

Open Space Advisory Board

Agenda

**Council Chambers
749 Main Street
Wednesday, September 24, 2025
6:45 PM**

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.

- Call in to: +1 719 359 4580 or 833 548 0276 (Toll Free)
Webinar ID: 883 0746 0025 or
- You can log in via your computer. Please visit the City's website here to link to the meeting: www.louisvilleco.gov/osab

The Board will accommodate public comments during the meeting. Anyone may also email comments to the Council prior to the meeting at EmberB@LouisvilleCO.gov.

1. 6:45 pm Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Minutes
5. 6:55 pm Public Hearing: Advent Health GDP Amendment and Land Dedication Review. Presented by Rob Zuccaro, Community Development Director (45 Minutes)
 - Staff Report
 - Board Questions
 - Public Comment – 3 minutes each
 - Board Discussion and Action (Roll call vote of OSAB and record each member's vote)

Persons planning to attend the meeting who need sign language interpretation, translation services, assisted listening systems, Braille, taped material, or special transportation, should contact the City Clerk's Office at 303 335-4574 or ClerksOffice@LouisvilleCO.gov. A forty-eight-hour notice is requested.

Si requiere una copia en español de esta publicación o necesita un intérprete durante la reunión, por favor llame a la Ciudad al 303.335.4536 o 303.335.4574.

6. 8:10 pm Discussion Items for Next Meeting October 8th, 2025
 - Public Hearing: 1155 Pine St, Preliminary PUD and Plat- Public Land Dedication.
 - “Open Space Candidate Parcels: Opportunities for Preserving Open Space and Improving Trail Connectivity”- Ranking Properties
 - “Open Space Candidate Parcels: Opportunities for Preserving Open Space and Improving Trail Connectivity”- Determine Format for City Council Meeting in November
 - Discussion Items for Joint Meeting with Superior in November
7. Adjourn

Open Space Advisory Board Meeting Minutes

Wednesday, September 10, 2025, 5:00pm

Ajax Meeting Room, 900 West Via Appia, Louisville Recreation Center 5:00 pm**Field Tour Starting at 5:30 pm**

1. **5:00 pm Call to Order**
 - Ben has resigned effective immediately
2. **Roll Call**
 - All present except for Ben
 - Susan joining remotely
3. **Approval of Agenda**
 - Approved
4. **Approval of Minutes**
 - Approved
5. **5:05 pm Public Comments on Items Not on the Agenda (5 minutes, more time as needed)**
 - None
6. **5:10 pm Board Updates (10 Minutes)**
 - LOSA Letter to City Council Regarding Open Space Issues
 - Parks is going to pull funds from conservation trust fund shared pool of money for 2026 Budget. City Leadership wants to continue to allow Parks to use additional funds going forward. This will be discussed in future years. OSAB will continue to monitor.
 - New Meeting: September 24th, 2025, 6:45 pm Quasi-Judicial Meeting Regarding Land Dedication
 - Graham and Marc met with their counter part(s) in Lafayette. He's attempting to schedule future meetings, but they aren't being responsive.
 - Susan will follow up with the Chair to see if she can make progress.
7. **5:20 pm Discussion Item: Acquisition Reserve Update. Presented by Andy Dorsey, OSAB Vice-Chair (10 Minutes)**
 - Susan and Andy Dorsey Updates to City Council on 9/2/25 Council Meeting
 - i. City Council is considering capping the 2C Open Space fund at 5million, which will be met in ten years based on current projections.
 - ii. Susan suggested a 10million cap accumulated over a twenty-year period
 - iii. Andy asks if other City funds have similar caps? Susan said the language in the ordinance requires a cap.

- iv. Graham expressed concern about sending the message to City Council that the amount will stay stagnant overtime.
- v. Andy expressed some support for Graham's position to not specify a cap and instead express support for a higher cap in general terms.
- vi. Susan will revise the draft based on OSAB feedback
- vii. Discussion about 101 Cherry Street acquisition funding. The funding mechanisms are being discussed by City Council.

**8. 5:30 pm: Field Tour to View Potential Open Space Candidate Parcels:
Opportunities for Preserving Open Space and Improving Trail Connectivity.**

- *OSAB members and the public will meet at the southwest corner of the Louisville Recreation Center parking lot (900 West Via Appia).*
- *OSAB members will be transported by van to several sites unless they opt to travel in a personal vehicle.*
- *Transportation will not be provided to the public. The public may follow in private vehicles.*
- *Formal board discussion will not occur in the vehicle between property stops. Any discussion and voting regarding the field tour will occur at the October 8, 2025, board meeting.*

9. 8:10 pm Discussion Items for Next Meeting October 8th, 2025

- Public Hearings: Preliminary PUD and Plat – Public Land Dedication.
- “Open Space Candidate Parcels: Opportunities for Preserving Open Space and Improving Trail Connectivity”- Ranking Properties
- “Open Space Candidate Parcels: Opportunities for Preserving Open Space and Improving Trail Connectivity”- Determine Format for City Council Meeting on November 10, 2025
- Discussion Items for Joint Meeting with Superior in November

10. Adjourn

ITEM: ZON-000555-2025 – Avista Adventist Hospital GDP, Amendment No. 2

STAFF: Rob Zuccaro, AICP, Community Development Director

REQUEST: Approval of Resolution 01, Series 2025 recommending to the City Council approval of a public use dedication of approximately 7.5 acres to be designated Open Space as part of the Avista Adventists Hospital General Development Plan, Amendment No. 2

SUMMARY:

Portercare Adventist Health Systems requests two simultaneous amendments to the Avista Adventist Hospital General Development Plan (GDP) and the ConocoPhillips Campus GDP (Redtail Ridge). GDPs are required when a property is zoned Planned Community Zone District (PCZD). This zone district is reserved for larger, master planned developments and the GDP serves to establish the overall development plan and zoning standards for the development.

One of the primary purposes of the requested amendments is to “swap development rights” by removing unused development allocation (square feet of allowed building area) from the Avista Adventist Hospital GDP and adding a similar development allocation to a parcel within the ConocoPhillips Campus GDP that is owned by Portercare Adventist Health Systems. The ConocoPhillips Campus GDP amendment would also establish building height and bulk standards for a new hospital campus.

Specific to OSAB’s review authority, the property owner is also proposing dedication of an approximate 7.5-acre parcel to the City for use as open space within the Avista Adventist Hospital GDP boundaries (see Lot B on proposed GDP amendment, Attachment No. 2). The proposed land dedication covers approximately half of a 15-acre parcel listed on OSAB’s 2023 Candidate Open Space Ranking map as a *High Priority* (Parcel DD). The property owner requests that the City manage the new open space parcel as Open Space-Preserved Land as defined under City Charter, and that the City does not develop public trails, trailheads or other amenities on the parcel, unless such agreement is amended in the future.

This public land dedication is not being made to meet a municipal code requirement for public use dedications, as the property is already subdivided and no new development is proposed within the Avista Adventist Hospital GDP area. Public use dedications are required when a property is initially subdivided, totaling 12% of commercial areas and 15% of residential areas, or cash in lieu of land dedication ([LMC Sec. 16.16.060](#)). Additional public use dedications may be required as part of the Planned Unit Development (PUD) approval process when development occurs within the GDP area if certain criteria are met ([LMC Sec. 17.28.080](#)). This application does not include a PUD development proposal.

Figure 1: Proposed Open Space Dedication Area

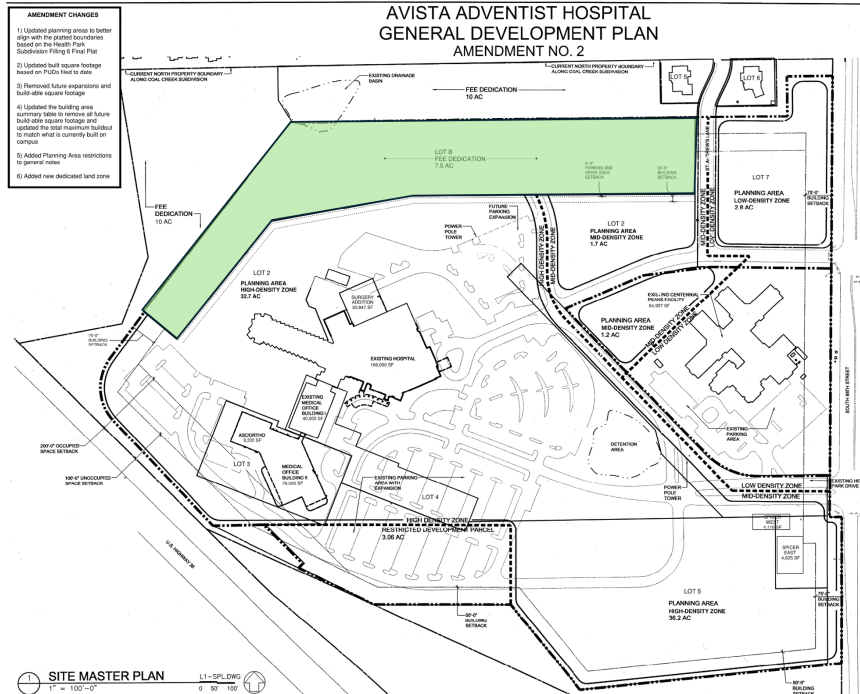
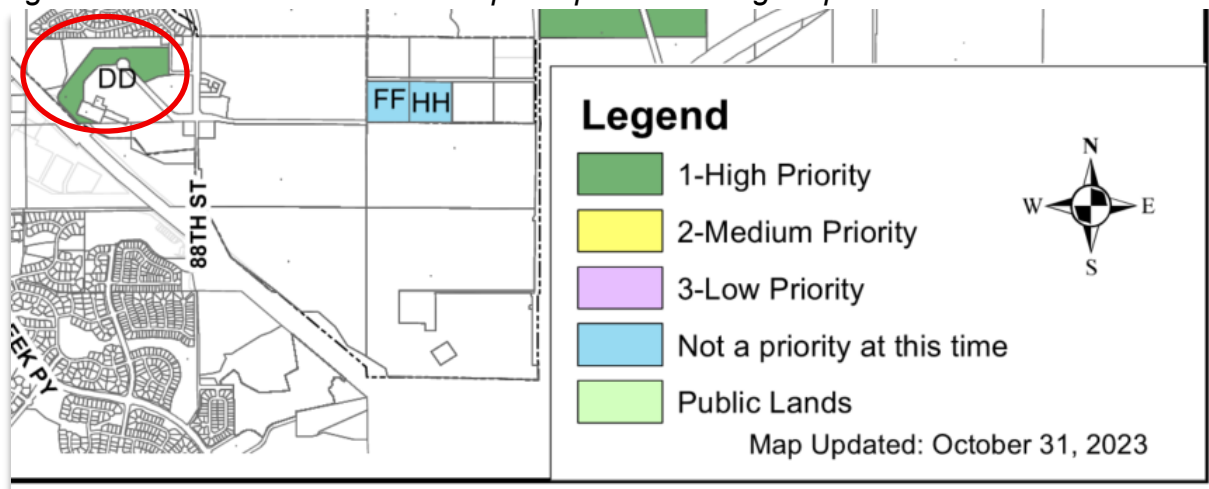


Figure 2: Aerial of Proposed Open Space Dedication Area



Figure 3: OSAB 2023 Candidate Open Space Ranking Map



BACKGROUND

The original Avista Adventist Hospital campus was annexed into the City in 1986 and zoned Agriculture. The property was then platted and developed as the Centennial Health Park, starting in 1987. There have been six subdivision plat amendments, with the last amendment taking place in 2002. The subdivision plats have resulted in the establishment of multiple parcels for the development of medical facilities and offices, public utility and access easements, and right of way dedication for Health Park Drive.

- 1987 – Health Park Subdivision Filing No. 1
- 1988 – Health Park Subdivision Filing No. 2
- 1990 – Health Park Subdivision Filing No. 3
- 1990 – Health Park Subdivision Filing No. 4
- 1996 – Health Park Subdivision Filing No. 5
- 2002 – Health Park Subdivision Filing No. 6

In 1998, a portion of the subject property was rezoned to Planned Community Zone District – Commercial (PCZD-C) along with approval of the initial GDP for the property. In 2002, an additional 13 acres parcel on the north side of the property was annexed, zoned to PCZD-C, and incorporated in the Avista Hospital GDP area.

- 1998 Avista Adventist Hospital GDP
- 2002 Avista Adventist Hospital GDP (Amendment No. 1)

As part of the 2002 annexation, a 10-acre open space parcel on the side of the GDP area was dedicated for open space (see Attachment No. 5 for Annexation Agreement, Section 15). This dedication was required by the US 36 Corridor Comprehensive Development Plan Intergovernmental Agreement (IGA) and First Amendment to the Agreement, which specifically addressed the open space dedication requirement.

- 2000 - US 36 Corridor Comprehensive Development Plan IGA
- 2002 - First Amendment to the US 36 Corridor Comprehensive Development Plan IGA

The proposed public use dedication area is contiguous to the original 10-acre open space parcel, extending the overall open space parcel to approximately 17.5 acres.

Current development with the Avista Adventist Hospital GDP includes the AdventHealth Avista Hospital and associated medical office buildings, and Centennial Peaks Hospital. The 2002 Avista Adventist Hospital GDP includes a maximum development cap of 750,000 sq. ft. of building area. The existing development within the Avista Adventist Hospital GDP boundaries total 398,694 sq. ft. of building area, with 351,306 sq. ft. remaining for future development.

ANALYSIS:

[Louisville Municipal Code \(LMC\) Sec. 4.02.050](#) states that the Open Space Advisory Board (OSAB) is to hold a public hearing to review any development application with a proposal for public use dedication. Subsection B outlines the intent and scope of the review.

LMC Sec. 4.02.050.B.

The intent of the board's review is to advise the planning commission and city council on those parts of the land development application related to:

- 1. Open space dedication and planning within the project boundaries, including the preferred locations for open space and whether the application meets the criteria for open space development set forth in the Charter, city Code and other city-adopted policies;*
- 2. Development of trails and trail connections;*
- 3. Land management standards and landscaping for private common open space;*
- 4. Infrastructure or improvements relating to open space; and*
- 5. If the application does not include an open space dedication, the board may recommend that the application be revised to include an open space element.*

The [2013 Comprehensive Plan](#) does not have specific policies related to acquisition of open space. The Plan includes the property as part of the Phillips 66 Special District, which is designated as a Rural special district. There are no specific policies for the Phillips 66 Special District related to acquisition of open space.

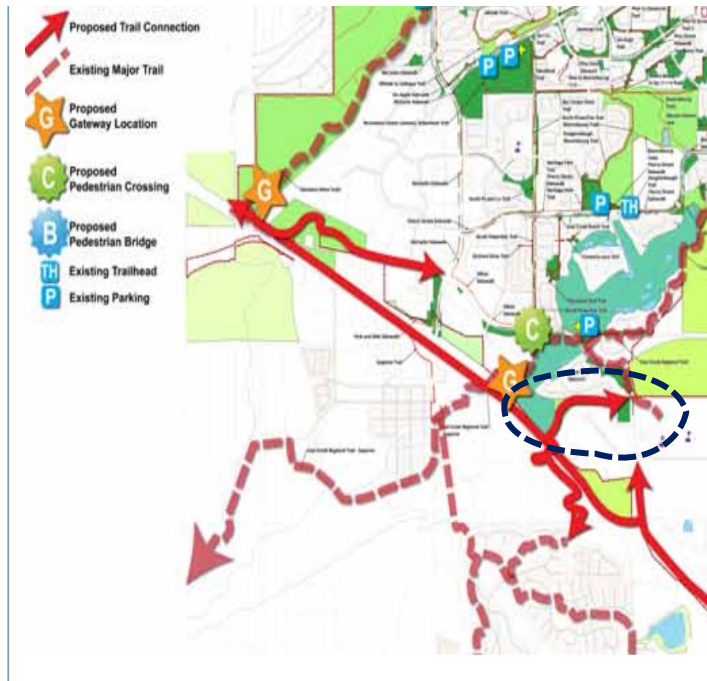
- see pp. 35-36 for Special Districts
- see pp. 45-46 for Parks, Recreation, Open Space, and Trails (PROST) plan elements

The PROST element of the Comprehensive includes a trail connectivity map that shows a proposed new trail connection through the existing 10-acres of open space that was dedicated in 2002. This trail would connect existing trails along 88th Street to the US 36 trail system. There have been past planning efforts to determine a preferred alignment of this trail, but it has not yet been constructed. The applicant has requested that the additional 7.5-acre dedication area not include improvements such as trails.

The applicant requests that the new public dedication area be designed as Open Space-Preserved land with no trails, trail heads or other amenities located within the parcel. This would limit any infrastructure and improvements within the area.

Once the dedication is finalized, OSAB will work with staff to identify management objectives for the property.

Figure 4: Planned Trail Connection North of Open Space Dedication Area



As previously noted, this public use dedication is not being made as part of a municipal code requirement and is being offered by the applicant based on the city's request and designation of the parcel as a high priority for open space acquisition. The applicant does not anticipate a need for use of the property considering that they are proposing to remove future development allowances on the property.

PUBLIC COMMENTS:

See Attachment No. 6 for public comments.

STAFF RECOMMENDATION:

Staff recommend approval of Resolution 01, Series 2025 recommending to the City Council approval of a public use dedication of approximately 7.5 acres to be designated Open Space as part of the Avista Adventists Hospital General Development Plan, Amendment No. 2

ATTACHMENTS:

1. OSAB Resolution 01, Series 2025
2. Proposed Avista Adventist Hospital GDP Amendment No. 1
3. Proposed ConocoPhillips Campus GDP Amendment No. 1
4. 2023 Candidate Open Space Ranking map
5. PorterCare Adventist System Annexation Agreement
6. Public Comments

**RESOLUTION NO. 01
SERIES 2025**

**A RESOLUTION RECOMMENDING TO THE CITY COUNCIL APPROVAL OF A
PUBLIC USE DEDICATION OF APPROXIMATELY 7.5 ACRES TO BE DESIGNATED
OPEN SPACE AS PART OF THE AVISTA ADVENTISTS HOSPITAL GENERAL
DEVELOPMENT PLAN, AMENDMENT NO. 2**

WHEREAS, Portercare Adventist Health Systems has applied for an amendment to the Avista Adventist Hospital General Development Plan, which includes the dedication of an approximate 7.5-acre parcel for open space, revising the maximum allowed development area, and revising setback standards and other associated development notes; and

WHEREAS, Section 4.02.050 of the Louisville Municipal Code outlines the process and standards for the Open Space Advisory Board to review development applications at a public hearing and make a recommendation to the City Council on the relevant aspects of those applications; and

WHEREAS, the Open Space Advisory Board has considered the application at a duly noticed public hearing on September 24, 2025, where evidence and testimony were entered into the record.

NOW THEREFORE, BE IT RESOLVED that the Open Space Advisory Board of the City of Louisville, Colorado does hereby recommend to the City Council approval of a public use dedication of approximately 7.5 acres to be designated Open Space as part of the Avista Adventists Hospital General Development Plan, Amendment No. 2.

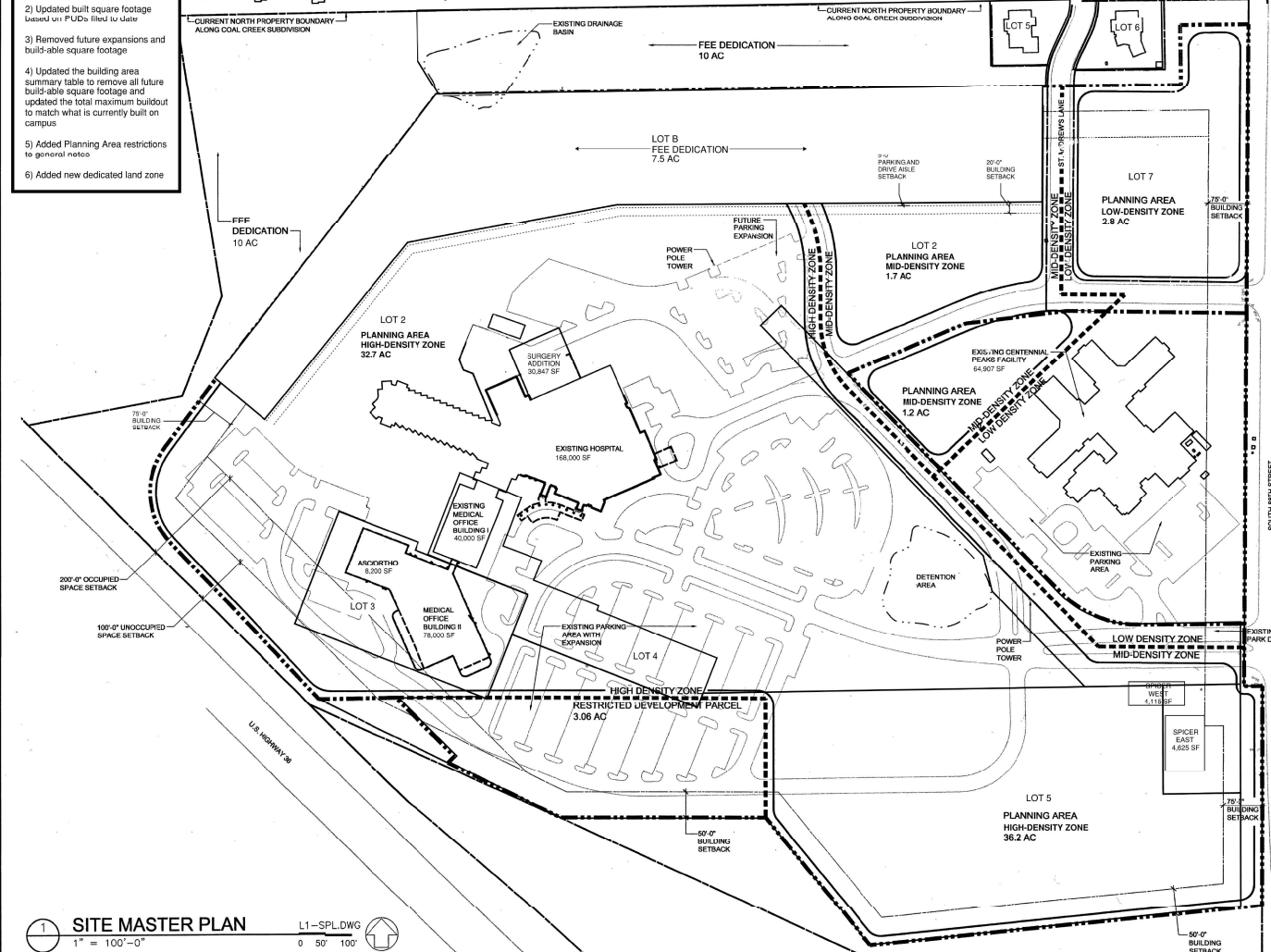
PASSED AND ADOPTED this 24th day of September, 2025.

By: _____
Susan McEachern, Chair
Open Space Advisory Board

Attest: _____
Brad Pugh, Secretary
Open Space Advisory Board

- AMENDMENT CHANGES**
- Updated planning areas to better align with the platted boundaries based on the Health Park Subdivision Filing & Final Plat
 - Updated built square footage based on PUDs filed to date
 - Removed future expansions and build-able square footage
 - Updated the building area summary table to remove all future build-able square footage and updated the total maximum buildout to match what is currently built on campus
 - Added Planning Area restrictions to general notes
 - Added new dedicated land zone

AVISTA ADVENTIST HOSPITAL GENERAL DEVELOPMENT PLAN AMENDMENT NO. 2



SITE MASTER PLAN
1" = 100'-0"
L1-SPL.DWG
0 50' 100'

CITY COUNCIL CERTIFICATE
APPROVED THIS DAY OF
20, BY THE CITY COUNCIL OF THE CITY
OF LOUISVILLE, COLORADO.
RESOLUTION NO. _____ SERIES _____

PLANNING COMMISSION CERTIFICATE
APPROVED THIS DAY OF
20, BY THE PLANNING COMMISSION OF
THE CITY OF LOUISVILLE, COLORADO.
RESOLUTION NO. _____ SERIES _____

CITY CLERK

MAYOR

OWNERSHIP SIGNATURE BLOCK
BY SIGNING THIS GDP, THE OWNER ACKNOWLEDGES AND ACCEPTS ALL THE
REQUIREMENTS OF AND PLANS, SPECIFICATIONS BY THE CITY OF LOUISVILLE, COLORADO.
WITNESS OUR HANDS AND SEALS THIS DAY OF
20, _____

OWNER
PORTERKARE ADVENTIST HEALTH SYSTEM
A COLORADO NONPROFIT CORPORATION

BY: _____
TREASURER

NOTARY

RECEPTION NUMBER

LOT 8 SHALL BE DEDICATED TO THE CITY OF LOUISVILLE AS OPEN SPACE
IN ACCORDANCE WITH THE (INSERT AGREEMENT NAME AND DATE)
RECORDED WITH THE BOULDER COUNTY CLERK AND RECORDER UNDER
RECEPTION NUMBER (INSERT RECEPTION NUMBER). THE OPEN SPACE
SHALL BE MANAGED AS OPEN SPACE-PRESERVED LAND AS DEFINED
UNDER CITY CHARTER, AND NO TRAILS, TRAIL HEADS, OR OTHER
AMENITIES SHALL BE ALLOWED ON THE PARCEL.

DEVELOPMENT CHARACTER GUIDELINE
THE FOLLOWING GUIDELINES PROVIDE A STANDARD OF CHARACTER FOR
DEVELOPMENT:
• CAMPUS-TYPE DEVELOPMENT OF UNIFIED AND CONSISTENT SITE AND
ARCHITECTURAL ELEMENTS
• CLUSTERED AND INDEPENDENT BUILDINGS OF 1-4 STORIES, POSSIBLY
WITH BASEMENTS
• COMMON MEDICAL USES
• OPEN SPACE NETWORK OF LAWN AND PLANTING AREAS ENHANCING
VIEWS AND CONNECTED WITH PEDESTRIAN PATHS
• VISUAL AND RECREATIONAL VARIETY AND AN ENVIRONMENTAL RICHNESS
SYSTEMS
• EVENLY DISTRIBUTED PAVED PARKING AREAS TO CONVENIENTLY
SERVE EACH FACILITY, VISUALLY BUFFERED BY LANDSCAPING.

GENERAL NOTES:
1. DEVELOPMENT WILL BE SUBJECT TO THE CITY OF LOUISVILLE
COMMERCIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES AS
AMENDED FROM TIME TO TIME
2. APPLICANT WILL NEED TO DEMONSTRATE HEIGHT NEEDED FOR
MEDICAL OFFICES IN THE HIGH DENSITY ZONE GREATER THAN 67'
(INCLUDING ROOFTOP MECHANICAL)
3. FREESTANDING CHURCHES SHALL REQUIRE SPECIAL REVIEW USE
APPROVAL
4. DESIGNATED PLANNING AREAS CAN BE USED FOR FUTURE BUILDS IF
AN EXISTING BUILDING IS DEMOLISHED AND THE TOTAL CAMPUS SF
FLOOR AREA EXCEEDS THE TOTAL SF OF THE EXISTING BUILDING IN THE
BUILDING SQUARE FOOT SUMMARY TABLE

PERMITTED USES
USES INTENDED TO SERVE OR SUPPORT THE PRIMARY FUNCTION OF
THE CITY OF LOUISVILLE

USE	COMMENTS/REMARKS
• professional, business, & administrative offices	—
• hospitals & medical clinics	—
• diagnosis, treatment, & care of human ailments	—
• doctor's offices	—
• pharmacies	—
• mental health centers	—
• nursing & rest homes	—
• small & large child care centers	—
• convalescent & retirement homes	—
• guest residences	—
• overnight accommodations for families/visitors of hospital bound or terminally ill patients	—
• restaurants, cafeterias, or cafes for use by patients, visitors, staff, & employees	—
• for rehabilitative needs of patients or general fitness of staff	—
• learning establishments to serve staff and employees of campus	—
• medical equipment stores, libraries, gift shops, or other medically related goods for campus, not general public, consumption	—
• evolving uses of health care industry	—
• places of worship typically found within religiously affiliated health care facilities	—
• internal campus open space and trails for private/public use and access	—
• surface and structured parking	—
• dining facilities	—
• physical fitness facilities	—
• financial facilities	—
• specialty sales or distribution offices	—
• other medically related facilities	—
• churches	—
• pedestrian plazas & ways	—
• parking lots & parking buildings	—

BUILDING SETBACK SUMMARY
20' FROM NORTH PROPERTY BOUNDARY FOR THREE-STORY DEVELOPMENT
75' FROM SOUTH 88TH STREET R.O.W.
50' FROM SOUTH PROPERTY BOUNDARY
200' FROM U.S. 36
75' ALONG GOLF COURSE

PARKING AND DRIVE ABLE SETBACK
5' FROM NORTH PROPERTY BOUNDARY

BUILDING HEIGHT SUMMARY
BUILDING HEIGHT GUIDELINES
14'-0" FLOOR TO FLOOR HEIGHT
14'-0" BASEMENT HEIGHT
4'-0" PARAPET HEIGHT
14'-0" MECHANICAL PENTHOUSE HEIGHT
BUILDING HEIGHT PARAMETERS
• LOW DENSITY ZONE: 1-2 STORIES
30'-0" MAXIMUM BUILDING HEIGHT FOR RESIDENTIAL STYLE STRUCTURES WITH PITCHED ROOFS
28'-0" MAXIMUM BUILDING HEIGHT FOR ALL OTHER STRUCTURES
32'-0" PARAPET HEIGHT
42'-0" MECHANICAL PENTHOUSE HEIGHT
• MID-DENSITY ZONE: 3-3 STORIES
42'-0" MAXIMUM BUILDING HEIGHT
46'-0" PARAPET HEIGHT
56'-0" MECHANICAL PENTHOUSE HEIGHT
• HIGH DENSITY ZONE: 4 STORIES MAXIMUM PLUS BASEMENT
67'-0" MAXIMUM BUILDING HEIGHT
67'-0" PARAPET HEIGHT
77'-0" MECHANICAL PENTHOUSE HEIGHT
RESTRICTED DEVELOPMENT PARCEL
THE DEVELOPMENT ON THIS PARCEL IS RESTRICTED TO SURFACE PARKING, NO STRUCTURES OF ANY KIND ARE ACCEPTED ON THIS PARCEL.

PARKING SUMMARY
(parking structures are allowed on the campus except for within the restricted area)

	Gross Area (SF)	Parking Ratio	Parking (Spaces/SF)	Provided
EXISTING FACILITIES				
Hospital	170,000			
MOB I	40,000			
MOB II	80,000			
Total	290,000		3.51,000	1,059
PROPOSED FACILITIES				
High Density Zone			3.51,000	
Mid-Density Zone			51,000	
Low Density Zone			61,000	

SITE INFORMATION

TOTAL ACREAGE	63.14 acres (2,730,379 SF)
EXISTING FACILITIES:	
MOB I	108,847 SF
MOB II	40,000 SF
MOB III	80,000 SF
Central Peak Facility	84,007 SF
Spicer Residence	4,000 SF
West	4,000 SF
East	4,000 SF
South	4,000 SF
North	4,000 SF
PROPOSED FACILITIES:	
PCDD-1	1,115 SF
PCDD-2	1,115 SF
Future Phases:	
Planning Areas (Buildable SF)	0 SF
Total Maximum Buildout	398,694 SF

SMITHGROUP
1675 LOGAN ST.
SUITE 500
DENVER, CO 80202
303.832.3272
smithgroup.com

Kimley»Horn
1125 17TH ST
SUITE 180
DENVER, CO 80202
303.448.4000
kimley-horn.com

ISSUE/REVISION	DATE	NO.
GDP CITY RESPONSE #1 R1	9/21/2025	
GDP CITY RESPONSE #1	7/18/2025	
GDP AMENDMENT	6/20/2025	

AVISTA ADVENTIST HOSPITAL
100 HEALTH PARK DR.
LOUISVILLE, CO
CENTURA HEALTH

GENERAL DEVELOPMENT PLAN AMENDMENT NO. 2

DRAWN BY	TEAM
CHK'D BY	TEAM
SHEET FILE	

SHEET NUMBER
1 OF 1

CONOCOPHILLIPS CAMPUS

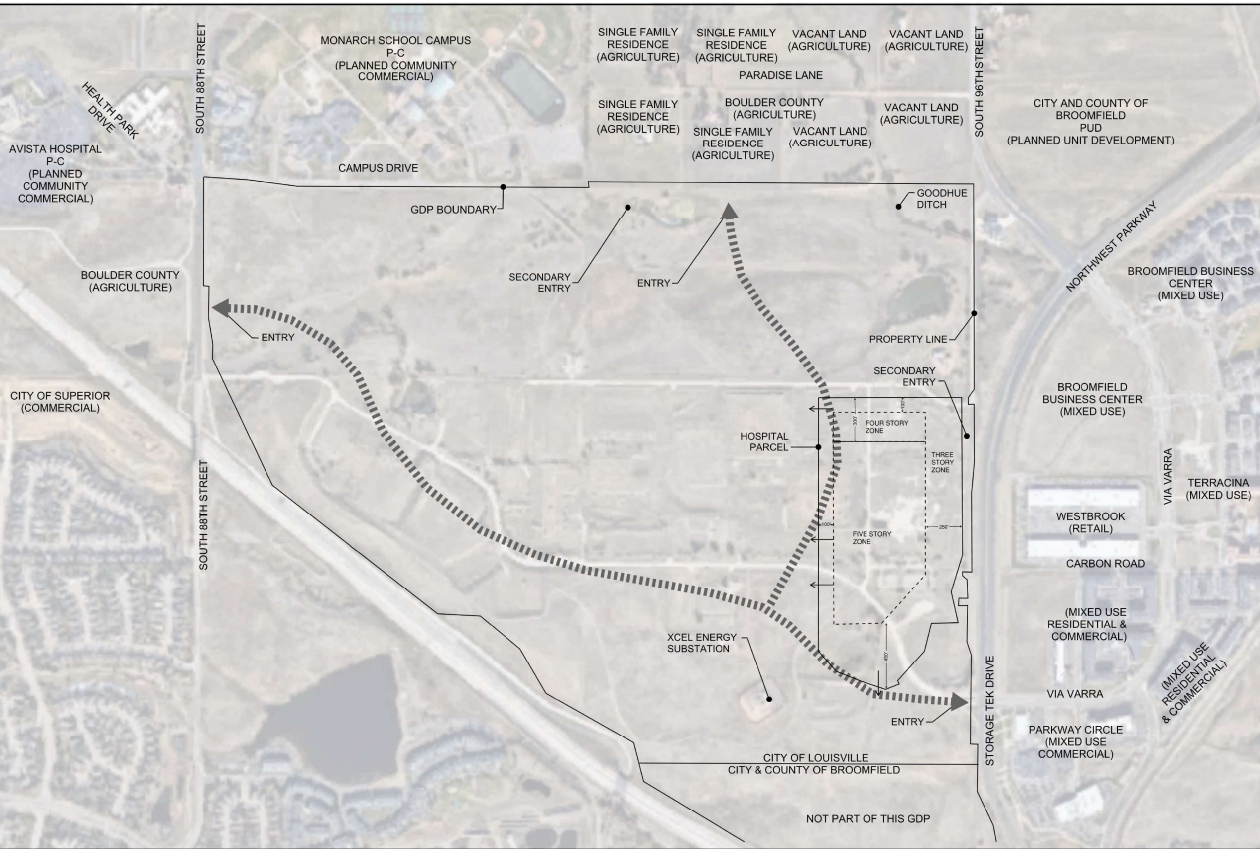
GENERAL DEVELOPMENT PLAN AMENDMENT 1

A PART OF THE SOUTH HALF OF SECTION 20, THE NORTH HALF SECTION 29,
TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M.
SHEET 1 OF 1

AMENDMENT CHANGES

THE PURPOSE OF THIS AMENDMENT IS SPECIFICALLY FOR THE HOSPITAL PARCEL AND THE REST OF THE RETAIL DEVELOPMENT REMAINS UNCHANGED.

- 1) Additional note for the allowable square footage transfer from the Avista Adventist Hospital 2002 GDP.
- 2) Addition of hospital and medical office building uses to the "Permitted Uses" for better clarity on specific uses.
- 3) Updated yard and bulk requirements to include the allowable height for the hospital parcel only.
- 4) Updated aerial graphic
- 5) Added Hospital Parcel and density zoning to graphic
- 6) Added Hospital Parcel building massing design parameters



GENERAL DEVELOPMENT PLAN

RECEPTION NUMBER

CERTIFICATIONS/SIGNATURE BLOCKS

CITY COUNCIL CERTIFICATION:

APPROVED THIS _____ DAY OF _____, 20____, BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.
RESOLUTION NO. _____ SERIES _____

MAYOR SIGNATURE

PLANNING COMMISSION CERTIFICATION:

APPROVED THIS _____ DAY OF _____, 20____, BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.
RESOLUTION NO. _____ SERIES _____

OWNERSHIP SIGNATURE BLOCK:

BY SIGNING THIS GDP, THE OWNER ACKNOWLEDGES AND ACCEPTS ALL THE REQUIREMENTS AND INTENT SET FORTH IN THIS GDP, WITNESS OUR HANDS AND SEALS

THIS _____ DAY OF _____, 20____

OWNER
PORTER CARE ADVENTIST HEALTH SYSTEM
A DIVISION OF ADVENTIST HEALTH SYSTEM

BY: SIGNATURE

TITLE

NOTARY NAME AND SIGNATURE

MY COMMISSION EXPIRES

GENERAL NOTES:

1. DEVELOPMENT SHALL CONFORM AND BE CONSISTENT WITH THE LOUISVILLE MUNICIPAL CODE AND THE COMMERCIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES UNLESS OTHERWISE WAIVED OR MODIFIED BY THE CITY COUNCIL THROUGH THE PUD DEVELOPMENT PLAN PROCESS.
2. THE CAMPUS SECURITY BOUNDARY WILL NOT EXTEND OUTSIDE THE SITE BOUNDARY.
3. TRAVEL OVER A HIGHWAY INTERSECTION WITHIN AND AROUND THE SITE IS PROHIBITED. INTERSECTION, PRIVATE DRIVEWAY AND ARE CONCEPTUAL ONLY AND SUBJECT TO MODIFICATION.
4. EXISTING FREE STANDING CURBS EXCEPT WITHIN LOT SHALL CONSTITUTE A PERMISSIBLE NON CONFORMING USE.
5. PUBLIC LAND DEDICATION OF AT LEAST 12% WILL COMPLY WITH SECTION 16.16.06.0.B OF THE LOUISVILLE MUNICIPAL CODE.

SITE INFORMATION

GROSS DEVELOPABLE AREA (PUD BOUNDARY)	391.715 ACRES (MINIMUM 0.10 F.A.R. 1" PER 1000 S.F. OF GROSS AREA)
ZONING:	PLANNED COMMUNITY ZONED DISTRICT (PCDZ); COMMERCIAL WITH PUD-C OVERLAY
PLANNED ACCESS:	NORTHWEST PARKWAY, CAMPUS DRIVE, SOUTH 88TH STREET

* THE F.A.R. APPLIES TO THE GROSS AREA OF THE ENTIRE DEVELOPMENT AND IS NOT PARCEL SPECIFIC. THIS GDP ACKNOWLEDGES AN ADDITIONAL 364,400 SF ALLOCATED TO THE HOSPITAL PARCEL, ON TOP OF THE ALLOCATED DEVELOPMENT SQUARE FOOTAGE THE 364,400 SF IS IN CONFORMANCE WITH A DENSITY DENSITY FROM A LOCALITY PLAN 1.

PERMITTED USES

PERMITTED USE	COMMENTS / REMARKS	PARKING REQUIREMENTS
PROFESSIONAL, BUSINESS, AND ADMINISTRATIVE OFFICES	-	4.1 / 1,000 S.F.
EDUCATIONAL AND TRAINING FACILITIES	MEETING ROOMS AND SOCIAL SPACE FOR EMPLOYEES AND VISITORS	6.5 / 1,000 S.F.
PRIVATE SHORT TERM LODGING FOR CONOCOPHILLIPS EMPLOYEES AND GUESTS	OVERNIGHT ACCOMMODATIONS FOR EMPLOYEES/VISITORS	0.5 / ROOM
PEDESTRIAN PLAZAS AND PEDESTRIAN WAYS	-	-
PRIVATE, NONCOMMERCIAL, RECREATIONAL AND SOCIAL FACILITIES	-	1.1 / 1,000 S.F.
PARKING LOTS AND PARKING BUILDINGS	SURFACE AND STRUCTURED PARKING	-
CAMPUS ORIENTED CHILDCARE CENTER	PRIVATE CHILDCARE FOR EMPLOYEES	1.5 SPACES PER TEACHER PLUS ONE SPACE PER ADMINISTRATIVE EMPLOYEE
RESEARCH OFFICE AND CORPORATE USES AND FACILITIES FOR THE RESEARCH, DEVELOPMENT, MANUFACTURING, FABRICATION, PROCESSING, OR ASSEMBLY OF SCIENTIFIC OR TECHNICAL PRODUCTS, OR OTHER PRODUCTS	-	1.25 / 1,000 S.F.
BUILDING MOUNTED CAMS FACILITIES	-	-
CAMPUS ORIENTED FOOD SERVICE	RESTAURANTS, CAFETERIAS, OR CAFES FOR USE BY EMPLOYEES/VISITORS INTEGRATED THROUGHOUT THE CAMPUS	-
COMMERCIAL USES, INCLUDING BUT NOT LIMITED TO BULK CONTRACTING SUPPLY, TRUCKS, TRANSPORTATION CENTERS AND SERVICES, WAREHOUSES AND STORAGE FACILITIES	STORAGE OF MATERIALS IN SUPPORT OF THE CAMPUS RESEARCH AND DEVELOPMENT FACILITY, HELD AND SPECIAL RESERVE USES, HOSPITAL, MEDICAL OFFICE BUILDINGS, TO ALLOW THE EXISTING SANITARY LEFT STATION, POTENTIAL SUBSURFACE GEO EXCHANGE FIELD, SOLAR PANELS, BUILDING MOUNTED WIND POWERED ELECTRICAL GENERATION FACILITIES, AND CENTRAL MECHANICAL, ELECTRICAL, AND PLUMBING FACILITY	1.1 / 1,000 S.F.
PRIVATE UTILITY USES	-	-
OTHER USES AS ESTABLISHED BY THE CITY COUNCIL, ALL FORTH TO BE SPECIFICALLY COMPATIBLE FOR COMMERCIAL AND OFFICE PLANNING AREAS	-	-

YARD AND BULK REQUIREMENTS

1. OTHER THAN FOR THE HOSPITAL PARCEL, MINIMUM BUILDING HEIGHTS SHALL BE BASED ON THE CONOCOPHILLIPS CAMPUS GDP (RECEPTION NO. 030878). STANDARDS FOR THE HOSPITAL PARCEL ARE NOTED BELOW.

MINIMUM BUILDING SETBACKS
(FOR BUILDING FOOTPRINTS LESS THAN OR EQUAL TO 30,000 GROSS SQUARE FEET)

STREET R.O.W. LINE	30 FT.
ARTERIAL STREET	30 FT.
COLLECTOR STREET	20 FT.
INTERNAL PRIVATE DRIVE	10 FT.

(FOR BUILDING FOOTPRINTS GREATER THAN OR EQUAL TO 30,000 GROSS SQUARE FEET)

STREET R.O.W. LINE	50 FT.
ARTERIAL STREET	40 FT.
COLLECTOR STREET	30 FT.
INTERNAL PRIVATE DRIVE	10 FT.

MINIMUM PARKING SETBACKS
(FROM ALL PERMITTER PROPERTY LINE OR RIGHTS-OF-WAYS)

PROPERTY LINE ADJACENT TO U.S. 36	40 FT.
ARTERIAL STREET R.O.W.	25 FT.
COLLECTOR STREET R.O.W.	15 FT.
INTERNAL COMMON PROPERTY BOUNDARY	10 FT.

HOSPITAL PARCEL
FOR THE HOSPITAL PARCEL, LOT 1, BLOCK 1, BUILDING HEIGHTS ARE EXPECTED TO RANGE FROM THREE TO FIVE OCCUPABLE STORIES, RANGING IN HEIGHT FROM 10 TO 50' UNOCCUPIED MECHANICAL SCREENS OF UP TO 20' SHALL BE ABOVE THE STORIES. THE HOSPITAL PARCEL WILL BE ZONED TO SUPPORT LOWER THREE STORY BUILDING HEIGHTS TOWARDS THE NORTH, EAST, AND WEST PROPERTY BOUNDARIES CONCENTRATING THE 5 STORY STRUCTURES CENTRALLY WITHIN THE SITE. REFER TO THE DRAWING FOR PARCEL HEIGHT ZONES.

BUILDING HEIGHT ZONING:

THREE STORY ZONE:
40' MAXIMUM BUILDING HEIGHT
80' MAXIMUM HEIGHT
80' MECHANICAL PENTHOUSE HEIGHT

FOUR STORY ZONE:
50' MAXIMUM BUILDING HEIGHT
90' MAXIMUM HEIGHT
90' MECHANICAL PENTHOUSE HEIGHT

FIVE STORY ZONE:
60' MAXIMUM BUILDING HEIGHT
100' MAXIMUM HEIGHT
100' MECHANICAL PENTHOUSE HEIGHT

* ROOF ACCESS AND ELEVATOR OVERLAY IS EXCLUDED FROM THE BUILDING HEIGHT

BUILDING MASSING DESIGN PARAMETERS
FOR BUILDING FACILITIES EXCEEDING 10 FEET IN LENGTH AND MORE THAN 45 FT IN HEIGHT, A RELIEF IN THE BUILDING MASSING IS REQUIRED TO REDUCE VISUAL MONOTONY AND ENHANCE ARCHITECTURAL INTEREST
A MAXIMUM HEIGHT OF 45 FEET IS PERMITTED BEFORE A MINIMUM HORIZONTAL SETBACK OF 10 FEET IS REQUIRED FROM THE PRIMARY BUILDING FACE.
A PROJECTED RELIEF ELEMENT MAY EXTEND OUTWARD FROM THE MAIN BUILDING MASS BY A MINIMUM OF 2 FEET, PROVIDED IT CONTRIBUTES TO THE VISUAL ARTICULATION AND REDUCES THE MONOTONY OF THE FORM.
THE FOOTPRINT OF EACH BUILDING SHALL NOT EXCEED 50% OF THE FOOTPRINT OF THE BUILDING AT OR BELOW 45 FEET.
ANY ROOFTOP ENCLOSURE (E.G. MECHANICAL PENTHOUSE) MUST BE SET BACK A MINIMUM OF 10 FEET FROM THE EDGE OF THE BUILDING MASS, UNLESS IT IS ARCHITECTURALLY INTEGRATED INTO THE BUILDING.
EXCEPT FOR A DEFINING ARCHITECTURAL ELEMENT OR DISTINCT BUILDING FORM WITH A TOTAL WIDTH OF LESS THAN 100 FEET IS EXEMPT FROM THE ABOVE SETBACK AND RELIEF REQUIREMENTS. A MINIMUM FOOTPRINT VARIATION FROM THE HORIZONTAL PRIMARY FACADE PLANE MUST STILL BE PROVIDED TO ENSURE VISUAL ARTICULATION.
OPENING ARCHITECTURAL ELEMENTS MAY INCLUDE, BUT ARE NOT LIMITED TO:
VERTICAL CIRCULATION TOWERS (E.G. STAIR OR ELEVATOR CORES)
ENTRY PATIOLAS OR LOBBIES
ARCHITECTURAL ELEVATIONS OR ROOF OVERHANGS
ADJACENT TO OR ON THE BUILDING
CORNER ELEMENTS OR TURNERS
ATRIUM VOLUMES OR LIGHT WELLS
DISTINCTIVE ROOF FORMS

SMITHGROUP

1675 LOGAN ST.
SUITE 300
DENVER, COLORADO 80202
303.632.3272
smithgroup.com

Kimley Horn

1125 17TH ST
SUITE 1400
DENVER, CO 80202
303.228.2300
kimley-horn.com

CONOCOPHILLIPS CAMPUS
2270 SO 88TH STREET
LOUISVILLE, CO

GENERAL DEVELOPMENT PLAN

DRAWN: _____
CHECK: _____
FILED: _____
SHEET NUMBER:

1 OF 1

Map Updated: October 31, 2023¹⁴

COPY



2353051
Page 1 of 7
11/06/2002 08 12A
D 0 00

ANNEXATION AGREEMENT

(1) THIS AGREEMENT is made and entered into this 11th day of April, 2002, by and between PorterCare Adventist Health System, a Colorado non-profit corporation, hereinafter referred to as the "Owner," and the CITY OF LOUISVILLE, a municipal corporation of the State of Colorado, hereinafter referred to as "Louisville" or "City".

WITNESSETH:

WHEREAS, the Owner desires to annex to Louisville the property more particularly described on Exhibit "A," which is attached hereto, incorporated herein, and made a part hereof (such property is hereinafter referred to as "the property"); and

WHEREAS, Owner has executed a petition to annex the property, a copy of which petition is on file with the City Clerk; and

WHEREAS, it is to the mutual benefit of the parties hereto to enter into the following Agreement; and

WHEREAS, Owner acknowledges that upon annexation, the property will be subject to all ordinances, resolutions, and other regulations of the City of Louisville, as they may be amended from time to time.

WHEREAS, Owner acknowledges that the need for conveyances and dedication of certain property, including but not limited to property for ways and easements to Louisville as contemplated in this Agreement, are directly related to and generated by development intended to occur within the property and that no taking thereby will occur requiring any compensation.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Owner agrees to execute, promptly upon request of Louisville, any and all surveys and other documents necessary to effect the annexation of the property and the other provisions of this Agreement. Owner agrees to not sign any other petition for annexation of the property or any petition for an annexation election relating to the property, except upon request of Louisville.
2. Owner agrees to provide legal documents, surveys, engineering work, newspaper publication, maps, and reports determined by Louisville to be necessary to accomplish the annexation, and agrees to pay Louisville an annexation fee in the amount of Three Hundred Dollars (\$300.00) plus Sixty Dollars (\$60.00) per acre annexed.
3. Louisville shall act upon the petition for annexation within six months of the date of

Rob



filing thereof with the City Clerk, unless Owner consents to later action.

4. The parties recognize that it is the intent and desire of Owner to develop the property in a manner generally consistent with the zoning requested and that the granting of such zoning by the City of **Planned Community Zoned District-Commercial ("PCZD")** and the approval of the Adventist Hospital General Development Plan is a condition to annexation of the property. Owner shall take all action necessary to permit zoning by Louisville of the annexed property within the time prescribed by state statutes. Notwithstanding any other provision of this Agreement to the contrary, the Owner agrees that the uses permitted for the Property shall be as limited and set forth in the revised Adventist Hospital General Development Plan ("GDP") affecting the Property, as the same may be approved by the City.

5. Owner agrees to dedicate by General Warranty Deed or appropriate instrument of conveyance acceptable to the City easements and rights-of-way for streets and other public ways and for other public purposes, including but not limited to South 88th Street, as required by City ordinances and resolutions. Such dedications shall occur immediately upon request of the City except that internal rights-of-way shall be dedicated at the time of subdivision platting, unless the City specifies another time.

6. Owner agrees to design, improve, and provide signage, lighting, and signalization for, all public streets and other public ways within or adjacent to the property in accordance with City ordinances and resolutions and other applicable standards, subject to any reimbursement which may be provided for in such ordinances, resolutions, and standards, and to make such other improvements as required by City ordinances and resolutions, to guarantee construction of all required improvements, and, if requested by Louisville, to dedicate to Louisville any or all other required improvements. Owner agrees to enter into an agreement pertaining to such improvements and other matters prior to any development of the property.

7. If requested by Louisville, Owner agrees to include the property in one or more special improvement districts or other mechanisms established by Louisville for making improvements to streets and other public ways, or for making other public improvements authorized by law, and Owner hereby appoints the City Manager of Louisville as Owner's attorney-in-fact for the purpose of executing all documents determined by Louisville to be necessary for such inclusion. If requested by Owner, Louisville agrees to consider the establishment of one or more special improvement districts for making such improvements.

8. Owner agrees that the design, improvement, construction, development, and use of the property shall be in conformance with, and that Owner shall comply with, all City ordinances and resolutions including, without limitation, ordinances and resolutions pertaining to subdivision, zoning, storm drainage, utilities, and flood control.

9. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the City's ordinances or resolutions, or as a waiver of the City's legislative, governmental, or police



powers to promote and protect the health, safety, and welfare of the City and its inhabitants; nor shall this Agreement prohibit the enactment or increase by the City of any tax or fee.

10. No right or remedy of disconnection of the property from the City shall accrue from this Agreement, other than that provided by applicable state laws. In the event the property or any portion thereof is disconnected at Owner's request, Louisville shall have no obligation to serve the disconnected property or portion thereof and this Agreement shall be void and of no further force and effect as to such property or portion thereof.

11. The parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

12. Louisville agrees to make available to the property all of the usual municipal services in accordance with the ordinances and policies of the City which services include, but are not limited to, police protection and water and sewer services. Owner acknowledges that City services do not include, as of the date of the execution of this Agreement, fire protection or emergency medical services, but the property is presently included within the boundaries of and is entitled to receive such services from the Louisville or Cherryvale Fire Protection District.

13. The City, by approving this Agreement, acknowledges that it has declined to purchase any of such appurtenant water rights at this time. Owner hereby grants to the City, for a period of twenty (20) years from the date of this Agreement, a right of first refusal to purchase all or any portion of the Exhibit "C" water rights. Such right of first refusal shall be exercised by the City, if at all, by written notice to Owner or their successors within sixty (60) days following receipt of written notice from Owner or their successors of the terms of an acceptable, bona fide offer to purchase all or any portion of the Exhibit "C" water rights. The City reserves the right to require dedication of water and/or cash in lieu of or to supplement such dedication. Such dedication shall be in accordance with the City's then current water rights dedication policy. The City further reserves the right to require, at the time of subdivision and/or P.U.D. approval, the payment of a Water Resource Fee or other consideration for raw water acquisition if, in the judgment of the City, the development planned for the property will generate a higher water demand than the average water demand. The City acknowledges that such actions by Owner satisfy the requirements of the City Code and policy regarding the dedication of water rights.

14. The subject Property shall be included into the Northern Colorado Water Conservancy District (NCWCD), and the Municipal Sub-district, prior to receiving water service from the City of Louisville. Further, the Owner shall petition to include the subject Property into the NCWCD at its expense

15. The Owner, in accordance with the revised Avista Adventist Hospital General

**2353051**

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11/06/2002 08 12A

Boulder County Clerk, CO ANNEXATION R 36 00 D 0 00

Development Plan ("GDP"), will convey to the City the 10-acre donation parcel shown on such Plan, a copy of which is attached hereto as Exhibit "B". Owner acknowledges that the conveyance of the 10-acre parcel is required by the provisions of the US 36 Corridor Comprehensive Development Plan Intergovernmental Agreement, as amended, and is a condition of annexation of the Property to Louisville. The Owner shall convey the 10-acre parcel to the City at or prior to the recording of the annexation ordinance for the Property, and in no event later than December 31, 2002. Such conveyance shall be free and clear of liens, taxes and encumbrances (except for reservations, restrictions and rights-of-way of record which are acceptable to the City) and shall be by Special Warranty Deed in form and substance acceptable to the City. The Owner shall also furnish at its expense an ALTA title policy for the property conveyed, in form and substance acceptable to the City.

16. The parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement, and will execute such additional documents as necessary to effectuate the same.

17. This Agreement may be amended by the City and any Owner without the consent of any other Owner as long as such amendment affects only that Owner's portion of the property. Such amendments shall be in writing, shall be recorded with the County Clerk of Boulder County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the property subject to the amendment unless otherwise specified in the amendment. Except as otherwise provided herein, this Agreement shall not be amended unless approved in writing by all parties hereto.

18. This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties.

19. Owner agrees to indemnify and hold harmless the City and the City's officers, employees, agents, and contractors, from and against all liability, claims, and demands, including attorney's fees and court costs, which arise out of or are in any manner connected with the annexation of the property, or with any other annexation or other action determined necessary or desirable by the City in order to effectuate the annexation of the property, or which are in any manner connected with Louisville's enforcement of this Agreement. Owner further agrees to investigate, handle, respond to, and to provide defense for and defend against or at the City's option to pay the attorney's fees for defense counsel of the City's choice for, any such liability, claims, or demands.

20. As used in this Agreement, the term "Owner" shall include any of the heirs, transferees, successors, or assigns of Owner, and all such parties shall have the right to enforce this Agreement, and shall be subject to the terms of this Agreement, as if they were the original parties thereto.



21. As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any City ordinance, resolution, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, or policy, and the parties agree that such amendments or revisions shall be binding upon Owner.

22. This Agreement shall be binding upon and inure to the benefit of the heirs, transferees, successors, and assigns hereof, and shall constitute covenants running with the land. This Agreement shall be recorded with the County Clerk of Boulder County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

23. This Agreement shall be null and void if the City fails to approve the annexation of the property.

24. The Owner acknowledges that the annexation and zoning of the property are subject to the legislative discretion of the City Council of the City of Louisville. No assurances of annexation or zoning have been made or relied upon by Owner. In the event that, in the exercise of its legislative discretion, any action with respect to the property herein contemplated is not taken, then the sole and exclusive remedy for the breach hereof accompanied by the exercise of such discretion shall be the withdrawal of the petition for annexation by the Owner, or disconnection from the City in accordance with state law, as may be appropriate.

25. Owner agrees that it is voluntarily entering into this Agreement. Owner represents and submits that, to the extent an election would be required pursuant to C.R.S. §31-12-112, as amended, to approve the annexation or to impose terms and conditions upon the Property to be annexed, Owners owns 100 percent of the Property, excluding public streets and alleys, and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election would necessarily result in a majority of the electors' approval to the annexation and the terms and conditions.

26. 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.

27. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in the district courts for Boulder County, Colorado.

28. The paragraph headings in this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.



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11/06/2002 08:12A

Boulder County Clerk, CO ANNEXATION R 36 00

D 0 00

29. Each person executing this document on behalf of Owner represents that he or she has been duly authorized by the person he or she represents to execute this Agreement, and has full authority to bind said party to the terms and conditions hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document.

OWNER: PORTERCARE ADVENTIST HEALTH SYSTEM, a Colorado non-profit corporation

By: John Sackett
Title: Treasurer



CITY OF LOUISVILLE

By: Tom Davidson
Tom Davidson, Mayor

ATTEST:

Nancy Varra
Nancy Varra, City Clerk

OWNER'S ACKNOWLEDGEMENT

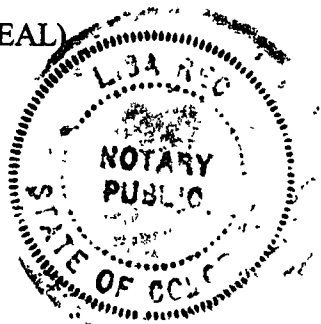
STATE OF COLORADO)
)ss
COUNTY OF Boulder)

The above and foregoing signature of John Sackett
was subscribed and sworn to before me this 11th day of April, 2002.

Witness my hand and official seal.

My commission expires on: March 19, 2005.

(SEAL)



Lisa Rec



EXHIBIT A
LEGAL DESCRIPTION-AVISTA ADVENTIST HOSPITAL ANNEXATION

A PARCEL OF LAND SITUATED IN THE SE ¼ OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SAID SE ¼;
THENCE SOUTH 00 DEGREES 03 MINUTES 46 SECONDS WEST A DISTANCE OF 422.75 FEET;
THENCE SOUTH 83 DEGREES 59 MINUTES 11 SECONDS WEST A DISTANCE OF 778.02 FEET;
THENCE NORTH 38 DEGREES 59 MINUTES 03 SECONDS WEST A DISTANCE OF 316.16 FEET;
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 392.03 FEET;
THENCE NORTH 63 DEGREES 24 MINUTES 47 SECONDS WEST A DISTANCE OF 515.11 FEET;
THENCE NORTH 89 DEGREES 07 MINUTES 21 SECONDS EAST A DISTANCE OF 1825.98 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 576,375 SQ. FT. OR 13.23 ACRES, MORE OR LESS.

3/20/02 8:50 AM[sjljf\Office\Louisville\Annexation\Avista Annexation Agmt (final)]

Rob Zuccaro

Subject: FW: public comment case #ZON-000555-2025

From: Nancy Jones <ningalls3@gmail.com>
Sent: Monday, September 8, 2025 9:02 AM
To: Planning <planning@Louisvilleco.gov>
Cc: kevinjones1308@gmail.com
Subject: public comment case #ZON-000555-2025

[EXTERNAL EMAIL] From outside of City of Louisville DO NOT CLICK links or attachments unless you validate the sender and know the content is safe.

RE: Avista Adventist Hospital GDP

Thank you for taking my public comment on this proposal. My home in Superior has a direct view of the Avista campus and surrounding open area. The space labeled "lot B" in the GDP amendment is our view, and a primary reason we purchased our home in Superior with a majority of our life savings.

If I am reading the information posted on the Louisville government website correctly, it looks like the proposal includes designating "lot B" as open space and therefore prohibiting any building to the west of the hospital complex (in between the hospital complex and the golf course). It is very important to us that nothing is built on that area that is currently open. Please keep that space undeveloped.

Thank you,

Nancy Jones
785 Josephine Way
Superior, CO 80027

LOSA LETTER TO OSAB 9/16/25

Dear Members of the Open Space Advisory Board,

I am writing to you on behalf of Louisville Open Space Advocates (LOSA), a group of residents who worked on the successful Open Space and Parks Sales Tax 2C ballot initiative and continue to advocate for our Open Spaces. We thank you for your steadfast commitment to protecting Louisville's natural spaces and advising on land use decisions that reflect our community's priorities.

The RTR, DD, and Avista parcels—and their development rights—must be considered together. Land ownership and development entitlements are interconnected decisions that shape one another. They are intrinsically linked. Any decision about one shapes the others. This context has direct consequences. The transfer may appear procedural, but it has long-term implications for land use, density, and the environment.

This land transfer/open space dedication—roughly half of the DD property—is part of a broader negotiation to transfer 364,400 sq. ft. of development rights from the current Avista site to the new hospital location at Redtail Ridge. Because Louisville lacks a formal development rights transfer process, it's unclear whether this move permanently extinguishes those rights at the current Avista site or simply pauses them until the GDP is amended again. To ensure the development rights transfer is permanent, full dedication of the DD property as open space would provide greater clarity and protection.

While you are being asked to consider whether to recommend acceptance of just half of DD—the proposed 7.5-acre land transfer adjacent to the existing 10-acre Open Space parcel—we urge you to advocate for three more impactful actions:

- **Support the full transfer of the entire 15.42-acre DD property**, rather than a disruptive partial dedication that fragments the landscape and weakens long-term planning.
- **Request that the negotiation include dedication of [Lot 7 and the undeveloped portion of Lot 5](https://www.louisvilleco.gov/home/showpublisheddocument/46100/6389268292590000)**, (<https://www.louisvilleco.gov/home/showpublisheddocument/46100/6389268292590000>) creating a more diverse and ecologically valuable open space area and establishing a genuine development boundary that reflects community priorities and long-term stewardship.
- **Recommend an Open Space – Protected classification**, which allows passive recreation and trail connections—such as the link to the US 36 bikeway already identified in your OSAB acquisition recommendation. The owner-proposed Open Space – Preserved classification would prohibit trails and limit public access, undermining both connectivity and community benefit.

This is a one-time opportunity to secure a uniquely valuable piece of land—one that offers far greater ecological benefit and long-term protection than a partial acquisition. [OSAB has already rated the DD parcel as a high-priority acquisition](https://laserfiche.louisvilleco.gov/WebLink/DocView.aspx?dbid=1&id=636819&page=1&cr=1), (<https://laserfiche.louisvilleco.gov/WebLink/DocView.aspx?dbid=1&id=636819&page=1&cr=1>) citing its:

- Good connectivity to other Open Space
- Importance for conservation if Avista leaves the location
- Potential to prevent future development
- Valuable ground vegetation, grasses, and habitat
- Hilltop buffer
- Excellent potential for a trail connection to the US-36 bikeway

Acquiring the full parcel and classifying it as Open Space- Protected would:

- Preserve more habitat and strengthen the ecological integrity of the site
- Enhance viability and biodiversity by connecting directly to existing Open Space
- Restrict future development at the current Avista site by removing land from eligibility for “return” of development rights under future zoning or Comp Plan changes
- Allow for trail connections and community access benefits

In accord with [Louisville's City Charter](#) the classification of open space is not determined by the property owner—it is a formal decision made by the City, by ordinance. OSAB's role is to advise Council on the most appropriate classification based on ecological value, public benefit, and long-term stewardship. In this case, we urge OSAB to recommend the Open Space-Protected classification that establishes both the property's connectivity potential and the community's vision for accessible, protected open space.

While OSAB is not reviewing the development rights transfer itself, your voice is essential in shaping the City's priorities and response. Your tenacious advocacy on behalf of the environment and our community is not only your charge—it's your strength. You have our full support to stand strong and urge the City to negotiate for the full DD parcel as a fair and forward-looking exchange and to classify the land as Open Space - Protected under the City Charter.

Thank you for your thoughtful stewardship and your commitment to protecting what makes Louisville special.

Warm regards,
Helen Moshak on behalf of LOSA

3-10 Tamar Citizen Email

From Ember Brignull <Ebrignull@louisvilleco.gov>

Date Fri 9/19/2025 9:53 AM

To Kayla Corcelli <kcorcelli@louisvilleco.gov>

From: Ember Brignull

Sent: Monday, July 7, 2025 10:48 AM

To: Andrew Dorsey <andydorsey@msn.com>; Benjamin Mow <benjamin.j.mow@gmail.com>; Brad Pugh <bpugh1@gmail.com>; Daniel Rupp <daniel.w.rupp@gmail.com>; Ember Brignull - City Liaison <emberb@louisvilleco.gov>; Graeme Patterson <graemepatterson@gmail.com>; Mark Poletti <markpo63@gmail.com>; Michiko Christiansen <chikochrist@gmail.com>; Susan McEachern <susanlmceachern@gmail.com>

Subject: OSAB: Citizen Email

Hi OSAB,

Forwarding a citizen email.

FW: Please advise the city to negotiate on behalf of Open Space at hospital site

Thanks,

Ember

From: tamar krantz <tamarkrantz@gmail.com>

Sent: Saturday, July 5, 2025 2:33 PM

To: Ember Brignull <Ebrignull@louisvilleco.gov>; Ember Brignull <Ebrignull@louisvilleco.gov>

Cc: Diana Langley <dlangley@louisvilleco.gov>; Susan McEachern <susanlmceachern@gmail.com>

Subject: Please advise the city to negotiate on behalf of Open Space at hospital site

[EXTERNAL EMAIL] From outside of City of Louisville DO NOT CLICK links or attachments unless you validate the sender and know the content is safe.

Dear Ember and Open Space Advisory Board Members,

Please help to protect Open Space Candidate Parcel DD adjacent to Avista Hospital. A current land use application proposes a transfer of development rights, which offers a perfect opportunity for the city to negotiate for this parcel to become open space. Please ensure that this land use application comes before your board.

This Colorado government website (<https://planningforhazards.colorado.gov/transfer-of-development-rights>)

explains transfer of development rights:

“A transfer of development rights (TDR) program allows additional density where the community wants to grow in exchange for preservation of sensitive areas that the community wants to protect from future development. This tool requires an adopted plan that clearly identifies areas the community desires to preserve or protect from development (“sending areas”) and areas where growth and development are encouraged (“receiving areas”)”

On May 2, 2025, Adams Management Services representing Portercare Adventist Health System submitted proposals to amend the 2010 ConocoPhillips GDP (Redtail Ridge) and the 2002 Avista Adventist Hospital GDP. These proposals amend Avista Adventist Hospital GDP to transfer 364,400 sq. ft. of development rights to the new hospital site at RTR. The existing hospital site would then be limited to what is currently built on the campus. But, currently, there is no proposal to preserve candidate parcel DD as part of the transfer.

The limitation of development at the existing hospital seems immaterial to the city. This limitation will become irrelevant through the Comprehensive Plan and subsequent development code update. The draft Comprehensive Plan calls for the future land uses at the existing hospital to become “Mixed residential neighborhood”, “Neighborhood center,” and “Commercial corridor.” New densities for these “place types” are described in the draft Comp plan and will likely result in new zoning allowances for the old hospital site.

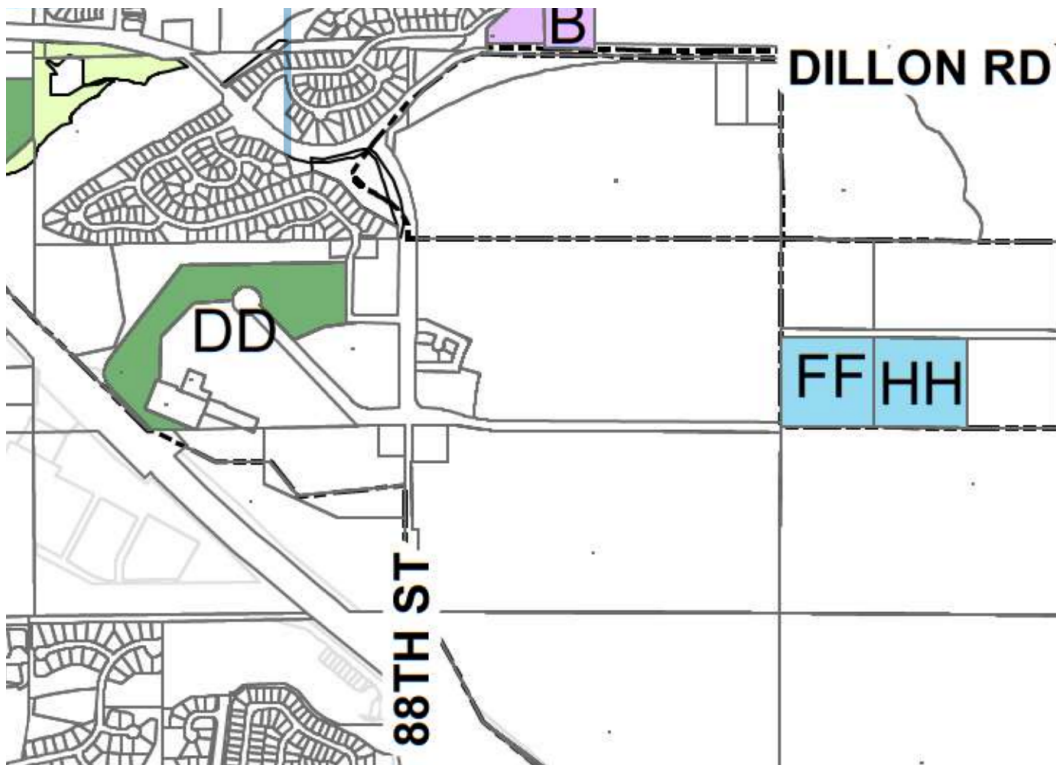
I hope you will weigh in on this application to recommend that the city use Avista's desire to increase density at RTR as an opportunity to obtain this parcel. Please also advise the city to change the comprehensive plan land use map to envision parcel DD as open space.

I am copying screenshots of the relevant maps below.

Thanks,

Tamar Krantz

This is the part of the Candidate Properties Map included in the July 9 OSAB packet.



The screenshot below is part of the proposed land use map in the draft comp plan in the city council packet from June 17. Note that Brown = Mixed Neighborhood (Primary use is Single Family, ADUs, duplexes, townhomes, rowhomes and multifamily in appropriate locations 8-18 DU/acre) Red = Commercial Corridor (Primary use is retail and office) Peach = neighborhood center (primary use is multifamily housing and ground floor retail 18-30 DU per acre) and Green = open space with future greenway connection indicated with the double ended green arrow. The brown area should be smaller and the green area enlarged to encompass candidate parcel DD.



--
Tamar Krantz
She/her

3-11 Haas

From Ember Brignull <Ebrignull@louisvilleco.gov>

Date Fri 9/19/2025 9:55 AM

To Kayla Corcelli <kcorcelli@louisvilleco.gov>

From: City of Louisville, CO <info@louisvilleco.gov>

Sent: Friday, July 11, 2025 1:08 PM

To: Ember Brignull <Ebrignull@louisvilleco.gov>

Subject: Open Space/Avista Hospital Redevelopment

[EXTERNAL EMAIL] From outside of City of Louisville DO NOT CLICK links or attachments unless you validate the sender and know the content is safe.

Message submitted from the <City of Louisville, CO> website.

Site Visitor Name: Deanna Haas

Site Visitor Email: deannahaas@hotmail.com

I am writing to you as a 30-year resident of Boulder County. I have lived in Louisville for 29 and a half years. My husband and I lost our family home in the Marshall Fire. Fortunately, we were able to rebuild our home in Coal Creek Ranch and moved home 15 months ago.

We absolutely love and value Louisville's Open Spaces. In fact, the open space behind our home is one of the main reasons we have been such long-time residents. The beauty and nature it provides, has helped make Louisville one of the top places to live in the country and we are immensely grateful. We are a retired couple, and we now enjoy the open space with our grandchildren who can play ball, hike, fly kites—do so many simple things that add a grounding foundation to their lives.

I am writing to you to ask that you please consider purchasing Parcel 157519112003 on the current Avista Hospital Campus property and designate it as Open Space. It buffers the Louisville Open Space strip behind Coal Creek Ranch and the edge of the developed Avista Campus/parking lot.

I understand the Avista property will likely be redeveloped in the coming years as the hospital moves over to Redtail Ridge. I believe this small parcel, when paired with the current strip of designated Open Space will hold more value being kept as designated open space. This is an opportunity for the City of Louisville to gain a larger plot of Open Space (when combined with current assets) within the confines of city limits.

Additionally, the larger parcel of Open Space will be an asset for whatever future developers choose to pursue. It would be easy to connect a trail from the school to the pedestrian bridge, giving kids in Superior safer access to Monarch and Louisville commerce.

Please consider adding this parcel (157519112003) as Open Space to the City's Comprehensive Plan.

Thank you for your consideration.

Deanna Haas- 1033 Turnberry Circle, Louisville CO