:**
  - Mixed-use (commercial + residential)
  - Prioritize commercial on McCaslin
- **Supporting:**
  - Office

## BUILT FORM:

### Block Pattern



Grid

### Parcel Size

Small — Large

### Building Scale

- 6-15 dwelling units per acre

### Transit

- 3 transit stops within 1/4 mile

### Parking

- Surface
- Tuck-under
- Garage

# BACKGROUND & INPUT *OPPORTUNITY AREAS*

**TOWN 15**




**1** PARCEL

**15** ACRES

EXISTING LAND USE

**VACANT**

## COMMUNITY PREFERRED LAND USES:

- **Parks & open space**
- **Recreation/community amenities**
- **Town offices**
- **Housing**
  - Single unit to townhomes
- **Neither scenario/no development**

# DRAFT PLAN RECOMMENDATION *OPPORTUNITY AREAS*

**TOWN 15**

## POLICY CONNECTIONS:

- **PROS 1.1:** Open Space
- **PROS 2:** Recreation/programming
- **H 1.3:** Missing Middle Housing
- **H 3.1:** Senior Housing






Recreation Center / Sports Fields



Residential Townhomes

## LAND USE:

- **Primary:**
  - Open Space/Recreation
- **Supporting:**
  - Single unit attached to multi unit residential
  - Open space
  - Park space

## BUILT FORM:

### Block Pattern



Modified Grid

### Building Scale

- 6-15 dwelling units per acre
- Single unit residential to townhomes, 5 to 15 dwelling units per acre

### Parcel Size

Small — Large

*Residential* *Recreation*

### Transit

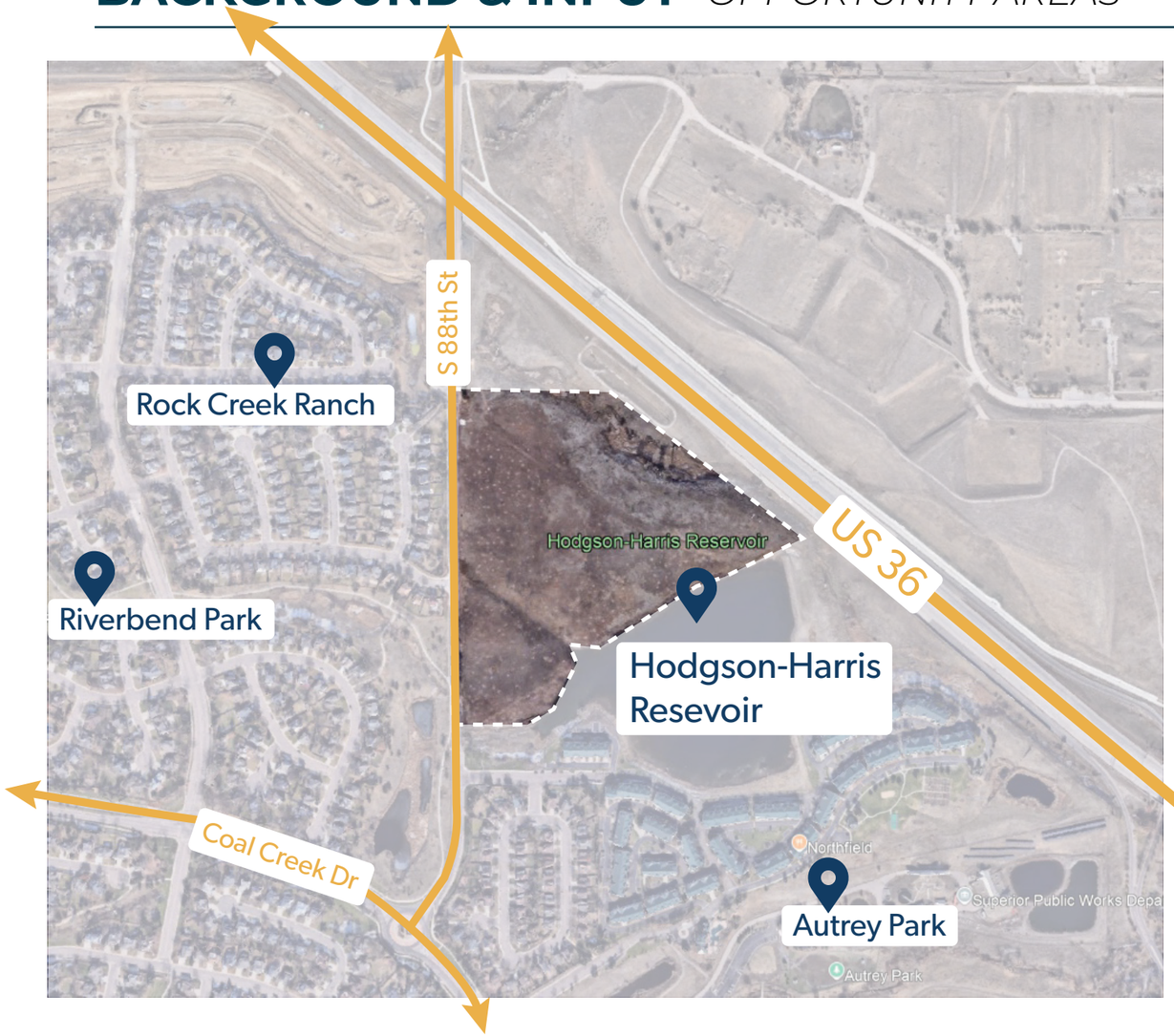
- Not present

### Parking

- Surface
- Attached garages

# BACKGROUND & INPUT *OPPORTUNITY AREAS*

**ZAHARIAS**




**1** PARCEL

**23.3** ACRES

EXISTING LAND USE

**VACANT**

## COMMUNITY PREFERRED LAND USES:

- **Parks & open space**
- **Housing**
  - Low density
  - Medium density
- **Commercial**
- **Mixed-use**
- **Neither scenario/no development**

# DRAFT PLAN RECOMMENDATION *OPPORTUNITY AREAS*

**ZAHARIAS**

## POLICY CONNECTIONS:

- **H 1.3:** Missing Middle Housing
- **PROS 1.1:** Open Space
- **H 3.1:** Senior Housing
- **T 2:** Connections to trails



Residential Townhomes



Multi-unit Residential

## LAND USE:

- **Primary:**
  - Single unit attached to multi unit residential
- **Supporting:**
  - Clustered/cottage homes

## BUILT FORM:

### Block Pattern



Curvilinear

### Building Scale

- 6-25 dweling units per acre

### Parcel Size




### Transit

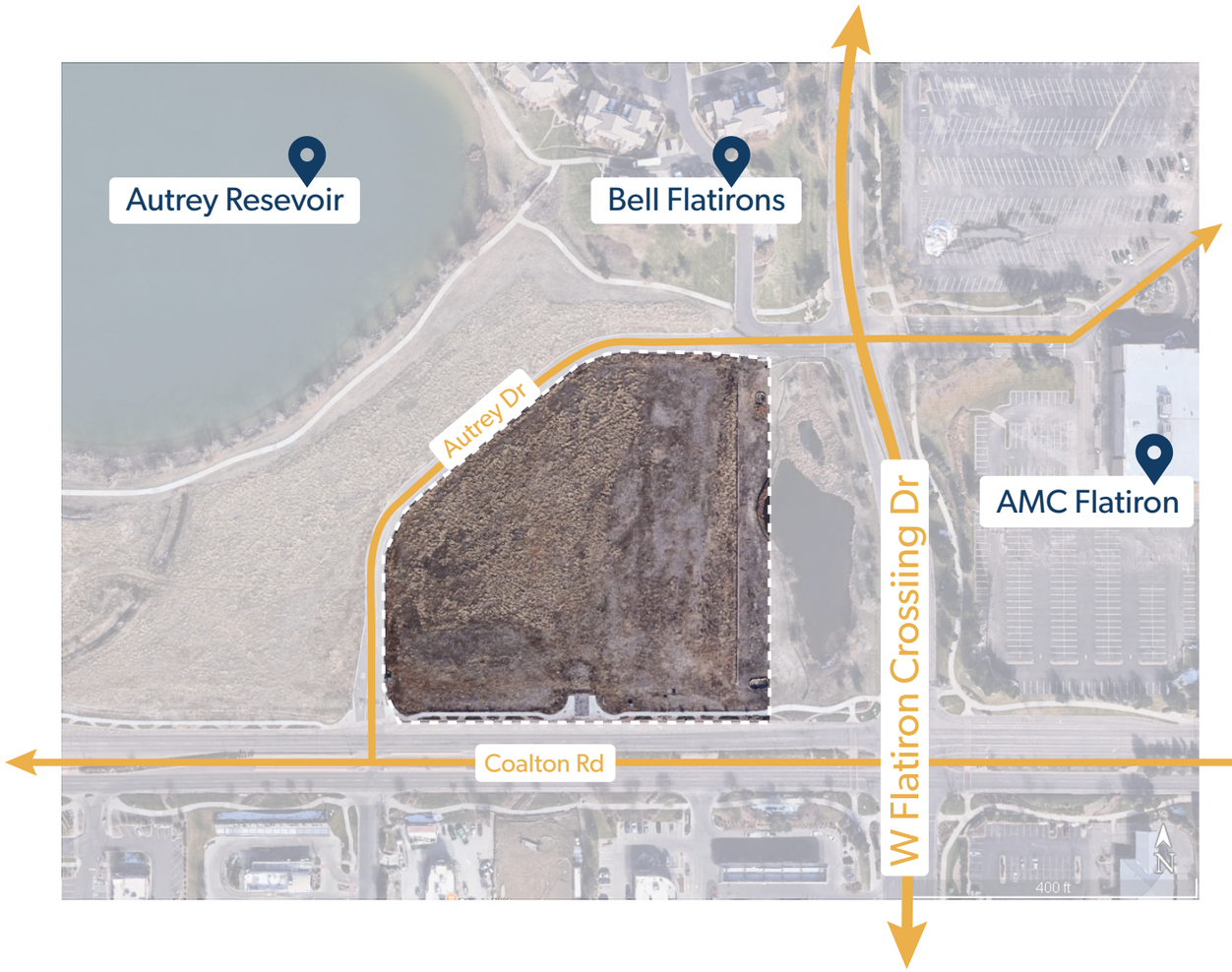
- Multi-modal connections to Rock Creek Pkwy & 88th RTD stop

### Parking

- Surface
- Attached garages

# BACKGROUND & INPUT *OPPORTUNITY AREAS*

RESOLUTE




**5** PARCELS

**5.8** ACRES

EXISTING LAND USE

**VACANT**

## COMMUNITY PREFERRED LAND USES:

- **Hotel**
- **Retail/Commercial**
- **Housing**
  - Medium density
  - High density
- **Parks/open space**
- **Neither scenario/no development**

# DRAFT PLAN RECOMMENDATION *OPPORTUNITY AREAS*

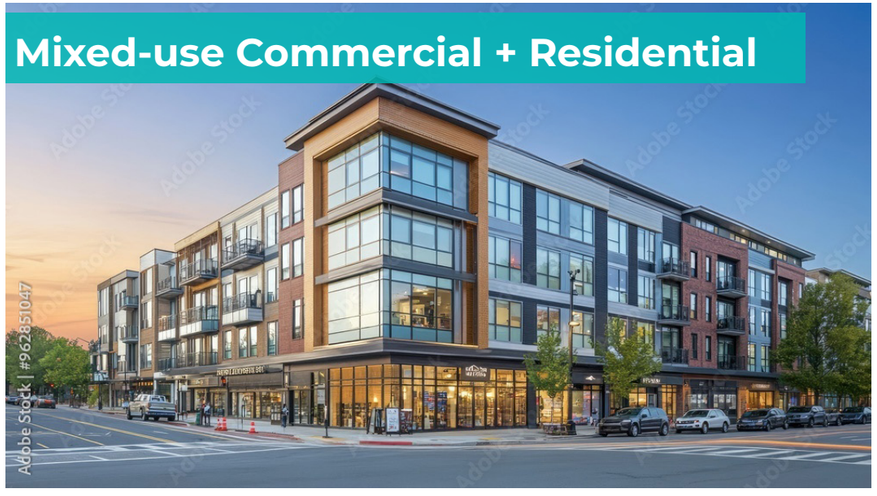
RESOLUTE

## POLICY CONNECTIONS:

- **ED 1.3:** Pursue lodging development
- **H2:** Affordable Housing
- **H 3.1:** Senior Housing
- **T 2:** Connections to trails




Hotel




Mixed-use Commercial + Residential

## LAND USE:

- **Primary:**
  - Mixed-use (hotel & commercial)
- **Supporting:**
  - Multi unit residential

## BUILT FORM:

### Block Pattern



Modified Grid

### Building Scale

- 25-35 dwelling units per acre

### Parcel Size




### Transit

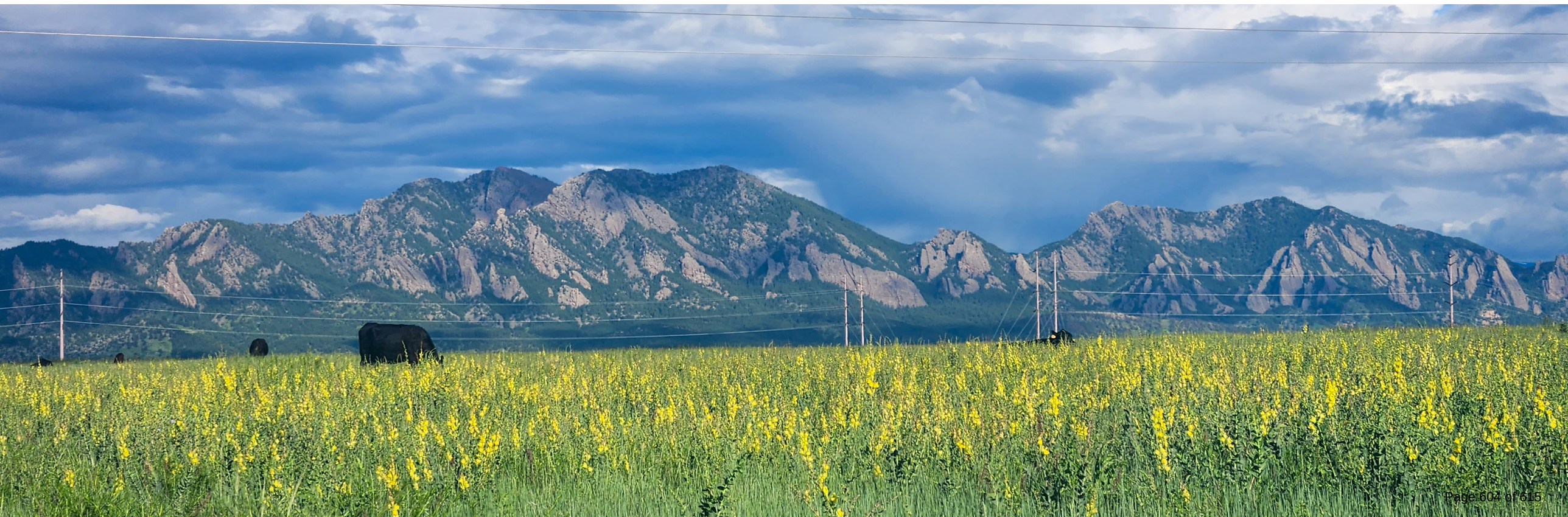
- Close proximity to multiple stops within 1/4 mile

### Parking

- Mix of surface and structured

# NEXT STEPS

- Town Council Adoption: **February 23**
- Implementation!



## Item Number:5.c.

**Information for Meeting of the Superior Town Council**

| | |
|---|---|
| **Agenda Item Name:** | First Reading — Consideration of Ordinance Approving Updates to the Town's Municipal Code 16 – Land Use |
| **Meeting Date:** | February 9, 2026 |
| **Presented By:** | Renae Stavros, Planning and Building Director |
| **Presented For:** | 1st Reading |

**Background:**
The Town of Superior updates and amends the Municipal Code from time to time for a variety of reasons. Sometimes, State Legislation requires the Town to amend or adopt certain changes to the Code. Such is the case for the proposed Electric Vehicle Charging (EV Charging) Ordinance. The ordinance proposes updates to allow EV charging as a primary use in limited zoning districts and as an accessory use in all zoning districts, in accordance with House Bill 24-1173.

**EV Charging:**
The State of Colorado, through Colorado House Bill 24-1173, requires communities to choose a compliance path and take action related to EV charging ordinances. Compliance is not a requirement; however, the Town can make progress and lower the risk of losing funding opportunities in the future. Superior is using this opportunity to align its EV code for new developments with the Metro Cohort Model Energy Code, which will be brought to the Town Council for approval later this month. The Ordinance further adjusts the EV Charging requirement levels to better suit development needs and also clarifies how existing homes and developments may add EV charging in line with Town code requirements.

Town Planning and Sustainability staff brought early EV code update proposals to the ACES committee in May 2024 for feedback and presented in October 2025 on updates to both the EV Charging requirements and Energy Code. The proposed Ordinance adds EV Charging as a primary use by right in some Commercial and Industrial zone districts, and allows EV Charging as an accessory use in all zone districts. EV Charging requirements for new developments are addressed directly in the Metro Cohort Model Energy Code, and will right-size the Town's current requirements.

The Town currently allows accessory use EV charging by right through building permit review, but this is not currently explicated in the land use code, nor does the land use code address primary use EV charging. To more closely align the Town's EV Charging code with the State

Model Code, the following updates to the primary and accessory use tables in Chapter 16 are proposed:

**Sec. 16-6-120. – Schedule of uses and requirements.**

**Schedule of Uses**
**Residential Districts**

| Standard | R-E | R-VL | R-L | R-M | R-MH |
|---|---|---|---|---|---|
| EV Charging as a principal use | X | X | X | X | X |

**Schedule of Uses**
**Commercial and Mixed Use Districts**

| Standard | B-C | B-R | B-O | M-U |
|---|---|---|---|---|
| EV Charging as a principal use | C | P | P | X |

**Schedule of Uses**
**Industrial Zone Districts**

| Use | I-L | I-H |
|---|---|---|
| EV Charging as a principal use | P | P |

**Schedule of Uses**
**Agricultural and Open Space Districts**

| Use | A-UR | OS-R | OS-N |
|---|---|---|---|
| EV Charging as a principal use | X | C | X |

A note will be added to each table, adding EV Charging as an Accessory Use in all zone districts.

Additional changes are proposed to add definitions to Sec. 16-1-70, add an exemption in Sec. 16-11-20 to permit EV Charging as a primary use through an administrative review process, where it is allowed as a use by right, and include EV Charging where applicable in other sections of Chapter 16, as outlined in the attached Ordinance.

**Recommendation:**
The Town of Superior Planning Commission met on Tuesday, February 3, 2026, and recommended approval of the proposed EV Charging Ordinance in a vote of 7 yeses and 1 no vote, to the Town Council.

**Budget Implications:**
None

**Motion:**
None - First Reading

**Attachments:**
1. EV Charging-O013026

**Town of Superior**
**Ordinance Number O-2**
**Series 2026**

**An Ordinance of the Town Council of the Town of Superior amending various sections of Chapter 16 of the Superior Municipal Code, all regarding electric vehicles and electric vehicle charging**

**Whereas,** the Town desires to amend various parts of Chapter 16 of the Superior Municipal Code (the "Code") regarding electric vehicles and electric vehicle charging in the Town;

**Whereas,** on _____, 2026, the Planning Commission considered the changes to the Code contained herein and recommended adoption; and

**Whereas,** after giving due consideration to the issue, the Town Council finds it is in the best interest of the public health, safety and welfare to adopt the following changes to the Code.

**Now, therefore, be it ordained by the Town Council of the Town of Superior, Colorado:**

**Section 1.** Section 16-1-70 of the Superior Municipal Code is hereby amended by the addition of the following definitions to be inserted in alphabetic order:

**Sec. 16-1-70. – Definitions.**

*Accessory use EV charging project* means a proposed development of DCFC charging stations and equipment that are incidental and subordinate to the primary use of the subject property.

*Electric vehicle or EV* means an automotive-type vehicle for on-road use, including without limitation passenger automobiles, buses, trucks, vans, neighborhood electric vehicles, and electric motorcycles, primarily powered by an electric motor that draws current from a building electrical service, EVSE, a rechargeable storage battery, a fuel cell, a photovoltaic array, or another source of electric current; but not including any off-road, self-propelled electric mobile equipment, including without limitation industrial trucks, hoists, lifts, transports, golf carts, airline ground support equipment, tractors, and boats.

*EV charging equipment* means all equipment necessary to provide electrical current charging for EVs, except for EV charging stations. This may include power conversion equipment, electrical distribution equipment such as transformers, switchgear boxes, distribution lines, and other supportive equipment.

*EV charging port* means a power supply device that provides electrical current charging for EVs, where one EV charging port provides power for one vehicle and features one of the following power levels:

(1) *Direct current fast charging or DCFC* which provides high-speed charging that provides fifty (50) to three hundred and fifty (350) kilowatts of power per hour and uses a four hundred and eighty (480) volt three (3) phase outlet.

(2) *Level 2 charging* which provides mid-speed charging of seven (7) to nineteen (19) kilowatts of power per hour and uses a two hundred and forty (240) volt outlet.

(3) *Level 1 charging* which provides slow charging of one (1) to two (2) kilowatts of power per hour and uses a one hundred and twenty (120) volt outlet.

*EV charging station* means equipment that includes one (1) or more EV charging ports to provide charging for EVs, located adjacent to dedicated space(s) for the vehicle(s) while they charge, and which may provide power for one (1) or more vehicles.

*Primary use EV charging project* means any proposed development of DCFC EV charging stations and equipment that serves as the primary function and land use of the subject property.

**Section 2.** The Schedule of Uses Tables for Residential Districts, Commercial and Mixed Use Districts, Industrial Zone Districts, and Agricultural and Open Space Districts in Section 16-6-120 of the Superior Municipal Code are hereby amended to add "EV charging as a principal use" as follows:

**Sec. 16-6-120. – Schedule of uses and requirements.**

* * *

**Schedule of Uses**
**Residential Districts**

| Standard | R-E | R-VL | R-L | R-M | R-MH |
|---|---|---|---|---|---|
| EV Charging as a principal use | X | X | X | X | X |

* * *

**Schedule of Uses**
**Commercial and Mixed Use Districts**

| Standard | B-C | B-R | B-O | M-U |
|---|---|---|---|---|
| EV Charging as a principal use | C | P | P | X |

* * *

**Schedule of Uses**
**Industrial Zone Districts**

| Use | I-L | I-H |
|---|---|---|
| EV Charging as a principal use | P | P |

* * *

**Schedule of Uses**
**Agricultural and Open Space Districts**

| Use | A-UR | OS-R | OS-N |
|---|---|---|---|
| EV Charging as a principal use | X | C | X |

* * *

**Section 3.** The Schedule of Uses Tables for Residential Districts, Commercial and Mixed Use Districts, Industrial Zone Districts, and Agricultural and Open Space Districts in Section 16-6-120 of the Superior Municipal Code are hereby further amended to add a note to each Table to state that "Accessory use EV charging is allowed by right in all zone districts and only requires building and electrical permits."

**Section 4.** Section 16-11-20 of the Superior Municipal Code is hereby amended by the addition of a new subsection (c) to read as follows:

**Sec. 16-11-20. – Exemption.**

* * *

(c) *Primary use EV charging projects*. A land use application for a primary use EV charging project shall be reviewed through an administrative process only in all zone districts where it is allowed as a use by right.

**Section 5.** Section 16-18-70 of the Superior Municipal Code is hereby amended by the addition of a new subsection (i) to read as follows:

**Sec. 16-18-70. – Utilities.**

* * *

(i) Siting and screening for electrical utility equipment and infrastructure shall comply with national electrical safety standards from the NFPA and NESC.

**Section 6.** Section 16-20-70(a)(1) of the Superior Municipal Code is hereby amended as follows:

**Sec. 16-20-70. – Automobile care centers, service stations and convenience stores.**

* * *

(1) *Site coverage*. Buildings, parking areas, drives, loading/service areas and ~~gas pump~~ vehicle cover canopies shall be limited to provide a minimum of thirty percent (30%) of open space. Open space may include any pedestrian pavements and plazas passing through open spaces areas and any parking lot island greater than four hundred (400) square feet in size.

* * *

**Section 7.** Section 16-21-20(d) of the Superior Municipal Code is hereby amended as follows:

**Sec. 16-21-20. – Landscape buffers.**

* * *

(d) Convenience and automobile care centers, ~~and~~ service stations and primary use EV charging.

* * *

**Section 8.** The Nonresidential uses section of the Parking Space Requirements table in Section 16-24-10(a) of the Superior Municipal Code is hereby amended as follows:

**Sec. 16-24-10. – Off-street parking spaces required.**

* * *

| | |
|---|---|
| EV charging station | 1 space per charging port |

* * *

**Section 9.** Section 16-24-40(a)(8) of the Superior Municipal Code is hereby amended as follows:

**Sec. 16-24-40. – Automobile care centers, service stations and convenience stores.**

* * *

(8) Direct access to parking spaces shall not conflict with circulation at gas pumps, EV charging stations, wash bays or stacking space for drive-thru windows or similar uses.

* * *

**Section 10.** Safety. This Ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

**Section 11.** Effective Date. This Ordinance shall take effect 10 days after publication following adoption.

**Introduced, read, passed and ordered published this ___ day of _____, 2026.**

_____

Mark Lacis, Mayor

**ATTEST:**

_____

Shannon Dujardin, Town Clerk

## Item Number:5.d.

**Information for Meeting of the Superior Town Council**

| | |
|---|---|
| **Agenda Item Name:** | First Reading — Consideration of Ordinance Approving Updates to the Town's Municipal Code, Chapters 11 – Streets, Sidewalks and Public Places & 16 – Land Use |
| **Meeting Date:** | February 9, 2026 |
| **Presented By:** | Renae Stavros, Planning and Building Director |
| **Presented For:** | 1st Reading |

**Background:**
The Town of Superior updates and amends the Municipal Code from time to time for a variety of reasons. Sometimes, Town staff recommend amendments based on experiences gained while administering and enforcing the Code, as is the case with the proposed drainage code amendments. The ordinance proposes amendments related to drainage and stormwater management, intended to prevent drainage from one property from negatively impacting adjoining properties.

**Property Drainage & Stormwater:**
Town staff regularly receive calls and complaints from residents whose properties are adversely affected by drainage conditions originating from adjacent properties. The current Municipal Code addresses drainage impacts on public, Town-owned property, such as sidewalks and streets, but does not address drainage impacts between private properties. The proposed amendment is intended to close this gap by ensuring that drainage from one property does not negatively impact adjoining private properties.

The proposed changes to Chapters 11 and 16, related to stormwater, drainage, and management, are designed to clarify standards and limit the impacts of runoff on adjacent properties. These amendments also establish a clear mechanism for the Town to hold property owners responsible for managing runoff originating from their property.

**Recommendation:**
The Town of Superior Planning Commission met on Tuesday, February 3, 2026, and recommended approval of the proposed Storm Drainage Ordinance in a vote of 6 yes's and 2 no's, subject to the following change: All gutters, pipes, sump pump discharge pipes, and leaders used for conducting run-off water or groundwater from buildings or private property in the

Town, or which may be constructed and used for such purposes, shall be constructed such that no runoff is allowed to flow upon an adjoining property *causing adverse effects*; and such flow of water shall be carried or directed to flow to a proper drainage area or into an appropriate storm drainpipe.

Staff does not recommend including this change. The Ordinance is written as it was presented to the Planning Commission.

**Budget Implications:**
None

**Motion:**
None - First Reading

**Attachments:**
1. Drainage-O020426

**Town of Superior**
**Ordinance Number O-3**
**Series 2026**

**An Ordinance of the Town Council of the Town of Superior repealing Section 11-1-40(c)(1) and amending Section 16-26-20 of the Superior Municipal Code regarding property drainage**

**Whereas**, the Town desires to amend various parts of Chapter 16 of the Superior Municipal Code (the "Code") regarding property drainage in the Town;

**Whereas**, on February 3, 2026, the Planning Commission considered the changes to the Code contained herein and recommended adoption with conditions; and

**Whereas**, after giving due consideration to the issue, the Town Council finds it is in the best interest of the public health, safety and welfare to adopt the following changes to the Code.

**Now, therefore, be it ordained by the Town Council of the Town of Superior, Colorado:**

**Section 1.** Section 11-1-40(c)(1) is hereby repealed in its entirety.

**Section 2.** Section 16-26-20 of the Superior Municipal Code is hereby amended by the addition of a new Section 16-26-20(e) to read as follows:

**Sec. 16-26-20. – Property drainage.**

* * *

(e) All gutters, pipes, sump pump discharge pipes, and leaders used for conducting run-off water or groundwater from buildings or private property in the Town, or which may be constructed and used for such purposes, shall be constructed such that no runoff is allowed to flow upon an adjoining property; and such flow of water shall be carried or directed to flow to a proper drainage area or into an appropriate storm drainpipe.

**Section 3.** Safety. This Ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

**Section 4.** Effective Date. This Ordinance shall take effect 10 days after publication following adoption.

**Introduced, read, passed and ordered published this ___ day of _____, 2026.**

_____

Mark Lacis, Mayor

**ATTEST:**

_____

Shannon Dujardin, Town Clerk