



JOINT MEETING

CITY OF LOUISVILLE CITY COUNCIL & TOWN OF SUPERIOR TOWN COUNCIL

**MONDAY, MAY 4, 2026
6:00 PM**

Council Chambers – Louisville City Hall
749 Main Street
Louisville, CO 80027

Members of the public are welcome to attend and give comments remotely. However, the in-person meeting may continue even if technology issues prevent remote participation.

- You can call in to +1 719 359 4580 or 877 853 5247 (toll free) Webinar ID #876 9127 0986.
- You can log in via your computer. Please visit the [City's website](#) to link to the meeting.

City Council considers written and oral comments equally. [Email comments to the Council](#) received after the packet is posted online and before 3pm the day of the meeting will be included in the Council addendum and provided to each Council member prior to the meeting. If you prefer to address Council in person, you may attend the meeting either in person or virtually.

Members of the Louisville City Council and the Superior Town Council will meet to discuss matters of mutual interest. No official action will be taken.

1. Call to Order
2. Pledge of Allegiance
3. Introductions

4. Items for Discussion

- A. Coordination of Joint Recognition Events and Projects
- B. Improving Safety of Bicycle Commuters and Pedestrians to Monarch K-8 School and Monarch High School
- C. Comprehensive Plan and Development / Project Updates
- D. Rocky Mountain Metropolitan Airport
- E. Sales Tax Revenue Sharing Intergovernmental Agreement
- F. Other Discussion Items

5. Adjourn

Resident Information

If you wish to speak at the City Council meeting in person, please fill out a sign-up card and present it to the City Clerk at the meeting. If you are attending remotely, please use the "raise hand" icon to show you wish to speak in appropriate public comments section.

Persons planning to attend the meeting who need sign language interpretation, translation services, assisted listening systems, Braille, taped material, or other accommodation should [email the City Clerk's Office](#) or call at 303.335.4574

A forty-eight-hour notice is requested.

Si requiere una copia en español de esta publicación o necesita un intérprete durante la reunión del Consejo, por favor llame a la Ciudad al 303.335.4574 o [email](#)

Subject: Coordination of Joint Recognition Events and Projects
Date: May 4, 2026
Prepared By: Staff
Presented By: Louisville City Council
Superior Town Council

Summary:

For Superior Town Council and Louisville City Council to discuss opportunities to jointly coordinate recognition of events and projects. Specific examples include the Marshall Fire Remembrance Project, the Marshall Fire 5-Year Remembrance Event, and Pride Month.

Background / Prior Discussions:

The Superior Town Council and Louisville City Council last met in 2023. This, and all topics on this agenda, represent an opportunity for Council members to discuss topics of mutual interest.

Development Proposal:

N/A

Analysis:

Potential planned and potential programming which offer the opportunity for regional collaboration include but limited to:

1. Community Art Piece Announcement & Visioning Event

Louisville will engage residents through a public survey to inform a future art installation honoring Marshall Fire impacts. A public announcement event could include:

- Reveal of selected concept and intended location
- Remarks from the artist and/or selection panel
- Reflection activities such as a walking labyrinth, temporary peace-garden features, or a woven community tapestry

2. Oral History Project Release & Reception

The Louisville Historical Museum has collected extensive survivor oral histories. A public release event could include:

- Listening stations
- Optional live readings or short reflections
- Supportive spaces staffed by City and partner organizations

3. Memory Box / Memento Box Workshops

In partnership with Marshall Together, Louisville could offer hands-on workshops supporting families in creating personal memory or memento boxes. This trauma-informed activity may occur as multiple sessions leading up to December.

4. Louisville–Superior Joint Programming Opportunities

If leadership wishes to pursue collaborative programming, possible shared efforts include:

- Illuminated Reflection Walk – A coordinated remembrance moment with LED-lit walking paths in both communities
- Shared Temporary Art Installation – A cross-community installation symbolizing unity, potentially sited near the Louisville–Superior boundary
- Youth Collaboration Project – A joint student exhibit (photography, writing, or mixed media) on resilience and regrowth

Separate Event – Pride Mural & Market

During the Taste of Louisville celebration, Cultural Services will also host a Pride Market and community paint-by-numbers mural designed by a regional LGBTQ+ artist.

Council Work Plan:

Coordination with a neighboring municipality aligns with many aspects of the Council Work Plan and is one of the ways in which Council address fiscal sustainability.

Fiscal Impact:

Louisville City Council has allocated \$35,000 for the Marshall Fire Remembrance Project. All other associated costs are supported through the Cultural Services operational budget. Joint projects may involve shared or coordinated expenses if agreed upon by both municipalities.

Alternatives:

Councils may:

- Provide direction on preferred program options
- Indicate interest in joint versus separate community programming
- Request additional information before providing direction
- Decline to pursue joint programming at this time

Recommendation:

Staff recommends that the Councils provide direction on the scope and level of collaboration desired for 2026 remembrance-related programming so planning and community engagement may advance.

Attachments:

1. May 4th Memo on Marshall Fire Remembrance Resilience Celebration and MFR Project
2. 251208_Superior Marshall Fire Remembrance Council Presentation_redux



Executive Summary

To: Superior Mayor & Council
Louisville Mayor & Council

From: Matt Magley, Town Manager
Leslie Clark, Parks, Recreation & Open Space Director

Date: May 4, 2026

Re: Joint Meeting Superior Council - Louisville Council

Marshall Fire Remembrance Five Year Resilience Celebration

The Town of Superior is planning a Resilience Celebration to mark the 5-year Anniversary of the Marshall Fire. The proposed date is Friday December 18 or Saturday December 19. Two formats are currently being explored; An Evening Soirée on the Friday evening or a breakfast on December 19 as we have done in the past. Typical capacity for either location is 200-300 with a budget of roughly \$10,000 within the PROS Event Budget.

1. Evening Soirée, Friday December 18, Civic Space:
This event offers something new, a bit ‘more’ than previous events, and opportunities for attendees to mingle in a fun atmosphere, and for potential fundraising for the MFRP.
 - Complementary live music and appetizers, bar service as fundraiser
 - Outdoor lighting ceremony and photo
 - Marshall Fire Remembrance project design unavailing
 - Resilience Stations: 1st responders, Museum rebuild time laps video, Wildfire mitigation education, Certificate of Occupancy photo reel
 - (December 4 alternate Friday date option)
2. Brunch OR Breakfast, Saturday December 19, Civic Space or SCC:
 - Complimentary breakfast buffet and music
 - Marshall Fire Remembrance project design unavailing
 - Resilience Stations: 1st responders, Museum rebuild time laps video, Wildfire mitigation education, Certificate of Occupancy photo reel

Superior Date limitations:

- Dec 5 – Sister City Bazaar
- Dec 12 – Winter Fest
- (SVVSD school is out Dec 18)

Marshall Fire Remembrance Project

In 2023, the Superior Cultural Arts and Public Spaces advisory committee, (CAPS) worked with staff to hire a consulting firm, 23.4 Degrees LLC, to engage Superior residents about the possibility of a Marshall Fire Memorial. Their multiple data gathering engagements resulted in a final report that included summarized recommendations for CAPS to further evaluate. In January 2024, the Marshall Fire Memorial Subcommittee was formed, comprised of representation from nearly all of Superior's advisory groups, to engage residents a second time and to more deeply assess the collective data. In the fall of 2024, the subcommittee and project were renamed to Marshall Fire Remembrance (MFR) and the group conceived of a potential location and concept plan for how a Remembrance might take shape.

The MFR subcommittee worked with staff on the scope for an RFQ for design of a remembrance project that included a Place to Gather, Pet Remembrance, and Dispersed Remembrance Components. Design firm finalists were interviewed and Davis Partnerships with LandDesign were selected and engaged to create a design concept.

The Town reached out to Boulder County to initiate any needed approvals for locating the Place to Gather in a Town-owned open space parcel that includes County Conservation Easement requirements. The County is still reviewing the proposal. Town staff met with Louisville Cultural Services staff to bring them up to date on the project and inquire about interest in involvement of Louisville. Design concept graphics were shared with Boulder County and Louisville with all understanding that the Marshall Fire impacted all of our residents and the Marshall Fire Remembrance Project would be important to all.

The Town is currently working on a fundraising RFQ to begin building a funding base for the project. The MFR committee has a desire for the project to be largely funded through non-tax dollars with a funding goal of \$4 - \$5 million.

Attachments:

Marshall Fire Remembrance Project Design

Superior Marshall Fire Remembrance

December 8, 2025





Design Inspiration



Photo courtesy of: Carly Philpott, Union Street Journal



Photo courtesy of: Helen H. Richardson, The Denver Post



Design Inspiration



Photo courtesy of: Jack Dempsey, AP Photos

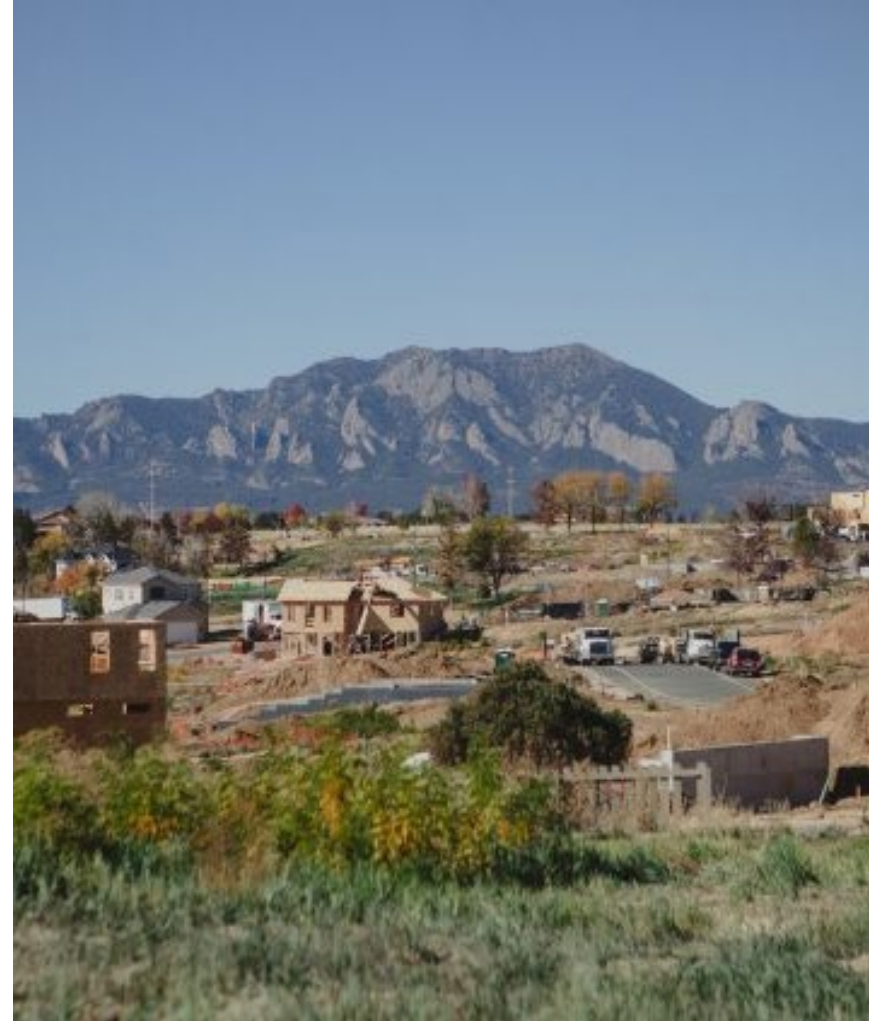
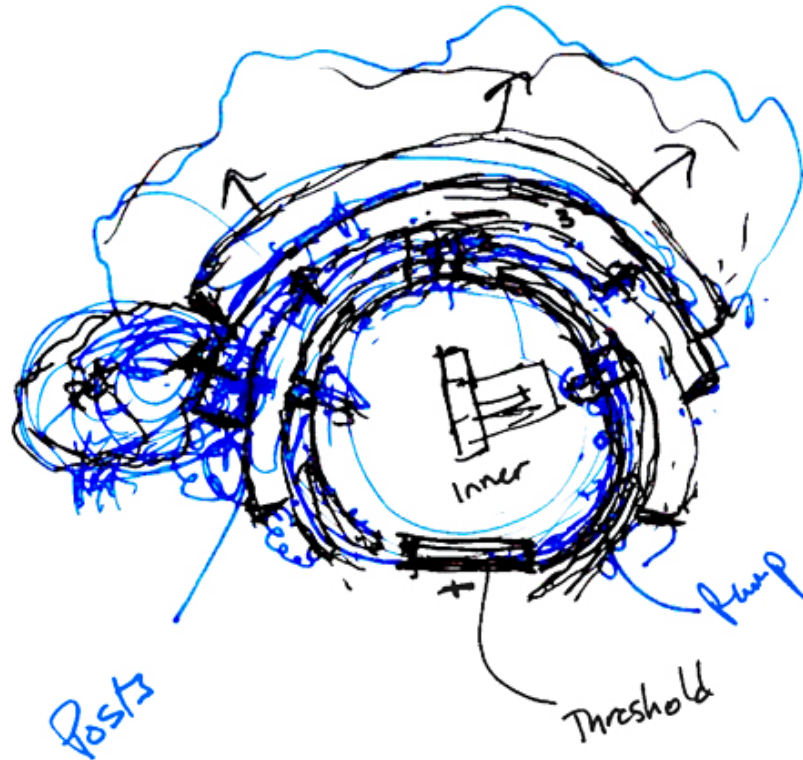


Photo courtesy of: Big Heart Film



Design Inspiration



- **Grounded in Fact & Narrative**
We drew inspiration from the raw numbers of the event - the number of days, the structures impacted, the astrological alignment.
- **The Story Arc**
The design is structured around the formal narrative of the fire: Event → Response → Aftermath → Recovery.
- **Artistic Style**
Influenced by the colorful, quilt-like, and minimalist style of the New Mexico landscape.



Open Space Location

Concept 1

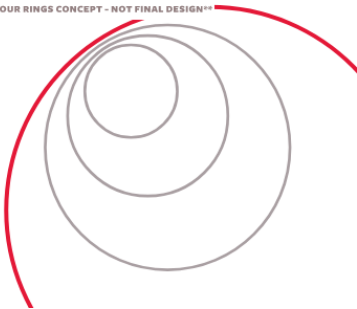
An outdoor place for individual reflection, but also with the ability for people to gather and remember the Marshall Fire.

The memorial design from Davis Partnership and LandDesign is organized as a sequence of four concentric rings, each one representing a stage in the physical and emotional arc of the Marshall Fire, which raged across Boulder County from December 30, 2021, to January 3, 2022. These rings are not just spatial divisions, they are a temporal and symbolic journey, guiding visitors through the evolving experience of trauma, loss, reflection, and renewal. The progression mirrors the four days of the fire: from the moment of ignition, when chaos overwhelmed the community; through the displacement and grief of the days that followed; the endurance of community responders, to the moment the snow fell, a symbol of mercy and stillness that marked the fire's end and the beginning of healing. As visitors move outward from the center, the landscape softens, opens, and gradually gives way to gestures of resilience and regeneration.

Each ring holds its own meaning, material language, and emotional tone, forming a layered narrative rooted in the land shaped by memory. Together, the rings tell the story not only of what was lost, but also of what remains, and what continues to be built.

**The rings allow for the movement and inclusion of all abilities to experience grade transitions within the spaces. This memorial will be open to all, no exclusions, and focuses on universal design.

FOUR RINGS CONCEPT - NOT FINAL DESIGN**



First Inner Ring: Destruction (The Fire Itself)

At the heart of the memorial lies the inner ring, a visceral landscape embodying the moment the fire took hold. This ring serves as the initial gathering area, grounding visitors in the raw emotion of destruction. Anchoring the plaza is a granite stone monolith, modeled after a masonry chimney, the hearth of a household, and often, the only remnant left in the wake of the fire's destruction. A symbolic ruin, the "chimney" captures the sun on December 30th, at 11:09 am, the time of the first 911 call, where a shadow is cast, defining a void in the landscape, a scorched zone, where nothing grows, a symbolic scar rendered in blackened rock and charred wood, evoking the lifelessness left behind. At this moment, however, light is strained through the "chimney's firebox" enveloping a horizontal resin plane glowing within the void. Similarly, two rectangular holes, once a means of holding a family "mantel" are now void, allowing the sun to pierce the mass with light, perfectly outlining two raised monuments, representing the passing of Robert Sharpe and Nadine Turnbull.

This is a space to confront loss, hold silence, and stand at the edge of fire, a crucible where the journey from destruction to redemption begins.

Materials:

- Charred Wood
- Basalt/decomposed granite
- Honed Granite Block "Chimney" with exposed cleft face
- Granite stone benches
- Low Voltage Solar Powered Lighting
- Composite gravel
- Concrete pavers
- Minimal plantings - red toned
- Drip irrigation

Second Ring: Displacement & Absence

Moving outward from the fire's core, the second ring marks a shift, from destruction to displacement, from chaos to disorientation. This ring represents the moments as residents fled, often with no warning, no clear path, and no way to know what had been lost behind them. Visitors weave through a series of 398-angled steel posts, evoking the sensation of fleeing through wind-blown trees and fractured landscapes. Sculptural and experiential paths within this ring are arranged to disrupt

orientation, but are uplifted softly, creating shadows and visual tension, especially as the day turns to night.

At one end of the arc, is a framed portal featuring a cut steel image of Willie the horse, a symbol of survival amid devastation, quietly leading the way toward the Pet Memorial (Add Alternate Concept B). The path is flanked by bare gravel and low, dormant plantings, evoking a landscape paused in grief. House numbers and family names may be etched into pavers or low walls, while stone benches shaped from negative space create places to sit, remember, and reflect on what was suddenly absent. In this ring, we also begin to hear the story of the wind cutting between the angled posts allowing a haunting sound to resonate, capturing the eerie presence of the gusts that carried the fire forward. These escape routes, narrow, uncertain, necessary, and remind us of the impossible decisions made in the face of disaster.

Materials:

- Perforated Steel Plate
- Painted Steel Posts
- Granite stone benches
- Up lights
- Composite gravel
- Concrete pavers
- Granite mulch
- Minimal plantings - structural forms, non-blooming
- Drip irrigation

Third Ring: Snowfall & Recognition (The Turning Point)

The third ring represents the moment the fire stopped, not by human force, but by nature's grace. Here, the landscape becomes still, pale, and open: a space of reflection and healing, inspired by the snowfall that blanketed the ashes on December 31, 2021. This ring introduces a striking contrast to the chaos and disorientation of the previous rings. Roughly honed white granite benches, lying in beds white stone refines, will form fractured surfaces with subtle voids and crevices that capture drifting snow, allowing the site to visibly transform in winter. The ground becomes a canvas of redemption, where the cold does not bite, but blesses. Between the stones, carefully chosen white and silver-toned plantings, such as snowdrop anemone, white prairie clover, and silver Artemisia, soften the edges and catch the light. This ring is a place to pause, to begin to breathe again. It invites quiet contemplation. Subtle stainless steel QR codes are embedded in the stone benches, allowing visitors to explore individual stories, not just of loss, but of first steps toward rebuilding (Dispersed Components, Add Alternate C). The space circle is a threshold between mourning and renewal, using light,

snow, and tenderness to honor the sacred moment when the land and the people began to heal.

Materials:

- White limestone aggregate
- White granite stone benches
- Up lights/Down lights, pavement lights
- Pale washed metals
- Plantings - whites, silver and blues, blanket snowfall
- Drip irrigation

Outer Ring: Redemption (Forward Motion)

The outer ring marks the beginning of return, an open, expansive landscape where the tone shifts fully toward regeneration, renewal, and reconnection. Unlike the inner rings, which are inwardly focused and emotionally contained, this ring is open to the land, engaging the hillside's natural grade to look outward, toward the town, toward the mountains, toward life continuing. This space represents the rebirth of the land and the community, where soil is healed, native systems re-established and hope re-rooted. The landscape is not passive ground, it is a living witness. It holds the memory of what was lost and the potential for what may yet return. In the outermost ring of the Marshall Fire Memorial, the land begins to breathe again. Here, the emotional weight of chaos and grief gives way to a quiet resilience, a landscape that welcomes, restores, and reaches outward.

This ring is not only the physical edge of the memorial but the threshold to renewal. QR-coded markers that link to stories of rebuilding, survival, and new beginnings, encouraging visitors to move beyond the memorial and rediscover the larger community. Designed to foster agency, grounding, and forward momentum this last ring is a place not just to reflect on what was lost, but to imagine what can grow in its place.

Materials:

- Crushed Granite
- Flagstone
- Concrete
- Granite stone benches
- Metal inlays
- Pavement lights
- Rock Mulch
- Plantings - grasses, native fire-wise
- Drip irrigation
- Signage

- Remembrance Goals
- Main Concept
 - A Place to Gather
- Add/Alternates
 - Pet Remembrance
 - Dispersed Components
- Concept – Rings
- Inner Ring - Destruction
- Second Ring – Displacement & Absence (non-concentric)
- Third Ring – Snowfall (the Turning Point)
- Outer Ring - Redemption



+ Suggested materials for the concept

1

First Inner Ring: Destruction

- Memorial plaza with various edge seating
- Chimney firebox memorial with raised elements for Robert Sharpe and Nadine Turnball
- Red paving, mulch and benches
- Minimal planting with reds and yellows

2

Second Ring: Displacement & Absence

- Tumbles dark paving, mulch and benches
- Single exit point with no clear path
- Limited plantings, varied walkway, fractured landscapes
- Steel posts reminder of trees and leading to confusion
- Wind element / sound
- Entrance to pet memorial

3

Third Ring: Snowfall & Recognition

- The snowfall
- White and silver native plant materials
- Snowbank/reminder of the turning point
- White pavement, benches and gravel mulch

4

Outer Ring: Redemption

- Order of succession
- Back to natural regenerative earth
- Butterfly & bee pollinators
- Firewise shortgrass seed
- Firebreak education
- Introduction of QR Code oral testimony



Paving



Benches



Mulch

First Inner Ring: Destruction

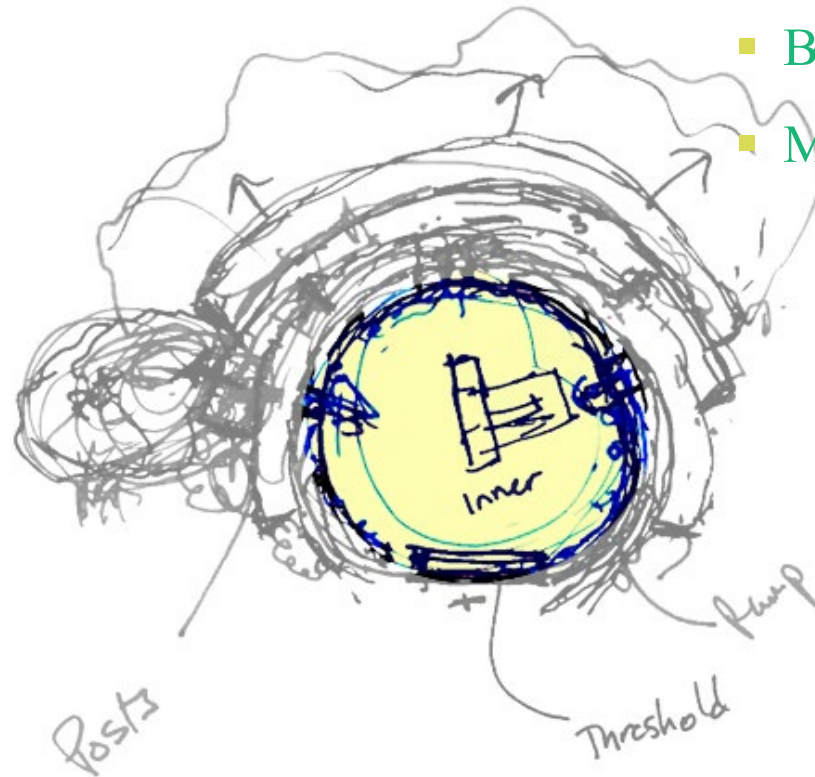
- Paving
- Benches
- Mulch
- Boulders
- Memorial Elements
 - Chimney
 - Scorched earth
 - Plinth



Boulder



Plinth or wood





Paving



Benches



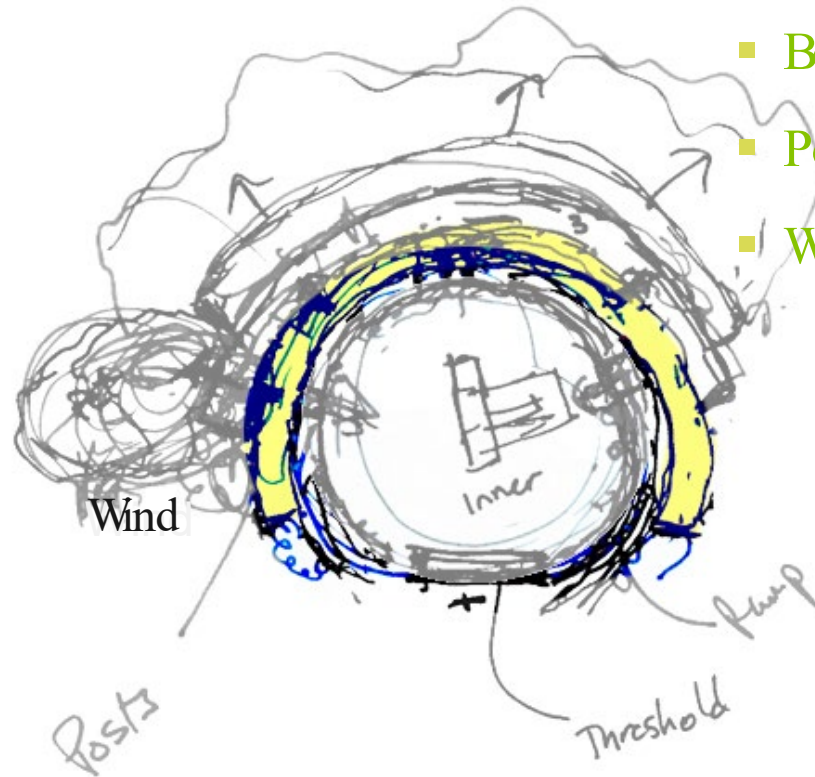
Mulch



Boulder

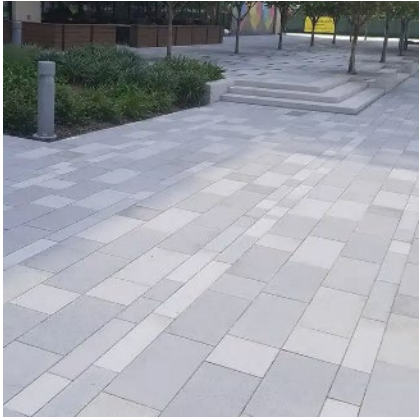


Posts



Second Ring: Displacement & Absence

- Paving
- Benches
- Mulch
- Boulders
- Posts
- Wind



Paving



Benches



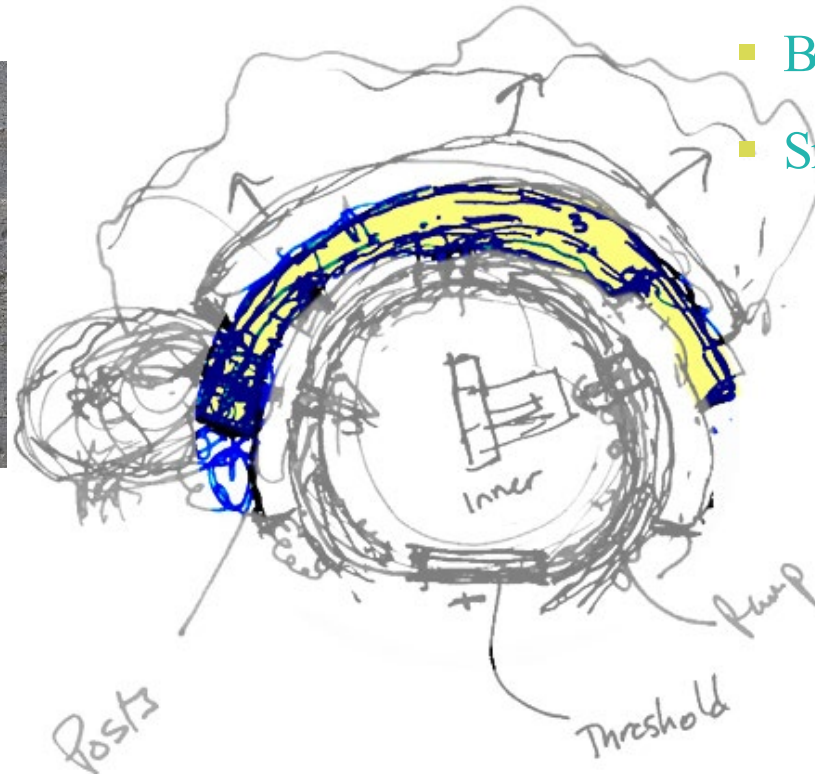
Mulch



Boulder



Snow break



Third Ring: Snowfall & Recognition

- Paving
- Benches
- Mulch
- Boulders
- Snow break



Paving



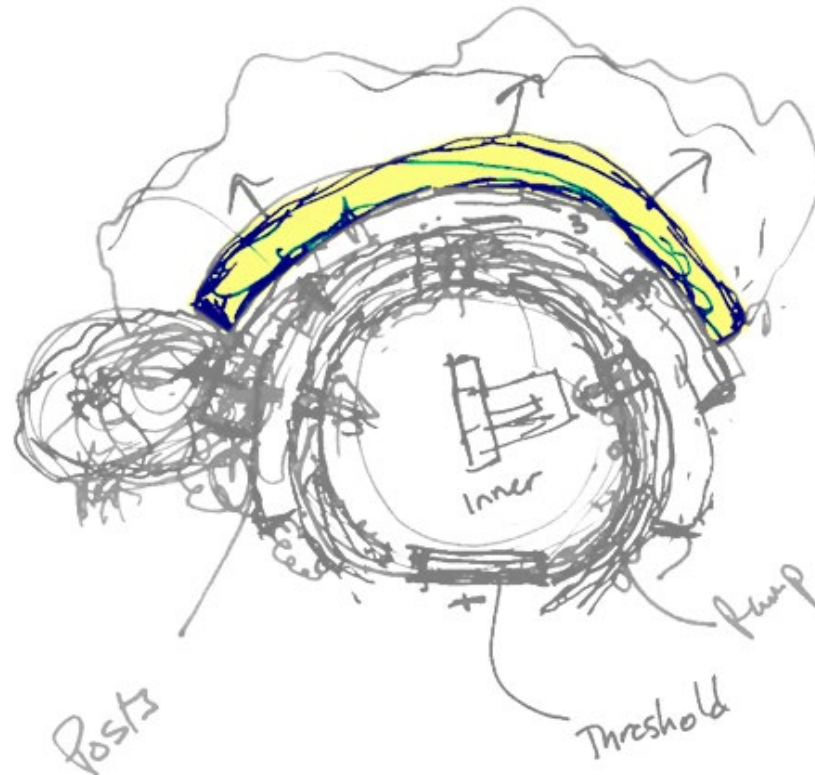
Benches

Outer Ring: Redemption

- Paving
- Benches
- Firebreak



Regeneration



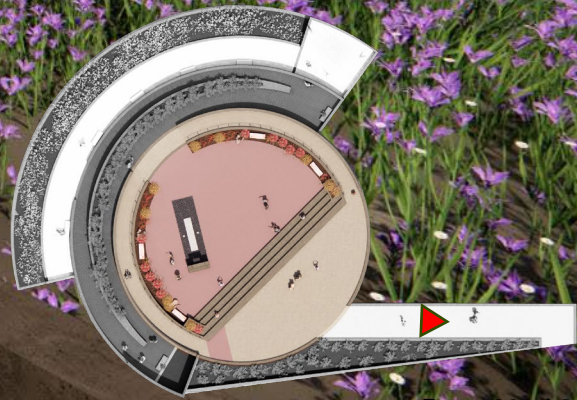


Open Space Location



- Site Constraints
 - Native Open Space
 - No Utilities
 - Significant Slope
- Proposed Solutions
 - Planting Strategy
 - Lighting
 - Future Utilities
 - Slope Mitigation



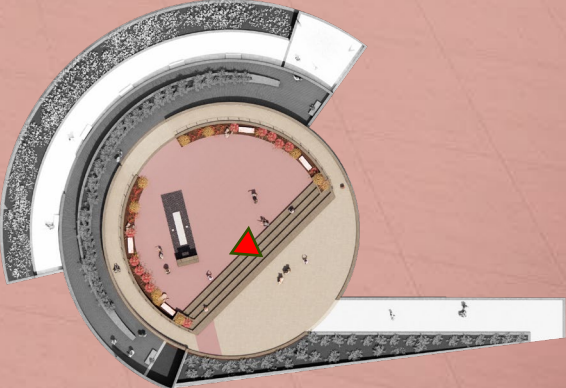






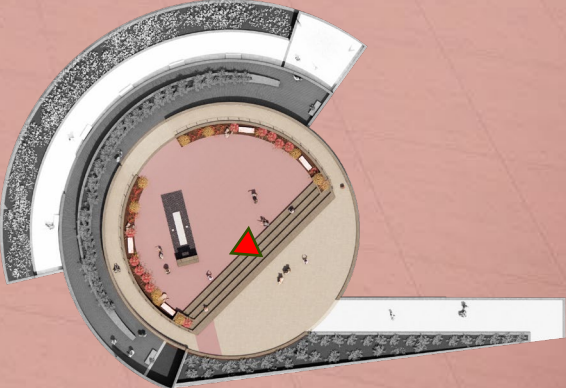


• DECEMBER 30TH @ 10:49



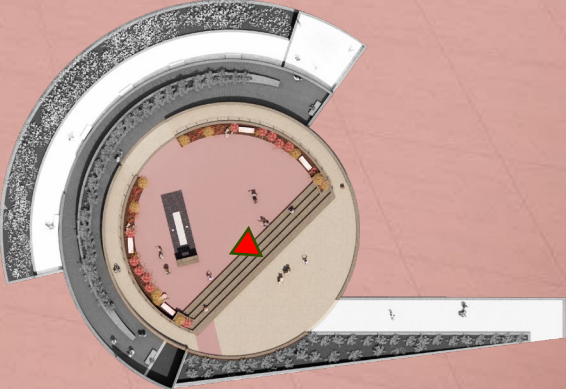


• DECEMBER 30TH @ 11:09





• DECEMBER 30TH @ 11:29

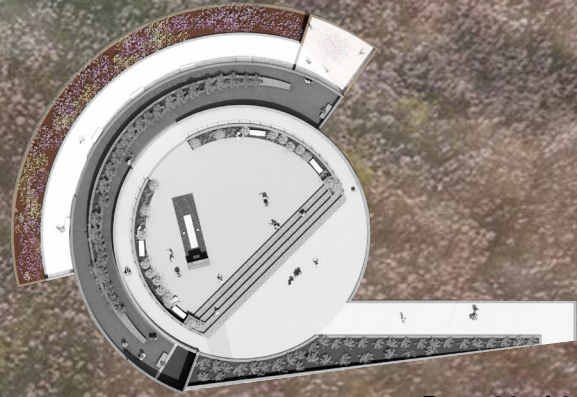






















TRAILHEAD
PARKING
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DAVIS
PARTNERSHIP
ARCHITECTS

Subject: Improving Safety of Bicycle Commuters and Pedestrians to Monarch K-8 School and Monarch High School

Date: May 4, 2026

Prepared By: Staff

Presented By: Superior Town Council
Louisville Town Council

Summary:

For Superior Town Council and Louisville City Council to discuss opportunities to improve the safety of bicycle commuters and pedestrians to Monarch K-8 School and Monarch High School.

Background / Prior Discussions:

88th Street from Promenade Drive in Superior to Tape Drive in Louisville serves as a critical route for students and families traveling between Superior and the Monarch school campus, including Monarch K-8 and Monarch High School in Louisville. This segment of 88th Street is a two-lane roadway with a non-separated bike lane. Although a 10-foot multi-use path exists on the south side of US 36 and is wide enough to accommodate both bicyclists and pedestrians, the remainder of the corridor (approximately 2,400 feet) north to Monarch K-12 has only a 5-ft sidewalk along 88th Street which is further restricted on the bridge over US 36 by an angled fence. Given the heavy bicycle and pedestrian traffic, particularly during school pick-up and drop-off times, combined with vehicle speeds that regularly exceed 35 mph, this route presents significant safety concerns. Within the past 18 months, there have been two injury crashes involving school-age children, one with a cyclist and one with a pedestrian.

Development Proposal:

N/A

Analysis:

Superior submitted a request for Congressionally Directed Spending to Senator Bennet and Senator Hickenlooper, requesting \$400,000 in funding for improvements to 88th Street from Promenade Drive to Tape Drive (to be renamed Rockcress Drive with the Redtail Ridge development). The proposed project includes the widening of the existing northbound sidewalk on the east side of 88th Street to create a 12-foot multi-use path. This multi-use path will then connect to the proposed trail system within Redtail Ridge, and will terminate at an underpass at Campus Drive at the eastern entrance to Monarch K-8 and Monarch High School.

Together, Superior's proposed project and the Redtail Ridge Development will:

- Provide a single, adequately-sized facility capable of safely accommodating bicyclists and pedestrians during peak school commute times.
- Increase separation and protection from adjacent vehicular traffic.
- Eliminate the ability for vehicles to encroach into the bike lane by using it as a turn lane.
- Improve visibility and predictability for students and other corridor uses.

Council Work Plan:

Coordination with a neighboring municipality aligns with many aspects of the Council Work Plan and is one of the ways in which Council address fiscal sustainability.

Fiscal Impact:

The estimated cost for the improvements is \$400,000.

Alternatives:

N/A - This is a discussion item for the two Councils.

Recommendation:

Discuss opportunities to improve the safety of bicycle commuters and pedestrians to Monarch K-8 School and Monarch High School.

Attachments:

1. 88th Street Improvements - Superior_Construction Projects
2. Redtail Ridge - Trail Widths Diagram



Superior / Louisville Joint Council Mtg

May 4, 2026

6:00 PM

superiorcolorado.gov



88th Street Bike/Ped Improvements

Measures Completed

- Flex posts to separate bike lane from the vehicular lane
- Lane line removal at the taper (near Promenade)

Measures In Progress

- School zone extension south to Promenade Dr (sign ordered)
- Superior Bike Slip Ramp construction (May/June 2026)
- *Louisville Bike Lane connection to sidewalk near Campus Drive (status?)*

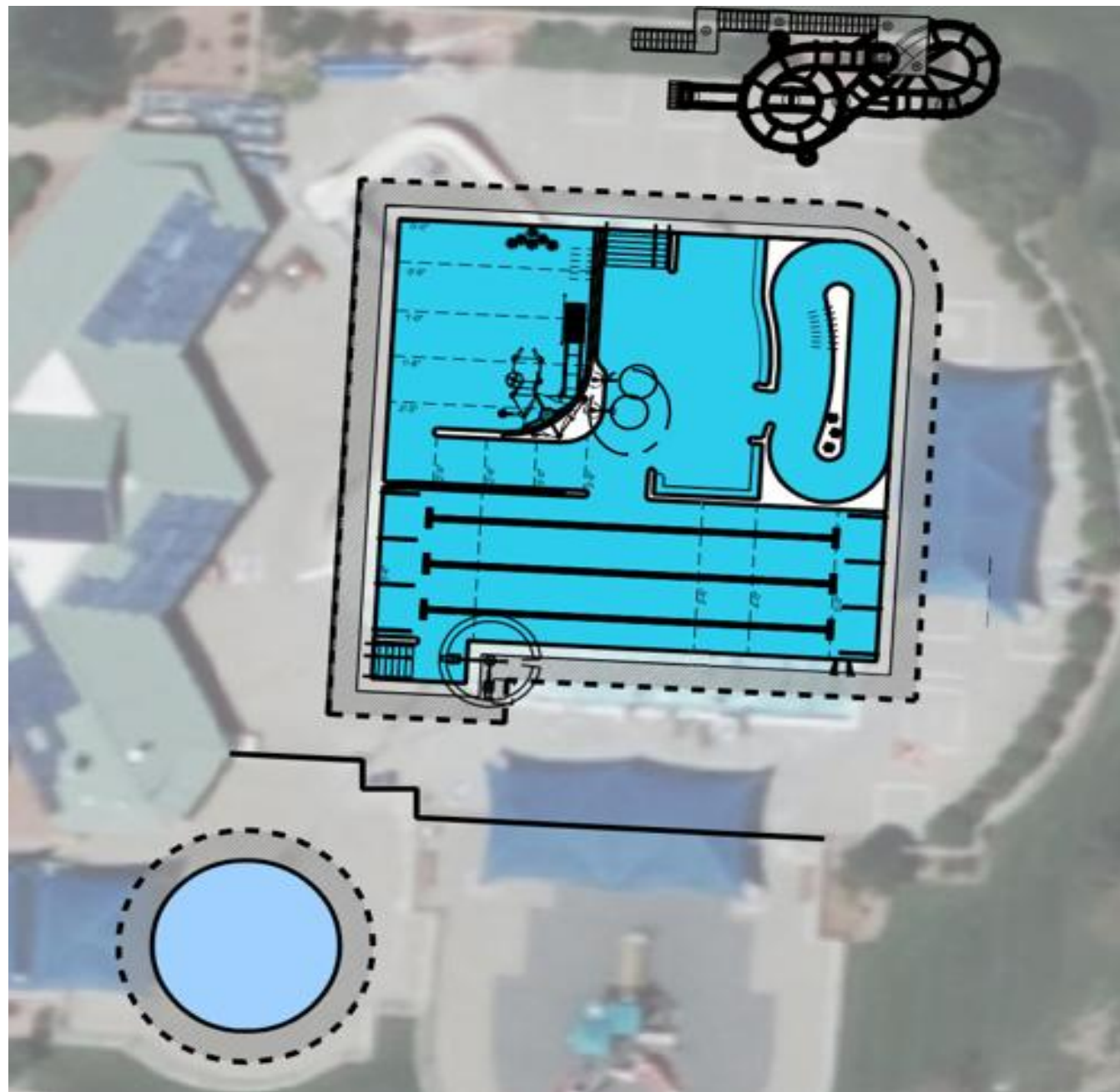
Next Steps

- Complete Redtail Ridge trail and sidewalk improvements
- Superior applied for grants with CDOT and Congress (CDS) to widen sidewalk between existing 88th St Multi-Use Path and Tape/Rockcress Dr
 - Waiting for Safe Routes to School Grant to open for applications this summer





Capital Improvement Projects



Building / Facility Projects

- North Pool Renovation:
 - Scope of work – bath house renovations, new mechanical room, and pool renovations including zero depth entry
 - Schedule: September 2026 thru April 2027
- South Pool Reconstruction:
 - Scope of work – bath house renovations, new splash pad, and pool reconstruction including additional 1,000 SF of water, large slide, current channel, and new play features
 - Schedule: September 2026 thru April 2027
- O&M Facility Construction:
 - Scope of work – new 7,400 SF O&M facility off of Honey Creek Lane with dedicated office space, 4 equipment bays with wash and lift bays
 - Schedule: March thru November 2026

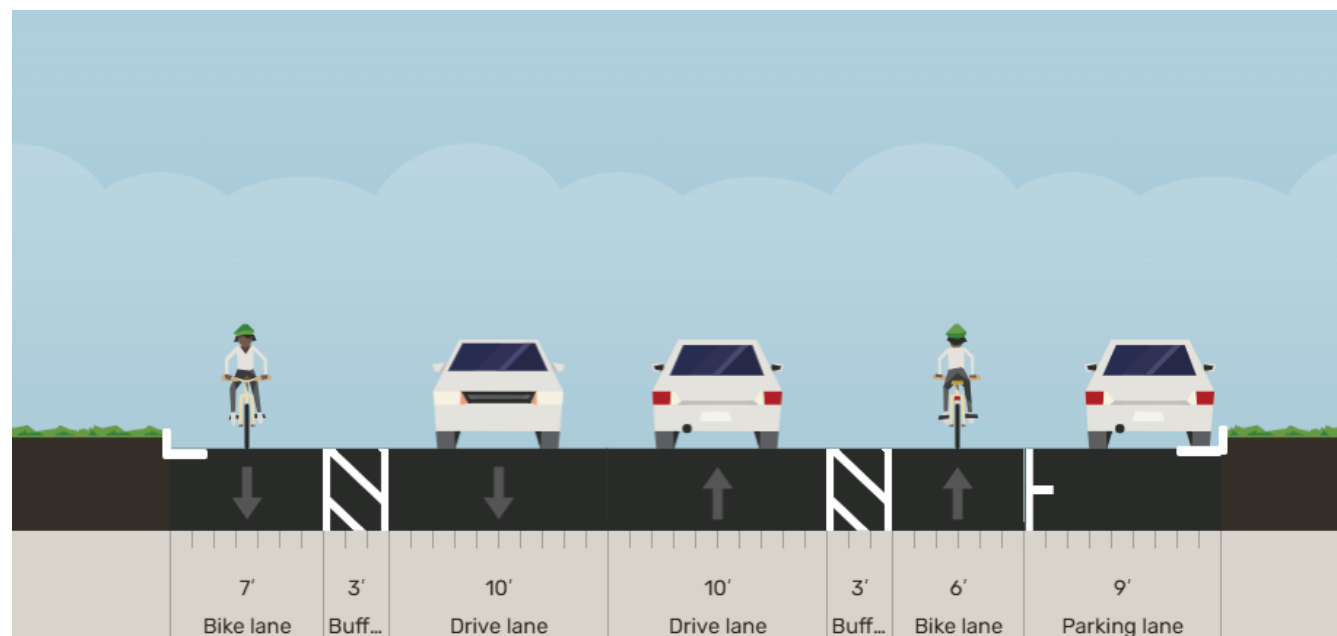
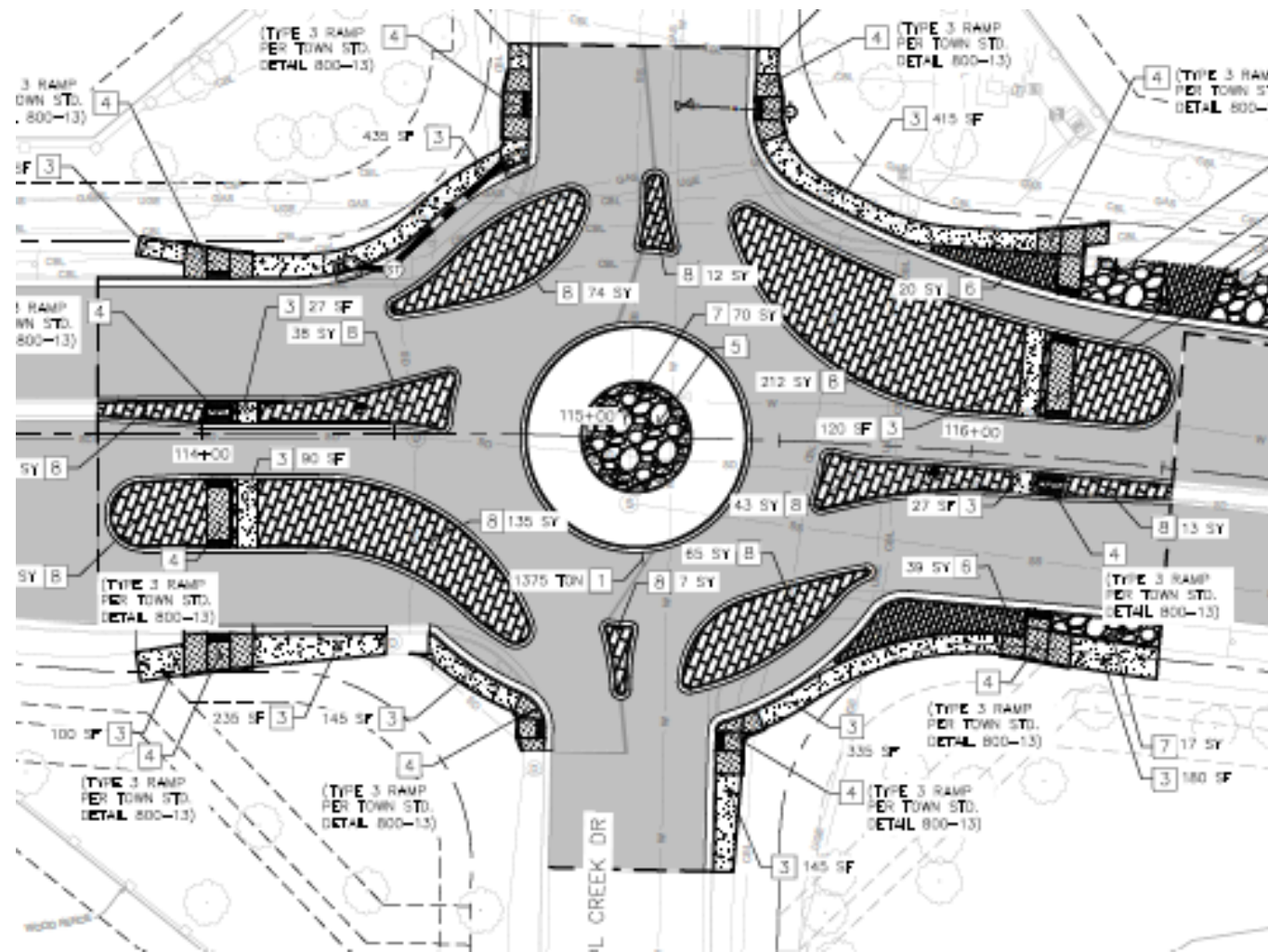




Capital Improvement Projects

Roadway Projects

- Rock Creek Parkway Reconstruction:
 - Scope of work – roadway reconstruct from Indiana St to Coalton Rd, including a new roundabout at Coal Creek Dr
 - Includes 88th Street temporary closure
 - Schedule: April thru October 2026
- Indiana Street Reconstruction:
 - Scope of work – roadway reconstruct from N Torreys Peak to McCaslin Blvd, including added bike lanes
 - Schedule: May thru August 2026
- Original Town Alley Improvements
 - Scope of work – milled alley stabilization with chip seal
 - Schedule: May thru June 2026
- Rock Creek Circle Slurry Seal
 - Scope of work - slurry seal with narrowed travel lanes and added bike lanes with buffer
 - Schedule: September 2026

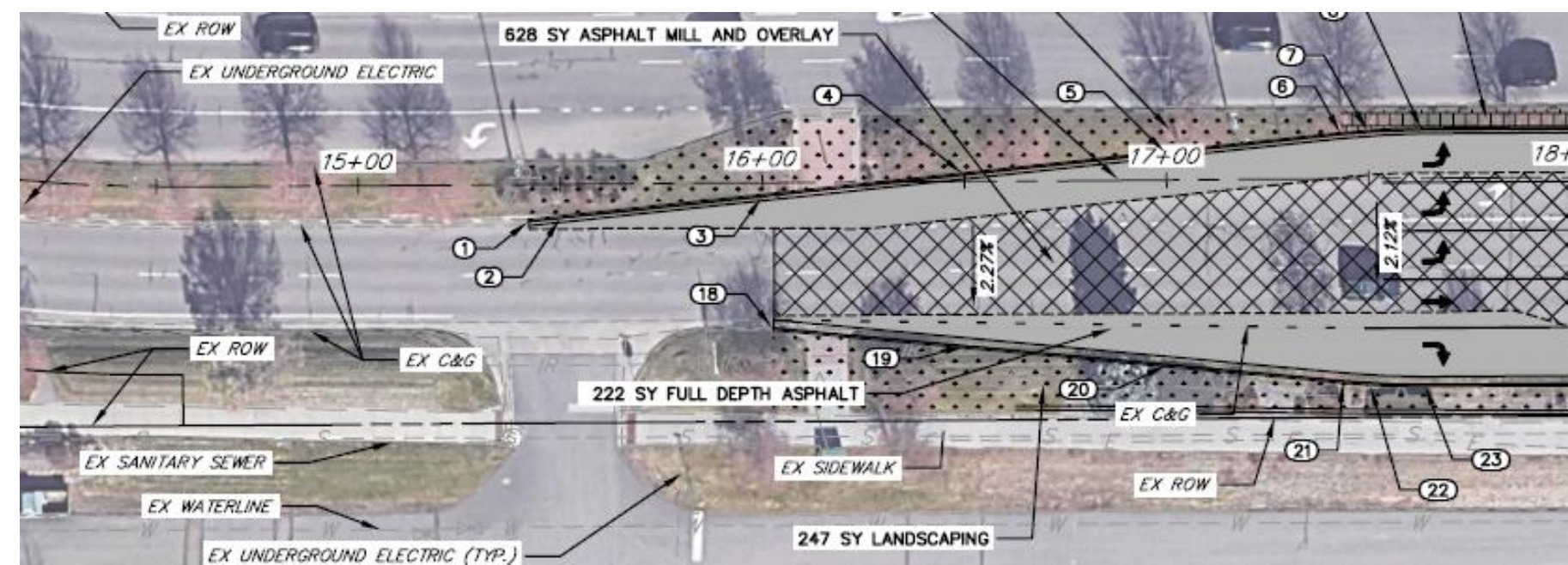
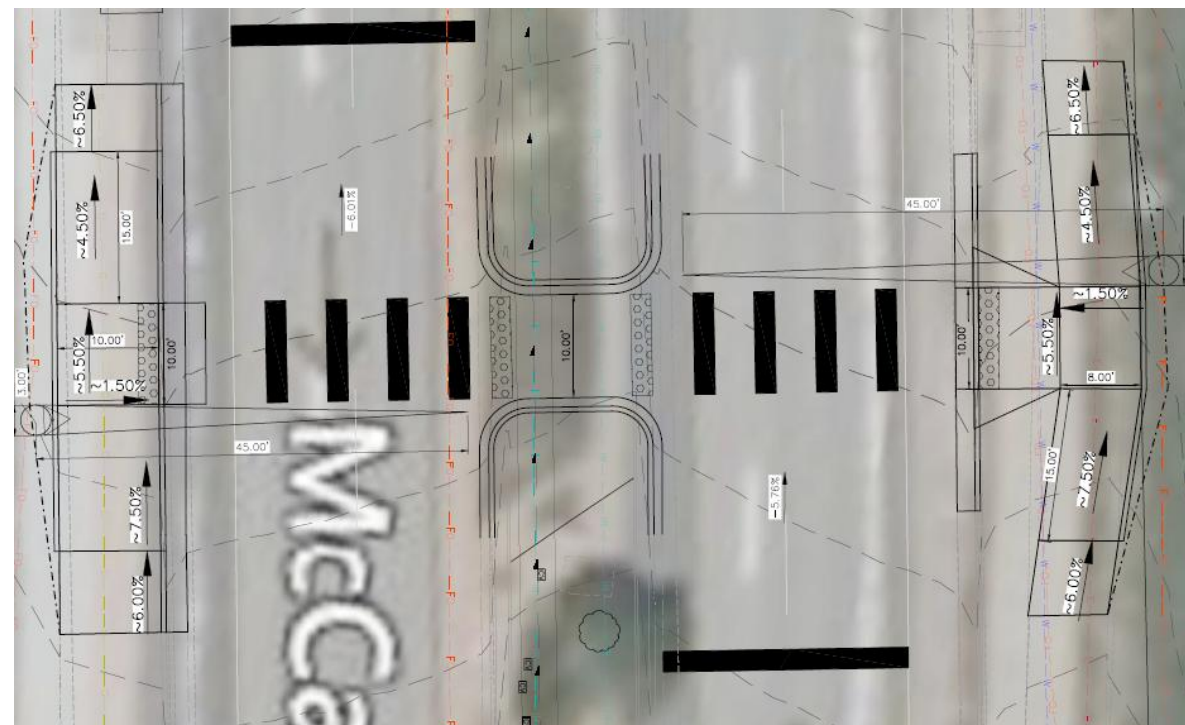
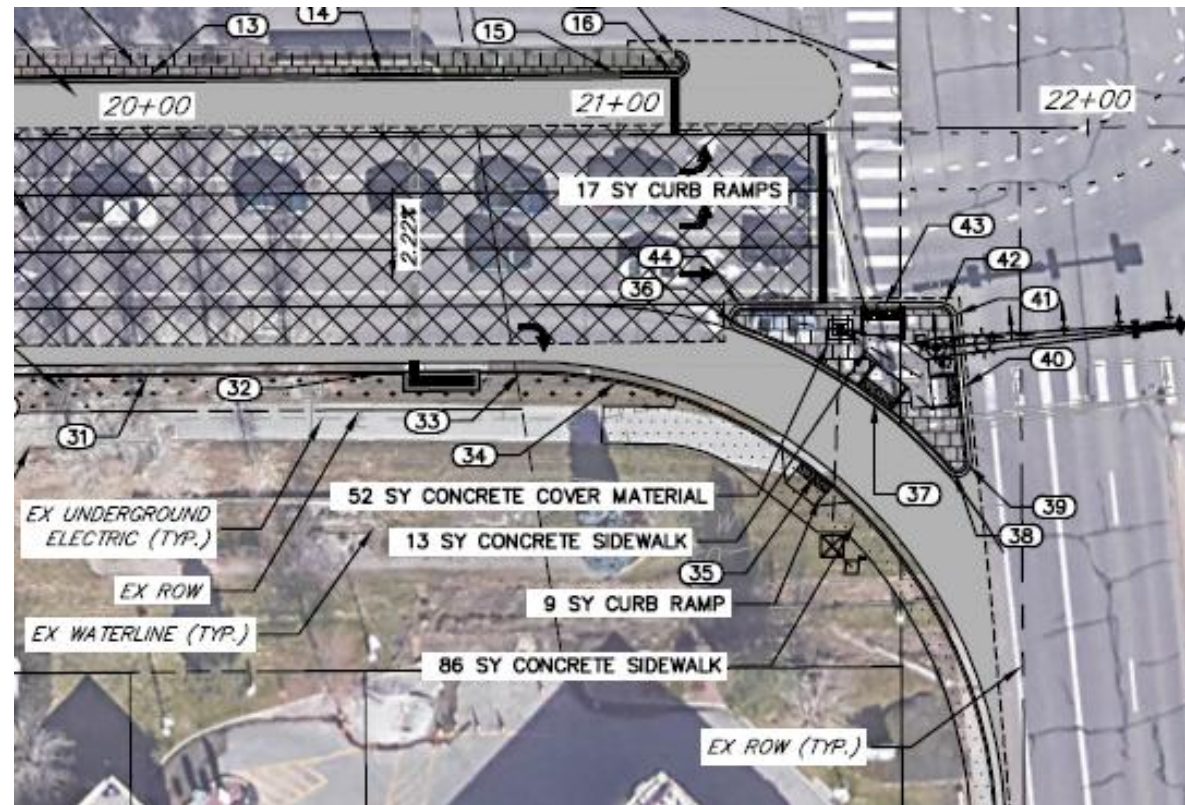




Capital Improvement Projects

Roadway Projects

- McCaslin Blvd and Marshall Road Intersection:
 - Scope of work – add 3rd dedicated EB left-turn lane and EB thru-lane, remove northern crosswalk
 - Schedule: August thru November 2026
- McCaslin Pedestrian Crossing:
 - Scope of work – add signalized pedestrian crossing (HAWK Crossing) north of Rock Creek Parkway near Oerman-Roche Trailhead
 - Schedule: late 2026 / early 2027





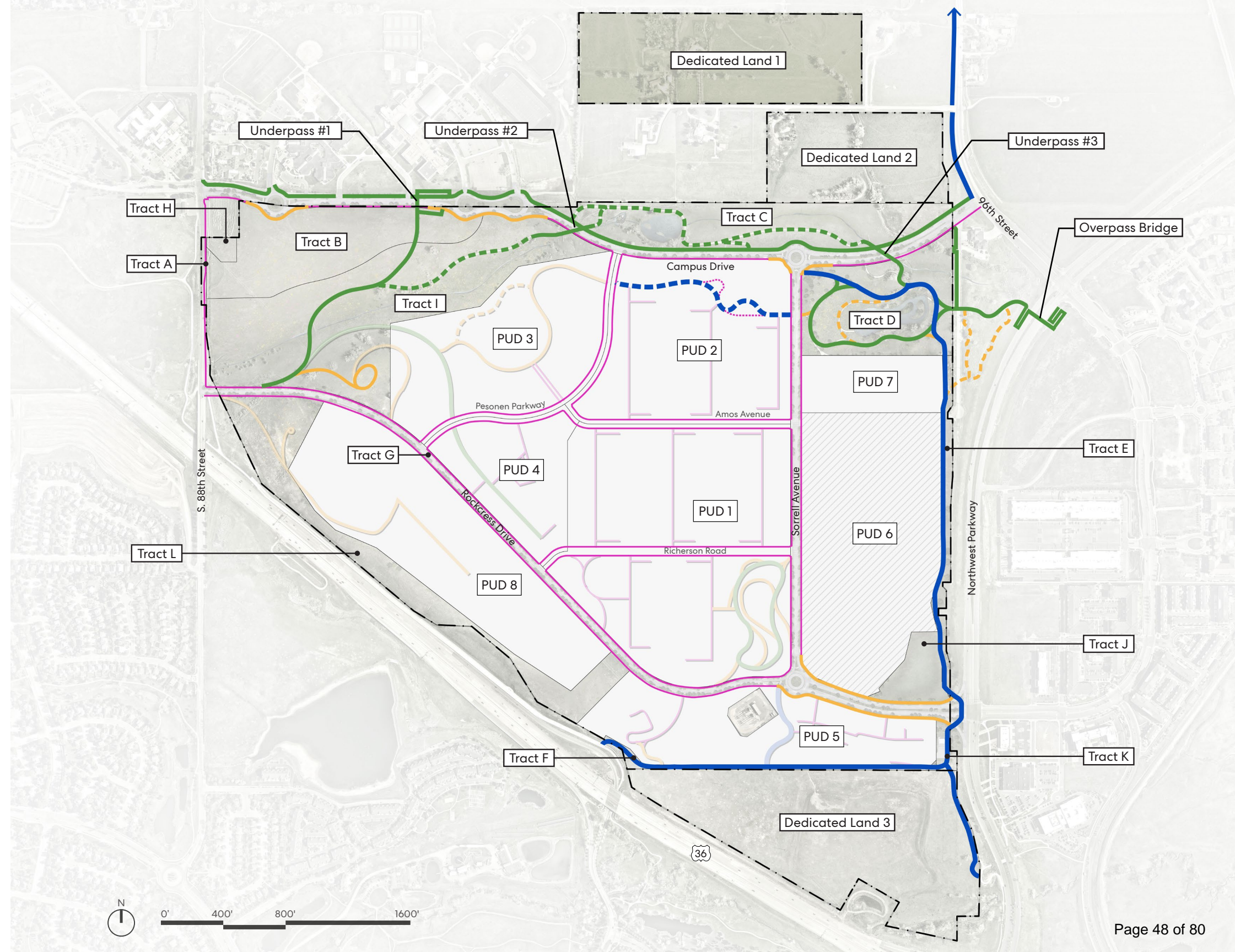
Thank you!

superiorcolorado.gov

Trail Widths

-  12' Width, Hard Surface Trail
-  10' Width, Hard Surface Trail
-  10' Width, Soft Surface Trail
-  8' Width, Hard Surface Trail
-  8' Width, Soft Surface Trail
-  6' Width, Hard Surface Trail
-  6' Width, Soft Surface Trail

Note: Faded colors indicate future phase trails. All future phase trail layouts are subject to change.



Subject: Comprehensive Plan and Development / Project Updates
Date: May 4, 2026
Prepared By: Staff
Presented By: Superior Town Council
Louisville City Council

Summary:

For Superior Town Council and Louisville City Council to share updates on and discuss their recently adopted Comprehensive Plans.

Background / Prior Discussions:

Superior and Louisville both recently adopted Comprehensive Plans and this is an opportunity for the two Councils to share and discuss the plans.

Comprehensive Plans set a shared vision for the next 20 years and serves as a guiding framework for how municipalities grow, invest, and evolve as a community. They address key priorities like housing, transportation, economic vitality, infrastructure, and the preservation and enhancement of natural, historic, and cultural assets. Comprehensive Plans are updated every 10 years, but can be amended at any time to respond to changing community needs and conditions.

Superior: [LINK](#) to Comprehensive Plan

Louisville: [LINK](#) to Comprehensive Plan

Development Proposal:

N/A

Analysis:

N/A - This is a discussion item for the two Councils.

Council Work Plan:

Coordination with a neighboring municipality aligns with many aspects of the Council Work Plan and is one of the ways in which Council address fiscal sustainability.

Fiscal Impact:

N/A - This is a discussion item for the two Councils.

Alternatives:

N/A - This is a discussion item for the two Councils.

Recommendation:

Recommend Council provide updates on the two Comprehensive Plans and discuss potential areas of alignment.

Attachments:

1. Superior Comp Plan & Development Updates
2. Superior Comp Plan Opportunity Areas Map
3. Louisville Comp Plan_Brief Presentation_APRIL 2026



Memorandum

To: Superior Mayor & Council
Louisville Mayor & Council

From: Matt Magley, Town Manager
Renaë Stavros, Planning & Building Director

Date: May 4, 2026

Re: Joint Meeting Superior Council - Louisville Council

Development Update/Comprehensive Plan Updates

Comp Plan Summary: The Town of Superior Comprehensive Plan (“the Comprehensive Plan”) was prepared through the combined efforts of residents, business owners, property owners, Planning Commission, Town Board, Town Staff, and planning and engineering consultants. The purpose of the plan is to provide a basis for current and future land use decisions in the Town of Superior. This plan seeks to facilitate rational decisions regarding future development that are based on limited natural resources, economic considerations, and sound community design and planning principles. Along with the Town of Superior Land Use Code, the Comprehensive Plan is intended to serve as a guide to facilitate planning of undeveloped lands or redevelopment of private lands, protect and enhance existing development, highlight opportunities for private and public investment, and ensure compatibility between existing uses and future development.

Opportunity Areas (Recommended Land Uses):

- 76th Street
 - Primary: Light Industrial & Single unit attached to multi-unit residential
 - Supporting: Retail
- Superior Marketplace
 - Primary: Multi-unit residential & Mixed Use Commercial/Residential
 - Supporting: Commercial
- Original Town
 - Primary: Mixed Use - commercial & residential, Prioritize commercial along McCaslin

- Supporting: Office
- Discovery
 - Primary: Single unit attached to multi-unit residential & Office (prioritize along Discovery Pkwy)
 - Supporting: Commercial
- Zaharias
 - Primary: Single unit attached to multi-unit residential
 - Supporting: Clustered/Cottage Homes
- Town 15
 - Primary: Recreation/Open Space
 - Supporting: Single unit attached to multi-unit residential, Open Space, Parks Space
- Resolute
 - Primary: Mixed-use with hotel and commercial (multi-unit residential)
 - Supporting: Multi-unit Residential (as part of Mixed Use)

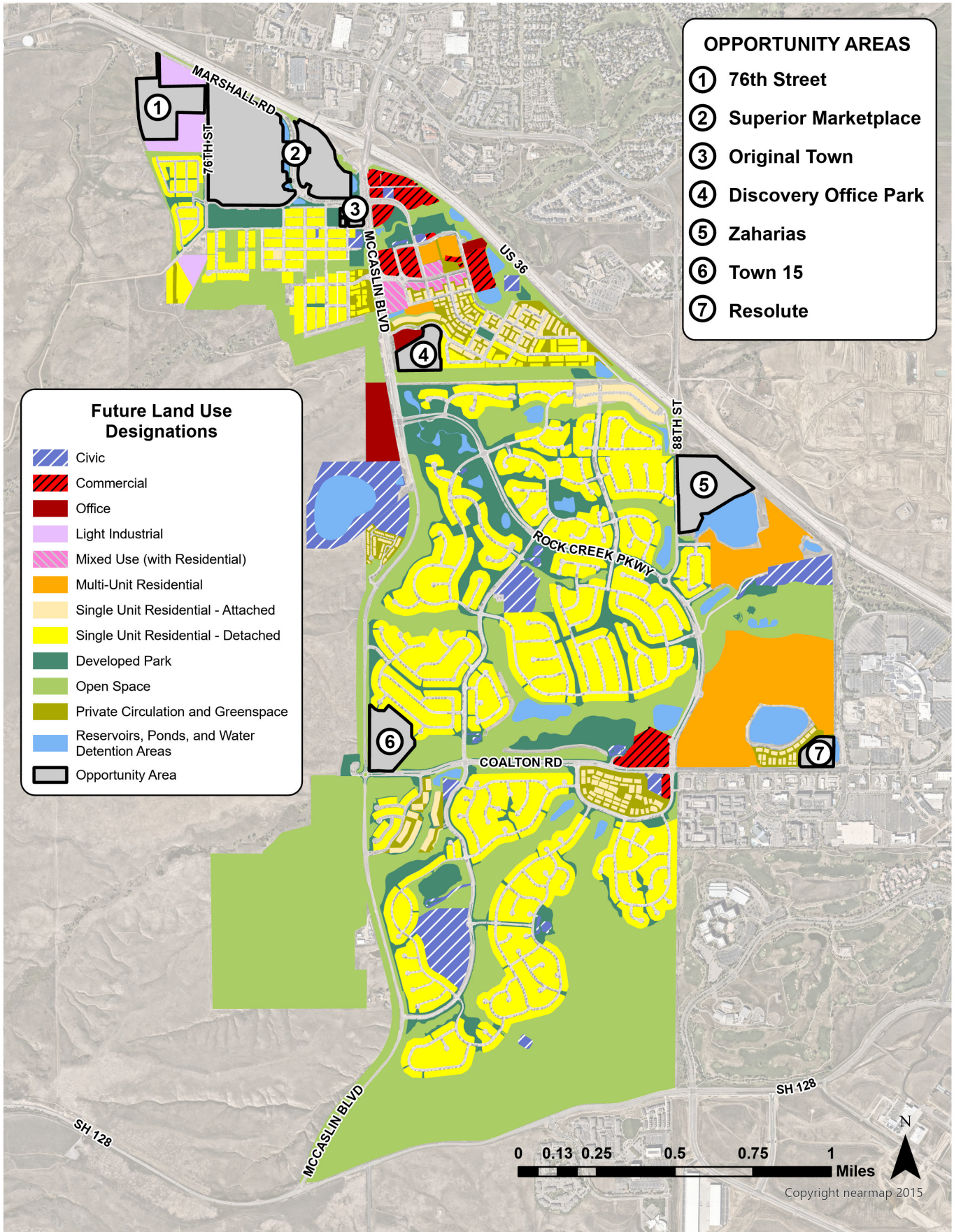
Development Applications recently approved, in process, or anticipated soon:

- 76th Street Annexation and PD Zoning – Multi-Family development, Maximum 336 units, 27 DU/Acre
- Zaharias Rezone RAC to R-2A – Single Unit & Multi-Unit development (9 DU/Acre & 14 DU/Acre)
- PD Amendment in the Marketplace – Add Full-Service Car Wash primary use (Pad Site 8) & EV Charging use (primary and accessory)
- Superior Town Center FDP 9 Amdt #3 – Block 7, Lots 3, 4 & 5 Food Hall and Pizza Parlor (9,800 SF Food Hall & 2,400 SF Pizza Parlor)
- Guardian Storage FDP – Mix of traditional, climate-controlled self-storage as well as condoized flex storage spaces for purchase

Attachments:

- Opportunity Areas Map
- Development Properties Map

Figure 4: Town of Superior Future Land Use Map



Source: Town of Superior, GIS



Comprehensive Plan – A Brief Overview

May 4, 2026



NAME, TITLE

Comprehensive Plan

- Shared roadmap for how Louisville grows and evolves over next 20 years
- Guides land use, housing, infrastructure, and City services
- Reflects input from 2,000+ community members
- Adopted by City Council March 24 > now official City policy



Comprehensive Plan

Vision Statement and Core Values

- Developed with extensive community and Council input
- Defines what kind of community Louisville wants to be
- Can use as a lens for City decisions across all departments
- Helps align day-to-day work with long-term goals

Comprehensive Plan Vision Statement

*The City of Louisville is committed to being an **equitable, resilient, and sustainable** community where everyone has the opportunity to thrive—now and for future generations. We strive for a **vibrant** future where Louisville will evolve and adapt to change in ways that respect our past and support our high quality of life.*

Community Character

We value a balanced approach to change that embraces and enhances our community character.

Community Connectivity

We value knowing our neighbors through a community network that is inclusive and inter-connected.

Environmental Sustainability

We value climate action, environmental resilience, and adaptation to promote environmental sustainability for the enduring vitality of our community.

Economic Vibrancy

We value thriving and dynamic businesses that support and engage the community.

Community Places

We value community places that bring people together and support healthy living including parks, open spaces, and other public places.

Civic Leadership

We value transparent, collaborative, and fiscally responsible local government.

Comprehensive Plan

Key Themes

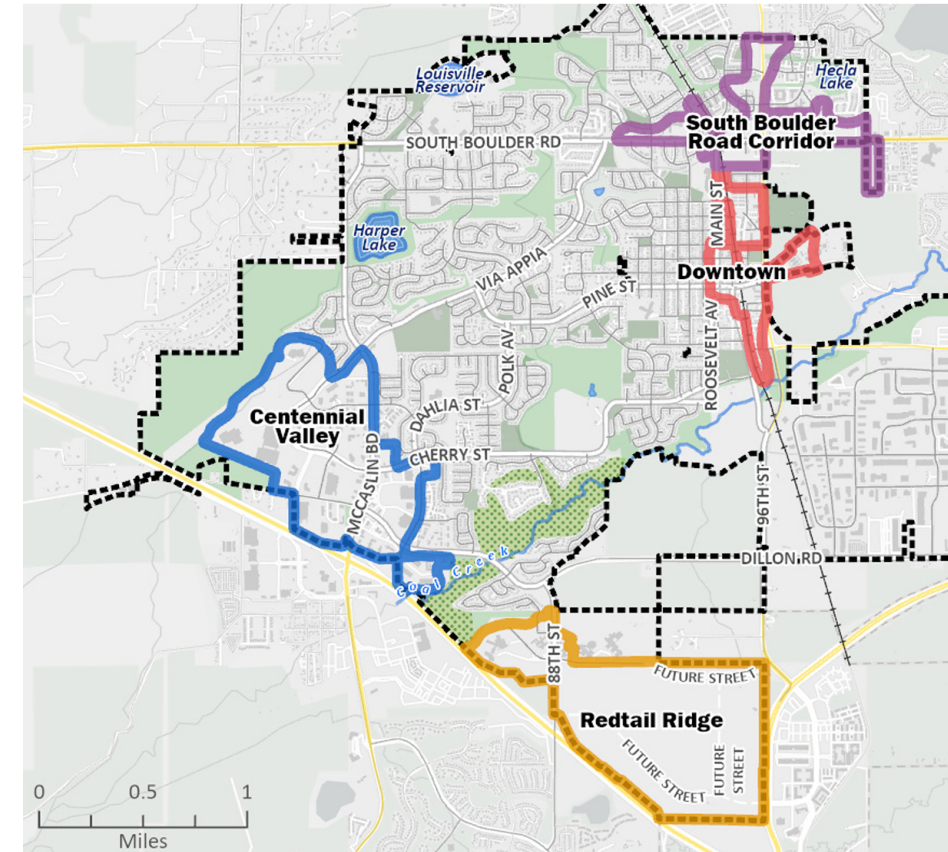
- **More Housing Options**
Expand choices while maintaining community character
- **Managed and Incremental Residential Growth**
Phased to align with infrastructure and services
- **Walkable, Connected Places**
Support transportation options and accessible public spaces
- **Sustainability, Resilience, Equity**
Integrated across all City decisions



Comprehensive Plan

Future Residential Growth

- To support City Council adopted Louisville Housing Plan need
- Most new housing is planned in specific areas of the city
- Total capacity: ~4,000–5,000 additional homes over time
- About 90% of growth focused in four key areas
- Growth is expected to occur gradually over time



Comprehensive Plan

All City staff can use this plan to:

- Guide projects and capital investments
- Evaluate development and service impacts
- Coordinate across departments on growth and infrastructure
- Support consistent decisions aligned with Council direction



[Engagelouisville.org/comp-plan](https://engagelouisville.org/comp-plan)

Subject: Rocky Mountain Metropolitan Airport
Date: May 4, 2026
Prepared By: Staff
Presented By: Louisville City Council
Superior City Council

Summary:

An opportunity for Mayor Lacy and Mayor Leh to provide an update from their trip to Washington, DC with the Northwest Mayors and Commissioners Coalition where they met with the Federal Aviation Administration.

Background / Prior Discussions:

Founded in 1960, Rocky Mountain Metropolitan Airport (RMMA) is owned and operated by Jefferson County as an enterprise fund. In 2024, RMMA ranked as the third-busiest airport in Colorado based on takeoffs and landings.

Development Proposal:

N/A

Analysis:

The Superior Town Council and Louisville City Council last met in 2023. This, and all topics on this agenda, represent an opportunity for Council members to discuss topics of mutual interest.

Council Work Plan:

N/A

Fiscal Impact:

N/A

Alternatives:

N/A

Recommendation:

Discuss Rocky Mountain Metropolitan Airport and provide direction for any next steps.

Attachments:

None

Subject: Sales Tax Revenue Sharing Intergovernmental Agreement
Date: May 4, 2026
Prepared By: Staff
Presented By: Louisville City Council
Superior Town Council

Summary:

The Sales Tax Revenue Sharing Intergovernmental Agreement (IGA), adopted in 1997 and revised in 2005, is attached for discussion.

Background / Prior Discussions:

The City of Louisville and the Town of Superior are parties to a Sales Tax Revenue Sharing Intergovernmental Agreement (IGA), executed July 21, 1997, and amended on February 15, 2005.

Development Proposal:

N/A

Analysis:

The Superior Town Council and Louisville City Council last met in 2023. This, and all topics on this agenda, represent an opportunity for Council members to discuss topics of mutual interest.

Council Work Plan:

N/A

Fiscal Impact:

N/A

Alternatives:

N/A

Recommendation:

Discuss the Sales Tax Revenue Sharing Intergovernmental Agreement.

Attachments:

1. Sales Tax Revenue Sharing IGA with Superior 1997
2. Sales Tax Revenue Sharing IGA with Superior 2005 1ST AMEND (1)

INTERGOVERNMENTAL AGREEMENT

This Agreement is made and entered into, and becomes effective as provided in paragraph 12, between the City of Louisville, Colorado ("Louisville"), and the Town of Superior, Colorado ("Superior"), each a municipal corporation of the State of Colorado.

I. Findings

WHEREAS, The City Council of Louisville and the Board of Trustees of Superior find that:

A. Pursuant to Colorado Constitution Article XIV, Section 18(2)(a) and C.R.S. §29-1-201, et seq., Louisville and Superior may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract may provide for the sharing of costs, the imposition of taxes, and the incurring of debt; and

B. Pursuant to C.R.S. §29-20-101, et seq., Louisville and Superior are authorized and encouraged to cooperate or contract with each other for the purposes of planning or regulating the development of land; and

C. Louisville and Superior may, pursuant to state law and an intergovernmental agreement, provide for revenue sharing; and

D. Louisville finds that it has the authority to make the promises, enter into the agreements, and perform the functions, set forth herein, and Superior finds that it has the authority to make the promises, enter into the agreements, and perform the functions, set forth herein; and

E. This Agreement resolves, in a mutually satisfactory and cooperative manner, issues which have been of concern between Louisville and Superior for several years; and

F. Because of the proximity of Louisville and Superior, the nature and quality of development within the properties affected by this Agreement will affect each party and their revenues; and

G. Resolution of the long-standing issues between Louisville and Superior would be hindered without the revenue-sharing provisions of this Agreement; and

H. Louisville finds that it, and Superior finds that it, has a commitment to planned and orderly growth; to regulating the location of activities and development which may result in increased demands for its services; to reducing and avoiding, where possible, friction between the two parties; to promoting the economic viability of their respective communities; and to raising revenue sufficient to meet the needs of their citizens; and

I. U.S. 36 provides a logical boundary between Louisville and Superior; and

J. It is in the best interest of each municipality to jointly plan improvements to the Superior/Louisville interchange of U.S. 36 at McCaslin Boulevard (the "Interchange") and its capacity to handle traffic generated by existing and anticipated development within each municipality.

II. Rights and Obligations

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Louisville and Superior agree as follows:

1. Disconnection of South Property by Louisville. Louisville agrees to disconnect from Louisville, pursuant to the provisions of state law, the property described on Exhibit A, consisting of approximately eighty (80) acres located east of McCaslin Boulevard and south of U.S. 36 (the "South Property"). Louisville shall request that the existing owners of the South Property sign an application, in a form acceptable to both parties, to have the South Property disconnected from Louisville, and Louisville shall proceed to implement the disconnection after approval of this Agreement pursuant to Paragraph 12. If any owner of the South Property fails to properly execute the disconnection application prior to August 16, 1997, either party may decide not to place this Agreement before its voters as provided in Paragraph 12. The South Property has been zoned by Louisville for commercial retail use and Louisville would derive substantial revenue and other benefits if the South Property was developed for commercial retail uses within the boundaries of Louisville. However, the City Council of Louisville finds that disconnection of the South Property is appropriate given the revenue sharing and land use provisions of this Agreement.

2. Disconnection of North Property by Superior. Superior agrees to disconnect from Superior, pursuant to the provisions of state law, the property on the north side of U.S. 36 of approximately five acres which is within the boundaries of the Town of Superior and is described in Exhibit B (the "North Property"). Superior shall request that the existing owner(s) of the North Property sign an application, in a form acceptable to both parties,

to have the North Property disconnected from Superior after approval of this Agreement pursuant to Paragraph 12. If the existing owner(s) fail to take such action, Superior's obligation to disconnect will continue and will apply to any subsequent owners. If any owner of the North Property fails to sign the disconnection application prior to August 16, 1997, either party may decide not to place this Agreement before its voters as provided in Paragraph 12.

3. Annexation of South Property. If the South Property is annexed to Superior, then the following shall apply:

a. Superior shall not allow any residential use on the South Property, except that up to eight acres of the South Property may be developed for residential retirement/senior housing in one or more buildings not exceeding the height limitation applicable to commercial buildings on the South Property.

b. Superior shall not permit development of other than retail uses on thirty-four (34) acres of the South Property.

c. Superior shall share with Louisville, fifty (50) percent of the amount of revenues received by Superior from application of a 2.7 percent sales tax rate to retail sales made by businesses located within the South Property. Such amount shall be paid to Louisville quarterly pursuant to a process to be agreed upon by the Louisville City Administrator and the Superior Town Manager. To the extent allowed by Colorado law, Louisville shall have the right to inspect the applicable records of Superior to verify the amount of any payment made or due; and Superior and Louisville shall cooperate and take such actions as may be necessary to allow such inspection.

d. Upon annexation of the South Property, Superior will have jurisdiction over the South Property. This Agreement shall continue to apply to the South Property after annexation by Superior. To the extent this Agreement conflicts with any future Superior ordinance, resolution, motion, or contract, this Agreement controls.

4. Annexation of North Property by Louisville. After disconnection of the North Property from Superior, Louisville may, but is not required to, annex the North Property, except that Louisville may not proceed to annex the North Property until after the parties determine that the North Property is not necessary for U.S. 36 right-of-way or other improvements related thereto. If the North Property is annexed to Louisville, then the following shall apply:

a. Louisville shall not permit any residential use on the North Property.

b. If Louisville zones the North Property for sales tax generating uses, then Louisville shall share with Superior, fifty (50) percent of the amount of revenues received by Louisville from application of a 2.7 percent sales tax rate to retail sales made by businesses located within the North Property. Such amount shall be paid to Superior quarterly pursuant to a process to be agreed upon by the Louisville City Administrator and the Superior Town Manager. To the extent allowed by Colorado law, Superior shall have the right to inspect the applicable records of Louisville to verify the amount of any payment made or due; and Superior and Louisville shall cooperate and take such actions as may be necessary to allow such inspection.

c. Upon annexation of the North Property, Louisville will have jurisdiction over the North Property. This Agreement shall continue to apply to the North Property after annexation by Louisville. To the extent this Agreement conflicts with any future Louisville ordinance, resolution, motion, or contract, this Agreement shall control.

5. Changes in Sales Tax Rates. An increase in the Louisville or Superior sales tax rates shall not affect the payments to be made pursuant to paragraph 3 or 4 in these Rights and Obligations; those payments will continue to be based upon the sales tax rates described in paragraphs 3 and 4. If Louisville reduces (by means other than pledging or earmarking revenues) its generally applicable 2.7 percent sales tax rate or Superior reduces (by means other than pledging or earmarking revenues) its generally applicable 2.7 percent sales tax rate, the payments to be made to the other party pursuant to paragraph 3 or 4, as applicable, shall be calculated based upon revenues received from fifty percent of the reduced rate.

6. Other Obligations of Superior. Superior acknowledges that certain obligations of Superior existing prior to this Agreement may affect the future sales tax revenue to be retained by Superior. However, Superior warrants that no such pre-existing obligations (whether related to Superior Metropolitan Districts No. 1, 2, or 3, or the Superior Urban Renewal Authority, or any other entity or person), nor any future obligations that Superior may enter into, will reduce or affect in any manner the payments due Louisville pursuant to paragraph 3.c. of these Rights and Obligations.

7. Other Obligations of Louisville. Louisville acknowledges that certain bond obligations of Louisville existing prior to this Agreement may affect the future sales tax revenue to be retained by Louisville. This Agreement is a subordinate obligation for the purposes of these pre-existing bond obligation ordinances. However, Louisville warrants that no such pre-existing obligations,

nor any future obligations that Louisville may enter into, will reduce or affect in any manner the payments due Superior pursuant to paragraph 4.b. of these Rights and Obligations.

8. U.S. 36 as Annexation Boundary. Louisville agrees not to annex property located south or west of U.S. 36, and Superior agrees not to annex property located north or east of U.S. 36.

9. No Impairment. Neither Louisville nor Superior shall impair the rights of the other, without the other's consent, to share in the revenues to be collected and shared as described in this Agreement.

10. Cooperation. Louisville and Superior agree to devote their best efforts, to cooperate as necessary, and to exercise good faith in implementing the provisions of this Agreement.

11. No Third-Party Rights. This Agreement is made solely for the benefit of the parties hereto, and is not intended to nor shall it be deemed to confer rights to any persons or entities not named as parties hereto.

12. Election. The parties agree that both Louisville and Superior will place this Agreement on the municipal ballot for November of 1997 requesting voters of the respective municipalities to ratify this Agreement.

Should the voters in either municipality fail to approve this Agreement, then this agreement shall be null and void and the parties are under no obligation under this Agreement to effectuate the disconnections pursuant to Paragraphs 1 and 2. This Agreement shall become effective upon approval by the voters in both municipalities.

13. Transportation Issues. The parties recognize that it is in the best interest of each municipality to jointly plan to reconstruct the interchange. Louisville and Superior shall cooperate to jointly design, construct, and finance a one time reconstruction of the interchange which may be completed in phases. Such cooperation shall include formation of a Committee consisting of at least two members of the Louisville City Council, two members of the Superior Board of Trustees, and one staff member of each municipality, to recommend the design, construction process, and financing of interchange reconstruction. The parties shall determine the "Louisville portion" and the "Superior portion" of the total costs of the interchange reconstruction after consideration of all sources of revenue available including, but not limited to, federal, state, private, and other local sources. The Louisville portion shall be credited five million dollars as a result of previous interchange improvements. To calculate the respective parties' portions of the cost of the interchange reconstruction, the following formula shall be used: the total

cost of the reconstruction less all other non-party sources of revenue less an initial Superior portion of \$5 Million dollars with the remainder split equally between the parties (as an example: assume a \$20 Million total cost less \$6 Million non-party sources and less an initial Superior portion of \$5 Million (representing Louisville's previous payments toward the interchange) with the remainder (\$9 Million) split equally between the parties at \$4.5 Million each. Under this example, Louisville's portion is \$4.5 Million and Superior's portion is \$9.5 Million.) Other discussion items for the committee shall include, but not be limited to, McCaslin Boulevard, U.S. 36, and 88th Street. This committee shall be convened consistent with this Agreement for the purpose of discussing the issues as they apply to both entities.

14. Commitment of sales tax revenue. As additional consideration for the sharing of sales tax revenue by Superior, Louisville agrees that the portion of the sales tax paid to it pursuant to Paragraph 3(c) shall be used first towards Louisville's portion of the interchange reconstruction.

15. Non-Compliance. If either party fails to comply with the provisions of this Agreement, the other party, after providing written notification to the noncomplying party and upon the failure of the noncomplying party to achieve compliance within ninety (90) days after said notice, may at its option either terminate this Agreement or maintain an action in a court of competent jurisdiction in Boulder County for specific performance, injunctive, or other relief.

16. Term and Termination. This Agreement shall remain in effect until amended or terminated by agreement of the parties. It is the intent of the parties that this Agreement shall remain in effect for the longest period of time permitted by law because any adverse revenue effects to Louisville resulting from disconnection of the South Property, and any adverse revenue effects to Superior resulting from disconnection of the North Property, shall continue indefinitely after the disconnections.

17. Colorado Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

18. Governmental Authority. Louisville and Superior shall comply with any and all otherwise applicable and valid state, federal or local laws or regulations in relation to this Agreement.

19. Waiver. A waiver of a breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or another provisions of this Agreement.

20. Notices. All notices or other communications hereunder shall be sufficient given and shall be deemed given when personally delivered, or after the lapse of ten business days following mailing by certified mail, postage prepaid, addressed as follows:

To Louisville: City of Louisville
749 Main Street
Louisville, Colorado 80027
Attn: City Administrator

To Superior: Town of Superior
124 E. Coal Creek Drive
Superior, CO 80027
Attn: Town Manager

21. Effect of Invalidity. If any portion of paragraph 3.c. or 4.b. of these Rights and Obligations is finally held invalid or unenforceable by a court of competent jurisdiction as to either party or as to both parties, the parties agree to take such action(s) as may be necessary to achieve to the greatest degree possible the intent of the affected paragraph(s). If no such action is possible, the adversely affected party may provide notice to the other party that the adversely affected party has determined to cause the entire agreement to be terminated as of the date of such notice. In such event, upon receipt of such notice, neither party shall be required to perform as provided herein and this agreement shall be terminated. Such termination shall apply prospectively only, and each party shall retain any benefits received pursuant to this Agreement prior to termination. If any portion of any other paragraph of this Agreement is finally held invalid or unenforceable by a court of competent jurisdiction as to either party or as to both parties, such invalidity or unenforceability shall not affect the other paragraphs of this Agreement, except that any similar right or obligation of the other party shall be deemed invalid.

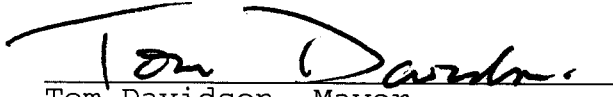
22. Amendments. This Agreement may be amended in writing only by the mutual agreement of the governing bodies of the parties hereto.

23. Reliance by the Parties. Louisville and Superior understand that each is relying upon all of the promises made by the other in this Agreement, and each agrees (i) not to assert to any court or other body the invalidity or unenforceability of any portion of this Agreement unless such challenge is based upon a change in the law occurring after the effective date of this Agreement; (ii) to promptly notify the other party of any legal action which might affect this Agreement; (iii) to allow the other party to participate in such legal action as the other party deems appropriate, consistent with court rules; and (iv) to defend the Agreement in such legal action to the maximum extent consistent

with law and court rules.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

CITY OF LOUISVILLE, COLORADO

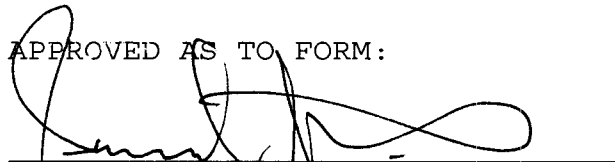

Tom Davidson, Mayor

Approved by the Louisville City Council, July 17, 1997

ATTEST:


Dave Clabots, City Clerk

APPROVED AS TO FORM:


Susan K. Griffiths, Esq.
Griffiths & Tanoue, P.C.
Louisville City Attorney

TOWN OF SUPERIOR, COLORADO



Ted T. Asti, Mayor

Approved by the Superior Board of Trustees, July 21, 1997

ATTEST:

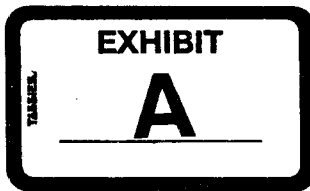

Phyllis L. Hardin, Town Clerk

APPROVED AS TO FORM:


Kathleen E. Haddock, Esq.

Dietze and Davis, P.C.
Superior Town Attorney

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PARCEL A:

A TRACT OF LAND LOCATED IN THE W1/2 OF THE NW 1/4, SECTION 19, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the W1/4 corner of said Section 19;
thence North 01°02'38" West, along the West line of the W1/2 of the NW1/4 of said Section 19, a distance of 1317.08 feet to the Southwest corner of the W1/2 of the NW1/4 of said Section 19, said corner also being the Southwest corner of that tract of land conveyed from Mrs. Martha Minks to John B. Williams, et al., by deed recorded January 16, 1895, in Book 163 at Page 500; thence continuing along the boundaries of said tract conveyed in Book 163 at Page 500 the following courses and distances:
thence North 88°56'37" East, 164.55 feet to the Easterly line of that tract of land described on Film 545 as Reception No. 794230 (McCaslin Boulevard), the TRUE POINT OF BEGINNING,
thence continuing North 88°56'37" East, 231.45 feet to the Southeast corner of said tract;
thence North 00°12'54" West, 330.00 feet to the Northeast corner of said tract;
thence South 88°56'37" West, 169.80 feet to the Easterly line of that tract of land conveyed from Andrew Malczyk to the County of Boulder by deed recorded August 19, 1970 on Film 707 as Reception No. 951934;
thence North 00°10'22" East, along the Easterly line of said tract conveyed as Reception No. 951934 and along the Easterly line of that tract of land conveyed from Rosalinda Ruffenach and Chris C. Rosenbaum to Mrs. Valandin Pankaski by deed recorded June 9, 1908 in Book 327 at Page 435, a distance of 330.72 feet to the South line of Ruffenach and Rosenbaum's Addition to Superior as shown by the recorded plat of said subdivision;
thence North 88°54'00" East along the South line of said subdivision 830.38 feet to the Westerly line of that tract of land conveyed from Andrew Malczyk to the State Highway Department of the State of Colorado by deeds recorded November 21, 1950 in Book 878 at Page 274 and at Page 275;
thence Southeasterly, along the Westerly line of said tract conveyed in Book 878 at Page 274 and Page 275 and along the arc of a curve to the right 303.21 feet, said curve having a radius of 5630.00 feet and a chord that bears South 53°26'43" East, 303.18 feet to the East line of said W1/2 of NW1/4 of Section 19;
thence South 00°03'04" West along the East line of said W1/2 of the NW1/4 of Section 19, a distance of 1696.38 feet to the most Northerly corner of that tract of land described on Film 1249 as Reception No. 545559;

thence South $72^{\circ}24'06''$ West, 351.46 feet along the
Northwesterly line of said tract of land described on Film
1249 as Reception No. 545559 to the most Easterly corner of
that tract of land described on Film 1249 as Reception No.
545209;

thence South $74^{\circ}02'20''$ West, 579.88 feet to the most
Southerly corner of said tract of land described on Film
1249 as Reception No. 545209;

thence North $09^{\circ}36'00''$ West, along the Westerly line of said
tract of land described on Film 1249 as Reception No. 545209
and along the Westerly line of a tract of land described on
Film 1249 as Reception No. 206 to the Northwest corner of
said tract of land described on Film 1249 as Reception No.
545206;

thence North $09^{\circ}20'18''$ West, 1331.84 feet along the Easterly
line of that tract of land described on Film 545 as
Reception No. 794230 (McCaslin Boulevard) to the TRUE POINT
OF BEGINNING.

PARCEL B:

Those parts of the East one-half of the Northwest one-quarter of Section 19, Township 1 South, Range 69 West of the 6th P.M., County of Boulder, State of Colorado, located South and West of the right-of-way for U.S. Highway 36, excepting for Coal Creek Cemetery, being more particularly described as follows:

That part of the East One-Half of the Northwest One-Quarter of Section 19 lying South of U.S. Highway 36, being more particularly described as follows: Commencing at the North One-Quarter Corner of Section 19, T. 1 S., R. 69 W. of the 6th P.M., as monumented by a found, unmarked aluminum cap from which the Northwest Corner of said Section 19, as monumented by a found 2-inch diameter pipe with aluminum cap marked L.S. 2149, bears South $89^{\circ}07'56''$ West; Thence South along the center line of said Section 19 South $00^{\circ}24'29''$ West a distance of 2647.50 feet to the Center One-Quarter Corner of said Section 19 as monumented by a pin and cap marked L.S. 12046, the POINT OF BEGINNING;

Thence South $89^{\circ}20'42''$ West along the center line of said Section 19 a distance of 1297.62 feet;

Thence North $00^{\circ}00'41''$ East along the West line of the East One-Half of the Northwest One-Quarter of said Section 19 a distance of 1797.26 feet to a point on the Southerly right-of-way of U.S. Highway 36 said point lying 2.61 feet Southeasterly of a Colorado Department of Highways right-of-way monument;

Thence departing said West line and along the said Southerly right-of-way line on a curve to the right, having a radius of 5630.00 feet, a chord which bears South $48^{\circ}13'59''$ East and an arc length of 703.06 feet to a point of tangency;

Thence continuing along said right-of-way South $44^{\circ}39'20''$ East a distance of 1105.37 feet to a point on the north-south center line of said Section 19;

Thence departing said right-of-way and along said north-south center line South $00^{\circ}24'29''$ West a distance of 72.73 feet to the Northeast corner of the Coal Creek Cemetery;

Thence departing said center line the following courses around said cemetery:

South $89^{\circ}56'01''$ West a distance of 247.50 feet;
Thence South $00^{\circ}24'29''$ West a distance of 264.00 feet;
Thence North $89^{\circ}56'01''$ East a distance of 247.50 feet to a point lying on the said north-south center line;
Thence South $00^{\circ}24'29''$ West a distance of 191.40 feet to the POINT OF BEGINNING.



A tract or parcel of land No. 29X of the Department of Transportation, State of Colorado, Project No. T 170-1(0) containing 5.089 acres, more or less in the SW 1/4 of Section 18 & the NW 1/4 of Section 19, Township 1 South, Range 69 West, of the Sixth Principal Meridian, in Boulder County, Colorado, said tract or parcel of land being more particularly described as follows:

Beginning at the NW corner of Section 19, T. 1 S., R. 69 W., of the 6th PM: Thence N. 88° 39' 10" E., along the North line of Section 19, a distance of 1300.02 feet along the North line of said Section to the True Point of Beginning:

1. Thence N. 88° 39' 10" E., along the north line of Section 19, a distance of 6.00 feet to the northeasterly right of way line of State Highway 36 (November 1990);
2. Thence S. 0° 11' 30" E., along said right of way line, a distance of 583.76 feet to an angle point in the northeasterly right of way line, said point being marked by a rebar with cap LS #9329;
3. Thence N. 45° 58' 01" W., a distance of 1122.11 feet to the northeasterly right of way line of said State Highway 36;
4. Thence S. 67° 46' 35" E., along said right of way line, a distance of 400.32 feet to a point being marked by a rebar with cap LS #9329;
5. Thence N. 88° 39' 30" E., continuing along said right of way line, a distance of 426.97 feet to a point being marked by a rebar with cap LS #9329;
6. Thence S. 1° 23' 20" E., continuing along said right of way line, a distance of 54.94 feet, more or less, to the True Point of Beginning.

The above described parcel contains 5.089 acres/221,694 square feet, more or less.

Subject to all streets and alleys as platted on Map of Ruffenach and Rosenbaum's addition to Superior. As filed in Plat Book #3 on page 28, in Boulder County.

All bearings are based on a line connecting the NW corner of Section 19, T. 1 S., R. 69 W., 6th PM (Alum. Cap LS #2152) and the N. 1/4 corner of Section 19 (Alum. Cap LS # illegible) as Bearing N. 88°39' 10" E.

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

This First Amendment to Intergovernmental Agreement ("Amendment") is made and entered into to be effective the 15th day of February, 2005, between the City of Louisville, Colorado ("Louisville") and the Town of Superior, Colorado ("Superior") (collectively the "Parties") as the first amendment to the Intergovernmental Agreement between the Parties effective upon certification of the election results of the November 1997 election (the "Agreement").

WHEREAS, the Parties entered into the Agreement, *inter alia*, to provide for sharing of sales taxes on the South Property, which Property was disconnected from Louisville and annexed to Superior; and

WHEREAS, the Agreement limits the amount of residential development on the South Property; and

WHEREAS, it is in the interest of both Parties that sales taxes on the South Property be maximized for the benefit of both Parties; and

WHEREAS, Superior is working with a developer that is willing to develop the South Property for a mixed-use development that includes multi-family housing, which housing will provide opportunities for persons to live and work in the area, thus maximizing the use of and revenue generation from non-residential portions of the development; and

WHEREAS, Superior has represented that this mixed-use development on the South Property is not to contain more than 2,000 dwelling units, and the Town will require a minimum of 250,000 square feet of retail, sales-tax generating development; and

WHEREAS, Louisville is not taking a position on the appropriateness or density of residential uses within Superior; and

WHEREAS, the Parties desire to amend the land use standards of the Agreement that are applicable to the South Property, to allow for additional residential development on the South Property, to set a minimum square footage of retail, sales-tax generating uses, and to provide for a phasing plan requiring the concurrent development of residential and retail uses on the South Property; and

WHEREAS, such amended land use standards shall be applicable to the South Property and enforceable as provided in the Agreement and C.R.S. §29-20-105; and

WHEREAS, the Parties desire to amend the Agreement to prevent either party from soliciting existing businesses to relocate from one jurisdiction to the other; and

WHEREAS, the Parties recognize that the South Property has not developed since the IGA was created and that this Amendment will make the South Property more attractive to the existing development market for the benefit of both Parties; and

WHEREAS, the Parties are authorized by law, including but not limited to C.R.S. §29-1-201 et seq. and C.R.S. §29-20-105, to enter into the agreements, and perform the functions, set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, the Parties agree as follows:

A. Subparagraphs a and b of Paragraph 3 of the Agreement are amended to read in full as follows:

3. Annexation of South Property. If the South Property is annexed to Superior, then the following shall apply:

- a. No more than eight acres of the South Property may be developed for residential retirement/senior housing in one or more buildings not exceeding the height limitation applicable to commercial buildings on the South Property. The balance of the South Property may be developed as a "mixed use" area to include residential dwelling units, office, retail and other uses, subject to provisions hereof.
- b. There shall be a minimum of 250,000 square feet of retail, sales-tax generating development on the South Property. Superior shall require construction of a minimum of 250,000 square feet of retail, sales-tax generating development on the South Property as part of its approval of the Preliminary PD/Zone District Plan for development on the South Property, and Superior shall not permit or approve any development that does not contain such minimum amount of retail, sales-tax generating square footage (exclusive of the retirement/senior housing permitted under 3.a, above). With its approval of the Preliminary PD/Zone District Plan for development on the South Property, Superior shall fix the total number of permitted residential dwelling units

(exclusive of the retirement/senior housing permitted under 3.a, above) to be developed on the South Property. With such approval, Superior shall also require a phasing plan requiring that certificates of occupancy are issued for at least 125,000 square feet of the retail, sales-tax generating development before certificates of occupancy are issued for more than 30 percent of the total number of permitted residential dwelling units or 500 dwelling units, whichever is more, but not to exceed 700 dwelling units (exclusive of the retirement/senior housing permitted under 3.a, above). Additionally, in no event shall certificates of occupancy be issued for 100 percent of the total number of permitted residential dwelling units (exclusive of the retirement/senior housing permitted under 3.a, above) or 2000 dwelling units, whichever is less, prior to issuance of certificates of occupancy for 250,000 square feet of retail, sales-tax generating development.

B. Paragraph 9 of the Agreement is amended to read in full as follows:

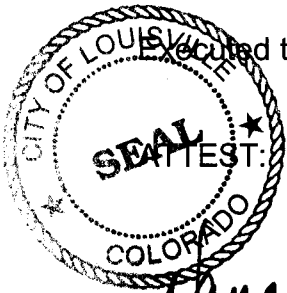
9. No Impairment. Neither Louisville nor Superior shall impair the rights of the other, without the other's consent, to share in the revenues to be collected and shared as described in this Agreement. Further, in recognition of Superior's interest in securing a stable sales tax base, Louisville shall not solicit any retail business located and operating in Superior's jurisdiction by incentives in order to encourage physical relocation of such business to Louisville within five years of the date of issuance of the certificate of occupancy for the 125,000th square feet of retail development on the South Property. In recognition of Louisville's interest in securing a stable sales tax base, Superior shall not solicit any retail business located and operating in Louisville's jurisdiction by incentives in order to encourage physical relocation of such business to Superior within five years of the date of issuance of the certificate of occupancy for the 125,000th square feet of retail development on the South Property. For purposes of this paragraph, "incentive" is limited to sales tax increment financing, sales tax reimbursements or waivers of fees charged to similarly situated development by the jurisdiction; and "physical relocation" means closing an existing sales tax generating retail operation in one jurisdiction in order to open the same retail operation in the other jurisdiction.

C. Paragraph 14 of the Agreement is amended to read in full as follows:

14. Sales Tax Revenue. The amount of sales tax revenues from the South Property to be shared with Louisville pursuant to this Agreement, and the amount of sales tax revenues from the North Property to be shared with Superior pursuant to this Agreement, shall not be affected or reduced by any sales tax increment finance plan, and neither party shall implement any sales tax increment finance plan that would have such effect.

D. Except as specifically amended herein, the Agreement shall remain in full force and effect.

Executed to be effective as of the date first set forth above.



CITY OF LOUISVILLE

By: _____

Charles L. Sisk, Mayor

Nancy Varra
Nancy Varra, City Clerk

APPROVED AS TO FORM:

By: _____
Light, Harrington & Dawes, P.C.
City Attorney

TOWN OF SUPERIOR

ATTEST:

Phyllis L. Hardin
Phyllis L. Hardin, Town Clerk

By: _____
Mark Hamilton, Mayor

APPROVED AS TO FORM:

By: _____
Dietze and Davis, P.C.
Town Attorney