



Town Council
Meeting Agenda
Monday, August 24, 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 in person or [via Zoom](#) or view it on YouTube (closed captioning is 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. Selection of Mayor Pro Tem
 - e. Council Reports
 - f. 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. Committee Interviews
 - a. Advisory Committee Interviews for ACES
3. Presentations
 - a. Sundance Festival Presentation - Jeff Levine
4. Consent Agenda
 - a. Approval of Council Meeting Minutes
 - b. Acceptance of Committee Meeting Notes
 - c. Adoption of a Resolution of the Town Council of the Town of Superior Adopting the 2026 Advisory Committee Guidebook
 - d. Adoption of a Resolution of the Town Council of the Town of Superior Appointing Members to the Superior Youth Leadership Council (SYLC)
 - e. 2nd Quarter Financial Report

- f. An Ordinance of the Town Council of the Town of Superior Repealing Sections 2-2-10, 2-2-20 and 2-2-30 of the Superior Municipal Code Regarding the Town Council
- 5. Public Hearing
 - a. Public Hearing Regarding a New Hotel and Restaurant License, 2245 Main Street, Suite 1001
- 6. Regular Agenda
 - a. Resolution of the Town Council of the Town of Superior Approving an Intergovernmental Agreement with the Colorado Department of Transportation for the 88th Street Bicycle and Pedestrian Improvements Project

7. 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:1.d.

Information for Meeting of the Superior Town Council

Agenda Item Name: Selection of Mayor Pro Tem
Meeting Date: August 24, 2026
Presented By: Matt Magley, Town Manager
Presented For: Action

Background:

With the recent resignation from the Council by Jason Serbu the Mayor Pro Tem position is now vacant. Section 3.12 (1) of the Superior Home Rule Charter states,
"A Mayor Pro Tem shall be elected by the Town Council from its own membership at the first regular Town Council meeting following certification of the regular municipal election results. The Mayor Pro Tem shall serve until a replacement is selected in the same manner following the next regular municipal election or the first meeting after a vacancy occurs in the office of the Mayor Pro Tem. The Mayor Pro Tem shall act as Mayor during the absence of the Mayor."

I would recommend that those Council Members interested in serving as the Mayor Pro Tem announce their interest to serve at the time this agenda item comes up in the meeting. Once the Council is aware of the Council Members willing to serve in this position, the Mayor can ask for a show of hands supporting those interested. The Council can then make a motion to elect the majority candidate to serve as the Mayor Pro Tem.

Recommendation:

Selection of Mayor Pro Tem.

Budget Implications:

None

Motion:

Move to elect (NAME) to serve as the Mayor Pro Tem.

Attachments:

None



Item Number:2.a.

Information for Meeting of the Superior Town Council

Agenda Item Name: Advisory Committee Interviews for ACES
Meeting Date: August 24, 2026
Presented By: Matt Magley, Town Manager
Presented For: Discussion

Background:

Staff has scheduled interviews with the Town Council for candidates interested in consideration for appointment to serve on the Advisory Committee for Environmental Sustainability (ACES).

All Advisory Committee vacancies are advertised through the Town media. Each candidate has prepared a brief introduction statement to present to the Council and application materials have been included for review. Listed below are the applicants scheduled to interview with the Council.

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

- Essie Snell
- Emily Gallegos
- Gregory Patton

Please Note: the advisory committee application was updated on February 10, 2026, with the addition of committee-specific questions; some applications may vary.

Recommendation:

Budget Implications:

Motion:

Attachments:

1. 08.24.26 ACES Interview_08.24.26_Public
2. Advisory Committee Specific Interview Questions

Advisory Committee for Environmental Sustainability (ACES)

Board Details

[ACES meetings, agendas, notes, and videos](#)

The Advisory Committee for Environmental Sustainability (ACES) works to support environmental sustainability in the Town of Superior by focusing on water and energy efficiency, waste management, and other activities that support resource conservation, improved air and water quality, and climate change mitigation.

ACES was formerly called the Waste Diversion Advisory Committee and was created by the Board of Trustees at their May 14, 2001 meeting to help meet the goal of minimizing waste generated in Superior through recycling, reuse and pollution prevention. In November of 2005, the committee's name changed to the Recycling and Conservation Advisory Committee, and in December of 2017 the name changed again to the Advisory Committee for Environmental Sustainability with expanded scope beyond waste management.

Committee members typically participate in one 2-hour meeting per month and, depending on committee needs, often help an additional 20 hours or so throughout the year, usually at Town events.

Overview

- **Size** 9 Seats
 - **Term Length** 3 Years
 - **Term Limit** 0 Terms
-

Additional

Meeting Information

Date: Second Thursday of Each Month Time: 5:30 pm - 7:30 pm Location: Superior Community Center
1500 Coalton Road, Superior CO. 80027 *August through December meetings will be held at Town Hall
124 E. Coal Creek Dr. Superior, CO 80027 ACES meetings are currently held in person with a concurrent
virtual option: <https://bit.ly/3mfasES>

Contact the Committee Members

[Message](https://us.openforms.com/Form/abc6f7d5-0540-4ba1-9e73-537b0e573848)
ACES

Staff Liaison

Alexis Bullen - Sustainability Manager

Town Council Liaison and Alternate

Jenn Kaaoush, Neal Shah

Establishing Resolution

[Change_RCAC_to_ACES.pdf](#)

Committee Work Plan

[ACES_2026_Final_Workplan.pdf](#)

[ACES_2025_Final_Workplan.pdf](#)

Additional Documents



Advisory Committee for Environmental Sustainability (ACES)

Board Roster

□	Aditya S Banerjee 1st Term Mar 24, 2026 - Jun 30, 2029
□	Lisa Barnes 1st Term Feb 12, 2024 - Jun 30, 2029
□	John Heckman 1st Term Apr 28, 2025 - Jun 30, 2028 Office/Role Vice Chair
□	Miles H Hoffman 2nd Term Feb 22, 2021 - Jun 30, 2028
□	Patrick Payne Partial Term Aug 11, 2025 - Jun 30, 2027
□	James Zarske 3rd Term Aug 18, 2018 - Jun 30, 2029 Office/Role Chair
□	Vacancy
□	Vacancy
□	Vacancy

Profile

General Instructions:
Superior residents interested in serving on a Town of Superior Advisory Committee must complete this application. This form is designed to facilitate the application process for any of the seven committees. Appointments are made by the Superior Town Council and applications are reviewed as vacancies arise. Interviews are required as part of the selection process and scheduled periodically as appointments are typically made quarterly, corresponding with Town Council meetings. You may apply to multiple committees, however, once a vacancy opens, you must choose only one committee to interview for.

Applicants must be residents of the Town of Superior, with the exception of the Superior Historical Commission.

All applicants are asked to attend or virtually view at least one committee meeting to become familiar with the advisory committee’s work plan, requirements, and processes prior to being scheduled for an interview. All Town meetings are open to the public. Committee meetings, agendas, notes, and videos can be found on the [meetings and agendas homepage](#). Please also review the advisory committee handbook to ensure there are no conflicts of interest and you are comfortable with all policies and protocols. All committees and committee members must also comply with the [Town’s Municipal Code](#) and State open government rules.

Which committees would you like to apply for? Residents can select multiple committees. Please select a Committee

Advisory Committee for Environmental Sustainability (ACES): Appointed

Essie		Snell
First Name	Middle Initial	Last Name

Question applies to multiple boards
Preferred Pronouns (Optional)

He/his

Email Address		
Home Address		Suite or Apt
City	State	Postal Code
Primary Phone		

Question applies to multiple boards
Years of Residence in Superior

Question applies to multiple boards

Employer

Consortium for Energy Efficiency

Question applies to multiple boards

Position / Title

Principal Program Manager

Question applies to Advisory Committee for Environmental Sustainability (ACES)

In your opinion, what action would most effectively improve environmental sustainability in Superior?

ACES and Town staff are doing a fantastic job on sustainability overall. That said, I think one opportunity could be to draw a clearer link between resiliency (including fire risk mitigation and climate adaptation), affordability, and sustainability to help expand the reach and impact of Superior's sustainability work and offerings going forward.

Question applies to Advisory Committee for Environmental Sustainability (ACES)

What sustainability topics are you most passionate about the Town of Superior pursuing or advancing?

All ACES' topical areas are important, but climate change, energy, and water efficiency/management tend to float to the top of my list of priorities.

Question applies to Advisory Committee for Environmental Sustainability (ACES)

What are your main interests regarding environmental sustainability (e.g., climate, energy, waste, water, air quality, etc.)?

My main interests are around energy and climate change mitigation/adaptation, but all ACES work areas are important and worthy of focus and I'd be happy to contribute to any of them.

Question applies to multiple boards

All applicants are asked to attend or virtually view at least one committee meeting to become familiar with the advisory committee's work plan, requirements, and processes prior to being scheduled for an interview. All Town meetings are open to the public. Committee meetings, agendas, notes, and videos can be found at <https://superiorco.portal.civicclerk.com/>.

[**Advisory Committee Handbook**](#) for more information and examples of conflicts of interest.

Question applies to multiple boards

Do you have any potential conflicts of interest that might limit your ability to serve on the committee or participate in certain projects or activities? Please reference the Advisory Committee Handbook link above.

☐ Yes ☒ No

Question applies to multiple boards

If yes, or unsure, please explain:

Question applies to Advisory Committee for Environmental Sustainability (ACES)

Have you attended or viewed an ACES meeting?

☒ Yes ☐ No

Experience

Question applies to multiple boards

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

Over the past 15+ years, my career has focused heavily on energy efficiency and decarbonization, and I previously served on ACES for six years (see below). My resume is attached for reference!

Question applies to multiple boards

Do you have previous experience serving on a Town Advisory Committee, other Town volunteer projects or volunteering with Town events or programs? Please explain.

Yes, I served on ACES as a volunteer and chair from 2015-2021 (when I was term-limited).

Question applies to multiple boards

Please provide any additional comments or information that you feel qualifies you to serve on the advisory committee for which you expressed interest. Please include any additional documents you feel may be relevant.

I don't have additional comments, but would be excited to rejoin ACES and contribute where helpful!

Question applies to multiple boards

Upload Resume

Question applies to multiple boards

Upload relevant document

Town Documents

Question applies to multiple boards

Have you had the opportunity to review any of the following Town of Superior documents available on the Town's website? If so, please select the document(s) you have reviewed. Links are provided below.

Please note: Familiarity with these documents is not required to serve on an Advisory Committee.

- [Superior Comprehensive Plan](#)
- [Open Space Summary Report \(OSAC\)](#)
- [Parks, Recreation, Open Space and Trails Master Plan \(PARC\)](#)

Committee Work Plans:

- [Advisory Committee for Environmental Sustainability \(ACES\)](#)
- [Cultural Arts and Public Spaces Advisory Committee \(CAPS\)](#)
- [Historical Commission \(SHC\)](#)
- [Open Space Advisory Committee \(OSAC\)](#)
- [Parks and Recreation Advisory Committee \(PARC\)](#)
- [Planning Commission \(PC\)](#)
- [Superior Youth Leadership Council \(SYLC\)](#)

Question applies to multiple boards

Superior Comprehensive Plan

☒ Yes ☐ No

Question applies to Advisory Committee for Environmental Sustainability (ACES)

ACES Work Plan

☒ Yes ☐ No

ESMOND (ESSIE) SNELL

SUMMARY

Established leader and subject matter expert in energy efficiency, decarbonization, and utility strategy, with 15+ years of progressive experience spanning research, regulatory engagement, market transformation, and organizational leadership. Proven track record driving collaboration across utilities, program administrators, and regulators to advance demand-side management, load flexibility, and decarbonization initiatives at scale across the US and Canada.

Deep expertise in DSM and decarbonization technologies and programs, electric and gas grid modernization, and state regulatory policy. Extensive record of published thought leadership (Utility Dive, NARUC Bulletin, ACEEE), conference representation, public speaking, and strategic advising. B.S. in Engineering Physics; strong industry network across utilities, regulators, manufacturers, and trade organizations in North America.

PROFESSIONAL EXPERIENCE

Consortium for Energy Efficiency, Remote (team based near Boston, MA)

Jan 2025 – Present

CEE is the US and Canadian consortium of natural gas and electric efficiency program administrators working to accelerate development and availability of energy efficient products and services for lasting public benefit.

*Title: **Principal Program Manager and Residential Sector Lead***

- Lead CEE's residential work, overseeing a team of program managers and working with senior staff at leading utilities and program administrators to further market transformation and drive the evolution of energy efficiency, load flexibility, and decarbonization initiatives across the US and Canada.
- Spearheaded creation of, and now lead, CEE's *Decarbonization Strategy Advisory Committee* supporting Board-level planning and cross-organizational end-use committee work.
- Work directly with the Executive Director on regulatory commission strategy and engagement.
- Chair a Board of Directors advisory committee focused on organizational strategy in response to the evolving U.S. federal landscape and changes to the ENERGY STAR program.

Copper Labs, Boulder CO

Oct 2022 – Nov 2024

Copper Labs supported electric, gas, and water utilities with non-intrusive wireless retrofit hardware to unlock better meter data (with or without smart meters) and timely AI-driven insights.

*Final title: **Senior Director of Product Marketing and Policy***

- Oversaw product marketing; overall corporate strategy, market targeting, and positioning; and content, field, and outbound marketing efforts. Served as the voice of the customer in internal planning and product development, and managed multiple external relationships.
- Led Copper's regulatory engagement. Served as an intervenor or provided general comments to the CO PUC, NJ BPU, CT DPUC, NY PSC, and MA DPU in areas such as meter data access, gas demand response,

non-pipeline alternatives, and integrated planning. In New Jersey, my comments led to Copper's inclusion in [New Jersey Natural Gas' Dec 1st, 2023 filing](#), where it was referenced 8 times.

- Published blogs, press releases, and external thought leadership articles in leading industry channels such as Utility Dive and the NARUC Bulletin. Set a multi-year readership performance record in Utility Dive with an [article on metering infrastructure](#). Created and promulgated a new corporate go-to-market strategy and industry category (AMx), leading to national awareness and engagement.
- Represented Copper at utility-focused events (e.g. PLMA, E Source, AESP, ACEEE, etc.) and regulatory-focused (e.g. national and regional NARUC conferences) as a subject-matter expert.

ICF, Remote (team based in Washington, D.C. and Toronto, ON)

Jun 2021 – Sept 2022

ICF is an international consultancy that uses advanced data modeling to help utilities manage change — from evolving customer behavior to planning for new energy sources, climate risk, and decarbonization pathways.

*Title: **Manager, Utility and Decarbonization Strategy***

- Led and contributed to decarbonization pathway analyses for major gas and dual-fuel utilities across the US and Canada (often with a focus on achieving net-zero emissions by 2050).
- Consulted with utility clients on climate planning, reporting, and innovation roadmapping efforts.
- Co-authored the American Gas Association's pioneering [Net-Zero Emissions Opportunities for Gas Utilities](#) report in partnership with dozens of leading gas utilities across the US.

E Source, Boulder, CO

Jul 2009 – May 2021

E Source provides research, advisory, and consulting services to hundreds of electric and natural gas utilities across the US and Canada to further the efficient use of energy and improve the customer experience.

*Final title: **Senior Research Manager and Lead Analyst, Customer Energy Solutions***

- Led E Source's work on home energy management. Built strategic partnerships with Amazon and Google, led in-person meetings and peer-sharing calls with leading utilities, and supported the development of the first ENERGY STAR smart home energy management systems specification.
- Managed a team of senior research analysts and managers, shaped the organization's research and workflow processes, and regularly worked with consulting, sales, account management, content strategy, marketing, and executive staff. Served as product manager of the Business Energy Advisor product.
- Wrote 300+ reports, papers, and articles; researched and responded to 1,500+ questions from utility technical staff and energy managers at Fortune 500 companies; and regularly presented on emerging residential and C&I technologies and trends for energy efficiency, load flexibility, and electrification.

EDUCATION AND CERTIFICATIONS

B.S. Engineering Physics

University of Colorado at Boulder

Product Marketing Certified

Product Marketing Alliance

OTHER INDUSTRY LEADERSHIP

- Board Member and Volunteer Leader, Peak Load Management Alliance, 2023–present
- Chair of Superior, Colorado's Advisory Committee for Environmental Sustainability 2015–2021

Application Form

Profile

General Instructions:

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Which committees would you like to apply for? Residents can select multiple committees. Please select a Committee

Advisory Committee for Environmental Sustainability (ACES): Submitted

Emily	C	Gallegos
First Name	Middle Initial	Last Name

Question applies to multiple boards

Preferred Pronouns (Optional)

She/her

Email Address

Home Address

City

Primary Phone

Suite or Apt

State

Postal Code

Question applies to multiple boards

Years of Residence in Superior

13 total.

Question applies to multiple boards

Employer

Boulder Valley School District

Question applies to multiple boards

Position / Title

Teacher Librarian

Question applies to Advisory Committee for Environmental Sustainability (ACES)

In your opinion, what action would most effectively improve environmental sustainability in Superior?

I believe that the most immediately addressable problem that would improve environmental sustainability is addressing inefficient watering and sprinkler practices in multi-family complexes.

Question applies to Advisory Committee for Environmental Sustainability (ACES)

What sustainability topics are you most passionate about the Town of Superior pursuing or advancing?

I am most passionate about the Town of Superior expanding the composting program, decreasing contamination in curbside recycling and compost, and curbing mowing projects that negatively impact local flora and fauna.

Question applies to Advisory Committee for Environmental Sustainability (ACES)

What are your main interests regarding environmental sustainability (e.g., climate, energy, waste, water, air quality, etc.)?

I am most interested in energy, waste, and promoting biodiversity.

Question applies to multiple boards

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[Advisory Committee Handbook](#) for more information and examples of conflicts of interest.

Question applies to multiple boards

Do you have any potential conflicts of interest that might limit your ability to serve on the committee or participate in certain projects or activities? Please reference the Advisory Committee Handbook link above.

☐ Yes ☒ No

Question applies to multiple boards

If yes, or unsure, please explain:

Question applies to Advisory Committee for Environmental Sustainability (ACES)

Have you attended or viewed an ACES meeting?

☐ Yes ☒ No

Experience

Question applies to multiple boards

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

I have served on the Governance Team at Boulder High School for three years. I also worked as the lead planner for the Boulder High School 150th Anniversary Celebration. I have experience in developing and implementing organizational systems, event planning, communicating with school staff and families about new policies, and providing customer service for students and families. In addition, I manage and curate the Boulder High School Historical Archive.

Question applies to multiple boards

Do you have previous experience serving on a Town Advisory Committee, other Town volunteer projects or volunteering with Town events or programs? Please explain.

No.

Question applies to multiple boards

Please provide any additional comments or information that you feel qualifies you to serve on the advisory committee for which you expressed interest. Please include any additional documents you feel may be relevant.

I am interested in representing multi-family homes which are currently under-represented on the committee.

Question applies to multiple boards

Upload Resume

Question applies to multiple boards

Upload relevant document

Town Documents

Question applies to multiple boards

Have you had the opportunity to review any of the following Town of Superior documents available on the Town's website? If so, please select the document(s) you have reviewed. Links are provided below.

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- [Superior Comprehensive Plan](#)
- [Open Space Summary Report \(OSAC\)](#)
- [Parks, Recreation, Open Space and Trails Master Plan \(PARC\)](#)

Committee Work Plans:

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- [Open Space Advisory Committee \(OSAC\)](#)
- [Parks and Recreation Advisory Committee \(PARC\)](#)
- [Planning Commission \(PC\)](#)
- [Superior Youth Leadership Council \(SYLC\)](#)

Question applies to multiple boards

Superior Comprehensive Plan

☒ Yes ☐ No

Question applies to Advisory Committee for Environmental Sustainability (ACES)

ACES Work Plan

☒ Yes ☐ No

Emily Gallegos

Education

University of Colorado Boulder | *August 2018 - May 2022*

- **Major:** Elementary Education B.A.
- **Cumulative GPA:** 3.8
- **Degree Honors:** With Distinction

University of Arizona | *August 2023 - August 2025*

- **Major:** Library and Information Sciences M.A.
- **Cumulative GPA:** 4.0

Experience

Boulder High School, Boulder CO

Teacher Librarian | *August 2023 - Present*

- Developed a barrier-free learning environment that is inviting, accessible, and stimulating.
- Collaborated with teachers to design and co-teach authentic and engaging learning experiences.
- Instructed students in the research process to locate, evaluate, curate, analyze, and synthesize information
- Offered guidance and expertise to address digital citizenship and civic responsibility, and promote and model ethical use of information and technology
- Planned and conducted professional development for school staff.

Louisville Public Library, Louisville CO

Children and Family Services Intern | *June 2025 - July 2025*

- Assisted with daily library operations in the Children and Family Services Department.
- Assisted with the Summer reading program
- Assisted with implementation of library programming for teens and families.
- Completed "We Browse for You" requests.
- Assisted 30+ patrons a day with readers' advisory and locating books on shelves.

Boulder High School, Boulder CO

Library Media Technician | *August 2022 - August 2023*

- Maintained library records and school website.
- Helped patrons check out devices and library materials.
- Worked with the local historical society to archive digital resources.
- Cataloged and collected library resources.
- Assisted patrons in identifying materials for research and leisure.
- Provided technical support for school devices and software.

Student Teaching

Monarch PK-8, Louisville CO, January 2022- May 2022

Centennial Elementary, Broomfield CO, August 2021 - December 2021

- Planned and taught lessons in multiple subject areas.
- Administered assessments and running records.
- Differentiated lessons based on assessment data and individual student needs
- Planned units based upon ATLAS and other district curriculum including Foundations, Fountas and Pinell, and Math Expressions.
- Set clear expectations for students and followed through with positive reinforcement
- Utilized varied instructional strategies including modeling, guided practice, and individual practice with feedback.
- Collaboratively planned and communicated with teammates.
- Used technology and digital resources to enhance instruction and support a variety of learners.

References

Rebecca Vancura

- Relationship: Librarian supervisor at Boulder High School
- [REDACTED]

Alana Morales

- Relationship: Principal at Boulder High School
- [REDACTED]

Madeleine Gilpin | Teacher at Monarch PK-8

- Relationship: Madeleine was my mentor teacher at Monarch PK-8
- [REDACTED]

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Which committees would you like to apply for? Residents can select multiple committees. Please select a Committee

Advisory Committee for Environmental Sustainability (ACES): Appointed

Gregory	Daniel	Patton
First Name	Middle Initial	Last Name

Question applies to multiple boards

Preferred Pronouns (Optional)

Email Address		
Home Address	Suite or Apt	
City	State	Postal Code
Primary Phone		

Question applies to multiple boards

Years of Residence in Superior

6 years

Question applies to multiple boards

Employer

SIG

Question applies to multiple boards

Position / Title

Director of Sustainability

Question applies to Advisory Committee for Environmental Sustainability (ACES)

In your opinion, what action would most effectively improve environmental sustainability in Superior?

Resident knowledge and buy-in.

Question applies to Advisory Committee for Environmental Sustainability (ACES)

What sustainability topics are you most passionate about the Town of Superior pursuing or advancing?

Waste, energy efficiency, water efficiency

Question applies to Advisory Committee for Environmental Sustainability (ACES)

What are your main interests regarding environmental sustainability (e.g., climate, energy, waste, water, air quality, etc.)?

Climate, energy, waste, water, air quality.

Question applies to multiple boards

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Question applies to multiple boards

Do you have any potential conflicts of interest that might limit your ability to serve on the committee or participate in certain projects or activities? Please reference the Advisory Committee Handbook link above.

☐ Yes ☒ No

Question applies to multiple boards

If yes, or unsure, please explain:

Question applies to Advisory Committee for Environmental Sustainability (ACES)

Have you attended or viewed an ACES meeting?

☒ Yes ☐ No

Experience

Question applies to multiple boards

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

I am the Director of Sustainability at Sustainable Investment Group (SIG), where I lead the Sustainability Project Delivery Team in creating healthier and more efficient built environments. My role is to translate two decades of operational expertise into actionable sustainability programs for our clients. My passion is centered on maximizing the performance and health of existing buildings. I oversee a wide range of projects, specializing in managing and driving certifications like LEED, WELL, and Fitwel. I also provide specialized technical support to SIG's Engineering Team for critical services in the built environment. Having successfully operated and managed numerous large commercial properties, I bring a unique, hands-on understanding of building systems to the sustainability space. I'm proud to hold comprehensive professional accreditations, including: LEED O+M, BD+C, ID+C, ND, HOMES, WELL, Fitwel Ambassador, BREEAM In-Use Assessor, SITES AP, and ActiveScore AP.

Question applies to multiple boards

Do you have previous experience serving on a Town Advisory Committee, other Town volunteer projects or volunteering with Town events or programs? Please explain.

Yes, I was a member of ACES back in 2020.

Question applies to multiple boards

Please provide any additional comments or information that you feel qualifies you to serve on the advisory committee for which you expressed interest. Please include any additional documents you feel may be relevant.

Looking forward to the opportunity to serve the community.

Question applies to multiple boards

Upload Resume

Question applies to multiple boards

Upload relevant document

Town Documents

Question applies to multiple boards

Have you had the opportunity to review any of the following Town of Superior documents available on the Town's website? If so, please select the document(s) you have reviewed. Links are provided below.

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- [Advisory Committee for Environmental Sustainability \(ACES\)](#)
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- [Open Space Advisory Committee \(OSAC\)](#)
- [Parks and Recreation Advisory Committee \(PARC\)](#)
- [Planning Commission \(PC\)](#)
- [Superior Youth Leadership Council \(SYLC\)](#)

Question applies to multiple boards

Superior Comprehensive Plan

☒ Yes ☐ No

Question applies to Advisory Committee for Environmental Sustainability (ACES)

ACES Work Plan

☒ Yes ☐ No

Gregory Daniel Horowitz | Sustainability Professional

Professional Profile

Strategic and innovative Executive Leader with over 25 years of experience in commercial real estate, construction, and sustainability consulting. Proven track record in founding companies, establishing new corporate divisions, and driving scalable growth through world-class ESG and sustainability solutions. Expert in navigating complex financial controls, high-stakes contract negotiations, and multi-framework project delivery for VIP global clients.

Core Competencies

- Executive Leadership: Departmental P&L management, strategic goal setting, and organizational scaling.
 - Financial Stewardship: Backlog forecasting, staff utilization optimization, and monthly variance reporting.
 - Sustainability Expertise: Deep mastery of LEED (all specialties), WELL, Fitwel, BREEAM, and Corporate Sustainability Reporting frameworks.
 - Team Development: Mentoring diverse teams of 18+ professionals, defining S.M.A.R.T. career pathways, and driving operational excellence.
 - Business Development: Proven ability to build complex customer relationships and implement digital marketing strategies for revenue growth.
-

Professional Experience

2022 – Present | Sustainable Investment Group (SIG) | Denver, Colorado

Director of Sustainability

- Directs a high-performing department of 18 sustainability and ESG professionals, overseeing work assignments, staff capacity, and project delivery quality.
- Partners with Executive Leadership to define annual financial and operational goals, reporting directly to the SVP of Operations.
- Manages comprehensive financial controls, including revenue forecasting, staff utilization, and departmental OKRs.
- Spearheads high-complexity green building projects and provides technical delivery coaching for VIP client accounts.
- Optimized internal processes to drive departmental growth, recently absorbing a dedicated ESG team to expand service capabilities.

2020 - 2022 | Sustainable Consulting Group | Denver, Colorado

Founder & CEO

- Launched a full-service sustainability firm, spearheading all internal operations and client-facing consulting efforts.
- Developed and executed a comprehensive digital marketing and business development plan to attract national commercial real estate clients.
- Directed all green building certification workflows, including LEED, WELL, and Fitwel for diverse portfolios.

2019 - 2020 | Prime West Sustainability Services | Denver, Colorado

Chief Sustainability Officer

- Responsible for the creation and launch of the new sustainability division for Prime West Companies.
- Managed all company sustainability efforts for both internal and external clients.
- Developed the first through fifth year sustainability division operational budget.
- Established new and maintained existing relationships with local and national clients.
- Implemented digital marketing plan to establish online presence for sustainability division.

2016 - 2019 | Cushman & Wakefield + Codina Partners | Miami, Florida

Chief Operating Engineer/Sustainability Consultant

- Successfully transitioned portfolio from Cushman & Wakefield managed portfolio to owner managed (Codina Partners) portfolio.
- Managed the engineering department for Downtown Doral, a 125 acre, 500,000± square foot, five commercial office building complex.
- Hired, trained, and supervised engineers and maintenance staff.
- Developed annual operating and capital budgets in collaboration with Senior Property Manager and Property Manager.
- Recommended and implemented an effective preventive and predictive maintenance program for task scheduling, routines, and performance.
- Managed corporate internal LEED projects for new corporate office buildouts nationally.

Education & Accreditations

Master of Science in Organizational Leadership (MSOL)

University of Colorado (Expected 2027)

Bachelor of Science in Business Administration

University of Colorado

Professional Accreditations:

- LEED AP: ID+C, O+M, ND, BD+C, HOMES
- WELL AP | SITES AP | Fitwel Ambassador
- BREEAM In-Use Assessor | ActiveScore AP

Military Service:

- Veteran, United States Navy

Advisory Committee Interview Questions

GENERAL/ALL

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

Advisory Committee for Environmental Sustainability (ACES)

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

Cultural Arts and Public Spaces Advisory Committee (CAPS)

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

Open Space Advisory Committee (OSAC)

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

Park and Recreation Advisory Committee (PARC)

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

Superior Historical Commission

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



Item Number:3.a.

Information for Meeting of the Superior Town Council

Agenda Item Name: Sundance Festival Presentation - Jeff Levine
Meeting Date: August 24, 2026
Presented By: Ellen Robertson, Economic Development Manager
Presented For: Presentation

Background:

After a national search to identify the future location of the Sundance Film Festival, the Sundance Institute chose to move the Festival to Boulder, Colorado, beginning in 2027. The Sundance Film Festival is the largest artist program of the non-profit Sundance Institute. Its Artist Programs cultivate a vibrant ecosystem, supporting artists and connecting their work with audiences. The Festival stands as the pre-eminent gathering of original storytellers and audiences seeking new voices, fresh perspectives, and a celebration of independent film and storytelling. The first Boulder, Colorado Sundance Film Festival will take place January 21-31, 2027.

Jeff Levine is the Head of Audience Development & Experience and will share 'What you Need to Know About the Sundance Film Festival', including the history, impact, and current opportunities for Superior residents and businesses.

Recommendation:

Budget Implications:

Motion:

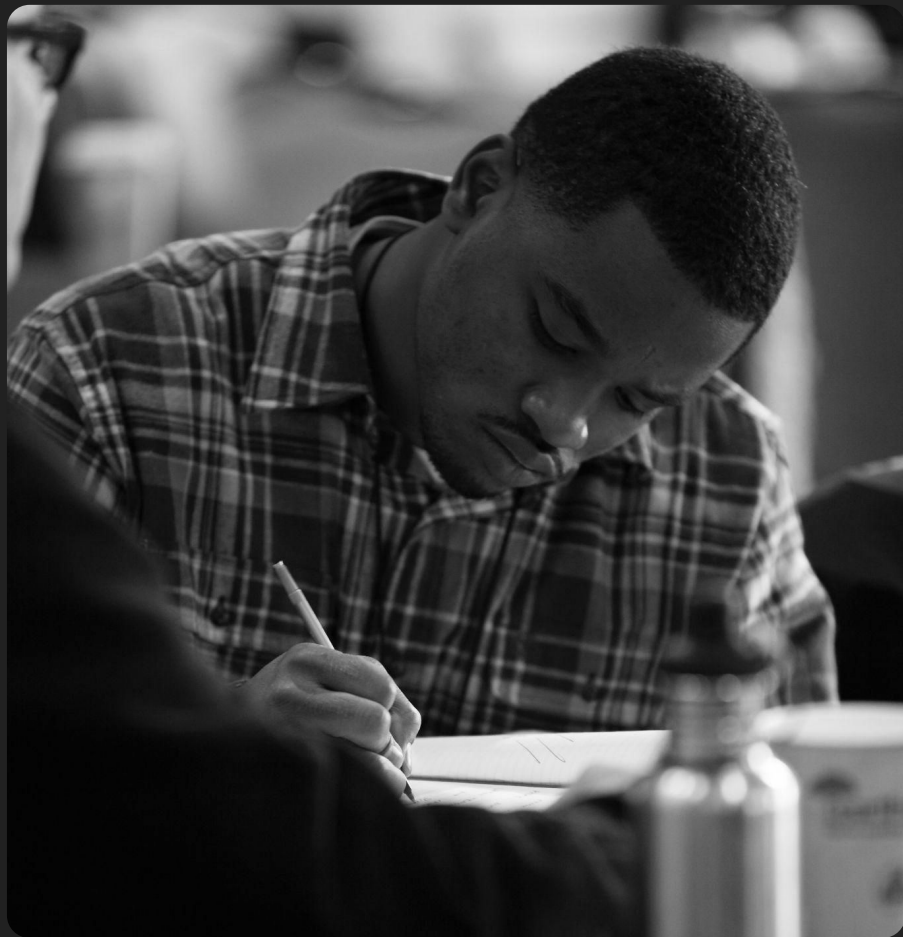
Attachments:

1. Sundance Film Festival Presentation

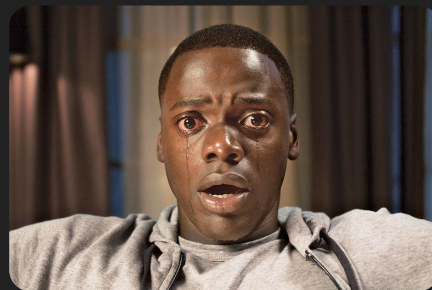
What You Need to Know About the Sundance Film Festival



Jeff Levine
Head of Audience Development
and Experience













1985 Festival

Films Submitted: **150**

Films Selected: **86**

Theaters: **2**

Festival Staff: **15**



2026 Festival

Films Submitted: **16,201**

Films Selected: **151**

Theaters: **15**

Festival Staff: **250**

Volunteers: **1350**





When I say sun, you say dance.

The Impact of the Festival



2025 Sundance Film Festival

85K Attendees

33% from out of state (50 US states, 20+ countries)

131K Tickets

500 screenings over 11 days

\$196M Economic Impact

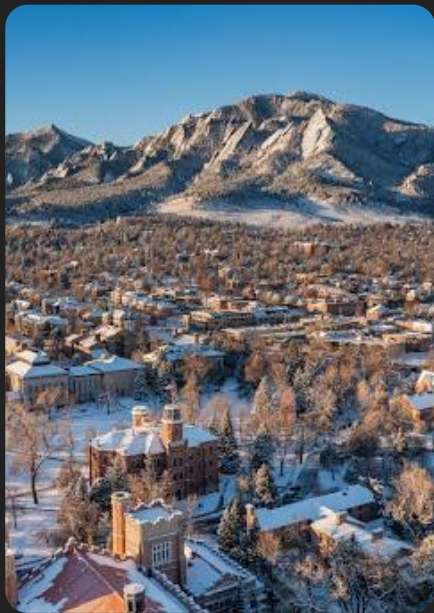
\$162M spent by out-of-state attendees

2,697 Jobs

\$103M in wages

Why Colorado?

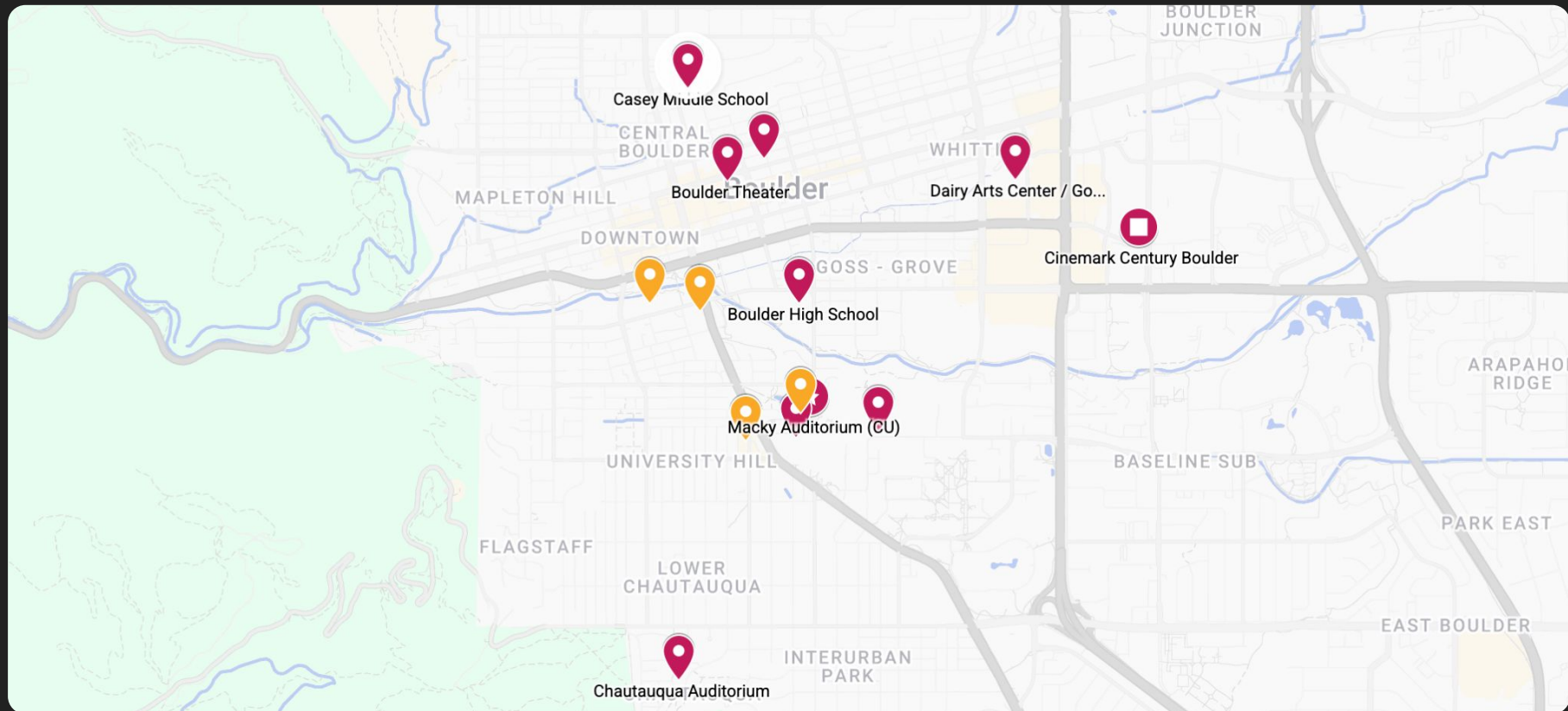




Community Programs



Festival Footprint



Lodging

Boulder
COLORADO



Photo by Justin Blumhardt

**Boulder Festival
Lodging Program**

OPEN YOUR HOME FOR THE SUNDANCE FILM FESTIVAL
JANUARY 21-31, 2027

The **Boulder Festival Lodging Program** invites local residents and property owners to provide short-term lodging for [Sundance Film Festival](#) beginning in 2027. The program offers hosts the opportunity to make their homes or eligible units available during the limited festival period while earning income and helping to create a welcoming citywide festival experience.

APPLY FOR A RENTAL LICENSE

Allenspark

Hygiene

Altona

Niwot

Frederick

Aristocrat
Ranchettes

Fort Lupton

Arlo

Arlo

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Eldorado
Springs

Superior

Br

Northglenn

Thornton

Westminster

Brighton

Lochbuie

Sundance
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Festival

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Sundance
Film
Festival

Civic and Business

[About Us](#) ▾[What We Do](#) ▾[Events](#) ▾[Programs](#) ▾[Membership](#) ▾[Community Resources](#) ▾

Sundance Film Festival Partner Hub

The Sundance Film Festival is coming to Boulder in 2027, and we're here to help local businesses, property owners, brands, and Festival partners make the most of this landmark cultural moment.

Look for space, share your space, or submit an interest in becoming a vendor!

Official Friends of Sundance Film Festival

For the first ever Sundance Film Festival in Boulder, and as a Colorado based business or non profit, we would like to welcome you as an "Official Friend of Sundance Film Festival".

What are the benefits?

- Window cling for storefront/restaurant window
- Rights to identify your business as an 'Official Friend of Sundance Film Festival'
- Marketing toolkits
- Inclusion in the 'Official Friends of Sundance Film Festival' listing on Festival websites
- Tickets to select screenings (first come first serve)
- and more...

Timeline

JUNE–SEPT 2026

Volunteer & paid positions outreach

JULY–SEPT 2026

Film submissions accepted

SEPT 2026

Partner guidelines, civic toolkits, and ticket information available

OCT 2026

Ticket packages & passes on sale

DEC 2026

Program & schedule announced

EARLY JAN 2027

Ticket package fulfillment / single tickets on sale

JAN 21–31, 2027

2027 SUNDANCE FILM FESTIVAL!

Thank you!

Jeff Levine

Head of Audience
Development &
Experience

jeff_levine
@sundance.org





**Town Council
Meeting Minutes
August 10, 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 Council.

a. Pledge of Allegiance

b. Roll Call

Present:

Mayor Mark Lacis

Council Member Heather Cracraft

Council Member Mike Foster

Council Member Jenn Kaaoush

Council Member Stephanie Miller

Council Member Neal Shah

Absent:

Mayor Pro-tem Jason Serbu

Others Present:

Town Manager Matt Magley

Town Attorney Nicholas Hartman

Town Clerk Shannon Dujardin

c. Approval of Agenda

Motion: Council Member Cracraft moved to approve the agenda with item 4c pulled by Council Member Foster, seconded by Council Member Foster.

Vote: PASSED 6 - 0, Absent - 1 (Serbu)

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:

George Kupfner
Chris Krubeck

Committee Interviews

- a. Superior Youth Leadership Council Candidate Interviews

Interviewees:
Ela Patel
Sue Suah Oh

Presentations

- a. Presentation of Physical Security Assessment of Town Buildings and Offices
Presentation given by representatives from Wold Architects & Engineers

Consent Agenda

Motion: Council Member Foster moved to approve the consent agenda with item 4c pulled, seconded by Council Cracraft.

Vote: PASSED. 6 - 0, Absent - 1 (Serbu)

- a. Approval of Council Meeting Minutes
- b. Acceptance of Committee Meeting Notes
- c. Proclamation for Outgoing Superior Youth Leadership Council Members
- d. A Resolution of the Town Council of the Town of Superior approving an Intergovernmental Agreement with the Boulder County Clerk and Recorder for the Town's Participation in the 2026 Coordinated Election.
- e. Consideration of Resolution Approving Advisory Committee Appointments
 - i. Cultural Arts and Public Spaces Advisory Committee (CAPS)
 - ii. Open Space Advisory Committee (OSAC)
- f. Alcohol in Public Permit — Space & Mission Systems BAE Systems
- g. Consideration of Resolution Approving Reappointments to the Superior Youth Leadership Council (SYLC)

- h. A Resolution of the Town Council of the Town of Superior, Colorado, in Support of Senate Bill 4505, a Bill to Require the United States Postal Service to Designate ZIP Codes for Certain Communities
- i. Adoption of a Resolution of the Town Council of the Town of Superior approving a Design-Build Contract with Altitude Recreation, Inc. for the Pirate Park Playground Renovation Project
- j. Airport Noise Report - June

Public Hearing

- a. First Reading - An Ordinance of the Town Council of the Town of Superior Adopting by Reference the 2024 Edition of the International Fire Code

Presentation given Jeff Webb, Deputy Chief - Support Services for Mountain View Fire Protection District

The Public Hearing and second reading was continued to September 28, 2026.

Adjournment

7:09pm

Mark Lacis, Mayor

Shannon Dujardin, Town Clerk



Notes
Advisory Committee for Environmental Sustainability (ACES)
July 9, 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 5:30 PM
2. Preliminary Matters
 - a. Roll Call
 - Present: Jim Zarske, Miles Hoffman, Lisa Barnes, John Heckman, Aditya Banerjee
 - Absent: Patrick Payne
 - Staff Present: Emily Walsh
 - Council Liaison: Mike Foster (sub for Jenn Kaaoush)
 - b. Approval of Agenda
 - Miles moved to approve, John seconded, anonymously approved
 - c. Public Comment (limit 5 minutes/person)
 - None
3. Updates
 - a. Town Council Liaison
 - 76th Street development was not approved by Council
 - Rock Creek Parkway will be discussed at next Council meeting
 - Outdoor Lighting ordinance amendment to allow lighting until 10 PM will be considered at next Council meeting
 - Superior is not in a drought because it leased additional water
 - b. Town Staff
 - Decarbonization study is underway and the consultant visited facilities this week
 - Drought mitigation plan was adopted by the Council
 - Public Works is updating the Town's water conservation plan – Jim requested that ACES review the updated plan
 - Multi-unit recycling is being studied by a consultant. A survey was sent to residents at two apartment complexes to get input.
4. Discussion Items
 - a. ACES Events

- July 4th – The booth was well attended. There were positive comments about the reusable trays. The booth was well attended, New residents were interested in sustainability and had questions about composting. The pinball machine was popular.
 - Jim noted that the generators are noisy and contribute to air pollution. Electrical power would be preferable. Consider adding this to the decarbonization plan.
- b. Messaging – Consider adding a QR code postcard for recruitment
- c. Swag –
- Town of Superior bags were popular – we need more;
 - Consider swag that would interest kids – human powered snow cones, temporary tattoos, candy – staff might be able to recommend some sustainable giveaways
 - Finalize swag to buy in August
- d. Event Look Ahead -
- Chili Fest – Sept 12 (CU home game) – decide if we have sufficient ACES volunteers to staff a booth during next meeting
 - Fall Fest/ Mural Fest – Need more information before deciding on this
 - SSC Bazar – Dec 5 - will attend, need volunteers
 - Winter Festival – Dec 12 - AB, Lisa
- e. ACES Council Dinner Debrief
- Good dialogue
 - Takeaway: Education/Raising Awareness is important
- f. Education –
- Consider where people go – parks, trails, community spaces, pools – should we have posters or signs to educate on sustainable efforts, energy use, etc. at these locations?
 - Schools: SYLC- Superior Youth Leadership Council – consider having an ACES presentation at their meeting or participate in Parents Night Out event, etc.
 - Staff will look at statistics of hits on various education channels
 - Idea about sustainable tips – ask people for tips and publish their tips in newsletter or Hello Superior
- g. Future Agenda items:
- Decide on whether to have a booth at Chili Fest
 - Bring ideas about increasing education efforts
 - Decide on swag to buy
 - Questions for “Meet the Candidates” for next Town Council election

5. Adjourn 6:47 PM

Action Items:

Next Meeting: August 13, 2026, at Town Hall Chamber



Meeting Notes
Cultural Arts & Public Spaces Committee (CAPS)
July 23, 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 Vaughan called the meeting to order at 6:02 PM

2. Preliminary Matters

a. Roll Call

Present: Andrew Vaughan, Chris Nunes (via Zoom), Stephanie Coffin (via Zoom), Sherry Smith, Ardyce Lebewitz, Claire Dixon, Xochi Luna

Staff Present: Jennifer "JG" Garner, Arts and History Supervisor; Mikaela Gregg, Events & Volunteer Manager

Council Member Present: Stephanie Miller

Guest: Leah Brenner Clack from Street Wise

b. Approval of Agenda

Chris asked to add two items to the agenda; Discussion of having Town of Superior hats made, and a community book event with Bruce Feiler. Liza moved to approve the agenda, with the added items, Chris Seconded. Agenda unanimously approved

c. Public Comment (limit 5 minutes/person) None

3. Staff Updates

a. Resident slideshow exhibit call-for-submission status

There have been no submissions to date. It was announced on social media on July 1st, and in the Sentinel on the 14th. JG suggested that we look at extending the deadline. JG will talk to the Comms department about next steps. JG will recommend a 3–4-week extension. Ardyce recommended announcing the exhibit at the Senior Happy Hour on August 3rd. She will make sure that the information is available and that either she or Kate will make the announcement. There will also be materials available for the CAPS booth at the Summer Market.

b. Mural repairs, SCC ground mural

AJ's Mural was power washed/primed. The lower area needs to be power washed again so he will finish the repairs by this weekend. When the artists went to inspect the Fox Mural at RCP, they found that there was still a water leak which means the repairs are on hold. JG has alerted

Leslie and the Public Works department. Side note: when the repairs to the community center are complete, the ground mural on the patio will unfortunately be removed.

c. Mural festival admin

The youth mural is on hold until school starts. Town staff and Street Wise are planning artists panel for Oct 1 outdoors in the evening.

The Prep work to sites is being scheduled with the Public Works department. The marketing is underway by Street Wise and Comms. JG is having flyers and graphic design work done. Mikaela is looking into putting up more mural specific street flags. JG is looking at the possibility of having t-shirts made for volunteers & CAPS members for the event date, with the mural logo on the front.

d. Reminder: August through November meetings at Town Hall due to construction at the Community Center

e. 2027 Events and Programming

Review of the 2027 events provided by Mikaela

Mikaela provided a hard copy of the draft of the 2027 Town & Community Events and asked CAPS for any questions.

Side note by Andrew: The landscaping is finished at the Civic Space. Earlier in the year CAPS reviewed where Coyote Hawk will be placed but with the current landscape, CAPS may want to revisit due to the tree canopy. JG added that an existing pad could be placed, or a custom pad or pedestal could be fabricated on site, similar to that of the miner memorial at Asti Park. It was suggested that we look at other locations for Coyote Hawk, including Bear Park.

4. General Updates, Debriefing, Upcoming Events, Other

a. Updates

i. Marshall Fire Remembrance Project

Louisville is interested in collaborating. Davis Partnership + LandDesign presented their concept design for the project to the Louisville council. At the time, no other information was requested by Louisville. Going forward, the MFR subcommittee will clarify that that Louisville will be included in the project only as designed. JG explained that the Town is now more aligned to advertise an RFQ for a fundraising consultant. JG has rewritten the RFQ and it will get posted in early August, with a review and hiring process occurring in October.

b. Debriefing

i. July 13 Council Dinner

Review of the conversation with the Council included discussion of the Sundance Film Festival, the mural festival potentially alternating yearly with an art festival, and potential changes to the CAPS Resolution.

ii. July 14 Louisville Council Presentation – MFR

c. Upcoming Events

i. Friday, July 31, Boulder Film Friends in Superior, We Are As Gods, 6 p.m.

ii. August 19, CAPS booth at Summer Market 5 – 8 p.m.

Drew, Claire and Xochi will be there. The booth set up will start at 4:30.

Samples of stickers were viewed. It was decided that the stickers are too small. JG will order 500 of the 5x5. She will place the order so they will be available for the summer market. We will also hang the Fox blanket at the booth to promote the auction at Chili Fest.

iii. Friday, August 28, Boulder Film Friends in Superior, The AI Doc, 6 p.m. Due to the anticipated interest we had discussed doing two showings, however Chris has confirmed that the license is only for a single showing.

iv. September 12, CAPS booth at Chili Fest

d. Other

5. Work Plan Check-In

a. ARTery

Clarie and Xochi who make up the subcommittee on the ARTry presented some ideas on moving forward with plans for the ARTry and the art acquisitions in the budget. Claire provided a history of the original route and using the existing paths. Claire presented an alternative smaller path in the open space behind community park. She recommended that the path start at the basketball court and move to the community park. Claire showed some suggestion for the types of art that CAPS could put into the area. Xochi suggested that our future art choices should include making the art more accessible to people with disabilities. Discussion included; the saturation of art in downtown area and continuation of the original Artery. The ideas discussed included working on specific sections and spurs to the existing ARTry route, making sure that people understand where the path goes, and having signage to direct people to the art. JG talked about the ARTery having its own logo. The discussion included changing the route of the ARTry so that area Claire recommended could become part of the Artry. It was decided that the focus this year will be the section of the ARTery around Circle Park. We will come up with a name for the area to use to identify it. Chris suggested we use the names of the colors that are in the Mural Logo to tie it in the festival. The consensus is that we want interactive and touchable art that encourages engagement in this segment of the ARTery. At this point in the year, we need to look at buying art rather than commissioning it. JG needs to schedule a Circle Park work session with Leslie and the Town Superintendent to begin the process and to scope out location possibilities.

b. Mural festival

i. Artist mural proposals

The design process meeting included Street Wise and CAPS members Stephanie, Liza and Chris. Leah provided an overview of the process. The artists were invited based on the committee recommendations pending the design approval. The artists chosen included two alternatives, based on the committee discussion and some requested revisions. The artists chosen included 3 out of state artists. The artists will be announced on August 12th which will be the beginning of the promotion of the festival. Council will be given a general update and a separate email with the designs. Council will review the art and provide feedback. The information will be sent to Council early next week. All feedback will go to Mikaela.

ii. Artist panel(s) and dates

JG, Mikaela and Street Wise are planning an artist panel for Oct 1, and it will be structured as a casual community event to meet the artists, this event is still in general planning stage. It is planned as an evening event to start around 6:30 PM.

6. Discussion Items

a. CAPS Resolution

Not discussed.

b. Sticker design

All agreed that the sample stickers are too small and that the white lettering is too hard to read. JG will order at a 5-inch size with the black lettering and at roughly 500 stickers to remain within the approved budget amount.

c. Video and photo pricing for Superior Mural Festival (vote)

The discussion included not having photography due to the costs involved. Talked about using the photography covered by Town staff, CAPS members, and the artists. Drew suggested that we look at using Qrati QR codes and collect pictures that way. These ideas are to scale back the cost and manage the budget. Mikaela suggested that the video will be important to future marketing. Claire made a motion to set the video budget for the film festival at \$5000; Liza seconded the motion. It was unanimously approved. JG will alert the companies we have current quotes from and to get updated bids.

Other:

a. Chris started a discussion to create a town baseball cap for future promotion/merch for the city. He recommended that it could be designed by YoColorado. The design would include a logo with the colors we are using in our Mural Logo At this time Superior is not set up to sell merchandise, so this is for future consideration. JG asked for clarification about whether the merchandise would be a CAPS funded project or if this would be a recommendation to the Town. Chris stated that it would be a recommendation.

b. Community Book Event with Bruce Feiler on new book. To be discussed at a future meeting.

7. Adjourn

At 8 PM Andrew adjourned the meeting.

Next meeting: Thursday, August 27, 2026 at Town Hall



Agenda Notes
Open Space Advisory Committee (OSAC)
July 8, 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 (6:00)
2. Preliminary Matters
 - a. Roll Call
 - Present: Todd Gleeson, Amber Greves, Kara Neuse, Michael McDonnell, Gordon Sims, Cristi Verbeck, Rita Trainer, Joann Maneri
 - Staff Present: Phary Om, Conor Curtis, Leslie Clark (Zoom), Mike Foster
 - b. Approval of Agenda
 - c. Public Comment: no public on Zoom or in-person.
3. OSAC Discussion Items (6:10)
 - a. Staff & Town Council Liaison Updates [Leslie/Phary/Mike]
 - Mike: last council meeting turned down proposal to build 336 apartments off of 76th street due to density and evacuation issues. An update on Rock Creek Parkway was provided.
 - Phary: fall and winter programs in development. August meeting will be at Town Hall due to Community Center renovation. No trail counter data available yet.
 - Conor – Youth Corp program is progressing. Working on trail resurfacing between Autrey and Community Park. Lots of weed pulling in various locations.
 - Leslie: 1. Goats are in open space now. 2. Coyote Ridge Trailhead signs going in this week at parking lot and near South Pool. May put one at Pirate Park after playground is updated. 3. Complaints of swallows in Sagamore neighborhood – trying to give info to neighbors. 4. Coyote Ridge trail consultant received feedback at 4th of July event and survey will stay open and be advertised by Town bulletin. Consultants would like to meet with trail subcommittee. 5. Met with Misty who will map prairie dog

burrows along McCaslin, Sagamore and Coal Creek Crossing neighborhoods to figure out which are on town property, then how to remove them.

- b. Prairie Dog Playbook – expanding scope. Amber.
 - Need something more comprehensive than current playbook (designed for developer audience) to include management of prairie dogs as they start to encroach on Town-owned properties. Old management plan (2005) not that useful.
 - Templates for management plan exist but would need input from outside resources. Need to inventory colonies annually. Collaborate with other entities (towns, BOCO) on how they are managing prairie dogs with humane treatment.
 - Amber will create an initial plan outline to review at the August OSAC meeting.
- c. Multi-use trail etiquette and speed limit signage recommendations
 - New trailhead signs are already in motion for Coyote Ridge. Some of content in presented proposal may be appropriate for new signs.
 - Get PARC feedback on speed limit signs on paved trails.
 - Leslie will talk to Town Manager to see if this needs to go before Council.
- d. Wildfire Mitigation vs Habitat Protection: Finding Balance Update:
 - Cristi – Goal is making sure we don't negatively impact wildlife too much while still reducing fire fuels. Spoke to group from CSU sustainable landscape team and also reviewed Louisville plan.
 - Subcommittee will provide talking points for discussion with appropriate Town staff at upcoming meeting.
- e. Art in Open Space Guidelines: Kara
 - Haven't found any published open space art policies from other communities.
 - Already have documentation in town ordinances on limits of other structures (benches, bike racks, rest room, art) in natural open space.
 - Need to detail the intent behind the verbiage because definition of art is ambiguous and subject to opinion.
 - Conclusion – reach out to Cultural Arts and Public Spaces (CAPS) and PARC on how to handle request for all structures including art. Expectation is that OSAC will have opportunity to weigh in on installations affecting open space. Evaluation process needs clarification. Good topic for joint meeting with Louisville in September.
- f. Future of Annual OS Property Acquisition Rankings:
 - Should we just let last June's rankings carry to next year instead of going through another ranking process?

- Conclusion: leave a conversation on rankings on the annual calendar but go through re-ranking only if there has been a significant change.
- g. Migratory Bird Day Planning for 2027
- Should it be a different week in May, or different month? Would different activities better engage community? Bird City designation requires an event annually.
 - Kara volunteered to help Phary.
4. Standing Updates
- a. Raptor Program
 - 118 observations in the last month
 - b. Wildlife Monitoring Program
 - 110 observations, most from cameras
 - c. Town Wildlife Management Plan
 - Document creation proceeds with monthly meetings
 - d. East County Open Space Liaison
 - Plan for joint meeting in Louisville. Gordon to outline possible topics.
5. OSAC Roundtable / New Business
- Can we get paw prints from other animals in addition to the dog / coyote prints? Should consider refreshing booth materials.
 - Feedback for July 4. Sign-up sheets earlier so not scrambling for volunteers.
 - Marshall Fire design consultant doing presentation at Louisville city council on July 14.
 - Monday's council meeting will interview OSAC member candidate.
6. Adjourned at 8:05 PM

Next Meeting: Wednesday, August 12, 2026 at Town Hall.



Notes
Parks and Recreation Advisory Committee (PARC)
July 15, 2026
7:00 PM
Superior Community Center
1500 Coalton Road

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

1. Call Meeting to Order
2. Preliminary Matters
 - a. Roll Call
 - Present: Justin, Deb, Neha, Lindsey
 - Absent: Martha
 - No meeting quorum
 - Staff Present: Bryan
 - Town Council Member Present: Stephanie
 - b. Approval of Agenda - confirmed
 - c. Public Comment (limit 5 minutes/person) Todd presented from OSAC to share OSAC's ideas for safety signage along specific paved trails in the town. Issues have been with speed. Goal is to remind residents of speed limits on these trails and key locations on the trails. PARC gave comments and agreed this is needed. Justin provided written comments back to Todd
3. Discussion Item(s)
 - a. July 4th Event recap – Deb, Lindsey and Justin shared their observations
 - b. Pirate Park Playground project update – Bryan gave an update on this project
 - c. Future park renovations; Town Budget – docs available in Dropbox for Firestation/Castle/Cabin
 - d. PROS Programs Survey – Bryan presented; available in Dropbox
 - e. Town programming update & discussion, Outdoor Programs – Bryan presented
 - f. PARC booth at Chili Fest Event – discussed give-aways

- g. 2026 PARC Work Plan “check-in” – in Dropbox, foundational doc for Q4 planning to build 2027 plan
- h. PARC Dropbox account; Amenities and Services doc - reviewed
- i. Annual Parks and Rec Conference, Breckenridge, 10/21-10/23 – consider one member attending, budget allows one member attending
- j. PARC meeting time, discussion – no quorum so cannot change yet
- k. New Committee Chair & Vice Chair Election (only if meeting has quorum) – save for next time

4. New Business and Updates

- a. Updates from Town staff and/or Town Council Liaison – Committee meetings moving to Civic Space till Community Center reopens; discussed downtown 2 hr parking restrictions and concerns due to increased use by Committees and seniors until Community Ctr reopens
- b. Summary points of meeting
The meeting included an update from Todd Gleeson of OSAC on proposing safety signage along paved trails to remind residents about speed limits, which PARC supported. The committee discussed updates on the July 4th event, the Pirate Park Playground project, future park renovations, outdoor town programming and program survey results, Chili Fest planning, and the 2026 PARC Work Plan. Lastly, members considered possibilities for re-doing the PARC amenities and services document and discussed potential alternatives for gathering this type of feedback for Council.

5. Adjourn



Meeting Notes
Superior Youth Leadership Council
July 1, 2026
6:30 PM
Superior Community Center
2250 Main Street, Superior, CO

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
2. Preliminary Matters
 - a. Roll Call
 - b. Approval of Agenda
 - c. Public Comment (limit 5 minutes/person)
3. Team Building
 - a. 4 corners
4. Discussion Items
 - a. Welcome Courtney Craig
 - i. Not present
 - b. Work Plan check ins
 - i. 4th of July
 1. Went over event day details, confirmed who will be at event.
 - ii. Monster Mash Planning
 1. Will post pone planning due to lack of members present
 - c. Senior Send Off Information
 - i. Who is attending
 1. Need to confirm new date due to lack of availability. Voting to go out for dates available
5. Staff Updates
 - a. Community Center Construction
 - i. Starts in August, meetings will be held at Civic Space
6. Council Updates
 - a. N/A
7. Adjourn



Item Number:4.c.

Information for Meeting of the Superior Town Council

Agenda Item Name: Adoption of a Resolution of the Town Council of the Town of Superior Adopting the 2026 Advisory Committee Guidebook

Meeting Date: August 24, 2026

Presented By: Mikaela Gregg, Event & Volunteer Manager

Presented For: Approval

Background:

During the March 2, 2026, Town Council Work Session, staff presented an updated draft of the 2023 Advisory Committee Guidebook. Updates were based on feedback gathered from staff, Council members, and committee members, and in response to requested clarifications. The 2026 Advisory Committee Guidebook draft includes much of the previous edition's content, with additional clarifications on ethics, code of conduct and procedural methods. Council was in support of the draft 2026 Advisory Committee Guidebook and asked staff to present the guidebook to all advisory committees for additional feedback and to ensure alignment. Staff held guidebook work sessions with all seven advisory committees to review the guidebook updates. Support for the updated content was prevalent across the committees, and additional changes were minimal: clarification was added regarding meetings, work sessions, fundraising, communications section, and the repeal of committee term limits was added. At the July 13th Council Meeting, Town Council members asked for additional clarification in the Resignation, Removal and Reporting Concerns areas. These changes are shown in this version of the Committee Guidebook. Going forward, the guidebook will predominantly live online, on the advisory committee webpage, where it is easy to access and readily updated.

Recommendation:

Staff recommend approval of the 2026 Advisory Committee Guidebook

Budget Implications:

Motion:

Move to Adopt a Resolution of the Town Council of the Town of Superior adopting the 2026

Advisory Committee Guidebook.

Attachments:

1. 2026 New Guidebook
2. Advisory Committee Guidebook-R070626



2026 Advisory Committee Guidebook

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2026 Advisory Committee Guidebook

Welcome

What is an Advisory Committee?

Your appointment as an active member of an advisory committee (committee, commission, or council) provides you with a valuable opportunity for direct public service. Advisory committees are groups of residents who come together to research and discuss pertinent topics pertaining to the advisory committee's area(s) of responsibility in order to provide information and recommendations to the Town Council. Their specific duties and functions were established by the Town Council by way of resolution. Advisory committees may plan and participate in special projects approved by the Town Council; these are outlined and approved through the advisory committee's annual work plan. Although the specific scope and duties of each advisory committee vary broadly, there are certain responsibilities common to all advisory committee members. The following information and guidelines are intended to help you maximize your contribution to the community. Thank you for giving your time and energy to such an important role in the Town of Superior.

What is the Purpose of an Advisory Committee?

Advisory Committees provide informed recommendations to the Town Council on issues within their committee's focus area. Although committees have no formal decision-making, fiscal, or administrative authority, committee members play an important leadership role in the community.

Responsibilities include:

Inspiring, educating, informing, listening to their peers, and providing resources to both residents and the Town Council.

- Helping to: educate the community and Council, shape the committee's and Town's vision as it relates to specific topics, guide community engagement, and act as a balanced and unbiased "voice of the people."
- Investigating issues and offering thoughtful recommendations, ideally which include alternatives considered, analysis, and broad community input.
- Working within and understanding Town dynamics in order to balance expectations and work efficiently:
 - Recommendation topics may originate from Town Council, Town staff, residents, or committee members, provided they align with current Council goals and the committee's work plan.

- Town Council encourages creative and innovative ideas from committees (rather than prescriptive or rigid structures), representing community-based input and values.
- Council decisions must balance diverse community interests; committee recommendations may be modified or may not always prevail—this reflects the municipal decision-making process, not the quality of the committee’s work.

Introduction to Town Government

Town Council

The Town of Superior is a Home Rule municipality operating under the Town Council/Town Manager form of government. The Town Council adopts ordinances and resolutions, appropriates funds to conduct Town business, and provides policy direction for Town governance through Town Staff and through utilizing recommendations from advisory committees. The Mayor and Town Council are elected by popular vote to four-year terms by the residents of Superior. Each year, the Town Council creates goals and approves a [*Budget and Capital Improvement Plan*](#) to prioritize the work ahead. These goals, along with funding information, serve as a good starting point for advisory members when considering new projects or work plan items.

Town Manager

The Town of Superior employs a full-time Town Manager appointed by the Town Council. The Town Manager oversees the day-to-day operations of the Town and supervises both staff and contractors, including the following departments:

- | | |
|------------------------------------|------------------------------|
| • Town Clerk | • Public Works and Utilities |
| • Finance Department | • Planning Department |
| • Building Department | • Economic Development |
| • Parks, Recreation and Open Space | • Municipal Court |

The Town Manager assists departments with program planning and implementation, and assists staff in following Town Council directives. The Town Manager conducts research as directed by the Town Council and provides recommendations to the Town Council.

Roles and Structure

Advisory Committee Roles

Chairperson

The role of the chairperson, at its most basic, is to provide leadership and preside over meetings; however, the role is much more varied and encompasses a wide range of responsibilities.

The **responsibilities of the chairperson** are to:

- Conduct a ‘pre-meeting’ with the staff liaison before every regular meeting to

outline agenda topics and prepare specifics for the upcoming meeting.

- Assist in planning meetings and developing meeting agendas with the staff liaison, in alignment with the advisory committee's work plan.
- Conduct committee meetings with a focus on: ensuring the meeting stays on topic, following the agenda and maintaining proper procedures; allowing all committee members to be heard and participate in a safe space; and ensuring the committee's focus remains on the annual work plan priorities.
- Provide leadership and focus to ensure effective communication and progress during each meeting.
- Clarify ideas as they are discussed and repeat recommendations to ensure all members fully understand the item for which they are voting.
- Ensure decision items made at meetings are followed through with and reported back to the staff liaison and committee.
- Act as a spokesperson for the advisory committee when deemed necessary by the committee as a whole, including but not limited to, presenting to the Town Council.
- Ensure all communication and committee actions are shared with the staff liaison.
- Assist the staff liaison in finalizing committee meeting summaries and committee notes for final publication.
- Assist the staff liaison with new member orientation to the advisory committee, including Town and committee background, procedures, policies, and projects.

An effective chairperson is one who:

- Focuses on listening and allowing room for others to share ideas and opinions.
- Encourages and facilitates each member of the advisory committee to participate.
- Directs the meeting in such a way that all views are heard without the meeting becoming bogged down on one item.
- Acts impartially, letting all views be heard.
- Works in partnership with the staff liaison to maintain open communication and an efficient work environment, provide updates to/from other committee members, uphold Town and committee policies, codes of conduct, and procedures.

Vice Chairperson

The main role of the vice chairperson is to support the chairperson, preside over meetings and handle other tasks when the chairperson is absent.

The **responsibilities of the vice chairperson** are to:

- Stand in for the chairperson if they are absent; including but not limited to, taking on all the responsibilities of the chairperson listed above.
- Assist the chairperson with matters and tasks between meetings.
- Coordinate with members on who will take committee notes during meetings,

selecting a note taker before the meeting is called to order. In the event that the vice chairperson is absent, the members in attendance will coordinate the selection. *Note: committees have the option to also vote and select a formal note taker/secretary.

The vice chairperson also needs all of the skills that make for an effective chairperson as described above. There may be instances during which the vice chairperson may be asked to serve as chairperson, some instances may require more than a temporary substitution.

Election of Officers

Each advisory committee shall choose its own officers from its current membership. The election of officers shall be held each year on or before the group's second meeting of the calendar year and following the vacancy of a chair or vice-chair position. The chair and vice chair may serve in this capacity for more than one term if reappointed by the committee. The vice chairperson shall not automatically succeed to the position of chairperson. It is suggested that new advisory committee members attend at least one meeting prior to the election of officers.

Staff Liaisons

Staff support is available to all advisory committees through various staff members and the assigned staff liaison. The Town Manager or department director will appoint a staff member as the liaison to each advisory committee, serving primarily as the **communication link** between the advisory committee and all other Town staff and departments.

The responsibilities the staff liaison (and other committee-supporting staff) are to:

- Handle logistics regarding meeting scheduling, setup and public notification.
- Review and prepare the agenda with the chairperson prior to distribution.
- Ensure meeting agendas are posted to the Town's website.
- Distribute the agenda packet to all advisory committee members in a timely manner.
- Ensure the final meeting summary and committee meeting notes (in the appropriate format and within the appropriate timeline) are submitted for formal distribution.
- Assist the chair in coordinating the annual work plan:
 - Provide electronic access and resources for the committee to gather input in accordance with Town and State policies.
 - Ensure the work plan is scheduled and discussed for submission to the Town Council in January or February of each year.
 - Ensure that the Department Director is familiar with the advisory committee's work plan, potential need for staff resources, and the budget implications for implementation.
- Inform the advisory committee when the Town's annual budget review occurs and explain the opportunities to provide input/make recommendations. Budget requests and recommendations can take the form of formal recommendations

to Council by way of the staff liaison, less formal communication during a committee-Council work session, or through Town staff communicating information during their draft budgeting process.

- Ensure new members are oriented to the advisory committee, including Town and committee background, procedures, policies, projects, goals, and work plans.
- Keep an accurate record of attendance for all meetings of the advisory committee – including virtual attendance.
- When necessary, work with the chair(s) to remind committee members and uphold Committee Guidebook policies and code of conduct.
- In collaboration with the Department Director, coordinate responses to miscellaneous service requests raised during the course of an advisory committee meeting.
- Ensure the election of officers is held on or before the second meeting each year.
- Provide information to the members regarding policy changes and distribute updated information.
- Advise Town staff of the following:
 - Attendance and conduct problems
 - Resignations
 - Meeting changes
 - Contact information changes for committee members

It should be noted that staff liaisons are **not** authorized to:

- Override a decision of the Town Council or the Town Manager (regarding a request by the advisory committee as a whole).
- Initiate or serve as a resource for large-scale projects, programs, and events not on the advisory committee's work plan without approval from the Town Manager or as directed by the Town Council.

In order to initiate and dedicate staff time to projects not on the advisory committees' work plan:

- The request must be formally discussed in a committee meeting and supported by a majority of the advisory committee's members.
- If a majority agrees, the members should make a formal recommendation to the Town Council that is captured in the committee meeting notes. Staff will take the recommendation to leadership.
- The Town Manager will evaluate the appropriateness of the request and will provide direction on whether or not staff should proceed. From time to time, it will be requested that staff liaisons prepare cover memos to the Town Council to present formal recommendations.

Council Liaisons

The Town Council may appoint one of its members as a liaison to any advisory committee to serve as a communications link between committee members and the Town Council as per ARTICLE XII, Section 2-12-40 (i) of the Superior Municipal Code. No Council member shall serve on an advisory committee as per Sec. 2-12-40 (e)

of the Superior Municipal Code. An alternate Council liaison may also be selected.

The role of Council Liaison is further outlined as follows:

- To communicate with the committee members when official Council communication is needed.
- To help resolve questions committee members may have about the role of the Town Council and/or municipal government.
- To provide procedural direction and relay the Town Council's position to the members.
- To communicate to committee members if conversations are deviating from the approved work plan and/or Town Council goals.
- To engage in dialogue with committee members in a manner that adds value without directing the group's activities or work, unless the direction comes from the Town Council as a whole.
- Council Liaisons shall make every effort to attend monthly advisory committee meetings. In the event the designated Council Liaison is unavailable, the alternate Council Liaison may attend. Attendance by a Council Liaison should not affect the normal structure of a meeting. Attention should not be focused on the Council Liaison and their input.

Committee Expectations & Standards

What Makes an Effective Committee Member?

Effective committee members demonstrate servant-leadership qualities such as kindness, respect, a willingness to learn, and self-motivation. Committee members need not be experts in a field related to the committee with which they serve; a diverse representation is encouraged and valued. They acknowledge when information is lacking or a mistake has been made, facilitating thoughtful and well-informed recommendations on behalf of the community. Members must be adaptable and patient as they navigate municipal procedures, shifts in the political context, and majority-based decision-making. Throughout their service, they should stay focused on the committee's defined purpose and shared goals as outlined in the committee resolution and work plan.

Advisory Committee Best Practices

The Town recognizes the significant commitment involved in serving on an advisory committee and is dedicated to supporting an experience that is both meaningful and efficient. Although each committee has its own unique structure and distinct expectations for its members, the following components represent core operational best practices that help committees excel.

Commitment to the Public Good

While committee members may be selected in part for their experience, expertise, or connection to a topic or specific stakeholder group(s), each member prioritizes the broader public interest above any individual or organizational interest.

Committee members recognize their value and role as volunteer leaders within a Town group and are purposeful and thoughtful in representing a diversity of community interests and opinions.

Understanding of Roles and Responsibilities

All committee members understand the committee's purpose, fulfill their responsibilities equitably, and commit to serving at least one full term. Committees with stable, engaged membership typically achieve stronger outcomes and experience lower turnover.

Meeting Attendance

Committee members prioritize attending meetings and are active and on-task participants; reliable engagement fosters better productivity.

Committees are expected to attend meetings in person unless the entire meeting is held remotely. While remote participation is permitted, its use is limited to when a member is out of town or for health reasons. These instances should be occasional in nature and not a regular occurrence.

Respectful and Productive Environment

Members foster a respectful, functional, and collaborative environment – with each other and staff – that supports productive participation from all.

Knowledge of Town and Committee Context

All members develop an understanding of the Town and committee's history, the committee's mission (work plan), and the broader goals that guide its work; this knowledge directly informs the committee's purpose and effectiveness.

Execution of Work Within Town Structures

Each member takes responsibility for understanding how to carry out the committee's work plan within the Town's organizational structures and relevant policies, while exhibiting exemplary conduct.

Collaboration with Staff

The committee works closely with Town staff, maintaining open communication to ensure streamlined processes, effective execution of tasks, and efficient use of time for all parties. Staff are included in or provided with an update on all communication or actions (internal and external) made on behalf of the committee or by a committee member as it relates to committee business.

The Staff Liaison and Council Liaison serve as key channels for sharing and gathering information essential to the committee's implementation of its work plan.

Leadership from Chair and Vice Chair

The Chair and Vice Chair demonstrate strong leadership and facilitation skills, guiding meetings

in a productive, inclusive manner without dominating discussion or creating an intimidating environment.

Committee Member Code of Conduct

As a volunteer serving in a public-facing leadership role, you help shape how the community experiences its local government. Your professionalism, integrity, and collaboration strengthen both your committee's work and the trust placed in it. The following Code of Conduct outlines expectations designed to support a positive, respectful, and effective committee environment.

1. Represent the Committee and the Town Responsibly

- Committee members **may not** make promises, commitments, agreements, or financial decisions, on behalf of the Town or the committee. Member should also avoid presenting themselves in such a way that eludes to being a representative of the Town or having decision-making authority. These actions must be approved through formal committee consensus and involve the staff liaison.
- When speaking publicly, members should clarify that **committee actions are recommendations**, and only the Town Council can take final action.

2. Speak Only for Yourself Unless Authorized

- Members should not present personal opinions as committee positions unless the committee has formally voted to endorse the statements.
- When expressing personal views—in public comment, emails, social media, or conversations—members should clearly state that they are **speaking as individuals**, not on behalf of the committee or the Town.

3. Model Respect and Professionalism

- Treat fellow committee members, staff, Councilmembers, and the public with **courtesy, dignity, and fairness**.
- Engage in civil, constructive dialogue. Avoid disparaging remarks, inflammatory language, or statements questioning the motives or integrity of others.

4. Uphold Town Policies and Legal Requirements

- Follow all Town systems, policies, procedures, ordinances, code of conduct, and State open-government laws.
- Operate within the boundaries of your role and respect the responsibilities of staff and elected officials.
- Members may not use non-public (internal) information or resources for personal, professional, or private gain.
- Members may not use any Town employee's time for personal or private reasons.
- Members may not use Town vehicles or equipment, except in the same manner as available to any other community member.

5. Support Effective Meeting Participation

- Notify the Chair and Staff Liaison in advance if you are unable to attend a meeting or must attend virtually, as absences may affect quorum and scheduled business.
- Arrive prepared, engaged, and ready to contribute to the committee's work plan and shared goals.

6. Commit to Collaboration and Positive Leadership

- Participate actively and thoughtfully, listen to diverse viewpoints and support a productive committee environment.
- Recognize that your actions and words carry influence; use them to help foster trust, inclusion, and informed decision-making.

Conflict of Interest Guidelines

A conflict of interest for a Town advisory committee member occurs when the member's personal, financial, professional, or family interests could improperly influence – or appear to influence – their judgment, recommendations, or decisions in their official role. This also includes situations in which the member, a family member, or a business associate may benefit, directly or indirectly, from matters being reviewed or decided by the committee.

An “interest” refers to any financial, property, or commercial benefit, or any other benefit the primary significance of which is economic gain or the avoidance of economic loss. Your interest extends to any business in which you are an officer, director, or employee, or own more than 1% of outstanding shares.

The Town's objective is for appointed committee members to avoid **any** conflicts of interest. A member should carefully consider avoiding even the appearance of impropriety. Where a conflict exists, and even in situations where the member is unsure an actual conflict exists, but impropriety is seemingly present, **the Town requires the following procedures to be followed:**

- Immediately and publicly disclose the nature and extent of the conflict. This can be done in private or during a meeting. If needed, the staff liaison, committee manager, or the committee as a whole can help determine if a conflict of interest exists.
- Do not participate in any discussion or decision regarding the action before the advisory committee. Do not participate in discussions with other members of the advisory committee or Town staff regarding the matter. Do not attempt to influence the matter publicly or privately.
- Leave the room.

Gifts

Occasionally, gifts are offered to committee members. Members may not solicit or accept a present or future gift, favor, discount, service, or other thing of value from a party to a Town contract, or from a person seeking to influence your official action. There is an exception for “occasional non-financial gift” of \$15 or less, unless the gift, no matter how small, may be

associated with the member's official action, whether concerning a contract or some other matter.

If you are unsure of your legal responsibilities on any matter regarding your role as an advisory committee member, please seek the advice of the staff liaison or committee manager as soon as possible.

Liability

When performing authorized functions, advisory members are considered Town volunteers and are entitled to the protection of the Governmental Immunity Act. The Act, generally speaking, protects committee members from personal liability for any action within the scope of such appointment, except where the act is willful or wanton. **To minimize the risk of liability to themselves or the Town, advisory members should keep in mind that they are members of a collective body and, therefore, should avoid acting individually on a matter unless clearly authorized to do so.** Also, members should stay within their authorized activities and not act in cases where a conflict of interest exists.

How Committee Membership Works

Membership Appointments

All persons appointed, or reappointed, to any advisory committee must be Town residents – with the exception of the Superior Historical Commission (SHC). Any member serving on an advisory committee who relocates outside of the Town during their term of service on an advisory committee, regardless of their date of appointment or reappointment, shall resign their membership.

Each advisory committee (with the exception of the Superior Youth Leadership Council (SYLC)) has staggered-term seats. These staggers were set when each advisory committee was established. The purpose of these staggered terms was to create alternating term-end dates to avoid multiple members' terms ending at the same time, which could hinder the committee's ability to meet quorum. A partial term occurs when a seat is vacated prior to the term-end date. As of March 2026, the Town Council repealed the 2012 Ordinance under Section 2-12-40 (g), which established term limits of two consecutive terms. While term-end dates will continue to be tracked, committee members are no longer limited on the number of terms they can serve. Committee members are required to complete one full term of service for formal recognition via proclamation upon resignation.

Please note: SYLC members can serve multiple two-year terms from their 8th-grade year through their senior year of high school.

The Town Council will appoint no person to serve concurrently on more than one advisory committee. This limitation does not apply to groups deemed temporary. Employees may not serve on any advisory committee appointed by the Town Council, with the exception of youth and seasonal positions and employees (i.e. lifeguards and Youth Corps).

Vacancies, Interviews and Appointments

Vacancies on an advisory committee shall be posted on the Town of Superior advisory committee webpage and any other resource deemed necessary, to fill any immediate vacancies and also to create a pool of applicants to fill future vacancies. Staff liaisons are responsible for notifying staff when a member resigns.

Interviews and Town Council appointments are typically held quarterly, unless otherwise noted (or deemed appropriate). Interviews are generally conducted at the first Town Council meeting of the month, with appointments made at the second meeting. Applicants for advisory committees must be residents of the Town of Superior (with the exception of the Superior Historical Commission (SHC)).

Attendance Policy

By applying for and accepting the appointment, advisory committee members affirm their intent and ability to attend committee meetings. Regular attendance is essential to ensure decisions represent the opinions of the group as a whole. In addition, regular attendance enables advisory members to stay well informed about group interests and helps ensure that issues are examined from a variety of perspectives.

Poor attendance (i.e., two or more consecutive absences, a history of unexcused absences, or abuse of the virtual attendance policy) may result in removal from an advisory committee. If a member experiences attendance issues, the chair of the advisory committee (or the vice chair if the chair is the person experiencing the attendance problems) will work with the staff liaison and committee manager to address the issue.

Virtual Participation Policy

Members of the Town Council and advisory committees are expected to attend meetings in person unless the entire meeting is being held virtually. However, **virtual participation shall be permitted for members of Town Council and committees only if a member is out of town or unable to attend for health reasons.** These instances should be occasional in nature and not a regular occurrence. Should a member require virtual participation, the member shall notify the staff liaison and committee chair prior to the meeting and will keep their camera on during the meeting. Remote participation shall be allowed at all meetings for members of the public.

How the Work Gets Done

Work Plans

The Town Council asks all advisory committees to submit work plans in January of each year. Work plans should outline major projects and discussion topics for the upcoming year. If appropriate, an estimate of action to be taken, staff resources, and budget implications should be included. Work plans should also consider and align with the Council goals and associated department and staff work plans. Committee work plans should be concise and easy to read. The Town Council will review and approve the work

plan for each advisory committee. Approval of a committee work plan by Council does not necessarily commit funding to the outlined projects. The Town Purchasing Policy outlines approval processes for the expenditure of funds. (See page 21 for work plan timing)

Programming and Events

The Town of Superior Parks, Recreation and Open Space Department offers a wide range of community programs and Town events designed to provide meaningful engagement and entertainment opportunities. Programs are typically finalized three to six months in advance, and major events are generally scheduled one year in advance, with major logistics finalized three to four months prior. Budgeting for all programs and events is completed each October for the following year.

Advisory committees may also wish to host community programs or events, or facilitate a booth/exhibit at a Town event. To ensure high-quality offerings, consistent marketing, and strong attendance – and to support staff work plans and community expectations – committees are asked to follow the Town’s established timelines and best practices.

The following schedule is used by Town staff and shared with third-party partners:

- January–April programs: Content due by October
- May–August programs: Content due by February
- September–December programs: Content due by June

Marketing and communications for all Town programs and events are coordinated and executed by the Town Communications and Community Engagement Department (CCE). Program hosts may share official Town posts and materials on personal channels but **may not** create independent marketing on behalf of the Town.

Committee-Specific Guidelines

- When facilitating a booth, program or event, it is typical for the Town to supply basic event equipment as needed. Committee members are expected to help set up and clean up (this may also require transporting committee-specific supplies). The staff liaison will help coordinate projects and programs, event participation and specific related supplies, but may not always be in attendance. Should a committee choose to participate, members are expected to be able to facilitate their booth or run their project or program independently as appropriate.
- Committee programs and events must avoid conflicts of interest. Programs offered by a business owned or operated by a committee member may not be presented as committee-sponsored offerings. Committee programs may not be used to advertise or benefit individual committee members or their businesses. Program attendance lists and information are confidential and may only be used for official Town business.
- Committee-led programs and events should generally be offered at no cost to the community. Committees may use their discretionary budgets to cover necessary supplies

and materials. If a fee is required, it must be approved by staff and comply with the Town's approved fee schedule. All materials purchased for programs or events become Town property and must be returned after the activity concludes.

- The Town discourages committees from participating in fundraising activities. Per Colorado law, charitable solicitation must be executed under a registered charitable organization; neither the Town nor the advisory committees qualify as such. Additionally, as a municipality, the Town must avoid any potential indirect appropriation of funds, conflicts of interest or 'pay-to-play' perceptions.

Town Communications

Internal Channels of Communication

There are numerous channel and modes of communication committees can utilize to communicate and collaborate with Town staff, other committees, Town Council, and the public; all communication should include the staff liaison. The most common modes of communication include: committee meeting notes and summaries which are reviewed by Town Council and posted publicly; and utilizing the staff and council liaisons to share information and updates internally as appropriate and needed. Additional, more formal options include:

- **Council meeting update** - All regular Town Council meetings have a standing agenda item for committee updates. If at any time a committee would like to provide Council with information formally, the committee should simply request the staff liaison add their committee update to an upcoming meeting agenda.
- **Public Comment** - Committee members have the opportunity to provide information during the public comment portion of any regular Council meeting. This action does not require that an item be formally added to the Council agenda, however, the committee, as a majority, must agree to have a representative present and to the content shared. Due to procedural restriction, Council is limited in its ability to discuss topics, ask or answer questions, or provide input when updates and information are provided during public comment.
- **Recommendation** - Occasionally, a committee may need to make a formal recommendation to Council. This is required when the committee is making a request or recommendation with implications or actions outside their work plan, or that have budget or staff resource implications beyond the typical committee scope of work. The staff liaison will gather the required information from the committee and coordinate necessary documents to provide to Council in advance. The committee chair or vice chair may be asked to present or facilitate questions and feedback from Council during the Council meeting.
- **Council – Committee dinner** - All committees have the opportunity to meet with Council (generally scheduled from May through August) to engage with Council. It is suggested committees use this meeting to discuss their current work plan and proposed work plan items for the next year, specifically items with budget or staffing implications.

External Communications and Community Engagement

The Town of Superior Communications and Community Engagement Department (CCE) serves as the central hub for all outgoing Town-wide communications. The team manages a high-performing portfolio of digital and print channels in support of community, organizational, departmental, and strategic outcomes. CCE fields a large volume and

variety of communication and engagement requests from the Town Council, leadership, departments, partner organizations, and others, then designs tailored strategies across audiences and channels, with the messaging and imagery most likely to drive results, after weighing each request against an intake framework based on priority, volume, capacity, and impact.

For advisory committees, CCE supports a number of initiatives through the Town's established Communications Pathway, found in the department's guiding [Communications Plan](#) on the [Communications website](#).

- Committee requests begin with the staff liaison, who works with key committee members to gather details and bring them to CCE as early as possible, so timing and approach can be planned together for an effective partnership leveraging the Town's diverse distribution tactics.
- Liaison-submitted items are reviewed by the team on a recurring weekly basis and scheduled as Town priorities, capacity, and channel saturation allow, with a shared understanding that requests are not guaranteed. Suggestions on timing, distribution, and draft messaging are welcome, yet CCE may refine them for liaison review to keep everything aligned with the Town's brand. The staff liaison remains the single point of coordination through release.
- To support timely distribution, committees should share information as early as possible, at least one week but ideally one month, before an event or deadline.
- Creative, brand, and editorial decisions rest with communications staff. Where the liaison and CCE see something differently, the communications director and events and volunteer manager will collaborate on a path to resolution.

Committee members are encouraged to re-share Town-provided, pre-approved language, links, and resources to amplify official messaging. Members may also share on personal platforms, but must do so representing themselves, not the Town or the committee.

For the Communications Pathway, brand guidelines, and how to engage the team, see the Town of Superior Communications Plan at superiorcolorado.gov/communications.

Meeting Policies & Logistics

Meetings

Per the Colorado Sunshine Law and [Colorado Open Meetings Laws \(COML\)](#), all meetings at which any public business is discussed where a quorum is present are considered public meetings and are open to the public at all times.

No advisory committee shall conduct any closed meetings. All meetings shall occur in public buildings and or public facilities accessible to all members of the public. Meetings will be held only after providing full and timely notice to the public, no less than 24 hours in advance.

A “meeting” is further defined as “any kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by any other means of communication.”

(2) (b) All meetings of a quorum or three or more members of any local public body, whichever is fewer, at which any public business is discussed or at which any formal action may be taken, are declared to be public meetings open to the public at all times.

(d) (III) If electronic mail is used to discuss public business, the electronic communication is subject to the above “meeting” requirements. **As a rule of thumb, when responding to emails, reply only to the sender; avoid “reply all.”** Email correspondence regarding public business is also subject to the Open Records law and should be maintained in accordance with the Town's data retention policy.

Agenda and open meeting rules do not apply when advisory members are acting as residents or volunteers carrying out an advisory committee’s program or service, such as attending a conference or third-party meeting, volunteering at a booth or zero-waste stations at Town events, or helping run an advisory committee program. However, members must take care when acting in these types of volunteer roles to ensure they are not engaging in advisory committee discussions to which these rules do apply.

Recommendations and decision-making can only advance from a public meeting that has been properly noticed and conforms to open meetings law policies. Any questions regarding whether a proposed gathering, event or activity requires an agenda and other meeting procedures should be directed to the staff liaison or committee manager.

Virtual Meetings

Meetings accessible only electronically, such as webinars, online video conferences (e.g., Zoom, Teams), or telephone conferences, must also comply with the COML. The means to access the meeting virtually must be made available to the public.

Smaller Group Meetings

Advisory committees may need, from time-to-time, smaller group work and discussion. All intentional, small-group meetings of three or more advisory committee members during which committee business will be addressed or discussed, must follow public-notice guidelines.

- A **work session** should be used when the committee or a group of committee members need to meet (or discuss a topic), yet the nature and intent of the meeting is less formal, is in support of upcoming committee business, or is a matter that will not be (or does not need to be) advanced without additional committee discussion and/or approval. Examples include: research, exploratory discussion, information gathering, drafting language or documents for a topic

already agreed upon by the committee, park walks, museum cataloging, holiday dinners, program or event preparation, etc. Work session meetings require public notice and must be open to the public; however, they do not require public record documentation (an agenda and committee notes). A report from the work session must be provided to the advisory committee during a formal meeting for any subsequent discussion or decision-making to occur.

- A **work group** should be formed complementary to the work of the advisory committee when there is a need to pursue objectives that overlap with topic areas and the work is expected to last for an indefinite period of time. A work group does not have decision-making authority; it must report to the advisory committee as a whole for formal voting and any decision-making.
- A **subcommittee** should be formed as needed when the nature of the work is more long-term. The subcommittee should then be formally dissolved once the work is accomplished. Subcommittee meetings should be run under the same rules and guidelines as committee meetings: public notice of the meetings is required; meetings must be open to the public and public records (agenda and committee notes) must be provided. Subcommittees do not have decision-making authority; they must report to the advisory committee as a whole for formal voting and any decision-making.
- A **task force** should be formed if there is an objective that can be achieved in a relatively short period of time (e.g., planning a specific event or analyzing a proposal). Task groups should be disbanded when the task(s) is complete. A task force does not have decision-making authority; the group must report to the advisory committee as a whole for formal voting and any decision-making.

Quorum Requirements

The majority of all of the members of an advisory committee shall constitute a quorum.

Per advisory committee-specific Town Resolutions, “a quorum of (the advisory committee) for the purposes of conducting business shall be five (5) members.” In order to conduct business at any meeting, a quorum must be present. No formal action shall be taken in the absence of a quorum, except to adjourn the meeting to a future date. An informal meeting may take place if it is free of any formal decision-making and meeting procedures.

For virtual meetings, the presence of a quorum shall be established by an audible roll call at the beginning of the meeting and maintained throughout the meeting. Thereafter, the continued presence of a quorum shall be determined by the online list of participating members, unless any member demands a quorum count by audible roll call. Such a demand may be made following any vote in which the announced totals add up to fewer than a quorum. No action shall be taken in the absence of a quorum, except to adjourn the meeting to a future date.

Public Notice, Agendas and Meeting Packets

The staff liaison and advisory committee chair prepare meeting agendas and information.

To meet Town deadlines, members need to review the meeting information, determine what is required for meeting preparation, and give the meeting agenda proper and timely consideration.

The following is required for meeting preparation:

- Agendas must be specific and list all topics on which substantive discussions or formal recommendations are expected.
- Agendas must be posted at least 24 hours in advance. Administratively, the Town requests that all agendas are posted the week prior to the meeting to allow anyone who might be interested time to read the materials.
- Meeting notices will be posted via appropriate communication platforms.

During a meeting, substantive discussion is not allowed on any subject not listed on the agenda or not substantially related to a subject listed on the agenda.

Handling of Documents

Information not included in a meeting packet is considered confidential; therefore, all requests for information not publicly available in a meeting packet must comply with the [Colorado Open Records Act](#).

Rules of Order

Generally, meetings can be held in any manner that ensures an orderly, focused discussion and facilitates input from all members of the advisory committee. If it would enable the members to better meet their responsibilities, chairs/vice chairs can recommend to members the procedures for the conduct of meetings as established in *Robert's Rules of Order* (see appendix for Town procedure summary). A recommendation with a motion to vote and a majority vote is necessary to move forward with these procedures.

Public Comment

Each advisory committee shall, at or near the beginning of each of its regular meetings, allow members of the public to speak to a matter within the purview of the advisory committee, regardless of whether such matter is scheduled for consideration at that meeting. The advisory committee is not required to address or discuss matters raised during public comment, and the Chair may impose time limitations on such public input as necessary to conduct the business of the advisory committee in a timely and efficient manner. A maximum of five minutes will be allowed per speaker. In order to determine the actual amount of time to be allotted to each speaker, the Chair may ask for a show of hands by all persons intending to speak. If the number of persons intending to speak exceeds six, the Chair may reduce the allotted time to allow as many people as possible to address the Committee.

Committee Meeting Notes

Committee notes must be taken at any regular or official meeting of an advisory committee (or subcommittee) at which a recommendation or any formal action occurs or could occur. The committee notes must be open to public inspection and a copy must be filed with the Town Clerk upon finalization (via the Committee Coordinator).

Town policy requests that committee meeting notes be submitted no later than one week after a meeting.

At a minimum, the committee notes of a meeting should contain the following information:

- Date, time and location of the meeting.
- Listing of members present and a statement that those members constituted a quorum.
- Name and town of residence of public comment participants.
- General outline of each major topic discussed.
- Comments of individual members that illustrate the individual's viewpoints and opinions.
- Detailed recital of all recommendations and motions, who made the motion and the second, along with the recording of how each member voted on each recommendation.
- Detailed recital of any formal action taken.
- Time of adjournment.

While committee meeting notes should be as accurate as possible, the note taker is not required to record every remark made at the meeting - the notes should **not** be a verbatim transcript.

Meeting agendas and note templates are provided and regularly updated by Town staff. The committee meeting notes should include a brief description of each item being discussed. It is not necessary to list questions and answers during the discussion of each item; however, comments summarizing members' positions can be included as support for each member's vote on issues.

Recording the adjournment of a meeting in the notes is advisable, since it indicates whether the meeting was finally adjourned, or adjourned to a later time before the next regular meeting. The adjournment should specify the time the meeting was adjourned, identifying a later date and time. The chair may adjourn the meeting by declaration.

Written notes of advisory committee meetings are considered permanent records of the municipality. The Town of Superior requires staff liaisons for each advisory committee to file committee notes with the Town Clerk for incorporation into the municipality's records. After committee notes have been finalized, the staff liaison will email a copy of the notes to the Committee Coordinator. Committee notes will be distributed to the Town Council via the Council meeting packet for approval. Final committee meeting notes will be posted on the Town's [meetings and agenda website](#). Electronic recordings do not replace written notes and should be used only to prepare the committee notes.

Governance & Accountability

Advisory Committee General Provisions

The Town Council may, by ordinance, establish appointive groups to advise the Town

Council on various issues and perform functions as the Town Council may designate. The establishing resolution of each advisory committee sets the purpose, duties, and operating procedures and establishes the terms of office of the members, including initial overlapping terms.

In addition to the duties and functions specified in the Municipal Code for any particular advisory committee, members are authorized to conduct investigations and make reports and recommendations to the Town Council related to its charge or area of responsibility, upon the request of the Town Council or the Town Manager.

The Town Council may change any or all of the purposes, duties and procedures of any advisory committee. The Council also may abolish any advisory committee, that is not required by the Town municipal code or law.

Additional details about advisory committees foundational policies can be found in *Article XII, Section 2-12-10 of the Superior Municipal Code.*

Resignation

The Town recognizes the significant commitment involved in serving on an advisory committee. While members are encouraged to complete a full term of service, a committee member may resign at any time, for any reason. Members are encouraged to maintain open communication with staff and to use the reporting system outlined below if an issue arises that may influence their decision to resign. Staff is dedicated to supporting a meaningful, efficient, and safe experience, and to encouraging conflict-resolution efforts prior to resignation. Should a committee member decide to resign, written notice shall be provided, at minimum, to the committee's staff liaison.

Removal

Participation on an advisory committee is an act of community service that comes with additional obligations and expectations – not assumed privileges. All advisory committee members are subject to removal by majority vote of the Town Council. However, any advisory committee member or Town staff member may report a grievance or request that the removal process be initiated. Equitable accountability is encouraged. The Town will not tolerate disrespect toward Town staff or other committee members, or conduct contrary to the Town Code of Ethics or the Committee Code of Conduct.

Removal Process Guidelines

The Town Code of Ethics and Committee Code of Conduct exist to support public trust, consistent expectations, and respectful, and accountable public service. When concerns arise, the Town's goal is to address them constructively and maintain a positive experience for all committee members and Town staff.

Progressive Approach

For most concerns, the Town follows a progressive, three-step approach:

1. Provide written notice describing the concern and, if possible, the applicable policy or Code provision alleged to have been violated.
2. Provide an opportunity for the committee member in question to respond.
3. Develop a plan to support improvement and clarify expectations.

Reporting Concerns

- Committee members and all Town Staff are encouraged to report concerns about attendance, misconduct, inappropriate behavior, or potential Code of Conduct or Ethics violations, to the Committee Chair (or Vice Chair if the concern involves the Chair) and/or the staff liaison or the Committee Manager if concerns involve the staff liaison.
- Town staff should use their best discretion in reporting concerns about committee members or Council liaisons to the Committee Manager, their Director, or directly to the Town Manager or Town Council based on the severity and/or frequency of the infraction.
- Council Liaisons should report concerns to the staff liaison, Committee Manager, and the Town Manager.

Documenting concerns helps:

1. Address issues fairly and promptly
2. Ensure any decisions are based on policy—not personal disagreement.

Review Process

The staff liaison will review the concern(s) with the Committee Manager. Based on the severity and frequency of the issue, an appropriate course of action will be determined. This may include further review by a Director or the Town Manager.

If concerns continue – more than three violations are documented – or involve serious misconduct, a recommendation for removal may be made in accordance with ARTICLE XII, Section 2-12-50 of the Superior Municipal Code and the removal process will be implemented as outlined in Section (b).

Per ARTICLE XII, Section 2-12-50 of the Superior Municipal Code:

- (a) An advisory committee member may be removed by majority vote of the Town Council for any one (1) or more of the following reasons:
 - 1) Absences from three (3) consecutive regular meetings of an advisory committee;
 - 2) A consistent failure to attend regularly scheduled meetings of the advisory committee;
 - 3) A pattern of misconduct at meetings;
 - 4) Violation of the ethics code set forth in the Town of Superior municipal code (ARTICLE VIII, Section 2-8-10 through Section 2-8-60).
 - 5) Harassment or mistreatment of the public, other advisory committee members or Town staff, whether occurring at a meeting or through other forms of communication, including, without limitation, telephone and electronic mail.
- (b) An advisory committee member subject to removal shall be provided the opportunity to resign prior to the Town Council taking action on any proposed removal. If the member chooses not to resign, the member shall be given no less than five (5) days' notice in

writing that the Town Council will be considering the member's removal, and said notice shall include the reasons for the proposed removal. The member shall be given an opportunity to respond to the proposed grounds for removal either in writing or in person at a regular Town Council meeting prior to the Town Council taking any action to remove said member.

Reference Materials

Advisory Committee Annual Planning

January	• Draft work plans finalized and submitted for Council review/approval • Election of officers
February	• Begin budget review, request, and recommendation planning for Council-Committee dinners
March	• Quarterly interviews and appointments (if vacancies and applicants)
April	
May	• Committee member term/re-appointment notices • Council-Committee Dinners
June	• Committee member reappointments • Quarterly interviews/appointments • Council-Committee Dinners
July	• Term renewals and appointments • 4th of July Celebration engagement opportunity • Council-Committee Dinners
August	• SYLC new applicant interviews with Council and Senior send off
September	• Work Plans – 1st review discussion • Quarterly interviews and appointments (if vacancies and applicants) • Chili & Beer Fest engagement opportunity • Start reconciliation of volunteer impact numbers (projects, hours, etc.)
October	• Work Plans – 2nd review discussion • SYLC leadership elections
November	• Annual volunteer appreciation reception
December	• Final draft Work Plans submitted • Committee end-of-year/holiday dinners

Advisory Committee Descriptions & Details

[Advisory Committee for Environmental Sustainability \(ACES\)](#)

[Cultural Arts and Public Spaces Advisory Committee \(CAPS\)](#)

[Superior Historical Commission \(SHC\)](#)

[Open Space Advisory Committee \(OSAC\)](#)

[Parks and Recreation Advisory Committee \(PARC\)](#)

[Planning Commission \(PC\)](#)

[Superior Youth Leadership Council \(SYLC\)](#)

C.H.A.R.G.E. – A Checklist for Committee Member Effectiveness

C – Code

Am I familiar with . . .

- ☐ The Town of Superior Municipal Code, in general?
- ☐ The establishing resolution and work plan for my advisory committee, the Town's code of ethics, and the advisory committee guidebook and code of conduct?
- ☐ What my fellow committee members and I expect to achieve for the community?
- ☐ Town Council's goals for the current year.

H – Hierarchy

Do I understand . . .

- ☐ How my advisory committee work affects the community?
- ☐ The scope of authority of my advisory committee?
- ☐ The role of my advisory committee's staff liaison, Trustee liaison, chair and vice chair?
- ☐ My role as an advisory committee member?

A – Accountability

Do I understand . . .

- ☐ My advisory committee's liability and my own liability as an individual member?
- ☐ What constitutes a conflict of interest?
- ☐ How a conflict of interest or code of ethics or conduct violation should be handled?
- ☐ Mine and my advisory committee's accountability to the public?

R – Responsibility

Do I . . .

- ☐ Regularly attend advisory committee meetings?
- ☐ Prepare for the meetings by reviewing the agenda and supplemental materials provided ahead of time?
- ☐ Know what I am responsible for and complete the tasks I have volunteered to take on?

G – Goals

Do I know . . .

- ☐ My advisory committee's goals – short-term and for the year?
- ☐ What tasks must be completed to reach each of our goals?

E – Evaluation

Have I . . .

- ☐ Included everyone in the process (members, liaisons, residents)?
- ☐ Met my responsibilities and deadlines?
- ☐ Discussed with other members and staff what my advisory committee can do to improve our overall performance?

Rules of Procedure

Procedural Summary of Roberts Rules

Section 1. **Order of Business.** The business of the _____ (the "Committee") shall be conducted in the following order:

- Call Meeting to Order
- Roll Call
- Public Comment
- Action Items
- Presentations
- Work Session Items
- Discussion Items
- Committee Reports
- Other Business
- Adjournment

Section 2. **Time of Meetings.**

- a. Committee meetings will begin precisely at ____ p.m.
- b. No more than two ten-minute breaks will be planned per meeting. All Committee members and staff will return to their seats at the conclusion of each break. The Chair will resume the meeting at the prescribed time.
- c. Every Committee meeting will end no later than 10:30 p.m., except that: (1) any item of business commenced before 10:30 p.m. may be concluded before the meeting is adjourned and (2) the Committee may, by majority vote, extend a meeting until no later than 12:00 a.m. for the purpose of considering additional items of business. Any matter which has been commenced and is still pending at the conclusion of the Committee meeting, and all matters scheduled for consideration at the meeting which have not yet been considered by the Committee, will be continued to the next regular Committee meeting.

Section 3. **Public Comment.** Up to 30 minutes will be allowed for public comment during the "Citizen Participation" segment of each meeting. A maximum of five minutes will be allowed per speaker. In order to determine the actual amount of time to be allotted to each speaker, the Chair may ask for a show of hands by all persons intending to speak. If the number of persons intending to speak is more than six, the Chair will shorten the allotted time in order to allow as many people as possible to address the Committee within 30 minutes.

Section 4. **Committee Questions and Debate.** Committee questions and debate regarding an agenda item will occur immediately following citizen input and prior to entertaining any main motion related to the item. Except when raising a point of order, Committee members seeking to ask questions or participate in debate will do so only when called upon by the Chair. The Chair may limit or curtail questions or debate as he or she deems necessary for the orderly conduct of business, except as overridden by a majority of Committee members present and voting, pursuant to a point of order. No Committee member will speak to an item more than

once until all other Committee members have had an opportunity to be heard.

Section 5. Basic Rules of Order. The following commonly used rules of order will govern the conduct of Committee business. Except as specifically noted, all motions require a second. If there is a question of procedure not addressed by these rules, reference shall be made to Robert's Rules of Order, Newly Revised Edition, for any needed clarification or direction. However, in the event of any conflict between these rules and Robert's Rules of Order, these rules of order shall prevail.

MAIN MOTIONS

Main motions are used to bring business before the Committee for consideration and action. A main motion can be introduced only if no other business is pending. Main motions require a second and may be adopted by majority vote of those Committee members present and voting, except that a motion to go into executive session requires a two-thirds vote of those present. A main motion may be made by any Committee member, including the Chair. It is debatable and may be amended.

SUBSIDIARY MOTIONS

These are motions that may be applied to another motion for the purpose of modifying it, delaying action on it, or disposing of it.

1. Motion to Amend. A motion to amend, once seconded, is debatable and may itself be amended once. However, a "secondary amendment," which is a change to a pending "primary amendment," cannot be amended. The point of a motion to amend is to modify the wording – and, within certain limits, the meaning – of a pending motion before the pending motion itself is acted upon. Once a motion to amend has been seconded and debated, it is decided before the main motion is decided. Certain motions to amend are improper. For example, an amendment must be "germane." To be germane, an amendment must in some way involve the same question that is raised by the motion to which it is applied. Another example of an improper motion to amend would be a motion that would merely make the adoption of the amended question equivalent to a rejection of the original motion, or one that would make the question as amended identical with, or contrary to, one previously decided by the Committee during the same session. "Friendly" amendments acceptable to the maker and the seconder of the main motion do not require a second and are permissible at any time before a vote is taken on the main motion. Only one amendment to a main motion is allowed – after that, any modifications to a main motion must be made by defeating the original main motion and introducing a new main motion.

2. Withdrawal or Modification of a Motion. In the brief interval between the making of a motion and the time when the Chair places the Motion before the Committee by stating it, the maker can withdraw or modify the motion. After a motion has been seconded and stated by the Chair, it belongs to the Committee as a whole and the maker must request the Committee's permission to withdraw or modify his or her motion.

3. Motion to Lay on the Table. A motion to table allows the Committee lay the pending question aside temporarily, but only when something else of immediate urgency has

arisen. By adopting a motion to lay on the table, a majority has the power to immediately halt the consideration of a question, since a motion to table is neither debatable nor amendable.

4. Motion to Postpone Indefinitely. A motion to postpone indefinitely is, in effect, a motion that the Committee decline to take a position on an agenda item or main motion. Its adoption kills the agenda item or main motion for the duration of the meeting and avoids a direct vote on the item or motion. It is useful in disposing of an item or motion that cannot either be adopted or expressly rejected without undesirable consequences. It is debatable, but not amendable.

5. Motion to Postpone to a Certain Time (or Definitely). This is the motion by which action on an agenda item or a pending motion can be put off to a definite day, meeting or hour, or until after a certain event has occurred. This motion can be debated only to the extent necessary to enable the Committee to determine whether the main question should be postponed and, if so, to what date or time. Similarly, it is amendable only as to the date or time to which the main question should be postponed.

6. Calling the Question. "Calling the question" may sometimes motivate unanimous consent to end debate. If it does not, however, then debate does not automatically end. Instead, if any member objects to ending the debate, the Chair should ask if there is a second to the motion and, if so, he or she must immediately take a vote on whether to end debate. The motion is not debatable or amendable.

INCIDENTAL MOTIONS

These are motions which usually apply to the method of conducting business rather than to the business itself.

1. Point of Order. A Committee member who thinks that the rules of order are being violated can make a point of order, thereby calling upon the Chair for a ruling and an enforcement of the regular rules. Such a motion takes precedence over any pending question out of which it may arise. *This motion does not require a second.* It is not amendable and not debatable. However, with the Chair's consent, the member raising the point of order may be permitted to explain his or her point. In response to a point of order, the Chair can either immediately rule, subject to appeal to the Committee, or the Chair can refer the point of order to the Committee, in which case the point becomes debatable. In ruling, the Chair can also consult the parliamentarian, if there is one, or can request the advice of experienced members of the Committee. However, no member has the right to express an opinion unless requested to do so by the Chair. When the Chair has made a ruling, any two Committee members can appeal the ruling (one making the appeal and the other seconding it). When an appeal is taken, the matter is decided by majority vote of the Committee. A tie vote sustains the decision of the Chair. A point of order must be raised promptly at the time the perceived violation of the rules occurs.

2. Motion to Divide a Question. If a motion relating to a single subject contains several parts, each of which is capable of standing as a complete proposition by itself, the parts of the motion can be separated for consideration and voted on as if they were distinct questions by the adoption of a motion for division of the question. This motion, if seconded, takes

precedence over the main motion and is not debatable. However, the motion to divide must clearly state the manner in which the question is to be divided, and while the motion to divide is pending, another member can propose a different division by moving an amendment, in which case the amended form of the motion, if seconded, would be decided first. Often, little formality is involved in dividing a question, and it is arranged by unanimous consent.

3. Motion to Suspend the Rules. When the Committee wishes to do something that it cannot do without violating one or more of its regular rules, it can adopt a motion to suspend the rules that interfere with the proposed action. This motion can be made at any time that no question is pending and can be applied to any rule except those that are fundamental principles of the Committee or other applicable laws. This motion is neither debatable nor amendable.

RESTORATIVE MOTIONS

These are motions that bring a question again before the Committee for its consideration.

1. Motion to Take from the Table. The object of this motion is to take from the table and make pending again before the Committee a motion or series of adhering motions that previously had been laid on the table. This motion is neither debatable nor amendable. When a question is taken from the table, it is before the Committee with everything adhering to it, exactly as it was when laid on the table.

2. Motion to Reconsider. This motion enables a majority of the Committee to bring back for further consideration a motion which has already been voted on. This motion is in order only if made on the same date that the vote to be reconsidered was taken. The purpose of reconsidering a vote is to permit the correction of hasty, ill-advised, or erroneous action, or to take into account added information or a changed situation that has developed since the taking of a vote. This motion can be made only by a Committee member who voted with the prevailing side. When a member who cannot make a motion for reconsideration believes that there are valid reasons for one, he or she may try to persuade someone who voted with the prevailing side to make such a motion. This motion is debatable whenever the motion proposed to be reconsidered was debatable. And, when debatable, opens to debate the merits of the question to be reconsidered. It is not amendable. The effect of the adoption of a motion to reconsider is that the question on which the vote was reconsidered is immediately placed before the Committee in the exact position it occupied the moment before the question was voted on originally.

3. Motion to Rescind or Amend Something Previously Adopted. By a motion to rescind or to amend something previously adopted, the Committee can change an action previously taken. This motion is debatable and amendable. In contrast to a motion to reconsider, there is no time limit on making a motion to rescind or a motion to amend something previously adopted (provided that no action has been taken by anyone in the interim that cannot be undone), and these motions can be moved by any member of the Committee, regardless of how he or she voted on the original question. The effect of passage of this motion is not to place the matter back before the assembly as it was just prior to a vote being taken. Instead, it either entirely nullifies the previous action or modifies it, depending upon which motion is used. For that reason, this motion should not be made if third parties have relied to their detriment on the previous

action.

PRIVILEGED MOTIONS

These motions are of such urgency or importance that they are entitled to immediate consideration, even when another motion is pending, because these motions do not relate to the pending business but have to do with special matters of immediate and overriding importance which, without debate, should be allowed to interrupt the consideration of anything else.

1. Motion to Adjourn. A motion to adjourn is always a privileged motion except when the motion is conditioned in some way, as in the case of a motion to adjourn at, or to, a future time. Such a conditional motion is not privileged and is treated just as any other main motion. A conditional motion to adjourn at or to a future time is always out of order while business is pending. However, an unconditioned, privileged motion to adjourn takes precedence over most other motions. The privileged motion to adjourn is neither debatable nor amendable, while a conditioned motion to adjourn is debatable and may be amended.

2. Motion to Recess. A motion to recess that is made when no question is pending is a main motion and should be treated as any other main motion. A motion to recess is said to be privileged if it is made when another question is pending, in which case it takes precedence over all subsidiary and incidental motions and most other privileged motions. It is not debatable and is amendable only as to the length of the recess.

**Town of Superior
Resolution Number R-62
Series 2026**

**A Resolution of the Town Council of the Town of Superior
Adopting the 2026 Advisory Committee Guidebook**

Whereas, the Town Council find it in the best interest of the public health, safety and welfare of the Town to adopt the 2026 Advisory Committee Guidebook.

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

Section 1. The 2026 Advisory Committee Guidebook is hereby adopted in the form attached hereto.

Adopted this 24th day of August, 2026.

Mark Lacis, Mayor

Attest:

Shannon Dujardin, Town Clerk



Item Number:4.d.

Information for Meeting of the Superior Town Council

Agenda Item Name:	Adoption of a Resolution of the Town Council of the Town of Superior Appointing Members to the Superior Youth Leadership Council (SYLC)
Meeting Date:	August 24, 2026
Presented By:	Matt Magley, Town Manager
Presented For:	Action Approval

Background:

Section 2-12-40 of the Superior Municipal Code addresses membership of Town Advisory Committees, including appointment of Advisory Committee members. There are currently 12 vacancies on SYLC.

In addition to interviewing with the Town Council, the SYLC's application process asks that all applicants also interview with SYLC. Applicants are also strongly encouraged to attend at least one SYLC event or program, and at least one SYLC meeting or work session prior to being considered for appointment. SYLC members and the staff liaison then provide feedback regarding the applicants for the Town Council to consider.

Scheduled under this agenda item is the Town Council's consideration to appoint or not to appoint a candidate to fill the 12 vacancies on SYLC. If no appointment is made, any vacancy will remain open, advertised, and SYLC will reinitiate their informal application process.

Superior Youth Leadership Council (SYLC) Candidates – 12 vacancies

1. Ela Patel
2. Suah (Sue) Oh

ALTERNATIVES CONSIDERED:

Make no appointments and fill vacancies at a later date.

Recommendation:

Budget Implications:**Motion:**

Move to adopt a Resolution of the Town Council of the Town of Superior appointing members to the Superior Youth Leadership Council (SYLC).

Attachments:

1. Resolution 69 SYLC Appointments 8.24.26

**Town of Superior
Resolution Number R-69
Series 2026**

**A RESOLUTION OF THE COUNCIL OF THE TOWN OF SUPERIOR, COLORADO
APPOINTING MEMBERS TO THE SUPERIOR YOUTH LEADERSHIP COUNCIL**

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

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

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

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

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

<u>Name</u>	<u>Term expires</u>
Ela Patel	August 2028
Suah Oh	August 2028

ADOPTED this 24th day of August, 2026.

Mark Lacis, Mayor

Attest:

Shannon Dujardin, Town Clerk



Item Number:4.e.

Information for Meeting of the Superior Town Council

Agenda Item Name: 2nd Quarter Financial Report

Meeting Date: August 24, 2026

Presented By: Jeff Stone, Finance Director

Presented For: Approval

Background:

Quarterly the Town Council receives a summary report reviewing the financial condition of Superior. Attached is the Q2 2026 report for the Council's review and the June 2026 income statement.

Recommendation:

Budget Implications:

Motion:

Attachments:

1. 2nd Quarter 2026 Financial Report
2. June 2026 Income Statement



QUARTERLY FINANCIAL REPORT

2nd QUARTER 2026

2nd QUARTER 2026 HIGHLIGHTS

Executive Summary:

Sales tax revenues are up (0.2%) through May (compared to 2025). The 2026 budget has sales tax at flat when compared to 2025. Vehicle use tax is down (17.1%) when compared to 2025 and is down about 20% from budget. Staff will continue to watch these revenues as more data becomes available.

Other Town revenues and expenses are generally at budgeted projections.

General Overview:

June 2026 summary of Town finances:

- *Revenues*
 - General Fund (GF) revenues up 0.8% from 2025 (slightly below 2026 budgeted levels). Most of the increase coming from grant revenue from Boulder County for the Kite Route Project. Slower property tax revenue collections, and lower miscellaneous revenue reduce the revenue increase.
 - Total Water Fund revenues up 2.8% from 2025 (at 2026 budgeted levels). Water usage higher in 2026 by 17.4% (includes 9.5% rate increase). System development fees paid in 2026 down 10.6% when compared to 2025.

Other 2026 revenues are in-line with budgets.

- *Expenses*
 - GF up 36.2% from 2025. System development fee rebates and Kite Route grant expense paid in 2026 make up the majority of the increase. Clerk expenses are higher in 2026 with new software costs in 2026. Planning and Building lower in 2026 with less building activity.
 - Water up 9.5% from 2025. The result of higher Windy Gap allotment contract and Windy Gap carriage and power expenses in 2026. Expenses still within budget.

Other 2026 expenses are in-line with expectations.

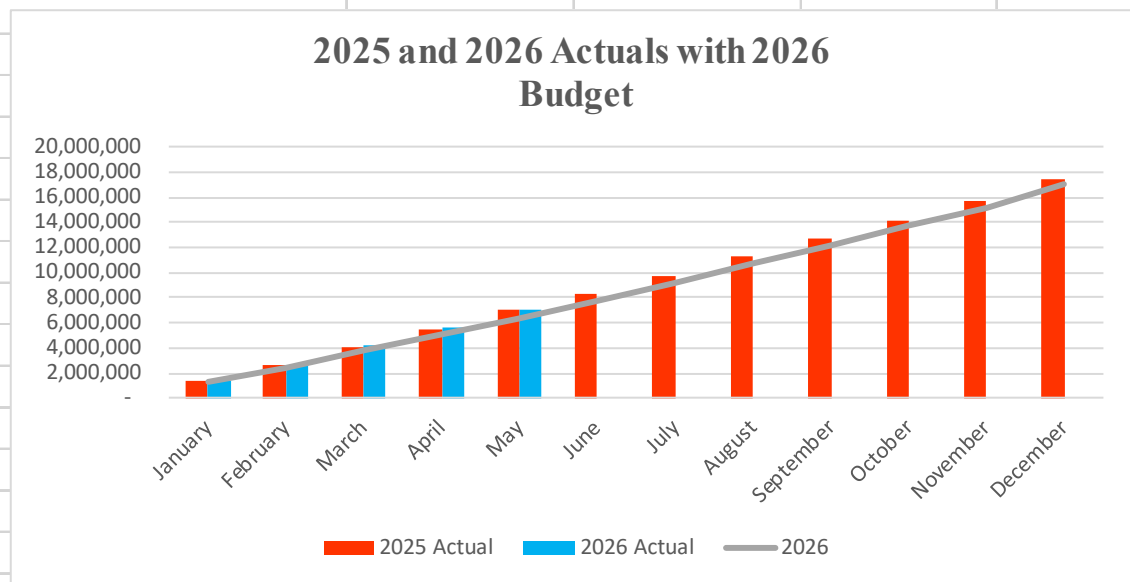
GENERAL GOVERNMENT

General Operations:

- **Revenue.** General Fund revenues are slightly below budget expectations. Staff will continue to monitor the major revenues. The following graphs summarize Superior's sales and use tax receipts as well as total General Fund revenues:



Sales Tax Revenues - Through May 2026



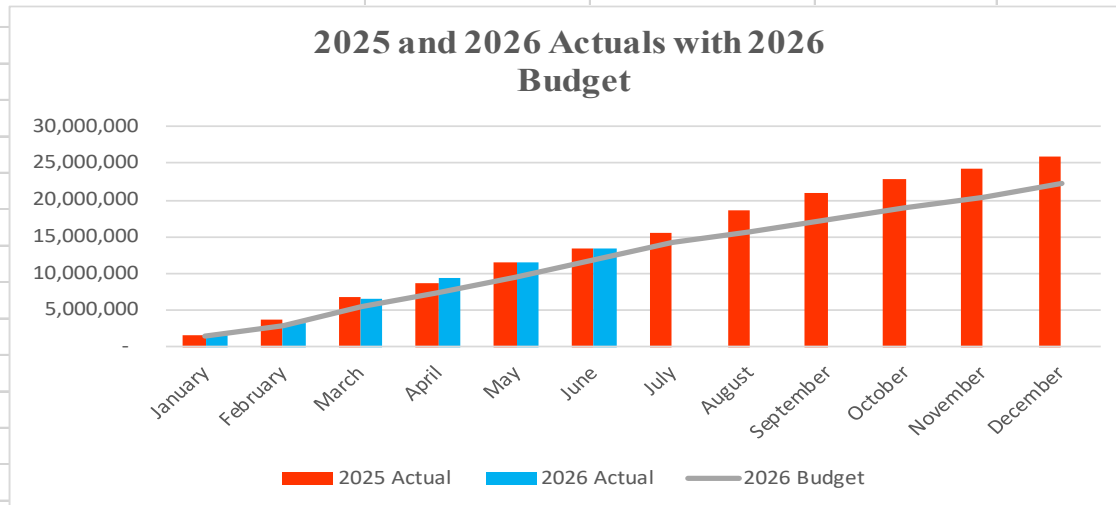
2026 YTD Change in Sales Tax Revenues

(2026 budgeted increase at 0% from 2025)

	2025	2026	Variance	
January	1,387,217	1,346,856	\$ (40,361)	-2.91%
February	2,631,559	2,643,188	11,629	0.44%
March	4,084,943	4,143,621	58,678	1.44%
April	5,494,164	5,547,102	52,938	0.96%
May	6,973,813	6,987,590	13,777	0.20%
June	8,314,998		(8,314,998)	-100.00%
July	9,737,690		(9,737,690)	-100.00%
August	11,301,145		(11,301,145)	-100.00%
September	12,738,168		(12,738,168)	-100.00%
October	14,182,613		(14,182,613)	-100.00%
November	15,700,169		(15,700,169)	-100.00%
December	17,486,147		(17,486,147)	-100.00%



General Fund Revenues - Through June 2026



2026 YTD Change in General Fund Revenues				
	2025	2026	Variance	
Sales & Use Tax	\$ 7,105,586	\$ 7,180,418	\$ 74,833	1.1%
Property Tax	3,062,274	3,020,985	(41,289)	-1.3%
Other Tax	470,534	483,549	13,015	2.8%
Licenses and Permits	789,984	545,894	(244,090)	-30.9%
Charges for Services	854,246	911,326	57,080	6.7%
Fines and Forfeitures	117,141	128,068	10,927	9.3%
Miscellaneous	999,939	1,239,520	239,581	24.0%
Total Revenues	\$ 13,399,704	\$ 13,509,761	\$ 110,056	0.8%

Notes:

- Building use tax up in 2026 when compared to 2025 with permit for affordable housing pulled in 2026. Vehicle Use Tax down 17.1% in 2026. Sales Tax up (0.2%) through May.

- Property tax collections slightly lower in 2026

- Permit and Plan Check revenues down in 2026 with less building activity.

- Charges for Services higher in 2026 with higher development review fees, facility use and recreation program fees in 2026

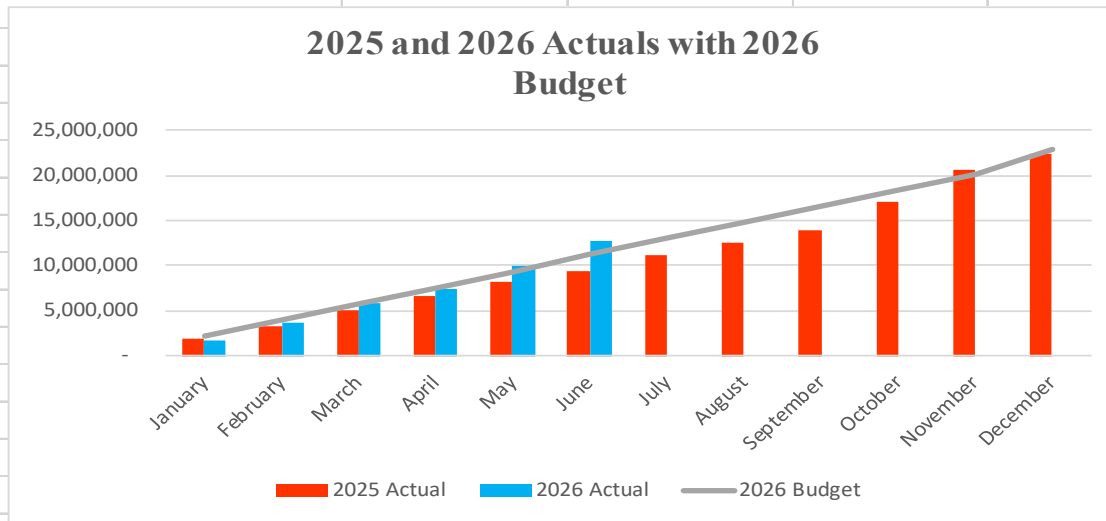
- Court Fines higher in 2026.

- Miscellaneous \$1M grant received from Boulder County for Affordable and Attainable Housing Tax (AAHT)

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



General Fund Expenses - Through Jun 2026



2026 YTD Change in General Fund Expenses

	2025	2026	Variance	
Legislative	\$ 99,391	\$ 117,912	\$ 18,520	18.6%
Judicial	63,395	66,869	3,475	5.5%
Clerk	105,906	145,681	39,775	37.6%
Administration	1,339,695	1,512,352	172,657	12.9%
Finance	323,461	350,407	26,946	8.3%
Communications	329,728	379,649	49,920	15.1%
Legal Services	293,990	310,738	16,748	5.7%
Public Safety	1,432,649	1,708,614	275,964	19.3%
Planning & Building	596,728	464,240	(132,488)	-22.2%
Parks & Recreation	1,870,601	2,071,801	201,201	10.8%
Public Works	1,450,293	1,464,629	14,336	1.0%
Non-Departmental	1,017,246	3,763,006	2,745,760	269.9%
Fire - Building Rebates	34,424	10,374	(24,051)	-69.9%
Library	452,048	450,433	(1,615)	-0.4%
Total Expenses	\$ 9,409,555	\$ 12,816,705	\$ 3,407,150	36.2%

Notes:				
- Legislative: Higher Council Special funds spent in 2026				
- Clerk: New civic plus software in 2026.				
- Administration: Archiving services higher in 2026, higher economic development expenses, increase in chamber support in 2026				
- Finance: Added timekeeping software				
- Communications: Payroll costs higher with position converted from P/T to F/T				
- Planning & Building: Inspection services lower with less building activity in 2026				
- Parks & Recreation: Higher full-time and part-time salaries with new position and civic space open full year in 2026, building maintenance higher in 2026. All lines still within budget.				
- Public Works: Higher salaries and payroll cost with reclassification of position from Parks to Public Works, lower snow removal and material costs for first part of the year.				
- Non Departmental: System development fee rebate paid in 2026. Kite Route payments of \$2.1M paid from grants received. All expenses still within budget.				

Government Capital:

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

GOVERNMENTAL CIP					
Project	Additional Description	Budget	Cost	Final Cost (If Project In Multiple Years)	Status
Fence Maintenance	Yearly contract for fence maintenance throughout Town	50,000			Planning - Expect to spend all of this on Town-owned Fence Repair
Irrigation Upgrades	Combine irrigation clocks and flow-sensing abilities to increase efficiencies in irrigation systems throughout Town	50,000			Planning - Expect to spend all of this as we continue to upgrade irrigation clocks and systems for improved efficiencies
Tree, Plant and Shrub Enhancement	Preserve, upgrade, maintain and replace plant materials.	230,000			\$50k spent on 1st round of tree planting, expect to spend all with 2nd round of plantings and on-going tree care
Vehicles	Replace Skin Steer parts	50,000			Planning - Expect to spend all
Community Center Building Impr.	Reception desk project	120,000			In progress - \$157,537 spent to date. Overspend this budget due to project and regular building maintenance needs

Public Works/Parks Maintenance Operation Building	Construction for combined Public Works and Parks maintenance building near WWTP	662,500			Construction ongoing, estimated completion early 2027.
Capital Building Maintenance	On-going project to maintain aging parks buildings and restrooms	15,000			In progress - Expect to spend all
Playground Improvements	Projects directed by Town Council and Committee	100,000			In progress - Expect to spend all
Shade Structures and Tree Additions	Addition of shade structures and trees for existing playgrounds in larger parks. Priority parks: Cabin, Castle, Big and Little Sagamore, Children's, Wildflower and North Pool	50,000			Planning - Expect to spend all
Xeriscaping Projects	Ongoing enhancements throughout Town	100,000			Planning - Expect to spend all
Park Improvements - Shrub Bed	Multi-year project to replace the original evergreen shrubs installed at the inception of Rock Creek Ranch	75,000			In progress - Expect to spend all
Dog Park Renovations	Ongoing irrigation improvements, soil and sod amendments at Autrey Dog Park	25,000			In progress - Expect to spend all
Park Improvements - Other	General improvements throughout Town	75,000			In progress - Expect to spend all
Park Furniture Replacement	Multi-year project to replace the original, decaying wood park furniture.	25,000			In progress - Expect to spend all
Historic Projects	Phase 2 Miner's Memorial & interpretive signage	50,000			In progress, will spend all on bronze statue
Parking Lot Improvements	North Pool parking lot	70,000			Design - this will be spent during the N. Pool Renovation Project
Community Park Playground Improvements	Construction of new playground	550,000			In progress - expect to over spend
Public Art Acquisition	Projects developed via the Creative Placemaking Master Plan	70,000			In progress - Expect to spend all
Traffic Signal System Upgrades	Software and traffic detection upgrades along Rock Creek Parkway and Coalton	80,000			Complete. Waiting on invoice.
Vehicles	Replacement of two pick-up trucks	60,000			Vehicles ordered and awaiting delivery.
Public Works/Parks Maintenance Operation Building	Finish construction for combined Public Works and Parks maintenance building near WWTP including furniture.	662,500			Construction ongoing, estimated completion early 2027.
Street Replacement Program	Design, maintenance and construction of Superior's roadways. 2026 project includes improvements to 5th Avenue plus alley treatment, repave Honey Creek Lane	900,000			Construction underway on all projects. All projects to be completed late 2026.

McCaslin Pedestrian Crossing	This project is an at-grade crossing of McCaslin Blvd, north of Rock Creek Parkway and south of Discovery Parkway. This project is 82.79% DRCOG grant funded with design and construction being completed in 2026.	604,000			Design ongoing, construction to start late 2026.
Street Sealing (Slurry Seals)	Slurry seal to extend life of asphalt. Will review needs in Rock Creek	200,000			Pricing received for Rock Creek Circle and will start following completion of Rock Creek Parkway reconstruction.
Traffic Calming	Install traffic calming measures as recommended by the Traffic and Safety Committee	25,000			Flex post installed and school flasher ordered for 88th Street. Review other requests as they arise.
Landscape Code Update	The proposed Landscape Code Update will reflect and support recent water-related updates to strategic and policy documents.	80,000			In Procurement
Energy Code Update	Superior proposes hiring a part-time Building & Code Analyst, obtaining contractor technical support for building policy, and expanding existing building contractor services to include additional support for energy code adoption, review and inspections.	50,000			Part-time Building & Code Analyst started April 7th. SafeBuilt Energy Code Specialist started April 8th (6 hrs. per week for year 1)
Sustainability Enhancements	Allocation for this project is intended to provide funding for grant matches to pursue sustainability enhancements	232,000			TBD
Enhanced Town Facility Communications	Multi-year project, adding cameras throughout the community for enhanced safety and security	20,000	16,329		Security Central Upgrades complete
Server Replacement	Servers typically on a five-year replacement schedule. 2026 projects Granicus & Tricaster	50,000			Installed Tricaster; finalizing configurations with vendor
AV/Town Boardroom Equipment Improvements	On-going improvements of Town Boardroom audio visual equipment.	20,000			Planning, Vote System, Tricaster Support
Building Capital Maintenance	On-going project to maintain aging Town buildings	15,000			Planning; Town Hall Windows finished 2025 project; Suite 220 walls
Comprehensive Plan Update	Update to Town's Comprehensive Plan and Transportation Plan (Total budget between 2024 & 2025 \$300,000 50% grant funded)				Completing close-out, waiting on final invoices

- **2025 Capital Improvement Program (CIP) Fund:** Revenues at expectations.

2025 CAPITAL IMPROVEMENT PROGRAM					
Project	Additional Description	Budget	Cost	Final Cost (If Project In Multiple Years)	Status
Community Center Structural Improvements	Superior Community Center structural improvements	1,500,000			Bids received and project to be awarded by Council at 7/13 meeting. Construction to be complete this year.
North Pool Renovations	North Pool reconstruction	5,270,000			Construction contract awarded and construction to start in September.
South Pool Renovations	South Pool reconstruction	270,000			Construction contract awarded and construction to start in September.
Rock Creek Parkway - Indiana to 88th Street	Finishing street improvements on Rock Creek Parkway. Indiana Street to 88th Street	3,000,000			Construction ongoing and to be completed late 2026.
Rock Creek Parkway - Honey Creek to Coalton	Finishing street improvements on Rock Creek Parkway, from Honey Creek Lane to Coalton Road	2,200,000			Construction ongoing and to be completed late 2026.
Indiana Street Improvements	Completion of street improvements on Indiana Street from W Torreys Peak to McCaslin Blvd.	2,000,000			Construction ongoing and to be completed August 2026.

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

CTF					
Project	Additional Description	Budget	Cost	Final Cost (If Project In Multiple Years)	Status
Pool Repairs and Improvements	Annual maintenance of North and South Pools (2025 Carryover Project - Budget Amendment will be needed)	75,000			\$186,550 spent on new pool filter at South Pool, additional repairs to circulation and filtration systems brings expenses up to \$215,053. Additional expenses may be needed to keep aging pool systems running this summer
Tree, Plant and Shrub Enhancement	Preserve, upgrade, maintain and replace plant materials.	75,000			In progress, expect to spend all

Class 1 Landscape:

- Revenue. At expectations. Revenue is generated from a monthly residential landscape fee, which increased 9% in 2026 (\$40.14 for single family detached home, \$33.46 for condominium/duplex, \$26.76 for apartment).
- Operating Expenditures. At budget expectations.

Open Space:

- Revenue. At expectations. Revenue is generated from an on-going 0.3% dedicated open space sales and use tax approved by Town voters in 2001.
- Operating Expenditures. At budget expectations.
- Capital Expenditures:

OPEN SPACE					
Project	Additional Description	Budget	Cost	Final Cost (If Project In Multiple Years)	Status
Land	Property Acquisition	1,365,000			\$1,127,485 spent. received reimbursement from MHFD for \$706,200
Master Plan Implementation	Various Open Space improvements per the Master Plan to include: trail and habitat improvements, interpretive signage, etc.	50,000			On-going, expect to spend all
Open Space Fuel Mitigation	Mitigation of vegetation, funded by HMGP Grant.	674,496			On-going wildfire mitigation efforts supported by BOCO SFMG (50%match), and FEMA HMGP (17.4% match)

Open Space Debt Service:

Debt was issued in 2006 for open space purchases. The Town took advantage of our one opportunity to refund this debt, which resulted in materially lower annual debt service payments (from roughly \$525k to \$395k) beginning partially in 2016 and then fully in 2017. This portion of the debt will be paid off in 2026. Additional debt was issued in 2020 for the Coyote Ridge land purchase. Debt service is supported by an on-going 0.3% dedicated sales and use tax approved by Town voters in 2001. Debt service payments are scheduled through 2040.

Waste Collection:

- Revenue. At expectations. Revenue is generated from a monthly trash, recycling, and composting fee for residential accounts in Original Town, Sagamore, Coal Creek Crossing, Rogers Farm, Calmante I/II, The Ridge, Lanterns, Downtown Superior and Superior (Autrey) Shores. The Town began this service in 2008. The Town bills customers for this service. This fee is a pay as you throw model based on the size of the customers trash bin. 2026 prices, 35 Gallon (\$19.85/month), 65 Gallon (\$31.85/month), 95 Gallon (\$43.85/month)
- Expenditures. At expectations. The exclusive expense for this operation is the billing from our trash and recycling provider, Republic Service.

Marshall Fire Recovery Efforts:

- Revenue. At expectations. Revenue is generated from an on-going 0.16% dedicated sales and use tax approved by Town voters in 2022. This tax will expire in 10 years (12/31/32).
- Operating Expenditures. Revenues will be transferred to the CIP fund to support recovery projects.

SUPERIOR URBAN RENEWAL AUTHORITY – DOWNTOWN SUPERIOR

All property tax increment revenues from Downtown Superior are collected in this fund. SURA property tax increment revenues include all property tax revenue increases over the base year (2013). The incremental property tax revenues will be used to pay for a portion of public improvements inside Downtown Superior built by Metropolitan Districts and the developer. A portion of these revenues attributable to a mill levy imposed by Mountain View Fire Rescue (10 mills) and any increases in the mill levy imposed by any of the Town of Superior, Louisville Fire, Boulder County or the Boulder Valley School District (BVSD) above the base year 2013 mill levy will be returned to these governmental entities. In 2026, Mountain View Fire will receive \$360,000, Louisville Fire \$59,000, BVSD \$128,000, and the Town of Superior \$215,000.

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

SUPERIOR/MCCASLIN INTERCHANGE METROPOLITAN DISTRICT

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

- Revenue. At budget expectations.
- Operating Expenditures. At budget expectations.
- Capital Expenditures: At expectations.

SMID					
Project	Additional Description	Budget	Cost	Final Cost (If Project In Multiple Years)	Status
Traffic Signal System Upgrades	Project includes safety and performance upgrades for both Marshall/Sycamore and Marshall/Center intersections.	160,000			Design ongoing, procurement/install scheduled for fall 2026
Marshall/McCaslin Bike-Ped and Signal Improvements	Add bike lanes, enhanced pedestrian facilities, right-turn lane and replace traffic signal pole (Pursuing 50% grant funding)	1,311,172			Design ongoing, construction to start early 2027 due to delays in CDOT approvals.

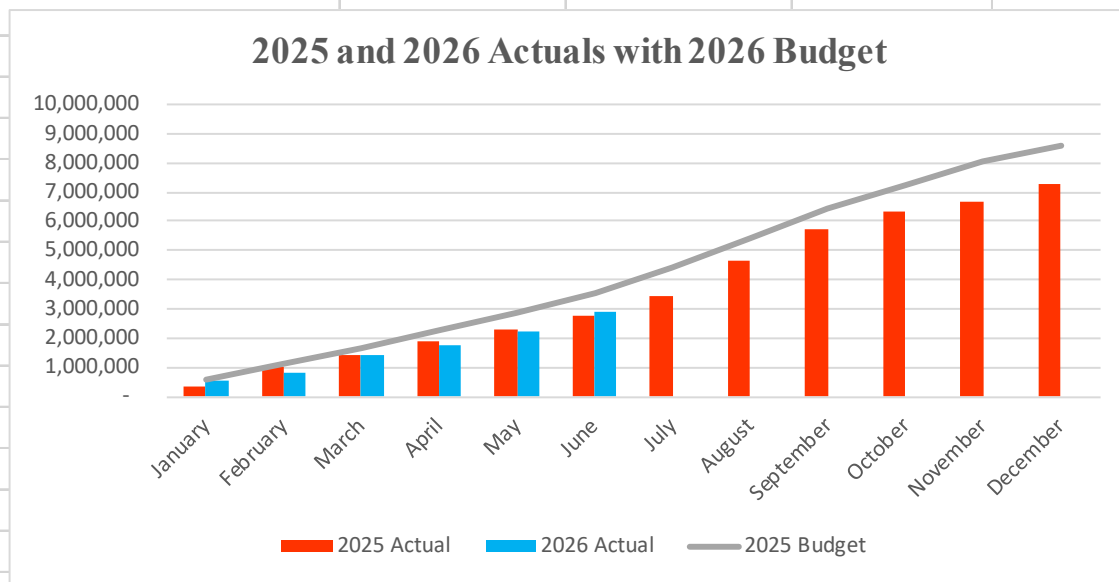
UTILITIES

Utility Operations:

- **Revenue.** Monthly utility service fee revenues are at expectations. 2026 utility service charge/fee increases include water operation at 9.5%, sewer operation at 7.5%, and storm at 7.5%.



Water Revenues - Through June 2026



2026 YTD Change in Water Revenues				
	2025	2026	Variance	
Charges for Services	\$ 1,335,910	\$ 1,568,078	\$ 232,168	17.4%
Miscellaneous Revenue (primarily Tap/System Development Fees)	1,453,519	1,299,864	(153,655)	-10.6%
Total Revenues	\$ 2,789,429	\$ 2,867,942	\$ 78,513	2.8%

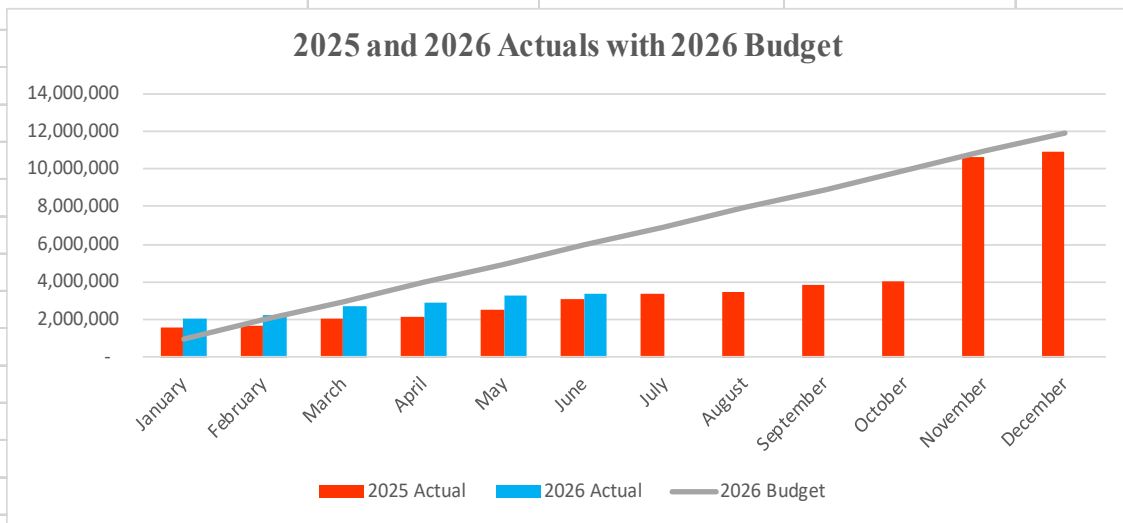
Notes:

Water charges for services up when compared to 2025. Lower, one-time, system connection fees received in 2026 when compared to 2025.

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



Water Expenses - Through June 2026



2026 YTD Change in Water Expenses				
	2025	2026	Variance	
Administration	\$ 26,934	\$ 31,372	\$ 4,438	16.5%
Water Supply	573,839	367,914	(205,925)	-35.9%
Water Treatment	183,030	190,547	7,518	4.1%
Water Storage & Distribution	143,508	92,569	(50,939)	-35.5%
Non-Departmental	1,824,602	2,349,646	525,044	28.8%
Capital Projects	337,139	349,333	12,194	3.6%
Total Expenses	\$ 3,089,051	\$ 3,381,382	\$ 292,331	9.5%

Notes:

- Administration: Water conservation program expenses higher in 2026.
- Water Supply: Leased water in 2026, Windy Gap Carriage & Power costs higher in 2026, SWSP costs haven't been paid in 2026 and were paid in 2nd quarter 2025 making up the decrease.
- Water Treatment: Chemical costs higher in 2026
- Water Storage & Distribution: Water meter expenses lower in 2026, fewer line repairs as well
- Non Departmental: Windy Gap Allotment Contract higher in 2026, at budget level for 2026.

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

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

Utility Capital:

- **Water:**

WATER CIP					
Project	Additional Description	Budget	Cost	Final Cost (If Project In Multiple Years)	Status
Repair & Maint Treatment Plant - Filter Media Replacement	Cleaning of filter media in finished potable water filters (10-year replacement schedule)	30,000	23,157		Completed
Granular Activated Carbon (GAC) System	Replace Granulated Carbon in two tanks	159,135			On-hold, pending drought conditions in 2026
Reuse System Upgrades	Replace the liner on the irrigation storage bladder tank	1,000,000			Draft Bids docs complete and under review - Bid docs to be published end of summer. Construction to proceed in the fall after irrigation season
Smart Meters	Replace all water meters in town with smart meters. 50% grant funded project if awarded	2,250,000			Grant not awarded. Town budgeting for smart meters in future years.
Water Pump Station Upgrades	Upgrade and maintain system as needed	80,000			Planning
WTP Building Maintenance	Replacing doors, windows and HVAC at Water Treatment Plant	60,000			Planning
WTP Sludge Drying Beds	State to require water treatment plants to provide a solids handling facility as a means of dewatering sludge before sending to landfills. 2026 work includes finishing new backwash liner and sludge pumping station (\$1.6M). Of the \$1.6M construction cost EPA grant will pay 80%. Construction Mgmt. will be \$30K.	1,630,000			Project documents in review with the EPA - Working on Bid documents

Potable & Irrigation Valve Installation	Multi-year project started in 2017 to install isolation valves, blow offs and/or hydrants for the reuse mainlines. Currently there is no way to repair some mains without shutting down entire areas of the system	70,000			Valves to be installed as needed in 2026.
Fire Hydrant Replacement	On-going project to replace old and damage hydrants	26,000			Hydrants to be replaced as needed in 2026.
WTP Chemical Pump Maintenance	Purchase two replacement chemical feed pumps. Typical replacement cycle is every four to five years.	20,000			Pumps operating well, secondary pump being ordered.
FRICO Pipeline Maintenance	This project provides for valve repair and replacement, general line repair and maintenance for the FRICO pipeline. Repairs are assumed every other year.	50,000			Maintenance completed as need in coordination with FRICO.
Vehicles	Replacement of two pick-up trucks	30,000			Vehicles ordered and awaiting delivery.
Public Works/Parks Maintenance Operation Building	Construction for combined Public Works and Parks maintenance building near WWTP	1,325,000			Construction ongoing, estimated completion early 2027.
Water Storage Tanks Cleaning	This project provides for replacing the access hatches on all the potable water storage tanks	62,000			All tanks have been cleaned and hatches are being selected and then ordered

- **Sewer:**

SEWER CIP					
Project	Additional Description	Budget	Cost	Final Cost (If Project In Multiple Years)	Status
Town wide Collection System Video Assessment	Video assessment of the existing sewer collection system to identify conditions of mainline pipe and service connections. This six-year cycle began in 2023	40,000	28,228		CCTV work completed.
WWTP Miscellaneous Improvements	Provide a reserve for yet to be identified capital improvements at the wastewater treatment plant.	50,000			Funds to be used as project needs arise.
WWTP Building Upgrades	Replace doors, windows and roof at WWTP	40,000			Planning
WWTP Biological Nutrient Removal	Add an additional blower in aeration basin	150,000			Quote received under review then prepare contract for purchase
WWTP Process Pumps	Replace two RAS pumps and two AWT pumps	280,000			Equipment ordered - piping and electrical work proceeding before pumps arrive
WWTP Controls Equipment Upgrades	Programmable Logic Controllers (PLC's) and Variable Frequency Drives (VFD's) upgrades	65,000			Equipment ordered
Sanitation Sewer Manhole & Line Rehab	Rehabilitation of sewer manholes with infiltration issues and sagging pipelines as needed	75,000			Funds to be used as project needs arise.
WWTP Filter Media Repair	Clean WWTP filter media	35,000	25,327		Complete
Vehicles	Replacement of two pick-up trucks	18,000			Vehicles ordered and awaiting delivery.

- **Storm:**

STORM CIP					
Project	Additional Description	Budget	Cost	Final Cost (If Project In Multiple Years)	Status
Vehicles	Replacement of two pick-up trucks	12,000			Vehicles ordered and awaiting delivery.
Reservoir and Ponds Maintenance	Ongoing program of general pond and reservoir maintenance for the Storm Water system.	150,000			88th Street Pond work ongoing. Working with Mile High Flood District on drainage improvements and pond maintenance. Internal crews cleaning ponds as needed.

Town of Superior

2nd Quarter 2026 Financial Report

GENERAL					
	2025 YTD	2026 YTD	% Change	Annual Budget	(50% of Year) % of Budget
REVENUE					
Taxes	\$10,638,394	\$10,684,953	0%	\$19,010,843	56%
License & Permit	789,984	545,894	-31%	498,000	110%
Charges for Services	854,246	911,326	7%	1,825,797	50%
Fines	117,141	128,068	9%	175,000	73%
Miscellaneous	484,760	1,239,520	156%	676,500	183%
TOTAL REVENUE	\$12,884,526	\$13,509,761	5%	\$22,186,140	61%
EXPENDITURE					
Legislative	\$99,391	\$117,912	19%	\$185,567	64%
Judicial	63,395	66,869	5%	132,395	51%
Clerk	105,906	145,681	38%	305,921	48%
Administration	1,339,695	1,512,352	13%	3,066,341	49%
Finance	323,461	350,407	8%	705,800	50%
Communications	329,728	379,649	15%	767,152	49%
Legal Services	293,990	310,738	6%	680,000	46%
Public Safety	1,432,649	1,708,614	19%	3,298,216	52%
Planning & Building	596,728	464,240	-22%	773,509	60%
Parks and Recreation	1,870,601	2,071,801	11%	4,768,400	43%
Public Works	1,450,293	1,464,629	1%	3,078,138	48%
Non-Departmental	1,017,246	3,763,006	270%	4,469,445	84%
Library	452,048	450,433	0%	456,000	99%
Marshall Fire - Building Rebates	34,424	10,374	-70%	150,000	7%
TOTAL EXPENDITURE	\$9,409,555	\$12,816,705	36%	\$22,836,884	56%

(1) Lower court fines from extra patrols in late 2024 collected in early 2025 and not as much in 2026.

(2) Kite Route "grant" 1M received in 2026.

(3) Council Special funds higher in 2026.

(4) Computer software paid earlier in 2026.

(5) System development fee rebates paid in 2026, 2.1M paid to Kite Route Crossing.

Town of Superior

2nd Quarter 2026 Financial Report

CAPITAL IMPROVEMENT PROGRAM					
	2025 YTD	2026 YTD	% Change	Annual Budget	(50% of Year) % of Budget
REVENUE					
Taxes	\$789,509	\$797,823	1%	\$1,530,000	52%
Miscellaneous	294,417	311,959	6%	4,066,200	8%
TOTAL REVENUE	\$1,083,926	\$1,109,782	2%	\$5,596,200	20%
EXPENDITURE					
Parks and Recreation	\$418,395	\$1,116,458	167%	\$2,367,500	47%
Public Works	1,106,838	414,443	-63%	2,531,500	16%
Non-Departmental	1,248,764	176,465	-86%	467,500	38%
TOTAL EXPENDITURE	\$2,773,997	\$1,707,367	-38%	\$5,366,500	32%

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

Town of Superior

2nd Quarter 2026 Financial Report

2025 CAPITAL IMPROVEMENT PROGRAM					
	2025 YTD	2026 YTD	% Change	Annual Budget	(50% of Year) % of Budget
REVENUE					
Taxes	\$0	\$0	N/A	\$0	N/A
Bond Proceeds	17,245,147	0	N/A	0	N/A
Miscellaneous	39,202	305,317	679%	293,000	104%
TOTAL REVENUE	\$17,284,349	\$305,317	-98%	\$293,000	N/A
EXPENDITURE					
Parks and Recreation	\$154,322	\$315,172	104%	\$7,040,000	4%
Public Works	279,996	50,829	-82%	7,200,000	1%
TOTAL EXPENDITURE	\$434,318	\$366,001	-16%	\$14,240,000	3%

2025 CAPITAL IMPROVEMENT PROGRAM - DEBT SERVICE					
	2025 YTD	2026 YTD	% Change	Annual Budget	49% % of Budget
REVENUE					
Taxes	\$550,212	\$837,714	52%	\$1,597,000	52%
Bond Proceeds	323,253	0	N/A	0	N/A
Miscellaneous	3,181	15,793	396%	31,000	51%
TOTAL REVENUE	\$876,646	\$853,507	-3%	\$1,628,000	N/A
EXPENDITURE					
Paying Agent Fees	\$0	\$400	N/A	\$1,500	N/A
Bank Fees	0	0	N/A	1,000	N/A
Bond Issuance Costs	323,253	0	N/A	0	N/A
Principal	0	0	N/A	370,000	N/A
Interest	0	414,213	N/A	828,425	N/A
TOTAL EXPENDITURE	\$323,253	\$414,613	N/A	\$1,200,925	N/A

(1) This fund will include project costs as the year goes on and will be spending down the bond proceeds.

(2) This fund will collect the sales and use tax and pay the yearly debt service.

Town of Superior

2nd Quarter 2026 Financial Report

CONSERVATION TRUST					
	2025 YTD	2026 YTD	% Change	Annual Budget	(50% of Year) % of Budget
REVENUE					
Conservation Trust	\$73,441	\$77,106	5%	\$150,000	51%
Miscellaneous	4,711	2,133	-55%	2,000	107%
TOTAL REVENUE	\$78,152	\$79,239	1%	\$152,000	52%
EXPENDITURE					
Capital	\$59,493	\$269,937	354%	\$150,000	180%
TOTAL EXPENDITURE	\$59,493	\$269,937	354%	\$150,000	180%

CLASS ONE LANDSCAPE					
	2025 YTD	2026 YTD	% Change	Annual Budget	(50% of Year) % of Budget
REVENUE					
Landscape Maintenance Fee	\$1,094,998	\$1,203,472	10%	\$2,416,000	50%
Miscellaneous	17,260	6,433	-63%	16,000	40%
TOTAL REVENUE	\$1,112,258	\$1,209,905	9%	\$2,432,000	50%
EXPENDITURE					
Maintenance	\$806,410	\$1,029,023	28%	\$2,571,519	40%
TOTAL EXPENDITURE	\$806,410	\$1,029,023	28%	\$2,571,519	40%

Town of Superior

2nd Quarter 2026 Financial Report

OPEN SPACE					
	2025 YTD	2026 YTD	% Change	Annual Budget	(50% of Year) % of Budget
REVENUE					
Taxes	\$129,509	\$137,823	6%	\$870,000	16%
Miscellaneous	58,994	12,122	-79%	1,465,314	1%
TOTAL REVENUE	\$188,503	\$149,945	-20%	\$2,335,314	6%
EXPENDITURE					
Maintenance	\$169,688	\$183,135	8%	\$441,148	42%
Fuels Mitigation	96,050	562,184	485%	674,496	83%
Capital	24,118	1,276,750	5194%	1,415,000	90%
TOTAL EXPENDITURE	\$289,856	\$2,022,070	598%	\$2,530,644	80%

(2) Includes land purchase of 1.1M

OPEN SPACE DEBT SERVICE					
	2025 YTD	2026 YTD	% Change	Annual Budget	(50% of Year) % of Budget
REVENUE					
Taxes	\$660,000	\$660,000	0%	\$660,000	100%
Miscellaneous	7,379	5,888	-20%	5,000	118%
TOTAL REVENUE	\$667,379	\$665,888	0%	\$665,000	100%
EXPENDITURE					
Bank Fees	\$400	\$400	N/A	\$1,000	40%
Principal	380,000	390,000	N/A	390,000	100%
Interest	141,403	137,318	N/A	270,443	51%
TOTAL EXPENDITURE	\$521,803	\$527,718	N/A	\$661,443	80%

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

Town of Superior

2nd Quarter 2026 Financial Report

WASTE COLLECTIONS					
	2025 YTD	2026 YTD	% Change	Annual Budget	(50% of Year) % of Budget
REVENUE					
Charges for Service	\$139,730	\$208,143	49%	\$413,000	50%
TOTAL REVENUE	\$139,730	\$208,143	49%	\$413,000	50%
EXPENSE					
Trash and Recycling	\$95,781	\$138,167	44%	\$413,000	33%
TOTAL EXPENSE	\$95,781	\$138,167	44%	\$413,000	33%

SUPERIOR URBAN RENEWAL AUTHORITY - DOWNTOWN SUPERIOR					
	2025 YTD	2026 YTD	% Change	Annual Budget	(50% of Year) % of Budget
REVENUE					
Taxes	\$4,929,158	\$5,851,097	19%	\$7,416,000	79%
Miscellaneous	294	2,311	686%	1,000	231%
TOTAL REVENUE	\$4,929,452	\$5,853,409	19%	\$7,417,000	79%
EXPENDITURE					
Administration	\$73,254	\$83,933	15%	\$111,200	75%
Bank Fees	54	90	67%	500	18%
Transfer to Developer/Districts	4,324,295	5,246,680	21%	6,582,335	80%
Transfer to BVSD	78,107	86,322	11%	128,367	67%
Transfer to Louisville Fire	38,645	39,989	3%	63,211	63%
Transfer to Superior	124,908	145,092	16%	205,006	71%
Transfer to Mtn View Fire	198,522	243,168	22%	326,381	75%
TOTAL EXPENDITURE	\$4,837,785	\$5,845,274	21%	\$7,417,000	79%

(1) Higher percentage of taxes collected in the first quarter of 2025 than in 2024.

Town of Superior

2nd Quarter 2026 Financial Report

SUPERIOR/MCCASLIN INTERCHANGE METROPOLITAN DISTRICT					
	2025 YTD	2026 YTD	% Change	Annual Budget	(50% of Year) % of Budget
REVENUE					
Taxes	\$535,418	\$637,136	19%	\$694,000	92%
Intergovernmental	-	-	0%	36,696	0%
Miscellaneous	41,263	29,480	-29%	1,286,938	2%
TOTAL REVENUE	\$576,681	\$666,616	16%	\$2,017,634	33%
EXPENDITURE					
Administration	\$103,120	\$110,181	7%	\$211,470	52%
Maintenance	174,575	198,267	14%	16,180	1225%
Capital	119,391	107,159	-10%	1,471,172	7%
TOTAL EXPENDITURE	\$397,086	\$415,607	5%	\$1,698,822	24%

(1)

MARSHALL FIRE RECOVERY EFFORTS					
	2025 YTD	2026 YTD	% Change	Annual Budget	(50% of Year) % of Budget
REVENUE					
Taxes	\$421,071	\$425,506	1%	\$815,000	52%
Miscellaneous	4,934	1,406	-71%	5,000	N/A
TOTAL REVENUE	\$426,005	\$426,912	N/A	\$820,000	52%
EXPENDITURE					
Transfers Out	\$0	\$0	N/A	\$820,000	N/A
TOTAL EXPENDITURE	\$0	\$0	N/A	\$820,000	N/A

(1)

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

Town of Superior

2nd Quarter 2026 Financial Report

WATER					
	2025 YTD	2026 YTD	% Change	Annual Budget	(50% of Year) % of Budget
REVENUE					
Charges for Service	\$1,335,910	\$1,568,078	17%	\$ 4,137,750	38%
Miscellaneous	1,453,519	1,299,864	-11%	4,478,000	29%
TOTAL REVENUE	\$2,789,429	\$2,867,942	3%	\$8,615,750	33%
EXPENSE					
Administration	\$26,934	\$31,372	16%	\$60,968	51%
Water Supply	573,839	367,914	-36%	1,277,564	29%
Water Treatment	183,030	190,547	4%	624,525	31%
Water Storage & Distribution	143,508	92,569	-35%	499,900	19%
Non-Departmental	389,234	366,473	-6%	2,648,411	14%
Capital Projects	1,772,507	2,332,506	32%	6,792,135	34%
TOTAL EXPENSE	\$3,089,052	\$3,381,382	9%	\$11,903,503	28%

SEWER					
	2025 YTD	2026 YTD	% Change	Annual Budget	(50% of Year) % of Budget
REVENUE					
Charges for Service	\$1,174,520	\$1,292,069	10%	\$2,499,819	52%
Miscellaneous	296,005	434,522	47%	1,414,108	31%
TOTAL REVENUE	\$1,470,525	\$1,726,591	17%	\$3,913,927	44%
EXPENSE					
Administration	\$11,563	\$7,794	-33%	\$13,215	59%
Waste Water Collection	17,582	24,287	38%	89,630	27%
Waste Water Treatment	398,303	384,625	-3%	1,162,220	33%
Non-Departmental	345,582	357,642	3%	1,305,754	27%
Capital Projects	2,056,853	298,677	-85%	753,000	40%
TOTAL EXPENSE	\$2,829,883	\$1,073,025	-62%	\$3,323,819	32%

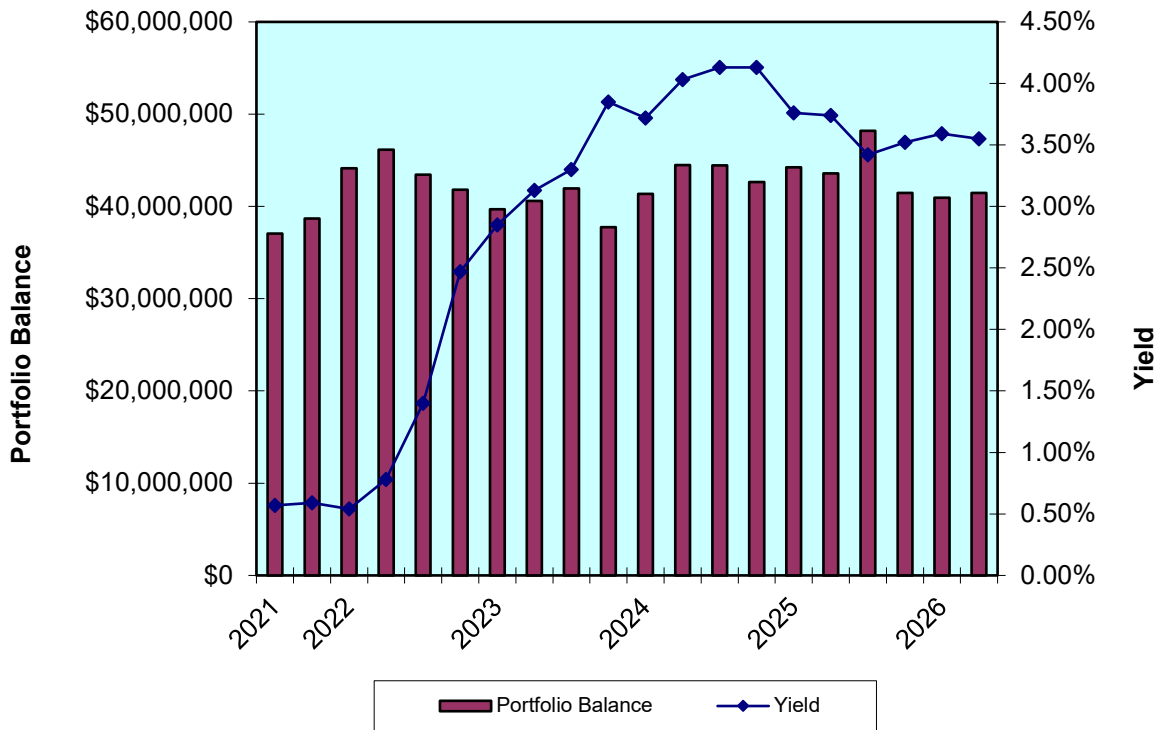
(1) System Development Fees high in 2026

Town of Superior

2nd Quarter 2026 Financial Report

STORM DRAINAGE					
	2025 YTD	2026 YTD	% Change	Annual Budget	(50% of Year) % of Budget
REVENUE					
Charges for Service	\$203,350	\$211,519	4%	\$437,000	48%
Miscellaneous	282,008	128,054	-55%	227,500	56%
TOTAL REVENUE	\$485,358	\$339,573	-30%	\$664,500	51%
EXPENSE					
Administration	\$42,687	\$21,345	-50%	\$145,105	15%
Storm Drainage	18,545	29,239	58%	84,520	35%
Non-Departmental	128,294	134,864	5%	235,024	57%
Capital Projects	96,760	864	-99%	162,000	1%
TOTAL EXPENSE	\$286,286	\$186,312	-35%	\$626,649	30%

Town of Superior Investment Portfolio Summary



Year - Quarter	Portfolio Balance	Yield
2021 - 3rd	37,044,272	0.57%
2021 - 4th	38,683,638	0.59%
2022 - 1st	44,147,641	0.54%
2022 - 2nd	46,148,832	0.78%
2022 - 3rd	43,439,737	1.40%
2022 - 4th	41,792,798	2.47%
2023 - 1st	39,686,483	2.85%
2023 - 2nd	40,605,070	3.13%
2023 - 3rd	41,946,590	3.30%
2023 - 4th	37,735,200	3.85%
2024 - 1st	41,356,053	3.72%
2024 - 2nd	44,481,707	4.03%
2024 - 3rd	44,443,284	4.13%
2024 - 4th	42,636,174	4.13%
2025 - 1st	44,226,211	3.76%
2025 - 2nd	43,565,694	3.74%
2025 - 3rd	48,190,301	3.42%
2025 - 4th	41,454,400	3.52%
2026 - 1st	40,936,503	3.59%
2026 - 2nd	41,448,614	3.55%

2021

2022

2023

2024

2025

2026

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-31-1100 REAL & PERSONAL PROPERTY TAXES	369,045.18	2,602,302.01	3,782,006.00	1,179,703.99	68.8
10-31-1110 LIBRARY PROPERTY TAX	45,631.81	321,536.11	456,000.00	134,463.89	70.5
10-31-1200 SPECIFIC OWNERSHIP TAXES	13,418.11	86,453.75	197,000.00	110,546.25	43.9
10-31-1210 SPECIFIC OWNER TAXES-LIBRARY	1,659.70	10,693.54	25,000.00	14,306.46	42.8
10-31-1300 GENERAL SALES TAX	990,433.54	6,247,759.25	12,000,837.00	5,753,077.75	52.1
10-31-1302 LOUISVILLE REV SHARE-SALES TAX	13,381.90	82,512.47	125,000.00	42,487.53	66.0
10-31-1310 USE TAX--VEHICLE	80,205.38	444,149.60	1,175,000.00	730,850.40	37.8
10-31-1320 USE TAX--BUILDING	33,380.74	405,996.98	360,000.00	(45,996.98)	112.8
10-31-1400 CIGARETTE TAX	1,318.41	6,635.58	20,000.00	13,364.42	33.2
10-31-1610 PUBLIC SERVICE CO FRANCHISE TX	22,884.33	230,464.67	410,000.00	179,535.33	56.2
10-31-1620 CABLE TELEVISION FRANCHISE TAX	.00	55,089.13	110,000.00	54,910.87	50.1
10-31-1710 HIGHWAY USERS TAX	32,008.92	180,683.61	330,000.00	149,316.39	54.8
10-31-1720 ROAD & BRIDGE TAX	.00	10,676.00	20,000.00	9,324.00	53.4
TOTAL TAXES	1,603,368.02	10,684,952.70	19,010,843.00	8,325,890.30	56.2

LICENSES AND PERMITS

10-32-2110 BUSINESS LICENSES	225.00	8,425.00	4,000.00	(4,425.00)	210.6
10-32-2120 LIQUOR LICENSES	100.00	1,500.00	2,500.00	1,000.00	60.0
10-32-2190 OTHER LICENSES & PERMITS	6,210.00	39,410.00	2,500.00	(36,910.00)	1576.4
10-32-2210 BUILDING PERMIT & PLAN CK FEES	59,482.05	430,161.52	440,000.00	9,838.48	97.8
10-32-2211 PUBLIC WORKS PERMITS	9,932.80	47,164.88	10,000.00	(37,164.88)	471.7
10-32-2230 SIGN PLAN REVIEW FEES	.00	.00	2,000.00	2,000.00	.0
10-32-2240 STR FESTIVAL PERMIT	400.00	400.00	.00	(400.00)	.0
10-32-2310 AUTOMOBILE REGISTRATIONS	3,063.14	18,832.69	37,000.00	18,167.31	50.9
TOTAL LICENSES AND PERMITS	79,412.99	545,894.09	498,000.00	(47,894.09)	109.6

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>					
10-34-4110 DEVELOPMENT REVIEW FEES	500.00	15,611.38	2,500.00	(13,111.38)	624.5
10-34-4121 SALE OF SUPERIOR ARCH. BOOK	20.00	140.00	.00	(140.00)	.0
10-34-4130 ANNEXATION FEES	.00	10,000.00	.00	(10,000.00)	.0
10-34-4135 ADMINISTRATIVE FEES	124,983.08	749,898.48	1,499,797.00	749,898.52	50.0
10-34-4200 LODGING FEE	814.17	2,544.64	.00	(2,544.64)	.0
10-34-4210 BOULDER CO SW/OS TAX ADMIN FEE	732.51	9,499.73	20,000.00	10,500.27	47.5
10-34-4320 FACILITY USE FEE	7,690.00	34,138.75	105,000.00	70,861.25	32.5
10-34-4410 COURT COSTS, FEES, & CHARGES	1,600.00	7,720.68	10,000.00	2,279.32	77.2
10-34-4530 REINSPECTION FEES	300.00	800.00	1,000.00	200.00	80.0
10-34-4810 RECREATION PROGRAM FEES	8,575.00	50,119.00	75,000.00	24,881.00	66.8
10-34-4811 TENNIS FEES	.00	1,579.00	75,000.00	73,421.00	2.1
10-34-4812 SWIM LESSONS FEES	6,995.00	22,605.00	25,000.00	2,395.00	90.4
10-34-4816 EVENT FEES - PERMIT, BOOTH ETC	.00	75.00	.00	(75.00)	.0
10-34-4818 GUEST FEES	2,155.00	2,600.00	5,000.00	2,400.00	52.0
10-34-4819 VENDING REVENUE	106.41	152.41	1,000.00	847.59	15.2
10-34-4820 COMMUNITY EVENTS CONTRIBUTIONS	20.00	20.00	2,500.00	2,480.00	.8
10-34-4850 EV CHARGING STATIONS	688.29	3,822.29	4,000.00	177.71	95.6
TOTAL CHARGES FOR SERVICES	155,179.46	911,326.36	1,825,797.00	914,470.64	49.9
<u>FINES AND FORFEITURES</u>					
10-35-5000 MUNICIPAL COURT FINES	40,307.45	128,067.77	175,000.00	46,932.23	73.2
TOTAL FINES AND FORFEITURES	40,307.45	128,067.77	175,000.00	46,932.23	73.2
<u>MISCELLANEOUS REVENUE</u>					
10-36-6100 INTEREST EARNINGS	31,013.13	145,500.81	342,000.00	196,499.19	42.5
10-36-6200 CASH OVER/SHORT	.03	(.92)	.00	.92	.0
10-36-6210 LEASE REVENUE	2,621.40	15,368.40	30,000.00	14,631.60	51.2
10-36-6220 SEVERANCE TAX/MINERAL LEASE	.00	.00	5,000.00	5,000.00	.0
10-36-6300 GRANT REVENUE	.00	1,000,000.00	.00	(1,000,000.00)	.0
10-36-6500 RENEWABLE ENERGY CREDIT PYMTS	243.57	1,057.76	2,000.00	942.24	52.9
10-36-6600 OTHER REVENUE	8,252.87	65,102.86	267,500.00	202,397.14	24.3
10-36-6610 SINGLE USE BAG FEE	.00	12,490.72	30,000.00	17,509.28	41.6
TOTAL MISCELLANEOUS REVENUE	42,131.00	1,239,519.63	676,500.00	(563,019.63)	183.2
TOTAL FUND REVENUE	1,920,398.92	13,509,760.55	22,186,140.00	8,676,379.45	60.9

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
10-411-1030 COUNCIL COMPENSATION	6,500.00	39,000.00	78,000.00	39,000.00	50.0
10-411-1400 EMPLOYER CONTRIBUTION - FICA	497.25	2,983.50	5,967.00	2,983.50	50.0
10-411-2150 LOBBYING	1,000.00	23,849.86	21,000.00	(2,849.86)	113.6
10-411-3100 TELEPHONE	240.06	1,440.36	2,500.00	1,059.64	57.6
10-411-4300 TRAINING	657.94	732.94	1,400.00	667.06	52.4
10-411-4310 TRAVEL & EXPENSES	997.48	1,431.69	5,200.00	3,768.31	27.5
10-411-4900 OTHER FEES & SERVICES	229.04	973.29	6,000.00	5,026.71	16.2
10-411-5100 OFFICE SUPPLIES	.00	.00	12,000.00	12,000.00	.0
10-411-8180 POLICY & GOAL SETTING	.00	.00	2,500.00	2,500.00	.0
10-411-8880 COUNCIL SPECIAL FUNDS	.00	47,500.00	51,000.00	3,500.00	93.1
TOTAL LEGISLATIVE	10,121.77	117,911.64	185,567.00	67,655.36	63.5
<u>JUDICIAL</u>					
10-412-1010 REGULAR SALARIES	2,472.00	16,068.00	32,136.00	16,068.00	50.0
10-412-1060 OVERTIME	.00	.00	500.00	500.00	.0
10-412-1300 PAYROLL COSTS (BENEFITS)	998.70	6,231.77	12,886.00	6,654.23	48.4
10-412-1400 EMPLOYER CONTRIBUTION - FICA	35.96	234.11	473.00	238.89	49.5
10-412-2460 BANK FEES	754.95	2,713.61	5,500.00	2,786.39	49.3
10-412-2700 LAW ENFORCEMENT SERVICES	.00	4,637.85	13,000.00	8,362.15	35.7
10-412-2800 MUNICIPAL COURT JUDGE	3,000.00	18,000.00	36,000.00	18,000.00	50.0
10-412-2810 PROSECUTING ATTORNEY	1,500.00	9,000.00	16,200.00	7,200.00	55.6
10-412-3210 SOFTWARE MAINTENANCE	.00	6,700.00	7,000.00	300.00	95.7
10-412-4200 MEMBERSHIPS	.00	130.00	100.00	(30.00)	130.0
10-412-4300 TRAINING	.00	.00	400.00	400.00	.0
10-412-4310 TRAVEL & EXPENSES	.00	.00	100.00	100.00	.0
10-412-4400 PRINTING & BINDING	.00	1,354.00	2,000.00	646.00	67.7
10-412-4900 OTHER FEES & SERVICES	.00	1,468.50	3,600.00	2,131.50	40.8
10-412-5100 OFFICE SUPPLIES	331.65	331.65	2,500.00	2,168.35	13.3
TOTAL JUDICIAL	9,093.26	66,869.49	132,395.00	65,525.51	50.5

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CLERK</u>					
10-414-1010 REGULAR SALARIES	12,012.00	78,078.00	155,736.00	77,658.00	50.1
10-414-1300 PAYROLL COSTS (BENEFITS)	5,828.58	29,593.22	58,577.00	28,983.78	50.5
10-414-1400 EMPLOYER CONTRIBUTION - FICA	186.63	1,110.51	2,258.00	1,147.49	49.2
10-414-2470 ARCHIVING SERVICES	.00	.00	30,000.00	30,000.00	.0
10-414-2500 CODIFICATION SERVICES	.00	.00	4,000.00	4,000.00	.0
10-414-2820 ELECTION EXPENSES	.00	.00	15,000.00	15,000.00	.0
10-414-4200 MEMBERSHIPS	.00	781.40	700.00	(81.40)	111.6
10-414-4300 TRAINING	800.00	800.00	1,800.00	1,000.00	44.4
10-414-4310 TRAVEL & EXPENSES	.00	.00	3,600.00	3,600.00	.0
10-414-4410 PUBLICATION OF LEGAL NOTICES	2,334.64	3,228.28	2,000.00	(1,228.28)	161.4
10-414-4420 RECORDING FEES	45.25	543.00	1,000.00	457.00	54.3
10-414-4900 OTHER FEES & SERVICES	.00	119.88	2,000.00	1,880.12	6.0
10-414-5100 OFFICE SUPPLIES	.00	3,351.16	4,250.00	898.84	78.9
10-414-5200 COMPUTER SOFTWARE	119.88	28,075.38	25,000.00	(3,075.38)	112.3
TOTAL CLERK	21,326.98	145,680.83	305,921.00	160,240.17	47.6
<u>ADMINISTRATION</u>					
10-415-1010 REGULAR SALARIES	117,362.00	747,501.52	1,492,853.00	745,351.48	50.1
10-415-1040 PART-TIME SALARIES	11,277.93	52,639.01	176,698.00	124,058.99	29.8
10-415-1060 OVERTIME	90.84	1,206.57	750.00	(456.57)	160.9
10-415-1300 PAYROLL COSTS (BENEFITS)	46,156.16	283,647.55	530,165.00	246,517.45	53.5
10-415-1400 EMPLOYER CONTRIBUTION - FICA	2,559.23	14,825.86	35,175.00	20,349.14	42.2
10-415-2210 ENGINEERING SERVICES	.00	.00	2,500.00	2,500.00	.0
10-415-2470 ARCHIVING SERVICES	18,035.00	38,838.96	11,000.00	(27,838.96)	353.1
10-415-2600 PERSONNEL SERVICES	6,220.56	50,155.54	76,000.00	25,844.46	66.0
10-415-2920 PUBLIC WEB PAGE	10,679.66	95,946.86	145,000.00	49,053.14	66.2
10-415-2930 CHANNEL 8 - CABLE CASTING	.00	10,222.50	22,000.00	11,777.50	46.5
10-415-2980 ECONOMIC DEVELOPMENT PROGRAM	10,064.29	82,307.52	317,000.00	234,692.48	26.0
10-415-3100 TELEPHONE	1,741.64	5,166.32	8,000.00	2,833.68	64.6
10-415-4200 MEMBERSHIPS	751.67	3,035.67	4,500.00	1,464.33	67.5
10-415-4210 SUBSCRIPTIONS	132.56	685.89	1,000.00	314.11	68.6
10-415-4300 TRAINING	1,145.00	2,352.00	9,600.00	7,248.00	24.5
10-415-4310 TRAVEL & EXPENSES	511.01	2,102.33	15,650.00	13,547.67	13.4
10-415-4400 PRINTING & BINDING	.00	447.88	2,500.00	2,052.12	17.9
10-415-4900 OTHER FEES & SERVICES	453.34	9,769.75	5,000.00	(4,769.75)	195.4
10-415-5100 OFFICE SUPPLIES	4,119.08	20,199.50	21,250.00	1,050.50	95.1
10-415-5200 COMPUTER SOFTWARE	299.95	679.33	2,500.00	1,820.67	27.2
10-415-8140 CONTRIBUTION TO HUMANE SOCIETY	.00	.00	700.00	700.00	.0
10-415-8190 CHAMBER OF COMMERCE SUPPORT	.00	15,000.00	15,000.00	.00	100.0
10-415-8191 CHAMBER OF COMMERCE - ECO DEVO	.00	60,000.00	60,000.00	.00	100.0
10-415-8200 SUSTAINABILITY PROGRAMMING	4,533.35	15,621.24	111,500.00	95,878.76	14.0
TOTAL ADMINISTRATION	236,133.27	1,512,351.80	3,066,341.00	1,553,989.20	49.3

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FINANCE</u>					
10-416-1010 REGULAR SALARIES	26,173.08	170,301.02	336,047.00	165,745.98	50.7
10-416-1040 PART-TIME SALARIES	4,250.15	35,142.24	107,741.00	72,598.76	32.6
10-416-1060 OVERTIME	.00	217.26	500.00	282.74	43.5
10-416-1300 PAYROLL COSTS (BENEFITS)	9,154.30	57,255.44	118,340.00	61,084.56	48.4
10-416-1400 EMPLOYER CONTRIBUTION - FICA	695.86	5,121.58	13,122.00	8,000.42	39.0
10-416-2400 AUDITING SERVICES	13,473.78	42,279.12	46,000.00	3,720.88	91.9
10-416-2490 INVESTMENT FEES	751.28	3,748.69	11,500.00	7,751.31	32.6
10-416-2650 PROFESSIONAL SERVICES	1,087.50	4,200.00	23,000.00	18,800.00	18.3
10-416-3100 TELEPHONE	62.96	370.28	1,750.00	1,379.72	21.2
10-416-3210 SOFTWARE MAINTENANCE	119.88	27,064.28	27,500.00	435.72	98.4
10-416-4200 MEMBERSHIPS	590.00	670.00	2,000.00	1,330.00	33.5
10-416-4210 SUBSCRIPTIONS	230.97	691.94	1,250.00	558.06	55.4
10-416-4300 TRAINING	105.00	170.00	3,000.00	2,830.00	5.7
10-416-4310 TRAVEL & EXPENSES	460.96	460.96	4,300.00	3,839.04	10.7
10-416-4900 OTHER FEES & SERVICES	.00	35.78	1,000.00	964.22	3.6
10-416-5100 OFFICE SUPPLIES	453.08	2,678.64	8,750.00	6,071.36	30.6
TOTAL FINANCE	57,608.80	350,407.23	705,800.00	355,392.77	49.7

COMMUNICATIONS

10-418-1010 REGULAR SALARIES	36,319.34	239,257.71	427,637.00	188,379.29	56.0
10-418-1060 OVERTIME	54.08	267.81	500.00	232.19	53.6
10-418-1300 PAYROLL COSTS (BENEFITS)	15,167.83	102,626.28	194,507.00	91,880.72	52.8
10-418-1400 EMPLOYER CONTRIBUTION - FICA	507.35	3,470.80	6,208.00	2,737.20	55.9
10-418-2650 PROFESSIONAL SERVICES	350.00	700.00	28,500.00	27,800.00	2.5
10-418-2920 WEBSITE & DIGITAL APPLICATIONS	2,620.47	13,524.78	20,500.00	6,975.22	66.0
10-418-4200 MEMBERSHIPS	.00	.00	200.00	200.00	.0
10-418-4210 SUBSCRIPTIONS	.00	.00	200.00	200.00	.0
10-418-4300 TRAINING	.00	.00	2,400.00	2,400.00	.0
10-418-4310 TRAVEL & EXPENSES	.00	.00	3,500.00	3,500.00	.0
10-418-4400 PRINTING & BINDING	122.10	16,702.83	69,000.00	52,297.17	24.2
10-418-4500 POSTAGE	1,372.00	2,735.23	8,000.00	5,264.77	34.2
10-418-4900 OTHER FEES & SERVICES	190.00	358.11	1,000.00	641.89	35.8
10-418-5100 OFFICE SUPPLIES	.00	5.00	5,000.00	4,995.00	.1
TOTAL COMMUNICATIONS	56,703.17	379,648.55	767,152.00	387,503.45	49.5

LEGAL SERVICES

10-419-2100 LEGAL SERVICES - GENERAL	17,123.34	133,019.52	180,000.00	46,980.48	73.9
10-419-2140 LEGAL - SPECIAL COUNSEL	33,712.25	177,718.18	500,000.00	322,281.82	35.5
TOTAL LEGAL SERVICES	50,835.59	310,737.70	680,000.00	369,262.30	45.7

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY</u>					
10-421-2700 LAW ENFORCEMENT SERVICES	473,974.34	1,442,827.18	2,918,846.00	1,476,018.82	49.4
10-421-2705 CO-RESPONDER SERVICES	10,732.79	64,986.17	162,470.00	97,483.83	40.0
10-421-2710 DISPATCH SERVICES	.00	194,713.05	195,000.00	286.95	99.9
10-421-3105 LEASE EXPENSE	500.00	3,000.00	6,000.00	3,000.00	50.0
10-421-3110 UTILITIES	233.61	1,190.00	3,700.00	2,510.00	32.2
10-421-3220 MAINTENANCE - BUILDING	190.76	1,152.76	5,000.00	3,847.24	23.1
10-421-5100 SUPPLIES	123.32	744.57	6,200.00	5,455.43	12.0
10-421-6100 OFFICE EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
TOTAL PUBLIC SAFETY	485,754.82	1,708,613.73	3,298,216.00	1,589,602.27	51.8
<u>PLANNING & BUILDING</u>					
10-424-1010 REGULAR SALARIES	31,474.14	183,788.15	346,080.00	162,291.85	53.1
10-424-1040 PART-TIME SALARIES	1,730.80	1,730.80	.00	(1,730.80)	.0
10-424-1060 OVERTIME	.00	.00	250.00	250.00	.0
10-424-1300 PAYROLL COSTS (BENEFITS)	12,000.84	59,110.79	111,657.00	52,546.21	52.9
10-424-1400 EMPLOYER CONTRIBUTION - FICA	836.90	3,462.79	5,022.00	1,559.21	69.0
10-424-2300 PLANNING SERVICES	.00	.00	20,000.00	20,000.00	.0
10-424-2340 INSPECTION SERVICES	26,405.35	186,918.45	245,200.00	58,281.55	76.2
10-424-2760 GIS SERVICES	665.01	27,336.31	29,000.00	1,663.69	94.3
10-424-4200 MEMBERSHIPS	.00	634.00	1,800.00	1,166.00	35.2
10-424-4210 SUBSCRIPTIONS	.00	.00	1,500.00	1,500.00	.0
10-424-4300 TRAINING	.00	108.49	3,000.00	2,891.51	3.6
10-424-4310 TRAVEL & EXPENSES	.00	.00	5,500.00	5,500.00	.0
10-424-4900 OTHER FEES & SERVICES	182.51	714.87	1,000.00	285.13	71.5
10-424-5100 OFFICE SUPPLIES	25.81	435.42	3,000.00	2,564.58	14.5
10-424-5200 COMPUTER SOFTWARE	.00	.00	500.00	500.00	.0
TOTAL PLANNING & BUILDING	73,321.36	464,240.07	773,509.00	309,268.93	60.0

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS & RECREATION</u>					
10-426-1010 REGULAR SALARIES	108,354.39	689,000.13	1,523,356.00	834,355.87	45.2
10-426-1040 PART-TIME SALARIES	101,792.80	232,249.37	500,580.00	268,330.63	46.4
10-426-1050 ON-CALL WAGES	560.00	3,640.00	7,300.00	3,660.00	49.9
10-426-1060 OVERTIME	7,484.19	11,095.14	10,300.00	(795.14)	107.7
10-426-1300 PAYROLL COSTS (BENEFITS)	46,921.01	293,558.90	638,376.00	344,817.10	46.0
10-426-1400 EMPLOYER CONTRIBUTION - FICA	9,744.32	28,171.15	60,638.00	32,466.85	46.5
10-426-2210 ENGINEERING SERVICES	.00	113.24	10,000.00	9,886.76	1.1
10-426-2270 COURT MANAGEMENT	1,491.45	1,810.02	8,000.00	6,189.98	22.6
10-426-2290 AQUATICS PROGRAMMING	1,381.43	2,382.33	5,000.00	2,617.67	47.7
10-426-2650 PROFESSIONAL SERVICES	.00	4,766.00	11,500.00	6,734.00	41.4
10-426-2890 MEDIA SERVICES	.00	18,605.00	30,000.00	11,395.00	62.0
10-426-2940 COMMUNITY PROJECTS/PROGRAMS	60,101.76	98,778.32	460,000.00	361,221.68	21.5
10-426-2941 COMMUNITY VOLUNTEER PROJECTS	234.82	468.68	20,000.00	19,531.32	2.3
10-426-2942 YOUTH LEADERSHIP COUNCIL	.00	1,908.31	5,000.00	3,091.69	38.2
10-426-2943 PARC	.00	.00	5,000.00	5,000.00	.0
10-426-2944 CAPS	1,036.54	3,745.54	5,000.00	1,254.46	74.9
10-426-2945 OSAC	.00	271.30	5,000.00	4,728.70	5.4
10-426-2946 ACES	506.18	506.18	5,000.00	4,493.82	10.1
10-426-3100 TELEPHONE	985.48	6,653.95	16,500.00	9,846.05	40.3
10-426-3110 UTILITIES	5,274.48	28,856.25	69,000.00	40,143.75	41.8
10-426-3140 WATER	739.05	2,412.58	25,000.00	22,587.42	9.7
10-426-3150 ELECTRICITY	10,644.67	42,544.30	88,000.00	45,455.70	48.4
10-426-3151 EV CHARGING STATION ELECTRIC	.00	.00	1,000.00	1,000.00	.0
10-426-3210 SOFTWARE MAINTENANCE	1,867.29	23,876.52	56,000.00	32,123.48	42.6
10-426-3220 MAINTENANCE - BUILDING	45,449.68	178,530.79	331,500.00	152,969.21	53.9
10-426-3221 EV CHARGING STATION - MAINT	.00	.00	4,500.00	4,500.00	.0
10-426-3222 ART & HISTORY PROJECTS	1,631.54	11,512.55	50,000.00	38,487.45	23.0
10-426-3330 MAINTENANCE - PARKS & MEDIANS	32,280.77	227,076.50	364,200.00	137,123.50	62.4
10-426-3480 MAINTENANCE - SWIMMING POOL	15,914.42	27,983.22	45,000.00	17,016.78	62.2
10-426-3485 DOWNTOWN PLAZA FOUNTAIN/STAGE	.00	350.00	20,000.00	19,650.00	1.8
10-426-4110 COMMUNITY MEETINGS	.00	.00	500.00	500.00	.0
10-426-4121 COMMITTEE MEMBER TRAINING	.00	.00	2,500.00	2,500.00	.0
10-426-4130 HISTORIC PRESERVATION	367.85	2,161.09	5,000.00	2,838.91	43.2
10-426-4200 MEMBERSHIPS	945.00	3,650.63	6,500.00	2,849.37	56.2
10-426-4300 TRAINING	594.95	5,527.95	10,600.00	5,072.05	52.2
10-426-4310 TRAVEL & EXPENSES	335.47	879.55	14,600.00	13,720.45	6.0
10-426-4700 RECREATION PROGRAMMING	20,139.20	30,814.50	170,000.00	139,185.50	18.1
10-426-4900 OTHER FEES & SERVICES	482.07	1,552.94	7,500.00	5,947.06	20.7
10-426-5100 OFFICE SUPPLIES	7,987.58	25,102.34	17,750.00	(7,352.34)	141.4
10-426-5120 FUEL & MAINTENANCE	8,720.53	13,387.66	25,500.00	12,112.34	52.5
10-426-5160 UNIFORMS & SUPPLIES	2,725.20	3,268.47	8,200.00	4,931.53	39.9
10-426-5220 TOOLS & SMALL EQUIPMENT	725.31	3,837.78	4,000.00	162.22	95.9
10-426-8262 YARD WASTE SITE	17,875.00	40,752.19	115,000.00	74,247.81	35.4
TOTAL PARKS & RECREATION	515,294.43	2,071,801.37	4,768,400.00	2,696,598.63	43.5

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
10-430-1010 REGULAR SALARIES	104,234.16	684,174.05	1,240,852.00	556,677.95	55.1
10-430-1040 PART-TIME SALARIES	.00	.00	36,050.00	36,050.00	.0
10-430-1050 ON-CALL WAGES	560.00	3,640.00	7,300.00	3,660.00	49.9
10-430-1060 OVERTIME	6,784.91	38,237.05	60,000.00	21,762.95	63.7
10-430-1300 PAYROLL COSTS (BENEFITS)	43,705.98	271,264.91	523,060.00	251,795.09	51.9
10-430-1400 EMPLOYER CONTRIBUTION - FICA	1,595.09	10,311.80	21,726.00	11,414.20	47.5
10-430-2210 ENGINEERING SERVICES	.00	2,062.50	40,000.00	37,937.50	5.2
10-430-2240 TRAFFIC ENGINEERING SERVICES	10,857.50	20,965.50	32,000.00	11,034.50	65.5
10-430-3100 TELEPHONE	149.91	887.12	2,500.00	1,612.88	35.5
10-430-3150 ELECTRICITY	14,636.04	75,229.93	154,500.00	79,270.07	48.7
10-430-3180 STREET LIGHT - MAINTENANCE	(405.08)	24,833.79	85,000.00	60,166.21	29.2
10-430-3181 STREET LIGHT - MAINT (TOWN)	5,807.11	12,784.57	70,000.00	57,215.43	18.3
10-430-3210 SOFTWARE MAINTENANCE	.00	950.00	2,600.00	1,650.00	36.5
10-430-3420 SNOW REMOVAL	.00	218,830.51	425,000.00	206,169.49	51.5
10-430-3440 MAINTENANCE - TRAFFIC SIGNALS	6,777.58	19,125.41	45,000.00	25,874.59	42.5
10-430-4200 MEMBERSHIPS	.00	775.99	1,500.00	724.01	51.7
10-430-4300 TRAINING	271.17	1,534.49	3,900.00	2,365.51	39.4
10-430-4310 TRAVEL & EXPENSES	792.75	1,140.37	5,150.00	4,009.63	22.1
10-430-4900 OTHER FEES & SERVICES	354.70	1,201.64	6,500.00	5,298.36	18.5
10-430-5100 OFFICE SUPPLIES	1,522.19	1,978.63	5,000.00	3,021.37	39.6
10-430-5120 FUEL & MAINTENANCE	8,047.67	15,175.61	32,500.00	17,324.39	46.7
10-430-5130 SIGNAGE & STRIPING	1,743.60	19,109.69	80,000.00	60,890.31	23.9
10-430-5160 UNIFORMS & SUPPLIES	265.45	9,012.91	10,000.00	987.09	90.1
10-430-5220 TOOLS & SMALL EQUIPMENT	434.04	2,558.06	8,000.00	5,441.94	32.0
10-430-5620 SNOW REMOVAL - MATERIALS	.00	28,844.79	180,000.00	151,155.21	16.0
TOTAL PUBLIC WORKS	208,134.77	1,464,629.32	3,078,138.00	1,613,508.68	47.6

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL EXPENDITURES</u>					
10-490-1420 WORKER'S COMP INSURANCE	1,100.00	42,705.00	46,000.00	3,295.00	92.8
10-490-2250 DTS PARKING AND COMMON AREAS	605.47	13,816.01	67,000.00	53,183.99	20.6
10-490-2420 TREASURER'S COLLECTION FEES	9,752.62	60,267.97	122,000.00	61,732.03	49.4
10-490-2510 PAYING AGENT FEE - COPS	.00	.00	5,000.00	5,000.00	.0
10-490-2650 PROFESSIONAL SERVICES	2,527.00	11,197.72	70,000.00	58,802.28	16.0
10-490-3100 TELEPHONE	5,288.95	19,182.77	25,000.00	5,817.23	76.7
10-490-3105 OFFICE LEASE	26,723.71	167,259.91	280,000.00	112,740.09	59.7
10-490-3110 UTILITIES	7,106.38	51,785.75	190,000.00	138,214.25	27.3
10-490-3130 HOLIDAY LIGHTING	.00	.00	90,000.00	90,000.00	.0
10-490-3151 ELECTRICITY - EV CHARGING STAT	.00	.00	250.00	250.00	.0
10-490-3210 SOFTWARE MAINTENANCE	10,469.48	14,924.10	44,500.00	29,575.90	33.5
10-490-3220 MAINTENANCE - BUILDING	20,524.25	66,401.05	78,000.00	11,598.95	85.1
10-490-3221 EV CHARGING STATION - MAINT	.00	6,317.50	10,000.00	3,682.50	63.2
10-490-4200 MEMBERSHIPS	.00	22,702.00	42,500.00	19,798.00	53.4
10-490-4400 PRINTING & BINDING	.00	350.00	1,000.00	650.00	35.0
10-490-4500 POSTAGE & METER	159.57	2,343.89	8,250.00	5,906.11	28.4
10-490-4600 INSURANCE	.00	210,928.26	225,500.00	14,571.74	93.5
10-490-4900 OTHER FEES & SERVICES	27,939.37	66,997.62	50,000.00	(16,997.62)	134.0
10-490-5100 SUPPLIES	1,396.68	10,689.95	18,500.00	7,810.05	57.8
10-490-5120 FUEL & MAINTENANCE	834.80	2,177.38	6,000.00	3,822.62	36.3
10-490-5200 COMPUTER SOFTWARE	2,733.29	32,473.94	27,000.00	(5,473.94)	120.3
10-490-6100 OFFICE EQUIPMENT	3,140.60	9,418.87	24,000.00	14,581.13	39.3
10-490-7750 COPS PAYMENT - 2019 COPS	.00	.00	300,000.00	300,000.00	.0
10-490-7760 COPS INTEREST - 2019 COPS	.00	38,036.50	76,073.00	38,036.50	50.0
10-490-7770 COPS PAYMENT - 2020 COPS	.00	.00	220,000.00	220,000.00	.0
10-490-7780 COPS INTEREST - 2020 COPS	.00	27,686.00	55,372.00	27,686.00	50.0
10-490-8002 STC PUBLIC IMP REIMB-BUILD TAX	.00	.00	115,000.00	115,000.00	.0
10-490-8003 STC PUBLIC IMP-PERMIT&PLAN CHK	.00	.00	96,000.00	96,000.00	.0
10-490-8004 STC SALES TAX REV SHARE-LOUISV	.00	40,763.87	62,500.00	21,736.13	65.2
10-490-8112 SYSTEM DEVELOPMENT FEE REBATE	.00	744,580.06	1,164,000.00	419,419.94	64.0
10-490-8400 GRANT EXPENSE (KITE ROUTE)	1,000,000.00	2,100,000.00	.00	(2,100,000.00)	.0
10-490-8530 MARSHALL FIRE - USE TAX REBATE	.00	7,115.88	100,000.00	92,884.12	7.1
10-490-8531 MARSH FIRE-PERMIT&PLAN CK REBT	.00	3,257.87	50,000.00	46,742.13	6.5
10-490-9420 TRANSFER TO CAPITAL IMPRV FUND	.00	.00	950,000.00	950,000.00	.0
TOTAL NON-DEPARTMENTAL EXPENDITURES	1,120,302.17	3,773,379.87	4,619,445.00	846,065.13	81.7
<u>LIBRARY</u>					
10-491-4140 LIBRARY CONTRIBUTION	.00	450,433.26	456,000.00	5,566.74	98.8
TOTAL LIBRARY	.00	450,433.26	456,000.00	5,566.74	98.8
TOTAL FUND EXPENDITURES	2,844,630.39	12,816,704.86	22,836,884.00	10,020,179.14	56.1
NET REVENUE OVER EXPENDITURES	(924,231.47)	693,055.69	(650,744.00)	(1,343,799.69)	106.5

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

SURA STC PROPERTY TAX REV FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
22-31-1120	PROPERTY TAXES FOR DEBT SVC	387,545.14	5,811,269.38	7,328,000.00	1,516,730.62	79.3
22-31-1200	SPECIFIC OWNERSHIP TAXES	6,123.05	39,827.75	88,000.00	48,172.25	45.3
	TOTAL TAXES	393,668.19	5,851,097.13	7,416,000.00	1,564,902.87	78.9
	<u>MISCELLANEOUS REVENUE</u>					
22-36-6100	INTEREST EARNINGS	163.47	2,311.38	1,000.00	(1,311.38)	231.1
	TOTAL MISCELLANEOUS REVENUE	163.47	2,311.38	1,000.00	(1,311.38)	231.1
	TOTAL FUND REVENUE	393,831.66	5,853,408.51	7,417,000.00	1,563,591.49	78.9

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

SURA STC PROPERTY TAX REV FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
22-415-2420 TREASURER'S COLLECTION FEES	5,031.50	83,933.40	111,200.00	27,266.60	75.5
22-415-2460 BANK FEES	18.00	90.00	500.00	410.00	18.0
22-415-7980 PROP TAX REIMB - DEVELOPER	201,733.63	3,044,877.27	3,909,631.00	864,753.73	77.9
22-415-7981 PROP TAX REIMB-STC #1 (DEBT)	87,827.24	1,265,390.85	1,622,521.00	357,130.15	78.0
22-415-7982 PROP TAX REIMB-STC #2 (DEBT)	19,410.66	282,832.05	382,628.00	99,795.95	73.9
22-415-7983 PROP TAX REIMB-STC #3 (DEBT)	11,665.75	168,499.79	184,823.00	16,323.21	91.2
22-415-7984 PROP TAX REIMB-MOUNT VIEW FIRE	16,110.71	243,167.89	326,381.00	83,213.11	74.5
22-415-7985 PROP TAX REIMB - SUPERIOR	9,612.84	145,091.89	205,006.00	59,914.11	70.8
22-415-7987 PROP TAX REIMB - BVSD	5,719.15	86,322.23	128,367.00	42,044.77	67.3
22-415-7988 PROP TAX REIMB-LOUISVILLE FIRE	2,649.41	39,989.01	63,211.00	23,221.99	63.3
22-415-7991 PROP TAX REIMB - STC #1 (OPS)	23,349.09	324,246.54	292,882.00	(31,364.54)	110.7
22-415-7992 PROP TAX REIMB - STC #2 (OPS)	5,181.80	78,211.75	102,727.00	24,515.25	76.1
22-415-7993 PROP TAX REIMB - STC #3 (OPS)	5,539.88	82,621.44	87,123.00	4,501.56	94.8
TOTAL ADMINISTRATION	393,849.66	5,845,274.11	7,417,000.00	1,571,725.89	78.8
TOTAL FUND EXPENDITURES	393,849.66	5,845,274.11	7,417,000.00	1,571,725.89	78.8
NET REVENUE OVER EXPENDITURES	(18.00)	8,134.40	.00	(8,134.40)	.0

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

OPEN SPACE 2006 DEBT SVC FD

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
31-31-1300	GENERAL SALES TAX	33,172.45	625,000.00	625,000.00	.00	100.0
31-31-1310	USE TAX--VEHICLE	.00	30,000.00	30,000.00	.00	100.0
31-31-1320	USE TAX--BUILDING	.00	5,000.00	5,000.00	.00	100.0
	TOTAL TAXES	33,172.45	660,000.00	660,000.00	.00	100.0
	<u>MISCELLANEOUS REVENUE</u>					
31-36-6100	INTEREST EARNINGS	843.64	5,888.22	5,000.00	(888.22)	117.8
	TOTAL MISCELLANEOUS REVENUE	843.64	5,888.22	5,000.00	(888.22)	117.8
	TOTAL FUND REVENUE	34,016.09	665,888.22	665,000.00	(888.22)	100.1

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

OPEN SPACE 2006 DEBT SVC FD

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPEN SPACE</u>					
31-471-2460 BANK FEES	400.00	400.00	1,000.00	600.00	40.0
31-471-7610 NOTE PRINCIPAL - SERIES 2015	.00	390,000.00	390,000.00	.00	100.0
31-471-7620 NOTE INTEREST - SERIES 2015	.00	4,192.50	4,193.00	.50	100.0
31-471-7820 BOND INTEREST - 2020 BONDS	.00	133,125.00	266,250.00	133,125.00	50.0
	<u>400.00</u>	<u>527,717.50</u>	<u>661,443.00</u>	<u>133,725.50</u>	<u>79.8</u>
TOTAL OPEN SPACE	400.00	527,717.50	661,443.00	133,725.50	79.8
	<u>400.00</u>	<u>527,717.50</u>	<u>661,443.00</u>	<u>133,725.50</u>	<u>79.8</u>
TOTAL FUND EXPENDITURES	400.00	527,717.50	661,443.00	133,725.50	79.8
	<u>400.00</u>	<u>527,717.50</u>	<u>661,443.00</u>	<u>133,725.50</u>	<u>79.8</u>
NET REVENUE OVER EXPENDITURES	33,616.09	138,170.72	3,557.00	(134,613.72)	3884.5
	<u>33,616.09</u>	<u>138,170.72</u>	<u>3,557.00</u>	<u>(134,613.72)</u>	<u>3884.5</u>

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

2025 CIP DEBT SERVICE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
36-31-1300	GENERAL SALES TAX	117,111.80	738,530.70	1,420,000.00	681,469.30	52.0
36-31-1310	USE TAX--VEHICLE	9,357.29	51,817.44	135,000.00	83,182.56	38.4
36-31-1320	USE TAX--BUILDING	3,894.42	47,366.32	42,000.00	(5,366.32)	112.8
	TOTAL TAXES	130,363.51	837,714.46	1,597,000.00	759,285.54	52.5
	<u>MISCELLANEOUS REVENUE</u>					
36-36-6100	INTEREST EARNINGS	3,396.68	15,793.25	31,000.00	15,206.75	51.0
	TOTAL MISCELLANEOUS REVENUE	3,396.68	15,793.25	31,000.00	15,206.75	51.0
	TOTAL FUND REVENUE	133,760.19	853,507.71	1,628,000.00	774,492.29	52.4

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

2025 CIP DEBT SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL EXPENDITURES</u>					
36-490-2430 PAYING AGENT FEES	400.00	400.00	1,500.00	1,100.00	26.7
36-490-2460 BANK FEES	.00	.00	1,000.00	1,000.00	.0
36-490-7790 BOND PRINCIPAL - 2025 BONDS	.00	.00	370,000.00	370,000.00	.0
36-490-7800 BOND INTEREST - 2025 BONDS	.00	414,212.50	828,425.00	414,212.50	50.0
TOTAL NON-DEPARTMENTAL EXPENDITURES	400.00	414,612.50	1,200,925.00	786,312.50	34.5
TOTAL FUND EXPENDITURES	400.00	414,612.50	1,200,925.00	786,312.50	34.5
NET REVENUE OVER EXPENDITURES	133,360.19	438,895.21	427,075.00	(11,820.21)	102.8

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

CAPITAL IMPROVEMENTS PRGM FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
42-31-1300	GENERAL SALES TAX	111,535.05	703,362.60	1,360,000.00	656,637.40	51.7
42-31-1310	USE TAX--VEHICLE	8,911.70	49,349.94	130,000.00	80,650.06	38.0
42-31-1320	USE TAX--BUILDING	3,708.97	45,110.77	40,000.00	(5,110.77)	112.8
	TOTAL TAXES	124,155.72	797,823.31	1,530,000.00	732,176.69	52.2
	<u>MISCELLANEOUS REVENUE</u>					
42-36-6100	INTEREST EARNINGS	7,705.74	47,764.90	1,000.00	(46,764.90)	4776.5
42-36-6300	GRANTS	232,008.19	257,974.19	622,200.00	364,225.81	41.5
42-36-6700	SALE OF ASSETS	.00	1,750.00	1,500,000.00	1,498,250.00	.1
42-36-6840	PARK FEE	3,000.00	3,000.00	93,000.00	90,000.00	3.2
42-36-6841	SCHOOL IMPACT FEE	1,470.00	1,470.00	80,000.00	78,530.00	1.8
42-36-6910	TRANSFER FROM GENERAL FUND	.00	.00	950,000.00	950,000.00	.0
42-36-6973	TRANS FROM MARSHALL FIRE RECOV	.00	.00	820,000.00	820,000.00	.0
	TOTAL MISCELLANEOUS REVENUE	244,183.93	311,959.09	4,066,200.00	3,754,240.91	7.7
	TOTAL FUND REVENUE	368,339.65	1,109,782.40	5,596,200.00	4,486,417.60	19.8

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

CAPITAL IMPROVEMENTS PRGM FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS & RECREATION</u>					
42-426-3470 MAINTENANCE-FENCE	7,349.40	7,349.40	50,000.00	42,650.60	14.7
42-426-6040 IRRIGATION UPGRADES	.00	.00	50,000.00	50,000.00	.0
42-426-6290 TREE ENHANCEMENT & CARE	49,966.33	54,541.43	230,000.00	175,458.57	23.7
42-426-6300 VEHICLES	.00	.00	50,000.00	50,000.00	.0
42-426-6416 FACILITY MAINT & IMPROVEMENTS	24,572.50	157,537.24	120,000.00	(37,537.24)	131.3
42-426-6421 BUILDING-PW/PARKS MAINT & OPER	177.50	156,875.55	662,500.00	505,624.45	23.7
42-426-6423 CAPITAL BUILDING MAINT - PARKS	52.97	52.97	15,000.00	14,947.03	.4
42-426-6492 PLAYGROUND UPDATE	6.48	3,595.01	100,000.00	96,404.99	3.6
42-426-6493 PLAYGROUND SHADE STRUCTURES	.00	.00	50,000.00	50,000.00	.0
42-426-6494 XERISCAPING PROJECTS	.00	343.50	100,000.00	99,656.50	.3
42-426-6520 PARK IMPROVEMENTS - SHRUB BED	41,370.56	52,597.14	75,000.00	22,402.86	70.1
42-426-6522 DOG PARK RENOVATIONS	.00	1,875.00	25,000.00	23,125.00	7.5
42-426-6530 PARK IMPROVEMENTS--OTHER	.00	4,255.94	75,000.00	70,744.06	5.7
42-426-6533 PARK FURNITURE REPLACEMENT	8.28	22,222.95	25,000.00	2,777.05	88.9
42-426-6560 HISTORIC PROJECTS	.00	.00	50,000.00	50,000.00	.0
42-426-6581 PARKING LOT IMPROVEMENTS	.00	.00	70,000.00	70,000.00	.0
42-426-6845 COMMUNITY PARK PLAYGROUND IMPR	.00	630,212.00	550,000.00	(80,212.00)	114.6
42-426-6989 PUBLIC ART ACQUISITION	9,000.00	25,000.00	70,000.00	45,000.00	35.7
TOTAL PARKS & RECREATION	132,504.02	1,116,458.13	2,367,500.00	1,251,041.87	47.2
<u>PUBLIC WORKS AND UTILITIES</u>					
42-430-6244 TRAFFIC SIGNAL SYSTEM UPGRADES	.00	.00	80,000.00	80,000.00	.0
42-430-6300 VEHICLES	4,318.00	4,318.00	60,000.00	55,682.00	7.2
42-430-6421 BUILDING-PW/PARKS MAINT & OPER	177.50	156,875.55	662,500.00	505,624.45	23.7
42-430-6599 STREET MAINTENANCE - IN HOUSE	9,517.44	130,465.72	400,000.00	269,534.28	32.6
42-430-6601 STREET IMPROVEMENTS - 2026	14,305.20	54,850.20	500,000.00	445,149.80	11.0
42-430-6613 ROCK CREEK PARKWAY UNDERPASS	.00	15,964.70	.00	(15,964.70)	.0
42-430-6642 MCCASLIN PEDESTRIAN CROSSING	.00	33,589.97	604,000.00	570,410.03	5.6
42-430-6645 STREET SEALING SLURRY SEALS	.00	13,843.75	200,000.00	186,156.25	6.9
42-430-6650 TRAFFIC CALMING	6,320.00	4,535.31	25,000.00	20,464.69	18.1
TOTAL PUBLIC WORKS AND UTILITIES	34,638.14	414,443.20	2,531,500.00	2,117,056.80	16.4
<u>NON-DEPARTMENTAL EXPENDITURES</u>					
42-490-4805 LANDSCAPE CODE UPDATE	.00	.00	80,000.00	80,000.00	.0
42-490-4810 ENERGY CODE EVALUATION	10,418.83	14,573.83	50,000.00	35,426.17	29.2
42-490-6010 SUSTAINABILITY ENHANCEMENTS	3,394.92	22,294.92	232,500.00	210,205.08	9.6
42-490-6021 FACILITY SECURITY ENHANCEMENTS	.00	16,329.30	20,000.00	3,670.70	81.7
42-490-6100 SERVER REPLACEMENT	31,985.79	39,313.41	50,000.00	10,686.59	78.6
42-490-6140 AV EQUIPMENT IMPROVEMENTS	3,200.00	13,073.94	20,000.00	6,926.06	65.4
42-490-6402 CAPITAL BUILDING MAINT - OTHER	2,119.56	38,514.27	15,000.00	(23,514.27)	256.8
42-490-6991 COMPREHENSIVE PLAN UPDATE	.00	32,365.82	.00	(32,365.82)	.0
TOTAL NON-DEPARTMENTAL EXPENDITURES	51,119.10	176,465.49	467,500.00	291,034.51	37.8

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

CAPITAL IMPROVEMENTS PRGM FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	218,261.26	1,707,366.82	5,366,500.00	3,659,133.18	31.8
NET REVENUE OVER EXPENDITURES	150,078.39	(597,584.42)	229,700.00	827,284.42	(260.2)

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

SMID PUBLIC IMPROVEMENTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
45-31-1130	PROPERTY TAXES FOR ADMIN EXP	28,646.61	115,392.91	122,000.00	6,607.09	94.6
45-31-1140	PROPERTY TAXES FOR MAINT	126,199.94	508,339.07	539,000.00	30,660.93	94.3
45-31-1200	SPECIFIC OWNERSHIP TAXES	2,070.24	13,403.90	33,000.00	19,596.10	40.6
	TOTAL TAXES	156,916.79	637,135.88	694,000.00	56,864.12	91.8
	<u>INTERGOVERNMENTAL REVENUES</u>					
45-33-3710	HIGHWAY SIGNAL MAINTENANCE FEE	.00	.00	36,696.00	36,696.00	.0
	TOTAL INTERGOVERNMENTAL REVENUES	.00	.00	36,696.00	36,696.00	.0
	<u>MISCELLANEOUS REVENUE</u>					
45-36-6100	INTEREST EARNINGS	6,585.40	29,480.25	38,000.00	8,519.75	77.6
45-36-6300	GRANT REVENUE	.00	.00	1,248,938.00	1,248,938.00	.0
	TOTAL MISCELLANEOUS REVENUE	6,585.40	29,480.25	1,286,938.00	1,257,457.75	2.3
	TOTAL FUND REVENUE	163,502.19	666,616.13	2,017,634.00	1,351,017.87	33.0

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

SMID PUBLIC IMPROVEMENTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>ADMINISTRATION</u>					
45-415-2420	TREASURER'S COLLECTION FEES	2,322.70	9,352.73	10,000.00	647.27	93.5
45-415-2650	MANAGEMENT SERVICES	16,763.08	100,578.48	201,157.00	100,578.52	50.0
45-415-4600	INSURANCE	.00	250.00	250.00	.00	100.0
	TOTAL ADMINISTRATION	19,085.78	110,181.21	211,407.00	101,225.79	52.1
	<u>PARKS, RECREATION & OPEN SPACE</u>					
45-426-3140	LANDSCAPE WATER	3,732.81	5,796.53	38,051.00	32,254.47	15.2
45-426-3450	LANDSCAPING	13,583.36	124,349.13	233,500.00	109,150.87	53.3
	TOTAL PARKS, RECREATION & OPEN SPACE	17,316.17	130,145.66	271,551.00	141,405.34	47.9
	<u>TRANSPORTATION</u>					
45-430-2240	TRAFFIC ENGINEERING SERVICES	1,437.50	8,978.00	15,000.00	6,022.00	59.9
45-430-3100	TELEPHONE	213.32	1,279.92	2,500.00	1,220.08	51.2
45-430-3150	ELECTRICITY	290.02	9,947.31	22,000.00	12,052.69	45.2
45-430-3420	SNOW REMOVAL	.00	16,471.11	32,500.00	16,028.89	50.7
45-430-3440	MAINTENANCE - TRAFFIC SIGNAL	6,777.57	14,846.67	25,000.00	10,153.33	59.4
45-430-3460	MAINTENANCE - STREET LIGHT	1,127.61	14,028.59	6,500.00	(7,528.59)	215.8
45-430-3461	MAINT-STREET LIGHT-TOWN OWNED	.00	.00	5,150.00	5,150.00	.0
45-430-3510	STREET SWEEPING	399.00	399.00	1,000.00	601.00	39.9
45-430-5130	SIGNAGE & STRIPING	.00	.00	105,000.00	105,000.00	.0
45-430-5620	SNOW REMOVAL - MATERIALS	.00	2,171.11	13,000.00	10,828.89	16.7
45-430-6244	TRAFFIC SIGNAL SYSTEM UPGRADES	.00	.00	160,000.00	160,000.00	.0
45-430-6627	MARSHALL/MCCASLIN INTERSECTION	.00	107,158.50	1,311,172.00	1,204,013.50	8.2
	TOTAL TRANSPORTATION	10,245.02	175,280.21	1,698,822.00	1,523,541.79	10.3
	TOTAL FUND EXPENDITURES	46,646.97	415,607.08	2,181,780.00	1,766,172.92	19.1
	NET REVENUE OVER EXPENDITURES	116,855.22	251,009.05	(164,146.00)	(415,155.05)	152.9

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

2025 CAPITAL IMPRV PROJECT FD

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
MISCELLANEOUS REVENUE					
46-36-6100 INTEREST EARNINGS	50,136.22	305,316.57	293,000.00	(12,316.57)	104.2
TOTAL MISCELLANEOUS REVENUE	50,136.22	305,316.57	293,000.00	(12,316.57)	104.2
TOTAL FUND REVENUE	50,136.22	305,316.57	293,000.00	(12,316.57)	104.2

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

2025 CAPITAL IMPRV PROJECT FD

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PARKS & RECREATION</u>					
46-426-6417	COMMUNITY CENTER STRUCTURAL	.00	300.00	1,500,000.00	1,499,700.00	.0
46-426-6843	NORTH POOL RENOVATION	.00	9,805.80	5,270,000.00	5,260,194.20	.2
46-426-6844	SOUTH POOL RENOVATION	7,593.49	305,066.34	270,000.00	(35,066.34)	113.0
	TOTAL PARKS & RECREATION	7,593.49	315,172.14	7,040,000.00	6,724,827.86	4.5
	<u>PUBLIC WORKS AND UTILITIES</u>					
46-430-6614	RCP - INDIANA TO 88TH STREET	255.95	50,828.95	3,000,000.00	2,949,171.05	1.7
46-430-6615	RCP - HONEY CRK DR TO COALTON	.00	.00	2,200,000.00	2,200,000.00	.0
46-430-6616	INDIANA STREET IMPROVEMENTS	.00	.00	2,000,000.00	2,000,000.00	.0
	TOTAL PUBLIC WORKS AND UTILITIES	255.95	50,828.95	7,200,000.00	7,149,171.05	.7
	TOTAL FUND EXPENDITURES	7,849.44	366,001.09	14,240,000.00	13,873,998.91	2.6
	NET REVENUE OVER EXPENDITURES	42,286.78	(60,684.52)	(13,947,000.00)	(13,886,315.48)	(.4)

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CHARGES FOR SERVICES</u>					
50-34-4510 WATER SERVICE FEES	276,998.46	1,377,594.41	3,275,000.00	1,897,405.59	42.1
50-34-4511 IRRIGATION SERVICE FEES	110,638.72	155,146.49	821,250.00	666,103.51	18.9
50-34-4512 TAPPING FEES	300.00	2,375.00	3,000.00	625.00	79.2
50-34-4513 UTILITY TRANSFER & LATE FEES	2,410.00	11,049.03	20,000.00	8,950.97	55.3
50-34-4516 METER INSTALLATION FEES	100.00	1,050.00	2,000.00	950.00	52.5
50-34-4517 CONSTRUCTION METER FEES	.00	735.00	1,000.00	265.00	73.5
50-34-4518 CONSTRUCTION WATER FEES	1,615.14	7,128.26	5,000.00	(2,128.26)	142.6
50-34-4519 METER FEES	1,550.00	11,795.00	10,000.00	(1,795.00)	118.0
50-34-4521 BACKFLOW TEST FEES	.00	1,205.00	500.00	(705.00)	241.0
TOTAL CHARGES FOR SERVICES	393,612.32	1,568,078.19	4,137,750.00	2,569,671.81	37.9
<u>MISCELLANEOUS REVENUE</u>					
50-36-6100 INTEREST EARNINGS	62,333.05	286,731.68	584,000.00	297,268.32	49.1
50-36-6300 GRANTS	.00	.00	2,429,000.00	2,429,000.00	.0
50-36-6341 SYSTEM DEVEL FEES (TAP FEES)	50,544.00	871,363.00	1,360,000.00	488,637.00	64.1
50-36-6344 IRRIG. SYS. DEVEL. (TAP FEES)	102,459.00	130,123.00	55,000.00	(75,123.00)	236.6
50-36-6348 EFFLUENT WATER LEASES	4,000.00	4,000.00	20,000.00	16,000.00	20.0
50-36-6500 RENEWABLE ENERGY CREDIT PYMTS	1,117.28	5,671.28	25,000.00	19,328.72	22.7
50-36-6600 OTHER REVENUE	250.00	1,100.00	5,000.00	3,900.00	22.0
50-36-6700 SALE OF ASSETS	.00	875.00	.00	(875.00)	.0
TOTAL MISCELLANEOUS REVENUE	220,703.33	1,299,863.96	4,478,000.00	3,178,136.04	29.0
TOTAL FUND REVENUE	614,315.65	2,867,942.15	8,615,750.00	5,747,807.85	33.3

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
50-415-2100 LEGAL SERVICES - GENERAL	.00	.00	1,000.00	1,000.00	.0
50-415-3100 TELEPHONE	79.96	476.08	1,700.00	1,223.92	28.0
50-415-4200 MEMBERSHIPS	.00	184.50	1,200.00	1,015.50	15.4
50-415-4300 TRAINING	129.59	611.26	1,950.00	1,338.74	31.4
50-415-4310 TRAVEL & EXPENSES	.00	.00	2,575.00	2,575.00	.0
50-415-4400 PRINTING & BINDING	8,306.58	8,306.58	9,500.00	1,193.42	87.4
50-415-4900 OTHER FEES & SERVICES	176.35	596.39	3,000.00	2,403.61	19.9
50-415-5100 OFFICE SUPPLIES	.00	84.61	2,843.00	2,758.39	3.0
50-415-5160 UNIFORMS & SUPPLIES	132.72	4,506.45	4,200.00	(306.45)	107.3
50-415-8220 WATER CONSERVATION PROGRAM	821.00	16,606.00	33,000.00	16,394.00	50.3
TOTAL ADMINISTRATION	9,646.20	31,371.87	60,968.00	29,596.13	51.5
<u>WATER SUPPLY</u>					
50-450-5510 WATER LEASES	.00	36,800.00	36,100.00	(700.00)	101.9
50-450-5520 WINDY GAP CARRIAGE & POWER	.00	256,546.87	415,000.00	158,453.13	61.8
50-450-5530 COLORADO BIG THOMPSON ASSESSMT	.00	.00	131,000.00	131,000.00	.0
50-450-5541 FRICO ASSESSMENTS	.00	630.00	2,000.00	1,370.00	31.5
50-450-5560 C-B/T CARRY-OVER	.00	.00	25,000.00	25,000.00	.0
50-450-5570 WINDY GAP ADMIN/FIXED O&M COST	.00	57,000.00	127,364.00	70,364.00	44.8
50-450-6710 WATER RIGHTS--LEGAL & ENGINEER	.00	16,937.47	34,000.00	17,062.53	49.8
50-450-6750 SOUTHERN WATER SUPPLY PIPELINE	.00	.00	507,100.00	507,100.00	.0
TOTAL WATER SUPPLY	.00	367,914.34	1,277,564.00	909,649.66	28.8
<u>WATER TREATMENT</u>					
50-451-2370 TREATMENT PLANT OPERATOR	.00	59,399.32	185,000.00	125,600.68	32.1
50-451-2371 TREATMENT PLANT-CHEMICAL TEST	1,327.20	7,303.50	26,800.00	19,496.50	27.3
50-451-2372 TREATMENT PLANT-ADD'L SERVICES	.00	.00	14,300.00	14,300.00	.0
50-451-2373 STATE PERMIT & CALIBRATION	.00	15,533.25	29,400.00	13,866.75	52.8
50-451-3100 TELEPHONE	373.51	2,481.14	4,900.00	2,418.86	50.6
50-451-3110 UTILITIES	311.54	2,605.38	8,000.00	5,394.62	32.6
50-451-3150 ELECTRICITY	.00	10,938.54	32,100.00	21,161.46	34.1
50-451-3160 NATURAL GAS	.00	3,165.11	5,600.00	2,434.89	56.5
50-451-3340 REPAIR & MAINT-TREATMENT PLANT	382.00	9,860.86	51,500.00	41,639.14	19.2
50-451-3341 PROCESS & INSTRUMENT MAINT	.00	931.59	18,025.00	17,093.41	5.2
50-451-3342 MAINTENANCE - UV SYSTEM	.00	.00	27,300.00	27,300.00	.0
50-451-3390 SOLIDS HAULING	.00	.00	50,000.00	50,000.00	.0
50-451-3491 OPER & MAINT-PHOTOVOLTAIC SYS	.00	2,443.34	5,600.00	3,156.66	43.6
50-451-5140 CHEMICALS	43,880.89	66,185.89	140,100.00	73,914.11	47.2
50-451-5220 TOOLS & SMALL EQUIPMENT	217.02	1,279.55	5,400.00	4,120.45	23.7
50-451-5510 SCADA SOFTWARE	.00	8,420.00	20,500.00	12,080.00	41.1
TOTAL WATER TREATMENT	46,492.16	190,547.47	624,525.00	433,977.53	30.5

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER STORAGE & DISTRIBUTION</u>					
50-452-2210 ENGINEERING SERVICES	.00	2,455.00	50,000.00	47,545.00	4.9
50-452-2390 UTILITY LOCATION SERVICES	250.61	939.16	1,700.00	760.84	55.2
50-452-3150 ELECTRICITY	8,367.89	23,491.38	83,400.00	59,908.62	28.2
50-452-3350 REPAIR & MAINT - POTABLE LINES	19,905.76	28,300.70	181,000.00	152,699.30	15.6
50-452-3360 MAINTENANCE - IRRIGATION	.00	9,990.66	71,500.00	61,509.34	14.0
50-452-3370 MAINTENANCE - RESERVOIR/PONDS	1,816.46	1,816.46	19,600.00	17,783.54	9.3
50-452-5610 WATER METERS	.00	25,575.90	92,700.00	67,124.10	27.6
TOTAL WATER STORAGE & DISTRIBUTION	30,340.72	92,569.26	499,900.00	407,330.74	18.5
<u>NON-DEPARTMENTAL EXPENDITURES</u>					
50-490-2400 AUDITING SERVICES	6,736.89	21,139.56	23,000.00	1,860.44	91.9
50-490-2440 UTILITY BILLING FEES	2,703.64	21,161.81	20,000.00	(1,161.81)	105.8
50-490-2490 INVESTMENT FEES	1,157.38	5,775.01	16,000.00	10,224.99	36.1
50-490-2650 MANAGEMENT SERVICES	39,950.92	239,705.52	479,411.00	239,705.48	50.0
50-490-3220 MAINTENANCE - BUILDING	.00	85.54	5,000.00	4,914.46	1.7
50-490-4600 INSURANCE	.00	64,889.31	62,500.00	(2,389.31)	103.8
50-490-4800 STUDIES	7,275.00	7,275.00	32,500.00	25,225.00	22.4
50-490-5120 FUEL & MAINTENANCE	3,854.72	6,441.32	20,000.00	13,558.68	32.2
50-490-6781 WINDY GAP ALLOTMENT CONTRACT	.00	1,983,173.18	1,990,000.00	6,826.82	99.7
TOTAL NON-DEPARTMENTAL EXPENDITURES	61,678.55	2,349,646.25	2,648,411.00	298,764.75	88.7
<u>UTILITY PROJECTS</u>					
50-499-3340 FILTER MEDIA CLEANING & REPLAC	.00	23,157.26	30,000.00	6,842.74	77.2
50-499-6071 GAC SYSTEM	.00	3,720.00	159,135.00	155,415.00	2.3
50-499-6135 REUSE SYSTEM UPGRADES	.00	.00	1,000,000.00	1,000,000.00	.0
50-499-6137 SMART METERS	.00	.00	2,250,000.00	2,250,000.00	.0
50-499-6142 WATER PUMPS STATION UPGRADES	.00	.00	80,000.00	80,000.00	.0
50-499-6146 WTP BUILDING MAINTENANCE	.00	.00	60,000.00	60,000.00	.0
50-499-6148 WTP SLUDGE DRYING BEDS	.00	.00	1,630,000.00	1,630,000.00	.0
50-499-6157 POTABLE & IRRIGATION VALVE	.00	.00	70,000.00	70,000.00	.0
50-499-6159 FIRE HYDRANT REPLACEMENT	.00	.00	26,000.00	26,000.00	.0
50-499-6167 WTP CHEMICAL PUMP REPLACEMENT	.00	.00	20,000.00	20,000.00	.0
50-499-6271 FRICO PIPELINE MAINTENANCE	.00	.00	50,000.00	50,000.00	.0
50-499-6300 VEHICLES	2,159.00	2,159.00	30,000.00	27,841.00	7.2
50-499-6421 BUILDING-PW/PARKS MAINT & OPER	400.92	313,797.02	1,325,000.00	1,011,202.98	23.7
50-499-6880 WATER STORAGE TANKS CLEANING	.00	6,500.00	62,000.00	55,500.00	10.5
TOTAL UTILITY PROJECTS	2,559.92	349,333.28	6,792,135.00	6,442,801.72	5.1
TOTAL FUND EXPENDITURES	150,717.55	3,381,382.47	11,903,503.00	8,522,120.53	28.4
NET REVENUE OVER EXPENDITURES	463,598.10	(513,440.32)	(3,287,753.00)	(2,774,312.68)	(15.6)

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CHARGES FOR SERVICES</u>					
51-34-4512 TAPPING FEES	150.00	1,450.00	2,500.00	1,050.00	58.0
51-34-4514 SEWER USER FEES	224,012.36	1,290,618.71	2,497,319.00	1,206,700.29	51.7
TOTAL CHARGES FOR SERVICES	224,162.36	1,292,068.71	2,499,819.00	1,207,750.29	51.7
<u>MISCELLANEOUS REVENUE</u>					
51-36-6100 INTEREST EARNINGS	17,023.48	71,998.42	174,000.00	102,001.58	41.4
51-36-6341 SYSTEM DEVEL FEES (TAP FEES)	14,976.00	347,577.00	570,000.00	222,423.00	61.0
51-36-6500 RENEWABLE ENERGY CREDIT PYMTS	2,514.09	11,861.64	25,000.00	13,138.36	47.5
51-36-6600 OTHER REVENUE	.00	2,560.00	1,000.00	(1,560.00)	256.0
51-36-6700 SALE OF ASSETS	.00	525.00	.00	(525.00)	.0
51-36-6953 TRANSFER FROM OPERATIONS	.00	.00	644,108.00	644,108.00	.0
TOTAL MISCELLANEOUS REVENUE	34,513.57	434,522.06	1,414,108.00	979,585.94	30.7
TOTAL FUND REVENUE	258,675.93	1,726,590.77	3,913,927.00	2,187,336.23	44.1

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
51-415-2100 LEGAL SERVICES - GENERAL	.00	.00	500.00	500.00	.0
51-415-3100 TELEPHONE	47.97	285.63	1,200.00	914.37	23.8
51-415-4200 MEMBERSHIPS	.00	110.70	500.00	389.30	22.1
51-415-4300 TRAINING	77.76	366.75	1,170.00	803.25	31.4
51-415-4310 TRAVEL & EXPENSES	.00	.00	1,545.00	1,545.00	.0
51-415-4900 OTHER FEES & SERVICES	105.81	359.01	1,800.00	1,440.99	20.0
51-415-5100 OFFICE SUPPLIES	684.38	3,967.65	3,400.00	(567.65)	116.7
51-415-5160 UNIFORMS & SUPPLIES	79.64	2,703.88	3,100.00	396.12	87.2
TOTAL ADMINISTRATION	995.56	7,793.62	13,215.00	5,421.38	59.0
<u>WASTE WATER COLLECTION</u>					
51-460-2210 ENGINEERING SERVICES	.00	4,272.50	25,800.00	21,527.50	16.6
51-460-2390 UTILITY LOCATION SERVICES	243.23	911.53	2,100.00	1,188.47	43.4
51-460-3110 UTILITIES	29.41	191.40	600.00	408.60	31.9
51-460-3150 ELECTRICITY	1,909.43	8,370.28	12,100.00	3,729.72	69.2
51-460-3160 NATURAL GAS	56.75	235.42	1,030.00	794.58	22.9
51-460-3350 MAINTENANCE--UTIL LINES/CHAN'L	3,673.58	8,065.06	35,600.00	27,534.94	22.7
51-460-3430 MAINTENANCE--LIFT STATION	.00	2,240.37	12,400.00	10,159.63	18.1
TOTAL WASTE WATER COLLECTION	5,912.40	24,286.56	89,630.00	65,343.44	27.1
<u>WASTE WATER TREATMENT PLANT</u>					
51-461-2210 ENGINEERING SERVICES	.00	.00	25,800.00	25,800.00	.0
51-461-2370 TREATMENT PLANT OPERATOR	.00	136,562.80	428,000.00	291,437.20	31.9
51-461-2371 TREATMENT PLANT-CHEMICAL TEST	5,105.60	18,830.81	55,620.00	36,789.19	33.9
51-461-2372 TREATMENT PLANT-ADD'L SERVICES	.00	451.58	13,200.00	12,748.42	3.4
51-461-2373 STATE PERMITS	.00	6,002.00	30,000.00	23,998.00	20.0
51-461-3100 TELEPHONE	295.60	1,767.60	3,300.00	1,532.40	53.6
51-461-3110 UTILITIES - WATER	953.14	5,140.58	16,800.00	11,659.42	30.6
51-461-3150 ELECTRICITY	12,310.97	63,661.53	170,000.00	106,338.47	37.5
51-461-3160 NATURAL GAS	285.35	706.48	19,600.00	18,893.52	3.6
51-461-3340 REPAIR & MAINT-TREATMENT PLANT	7,118.22	30,285.69	98,400.00	68,114.31	30.8
51-461-3341 PROCESS & INSTRUMENT MAINT	.00	3,605.59	14,400.00	10,794.41	25.0
51-461-3355 BLOWER MAINTENANCE	.00	.00	2,500.00	2,500.00	.0
51-461-3390 SLUDGE HAULING	4,102.83	25,530.13	54,700.00	29,169.87	46.7
51-461-3491 OPER & MAINT-PHOTOVOLTAIC SYS	.00	11,069.18	5,600.00	(5,469.18)	197.7
51-461-5140 CHEMICALS	6,390.00	68,449.80	200,000.00	131,550.20	34.2
51-461-5220 TOOLS & SMALL EQUIPMENT	130.21	767.71	3,300.00	2,532.29	23.3
51-461-5510 SCADA SOFTWARE	.00	11,794.00	21,000.00	9,206.00	56.2
TOTAL WASTE WATER TREATMENT PLANT	36,691.92	384,625.48	1,162,220.00	777,594.52	33.1

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL EXPENDITURES</u>					
51-490-2400 AUDITING SERVICES	4,042.13	12,683.73	13,800.00	1,116.27	91.9
51-490-2440 UTILITY BILLING FEES	1,092.96	6,655.19	5,400.00	(1,255.19)	123.2
51-490-2490 INVESTMENT FEES	121.83	607.91	1,700.00	1,092.09	35.8
51-490-2650 MANAGEMENT SERVICES	23,970.58	143,823.48	287,647.00	143,823.52	50.0
51-490-3220 MAINTENANCE - BUILDING	60.87	1,011.13	2,575.00	1,563.87	39.3
51-490-4600 INSURANCE	.00	38,783.59	38,000.00	(783.59)	102.1
51-490-5120 FUEL & ROUTINE MAINTENANCE	2,312.81	3,864.69	12,100.00	8,235.31	31.9
51-490-7630 LOAN PRINCIPAL - 2020 LOAN	.00	102,111.50	204,223.00	102,111.50	50.0
51-490-7640 LOAN INTEREST - 2020 LOAN	.00	48,100.30	96,201.00	48,100.70	50.0
51-490-9530 TRANSFER TO CAPITAL	.00	.00	644,108.00	644,108.00	.0
TOTAL NON-DEPARTMENTAL EXPENDITURES	31,601.18	357,641.52	1,305,754.00	948,112.48	27.4
<u>UTILITY PROJECTS</u>					
51-499-6081 TOWNWIDE COLLECTION SYSTEM VID	.00	28,228.01	40,000.00	11,771.99	70.6
51-499-6236 WWTP MISC IMPROVEMENTS	.00	.00	50,000.00	50,000.00	.0
51-499-6237 WWTP BUILDING UPGRADES	.00	.00	40,000.00	40,000.00	.0
51-499-6239 WWTP BIOLOG. NUTRIENT REMOVAL	.00	230,749.50	150,000.00	(80,749.50)	153.8
51-499-6279 WWTP PROCESS PUMP MAINTENANCE	.00	.00	280,000.00	280,000.00	.0
51-499-6281 WWTP CONTROLS EQUIP UPGRADES	.00	13,077.30	65,000.00	51,922.70	20.1
51-499-6284 SANIT SEWER MANHOLE&LINE REHAB	.00	.00	75,000.00	75,000.00	.0
51-499-6285 WWTP FILTER MEDIA REPAIR	.00	25,327.20	35,000.00	9,672.80	72.4
51-499-6300 VEHICLES	1,295.40	1,295.40	18,000.00	16,704.60	7.2
TOTAL UTILITY PROJECTS	1,295.40	298,677.41	753,000.00	454,322.59	39.7
TOTAL FUND EXPENDITURES	76,496.46	1,073,024.59	3,323,819.00	2,250,794.41	32.3
NET REVENUE OVER EXPENDITURES	182,179.47	653,566.18	590,108.00	(63,458.18)	110.8

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

STORM DRAINAGE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CHARGES FOR SERVICES</u>					
52-34-4515	STORM DRAINAGE FEES	36,206.15	211,519.02	437,000.00	225,480.98	48.4
	TOTAL CHARGES FOR SERVICES	36,206.15	211,519.02	437,000.00	225,480.98	48.4
	<u>MISCELLANEOUS REVENUE</u>					
52-36-6100	INTEREST EARNINGS	3,445.11	14,997.16	30,000.00	15,002.84	50.0
52-36-6341	SYSTEM DEVEL FEES (TAP FEES)	4,650.00	112,707.00	195,000.00	82,293.00	57.8
52-36-6700	SALE OF ASSETS	.00	350.00	.00	(350.00)	.0
52-36-6910	TRANSFER FROM GENERAL FUND	.00	.00	2,500.00	2,500.00	.0
	TOTAL MISCELLANEOUS REVENUE	8,095.11	128,054.16	227,500.00	99,445.84	56.3
	TOTAL FUND REVENUE	44,301.26	339,573.18	664,500.00	324,926.82	51.1

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

STORM DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
52-415-2100 LEGAL SERVICES - GENERAL	.00	.00	500.00	500.00	.0
52-415-2300 PLANNING SERVICES - (KICP)	.00	.00	22,000.00	22,000.00	.0
52-415-2373 MS4 PERMIT ADMINISTRATION	.00	17,868.45	115,000.00	97,131.55	15.5
52-415-3100 TELEPHONE	31.98	190.43	1,000.00	809.57	19.0
52-415-4200 MEMBERSHIPS	.00	963.80	1,000.00	36.20	96.4
52-415-4300 TRAINING	51.82	244.46	780.00	535.54	31.3
52-415-4310 TRAVEL & EXPENSES	.00	.00	1,030.00	1,030.00	.0
52-415-4900 OTHER FEES & SERVICES	70.54	241.25	1,000.00	758.75	24.1
52-415-5100 OFFICE SUPPLIES	.00	33.84	1,250.00	1,216.16	2.7
52-415-5160 UNIFORMS & SUPPLIES	53.08	1,802.51	1,545.00	(257.51)	116.7
TOTAL ADMINISTRATION	207.42	21,344.74	145,105.00	123,760.26	14.7
<u>STORM DRAINAGE</u>					
52-480-2210 ENGINEERING SERVICES	.00	.00	7,500.00	7,500.00	.0
52-480-2390 UTILITY LOCATION SERVICES	243.23	911.53	2,060.00	1,148.47	44.3
52-480-3350 REPAIR & MAINT-UTIL'Y CHANNELS	2,116.01	3,028.42	3,090.00	61.58	98.0
52-480-3370 REPAIR & MAINT-RESERVOIR/PONDS	3,372.59	18,964.89	54,870.00	35,905.11	34.6
52-480-3510 STREET SWEEPING	5,294.00	5,822.75	15,000.00	9,177.25	38.8
52-480-5220 TOOLS & SMALL EQUIPMENT	86.80	511.71	2,000.00	1,488.29	25.6
TOTAL STORM DRAINAGE	11,112.63	29,239.30	84,520.00	55,280.70	34.6
<u>NON-DEPARTMENTAL EXPENDITURES</u>					
52-490-2400 AUDITING SERVICES	2,694.75	8,455.81	9,200.00	744.19	91.9
52-490-2440 UTILITY BILLING FEES	345.15	2,101.63	2,060.00	(41.63)	102.0
52-490-2650 MANAGEMENT SERVICES	15,980.33	95,881.98	191,764.00	95,882.02	50.0
52-490-4600 INSURANCE	.00	25,855.71	26,000.00	144.29	99.5
52-490-5120 FUEL & ROUTINE MAINTENANCE	1,541.84	2,569.15	6,000.00	3,430.85	42.8
TOTAL NON-DEPARTMENTAL EXPENDITURES	20,562.07	134,864.28	235,024.00	100,159.72	57.4
<u>UTILITY PROJECTS</u>					
52-499-6300 VEHICLES	863.60	863.60	12,000.00	11,136.40	7.2
52-499-6992 RESERVOIR & PONDS MAINTENANCE	.00	.00	150,000.00	150,000.00	.0
TOTAL UTILITY PROJECTS	863.60	863.60	162,000.00	161,136.40	.5
TOTAL FUND EXPENDITURES	32,745.72	186,311.92	626,649.00	440,337.08	29.7
NET REVENUE OVER EXPENDITURES	11,555.54	153,261.26	37,851.00	(115,410.26)	404.9

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

WASTE COLLECTION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CHARGES FOR SERVICES</u>					
53-34-4520 TRASH AND RECYCLING USER FEES	36,183.59	208,143.28	413,000.00	204,856.72	50.4
TOTAL CHARGES FOR SERVICES	36,183.59	208,143.28	413,000.00	204,856.72	50.4
TOTAL FUND REVENUE	36,183.59	208,143.28	413,000.00	204,856.72	50.4

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

WASTE COLLECTION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>WASTE COLLECTION</u>					
53-481-3630	TRASH AND RECYLING	.00	138,166.60	413,000.00	274,833.40	33.5
	TOTAL WASTE COLLECTION	.00	138,166.60	413,000.00	274,833.40	33.5
	TOTAL FUND EXPENDITURES	.00	138,166.60	413,000.00	274,833.40	33.5
	NET REVENUE OVER EXPENDITURES	36,183.59	69,976.68	.00	(69,976.68)	.0

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

ORIGINAL TOWN SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
MISCELLANEOUS REVENUE					
54-36-6100 INTEREST EARNINGS	100.03	458.36	.00	(458.36)	.0
TOTAL MISCELLANEOUS REVENUE	100.03	458.36	.00	(458.36)	.0
TOTAL FUND REVENUE	100.03	458.36	.00	(458.36)	.0
NET REVENUE OVER EXPENDITURES	100.03	458.36	.00	(458.36)	.0

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
MISCELLANEOUS REVENUE					
70-36-6100 INTEREST EARNINGS	137.05	2,132.87	2,000.00	(132.87)	106.6
70-36-6310 CONSERVATION TRUST FUNDS	29,708.96	77,106.26	150,000.00	72,893.74	51.4
TOTAL MISCELLANEOUS REVENUE	29,846.01	79,239.13	152,000.00	72,760.87	52.1
TOTAL FUND REVENUE	29,846.01	79,239.13	152,000.00	72,760.87	52.1

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PARKS & RECREATION</u>					
70-426-3480	POOLS REPAIRS AND IMPROVEMENTS	28,503.67	215,053.67	75,000.00	(140,053.67)	286.7
70-426-6290	TREE, PLANT AND SHRUB ENHANCE	7,824.01	54,883.76	75,000.00	20,116.24	73.2
	TOTAL PARKS & RECREATION	36,327.68	269,937.43	150,000.00	(119,937.43)	180.0
	TOTAL FUND EXPENDITURES	36,327.68	269,937.43	150,000.00	(119,937.43)	180.0
	NET REVENUE OVER EXPENDITURES	(6,481.67)	(190,698.30)	2,000.00	192,698.30	(9534.

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

OPEN SPACE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TAXES</u>					
71-31-1300 GENERAL SALES TAX	78,362.60	78,362.60	735,000.00	656,637.40	10.7
71-31-1310 USE TAX--VEHICLE	8,911.71	19,349.95	100,000.00	80,650.05	19.4
71-31-1320 USE TAX--BUILDING	3,708.97	40,110.77	35,000.00	(5,110.77)	114.6
TOTAL TAXES	90,983.28	137,823.32	870,000.00	732,176.68	15.8
<u>MISCELLANEOUS REVENUE</u>					
71-36-6100 INTEREST EARNINGS	.00	1,096.93	22,000.00	20,903.07	5.0
71-36-6210 LEASE REVENUE	1,818.13	10,908.78	21,180.00	10,271.22	51.5
71-36-6300 GRANTS	.00	.00	521,234.00	521,234.00	.0
71-36-6600 OTHER REVENUE	116.46	116.46	900,900.00	900,783.54	.0
TOTAL MISCELLANEOUS REVENUE	1,934.59	12,122.17	1,465,314.00	1,453,191.83	.8
TOTAL FUND REVENUE	92,917.87	149,945.49	2,335,314.00	2,185,368.51	6.4

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

OPEN SPACE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPEN SPACE</u>					
71-471-1010 REGULAR SALARIES	4,816.00	31,304.00	62,593.00	31,289.00	50.0
71-471-1040 PART-TIME SALARIES	3,834.00	6,581.25	20,592.00	14,010.75	32.0
71-471-1060 OVERTIME	.00	.00	500.00	500.00	.0
71-471-1300 PAYROLL COSTS (BENEFITS)	2,238.34	13,589.02	30,750.00	17,160.98	44.2
71-471-1400 EMPLOYER CONTRIBUTION - FICA	367.80	970.53	915.00	(55.53)	106.1
71-471-2650 MANAGEMENT SERVICES	2,022.75	12,136.50	24,273.00	12,136.50	50.0
71-471-3140 WATER	1,886.46	2,123.28	29,025.00	26,901.72	7.3
71-471-3450 MAINTENANCE - LANDSCAPE	12,513.78	82,100.35	200,000.00	117,899.65	41.1
71-471-3470 MAINTENANCE - FENCE	.00	28,400.59	50,000.00	21,599.41	56.8
71-471-4122 OPEN SPACE COORDINATION	3,610.21	5,929.95	20,000.00	14,070.05	29.7
71-471-4200 MEMBERSHIPS	.00	.00	2,500.00	2,500.00	.0
71-471-6900 LAND	.00	1,127,485.00	1,365,000.00	237,515.00	82.6
71-471-6907 COYOTE RIDGE TRAILHEAD&WAYFIND	12,104.59	120,181.02	.00	(120,181.02)	.0
71-471-6912 MASTER PLAN IMPLEMENTATION	10,810.55	29,083.85	50,000.00	20,916.15	58.2
71-471-6913 OPEN SPACE FUELS MITIGATION	201,422.40	562,184.19	674,496.00	112,311.81	83.4
TOTAL OPEN SPACE	255,626.88	2,022,069.53	2,530,644.00	508,574.47	79.9
TOTAL FUND EXPENDITURES	255,626.88	2,022,069.53	2,530,644.00	508,574.47	79.9
NET REVENUE OVER EXPENDITURES	(162,709.01)	(1,872,124.04)	(195,330.00)	1,676,794.04	(958.4)

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

CLASS ONE LANDSCAPE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CHARGES FOR SERVICES</u>					
72-34-4710 LANDSCAPE MAINTENANCE FEES	203,995.42	1,203,472.47	2,416,000.00	1,212,527.53	49.8
TOTAL CHARGES FOR SERVICES	203,995.42	1,203,472.47	2,416,000.00	1,212,527.53	49.8
<u>MISCELLANEOUS REVENUE</u>					
72-36-6100 INTEREST EARNINGS	1,565.75	6,433.01	16,000.00	9,566.99	40.2
TOTAL MISCELLANEOUS REVENUE	1,565.75	6,433.01	16,000.00	9,566.99	40.2
TOTAL FUND REVENUE	205,561.17	1,209,905.48	2,432,000.00	1,222,094.52	49.8

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

CLASS ONE LANDSCAPE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS & RECREATION</u>					
72-426-2440 UTILITY BILLING FEES	1,610.67	9,807.63	8,000.00	(1,807.63)	122.6
72-426-2630 MOSQUITO CONTROL	12,479.20	12,479.20	33,000.00	20,520.80	37.8
72-426-2650 MANAGEMENT SERVICES	26,295.42	157,772.52	315,545.00	157,772.48	50.0
72-426-3140 WATER	70,491.04	78,903.67	472,303.00	393,399.33	16.7
72-426-3150 ELECTRICITY	3,728.49	18,314.28	46,523.00	28,208.72	39.4
72-426-3290 MAINTENANCE - TRAILS	496.57	6,731.57	50,985.00	44,253.43	13.2
72-426-3320 MAINTENANCE - PLAYGROUND	753.00	9,100.04	16,995.00	7,894.96	53.6
72-426-3370 MAINTENANCE - RESERVOIR/PONDS	2,925.00	9,393.00	57,165.00	47,772.00	16.4
72-426-3450 MAINTENANCE - LANDSCAPE	157,508.31	725,965.34	1,555,960.00	829,994.66	46.7
72-426-4900 OTHER FEES & SERVICES	.00	73.42	2,060.00	1,986.58	3.6
72-426-6080 DRAINAGE IMPROVEMENTS	.00	.00	5,000.00	5,000.00	.0
72-426-8230 WILDLIFE & VEGETATION MGMT	.00	482.79	7,983.00	7,500.21	6.1
TOTAL PARKS & RECREATION	276,287.70	1,029,023.46	2,571,519.00	1,542,495.54	40.0
TOTAL FUND EXPENDITURES	276,287.70	1,029,023.46	2,571,519.00	1,542,495.54	40.0
NET REVENUE OVER EXPENDITURES	(70,726.53)	180,882.02	(139,519.00)	(320,401.02)	129.7

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

MARSHALL FIRE RECOVERY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
73-31-1300	GENERAL SALES TAX	59,485.36	375,126.69	725,000.00	349,873.31	51.7
73-31-1310	USE TAX--VEHICLE	4,752.91	26,319.79	69,000.00	42,680.21	38.1
73-31-1320	USE TAX--BUILDING	1,978.12	24,059.07	21,000.00	(3,059.07)	114.6
	TOTAL TAXES	66,216.39	425,505.55	815,000.00	389,494.45	52.2
	<u>MISCELLANEOUS REVENUE</u>					
73-36-6100	INTEREST EARNINGS	770.39	1,406.36	5,000.00	3,593.64	28.1
	TOTAL MISCELLANEOUS REVENUE	770.39	1,406.36	5,000.00	3,593.64	28.1
	TOTAL FUND REVENUE	66,986.78	426,911.91	820,000.00	393,088.09	52.1

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

MARSHALL FIRE RECOVERY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL EXPENDITURES</u>					
73-490-9420 TRANSFER TO CAPITAL IMPRV FUND	.00	.00	820,000.00	820,000.00	.0
TOTAL NON-DEPARTMENTAL EXPENDITURES	.00	.00	820,000.00	820,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	820,000.00	820,000.00	.0
NET REVENUE OVER EXPENDITURES	66,986.78	426,911.91	.00	(426,911.91)	.0



Item Number:4.f.

Information for Meeting of the Superior Town Council

Agenda Item Name: An Ordinance of the Town Council of the Town of Superior Repealing Sections 2-2-10, 2-2-20 and 2-2-30 of the Superior Municipal Code Regarding the Town Council

Meeting Date: August 24, 2026

Presented By: Nicholas Hartman, Town Attorney, Matt Magley, Town Manager

Presented For: Approval

Background:

Sections 2-2-10, 2-2-20 and 2-2-30 of the Superior Municipal Code cover the qualifications, vacancies, and terms of office for the Council. These sections conflict with Article 3 of the Superior Home Rule Charter. When there is a conflict between the Code and Charter the Charter takes precedence. The attached ordinance repeals these sections of the Code and eliminates the conflicts with the Charter.

Recommendation:

Approval of the ordinance.

Budget Implications:

None

Motion:

Move to approve an ordinance of the Town Council of the Town of Superior repealing Sections 2-2-10, 2-2-20 and 2-2-30 of the Superior Municipal Code regarding the Town Council.

Attachments:

1. Council Code Clean-up-O081226

Town of Superior
Ordinance Number O-18
Series 2026

**An Ordinance of the Town Council of the Town of Superior
Repealing Sections 2-2-10, 2-2-20 and 2-2-30 of the Superior
Municipal Code Regarding the Town Council**

Whereas, the Town Council finds that it is in the best interest of the public health, safety, and welfare to repeal Sections 2-2-10, 2-2-20 and 2-2-30 of the Superior Municipal Code (the "Code") to eliminate conflicts between the Code and the Town of Superior Home Rule Charter.

Now, therefore, be it ordained by the Town Council of the Town of Superior, Colorado:

Section 1. Sections 2-2-10, 2-2-20 and 2-2-30 of the Superior Municipal Code are repealed in their entirety.

Section 2. Effective Date. This Ordinance shall take effect 10 days after publication following adoption.

Introduced, read, passed and ordered published this 24 day of August, 2026.

Mark Lacis, Mayor

Attest:

Shannon Dujardin, Town Clerk



Item Number:5.a.

Information for Meeting of the Superior Town Council

Agenda Item Name: Public Hearing Regarding a New Hotel and Restaurant License, 2245 Main Street, Suite 1001

Meeting Date: August 24, 2026

Presented By: Shannon Dujardin, Town Clerk

Presented For: Approval

Background:

Superior Restaurant Group Incorporated d/b/a bb.q Chicken applied for a Hotel and Restaurant license for the location at 2245 Main Street, Suite 1001. The Town Council sits as the Liquor Licensing Authority for consideration of new licenses. In such a capacity, the Council sits as a quasi—judicial body and can only consider what is presented during the public hearing in deciding whether or not to grant the license.

Notice of this hearing was required to be posted and published, and these requirements were met.

The applicant will be in attendance to present testimony to show this request meets the prerequisites of State law. Those prerequisites include: (a) the needs and desires the adult inhabitants of the neighborhood (usually demonstrated by petitions); (b) certain features of the premises to be licensed, and (c) the reputation and character of the applicant. Fingerprint background check is required for Cynthia Pham and Timothy Roman and the results have been received.

The attached Preliminary Findings were issued administratively and include the minimum findings required for the license to be issued. If these minimum findings had not been met, the license would not be eligible for approval. Additional findings may be added. Tonight you will consider additional information that may be presented by the Applicant about the needs and desires of the adult inhabitants of the neighborhood and other information. In addition, you will consider comments made during a public hearing.

A decision does not have to be made the same night as the hearing, but it will need to be made within 30 days of closing the hearing.

Recommendation:

After the public hearing, make a determination on each of the findings and conditions listed below and supplement these findings with any other findings the Authority may want to add.

- a. Whether the applicant is qualified to obtain the license and why;
- b. Whether there is evidence that the reasonable requirements of the neighborhood establish a need for the issuance of the license and why; and
- c. Whether there is evidence that the adult inhabitants of the neighborhood desire that the application be approved and why.

Budget Implications:

Motion:

Move to approve a Hotel and Restaurant license for Superior Restaurant Group Incorporated d/b/a bb.q Chicken.

Attachments:

1. bbq Chicken Application_Redacted
2. BB Q Chicken_LiquorPros Final Report and Petitions_ SUPERIOR AUGUST 2026
3. PRELIMINARY FINDINGS AND REPORT
4. CONFIDENTIAL -bbq Chicken full application

Colorado Liquor Retail License Application

* Note that the Division will not accept cash ☐ Paid by Check Date Uploaded to MoveIt

☐ Paid Online

☐ New License ☒ New-Concurrent ☐ Transfer of Ownership ☐ State Property Only ☐ Master file

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor and Beer Code: SBG.Colorado.gov/Liquor

Applicant is applying as a/an ☐ Individual ☐ Limited Liability Company ☐ Association or Other
☒ Corporation ☐ Partnership (includes Limited Liability and Spouse or Partner in a Civil Union)

Applicant Name If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation

SUPERIOR RESTAURANT GROUP INCORPORATED

FEIN Number

[REDACTED]

State Sales Tax Number

[REDACTED]

Trade Name of Establishment (DBA)

bb q Chicken

Business Telephone

[REDACTED]

Address of Premises (specify exact location of premises, include suite/unit numbers)

2245 MAIN STREET, SUITE 1001

City

SUPERIOR

County

BOULDER

State

CO

ZIP Code

80027

Mailing Address (Number and Street)

2245 MAIN STREET, SUITE 1001

City or Town

SUPERIOR

State

CO

ZIP Code

80027

Email Address

SUPERIORBBQCHICKEN@GMAIL.COM

If the premises currently has a liquor or beer license, you must answer the following questions.

Present Trade Name of Establishment (DBA)

N/A

Present State License Number

N/A

Present Class of License

N/A

Present Expiration Date

N/A

Section A Nonrefundable application fees*

- ☐ Application Fee for New License.....\$1,100.00
- ☒ Application Fee for New License with Concurrent Review.....\$1,200.00
- ☐ Application Fee for Transfer.....\$1,100.00

Section B Liquor License Fees*

- ☐ Add Optional Premises to H & R.....\$100.00 X Total
- ☐ Add Sidewalk Service Area.....\$75.00
- ☐ Arts License (City).....\$308.75
- ☐ Arts License (County).....\$308.75
- ☐ Beer and Wine License (City).....\$351.25
- ☐ Beer and Wine License (County).....\$436.25
- ☐ Brew Pub License (City).....\$750.00
- ☐ Brew Pub License (County).....\$750.00
- ☐ Campus Liquor Complex (City).....\$500.00
- ☐ Campus Liquor Complex (County).....\$500.00
- ☐ Campus Liquor Complex (State).....\$500.00
- ☐ Club License (City).....\$308.75
- ☐ Club License (County).....\$308.75
- ☐ Distillery Pub License (City).....\$750.00
- ☐ Distillery Pub License (County).....\$750.00
- ☐ Entertainment Facility License (City).....\$500.00
- ☐ Entertainment Facility License (County).....\$500.00
- ☒ Hotel and Restaurant License (City).....\$500.00
- ☐ Hotel and Restaurant License (County).....\$500.00
- ☐ Hotel and Restaurant License with one optional premises (City).....\$600.00
- ☐ Hotel and Restaurant License with one optional premises (County).....\$600.00
- ☐ Liquor-Licensed Drugstore (City).....\$227.50
- ☐ Liquor-Licensed Drugstore (County).....\$312.50
- ☐ Lodging Facility License (City).....\$500.00
- ☐ Lodging Facility License (County).....\$500.00

Section B Liquor License Fees* (Continued)

☐ Manager Registration - H & R.....	\$30.00
☐ Manager Registration - Tavern.....	\$30.00
☐ Manager Registration - Lodging & Entertainment.....	\$30.00
☐ Manager Registration - Campus Liquor Complex.....	\$30.00
☐ Optional Premises License (City).....	\$500.00
☐ Optional Premises License (County).....	\$500.00
☐ Racetrack License (City).....	\$500.00
☐ Racetrack License (County).....	\$500.00
☐ Resort Complex License (City).....	\$500.00
☐ Resort Complex License (County).....	\$500.00
☐ Related Facility - Campus Liquor Complex (City).....	\$160.00
☐ Related Facility - Campus Liquor Complex (County).....	\$160.00
☐ Related Facility - Campus Liquor Complex (State).....	\$160.00
☐ Retail Gaming Tavern License (City).....	\$500.00
☐ Retail Gaming Tavern License (County).....	\$500.00
☐ Retail Liquor Store License - Additional (City).....	\$227.50
☐ Retail Liquor Store License - Additional (County).....	\$312.50
☐ Retail Liquor Store (City).....	\$227.50
☐ Retail Liquor Store (County).....	\$312.50
☐ Tavern License (City).....	\$500.00
☐ Tavern License (County).....	\$500.00
☐ Vintners Restaurant License (City).....	\$750.00
☐ Vintners Restaurant License (County).....	\$750.00

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number

Liability Date

License Issued Through (Expiration Date)

Total

\$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Items submitted, please check all appropriate boxes completed or documents submitted

I. Applicant information

- ☒ Applicant/Licensee identified
- ☒ State sales tax license number listed or applied for at time of application
- ☒ License type or other transaction identified
- ☒ Return originals to local authority (additional items may be required by the local licensing authority)
- ☒ All sections of the application need to be completed
- ☐ Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application

II. Diagram of the premises

- ☒ No larger than 8½" X 11"
- ☒ Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- ☒ Separate diagram for each floor (if multiple levels)
- ☒ Return originals to local authority (additional items may be required by the local licensing authority)
- ☒ Kitchen - identified if Hotel and Restaurant
- ☒ Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)

- ☐ Deed in name of the applicant (or) (matching Applicant Name provided on page 1) date stamped / filed with County Clerk
- ☒ Lease in the name of the applicant (or) (matching Applicant Name provided on page 1)
- ☐ Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- ☐ Other agreement if not deed or lease. (matching Applicant Name provided on page 1)

IV. Background information (DR 8404-I) and financial documents

- ☒ Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- ☐ Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State
Do not complete fingerprint cards prior to submitting your application.
The Vendors are as follows:
IdentoGO
Appointment Scheduling Website: <https://uenroll.identogo.com/workflows/25YQHT>
Phone: 844-539-5539 (toll-free)
IdentoGO FAQs: <https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/biometric-identification-and-records-unit-faqs>
State Liquor Code for IdentoGO: 25YQHT
Colorado Fingerprinting
Appointment Scheduling Website: <http://www.coloradofingerprinting.com/cabs/>
Phone: 720-292-2722 833-224-2227 (toll free)
State Liquor Code for Colorado Fingerprinting: C030LIQI

- ☐ Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- ☒ List of all notes and loans (Copies to also be attached)

V. Sole proprietor/Spouse or partners in a civil union (if applicable)

- ☐ Form DR 4679 Lawful Presence Affidavit
- ☐ Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable)

- ☒ Certificate of Incorporation
- ☒ Certificate of Good Standing
- ☐ Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership applicant information (if applicable)

- ☐ Partnership Agreement (general or limited).
- ☐ Certificate of Good Standing

VIII. Limited Liability Company applicant information (if applicable)

- ☐ Copy of articles of organization
- ☐ Certificate of Good Standing
- ☐ Copy of Operating Agreement (if applicable)
- ☐ Certificate of Authority if foreign LLC (out of state applicants only)

IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application

- ☐ \$30.00 fee
- ☒ If owner is managing, no fee required

1. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?..... ☐ Yes ☒ No

2. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):

a. Been denied an alcohol beverage license?..... ☐ Yes ☒ No

b. Had an alcohol beverage license suspended or revoked?..... ☐ Yes ☒ No

c. Had interest in another entity that had an alcohol beverage license suspended or revoked?..... ☐ Yes ☒ No

If you answered yes to a, b or c above, explain in detail on a separate sheet.

3. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years?..... ☐ Yes ☒ No

If "yes", explain in detail.

4. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?..... ☐ Yes ☒ No

or

Waiver by local ordinance? ☐ Yes ☐ No

Other

5. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS..... ☐ Yes ☐ No

6. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS..... ☐ Yes ☐ No

For additional Retail Liquor Store only.

- a. Was your Retail Liquor Store License issued on or before January 1, 2016?.... ☐ Yes ☐ No
- b. Are you a Colorado resident?..... ☐ Yes ☐ No

7. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee..... ☐ Yes ☒ No

8. Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by ownership**, lease or other arrangement?..... ☒ Yes ☐ No

☐ Ownership ☒ Lease ☐ Other (Explain in detail)

- a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:

Landlord	Tenant	Expires
CP VII SUPERIOR, LLC	SUPERIOR RESTAURANT GROUP INCORPORATED	AUGUST 22, 2038

- b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question on page 9..... ☐ Yes ☒ No
- c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".

9. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name		First Name	
SEE ATTACHED QUESTION 9 FINANCIAL INTERESTS		AND AGREEMENTS DISCLOSURE	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
N/A	N/A	N/A	
Last Name		First Name	
N/A		N/A	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
N/A	N/A	N/A	
Last Name		First Name	
N/A		N/A	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
N/A	N/A	N/A	

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

10. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?..... ☐ Yes ☐ No

Number of additional Optional Premise areas requested. (See license fee chart)

For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

11. Liquor Licensed Drugstore (LLDS) applicants, answer the following:

a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's L L D S premise?..... ☐ Yes ☐ No

If "yes" a copy of license must be attached.

12. Club Liquor License applicants answer the following: Attach a copy of applicable documentation

- a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?..... ☐ Yes ☐ No
- b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?..... ☐ Yes ☐ No

c. How long has the club been incorporated?.....

- d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?..... ☐ Yes ☐ No

13. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:

- a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)..... ☐ Yes ☐ No

14. Campus Liquor Complex applicants answer the following:

- a. Is the applicant an institution of higher education?..... ☐ Yes ☐ No
- b. Is the applicant a person who contracts with the institution of higher education to provide food services?..... ☐ Yes ☐ No

If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

15. For all on-premises applicants.

- a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager

PHAM

First Name of Manager

CYNTHIA

- 16. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.**..... ☐ Yes ☒ No

Name

Type of License

Account Number

17. Related Facility - Campus Liquor Complex applicants answer the following:

- a. Is the related facility located within the boundaries of the Campus Liquor Complex?**..... ☐ Yes ☐ No

If yes, please provide a map of the geographical location within the Campus Liquor Complex.

If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.

b. Designated Manager for Related Facility - Campus Liquor Complex

Last Name of Manager

First Name of Manager

18. Entertainment Facility License

If Applicant is applying for an Entertainment Facility License, you affirm that your business model and aligns with the statutory privileges and requirements:..... ☐ Yes ☐ No

Pursuant to 44-3-103(15.5) C.R.S., an Entertainment Facility means an establishment in which the primary business is to provide the public with sports or entertainment activities within its licensed premises; and that, incidental to its primary business, sells and serves alcohol beverages at retail for consumption on the licensed premises; and has sandwiches and light snacks available for consumption on the licensed premises.

If Applicant is applying for a Lodging Facility License, you affirm that your business model and aligns with the statutory privileges and requirements:..... ☐ Yes ☐ No

Pursuant to 44-3-103(29) C.R.S., a Lodging Facility means an establishment in which the primary business is to provide the public with sleeping rooms and meeting facilities; and that sells and serves alcohol beverages at retail for consumption on the licensed premises; and has sandwiches and light snacks available for consumption on the licensed premises.

19. Tax Information.

- a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?**..... ☐ Yes ☒ No

- b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?**..... ☐ Yes ☒ No

If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant**. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name			Date of Birth (MM/DD/YY)	
CYNTHIA PHAM			[REDACTED]	
Street Address				
[REDACTED]				
City	State	ZIP Code	Position	% Owned
SUPERIOR	CO	80027	PRESIDENT, SECRETARY, TREASURER, AND DIRECTOR	0.37% INDIVIDUALLY - SEE ATTACHED OWNERSHIP SCHEDULE
Name			Date of Birth (MM/DD/YY)	
TIMOTHY ROMAN			[REDACTED]	
Street Address				
[REDACTED]				
City	State	ZIP Code	Position	% Owned
SUPERIOR	CO	80027	VICE PRESIDENT & DIRECTOR	0.37% INDIVIDUALLY - SEE ATTACHED OWNERSHIP SCHEDULE
Name			Date of Birth (MM/DD/YY)	
Superior Restaurant Group Incorporated 401(k) Plan F/B/O CYNTHIA PHAM			N/A	
Street Address				
[REDACTED]				
City	State	ZIP Code	Position	% Owned
SUPERIOR	CO	80027	STOCKHOLDER OF RECORD	49.63%
Name			Date of Birth (MM/DD/YY)	
Superior Restaurant Group Incorporated 401(k) Plan F/B/O TIMOTHY ROMAN			N/A	
Street Address				
[REDACTED]				
City	State	ZIP Code	Position	% Owned
SUPERIOR	CO	80027	STOCKHOLDER OF RECORD	49.63%
Name			Date of Birth (MM/DD/YY)	
N/A			N/A	
Street Address				
N/A				
City	State	ZIP Code	Position	% Owned
N/A	N/A	N/A	N/A	N/A

- ** If applicant is owned 100% by a parent company, please list the designated principal officer on above.
- ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)
- ** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

☐ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

I would like to apply for a Two-Year Renewal..... ☒ Yes ☐ No

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer and Wine Code which affect my license.

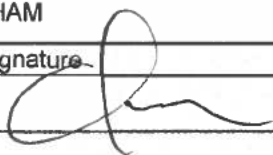
Printed Name

CYNTHIA PHAM

Title

PRESIDENT

Authorized Signature



Date (MM/DD/YY)

6/26/2026

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority

Date of local authority hearing (for new
license applicants; cannot be less than
30 days from date of application)

For Transfer Applications Only - Is the license being transferred valid?..... ☐ Yes ☐ No

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

☐ Fingerprinted

☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license

(Check One)

☐ Date of inspection or anticipated date

☐ Will conduct inspection upon approval of state licensing authority

☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within
1,500 feet of another retail liquor license for off-premises sales in a jurisdiction
with a population of > 10,000?.....

☐ Yes ☐ No

☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within
3,000 feet of another retail liquor license for off-premises sales in a jurisdiction
with a population of < 10,000?.....

☐ Yes ☐ No

NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.

☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%)
of the applicant's gross annual income derived from the sale of food, during the
prior twelve (12) month period?.....

☐ Yes ☐ No

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Report and Approval of Local Licensing Authority (Continued)

Local Licensing Authority approves the Temporary Permit..... ☐ Yes ☐ No

Approval Date of the Temporary Permit

Expiration Date of the Temporary Permit

*If the temporary permit expires or an extension is required, the state liquor licensing authority should be notified of the status of the temporary permit.

**If the temporary permit information is not filled out for the transfer of ownership, the Transfer Application will not be accepted and processed.

Local Licensing Authority Approves this license for a two-year renewal..... ☐ Yes ☐ No

If "No", please cite the law, regulation, local ordinance or resolution that gives the local licensing authority the ability to deny the applicant and grounds for denial. Also, please provide any and all investigative reports, and administrative or criminal action that relate or justify this denial.

Proof of Violation

Local Licensing Authority for

Telephone Number

☐ Town, City

☐ County

Printed Name

Title

Signature

Date (MM/DD/YY)

Printed Name

Title

Signature

Date (MM/DD/YY)

Tax Check Authorization, Waiver, and Request to Release Information

I, CYNTHIA PHAM

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter

"Waiver") on behalf of

(the "Applicant/Licensee")

SUPERIOR RESTAURANT GROUP INCORPORATED

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

SUPERIOR RESTAURANT GROUP INCORPORATED

Social Security Number/Tax Identification Number

[REDACTED]

Home Phone Number

[REDACTED]

Business/Work Phone Number

[REDACTED]

Street Address

2245 MAIN STREET, SUITE 1001

City

SUPERIOR

State

CO

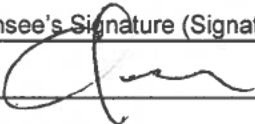
ZIP Code

80027

Printed name of person signing on behalf of the Applicant/Licensee

CYNTHIA PHAM

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)



Date Signed

6/26/2026

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).



August 10, 2026

RESULTS OF THE LIQUOR LICENSE SURVEY REGARDING: **BB Q Chicken**
 2245 Main Street, Suite 1001
 Superior, CO 80027

Applicant: Superior Restaurant Group Incorporated
 Purpose: Application for a NEW Hotel and Restaurant Liquor License

ISSUE: A petition was circulated to determine if the needs of the neighborhood and desires of the inhabitants were or were not being presently met by existing similar alcoholic beverage outlets. Those in favor of BB Q Chicken being granted a NEW Hotel and Restaurant Liquor License indicated by checking the "Favor – YES" column of the signature sheet and those opposed checked the "Oppose - NO" column. The results were as follows:

Favor "YES"		Oppose "NO"		<u>TOTAL SIGNATURES</u>
100%	102	---	0	102

SURVEY STATISTICS

	Favor "YES"		Oppose "NO"		TOTAL
Business Survey Results	100%	40	---	0	40
Residential Survey Results	100%	62	---	0	62

Percentages in this report have been rounded to the nearest whole number.

	BUSINESS	RESIDENTIAL	TOTAL
No Response	19	228	247
Declined to Participate	15	24	39
Not Qualified to Sign	5	8	13
Disqualified	0	0	0
"No" Signatures	0	0	0
"Yes" Signatures	40	62	102
TOTAL CONTACTS & ATTEMPTS	79	322	401

SURVEY STATISTICS

>Number of Businesses and Residents Contacted: 401 Attempts – 247 No Response = 154
 >Business Survey Participation Rate: 40 Signatures/ 55 Qualified Contacts = 73%
 >Residential Survey Participation Rate: 62 Signatures/ 86 Qualified Contacts = 72%
 >Percentage of Residents Home During Survey: 94 Contacts/ 322 Attempts = 29%

REASONS FOR OPPOSITION SIGNATURES		REASONS FOR DECLINING TO PARTICIPATE	
No Reason	0	Not Interested	18
Total	0	Do Not Sign Any Petitions / Surveys	10
		Against Company Policy	6
		Too Busy	5
		Total	39
		<u>NOT QUALIFIED CONTACTS</u>	
		Non-Resident	8
		Owner / Manager Unavailable	5
		Total	13

PETITION METHODOLOGY

- Survey Date and Times:**

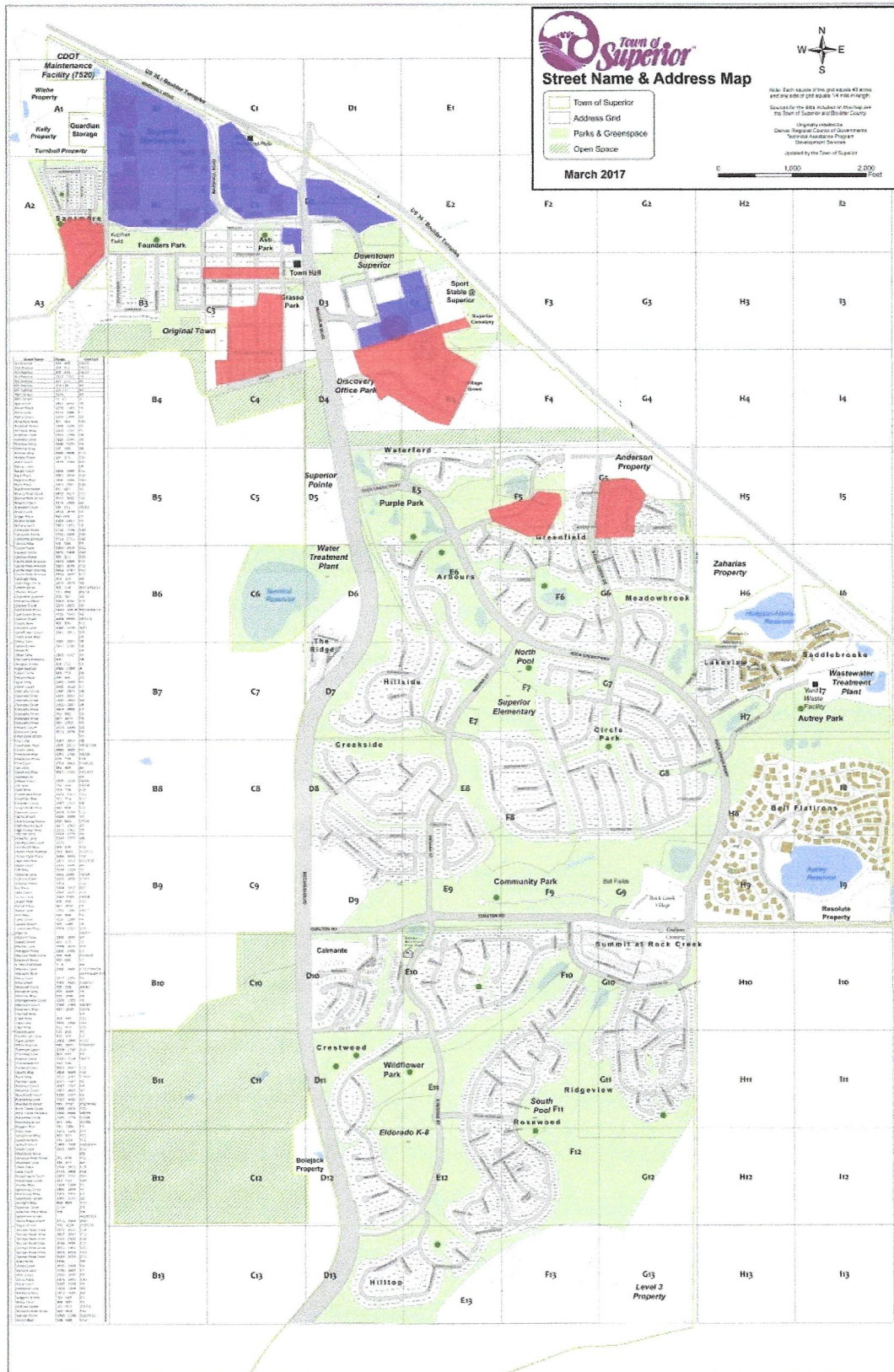
Business & Residential:	Monday	July 27, 2026	10:00 am – 5:00 pm
Business & Residential:	Wednesday	July 29, 2026	12:00 pm - 7:00 pm
Residential:	Thursday	August 6, 2026	11:00 am – 3:00 pm

- Survey Area:** Circulators started in areas closest to the proposed licensed site and obtained samples throughout the boundary area. Please see attached map.
- Circulators of the Survey:** There were two circulators for this survey. Prior to the start of the survey, the circulators were briefed on the type of liquor license application, the areas to be surveyed and reminded to remain unbiased in their approach to residents and businesspeople. The circulators had with them a face sheet with the applicant business name, location and hearing information, instructions, and the petition/survey issue along with signature sheets and a map of the proposed location. The circulators used tally sheets to record all contacts, attempts and reasons for opposition signatures and refusals. Upon conclusion of the survey, the circulators signed a notarized affidavit of circulation. The original survey packets were pre-filed with the Town of Superior Licensing Clerk.

Report prepared and respectfully submitted by,



Eva L. Garretson
Liquor Licensing Professionals, LLC



bb q Chicken
 2245 Main Street, Suite 1001
 Superior, CO 80027

APPLICATION FOR A HOTEL AND RESTAURANT LIQUOR LICENSE

LiquorPros
 LiquorPros@msn.com
 719.390.8844
 www.LiquorPros.com

SURVEY RESULTS:

**BUSINESS
AREAS
COVERED
IN SURVEY**

**RESIDENTIAL
AREAS
COVERED
IN SURVEY**

SURVEY DATE:
 JULY 27 & 29, AND
 AUGUST 6, 2026

BUSINESS PETITION TO THE TOWN OF SUPERIOR LIQUOR LICENSING AUTHORITY

This petition/opinion survey is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and per the local licensing authority rules/procedures. **If you feel/think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call City Clerk's Office at: 303.499.3675 X130.**

Applicant: SUPERIOR RESTAURANT GROUP INCORPORATED
d/b/a: **bb q Chicken**
Address: 2245 Main Street, Suite 1001, Superior, CO 80027
Application for a **NEW HOTEL AND RESTAURANT Liquor License**

A **Public Hearing** on this matter will be held by the Superior Local Licensing Authority on
Monday, August 24th, 2026, at 6:00 pm at the
Superior Town Hall, 124 E. Coal Creek Drive, Superior, CO 80027

INSTRUCTIONS – QUALIFICATIONS FOR SIGNING THIS PETITION

- You are at least 21 years of age.
- You must be a resident or business owner or manager within the designated area. **(Please see attached map).**
- You have not signed another petition concerning the same application.
- You have read or had the opportunity to read the petition in its entirety and understand its meaning.
- Petition circulators must witness all signatures

PETITION ISSUE: If you **FAVOR/SUPPORT** this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition **FAVOR "YES"**.

If you **OPPOSE /DO NOT SUPPORT** this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition **OPPOSED "NO"**.

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/Year	Printed Name <i>Signature</i>	Business Name Business Address	Age	Favor YES X	Oppose NO X	Reason Circle Owner or Manager
7/27/26	MADELEINE BERGER	ORIGINATA 2245 MAIN ST Suite	38	X		Owner Manager
7/27/26	Janessa	5280 Creative Collective				
	Janessa Tremain	2245 Main St. 06	57	X		Owner Manager
7/27/26	Tracy Sessz	2250 main st #2	45	X		Owner Manager
		Lily Rae Flowers				Owner Manager
7/27/26	KENN CROSS	2250 Main Street #3	61	X		Owner Manager
	KENN CROSS	KENN SHUI				Owner Manager
7/27/2026	Tim Mihalick	TD	21+	X		Owner Manager
	American Family Envy	2250 Main St. Unit 4				Owner Manager

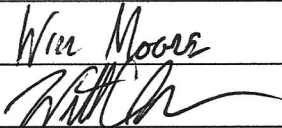
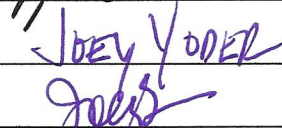
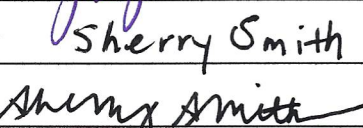
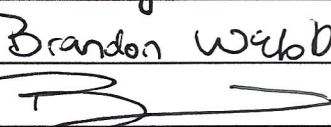
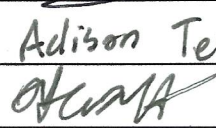
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7.27.26	Amanda Bader <i>A Bader</i>	1st Responder HC 2250 Main St, Ste 4	35	<i>P</i>		Owner <i>Manager</i>	1
7.27.26	Mallory King <i>M King</i>	2250 Origin Apts 2250 Main St Ste 1000	38	<i>X</i>		Owner <i>Manager</i>	2
7/29/2026	Angelina Molton <i>A Molton</i>	Lindora Superior 300 Center Drive	21	<i>X</i>		Owner <i>Manager</i>	3
7/29/26	Tristine Lam. <i>T Lam</i>	Envioworks 300 Center Drive	38	<i>X</i>		Owner <i>Manager</i>	4
7/29/26	Jessica Nic <i>J Nic</i>	300 Center Dr Blake Hair #124	39	<i>X</i>		Owner <i>Manager</i>	5
7/29/26	Jacine Nichols <i>J Nichols</i>	300 Cent Dr. #22 Superior	56	<i>X</i>		Owner <i>Manager</i>	6
7/29/2026	Crogers <i>Crogers</i>	302 Cent Dr. #A Superior	61	<i>X</i>		Owner <i>Manager</i>	7
7/29/26	Misty Fretthold <i>M Fretthold</i>	302 Center Dr. Superior (Marketplace Dental Group)	40	<i>X</i>		Owner <i>Manager</i>	8
7/29/26	Cameron Yankee <i>C Yankee</i>	402 Center Dr Pet Smart	27	<i>X</i>		Owner <i>Manager</i>	9
7/29/2026	Gisell Ventura <i>G Ventura</i>	410 Center Dr Boot Barn	21	<i>X</i>		Owner <i>Manager</i>	10
7/29/26	Titoy Nye <i>T Nye</i>	DELUXE NAILS 502 Center Dr. #H	21	<i>X</i>		Owner <i>Manager</i>	11
7/29/26	Wesley Nemitz <i>W Nemitz</i>	502 Center Drive High Point Chiropractic	33	<i>X</i>		Owner <i>Manager</i>	12
7/29/2026	Irvin Wilson <i>I Wilson</i>	Israel Fine Jewelry 602 Center Dr	50	<i>P</i>		Owner <i>Manager</i>	13

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Today's Date w/Year	Printed Name Signature	Business Name Business Address	Age	Favor YES X	Oppose NO X	Reason Circle Owner or Manager	
7/29/26	Pandine Slezak Pandy	TJ Maxx 510 Marshall Rd Superior CO 80027	40	X		Owner Manager	1
	Yvonne Yottman Leigh Lirtzman	Ultra Beauty 530 Marshall Rd	23	X		Owner Manager	2
7/29/26	Savanna Kessler Savanna Kessler	Barnes & Noble 550 Marshall Rd	30	X		Owner Manager	3
7/29/26	Allie Frey Callie Frey	Fearless Motion Dance Center 409 Center Dr.	37	X		Owner Manager	4
7/29/26	Cindy Fox Cindy FOX	405 Center Drive #6 Twisted Stitches	66	X		Owner Manager	5
7/29/26	Ismail Alkoba di Amal	405 Center DR #6 Area 51 Smoke & Vape	21	X		Owner Manager	6
7/29/26	Monica Murillo Monica Murillo	CASA ARIAVE 401 CENTER DR.	38	X		Owner Manager	7
7/29/26	Brian Ashmore B. Ashmore	Bookes plus 90 McCaslin Blvd	21+	X		Owner Manager	8
7/29/26	ANGEL LUZAN Angel Luzan	STARBUCKS 100 McCaslin #101	23	X		Owner Manager	9
7/29/26	Loyan Hult Loyan Hult	Firehouse Subs 100 McCaslin #103	35	X		Owner Manager	10
7/29/26	Steve Lewis Steve Lewis	100 McCaslin #105 Papa John's	31	X		Owner Manager	11
7/29/26	Darshan Patel Darshan Patel	100 McCaslin #107 Synapse PT	32	X		Owner Manager	12
7/29/26	Daria Behrens Daria Behrens	Superior Lizard 100 Superior Plaza	23	X		Owner Manager	13

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Today's Date w/Year	Printed Name	Business Name	Age	Favor YES X	Oppose NO X	Reason	
	Signature	Business Address				Circle Owner or Manager	
7/29/26	Wm Moore 	BAMBEI BREWING 100 SUPERIOR PLAZA SUITE 102 80022	21	X		Owner	Manager
7/29/26	JOEY YODER 	PAUL INTERIORS 100 Superior Plaza Wg 101 Sup 80022	54	X		<u>Owner</u>	Manager
7/29/26	Sherry Smith 	Arts off Center 2245 Main St #4	69	X		<u>Owner</u>	Manager
7/29/26	Brandon Weldon 	The Stable B & G 1 Superior Drive	49	X		Owner	<u>Manager</u>
7/29/26	Adison Tewalt 	Blue Sport Stable 1 Superior Drive	23	X		Owner	<u>Manager</u>
						Owner	Manager
						Owner	Manager
						Owner	Manager
						Owner	Manager
						Owner	Manager
						Owner	Manager
						Owner	Manager
						Owner	Manager
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bb q Chicken
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APPLICATION FOR A
 HOTEL AND RESTAURANT
 LIQUOR LICENSE

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~ AFFIDAVIT OF CIRCULATION ~

I, BRODIE GARRETTSON, being of legal age (21 years or older),

do hereby state that I was the circulator of said petition and further state that

- I personally witnessed each signature appearing on said petition
- each signature thereon is the signature of the person whose name it purports to be
- the address given opposite that person's signature is the true address of the person signing
- every person who signed represented himself or herself.
- every person who signed represented themselves to be 21 years of age or older.
- the petition signer read or had the opportunity to read the statement appearing on the signature sheet and understood the nature of the petition.

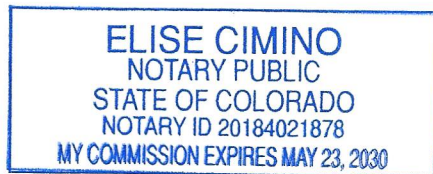
I also hereby swear and affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition, and that every signature appearing hereon was completely free and voluntarily given.



Signature of Circulator

State of Colorado)
County of El Paso) ss.

Subscribed and sworn to before me this 8th day of August, 2020



Elise Cimino
Notary Public

My Commission expires: May 23, 2030

BUSINESS PETITION TO THE TOWN OF SUPERIOR LIQUOR LICENSING AUTHORITY

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FAVOR "YES".

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Today's Date w/Year	Printed Name <i>Signature</i>	Business Name Business Address	Age	Favor YES X	Oppose NO X	Reason Circle Owner or Manager
7/27/26	LINDY McDEVITT <i>Lindy McDevitt</i>	Hakyon Spa 2345 Main St 1104	59	X		Owner <u>Manager</u>
7/27/26	Jared Russo <i>Jared Russo</i>	2345 Main St. 1102 Boulder Baked	32	X		Owner <u>Manager</u>
7/27/26	PAUL WAITMAN <i>Paul Waitman</i>	PANS COFFEE TRUCK 15 SUPERIOR DRIVE	56	X		<u>Owner</u> Manager
7/27/26	Nicole Downing <i>Nicole Downing</i>	Little Riders 1 Superior Dr.	52	X		<u>Owner</u> Manager
						Owner Manager

~ AFFIDAVIT OF CIRCULATION ~

I, Kira L. Garretson, being of legal age (21 years or older),

do hereby state that I was the circulator of said petition and further state that

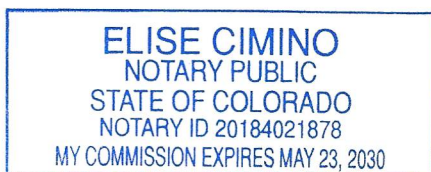
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County of El Paso) ss.

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Elise Cimino
Notary Public

My Commission expires: May 23, 2030

RESIDENTIAL PETITION TO THE TOWN OF SUPERIOR LIQUOR LICENSING AUTHORITY

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 d/b/a: **bb q Chicken**
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Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name <i>Signature</i>	Street Address	Age	Favor YES X	Oppose NO X	Reason
7/27/2026	Jack Hadden	361 Promenade Dr	55	X		
7/27/26	Jessie Ashton	352 Superior dr	45	X		
7/27/26	Shan Flisakowski	2331 Old Rail Way	58	X		
7/27/26	Austin Ruan	404 Promenade Drive	44	X		
7-27	Denise Brudel	407 Promenade Dr.	57	X		

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
7/27/26	Michael Balmey	435 Promenade Drive	29	X		
7/27/26	APRIL BURT	535 PROMENADE	60	X		
7/27/26	Joe Berger	2320 Village Green	42	X		
7/27/26	Kirk Spessard	426 Paintbrush	61	X		
7/27/26	TODD HARRIS	2370 Stonecrop Way	56	X		
7/27/26	Elizabeth LeMay	2340 Stonecrop Way	59	X		
7/27/26	John P. Ryab	423 Princeton Superior Co	89	X		
7/27/26	Chris Wilkerson	2342 Mangold Pl	33	X		
7/27/26	YEHOR LUKA SHREYCH	608 PAINTBRUSH LN, SUPERIOR, CO	31	X		
7/27/26	HASAN SALMAN	527 CANARY LANE SUPERIOR, CO 80027	27	X		
7/27/26	Corey McGary	235 S. Main St Unit 100 Superior 80027	33	X		
7/27/26	Colan Williams	405 Promenade Dr Superior Dr 80027	32	X		
7/27/26	Robert Wurtz	405 Promenade Dr Superior, CO 80027	32	X		

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/ Year	Printed Name Signature	Street Address	Age	In Favor of License	Opposed to License	Reason
7/29/26	Joelyn Goddard Joelyn Goddard	2248 Imperial Ln Supellon CO 80027	42	✓		
7/29/26	Lisa Avery LM	210 MARSHALL NEWS	56	✓		
7/29/26	Kyle Reichenbach KYLE REICHENBACH	1092 Raymer LN	26	✓		
7/29/26	Nhung Nguyen nhung	1040 Stoneham St	32	✓		
7/29/26	Carol Hagerbaum Carol Hagerbaum	1348 Arden St.	50+	✓		
8/6/26	Teddy Chewer Teddy Chewer	401 2nd Ave	21+	✓		
8/6/26	Kimberly Fels Kimberly Fels	402 S. 2nd Ave	60+	✓		
8/26/26	Sophie Way Sophie Way	216 S. 2nd Ave	60+	✓		
8/6/26	Jenna Lipps Jenna Lipps	132 mesa Way	48	✓		
8/6/26	Natalie Decker Natalie Decker	323 Marshall mewss	48	✓		
8/6/26	Tim Anderson Tim Anderson	20 E Douglas St	29	✓		
8/6/26	Hyunjin Park Hyunjin Park	202 Mtwak Crk	21+	✓		
8/6/26	Andrew Greenberg Andrew Greenberg	780 promenade DR.	21+	✓		
8/6/26	John Underhill John Underhill	820 Promenade Dr.	36	✓		
8/6/26	Hunter Barry Hunter Barry	920 promenade dr	21+	✓		

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/ Year	Printed Name <i>Signature</i>	Street Address	Age	In Favor of License	Opposed to License	Reason
6/15/26	Derek Kidd <i>Dus</i>	850 Promenade Superior CO 80027	56	X		
8-6-26	Leanne Brotshi Leanne Brotshi	868 Promenade Dr Superior CO 80027	51	X		
8/6/26	Ryan de Vega <i>R. de Vega</i>	900 Promenade Dr Superior CO 80027	over 21	X		
8/1/26	Gary Turner <i>GT</i>	950 Promenade Dr Superior CO 80027	21+	✓		



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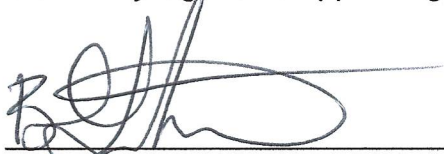
~ AFFIDAVIT OF CIRCULATION ~

I, Brooke Garretson, being of legal age (21 years or older),

do hereby state that I was the circulator of said petition and further state that

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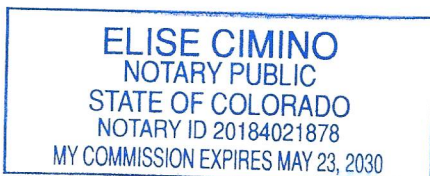
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Elise Cimino

Notary Public

My Commission expires: May 23, 2030

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Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name <i>Signature</i>	Street Address	Age	Favor YES X	Oppose NO X	Reason
7/27/26	<i>[Signature]</i> Lindsay Flanagan	35a Marshall Rd Superior, CO 80027	35	yes X		Bring more business to area
7/27/2026	<i>[Signature]</i> Erica Wood	2241 Old Rail Way	35	X		"
7/27/26	<i>[Signature]</i> Ann BARLOW	2251 OLD RAIL WAY	59	✓ 100%		" ↑ "
7/27/26	<i>[Signature]</i> Jeremy Cousins	2281 old rail way Superior, CO 80027	28	✓		More options
7/27/26	<i>[Signature]</i> Valene Berg	2320 Village Greenway Superior, CO 80027	62	✓		Community to thrive

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
7/27/16	Michael Murphy <i>mmurphy</i>	408 Promenade Dr	31	X		
7/27/16	Stacy Bruss <i>[Signature]</i>	426 Promenade St	49	X		need more variety food?
7/27/16	<i>[Signature]</i> Matt Null	2260 village Greenway Superior, CO	39	X		
7/27/16	Michael Novich <i>[Signature]</i>	519 Canary Ln. Superior	65	X		No Reason not to!
7/27/16	Michelle Young <i>[Signature]</i>	444 Meridian Superior CO 80027	52	X		
7/27/16	MICHAEL BRANER <i>[Signature]</i>	442 MERIDIAN SUPERIOR, CO 80027	42	X		
7/27/16	Diane Bissett <i>[Signature]</i>	438 Meridian Ln Superior CO 80027	64	X		
7/27/16	Michelle Nelson Mark Nelson Michelle Nelson	434 Meridian Ln Superior, CO 80027	44	X		
7/27/16	Pat Raut Pm Lampert	432 meridian Superior CO	72	X		
7/27/16	Ella Wenn <i>[Signature]</i>	2245 MAIN ST #1028 SUPERIOR CO 80027	22	X		
7/27/16	Darrell Layh <i>[Signature]</i>	2660 Slick Creek PKWY Superior CO 80027	34	X		
7/27/16	Maridy Tamura <i>[Signature]</i>	220 Promenade Dr #100 Superior, CO	55	X		
8/4/16	<i>[Signature]</i> Rachel Green	4065 2nd Ave	59	X		

Please sign your name only; First Name, Middle Initial, Last Name.

[illegible]



bb q Chicken
2245 Main Street, Suite 1001
Superior, CO 80027

APPLICATION FOR A
HOTEL AND RESTAURANT
LIQUOR LICENSE

LiquorPros
LiquorPros@msn.com
719.390.8844
www.LiquorPros.com

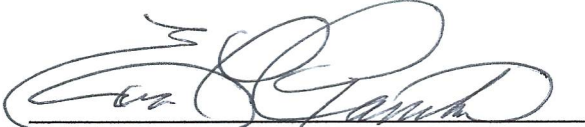
~ AFFIDAVIT OF CIRCULATION ~

I, Eric L. Garretson, being of legal age (21 years or older),

do hereby state that I was the circulator of said petition and further state that

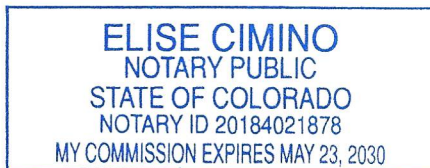
- I personally witnessed each signature appearing on said petition
- each signature thereon is the signature of the person whose name it purports to be
- the address given opposite that person's signature is the true address of the person signing
- every person who signed represented himself or herself.
- every person who signed represented themselves to be 21 years of age or older.
- the petition signer read or had the opportunity to read the statement appearing on the signature sheet and understood the nature of the petition.

I also hereby swear and affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition, and that every signature appearing hereon was completely free and voluntarily given.


Signature of Circulator

State of Colorado)
County of El Paso) ss.

Subscribed and sworn to before me this 8th day of August, 2026



Elise Cimino
Notary Public

My Commission expires: May 23, 2030

Shannon Dujardin

From: Mark Nelson <[REDACTED]@gmail.com>
Sent: Tuesday, July 28, 2026 11:28 AM
To: Shannon Dujardin
Subject: bbq Chicken petition

Hi Shannon,

Thanks for your time on the phone just now. As discussed, I wanted to reach out to express our support of the application.

Thanks,

Mark

--

Mark E. Nelson
[REDACTED], Superior, CO 80027
[REDACTED]

PRELIMINARY FINDINGS AND REPORT
IN THE MATTER OF:

Superior Restaurant Group Inc.
d/b/a bb.q Chicken

Application for a new Hotel and Restaurant License has been made by Superior Restaurant Group Inc. d/b/a bb.q Chicken for the sale of malt, vinous and spiritous liquors for consumption on the premises of the licensee only at 2245 Main Street Suite 1001, Superior, CO 80027.

TO THE APPLICANT HEREIN ABOVE NAMED AND OTHER INTERESTED PARTIES:

You are hereby advised that with regard to your application as above noted the following has been determined.

1. Application was accepted by the Town on July 16, 2026.
2. Notice of public hearing on this matter was posted on the premises on July 28, 2026, and publication was made in the Boulder Daily Camera, a legal newspaper, on Wednesday, August 12, 2026.
3. There has not been an application denied for these premises within the past two years for the reason that the reasonable requirements of the neighborhood and the desires of the adult inhabitants were satisfied by the existing outlets.
4. A background investigation has been conducted for Cynthia Pham and Timothy Roman, Owner/Manager. No derogatory information was discovered as a result of the background check
5. Notification of the application was provided to the Building Department, Planning Department, and Town Clerk's Office. Zoning was found to be proper for this business operation. A business license has been issued.
6. The premises requesting the Hotel & Restaurant License is not located within 500 feet of a school.
7. A survey was conducted by LiquorPros, on behalf of the applicant as an aid to determine the requirements of the neighborhood and the desires of the adult inhabitants and/or owners or managers of businesses within the neighborhood with respect to the applicant for a new Hotel and Restaurant License for this licensee. As for all liquor licenses in the Town, the "neighborhood" is defined as the entire Town of Superior according to the corporate boundaries of the Town.
8. The results of the petition circulated on behalf of the applicant will be presented at the public hearing.
9. Within the "neighborhood" surveyed there are:
5 - Fermented Malt Beverage and Wine
Target Corporation, dba Target Stores T- 1769 - 400 Marshall Road

APRO LLC, dba My Goods Market — 191 McCaslin Boulevard
Costco Wholesale Corp, dba Costco Wholesale No.480 at S— 600 Marshall Road
Safeway Store Forty -Six, Inc. dba Safeway Store # 1656 — 1601 Coalton Road
WFM- WO INC, dba Whole Foods Market — 303 Marshall Road

2 - Retail Liquor Store

Rock Creek Wine and Spirits DL, INC. dba Rock Creek Wine and Spirits — 1697 Coalton Road

Superior Liquor Market LLC, dba Superior Liquor Market — 100 Superior Plaza Way

5 - Hotel and Restaurant

Asian Cuisine and Vietnamese Noodle House — 1627 Coalton Road

CEC Entertainment Inc. dba Chuck E. Cheese' s 711 — 305 Marshall Road

Xianfu LLC. dba Misaki at Superior— 402 Marshall Road

Mezchal, LLC dba Tequila Y Mezchal — 1631 Coalton Road

Rock Creek Entertainment, LLC, dba Hangry Horse Eatery — 1 Superior Drive

2 - Beer & Wine

Superior Beer Hall LLC dbaPat' s Tap — 1611 Coalton Rd.

Tashmo KO CO dba Serendipity Events — 1500 Coalton Rd.

1 - Brew Pub

Bambei Brewing Company LLC d/b/ a Bambei Brewing Company — 100 Superior Plaza Way, Suite 102

1 – Entertainment Facility

LivNailSpa LLC d/b/a Liv Nail Spa – 404 Marshall Road

A PUBLIC HEARING ON THIS LICENSE APPLICATION WILL BE HELD BY THE SUPERIOR TOWN COUNCIL ACTING AS THE LOCAL LIQUOR LICENSING AUTHORITY AT A MEETING ON AUGUST 24, 2026, BEGINNING AT 6:00 P.M. AT SUPERIOR TOWN HALL, 124 E. COAL CREEK DRIVE, SUPERIOR, COLORADO 80027.

Issued on behalf of the Town of Superior
Liquor Licensing Authority



Shannon Dujardin, Town Clerk
Dated the 17th day of August, 2026.

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the foregoing PRELIMINARY FINDINGS AND REPORT for Superior Restaurant Group Inc. d/b/a bb.q Chicken, 2245 Main Street, Suite 1001, Superior, CO 80027 was placed in the U.S. mail, first class postage prepaid, 17th day of August 2026, addressed to:

Superior Restaurant Group Inc.
d/b/a bb.q Chicken
2245 Main Street, Suite 1001
Superior, CO 80027



Item Number:6.a.

Information for Meeting of the Superior Town Council

Agenda Item Name:	Resolution of the Town Council of the Town of Superior Approving an Intergovernmental Agreement with the Colorado Department of Transportation for the 88 th Street Bicycle and Pedestrian Improvements Project
Meeting Date:	August 24, 2026
Presented By:	Brannon Richards, Public Works and Utilities Director
Presented For:	Discussion Action Approval

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 hours. To improve bike and pedestrian safety, in the spring of 2026, Superior and Louisville worked together to create a separated two-way bike lane and added bike entry and exit ramps at each end of the two-way bike lane. Prior to these improvements, there was a non-separated bike lane and a 5-foot sidewalk which was not safe, as evidenced by prior accidents involving cyclists and pedestrians. In 2025, a pedestrian was struck at the intersection of 88th Street and Tape Drive and in late 2024 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; Boulder County and CDOT owns from north of Promenade Drive to just south of Tape Drive (aka Rockcress Circle); and Louisville owns 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.

To further improve safety on 88th Street, the Town pursued and was awarded a Highway Safety Improvements Grant (HSIP) to install a permanently separated bike and pedestrian path on the east side of 88th Street.

Redtail Ridge Development Improvements

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 3 includes a drawing for this development illustrating the proposed improvements:

- Campus Drive roadway improvements including multiple roundabouts, new sidewalks/multi-use path, etc. (2026/27)
- Pedestrian underpass under Campus Drive near the high school (late 2026)
- Hard surface trail connecting Tape Drive/88th Street to the underpass (2029, possibly sooner)
- 88th Street – increasing right-turn lane storage and replacing existing sidewalks (2029)

While construction is underway, many of the proposed improvements will not be completed until 2029.

Louisville Support

Superior Town Council met with Louisville City Council in early May to discuss 88th Street safety. While no direct actions resulted from that meeting, there was general support from both Council's that we need to improve bike and ped safety along 88th Street. Since this meeting, Superior staff have been working with City of Louisville staff to discuss the scope of work for this HSIP Grant. Superior staff would like for the bike and ped improvements to be completed from Promenade Drive all the way to Campus Drive, but Louisville staff is not supportive of this direction.

Louisville staff wants the proposed improvements to stop at Rockcress Circle (formerly Tape Drive) and from there they want school users to use the Redtail Ridge improvements shown in exhibit A (highlighted yellow) to access the K-8 and High School. Louisville staff believes this is the safest route to school, and they don't want to encourage users to continue to use 88th Street. In addition, the traffic signal at 88th Street and Campus Drive is at capacity and to alleviate traffic at this intersection, they would like to reduce the volume of bike and ped traffic using the intersection. Louisville owns and maintains the 88th Street right-of-way from Rockcress Drive to Campus Drive. Therefore, they must approve any improvements in this area.

While Town staff agrees that the safest route is through the Redtail Ridge path system, we do have some concerns about this approach.

1. Redtail Ridge improvements will not be completed until 2029. Therefore, school users will continue to use 88th Street until this time. The HSIP grant improvements are scheduled to be completed in summer 2027.
2. The bike lane and sidewalk will remain on 88th Street following the Redtail Ridge improvements. Louisville plans to remove the two-way bike lane and flex posts along 88th Street once the Redtail Ridge Improvements are complete. Therefore, facilities will exist if school users choose to use this route.
3. Travel distance — when traveling to the K-8 school, it is approximately 800 feet shorter to travel along 88th Street and Campus Drive to the school (2,260 feet), versus the Redtail Ridge

path under Campus Drive to the High School (yellow path in Exhibit A ~ 3,060 feet). This results in a travel time increase of 3.8 minutes for walkers (using 3.5 ft/ second) and 1 minute for bikers (using 13.1 ft/second). Therefore, we believe users may choose this route to save time.

Louisville staff did inform us they would be open to the path continuing up to Campus Drive if Superior took over signal operations at Campus Drive, which Town staff does not recommend.

Schedule

Following approval of the IGA, we plan to issue an RFP for design services in early September 2026. Design would run through the fall and into the winter. Following design approval, we would advertise the project for bid and would start construction in Spring 2027 with construction being completed in summer 2027.

Recommendation:

Staff recommends approval of the Intergovernmental Agreement with CDOT attached hereto.

While staff would like for the proposed improvements to continue to Campus Drive, the City of Louisville owns and maintains the section from Rockcress Circle to Campus Drive and must approve any improvements in this area.

Budget Implications:

The grant award amount is \$600,000 with a Town match of 10% (\$60,000). This project is included in the 2027 Budget which will be approved by Council later this year.

Motion:

Move to adopt the Intergovernmental Agreement between the Town and the Colorado Department of Transportation in the form attached hereto, subject to final approval by the Town Attorney.

Attachments:

1. Attachment 1_Resolution 88th St CDOT IGA
2. Attachment 2_Complete Draft OLA Superior (27607) 331003896 Aug 10 2026
3. Attachment 3_Redtail Ridge Improv Overview

Town of Superior
Resolution Number R-70
Series 2026

A Resolution of the Town Council of the Town of Superior
Approving an Intergovernmental Agreement with the Colorado
Department of Transportation for the 88th Street Bicycle and
Pedestrian Improvements Project

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

Section 1. The Intergovernmental Agreement between the
Town and the Colorado Department of Transportation 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 Intergovernmental Agreement on behalf
of the Town.

Adopted this 24th day of August, 2026.

Mark Lacis, Mayor

Attest:

Shannon Dujardin, Town Clerk

State of Colorado Intergovernmental Agreement Cover Page

State Agency Department of Transportation	Agreement Maximum Amount \$600,000.00
Local Agency Town of Superior	Project # SFTY M258-014 (27607)
Agreement Routing Number 27-HA4-XC-00011	Region # 4
Agreement Effective Date The later of the Effective Date or July 15, 2026	Agreement Writer JLW
Agreement Expiration Date July 14, 2036	Agreement Description 88 th St. Sidewalk Improvements

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. **Exhibit A**, Scope of Work
2. **Exhibit B**, Sample Option Letter
3. **Exhibit C**, Funding Provisions (Budget)
4. **Exhibit D**, Local Agency Resolution
5. **Exhibit E**, Local Agency Agreement Administration Checklist
6. **Exhibit F**, Certification for Federal-Aid Agreements
7. **Exhibit G**, Disadvantaged Business Enterprise
8. **Exhibit H**, Local Agency Procedures for Consultant Services
9. **Exhibit I**, Federal-Aid Agreement Provisions for Construction Agreements
10. **Exhibit J**, Additional Federal Requirements
11. **Exhibit K**, Sample Subrecipient Monitoring and Risk Assessment Form
12. **Exhibit L**, 2 C.F.R. Part 200
13. **Exhibit M**, Federal Treasury Provisions- Reserved

In the event of a conflict or 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. The provisions of the other sections of the main body of this Agreement.
2. **Exhibit A**, Scope of Work
3. **Exhibit M**, Federal Treasury Provisions-Reserved.
4. **Exhibit F**, Certification for Federal-Aid Contracts.
5. **Exhibit G**, Disadvantaged Business Enterprise.
6. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts.
7. **Exhibit J**, Additional Federal Requirements.
8. **Exhibit K**, Sample Sub-Recipient Monitoring and Risk Assessment Form.
9. **Exhibit L**, 2 C.F.R. Part 200.

10. **Exhibit C**, Funding Provisions.
11. **Exhibit H**, Local Agency Procedures for Consultant Services.
12. **Exhibit B**, Sample Option Letter.
13. **Exhibit E**, Local Agency Contract Administration Checklist
14. **Exhibit D**, Local Agency Resolution
15. Other exhibits in descending order of their attachment.

Principal Representatives

For the State:

Gary Stimson

CDOT – Region 4

10601 W 10th St.

Greeley, CO 80634

gary.stimson@state.co.us

For the Local Agency:

Alex Bullen

Town of Superior

124 E. Coal Creek Dr.

Superior, CO 80027

alexb@superiorcolorado.gov

Signature Page

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

Local Agency
TOWN OF SUPERIOR

State of Colorado
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

By: Matthew G. Magley, Town Manager

By: Keith Stefanik, P.E., Chief Engineer

Date: _____

Date: _____

2nd Local Agency Signature if Needed
TOWN OF SUPERIOR

Legal Review
Philip J. Weiser, Attorney General

By: Mark Lacis, Town Mayor

By: Assistant Attorney General

Date: _____

Date: _____

State Controller
Robert Jaros, CPA, MBA, JD

By: Colorado Department of Transportation

Effective Date: _____

In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated above by the State Controller or an authorized delegate.

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Agreement Provisions

1. PARTIES

This Agreement is entered into by and between Local Agency named on the Signature and Cover Page for this Agreement (Local Agency), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the State or CDOT). Local Agency and the State agree to the terms and conditions in this Agreement.

2. TERM AND AGREEMENT EFFECTIVE DATE

A. Agreement Effective Date

This Agreement shall not be valid or enforceable until the Agreement Effective Date (as defined in **§5**), and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase (Phase Performance Period(s)). The State shall not be bound by any provision of this Agreement before the Agreement Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Agreement Effective Date of this original Agreement; except as described below in **§7.D** of this Agreement; 2) before the Encumbering Document for the respective phase and the official Notice to Proceed for the respective phase; or 3) after the Final Phase Performance End Date, as shown in **Exhibit C**. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred (i) after the Agreement Expiration Date, (ii) after the required billing deadline specified below in **§7.B.i.e.** of this Agreement, (iii) or the expiration of "Special Funding" if applicable, whichever is sooner. If any of the funding has milestones that must be met by a certain date or an expiration date of the funds, then the State's obligation to pay those funds ends if milestones are not timely met or on the expiration of those funds and no payments will be made after that date. Otherwise, Agreement Funds will continue until the Agreement Expiration Date. Funds with milestone deadlines and/or an expiration date are shown on **Exhibit A**.

B. Initial Term and Extension

The Parties' respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on the Agreement Expiration Date as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement. Upon request of Local Agency, the State may, in its sole discretion, extend the term of this Agreement by Option Letter pursuant to **§7.E.iv** below. If the Work will be performed in multiple phases, the Phase Performance Period of each phase is detailed in **Exhibit C**.

3. AUTHORITY

Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Pursuant to Title I, Subtitle A, of the Infrastructure Investment and Jobs Act (IIJA), and to applicable provisions of Title 23 (Highways) of the United States Code (U.S.C.) and implementing regulations at Title 23 (Highways) of the Code of Federal Regulations (C.F.R.), as may be amended, (collectively referred to hereinafter as the Federal Provisions), certain Federal funds have been and are expected to continue to be allocated for transportation projects requested by Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration (FHWA), pursuant to Title 49 U.S.C. (Transportation) Chapter 53 (Public Transportation) and Title 23, U.S.C., as amended by the IIJA, the Fixing America's Surface Transportation Act (FAST), or other Federal laws that Federal Transit Administration (FTA) administers.

B. State Authority

Pursuant to Colorado Revised Statutes (C.R.S.) §43-1-223 and applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of the performance of projects in the program, including the administration of Federal funds for a program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of C.R.S. §§29-1-203, 43-1-110, 43-1-116, 43-2-101(4)(c) and 43-2-104.5.

4. PURPOSE

The purpose of this Agreement is to disburse Federal and State funds if applicable to the Local Agency pursuant to CDOT's Stewardship Agreement with the FHWA, and pursuant to agreement with the U.S. Department of the Treasury (USDT) and/or FTA as shown in **Exhibit C**.

5. 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. Agreement is used interchangeably with Contract.
- B. **"Agreement Effective Date"** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.
- C. **"Agreement Expiration Date"** means the date on which this Agreement expires, as shown on the Signature and Cover Page for this Agreement.
- D. **"Agreement Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- E. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

- F. **“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 Local Agency, or the appointment of a receiver or similar officer for Local Agency 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 Local Agency or any Contractor or Consultant is debarred or suspended under C.R.S. §24-109-105, at any time during their performance under this Agreement, then such debarment or suspension shall constitute a breach.
- G. **“Budget”** means the budget for the Work described in **Exhibit C**.
- H. **“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 C.R.S. §24-11-101(1).
- I. **“Consultant”** means a professional engineer or designer hired by Local Agency to design the Work Product.
- J. **“Contract”** means this Agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. Contract and Agreement are used interchangeably.
- K. **“Contractor”** means the general construction contractor hired by Local Agency to construct the Work.
- L. **“CORA”** means the Colorado Open Records Act, C.R.S. §§24-72-200.1 *et seq.*
- M. **“Encumbering Document”** means a document that authorizes a formal obligation of funds, typically done through an “Option Letter” as set forth in **§7.E**.
- N. **“Evaluation”** means the process of examining Local Agency’s Work and rating it based on criteria established in **§6, Exhibit A** and **Exhibit E**.
- O. **“Exhibits”** means the following exhibits attached to this Agreement:
- i. **Exhibit A**, Scope of Work.
 - ii. **Exhibit B**, Sample Option Letter.
 - iii. **Exhibit C**, Funding Provisions
 - iv. **Exhibit D**, Local Agency Resolution
 - v. **Exhibit E**, Local Agency Contract Administration Checklist
 - vi. **Exhibit F**, Certification for Federal-Aid Contracts
 - vii. **Exhibit G**, Disadvantaged Business Enterprise
 - viii. **Exhibit H**, Local Agency Procedures for Consultant Services
 - ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
 - x. **Exhibit J**, Additional Federal Requirements

- xi. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form
- xii. **Exhibit M**, 2 C.F.R. Part 200
- xiii. **Exhibit N**, Federal Treasury Provisions (Reserved)
- P. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract by a Federal Awarding Agency to a Recipient. It 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.
- Q. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient.
- R. **“FHWA”** means the Federal Highway Administration, which is one of the 10 Operating Administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation’s highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which may be the subject of this Agreement.
- S. **“Force Account Construction”** means a method of payment where the Local Agency is reimbursed for the actual costs of labor, materials, and equipment, plus a predetermined percentage for overhead and profit.
- T. **“FTA”** means Federal Transit Administration.
- U. **“Goods”** means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.
- V. **“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.
- W. **“Initial Term”** means the time period defined in **§2.B**.
- X. **“Local Agency Manual”** means a manual to assist Local Agency personnel involved in the design, construction and management of State and Federally funded projects. It is available on CDOT’s website or can be provided to Local Agency upon request.
- Y. **“Local Funds”** means the funds provided by the Local Agency as their obligated contribution to the Federal and/or State Awards to receive the Federal and/or State funding.
- Z. **“Notice to Proceed”** means the letter issued by the State to the Local Agency stating the date the Local Agency can begin Work subject to the conditions of this Agreement.
- AA. **“OMB”** means the Executive Office of the President, Office of Management and Budget.

- BB. **“Oversight”** means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.
- CC. **“Party”** means the State or Local Agency, and **“Parties”** means both the State and Local Agency.
- DD. **“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 C.R.S. §24-72-501 “PII” shall also mean “personal identifying information” as set forth at C.R.S. § 24-74-102, *et seq.*
- EE. **“Recipient”** means the Colorado Department of Transportation (CDOT).
- FF. **“Services”** means the services to be performed by Local Agency as set forth in this Agreement and shall include any services to be rendered by Local Agency in connection with the Goods and shall include any maintenance.
- GG. **“Special Funding”** means an award by Federal agency or the State which may include but is not limited to one (1) or a combination of Congressional Earmark, Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets and/or any other applicable funds.
- HH. **“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 Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, 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.
- II. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to C.R.S. §24-30-202(13)(a).
- JJ. **“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.
- JJ. **“State Records”** means all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

- KK. **“Sub-Award”** means this Award by the State to Local Agency funded in whole or in part by a Federal Award and/or State funds. The terms and conditions of the Federal Award and/or the State funds flow down to this Sub-Award unless the terms and conditions of the Federal Award and/or State funds specifically indicate otherwise.
- LL. **“Subcontractor”** means third parties, if any, engaged by Local Agency to aid in performance of the Work.
- MM. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For purposes of this Agreement, Local Agency is a subrecipient.
- NN. **“Uniform Guidance”** means Title 2 (Federal Financial Assistance) C.F.R Chapter 200 (Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards) in its entirety.
- OO. **“USDT”** means the United States Department of the Treasury which is the national treasury and finance department of the Federal government of the United States where it serves as an executive department and is the Federal Awarding Agency for the Federal Award which may be the subject of this Agreement.
- PP. **“Work”** means the delivery of the Goods and performance of the Services in compliance with CDOT’s Local Agency Manual described in this Agreement.
- QQ. **“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 Agreement Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

6. SCOPE OF WORK

Local Agency shall complete the Work as described in and in accordance with the provisions of this Agreement, the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement. Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated Phase Performance Period. The Phase Performance Periods, including, but not limited to Design, Construction, Miscellaneous, Right of Way, Utilities, and/or Environment phases, are identified

in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, as listed in **§7.E** of this Agreement.

A. Local Agency Commitments

i. Design

If the Work includes preliminary design, final design, design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), Local Agency shall ensure that Local Agency it and its Contractors and Subcontractors comply with and are responsible for satisfying the following requirements:

- a. Perform or provide the Plans to the State.
- b. Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.
- c. Prepare provisions and estimates in accordance with the most current version of the State’s Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.
- d. Include details of any required detours in the Plans to prevent any interference of the construction Work and to protect the travelling public.
- e. Stamp the Plans as produced by a Colorado registered professional engineer.
- f. Provide final assembly of Plans and all other necessary documents to the State pursuant to **§17**.
- g. Ensure the Plans are accurate and complete.
- h. The Plans shall be considered final when approved in writing by CDOT, and when final, the Plans will be deemed incorporated herein. Local Agency shall make no further changes in the Plans following the award of the construction contract to Contractor unless expressly agreed to in writing by the Parties.

ii. Local Agency Work

- a. Local Agency shall comply with the requirements of the Americans with Disabilities Act (ADA) 42 U.S.C. § 12101, *et seq.*, and applicable Federal regulations and standards as contained in the procedural directive “ADA Accessibility Requirements in CDOT Transportation Projects”.
- b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans

that are directed by the State to comply with FHWA requirements.

- c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if Federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work Local Agency must strictly comply with all the following requirements:
1. Local Agency Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5 prior to entering such Consultant contract, subject to the State's approval. If not approved by the State, Local Agency shall not enter such Consultant contract.
 2. Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.
 3. Local Agency shall require that all bills under the Consultant contract comply with the State's standardized billing format.
 4. Local Agency (and any Consultant) shall comply with 23 C.F.R.172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.
 5. Local Agency may request to expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency's attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b) and (d).

iii. Construction

If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design Plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include, but is not necessarily limited to, Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract

payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in **Exhibit E**.

- a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, in whole or in part, due to the failure of Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
 1. If the CDOT Engineer suspends the Work the suspension will be lifted when the conditions that led to the suspension are corrected. This requires the Local Agency or its Contractor to submit a plan for corrective measures to ensure the Work progresses safely and satisfactorily in the future. The CDOT Engineer will issue a notice to resume Work.
- b. Local Agency shall be responsible for the following:
 1. Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual.
 2. For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).
 - a. All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § § 24-92-101 *et seq.* Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (**Exhibit I**) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).
 - b. Local Agency may accept or reject the proposal of the apparent low bidder for Work on which

competitive bids have been received. Local Agency must accept or reject such bids within three (3) working days after they are publicly opened.

- c. If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.
 - d. The requirements of **§6.A.iii.b.2** also apply to any advertising and bid awards made by the State.
 - e. The State (and in some cases FHWA) must approve in advance all Force Account Construction, and Local Agency shall not initiate any such Services until the State issues a written Notice to Proceed to Local Agency.
- iv. Right of Way (ROW) and Acquisition/Relocation
 - a. If Local Agency purchases a ROW for a State highway the Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.
 - b. Any acquisition/relocation activities shall comply with all applicable Federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 49 C.F.R. Part 24 (Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs), as amended, CDOT's Right of Way Manual, and CDOT's applicable Policy and Procedural Directives.
 - c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of Federal participation as detailed in CDOT's Right of Way Manual, which is available at CDOT's website or can be provided to Local Agency upon request; however, the State always retains certain oversight responsibilities.
 - d. The Parties' respective responsibilities at each level of Federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant the following categories:
 - 1. Right of way acquisition (3111) for Federal participation and non-participation;
 - 2. Relocation activities, if applicable (3109); and

3. Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way 3114).
- e. If **Exhibit C** indicates that funds are allocated to ROW, such funds shall be transferred to CDOT's ROW division for payment to Local Agency and processing as follows:
1. Local Agency shall use the appropriate Memorandum of Agreement (MOA) for Local Agency Acquisition or MOA for Temporary Easement/Local Agency Acquisition forms for ROW acquisition (or such agreements as amended);
 2. Within 30 days or more prior to closure of the project by CDOT, Local Agency shall submit to CDOT the following (ROW Payment Packet):
 - a. Certificate of Cost of Right of Way Form (executed by Local Agency);
 - b. CDOT Local Agency Reimbursement Request Form (executed by Local Agency);
 - c. Fair Market Value (FMV) or Waiver Valuation for each ROW acquisition;
 - d. Recommendation for Settlement, if applicable;
 - e. Copy of check or other proof of payment for ROW;
 - f. Signed MOAs between Local Agency and land owners;
 - g. Recorded Deeds and/or MOAs;
 - h. Parcel Negotiation Record and Agent's Certificate; and
 - i. Copies of FMV Offer Letters.

All forms are available on CDOT's website at: codot.gov/business/manuals/right-of-way-manual or can be provided to Local Agency upon request.

3. If CDOT's ROW Manager accepts the ROW Payment Packet, the ROW Manager shall countersign the CDOT Local Agency Reimbursement Request Form and Certificate of Cost of Right of Way Form;
4. CDOT ROW shall perform a successful TIN match for issuance of the warrant; and
5. CDOT ROW shall submit a Warrant Request to the CDOT Controller Delegate for approval of payment to Local Agency. The CDOT Controller Delegate shall

execute the Warrant Request prior to issuance of payment to Local Agency for ROW.

v. Utilities

If necessary, Local Agency shall be responsible for obtaining all proper clearance(s) and/or approval(s) from any utility company that may become involved in the Work. Prior to the Work being advertised for bids, Local Agency shall certify in writing to the State that all such clearances and/or approvals have been obtained.

vi. Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, Local Agency shall make timely application to the Public Utilities Commission (**PUC**) requesting the PUC's order providing for the installation of the proposed improvements. Local Agency shall not proceed with that part of the Work before obtaining the PUC's order. Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning Federal-aid projects involving railroad facilities, and:

- a. Execute an agreement with the railroad company setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for Federal participation.
- b. Obtain the railroad's detailed estimate of the cost of the Work.
- c. Establish future maintenance responsibilities for the proposed installation.
- d. Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- e. Establish future repair and/or replacement responsibilities, as between the railroad company and the Local Agency, in the event of accidental destruction or damage to the installation.

vii. Environmental Obligations

Local Agency shall perform all Work in accordance with the requirements of current applicable Federal and State environmental regulations, including but not limited to the National Environmental Policy Act of 1969 (NEPA) as applicable.

viii. Maintenance Obligations

Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during the Work's useful life, in a manner satisfactory to the State and FHWA. If the Work is on a State Highway, Local Agency is responsible for all maintenance

in accordance with the Division of Authority pursuant to C.R.S. §43-2-135. Additionally, a separate Maintenance & Operations Agreement may be entered into by the Parties. Local Agency shall make proper provisions for such maintenance obligations each year. Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such Work is being adequately maintained.

ix. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully in the monitoring activities described in **§7.F.vi**.

B. State's Commitments

- i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.
- ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E**.

7. PAYMENTS

A. Maximum Amount

Payments to Local Agency are limited to the unpaid, obligated balance subject to fund(s) availability of the Agreement Funds set forth in **Exhibit C**. The State shall not pay Local Agency any amount under this Agreement that exceeds the Agreement Maximum set forth in **Exhibit C**.

B. Payment Procedures

- i. Invoices and Payment
 - a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.
 - b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
 - c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice. After a Local Agency provides the State with a corrected and accepted invoice, the State shall pay such corrected and accepted invoice within 45 days.

- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.
- e. If a project is funded in part with Federal and/or State Special Funding there may be an expiration date for the funds. The expiration date applies to Federal and/or State funds and local funds used to match these funds as shown on **Exhibit A**. To receive payment or credit for the match, Work (i) must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the Special Funding and (ii) invoiced in compliance with all the rules and requirements outlined in the award applicable to of the funding. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th day at the rate of 1% per month, as required by C.R.S. §24-30-202(24)(a), until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Local Agency shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Payment Disputes

If Local Agency disputes any calculation, determination, or amount of any payment, Local Agency shall notify the State in writing of its dispute within 30 days following the earlier occurrence of Local Agency's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Local Agency and may make changes to the State's determination based on this review. The calculation, determination, or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

- a. The Parties are prohibited by law from making commitments beyond the term of the current State Fiscal Year. In addition to all other payment conditions and/or limitations included within this Agreement and/or applicable law, any potential Payment to Local Agency beyond the current State Fiscal Year or fiscal year is expressly contingent on the

appropriation and continuing availability of Agreement Funds in any subsequent State Fiscal Year or fiscal year (as provided in the Colorado Special Provisions). Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, Federal, or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the Parties may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The Parties shall, however, remain obligated to pay for Services, Goods, and the Work that are delivered and accepted prior to the effective date of notice of termination, and termination pursuant to this **§7.b.iv.a** shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§13.A**.

v. Erroneous Payments

The State may recover, at the State's sole discretion, payments made to Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants, or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State. The close out of a Federal Award does not affect the right of FHWA or the State to disallow costs and recover funds based on a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period (as defined below in **§9.A**).

vi. 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 based on a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Local Agency Funds

Local Agency shall provide its obligated contribution funds as outlined in **§7.A** and **Exhibit C**. Local Agency shall have raised and/or allocated the full amount of its funds prior to the Agreement Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Local Agency and paid into Local Agency's treasury. Local Agency represents to the State that the amount designated "Local Agency Funds" in **Exhibit C**

has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any ordinance/resolution or authority letter is attached hereto as **Exhibit D** if applicable. Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Local Agency's laws or policies.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the Agreement Maximum amount set forth in **Exhibit C**, subject to fund(s) availability, described in **§7**. However, any costs incurred by Local Agency prior to the Agreement Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Local Agency for costs or expenses incurred or performance by the Local Agency prior to the Agreement Effective Date, only if (1) the Agreement Funds involve Federal funding and (2) Federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Local Agency. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the Federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C**. If this Agreement involves State Funds, the State does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of the State. State shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by State laws or policies. Local Agency costs for Work performed prior to the Agreement Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work is not reimbursable. Allowable costs shall be limited to the following:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
- ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduces the cost actually incurred).

E. Unilateral Modification of Agreement Funds Budget or Agreement/ Phase Term by State Option Letter

The State may, at its sole discretion, issue an "Option Letter" to Local Agency to add or modify Work phases in the Work schedule in **Exhibit C** if such modifications do not increase total budgeted Agreement Funds. Such Option Letters shall amend and update **Exhibit C**. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. **This Option Letter is NOT a Notice to Proceed.** Modification of **Exhibit C** by unilateral Option Letter is permitted only in the specific scenarios listed below in **§7.E.i, ii, iii, and iv**. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to **Exhibit B**. Such fully executed Option Letters will be automatically incorporated into this Agreement.

i. Option to Begin a Phase and/or Increase or Decrease the Encumbrance Amount

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals and/or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in **Exhibit A**. Such Option Letters may only modify the other terms and conditions specifically enumerated in **§7.E.i, ii, iii, and/or iv** as long as the Agreement Maximum Amount remains the same. The State may also change the funding sources if the amount budgeted remains the same and the Local Agency contribution does not increase. The State may also issue an Option Letter to increase and/or decrease the total encumbrance amount of one (1) or more existing Work phases, Right of Way Acquisition/Relocation, or Railroads, as long as the total amount of budgeted Agreement Funds remains the same. This must be done within 120 days of changing the encumbrance amount.

ii. Option to Transfer Funds from One Phase to Another Phase.

The State may require or permit Local Agency to transfer Agreement Funds from one (1) Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase. The Agreement Funds transferred from one (1) Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency, in a form substantially equivalent to **Exhibit B** with an amended **Exhibit C**.

iii. Option to Exercise Options i and ii.

The State may require Local Agency to add a Work phase as detailed in **Exhibit A** and encumber and transfer Agreement Funds from one (1) Work phase to another. The addition of a Work phase and encumbrance and transfer of Agreement Funds are subject to the same terms and conditions stated in the original Agreement with the

total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B** with an amended **Exhibit C**.

- iv. Option to Extend Agreement/Phase Term. The State, at its sole discretion, shall have the option to extend the term of this Agreement and/or update a Work Phase Performance Period, as outlined in **Exhibit C**. To exercise this option, the State shall provide written notice to the Local Agency in a form substantially equivalent to **Exhibit B** with an amended **Exhibit C**.

F. Accounting

Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

- i. Local Agency Performing the Work
If Local Agency is performing the Work, Local Agency shall document all allowable costs, including any approved Services contributed by Local Agency or subcontractors, using payrolls, time records, invoices, contracts, vouchers, and other applicable records.
- ii. Local Agency-Checks or Draws
Checks issued or draws made by Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. Local Agency shall keep on file all checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents in the office of Local Agency, clearly identified, readily accessible, to the extent feasible, separate, and apart from all other Work documents.
- iii. State-Administrative Services
The State may perform any necessary administrative support services required hereunder. Local Agency shall reimburse the State for the costs of any such services from the budgeted Agreement Funds as provided for in **Exhibit C**. If FHWA Agreement Funds are or become unavailable, or if Local Agency terminates this Agreement prior to the Work being approved by the State or otherwise completed, then all actual incurred costs of such services and assistance provided by the State shall be reimbursed to the State by Local Agency at its sole expense.
- iv. Local Agency-Invoices
Local Agency's invoices shall describe in detail the reimbursable costs incurred by Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and Local Agency shall not submit more than one invoice per month.

v. Invoicing Within 60 Days

The State shall not be liable to reimburse Local Agency for any costs invoiced more than 60 days after the date on which the costs were incurred, including costs included in Local Agency's final invoice. The State may withhold final payment to Local Agency at the State's sole discretion until completion of final audit by the State. Any costs incurred by Local Agency that are not allowable under 2 C.F.R. Part 200 shall be Local Agency's responsibility, and the State will deduct such disallowed costs from any payments due to Local Agency. The State will not reimburse costs for Work performed after the Performance Period End Date for a respective Work phase. The State will not reimburse costs for Work performed prior to Performance Period End Date, but for which an invoice is received more than 60 days after the Performance Period End Date.

vi. Risk Assessment & Monitoring

Pursuant to 2 C.F.R. 200.331(b), CDOT will evaluate Local Agency's risk of noncompliance with Federal statutes, regulations, and terms and conditions of this Agreement. Local Agency shall complete a Risk Assessment Form (**Exhibit K**) when that may be requested by CDOT. The risk assessment is a quantitative and/or qualitative determination of the potential for Local Agency's non-compliance with the requirements of the Federal Award. The risk assessment will evaluate some or all the following factors:

- a. Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.
- b. Monitoring/Audit: Factors associated with the results of the Subrecipient's previous audits or monitoring visits, including those performed by the Federal Awarding Agency, when the Subrecipient also receives direct Federal funding. Include audit results if Subrecipient receives single audit, where the specific award being assessed was selected as a major program.
- c. Operation: Factors associated with the significant aspects of the Subrecipient's operations, in which failure could impact the Subrecipient's ability to perform and account for the contracted goods or services.
- d. Financial: Factors associated with the Subrecipient's financial stability and ability to comply with financial requirements of the Federal Award.
- e. Internal Controls: Factors associated with safeguarding assets and resources, deterring and detecting errors, fraud and theft, ensuring accuracy and completeness of accounting data, producing reliable and timely financial and management information, and ensuring adherence to its policies and plans.

- f. Impact: Factors associated with the potential impact of a Subrecipient's non-compliance to the overall success of the program objectives.
- g. Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding Federal-aid projects.

Following Local Agency's completion of the Risk Assessment Tool (**Exhibit K**), CDOT will determine the level of monitoring it will apply to Local Agency's performance of the Work. This risk assessment may be re-evaluated after CDOT begins performing monitoring activities.

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date or sooner termination of this Agreement. Close out requires Local Agency's submission to the State of all deliverables defined in this Agreement, and Local Agency'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. Once final documentation has been received by the State and payment has been made, any remaining funds can be liquidated from the project. If FHWA, USDT or FTA has not closed this Federal Award within one (1) year and 90 days after the Final Phase Performance End Date due to Local Agency's failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal or State Awards through the State until such documentation is submitted and accepted. Additionally, the Local Agency will not be able to access any funds on any new or existing projects until such documentation is submitted and accepted.

8. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to any exhibit, for any contract having a term longer than three (3) months, Local Agency shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than 10 Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Local Agency is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10 days after being served or other receipt of such

pleading or other document, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Page as noted in **§17**.

C. Performance and Final Status

Local Agency shall submit all financial, performance and other reports to the State no later than 60 calendar days after the Final Phase Performance End Date or sooner termination of this Agreement, containing an Evaluation of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of Federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 C.F.R. Part 180 OMB Guidelines to Agencies on Government-Wide Debarment and Suspension).

E. Federal Funding Accountability and Transparency Act (FFATA) Reporting

Local Agency shall submit Executive Compensation Information according to 2 CFR Part 170, Appendix A as may be amended from time to time.

9. LOCAL AGENCY RECORDS

A. Maintenance

Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Local Agency shall maintain such records for a period (**Record Retention Period**) pursuant to the requirements of the funding source and for a minimum of three (3) years following the date of submission to the State of the final expenditure report, whichever is longer, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three (3) years following final disposition of such property.

B. Inspection

Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. Local Agency shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Local Agency. 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. If Local Agency enters into a subcontract with an entity that would also be considered a Subrecipient, then the subcontract entered into by Local Agency shall contain provisions permitting both Local Agency and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

D. Final Audit Report

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Local Agency or a third party. Additionally, if Local Agency is required to perform a single audit under 2 C.F.R. 200.501, *et seq.*, then Local Agency shall submit a copy of the results of that audit to the State within the same timeline as the submission to the Federal government.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Local Agency 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 Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency'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 Agreement. Local Agency 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. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Local Agency 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 Agreement. Local Agency shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Agreement, and that the nondisclosure agreements are always in force the agent, employee, assign, or Subcontractor has access to any State Confidential Information. Local Agency shall provide copies of those signed nondisclosure agreements to the State upon request.

C. Use, Security, and Retention

Local Agency 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. Local Agency shall provide the State with access, subject to Local Agency'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 Agreement, Local Agency shall return State Records provided to Local Agency or destroy such State Records and certify to the State that it has done so, as directed by the State. If Local Agency is prevented by law or regulation from returning or destroying State Confidential Information, Local Agency warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Local Agency 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. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns, or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency 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. Data Protection and Handling

Local Agency shall ensure that all State Records and Work Product in the possession of Local Agency or any Subcontractors are protected and handled in accordance with the requirements of this Agreement, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding Personally Identifying Information (PII)

If Local Agency or any of its Subcontracts will or may receive PII under this Agreement, Local Agency shall provide for the security for 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. Local Agency shall be a "Third Party Service Provider" as defined in C.R.S. §24-73-103(1)(i), and shall maintain security procedures and practices consistent with C.R.S. §§24-73-101 *et seq.* In addition, as set forth in C.R.S. §24-74-102, *et seq.*, Local Agency and Contractor, including, but not limited to, Local Agency and Contractor'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.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Local Agency 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 Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement. Officers, employees, and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

B. Apparent Conflicts of Interest

Local Agency acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction regarding the actual or apparent conflict constitutes a Breach of Agreement.

D. Acknowledgement

Local Agency acknowledges that all State employees are subject to the ethical principles described in C.R.S. §24-18-105. Local Agency further acknowledges that State employees may be subject to the requirements of C.R.S. §24-18-105 with regard to this Agreement.

12. INSURANCE

Local Agency shall obtain and maintain and ensure that each Contactor, Consultant, and Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Local Agency Insurance

Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*, (**GIA**) and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Contractor, Consultant, and Subcontractor Requirements

Local Agency shall ensure that each Contractor, Consultant, and Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Contractor and Subcontractor's obligations under the GIA. Local Agency shall ensure that each Contractor and Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Local Agency or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits depending on the amount of the Agreement Maximum Amount including any Amendments.

a. Agreements \$50,000,000 or less:

1. \$1,000,000 each occurrence;
2. \$2,000,000 general aggregate;
3. \$2,000,000 products and completed operations aggregate; and
4. \$50,000 any one (1) fire.
5. Completed Operations coverage shall be provided for a minimum period of one (1) year following final acceptance of work. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional

insurance to restore the full aggregate limit and furnish the certificate or other satisfactory document.

- b. Agreements greater than \$50,000,000 up to \$100,000,000:
 - 1. \$5,000,000 each occurrence which may combined with the umbrella insurance amount to reach the minimum threshold;
 - 2. \$10,000,000 general aggregate which may combined with the umbrella insurance amount to reach the minimum threshold;
 - 3. \$2,000,000 products and completed operations aggregate; and
 - 4. \$50,000 any one (1) fire.
 - 5. Completed Operations coverage shall be provided for a minimum period of one (1) year following final acceptance of work. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish the certificate or other satisfactory document.
- c. Agreements greater than \$100,000,000:
 - 1. \$10,000,000 each occurrence which may be combined with the umbrella insurance amount to reach the minimum threshold;
 - 2. \$20,000,000 general aggregate which may combined with the umbrella insurance amount to reach the minimum threshold;
 - 3. \$2,000,000 products and completed operations aggregate; and
 - 4. \$50,000 any one (1) fire.
 - 5. Completed Operations coverage shall be provided for a minimum period of one (1) year following final acceptance of work. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish the certificate or other satisfactory document.
- iii. Automobile Liability
Automobile liability insurance covering any auto (including owned, hired, and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.
- iv. Professional Liability Insurance (this insurance requirement only applies if the Contractor, Consultant, and/or Subcontractor is

providing professional services including, but not limited to, engineering, architectural, landscape architectural, professional surveying, industrial hygiene services, or any other commonly understood professional service).

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits depending on the amount of the Agreement Maximum Amount including any Amendments.

- a. Agreements \$50,000,000 or less:
 - 1. \$1,000,000 each occurrence;
 - 2. \$1,000,000 general aggregate;
 - 3. Each Contractor, Consultant, and Subcontractor that is not a public entity within the meaning of this GIA shall renew and maintain Professional Liability Insurance as outlined above for a minimum of one year following final acceptance of Work.
- b. Agreements greater than \$50,000,000 up to \$100,000,000:
 - 1. \$5,000,000 each occurrence which may be combined with the umbrella insurance amount to reach the minimum threshold;
 - 2. \$10,000,000 general aggregate which may be combined with the umbrella insurance amount to reach the minimum threshold; and
 - 3. Each Contractor, Consultant, and Subcontractor that is not a public entity within the meaning of this GIA shall renew and maintain Professional Liability Insurance as outlined above for a minimum of one year following final acceptance of Work.
- c. Agreements greater than \$100,000,000:
 - 1. \$10,000,000 each occurrence which may be combined with the umbrella insurance amount to reach the minimum threshold;
 - 2. \$20,000,000 general aggregate which may be combined with the umbrella insurance amount to reach the minimum threshold;
 - 3. Each Contractor, Consultant, and Subcontractor that is not a public entity within the meaning of this GIA shall renew and maintain Professional Liability Insurance as outlined above for a minimum of one year following final acceptance of Work.
- v. Umbrella or Excess Liability Insurance

Umbrella or Excess Liability Insurance with minimum limits of \$1,000,000 or as needed to meet minimum threshold for general liability insurance in **12.B.ii.b & c**. This policy shall become primary in the event the primary Liability Policy limits are impaired or exhausted.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) and umbrella or excess liability policies required of Local Agency's Contractors, Consultants, and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to State.

D. Primacy of Coverage

Coverage required of Local Agency and each Contractor, Consultant, and Subcontractor shall be primary over any insurance or self-insurance program carried by Local Agency or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Local Agency and Local Agency shall forward such notice to the State in accordance with **§17** within seven (7) days of Local Agency's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Local Agency or its Contractors, Consultants, and Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within seven (7) Business Days following the Agreement Effective Date. Local Agency shall provide to the State certificates evidencing Contractor, Consultant, and Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Agreement Effective Date, except that, if Local Agency's subcontract is not in effect as of the Agreement Effective Date, Local Agency shall provide to the State certificates showing Contractor, Consultant, and Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Contractor, Consultant,

and Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§12**.

13. TERMINATION

A. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado. If this Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Agreement are not appropriated timely or otherwise become unavailable to fund this Agreement the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for Breach of Agreement by Local Agency, which shall be governed by **§14** of this Agreement.

i. Method and Content

The State shall notify Local Agency by providing written notice to Local Agency of the termination and be in accordance with **§17**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to **§15.A.i.a**.

lii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Local Agency an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Local Agency for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Local Agency which are directly attributable to the uncompleted portion of Local Agency's obligations, provided that the sum of any and all reimbursement shall not exceed the Agreement Maximum Amount specified on **Exhibit C** payable to Local Agency hereunder.

B. Termination Due to Project Completion

This Agreement may be terminated early upon project completion after the final invoice has been paid. The Local Agency must submit an invoice they have indicated is the final invoice to CDOT. Once that invoice has been paid any remaining funds can be liquidated from the project. The State shall notify Local Agency by providing written notice to Local Agency of the

termination in accordance with **§17** of this Agreement. The notice shall specify the effective date of the termination and will be the Agreement Expiration Date.

C. Termination by Mutual Agreement

This Agreement may be terminated early if all Parties agree that this would be in the best interest of the Parties. The Party initiating the termination shall send a written request to the other Party requesting termination. Once this request is received the State shall notify Local Agency by providing written notice to Local Agency of the termination in accordance with **§17** of this Agreement. The notice shall include the request to terminate and specify the effective date of the termination and will be the Agreement Expiration Date.

D. Termination for Breach

In the event of Local Agency's uncured Breach of Agreement, the State may terminate this entire Agreement or any part of this Agreement. Local Agency shall continue performance of this Agreement to the extent not terminated, if any. **§14.**

14. BREACH

Notice and Cure Period

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of breach 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 **§15** 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 the Agreement to protect the public interest of the State; or if Local Agency 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.

15. REMEDIES

A. State's Remedies

If Local Agency 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 **§14**, shall have all of the remedies listed in this **§15.A.** 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. Remedies Involving Termination for Breach of Agreement

In the event of Local Agency's uncured breach and the State's notice of termination, as set forth in **§14**, the Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Local Agency 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, Local Agency shall complete and deliver to the State all Work not canceled by the termination notice and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Local Agency shall assign to the State all Local Agency's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Local Agency shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State's request, Local Agency shall return materials owned by the State in Local Agency's possession at the time of any termination. Local Agency 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 Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency'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 **§13.A.**

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Local Agency shall remain liable to the State for any damages sustained by the State in connection with any breach by Local Agency, and the State may withhold payment to Local Agency for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Local Agency is determined. The State may withhold any amount that may be due Local Agency 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 (1) or more of the following additional remedies:

a. Suspend Performance

Suspend Local Agency's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Local Agency to an adjustment in price or cost or an adjustment in the performance schedule. Local Agency 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 Local Agency after the suspension of performance.

b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Local Agency'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 from the Work of any of Local Agency'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 a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State (a) secure that right to use such Work for the State or Local Agency; (b) replace the Work with non infringing Work or modify the Work so that it becomes non infringing; or, (c) remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in **§14** and the dispute resolution process in **§16** shall have all remedies available at law and equity.

16. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated

Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.

B Resolutions of Controversies

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of CDOT. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or their duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

17. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the Principal Representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) by hand with receipt required, (ii) by certified or registered mail to such Party's Principal Representative at the address set forth below or (iii) as an email with read receipt requested to the Principal Representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's Principal Representative at the address set forth below. Either Party may change its Principal Representative, its contact information, or any of its representatives identified in an exhibit and its contact information by notice submitted in accordance with this §17 without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

18. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Local Agency 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 Local Agency or any Subcontractors. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses, and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Local Agency grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify, and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Local Agency that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not the Local Agency is under Agreement with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses, and other intellectual property rights

related to the Work Product. The Parties intend the Work Product to be works made for hire. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives, or other documents, drawings, models, materials, data, and information shall be the exclusive property of the State (collectively, State Materials). Local Agency shall not use, willingly allow, cause, or permit Work Product or State Materials to be used for any purpose other than the performance of Local Agency's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Local Agency shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Local Agency

Local Agency retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Local Agency including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Local Agency under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, Local Agency Property). Local Agency Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

19. GENERAL PROVISIONS

A. Assignment

Local Agency's rights and obligations under this Agreement 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 Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this 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 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 Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

D. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies promulgated by the Colorado State Controller.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this 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 Agreement Effective Date.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Agreement, 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 Agreement by reference.

G. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.

H. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party. Specifically, **§§6.A.viii, 9.A & B, 12 and 19.K** shall survive termination or expiration of this Agreement.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§19.A**, this Agreement does not and is not intended to confer any rights or

remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, 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 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. Indemnification

i. General Indemnification

Local Agency shall be responsible for its own actions and for the actions of its own employees related to this Agreement. Local Agency shall also cause its Contractors, Consultants, and any Subcontractors to indemnify, save, and hold harmless the State, its employees, agents and assignees, against any and all costs, expenses, claims, damages, liabilities, court awards including costs, expenses, and attorney fees and related costs, directly or indirectly arising out of, resulting from or related to (in whole or in part) this Agreement, any rights or interests granted pursuant to this Agreement and other amounts (including attorneys' fees and related costs) incurred as a result of any act or omission by Local Agency, or its employees, agents, Contractors, Consultants, Subcontractors, or assignees in connection with this Agreement. This provision shall survive the termination of the Agreement.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Local Agency or its contractors and any Contractors, Consultants, and Subcontractors in violation of **§10** may be cause for legal action by third parties against Local Agency, the State, or their respective agents. Local Agency shall be responsible for its own actions and for the actions of its own employees related to this violation of **§10**. Local Agency shall also cause its Contractors, Consultants, and any Subcontractors to indemnify, save, and hold harmless CDOT, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs incurred by the State in relation to any act or omission by Local Agency, or its employees, agents, assigns, or Subcontractors in violation of **§10**. This provision shall survive the termination of the Agreement.

iii. Intellectual Property Indemnification

Local Agency shall be responsible for its own actions and for the actions of its own employees related to intellectual property of the

Work. Local Agency shall also cause its Contractors, Consultants, and any Subcontractors to indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the State in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. This provision shall survive the termination of the Agreement.

iv. Accessibility Indemnification

Local Agency shall be responsible for its own actions and for the actions of its own employees related to this Agreement. Local Agency shall also cause its Contractors, Consultants, and any Subcontractors to indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (collectively the "Indemnified Parties"), for any and all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the Indemnified Parties in relation to Contractor, Consultant, and/or Subcontractor's noncompliance with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103, C.R.S. State employees are considered third parties for the purposes of this section.

L. Accessibility

- i. Local Agency shall comply with the Accessibility Standards for Individuals with a Disability, as adopted by the Office of Information Technology pursuant to C.R.S. §24-85-103

M. Compliance with State and Federal Law, Regulations and Executive Orders

Local Agency shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

20. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all Agreements.

A. Statutory Approval C.R.S §24-30-202(1)

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in C.R.S §24-37.5-102(19), then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability C.R.S §24-30-202(5.5), applicable Local Agency law, rule or regulation

Financial obligations of the Parties payable after the current State Fiscal Year or 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, C.R.S §24-10-101, *et seq.*; 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, C.R.S §§24-30-1501, *et seq.* No term or condition of this 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

Local Agency shall perform its duties hereunder as an independent contractor and not as an employee. Neither Local Agency nor any agent or employee of Local Agency shall be deemed to be an agent or employee of the State. Local Agency shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Local Agency 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 Local Agency or any of its agents or employees. Local Agency shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Local Agency shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law

The Parties 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 Parties to indemnify or hold the Parties harmless; requires the Parties to agree to binding arbitration; limits Parties' 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 C.R.S. §24-106-109.

H. Software Piracy Prohibition

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of Federal copyright laws or applicable licensing restrictions. Local Agency hereby certifies and warrants that, during the term of this Agreement and any extensions, Local Agency has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Local Agency is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, 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 C.R.S §§24-18-201 and 24-50-507.

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. Local Agency has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Local Agency's services and Local Agency shall not employ any person having such known interests.

21. FEDERAL REQUIREMENTS

Local Agency and/or their Contractors, Consultants, and Subcontractors shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable Federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended. Certain exhibits reference Executive Orders (EO) that have been revoked and other revocations have been proposed but not yet finalized. By way of example this is a non-exhaustive list: EOs 11246 and 12898 have been revoked and are referenced in **Exhibit J**, Additional Federal Requirements, Appendix E. Certain federal regulatory changes related to this revocation have been proposed but not yet finalized. Similarly, EO 11375 (which had amended EO 11246) and EO 13166, are referenced in exhibits and have been revoked. A summary of applicable Federal provisions are attached hereto as **Exhibit F**, **Exhibit I**, **Exhibit J**, **Exhibit L**, and **Exhibit M** and are hereby incorporated by this reference. It is incumbent upon Local Agency and their Contractors, Consultants, and Subcontractors to stay up to date on all applicable Federal and State laws, and their implementing regulations, and EOs that have been or proposed to be revoked.

22. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of **Exhibit E** and **Exhibit G**, Local Agency Contract Administration Checklist, regarding DBE requirements for the Work.

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EXHIBIT A

SCOPE OF WORK

Name of Project: 88th St. Sidewalk Improvements
Project Number: SFTY M258-014
SubAccount #: 27607

The Colorado Department of Transportation (“CDOT”) will oversee the Town of Superior when the Town completes the 88th Street Sidewalk Improvements Project. (Hereinafter referred to as “this work”) CDOT and the Town of Superior believes it will be beneficial to perform this work because it will address safety challenges along the project location, 88th Street from Promenade Drive to Campus Drive, which serves as a primary route for Superior students and families traveling to Monarch K–8 and Monarch High School in Louisville. The Town has completed the necessary preliminary studies to implement this proposal. All work will conform to the MUTCD.

This work will consist of adding a separated bicycle and pedestrian network along 88th Street from Promenade Drive to Campus Drive. The design phase of this work is scheduled to begin during Federal fiscal year 2027. The design phase will identify more exact requirements, qualities, and attributes for this work. (Herein after referred to as “the exact work”). The exact work shall be used to complete the construction phase of the project. The construction phase of the project is estimated to begin in Federal fiscal year 2027 and shall finish as soon as reasonably possible.

This work will conform to the parameters articulated in the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, AASHTO “A Policy on Geometric Design of Highways and Streets”, AASHTO “Roadside Design Guide”, and the CDOT Project Development Manual, CDOT M&S Standards, CDOT Design Guide, CDOT Construction Manual, Manual on Uniform Traffic Control Devices, Highway Capacity Manual, along with all applicable State and Federal guidelines

By accepting funds for this Scope of Work, Local Agency acknowledges, understands, and accepts the continuing responsibility for the safety of the traveling public after initial acceptance of the project. **Local Agency is responsible for maintaining and operating the scope of work described in this Exhibit A constructed under this Agreement at its own cost and expense during its useful life.**

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EXHIBIT B

SAMPLE IGA OPTION LETTER

Date	State Fiscal Year	Option Letter No.
Project Code		Original Agreement #

Vendor Name:

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous and to update encumbrance amount(s).

Option to unilaterally transfer funds from one phase to another phase.

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous, to update encumbrance amount(s), and to unilaterally transfer funds from one phase to another phase.

Option to unilaterally extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify OMB Guidance.

Option A

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to authorize the Local Agency to add a phase and to encumber funds for the phase based on changes in funding availability and authorization. The total encumbrance is (or increased) by \$0.00. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option B

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to transfer funds based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option C

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to 1) release the Local Agency to begin a phase; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from phases based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option D

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. This is made part of the original Agreement and replaces the Expiration Date shown on the Signature and Cover Page. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

The effective date of this option letter is upon approval of the State Controller or delegate.

STATE OF COLORADO
Jared S. Polis
Department of Transportation

By: _____
Keith Stefanik, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: _____

ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Transportation

Date: _____

EXHIBIT C - FUNDING PROVISIONS**Town of Superior - SFTY M258-014 (27607)****A. Cost of Work Estimate**

The Local Agency has estimated the total cost of the Work to be \$600,000.00, which is to be funded as follows:

1. FUNDING

a. Federal Funds (90% of HSIP Award)	\$540,000.00
b. Local Agency Funds (10% of HSIP Award)	\$60,000.00

TOTAL FUNDS ALL SOURCES	\$600,000.00
--------------------------------	---------------------

2. OMB UNIFORM GUIDANCE

a. Federal Award	
Identification Number (FAIN):	TBD
b. Name of Federal Awarding Agency:	FHWA
c. Local Agency Unique Entity Identifier	E79XSHDEQGL8
d. Assistance Listing #	
Highway Planning and Construction	ALN 20.205
Highway Safety Improvement Program	ALN 20.272
e. Is the Award for R&D?	No
f. Indirect Cost Rate (if applicable)	N/A
g. Amount of Federal Funds Obligated by this Action:	\$0.00
h. Amount of Federal Funds	
Obligated to Date (including this Action):	\$0.00

3. ESTIMATED PAYMENT TO LOCAL AGENCY

a. Federal Funds Budgeted	\$540,000.00
b. Less Estimated Federal Share of CDOT-Incurred Costs	\$0.00

TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	90%	\$540,000.00
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	10%	\$60,000.00
TOTAL PROJECT ESTIMATED FUNDING	100.00%	\$600,000.00

4. FOR CDOT ENCUMBRANCE PURPOSES

a. Total Encumbrance Amount (Federal funds + Local Agency funds)	\$600,000.00
b. Less ROW Acquisition 3111 and/or ROW Relocation 3109	\$0.00

NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS	\$600,000.00
---	---------------------

Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

Federal HSIP

Design 3020

WBS Element 27607.10.30	Performance Period Start*/End Date	\$0.00
	TBD-TBD	

Const. 3301

WBS Element 27607.20.10	Performance Period Start*/End Date	\$0.00
	TBD-TBD	

*The Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.

B. Funding Ratios

The funding ratio for the Federal funds for this Work is 90% Federal funds to 10% Local Agency funds, and this ratio applies only to the \$600,000.00 that is eligible for Federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$600,000.00, and additional Federal funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than \$600,000.00, then the amounts of Local Agency and Federal funds will be decreased in accordance with the funding ratio described in

A1. This applies to the entire scope of Work.

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$540,000.00. For CDOT accounting purposes, the Federal funds of \$540,000.00 and the Local Agency funds of \$60,000.00 will be encumbered for a total encumbrance of \$600,000.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total budget of this funding source is \$600,000.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. **This applies to the entire scope of Work.**

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving \$1,000,000 or more from all funding sources defined as Federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements). The Single Audit Act Amendment requirements applicable to the Local Agency receiving Federal funds are as follows:

i. Expenditure less than \$1,000,000

If the Local Agency expends less than \$1,000,000 in Federal funds (all Federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. Expenditure of \$1,000,000 or more-Highway Funds Only

If the Local Agency expends \$1,000,000 or more, in Federal funds, but only received Federal Highway funds then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

iii. Expenditure of \$1,000,000 or more-Multiple Funding Sources

If the Local Agency expends \$1,000,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. Independent CPA

Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

EXHIBIT D
LOCAL AGENCY RESOLUTION (IF APPLICABLE)

Exhibit E
Colorado Department of Transportation
Local Agency Contract Administration Checklist

Project Number	STIP Number	Project Code	Region
SFTY M258-014	SR46666	27607	04
Project Location			Date
Town of Superior			7/2/2026
Project Description			
88th St Sidewalk Improvements			
Local Agency		Local Agency Project Manager	
Town of Superior		Alex Bullen	
CDOT Resident Engineer		CDOT Project Manager	
Bryce Reeves		Gary Stimson	

Instructions:

This checklist shall be used to establish the contractual administrative responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency Agreement. Section numbers (No.) correspond to the applicable chapters of the CDOT Local Agency Manual (formerly referred to as the Local Agency Desk Reference). Local Agency Web Resource (LAWR) numbers correspond to the applicable flowchart in the Local Agency Web Resource.

The checklist shall be prepared by placing an X under the responsible party, opposite each of the tasks. The X denotes the party responsible for initiating and executing the task. It is preferred that only one responsible party be selected, however a number of items may have both parties selected based on judgement. When neither CDOT nor the Local Agency is responsible for a task, not applicable (N/A) shall be marked. In addition, # will be marked to denote that CDOT must concur or approve.

The Regions, in accordance with established policies and procedures, will determine who will perform tasks that are the responsibility of CDOT.

The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.

Note:

Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.

Acronyms:

Colorado Department of Transportation - CDOT
Disadvantaged Business Enterprise - DBE
Colorado Department of Transportation - CDOT
Disadvantaged Business Enterprise - DBE
Equal Employment Opportunity - EEO
Federal Highway Administration - FHWA
Field Inspection Review - FIR
Final Office Review - FOR
Hot Mix Asphalt - HMA
Independent Assurance Testing - IAT
Intergovernmental Agreement - IGA
Local Agency - LA
Local Agency Web Resource - LAWR
Not Applicable - N/A
Number - No.
On-The-Job - OJT
Plans, Specifications, and Estimate - PS&E
Professional Engineer - PE
Right-of-Way - ROW
Statewide Transportation Improvement Program - STIP
Transportation Improvement Program - TIP

TIP / STIP Long-Range Plans

LAWR	No.	Description of Task
	2.1	Review Project to ensure it is consistent with Statewide Plan and amendments thereto

Responsible Party

LA	CDOT
☐	☒

Subrecipient Monitoring

LAWR	No.	Description of Task
	3.1	Preparation of Subrecipient Monitoring Compliance Documents - Subrecipient Determination Tool - Subrecipient Risk Assessment - Subrecipient Notification Letter - Subrecipient Project Update Report (Formerly "Performance Report to CDOT") - CDOT Monitoring Report of Subrecipients (If applicable)

Responsible Party

LA	CDOT
☐	☒
☒	☒
☐	☒
☒	☐
☐	☒

Federal Funding Obligation and Authorization

LAWR	No.	Description of Task
	4.1	Authorize funding by phases (Requires FHWA Concurrence if Federal-aid Highway funded project.). Please check N/A, if Not applicable.

Responsible Party

LA	CDOT
☐	☒

Project Development

LAWR	No.	Description of Task
	5.1	Determine Delivery Method
1	5.2	Prepare Design Data - CDOT Form 463
	5.3	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)
2	5.4	Conduct Consultant Selection/Execute Consultant Agreement - Project Development - Construction Contract Administration (including Fabrication Inspection Services)
3,3A	5.5	Conduct Design Scoping Review Meeting
3,6	5.6	Conduct Public Involvement

Responsible Party

LA	CDOT
☐	☒
☒	☐
☐	☒
☒	☐
☒	☐
☒	☐

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
3	5.7	Conduct Field Inspection Review (FIR)	☒	☐
4	5.8	Conduct Environmental Process (may require FHWA concurrence /involvement)	☒	☐ #
5	5.9	Acquire Right-of-Way (may require FHWA concurrence /involvement)	☒	☐
3	5.10	Obtain Utility and Railroad Agreements	☒	☐
3	5.11	Conduct Final Office Review (FOR)	☒	☐
3A	5.12	Justify Force Account Work by the Local Agency	☒	☐
3B	5.13	Justify Proprietary, Sole Source, or Local Agency Furnished Items	☒	☐
3	5.14	Document Design Exceptions - CDOT Form 464	☒	☐
	5.15	Seek Permission for use of Guaranty and Warranty Clauses	☒	☐ #
3	5.18	Prepare Plans, Specifications, Construction Cost Estimates and Submittals	☒	☐
	5.19	Comply with Requirements for Off-and On-System Bridges & Other Structural Work	☒	☐
	5.20	Update Approvals on PS&E Package if Project Schedule Delayed	☒	☐
	5.21	Ensure Authorization of Funds for Construction	☐	☒
	5.22	Use Electronic Signatures	☒	☐ #
	5.23	File Project Development Records/Documentation in ProjectWise (PW)	☐	☒

Project Development Civil Rights and Labor Compliance

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
3	6.1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region Civil Rights Office)	☐	☒
	6.2	Determine Applicability of Davis-Bacon Act This project ☐ is ☒ is not exempt from Davis-Bacon Requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.)	☐	☒

CDOT Resident Engineer

Date

Bryce Reeves

10/02/2024

Exhibit E

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
	6.3	Set On-the-Job Training Goals (CDOT Region Civil Rights Office) “NA”, if Not Applicable	☐	☒
	6.4	Enforce Prompt Payment Requirements	☒	☐
	6.5	Use Electronic Tracking and Submission Systems B2Gnow ☒ LCPTTracker ☒	☒	☒
3	6.6	Prepare/submit Title VI Plan and Incorporate Title VI Assurances	☒	☐
6,7		Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training Special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)	☒	☐

Advertise, Bid and Award of Construction Projects

			Responsible Party	
Federal Project (use 7.1 series in Chapter 7)			☒	
Non-Federal Project (Use 7.2 series in Chapter 7)			☐	
LAWR	No.	Description of Task	LA	CDOT
6,7		Obtain Approval for Advertisement Period of Less Than Three Weeks	☒	☐
7		Advertise for Bids	☒	☐
7		Concurrence to Advertise	☐	☒
7		Distribute “Advertisement Set” of Plans and Specifications	☒	☐
7		Review Worksite & Plan Details w/ Prospective Bidders While Project is Under Advertisement	☒	☐
7		Open Bids	☒	☐
7		Process Bids for Compliance		
		Check CDOT Form 1415 - Commitment Confirmation when the Low bidder meets DBE goals. (“N/A” if Not Applicable)	☐	☒
		Evaluate CDOT Form 1416 - Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals. (“N/A” if Not Applicable)	☐	☒
		Submit required documentation for CDOT award concurrence	☒	☐
		Concurrence from CDOT to Award	☐	☒
		Approve Rejection of Low Bidder	☐	☒
7,8		Award Contract (Federal)	☒	☐
8		Provide “Award” and “Record” Sets of Plans and Specifications (Federal)	☒	☐

Exhibit E

Construction Management

Construction Management			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
8		Intro File Project Construction Records/Documentation in PW or as Directed	☒	☐
8	8.1	Issue Notice to Proceed to the Contractor	☒	☐
8	8.2	Project Safety	☒	☐
8	8.3	Conduct Conferences		
		• Preconstruction Conference (Appendix B)	☒	☐
		○ Fabrication Inspection Notifications	☒	☐
		• Pre-Survey	☒	☐
		○ Construction Staking	☒	☐
		○ Monumentation	☒	☐
		• Partnering (Optional)	☒	☐
		• Structural Concrete Pre-Pour (Agenda is in the CDOT Construction Manual)	☒	☐
		• Concrete Pavement Pre-Paving (Agenda is in the CDOT Construction Manual)	☒	☐
		• HMA Pre-Paving (Agenda is in the CDOT Construction Manual)	☒	☐
8	8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	☒	☐
9	8.5	Supervise Construction		
		A Professional Engineer (PE) registered in Colorado, who will be “in responsible charge of construction supervision”	☒	☐
		Local Agency Professional Engineer or CDOT Resident Engineer		
		Christine Katz		
		Phone Number		
		720-738-7693		
		Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	☒	☐
		Construction inspection and documentation (including Projects with structures)	☒	☐
		Fabrication Inspection and Documentation	☒	☐
9	8.6	Review and Approve Shop Drawings	☒	☐
9	8.7	Perform Traffic Control Inspections	☒	☐
9	8.8	Perform Construction Surveying	☒	☐
9	8.9	Monument Right-of-Way	☒	☐

Exhibit E

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
9,9A	8.10	Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) or use compliance software system. Provide the name and phone number of the person authorized for this task.	☒	☐
		Local Agency Representative Alex Bullen	Phone Number 303-499-3675 ex	
9	8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	☒	☐
9B	8.12	Prepare and Authorize Change Orders	☒	<input type="checkbox" value="#"/>
9B	8.13	Submit Change Order Package to CDOT	☒	☐
9A	8.14	Prepare Local Agency Reimbursement Requests	☒	☐
9	8.15	Monitor Project Financial Status	☒	☐
9	8.16	Prepare and Submit Monthly Progress Reports	☒	☐
9	8.17	Resolve Contractor Claims and Disputes	☒	☐
	8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task.	☐	☒
		CDOT Resident Engineer Bryce Reeves	Phone Number 719-314-6337	
9	8.19	Ongoing Oversight of DBE Participation	☒	☐

Materials

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
9,9C	9.1	Discuss Materials at Pre-Construction Meeting	☒	☐
		Buy America documentation required prior to Installation of steel	☒	☐
		Buy America, Build America documentation required prior to installation of materials	☒	☐

			Responsible Party	
			LA	CDOT
LAWR 9,9C	No. 9.2	Description of Task Complete CDOT Form 250 - Materials Documentation Record - Generate form, which includes determining the Minimum number of required tests and applicable Material submittals for all materials placed on the project - Update the form as work progresses - Complete and distribute form after work is completed	☐	☒
9C	9.3	Perform Project Acceptance Samples and Tests	☒	☐
9C	9.4	Perform Laboratory Acceptance Tests	☒	☐
9C	9.6	Accept Manufactured Products Inspection of structural components: - Fabrication of structural steel and pre-stressed concrete structural components - Bridge modular expansion devices (0" to 6" or greater) - Fabrication of bearing devices	☒	☐
9C	9.6	Approve Sources of Materials	☒	☐
9C	9.7	Independent Assurance Testing (IAT) Local Agency Procedures ☐ CDOT Procedures ☒ - Generate IAT schedule - Schedule and provide notification - Conduct IAT	☐	☒
9C	9.8	Approve mix designs - Concrete - Hot Mix Asphalt	☒	☐
9C	9.9	Check Final Materials Documentation	☒	☐
9C	9.10	Complete and Distribute Final Materials Documentation	☒	☐

Construction Civil Rights and Labor Compliance

			Responsible Party	
			LA	CDOT
LAWR 9	No. 10.1	Description of Task Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	☒	☐

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
8,9	10.2	Process CDOT Form 205 - Sublet Permit Application and CDOT Form 1425 - Supplier Application Approval Request. Review & sign completed forms, or review/approve in compliance software system, as applicable, & submit to Region Civil Rights Office.	☒	☐
9	10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	☒	☐
9	10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements.	☒	☐
9	10.5	Conduct Interviews when Project Utilizes On-the-Job Trainees. - Complete CDOT Form 1337 - Contractor Commitment to Meet OJT Requirements. - Complete CDOT Form 838 - OJT Trainee / Apprentice Record. - Complete CDOT Form 200 - OJT Training Questionnaire.	☒	☐
9	10.6	Check Certified Payrolls (Contact the Region Civil Rights Office for training requirements)	☒	☐
9	10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	☒	☐
	10.8	Contract Compliance and Project Site Reviews	☐	☒

Finals

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
	11.1	Conduct Final Project Inspection & Final Inspection of Structures, if applicable	☐	☒
10	11.2	Write Final Project Acceptance Letter	☒	☐
10	11.3	Advertise for Final Settlement	☒	☐
11	11.4	Prepare and Distribute Final As-Constructed Plans	☒	☐
11	11.5	Prepare EEO Certification and Collect EEO Forms	☒	☐
11	11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	☒	☐
11	11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	☒	☐
	11.8	Review CDOT Form 1419	☐	☒
	11.9	Submit CDOT Professional Services Closeout Report Form	☒	☐

Exhibit E

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
	11.10	Complete and Submit CDOT Form 1212 LA - Final Acceptance Report (by CDOT)	☐	☒
11	11.11	Process Final Payment	☒	☐
	11.12	Close out Local Project	☒	☐
	11.13	Complete and Submit CDOT Form 950 - Project Closure	☐	☒
11	11.14	Retain Project Records	☒	☐
11	11.15	Retain Final Version of Local Agency Contract Administration Checklist	☒	☐

Cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region Civil Rights Office

CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

EXHIBIT F

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub- recipients shall certify and disclose accordingly.

EXHIBIT G

DISADVANTAGED BUSINESS ENTERPRISES

SECTION 1. Policy

It is the policy of the Colorado Department of Transportation (CDOT) that Disadvantaged Business Enterprises (DBEs) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Accordingly, CDOT's federally approved DBE Program Plan shall apply to this agreement.

SECTION 2. Subrecipient and Participant Obligation.

The Local Agency and its subrecipients agrees to ensure that DBEs certified through the Colorado Unified Certification Program have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement.

All participants on contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement shall take all necessary and reasonable steps in accordance with the CDOT's federally approved DBE Program Plan to ensure that DBEs have the maximum opportunity to compete for and perform contracts.

Local Agency subrecipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT and federally assisted contracts.

SECTION 3. DBE Program.

The Local Agency subrecipient shall be responsible for complying with CDOT's FHWA-approved DBE Program Plan.

Local Agency requirements can be found at:

<https://www.codot.gov/business/civilrights>

EXHIBIT H

LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) Part 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states "The requirements herein apply to federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) (related to construction) and are issued to ensure that a qualified consultant is obtained through an equitable qualifications-based selection procurement process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost." Additionally, 23 CFR 172.7(a)(1)(iii)(C) states "In-State or local preference shall not be used as a factor in the evaluation, ranking and selection phase." Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related manual titled "Obtaining Professional Consultant Services". This directive and manual incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the manual may be obtained upon request from CDOT's Engineering Contract Services Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the manual are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Local Agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting Local Agency shall document the need for obtaining professional services.
2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30- 1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local

Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.

5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.
6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.
7. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

- a. Qualifications,
- b. Approach to the Work,
- c. Ability to furnish professional services.
- d. Anticipated design concepts, and
- e. Alternative methods of approach for furnishing the professional services.

Evaluation factors for final selection are the Consultant's:

- a. Abilities of their personnel,
- b. Past performance,
- c. Willingness to meet the time and budget requirement,
- d. Location,
- e. Current and projected work load,

- f. Volume of previously awarded contracts, and
 - g. Involvement of minority consultants.
8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than \$50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profits are in the range of six (6) to 15 percent of the total direct and indirect costs.
 9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONAL DETAILS FOR COMPLYING WITH THE PRECEEDING NINE (9) STEPS.

EXHIBIT I

FHWA-1273 – Revised June 25, 2026

CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Davis-Bacon and Related Act Provisions
- IV. Contract Work Hours and Safety Standards Act Provisions
- V. Subletting or Assigning the Contract
- VI. Safety: Accident Prevention
- VII. False Statements Concerning Highway Projects
- VIII. Implementation of Clean Air Act and Federal Water Pollution Control Act
- IX. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- X. Certification Regarding Use of Contract Funds for Lobbying
- XI. Use of United States-Flag Vessels

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only).

I. GENERAL

1. Historically, contracting agencies using Federal-aid highway funds were required to ensure Form FHWA-1273 was physically incorporated into all contracts and subcontracts. Effective June 10, 2026, this requirement was eliminated [91 FR 25492]. Future use of Form FHWA-1273 is now optional on the part of the contracting agency using Federal-aid highway funds. FHWA continues to make Form FHWA-1273 available as a convenience to contracting agencies. Contracting agencies must continue to ensure compliance with the provisions cited in Form FHWA-1273 in accordance with the provisions regardless of the use of Form FHWA-1273. Accordingly, the contracting agency retains the authority to determine whether the contractor must use Form FHWA-1273 to physically incorporate required contract provisions in each subcontract and in lower tier contracts. Where permitted by the contracting agency, the contractor may choose other ways to include required contract provisions in each subcontract, besides incorporating Form FHWA-1273. Contract provisions in Form FHWA-1273 are not required to be physically included in subcontracts for design services on Federal-aid design-build contracts, or in purchase orders, rental agreements and other agreements for supplies or services.

The applicable provisions of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor or design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's

immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION

The contractor and all subcontractors must comply with the following policies: 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27, including any amendments thereto.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27, including any amendments thereto.

The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract.

1. Assurances Required:

a. The requirements of 49 CFR Part 26, including any amendments thereto, and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E, including any amendments thereto, are incorporated by reference. 49 CFR Part 21.

III. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 CFR part 3](#))), the full amount of basic hourly 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 the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in

paragraph 4. of this section. 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 employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

- (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the

classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. Fringe benefits not expressed as an hourly rate. 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, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. Unfunded plans. If the contractor does not make payments to a trustee or other third person, the 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 the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. Withholding requirements. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered

necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, 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.

b. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph 2.a. of this section or Section IV, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its repurchase costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number

of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which 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.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract 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 [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with [29 CFR part 30](#), including any amendments thereto.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section III. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the

contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

IV. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the

Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$33 as of January 15, 2025 (See 90 FR 1859) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section III paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

V. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of

the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1. of this section refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph 1. of this section is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however,

contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VI. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the

character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

VIII. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

IX. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the

eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered

transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

X. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XI. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the

extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS** (40 U.S.C. sections 14501(d) and 14701
and the Appalachian Regional Commission Code as
authorized under 40 U.S.C. section 14302)

This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor
undertaking to do work which is, or reasonably may be, done
as on-site work, shall give preference to qualified persons who
regularly reside in the labor area as designated by the DOL
wherein the contract work is situated, or the subregion, or the
Appalachian counties of the State wherein the contract work is
situated, except:

a. To the extent that qualified persons regularly residing in
the area are not available.

b. For the reasonable needs of the contractor to employ
supervisory or specially experienced personnel necessary to
assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to
present or former employees as the result of a lawful collective
bargaining contract, provided that the number of nonresident
persons employed under this subparagraph (1c) shall not
exceed 20 percent of the total number of employees employed
by the contractor on the contract work, except as provided in
subparagraph (4) below.

2. The contractor shall place a job order with the State
Employment Service indicating (a) the classifications of the
laborers, mechanics and other employees required to perform
the contract work, (b) the number of employees required in
each classification, (c) the date on which the participant
estimates such employees will be required, and (d) any other
pertinent information required by the State Employment
Service to complete the job order form. The job order may be
placed with the State Employment Service in writing or by
telephone. If during the course of the contract work, the
information submitted by the contractor in the original job order
is substantially modified, the participant shall promptly notify
the State Employment Service.

3. The contractor shall give full consideration to all qualified
job applicants referred to him by the State Employment
Service. The contractor is not required to grant employment to
any job applicants who, in his opinion, are not qualified to
perform the classification of work required.

4. If, within one week following the placing of a job order by
the contractor with the State Employment Service, the State
Employment Service is unable to refer any qualified job
applicants to the contractor, or less than the number
requested, the State Employment Service will forward a
certificate to the contractor indicating the unavailability of
applicants. Such certificate shall be made a part of the
contractor's permanent project records. Upon receipt of this
certificate, the contractor may employ persons who do not
normally reside in the labor area to fill positions covered by the
certificate, notwithstanding the provisions of subparagraph (1c)
above.

5. The provisions of 40 U.S.C. 14501 allow the contracting
agency to provide a contractual preference for the use of
mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1
through 4 of this Attachment A in every subcontract for work
which is, or reasonably may be, done as on-site work.

EXHIBIT J

ADDITIONAL FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by the Local Agencies and their contractors or the Local Agencies).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

Clean Air Act

Standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts more than \$100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

Uniform Guidance

Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Title 2 Code of the Federal Regulations Part 200), which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. 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.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

Nondiscrimination

The Local Agency shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color national origin, sex, age or disability. Prior to the receipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached Standard DOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the Standard DOT Title VI assurance in any contract utilizing federal funds, land, or other aid. The Local Agency shall also include the following in all contract advertisements:

The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.

ADA

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal- aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91- 646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45

C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973.

The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees, and successors in interest, agree as follows:

i. Compliance with Regulations

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of

Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. Nondiscrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

iv. Information and Reports

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

v. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions §22

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

Assurances for Local Agencies

DOT Order No. 1050.2A

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non- discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated or will be (with regard to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review

upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

(Name of Recipient)

by _____
(Signature of Authorized Official)

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), the Regulations for the Administration of (*Name of Appropriate Program*), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).



Exhibit K

CDOT SUBRECIPIENT RISK ASSESSMENT

Generate a pdf version for circulation to others by clicking the **Print to PDF** button below.

Grantee Entity

Entity Name (Subrecipient) *

Representative for this Self Assessment (Person Completing this Form)

Name *

Email *

Chief Administrative Officer, Chief Financial Officer (CFO) or Equivalent

Name *

Email *

Project Manager

Name *

Email *

Project Details

Name of Project / Program *

Project Number *

Project Sub-Account Number *

Grant Program Awarded *

Estimated Award Period *

Risk Assessment

Assessment Date *

CDOT Project Manager

Name *

Email *

Phone *

Instructions: (See "Instructions" tab for more information)

1. All questions are required to be answered.
2. Utilize the "Comment" section below the last question for additional responses.
3. When complete, check the box at the bottom of the form to authorize.
4. Click the Submit button when ready to submit.
5. A copy of the responses will be emailed to the Assessor Email.

Note: Fields marked with * are required.

Experience Assessment

1. Is your entity new to operating or managing federal funds (has not done so within the past three years)? *

☐ Yes ☐ No

2. Is this funding program new for your entity (managed for less than three years)? Examples of funding programs include CMAQ, TAP, STP-M, etc. *

☐ Yes ☐ No

3. Does your staff assigned to the program have at least three full years of experience with this federal program? *

☐ Yes ☐ No

Monitoring/Audit Assessment

4. Has your entity had an on-site project or grant review from an external entity (e.g., CDOT, FHWA) within the last three years? *

☐ Yes ☐ No ☐ N/A

5a. Were there non-compliance issues in this prior review? *

☐ Yes ☐ No ☐ N/A

Operation Assessment

6. Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? *

☐ Yes ☐ No

Financial Assessment

7. Does your entity have an indirect cost rate that is approved and current? *

☐ Yes ☐ No

8. Is this grant/award 10% or more of your entity's overall funding? *

☐ >10% ☐ <10%

9. Has your entity returned lapsed* funds?

*Funds "lapse" when they are no longer available for obligation. *

☐ Yes ☐ No ☐ N/A

10. Has your entity had difficulty meeting local match requirements in the last three years? *

☐ Yes ☐ No ☐ N/A

11a. What is the total federal funding your entity has been awarded for the last federal fiscal year? *

11b. What is your entity's fiscal year end? *

Internal Control Assessment

12. Has your entity had any significant changes in key personnel or accounting system(s) in the last year? (e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) *

☐ Yes ☐ No ☐ N/A

13. Does your entity have financial procedures and controls in place to accommodate a federal-aid (or other federally funded) project? *

☐ Yes ☐ No

14. Does your accounting system identify the receipts and expenditures of program funds separately for each award? *

☐ Yes ☐ No

15. Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget? *

☐ Yes ☐ No

16. Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? *

☐ Yes ☐ No ☐ N/A

17. How many total FTE perform accounting functions within your organization? *

☐ >=6 ☐ 2 to 5 ☐ <2

Impact Assessment

18. For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? (*Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)*

☐ Yes ☐ No

19. For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award?

Select **Yes** if one or more violation(s) and have either disclosed previously to CDOT or as part of this form.

Select **No** if one or more violation(s) and have not disclosed previously or will not disclose as part of this form.

Select **N/A** if there are no violations.*

Yes No N/A

☐ ☐ ☐

Program Management Assessment

20. Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid (or other federally funded) projects? *

Yes No N/A

21. Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*?

(*The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.) *

Yes No N/A

22a. Is your staff familiar with the relevant CDOT manuals and federal program requirements?*

Yes No N/A

22b. Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid (or other federally funded) projects will receive adequate inspections? *

Yes No N/A

22c. Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? *

Yes No N/A

22d. Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. *

Yes No N/A

22e. Does your entity have a written policy or certification statement approved by your governing board assuring compliance with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 and implementing regulations on federally funded projects?*

Yes No N/A

Comments - As needed, include the question number and provide comments related to the above questions.

I have confirmed with the Chief Administrative Officer or Chief Financial Officer of this entity to certify that this information is true and correct. *

Instructions and Guide to the SUBRECIPIENT RISK ASSESSMENT (Self Assessment)

Definitions

GAAP: Generally Accepted Accounting Principles

GAAS: Generally Accepted Auditing Standards

GAGAS: Generally Accepted Government Auditing Standards

OMB: Office of Management and Budget

Using the Assessment:

The answers provided on this self-assessment questionnaire assist in the determination of a subrecipient's risk of noncompliance with State and Federal statutes, regulations and the terms and conditions of the subaward in compliance with 2 CFR §200.332 (b). Some questions require a simple yes, no, or N/A answer. However, additional information may be provided in the comments sections and should be included if the answer demonstrates that the subrecipient has internal controls in one area, but not throughout the process. For example: The subrecipient may describe a good process for determining allowability and reasonableness but not fully explain how the cost is allocated across funding sources. Additional explanation for each question is provided below.

Assessment Reviewers: If a question is not answered or the answer does not address the question asked, then select the appropriate column to calculate the highest risk rating for that category. If you receive an answer that does not fit into one of the drop-down choices, please contact the Internal Audit Division to discuss. ALL questions should be answered.

Experience Assessment

Q1. Previous Experience of Subrecipient with managing federal funds

A subrecipient that has experience in managing federal funds has a lower risk of error (or non-compliance with federal requirements) than a subrecipient with little to no experience.

Q2. Previous Experience of Subrecipient with funding program

A subrecipient experienced in managing a particular federal funding program will have a lower risk of non-compliance than a subrecipient who is familiar with the funding program. Each funding program has specific guidance and regulations.

Q3. Previous Experience of Staff with funding -program

A subrecipient with staff that has little experience in managing a particular funding program has a higher risk of error than an entity with staff experienced with the funding program.

Monitoring/Audit Assessment

Q4. Recent Review

A subrecipient who has not had a recent financial or program review is a higher risk since CDOT is not familiar with or had an opportunity to review their processes or if they comply with guidance and regulations.

Q5. Non-compliance Issues in Prior Visit

A subrecipient who has experienced non-compliance issues in the past will be assessed as a higher risk so the appropriate monitoring can occur to verify if the non-compliance issues can be mitigated.

Operation Assessment

Q6. Timesheet Maintenance

\$200.430 of the Supercircular requires salaries and wages to be based on records that accurately reflect the work performed. These records must reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities.

Financial Assessment

Q7. Indirect Cost Rate

Whether a non-Federal entity has an indirect cost rate or not, will not impact the overall risk rating on this form. However, if an indirect cost rate will be requested, the non-Federal entity must notify CDOT Audit so that the indirect cost rate can be reviewed and included in the Federal award.

Q8. Size of Grant

If the funds received from CDOT make up a substantial portion of the entity's overall funding, there is typically a higher risk to the funding if the entity were to have any financial issues.

Q9. Lapsed Funds

Funds "lapse" when they are no longer utilized or available for obligation. Funds lapse at the end of the applicable fiscal year, unless another date is provided by statute or contract. If a subrecipient has previously allowed funds to lapse they are considered higher risk.

Q10. Local Match

Difficulty in meeting local match requirements can affect project delivery and is indicative of higher risk.

Q11. Total Federal Funds

This information is important in deciding how much federal funding makes up the total funding sources for the entity. If an entity manages a small amount, the risk is higher that they will be unfamiliar with the fiscal requirements of accounting for the funds. "Total Federal Funds" includes funds for projects in which your entity administers/performs the work (i.e. construction projects), but not for funds that you pass-through to other entities.

Internal Control Assessment

Q12. Significant Changes in Key Personnel

Significant changes in key personnel can increase the risk of non-compliance with federal requirements for that entity. For example, a new controller may not be familiar with subaward requirements, or a new executive director could make large changes in the entity that may increase their risk of consistent compliance.

Q13. Financial Procedures and Controls

Subrecipients with effective written procedures and financial controls, along with staff familiar with CDOT procedures and manuals, will have a lower risk of non-compliance with federal requirements.

Q14. Receipts and Expenditures Separated per Each Award

Subrecipients with accounting systems in which separate costs are maintained for each award reduce the risk that costs are ineligible due to being comingled and billed to multiple awards more than once.

Q15. Recording of Expenditures by Budget Cost Categories

Subrecipients with accounting systems that can track costs by award AND by the different types of costs allowed in the award (i.e. labor, sub-consultant/contractor, and materials) reduce the risk that costs are not allocable (see below).

Q16. Reasonableness, allowability, allocability

Allowability - Expenses charged to a grant must meet the following allowability criteria:

- a) The costs must be reasonable.
- b) The costs must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances.
- c) The costs must conform to any limitations or exclusions set forth in the grant agreement or in the Federal Cost Principles.

Allocability:

Once allowability criteria have been met, the cost must be evaluated against the criterion of allocability. That is, the cost has been incurred solely to support or advance the work of a specific grant award. It also means the process of assigning a cost, or a group of costs, to one or more cost objectives, is in reasonable and realistic proportion to the benefit provided or other equitable relationship. A cost objective may be a major function of the agency, a particular service or project, a sponsored agreement, or indirect Cost activity. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives.

Reasonableness:

The cost must be able to withstand public scrutiny. (i.e., objective individuals not affiliated with the institution would agree that a cost is appropriate on a grant award or as a component in its indirect cost proposal)

Q17. Number of FTEs

This is associated with the number (#) of individual grants and amount of funding the entity receives. If the entity only has a small # of grants, then a small # of FTE would generally suffice. However, if the entity has a large # of grants, but only a small # of accounting FTE, then there is a higher risk that the funds may not be accounted for correctly.

Impact Assessment

Q18. Conflicts of Interest

A subrecipient with no or few conflicts of interest, demonstrates a greater understanding of federal requirements than a subrecipient with many conflicts. See 2 CFR §200.112. Under the Uniform Guidance, States (and subrecipients) have to disclose in writing any potential conflicts of interest.

Q19. Violations of Federal Criminal Law

A subrecipient with many violations of criminal law affecting the federal award, demonstrates a disregard for rules and requirements and is at an increased risk of non-compliance than a subrecipient with no or few violations. See 2 CFR §200.113.

Program Management Assessment

Questions #20 - #22 on the Self-Assessment are applicable to construction projects and would not be suitable for use, for example, with planning projects. Cases in which the question does not apply, mark N/A.

Q20. Critical Project Personnel

If the local entity has a process for ensuring that critical project personnel are qualified to manage federal-aid (or other federally funded) projects, or provide certification statements to this effect, they are at less risk of non-compliance.

Q21. Written Procurement Policies

The procedures and laws a local entity must follow in obtaining professional consultant services are lengthy and complex. A local entity who has written procedures approved by the entity's governing board for staff or who certify that all laws will be followed is at less risk of non-compliance.

Q22. Program Management Questions a - e

These questions are intended to ensure an understanding of rules and regulations regarding federal-aid (or other federally funded) projects. A local entity must be able to demonstrate knowledge in these areas in order to be at low risk for non-compliance.

General

Update Risk Assessment

The Subrecipient Risk Assessment is to assess the risk related to the subrecipient. It is required to be updated based upon the frequency identified in the Subrecipient Monitoring and Risk Assessment Manual.

Title 2 —Federal Financial Assistance

Subtitle A —Office of Management and Budget Guidance for Federal Financial Assistance

Chapter II —Office of Management and Budget Guidance

Part 200 Uniform Administrative Requirements, Cost Principles, and Audit
Requirements for Federal Awards

Subpart A Acronyms and Definitions

Acronyms

§ 200.0 Acronyms.

§ 200.1 Definitions.

Subpart B General Provisions

§ 200.100 Purpose.

§ 200.101 Applicability.

§ 200.102 Exceptions.

§ 200.103 Authorities.

§ 200.104 Supersession.

§ 200.105 Effect on other issuances.

§ 200.106 Agency implementation.

§ 200.107 OMB responsibilities.

§ 200.108 Inquiries.

§ 200.109 Review date.

§ 200.110 Effective date.

§ 200.111 English language.

§ 200.112 Conflict of interest.

§ 200.113 Mandatory disclosures.

Subpart C Pre-Federal Award Requirements and Contents of Federal Awards

§ 200.200 Purpose.

§ 200.201 Use of grants, cooperative agreements, fixed amount awards, and contracts.

§ 200.202 Program planning and design.

§ 200.203 Requirement to provide public notice of Federal financial assistance programs.

§ 200.204 Notices of funding opportunities.

§ 200.205 Federal agency review of merit of proposals.

§ 200.206 Federal agency review of risk posed by applicants.

§ 200.207 Standard application requirements.

§ 200.208 Specific conditions.

§ 200.209 Certifications and representations.

§ 200.210 Pre-award costs.

- § 200.211 Information contained in a Federal award.
- § 200.212 Public access to Federal award information.
- § 200.213 Reporting a determination that an applicant is not qualified for a Federal award.
- § 200.214 Suspension and debarment.
- § 200.215 Never contract with the enemy.
- § 200.216 Prohibition on certain telecommunications and video surveillance equipment or services.
- § 200.217 Whistleblower protections.

Subpart D Post Federal Award Requirements

- § 200.300 Statutory and national policy requirements.
- § 200.301 Performance measurement.
- § 200.302 Financial management.
- § 200.303 Internal controls.
- § 200.304 Bonds.
- § 200.305 Federal payment.
- § 200.306 Cost sharing.
- § 200.307 Program income.
- § 200.308 Revision of budget and program plans.
- § 200.309 Modifications to Period of Performance.

Property Standards

- § 200.310 Insurance coverage.
- § 200.311 Real property.
- § 200.312 Federally owned and exempt property.
- § 200.313 Equipment.
- § 200.314 Supplies.
- § 200.315 Intangible property.
- § 200.316 Property trust relationship.

Procurement Standards

- § 200.317 Procurements by States and Indian Tribes.
- § 200.318 General procurement standards.
- § 200.319 Competition.
- § 200.320 Procurement methods.
- § 200.321 Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.
- § 200.322 Domestic preferences for procurements.
- § 200.323 Procurement of recovered materials.
- § 200.324 Contract cost and price.
- § 200.325 Federal agency or pass-through entity review.
- § 200.326 Bonding requirements.

§ 200.327 Contract provisions.

Performance and Financial Monitoring and Reporting

§ 200.328 Financial reporting.

§ 200.329 Monitoring and reporting program performance.

§ 200.330 Reporting on real property.

Subrecipient Monitoring and Management

§ 200.331 Subrecipient and contractor determinations.

§ 200.332 Requirements for pass-through entities.

§ 200.333 Fixed amount subawards.

Record Retention and Access

§ 200.334 Record retention requirements.

§ 200.335 Requests for transfer of records.

§ 200.336 Methods for collection, transmission, and storage of information.

§ 200.337 Access to records.

§ 200.338 Restrictions on public access to records.

Remedies for Noncompliance

§ 200.339 Remedies for noncompliance.

§ 200.340 Termination.

§ 200.341 Notification of termination requirement.

§ 200.342 Opportunities to object, hearings, and appeals.

§ 200.343 Effects of suspension and termination.

Closeout

§ 200.344 Closeout.

Post-Closeout Adjustments and Continuing Responsibilities

§ 200.345 Post-closeout adjustments and continuing responsibilities.

Collection of Amounts Due

§ 200.346 Collection of amounts due.

Subpart E Cost Principles

General Provisions

§ 200.400 Policy guide.

§ 200.401 Application.

Basic Considerations

§ 200.402 Composition of costs.

§ 200.403 Factors affecting allowability of costs.

§ 200.404 Reasonable costs.

§ 200.405 Allocable costs.

§ 200.406 Applicable credits.

§ 200.407 Prior written approval (prior approval).

§ 200.408 Limitation on allowance of costs.

§ 200.409 Special considerations.

§ 200.410 Collection of unallowable costs.

§ 200.411 Adjustment of previously negotiated indirect cost rates containing unallowable costs.

Direct and Indirect Costs

§ 200.412 Classification of costs.

§ 200.413 Direct costs.

§ 200.414 Indirect costs.

§ 200.415 Required certifications.

Special Considerations for States, Local Governments and Indian Tribes

§ 200.416 Cost allocation plans and indirect cost proposals.

§ 200.417 Interagency service.

§ 200.418 Costs incurred by states and local governments.

§ 200.419 Cost accounting standards.

General Provisions for Selected Items of Cost

§ 200.420 Considerations for selected items of cost.

§ 200.421 Advertising and public relations.

§ 200.422 Advisory councils.

§ 200.423 Alcoholic beverages.

§ 200.424 Alumni activities.

§ 200.425 Audit services.

§ 200.426 Bad debts.

§ 200.427 Bonding costs.

§ 200.428 Collections of improper payments.

§ 200.429 Commencement and convocation costs.

§ 200.430 Compensation—personal services.

§ 200.431 Compensation—fringe benefits.

§ 200.432 Conferences.

§ 200.433 Contingency provisions.

§ 200.434 Contributions and donations.

§ 200.435 Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements.

§ 200.436 Depreciation.

§ 200.437 Employee health and welfare costs.

§ 200.438 Entertainment and prizes.

§ 200.439 Equipment and other capital expenditures.

§ 200.440 Exchange rates.

§ 200.441 Fines, penalties, damages and other settlements.

- § 200.442 Fundraising and investment management costs.
- § 200.443 Gains and losses on the disposition of depreciable assets.
- § 200.444 General costs of government.
- § 200.445 Goods or services for personal use.
- § 200.446 Idle facilities and idle capacity.
- § 200.447 Insurance and indemnification.
- § 200.448 Intellectual property.
- § 200.449 Interest.
- § 200.450 Lobbying.
- § 200.451 Losses on other awards or contracts.
- § 200.452 Maintenance and repair costs.
- § 200.453 Materials and supplies costs, including costs of computing devices.
- § 200.454 Memberships, subscriptions, and professional activity costs.
- § 200.455 Organization costs.
- § 200.456 Participant support costs.
- § 200.457 Plant and security costs.
- § 200.458 Pre-award costs.
- § 200.459 Professional service costs.
- § 200.460 Proposal costs.
- § 200.461 Publication and printing costs.
- § 200.462 Rearrangement and reconversion costs.
- § 200.463 Recruiting costs.
- § 200.464 Relocation costs of employees.
- § 200.465 Rental costs of real property and equipment.
- § 200.466 Scholarships, student aid costs, and tuition remission.
- § 200.467 Selling and marketing costs.
- § 200.468 Specialized service facilities.
- § 200.469 Student activity costs.
- § 200.470 Taxes (including Value Added Tax).
- § 200.471 Telecommunication and video surveillance costs.
- § 200.472 Termination and standard closeout costs.
- § 200.473 Training and education costs.
- § 200.474 Transportation costs.
- § 200.475 Travel costs.
- § 200.476 Trustees.

Subpart F Audit Requirements

General

§ 200.500 Purpose.

Audits

§ 200.501 Audit requirements.

§ 200.502 Basis for determining Federal awards expended.

§ 200.503 Relation to other audit requirements.

§ 200.504 Frequency of audits.

§ 200.505 Remedies for audit noncompliance.

§ 200.506 Audit costs.

§ 200.507 Program-specific audits.

Auditees

§ 200.508 Auditee responsibilities.

§ 200.509 Auditor selection.

§ 200.510 Financial statements.

§ 200.511 Audit findings follow-up.

§ 200.512 Report submission.

Federal Agencies

§ 200.513 Responsibilities.

Auditors

§ 200.514 Standards and scope of audit.

§ 200.515 Audit reporting.

§ 200.516 Audit findings.

§ 200.517 Audit documentation.

§ 200.518 Major program determination.

§ 200.519 Criteria for Federal program risk.

§ 200.520 Criteria for a low-risk auditee.

Management Decisions

§ 200.521 Management decisions.

Appendix I to Part 200

Full Text of Notice of Funding Opportunity

Appendix II to Part 200

Contract Provisions for Non-Federal Entity Contracts Under
Federal Awards

Appendix III to Part 200

Indirect (F&A) Costs Identification and Assignment, and Rate
Determination for Institutions of Higher Education (IHEs)

Appendix IV to Part 200

Indirect (F&A) Costs Identification and Assignment, and Rate

Determination for Nonprofit Organizations

Appendix V to Part 200

State/Local Governmentwide Central Service Cost Allocation
Plans

Appendix VI to Part 200

Public Assistance Cost Allocation Plans

Appendix VII to Part 200

States and Local Government and Indian Tribe Indirect Cost
Proposals

Appendix VIII to Part 200

Nonprofit Organizations Exempted From Subpart E of Part 200

Appendix IX to Part 200

Hospital Cost Principles

Appendix X to Part 200

Data Collection Form

Appendix XI to Part 200

Compliance Supplement

Appendix XII to Part 200

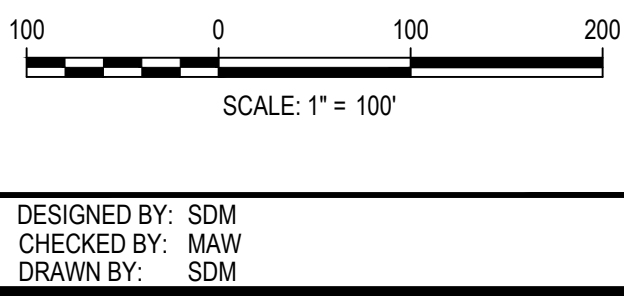
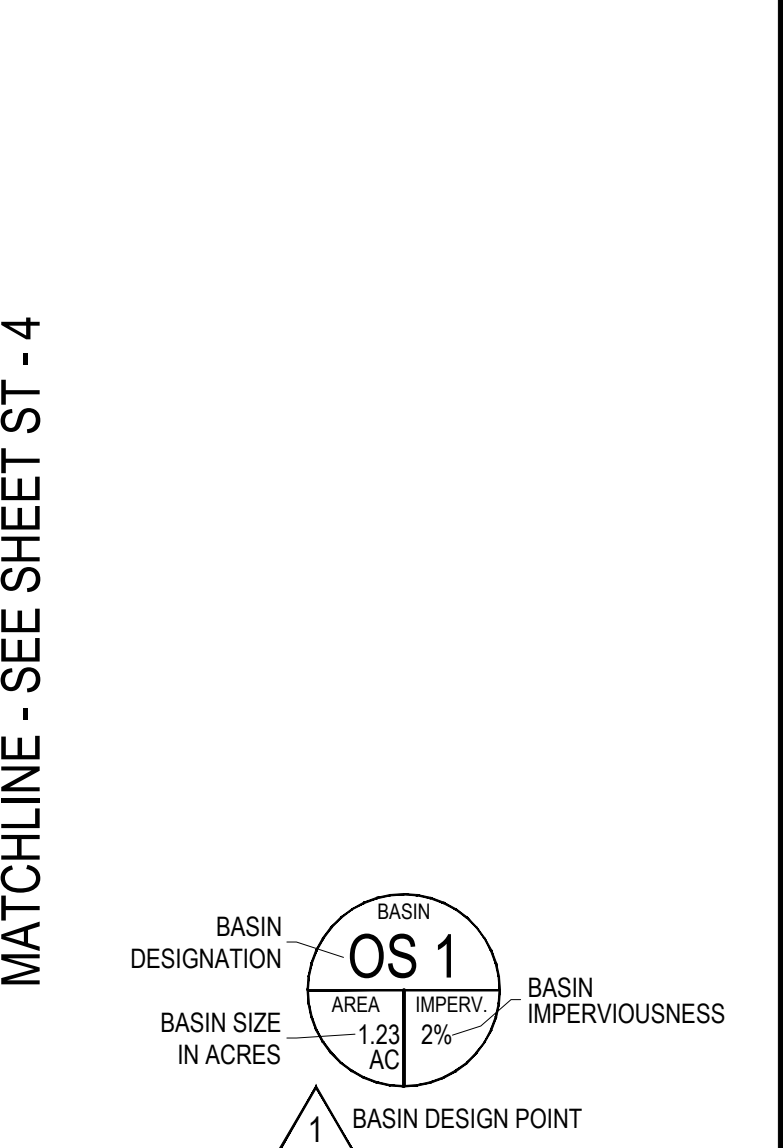
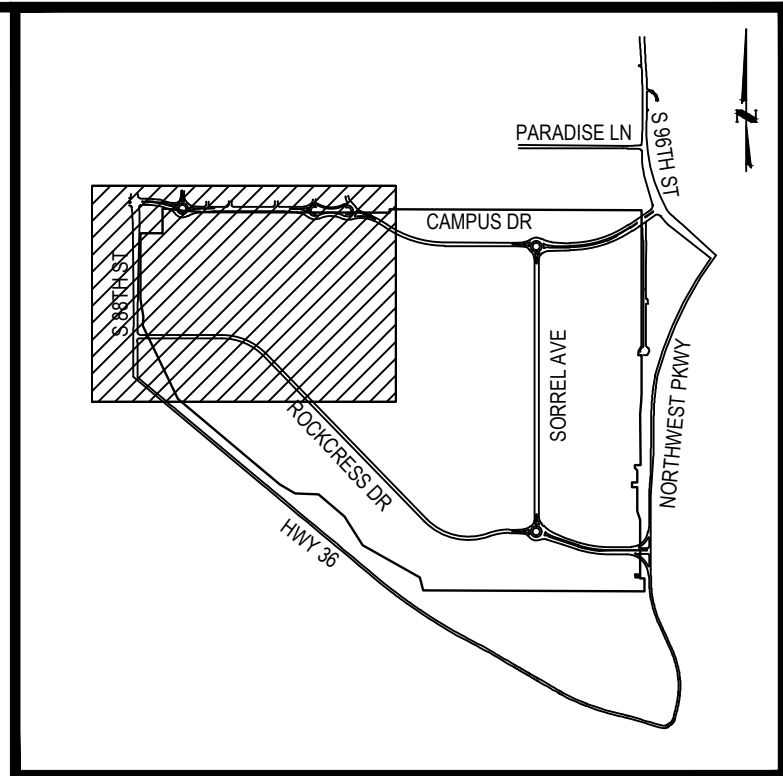
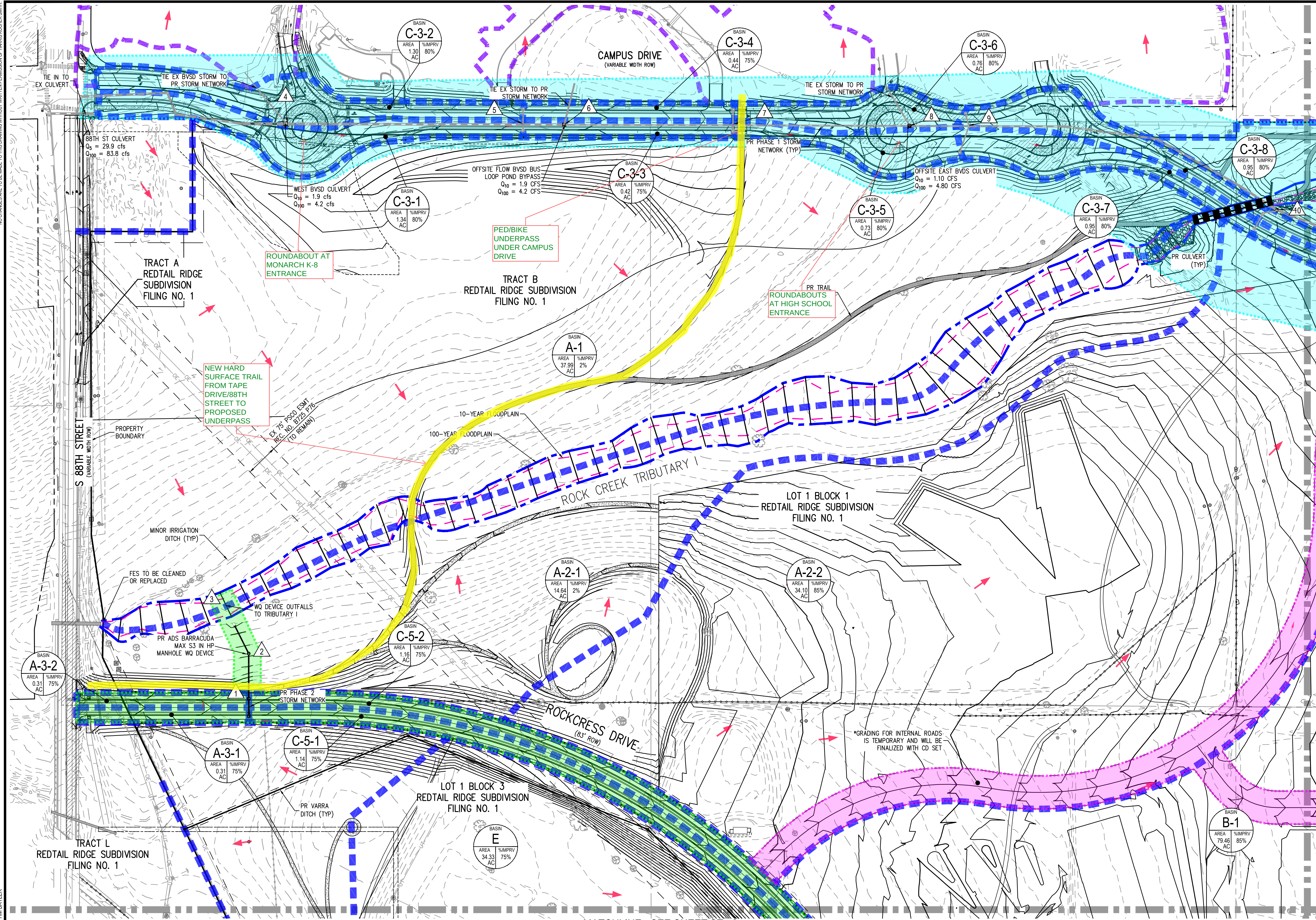
Award Term and Condition for Recipient Integrity and
Performance Matters

Exhibit M
Federal Treasury Provisions

Reserved

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

FILE PATH: P:\2019\190108\ENGINEERING\DRAINAGE\2024 MASTER DRAINAGE PLAN - F21DWG LAYOUT\DRAINAGE PLAN NW
FILE NAME: 190108-Phase 2.dwg
PLOT DATE: 02/07/24 2:58:46P BY: TIM SAYER



ISSUE DATE: 11-18-2022	
DATE	REVISION COMMENTS
03-06-2024	RESUBMITTAL POST PRELIMINARY PLAT



STERLING BAY

REDTAIL RIDGE PHASE 2
DRAINAGE PLAN NW

PRELIMINARY
NOT FOR
CONSTRUCTION

PROJECT #: 190108
SHEET NUMBER
ST - 1
10 OF 47

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

FILEPATH: P:\019\816\ENGINEERING\UTILITIES\CD - OVERALL MASTER UTILITY & SURFACE IMPROVEMENTS.DWG LAYOUT: LAYOUT1
5 SHEET: 0001024 410.00P BY: KHALED ALSAMAT
PLOTTED: THU 03/01/24 4:10:00P BY: KHALED ALSAMAT

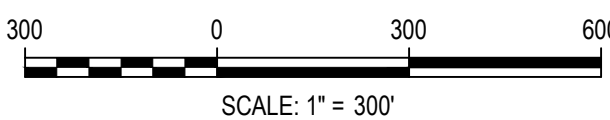
NOTES:

1. ALL PROPOSED PUBLIC INFRASTRUCTURE FOR CAMPUS DRIVE, INCLUDING STORM SEWER, SANITARY SEWER, AND WATER MAIN, SHALL BE CONSTRUCTED WITH FILING NO. 1.
2. GRADING FOR FILING NO. 2 IS CONCEPTUAL ONLY. ALL GRADING FOR FILING NO. 2 WILL BE DETAILED AND FINALIZED WITH THE CONSTRUCTION DOCUMENTS FOR FILING NO. 2.



Know what's below.
Call before you dig.

CALL 3 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



DESIGNED BY: TJS
CHECKED BY: TJS
DRAWN BY: JMN

HKS **HARRIS KOCHER SMITH**
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

STERLING BAY

REDTAIL RIDGE - FILING NO. 1
MASTER OVERALL SHEET

ISSUE DATE: 11-15-2019		PROJECT #:
DATE		REVISION COMMENTS
04-17-2020	SECOND SUBMITTAL PER CITY COMMENTS	
04-05-2021	FIRST SUBMITTAL NEW PROGRAM	
10-15-2021	SECOND SUBMITTAL NEW PROGRAM PER CITY COMMENTS	
06-30-2022	THIRD SUBMITTAL NEW PROGRAM PER CITY COMMENTS	
03-06-2024	RESUBMITTAL POST PRELIMINARY PLAT	

PRELIMINARY
NOT FOR
CONSTRUCTION

SHEET NO.

CD - 2

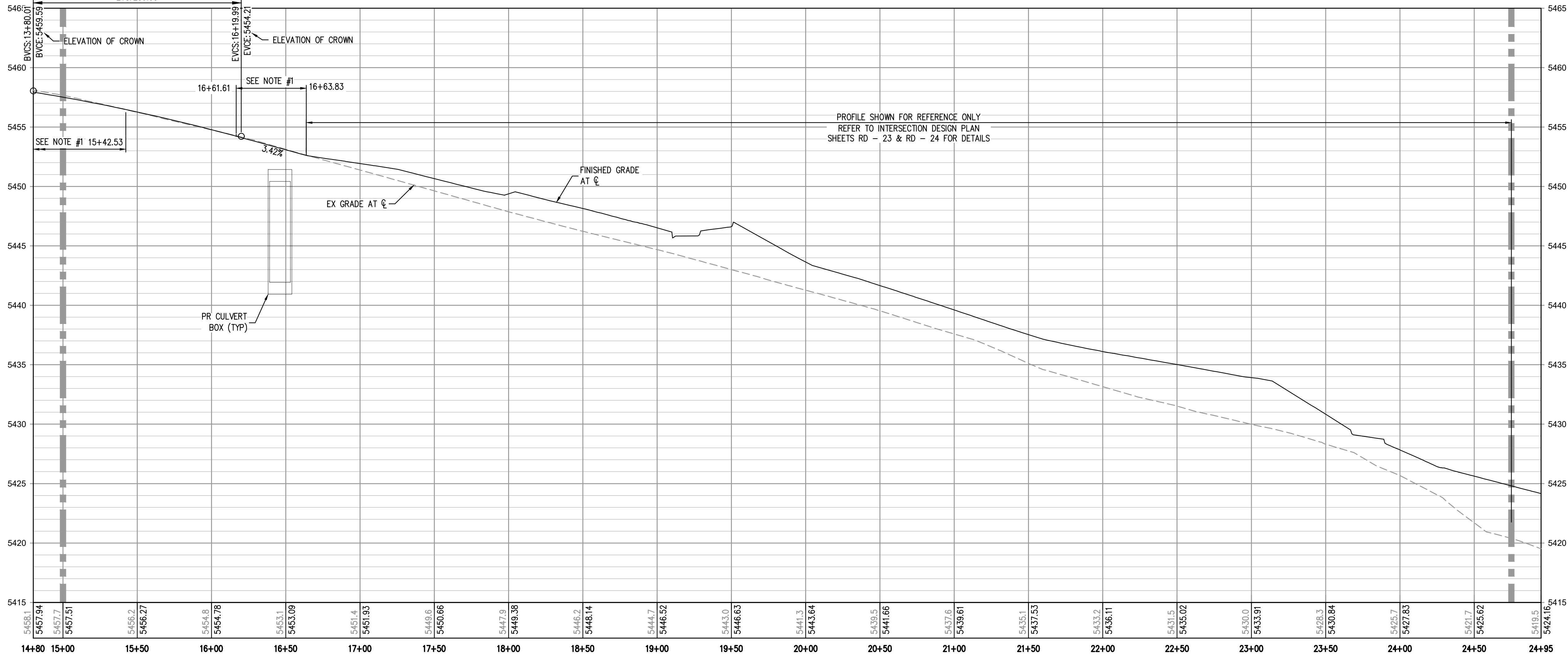
3 OF 19

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

FILED: 11/15/2019 10:08 AM ENGINEERING ROADWAY FILING (CAMPUS DRIVE PLAN AND PROFILE DWG LAYOUT CAMPUS P&P (2)
12 SHEETS: 1-12 (CAMPUS DRIVE PLAN AND PROFILE DWG LAYOUT CAMPUS P&P (2) 1-12 (CAMPUS DRIVE PLAN AND PROFILE DWG LAYOUT CAMPUS P&P (2)
PLOTTED: THU 05/22/2025 10:39:22A By: ANGEL JAMIE

MATCHLINE STA. 15+00 - SEE SHEET RD - 4

MATCHLINE STA. 24+75 - SEE SHEET RD - 6



CAMPUS DRIVE CL PROFILE

HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 5'

MATCHLINE STA. 15+00 - SEE SHEET RD - 4

MATCHLINE STA. 24+75 - SEE SHEET RD - 6

NOTES:

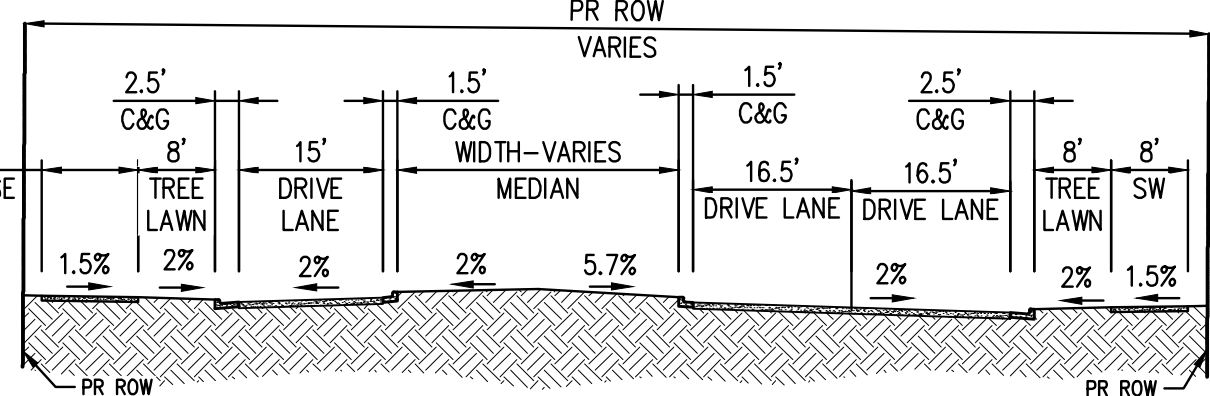
1. STATION PROFILE 15+00.00 TO 15+42.53 & 16+61.61 TO 16+63.83 SHALL BE CONSTRUCTED ACCORDING TO THE TYPICAL SECTION. SEE SHEET RD - 17 FOR DETAILS. CENTERLINE OF ROW IS OFFSET FROM CROWN OF ROADWAY THROUGHOUT THESE SECTIONS.
2. TAPER LENGTHS ARE CALCULATED FROM THE EQUATION $L = (W \cdot S^2) / 60$, WHERE W=LANE WIDTH IN FT, AND S=SPEED, IS ASSUMED TO BE 35 MPH ON MAIN STREETS.
3. PAVEMENT MARKINGS AND TRAFFIC CONTROL SIGN DETAILS ARE LOCATED ON SHEETS RD - 30 TO RD - 39.
4. MINIMUM COVER TO WATER MAIN, SANITARY SEWER, AND STORM PIPE IS 4.5' BELOW ASPHALT SURFACE.
5. ALL MEDIAN NOSES SHALL HAVE A MINIMUM FLOWLINE RADIUS OF 1'.
6. STREET LIGHT LOCATIONS ARE CONCEPTUAL AND NOT APPROVED AS SHOWN. PUBLIC WORKS TO REVIEW DESIGN BY XCEL ENERGY AND PROVIDE COMMENTS/APPROVAL.

LEGEND

EXISTING	PROPOSED
PROPERTY BOUNDARY	---
CONTOURS	---
RIGHT-OF-WAY	---
EASEMENT	---
TEMPORARY CONSTRUCTION	---
EASEMENT	---
DRAINAGE EASEMENT	---

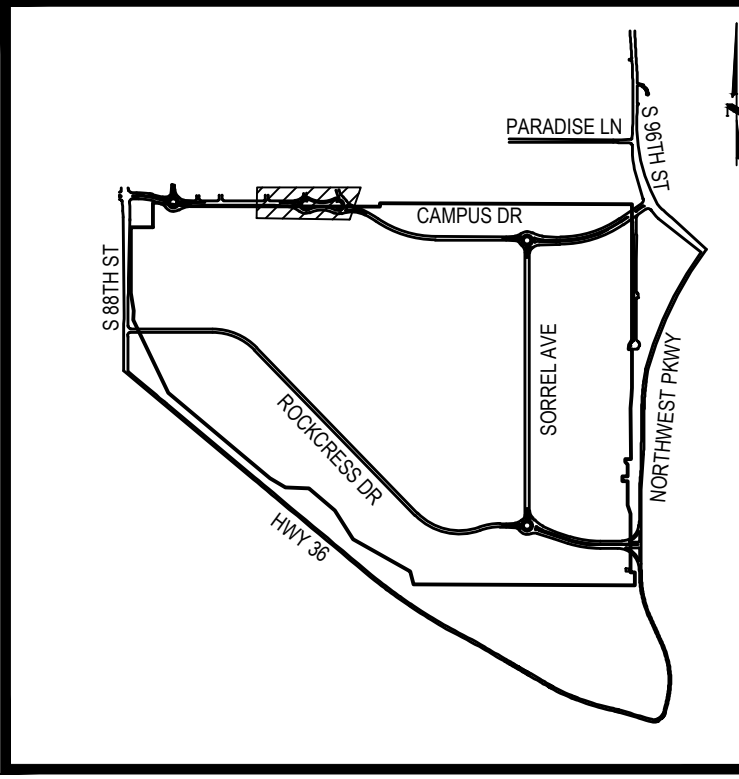
SECTION A-A

SCALE: NTS



KEY MAP

1"=2000'



811 Know what's below.
Call before you dig.

CALL 3 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

DESIGNED BY: ORM
CHECKED BY: MSM
DRAWN BY: ORM

HKS HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

STERLING BAY

REDTAIL RIDGE FILING NO. 1
CAMPUS DRIVE PLAN & PROFILE WEST 2
STA. 15+00 TO 24+75

ISSUE DATE: 11-15-2019	PROJECT #: 190108
DATE	REVISION COMMENTS
03-06-2024	RESUBMITTAL POST PRELIMINARY PLAT
07-24-2024	CONSTRUCTION BID SET
09-19-2024	RFP SET
01-28-2025	IFC SET
05-22-2025	PER CITY COMMENTS

PRELIMINARY
NOT FOR
CONSTRUCTION

SHEET NO.

RD - 5

270 OF 502