

City Council

Agenda

Tuesday, September 15, 2020
6:00 PM

Electronic Meeting

This meeting will be held electronically. Residents interested in listening to the meeting or making public comments can join in one of two ways:

- 1) *You can call in to +1 408 638 0968 or 833 548 0282 (Toll Free), Webinar ID # 835 8236 1962.*
- 2) *You can log in via your computer. Please visit the City's website here to link to the meeting: louisvilleco.gov/local-government/government/city-council*

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

1. **CALL TO ORDER & ROLL CALL**
2. **APPROVAL OF AGENDA**
3. **PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND ITEMS ON THE CONSENT AGENDA**
Council requests that public comments be limited to 3 minutes. When several people wish to speak on the same position on a given item, Council requests they select a spokesperson to state that position.
4. **CONSENT AGENDA**
The following items on the City Council Agenda are considered routine by the City Manager and shall be approved, adopted, accepted, etc., by motion of the City Council and roll call vote unless the Mayor or a City Council person specifically requests that such item be considered under "Regular Business." In such an event the item shall be removed from the "Consent Agenda" and Council action taken separately on said item in the order appearing on the Agenda. Those items so approved under the heading "Consent Agenda" will appear in the Council Minutes in their proper order.
 - A. Approval of Bills
 - B. Approval of Minutes: August 25, 2020; September 1, 2020
 - C. Approval of Louisville Revitalization Commission Amended Annual Budget for Fiscal Year 2020
 - D. Approval of Special Meeting September 29, 2020
5. **INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA** (Council general comments are scheduled at the end of the Agenda.)

Citizen Information

If you wish to speak at the City Council meeting, please fill out a sign-up card and present it to the City Clerk.

Persons with disabilities 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 Manager's Office at 303 335-4533. A forty-eight-hour notice is requested.

6. CITY MANAGER'S REPORT

7. REGULAR BUSINESS

A. ORDINANCE NO. 1800, SERIES 2020 – AN ORDINANCE APPROVING A SECOND AMENDMENT TO THE ST. LOUIS PARISH AND COMMERCIAL PARK GENERAL DEVELOPMENT PLAN TO AMEND ALLOWED USES AND DEVELOPMENT STANDARDS – 2nd READING, PUBLIC HEARING (advertised *Daily Camera 9/6/20*)

- Mayor Opens Public Hearing
- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Additional Public Comments
- Mayor Closes Public Hearing
- Action

B. DISCUSSION/DIRECTION/ACTION –STREET FAIRE UPDATE AND 2021-2023 LICENSE AGREEMENT

- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Action

8. CITY ATTORNEY'S REPORT

9. COUNCIL COMMENTS, COMMITTEE REPORTS, AND IDENTIFICATION OF FUTURE AGENDA ITEMS

- **ECONOMIC VITALITY COMMITTEE**
- **FINANCE COMMITTEE**
- **LEGAL REVIEW COMMITTEE**
- **UTILITY COMMITTEE**
- **COLORADO COMMUNITIES FOR CLIMATE ACTION**
- **COMMUTING SOLUTIONS**
- **CONSORTIUM OF CITIES**
- **DOWNTOWN BUSINESS ASSOCIATION STREET FAIRE**
- **DENVER REGIONAL COUNCIL OF GOVERNMENTS**
- **JOINT INTEREST COMMITTEES (SUPERIOR & LAFAYETTE)**
- **MAYORS & COMMISSIONERS COALITION**

- **METRO MAYORS CAUCUS**
- **REVITALIZATION COMMISSION**
- **XCEL ENERGY FUTURES**
- **ADVANCED AGENDA**

10. ADJOURN

08/27/2020 11:12
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City of Louisville, CO
DETAIL INVOICE LIST

P 1
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CASH ACCOUNT: 001000 101001

WARRANT: 082720 08/27/2020

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
1217	ALFA LAVAL INC	Centrifuge Emergency Repa	29,353.00
1217	ALFA LAVAL INC	Centrifuge Emergency Repa	10,045.51
14164	ALPINE BANK	#5300177601 SOLAR PANEL L	5,429.18
5255	FAMILY SUPPORT REGISTRY	Payroll Run 1 - Warrant 0	312.49
9750	LEGALSHIELD	#22554 AUG 2020 EMPLOYEE	357.85
99999	LAND TITLE	UTILITY REFUND 1278 HARPE	527.41
99999	DANH TRAN	REFUND RETURNED HSA ACH -	94.65
10951	PINNACOL ASSURANCE	WORKERS COMP PREMIUM 8 OF	21,625.23
10884	WORD OF MOUTH CATERING INC	SR MEALS PROGRAM 8/20-26	3,654.07
9 INVOICES		WARRANT TOTAL	71,399.39

09/03/2020 09:05
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City of Louisville, CO
DETAIL INVOICE LIST

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CASH ACCOUNT: 001000 101001

WARRANT: 090320 09/03/2020

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14154	ALLSTREAM	AUG 20 PHONE CURCUITS	855.96
14164	ALPINE BANK	#5300089001 SOLAR PANEL L	3,729.33
14801	CHRISTOPHER MELENDEZ	GOLF INSTRUCTION	2,163.00
99999	CHRIS VINALL	UTILITY REFUND 1064 HAWK	225.51
99999	DAVID BERKOWITZ	WORK BOOTS ORDERED	50.00
99999	CHAD ROOT	MILEAGE FOR INSPECTIONS M	116.15
11351	QUADIENT INC	POSTAGE METER AGREEMENT 9	134.85
14065	TYLER TECHNOLOGIES INC	Police RMS - Brazos Mobil	18,500.00
14065	TYLER TECHNOLOGIES INC	RECEIPT PRINTER REPLACEME	790.00
14065	TYLER TECHNOLOGIES INC	COURTS ANNUAL MAINTENANCE	7,882.35
14065	TYLER TECHNOLOGIES INC	BRAZOS ECITATION ANNUAL M	9,873.00
10884	WORD OF MOUTH CATERING INC	SR MEALS PROGRAM 8/27-9/	3,694.85
3875	XCEL ENERGY	AUG 20 GROUP BILLING	67,345.11
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	13 INVOICES	WARRANT TOTAL	115,360.11
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CASH ACCOUNT: 001000 101001 WARRANT: 091520 09/15/2020

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
13827	24/7 NETWORKS INC	BRETSA ENGINEERING WORK	292.50
14121	ACUSHNET COMPANY	2020 Resale Merchandise -	181.29
14121	ACUSHNET COMPANY	2020 Resale Merchandise -	458.35
14121	ACUSHNET COMPANY	2020 Resale Merchandise -	336.75
14121	ACUSHNET COMPANY	2020 Resale Merchandise -	726.13
14121	ACUSHNET COMPANY	2020 Resale Merchandise -	910.86
14121	ACUSHNET COMPANY	CREDIT MEMO SOCKS	-180.00
14121	ACUSHNET COMPANY	2020 Resale Merchandise -	489.24
14121	ACUSHNET COMPANY	2020 Resale Merchandise -	229.79
14121	ACUSHNET COMPANY	2020 Resale Merchandise -	453.65
14121	ACUSHNET COMPANY	CREDIT MEMO INV908849577	-12.89
14121	ACUSHNET COMPANY	CREDIT MEMO 2PR PK COOLER	-252.00
14521	AJ'S BACKFLOW TESTING LLC	BACKFLOW TESTING	1,200.00
15046	ALERT MEDIA, INC	Mass notification system	4,902.00
14623	ANOTHER MILESTONE LLC	YOUTH SPORTS CONTRACTOR	1,960.00
14841	AXE ROOFING LLC	BID PACKAGE #4 CITY CENTR	60,799.80
500	BAKER AND TAYLOR	ADULT BOOKS AND MEDIA	42.28
500	BAKER AND TAYLOR	ADULT MEDIA AND BOOKS	23.96
640	BOULDER COUNTY	2020 DISPATCH SERVICE	308,664.00
640	BOULDER COUNTY	AUG 20 BOULDER COUNTY TAX	13,691.12
14850	BRIDGEPAY NETWORK SOLUTIONS LL	AUG 20 BRIDGEPAY CREDIT C	22.60
9838	BRIGHTVIEW LANDSCAPE SERVICES	Downtown Floral Display S	900.00
9838	BRIGHTVIEW LANDSCAPE SERVICES	Downtown Floral Display S	900.00
9838	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance Ser	26,450.10
248	CDW GOVERNMENT	MSI MONITOR FOR REPLACEME	275.00
248	CDW GOVERNMENT	1st Batch of 2020 Laptops	2,206.29
248	CDW GOVERNMENT	CARES Hardware	2,206.29
248	CDW GOVERNMENT	1st Batch of 2020 Laptops	735.43
248	CDW GOVERNMENT	Monitors for CARES orderi	4,552.37
248	CDW GOVERNMENT	Monitors for CARES orderi	526.91
10773	CENTRIC ELEVATOR CORP	ELEVATOR MAINT PC	280.04
10773	CENTRIC ELEVATOR CORP	ELEVATOR MAINT LI	523.99
10773	CENTRIC ELEVATOR CORP	ELEVATOR MAINT RC	308.09
10773	CENTRIC ELEVATOR CORP	ELEVATOR MAINT CH	313.85
2220	CHEMTRADE CHEMICALS US LLC	Alum Sulfate for Water Tr	4,781.53
2220	CHEMTRADE CHEMICALS US LLC	Alum Sulfate for Water Tr	4,749.49
2220	CHEMTRADE CHEMICALS US LLC	Alum Sulfate for Water Tr	4,781.97

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CASH ACCOUNT: 001000 101001 WARRANT: 091520 09/15/2020

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15054	CHERRY CREEK LANGUAGE CENTRE I	LANGUAGE ASSISTANCE PLAN	660.96
14923	CHOICE SCREENING INC	BACKGROUND CHECKS	164.40
14118	CLUB PROPHET SYSTEMS	2020 Club Prophet Subscri	610.00
1120	COLORADO ANALYTICAL LABORATORI	BAC TESTING FOR 725	17.50
1120	COLORADO ANALYTICAL LABORATORI	BAC TESTING FOR 725 FIRE	17.50
1120	COLORADO ANALYTICAL LABORATORI	BAC TESTING 725 FIRE HYDR	17.50
14678	COLORADO AVIAN RESEARCH & REHA	KESTREL BOX CHECK BANDING	244.88
10164	COLORADO DEPT OF REVENUE	JUDGEMENT PAYMENTS 1/1/20	30.00
14009	COMPLETE MAILING SOLUTIONS INC	POSTAGE MAINT CONTRACT 10	497.00
15042	CRIQUET APPAREL	RESALE MERCHANDISE	618.53
15051	CYANNE STONESMITH	ARTIRONDAK CHAIR PROGRAM	300.00
15051	CYANNE STONESMITH	ARTIRONDAK CHAIR PROGRAM	300.00
15036	DAVID J. THROWER	AUGUST 2020 MUNICIPAL JUD	2,800.00
15048	DSE SERVICES LLC	SWSP EASEMENT ACQUISITION	3,980.50
14835	EDGE CONTRACTING INC	SH 42 Underpass Construct	323,848.24
14691	EEG ENTERPRISES INC	CLOSED CAPTIONING CHANNEL	299.00
15018	ELITE SURFACE INFRASTRUCTURE	2020 Street Reconstructio	510,951.06
13615	FELSBURG HOLT & ULLEVIG INC	Quiet Zone Design and Con	1,620.00
14893	FLATIRONS STUMP REMOVAL	REMOVE RUSSIAN OLIVES BEH	687.00
7113	GALLS LLC	4 SHIRTS 100% DEPT	325.50
7113	GALLS LLC	4 SHIRTS 100% DEPT	345.00
7113	GALLS LLC	SHIRT & PANTS 100% DEPT	174.75
7113	GALLS LLC	UNIFORMS AND EQUIPMENT 10	608.77
7113	GALLS LLC	UNIFORMS AND EQUIPMENT 10	791.89
7113	GALLS LLC	UNIFORMS AND EQUIPMENT 10	9.98
7113	GALLS LLC	UNIFORMS AND EQUIPMENT 10	192.25
1175	GEORGE T SANDERS COMPANY	PARKS DRINKING FOUNTAIN R	28.34
14936	GOLDEN AUTOMATION LLC	UCMR SAMPLES	750.00
14576	GREEN LANDSCAPE SOLUTIONS LLC	PAVEMENT BOOSTER PINE & T	2,452.16
2405	HACH COMPANY	BASIC SUPPORT	1,611.55

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CASH ACCOUNT: 001000 101001 WARRANT: 091520 09/15/2020

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
2405	HACH COMPANY	SENSOR WILL RECEIVE CREDI	1,132.00
2405	HACH COMPANY	CREDIT MEMO ORIG INV 1185	-1,132.00
2475	HILL PETROLEUM	Fuel/Coal Creek Golf Cour	476.74
13642	HUBER TECHNOLOGY INC	BEARING ASSEMBLY LOWER	2,041.40
2360	KELLY PC	AUG 20 LEGAL SERVICES	26,806.50
13692	LIGHTNING MOBILE SERVICES LLC	HIGH PRESSURE CLEAN LI	750.00
13692	LIGHTNING MOBILE SERVICES LLC	HIGH PRESSURE CLEAN LI	250.00
13692	LIGHTNING MOBILE SERVICES LLC	SWEEPING GARAGE LI	320.00
5432	LOUISVILLE FIRE PROTECTION DIS	AUG 20 FIRE DIST FEES COL	3,180.00
14611	MCCI LLC	LASERFICHE FORMS PURCHASE	12,533.75
15053	NORTH AMERICAN CATHOLIC EDUCAT	12 MONTH SERVICE FEE HOTS	1,375.00
6427	NORTHERN COLO WATER CONSERVANC	2020 SWSP OPERATION ASSES	112,673.83
6427	NORTHERN COLO WATER CONSERVANC	NCWCD 2020 ASSESSMENT ID	98,802.60
14673	NORTHWEST ROOFING	EPDM ROOF MEMBRANE REPAIR	2,195.00
14648	OCCUPATIONAL HEALTH CENTERS OF	DOT RECERT	68.00
99999	GEORGE EMMETT	FM RADIO STATION MAINTENA	99.99
99999	STEPHANIE GILBERT	CREDIT BALANCE REFUND REC	250.00
99999	QUALITY MECHANICAL SYSTEMS	COMPANY APPLIED FOR DUPLI	100.00
99999	JUNIOR PLUMBING AND SERVICES	DUPLICATE LICENSE	75.00
99999	GRABAU ROOFING	DUP LICENSE	75.00
99999	GRABAU ROOFING	DUPLICATE LICENSE	75.00
99999	GRABAU ROOFING	DUP LICENSE	75.00
99999	SAMANTHA NORBURY	REFUND REC CENTER PRESCHO	715.00
99999	84 LUMBER CO	DUP PAYMENT 2020 SALES TA	25.00
99999	TSEHAY HAILU	CEMETERY REFUND	1,330.00
13649	OVERDRIVE INC	TEEN EAUDIO BOOKS	796.66
14939	PERFORMANCE CONSTRUCTION	Heritage Park & Cleo Mudr	21,141.26
14271	PIONEER MANUFACTURING COMPANY	HOLLYWOOD CORBETT BASES W	951.20
700	PRAIRIE MOUNTAIN MEDIA	JULY ADS	104.24
13095	PSYCHOLOGICAL DIMENSIONS PC	PRE EMPLOYMENT PSYCHS	450.00
12840	QUALITY WATER BIOSYSTEMS INC	ALGAECIDE CUTRINE LIQ	560.00
13893	REBECCA TSUI	28101-2 JULY	105.00

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CASH ACCOUNT: 001000 101001

WARRANT: 091520 09/15/2020

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
13893	REBECCA TSUI	TAI CHI 28101-3 AUG	112.00
14844	REPUBLIC SERVICES INC #535	AUG 20 TRASH SERVICE	3,880.99
14844	REPUBLIC SERVICES INC #535	AUG 20 RESIDENTIAL SERVIC	88,714.85
14804	RESPEC COMPANY LLC	Environmental Compliance	7,290.00
14804	RESPEC COMPANY LLC	Environmental Compliance	9,000.00
11395	SHRED-IT USA LLC	SHREDDING SERVICE	140.02
14612	SOME LIKE IT GREEN	SEPT 20 PLANT CARE	80.00
13708	TAKE A BREAK INC	SUB DIRECTOR SERVICE LICE	30.00
14550	TAYLOR MADE GOLF COMPANY INC	2020 Resale Merchandise -	799.20
4100	TERMINIX	PEST CONTROL CH	45.00
14707	THATCHER COMPANY INC	Aluminum Chlorohydrate fo	6,700.00
7917	THE AQUEOUS SOLUTION INC	CHEM TEST REAGENTS	317.99
7917	THE AQUEOUS SOLUTION INC	REOPENING CHEMS	779.21
1047	THE DAVEY TREE EXPERT COMPANY	REMOVE BUSH AND LOG PILE	450.00
15055	THE EQUITY PROJECT LLC	PLANNING CALL AND TOWNHAL	2,000.00
14663	THE JUMP ROPE GROUP LLC	JUMP ROPE CLUB 20040.2	473.20
1111	TISCHLERBISE INC	Fiscal impact analysis -	3,636.00
6609	TRAVELERS	INSURANCE DEDUCTIBLE	2,776.00
13851	VELOCITY PLANT SERVICES LLC	INFLUENT OVERFLOW SLIDE G	7,720.00
13851	VELOCITY PLANT SERVICES LLC	2MG TANK PREP	789.57
13851	VELOCITY PLANT SERVICES LLC	VALVE KEY	895.00
15014	WATTLE & DAUB CONTRACTORS	Provide historic structur	15,010.00
14373	WEIFIELD GROUP CONTRACTING INC	TRACK VAC REPAIR	936.65
13790	ZAYO GROUP LLC	SEPT 20 MONTHLY INTERNET	783.00
15021	ZUNI SIGN COMPANY	Replace plastic covers on	3,670.00
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124 INVOICES		WARRANT TOTAL	1,749,814.89
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CITY OF LOUISVILLE
PURCHASE CARD SUMMARY
STATEMENT PERIOD 07/22/20- 08/20/20

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
4 RIVERS EQUIPMENT	LONGMONT	ROSS DAVIS	OPERATIONS	08/18/2020	290.38
ABC-NV	913-8954600	ZACH STEINBAUGH	WASTEWATER	08/17/2020	100.00
ABC-NV	913-8954600	ZACH STEINBAUGH	WASTEWATER	08/10/2020	100.00
ABC-NV	913-8954600	BENJAMIN FRANCISCO	OPERATIONS	08/07/2020	100.00
ABC-NV	913-8954600	GREG VENETTE	WATER	08/06/2020	100.00
ABC-NV	913-8954600	GREG VENETTE	WATER	08/04/2020	100.00
ABC-NV	913-8954600	JACK MANIAN	OPERATIONS	07/22/2020	100.00
ABC-NV	913-8954600	THOMAS CZAJKA	OPERATIONS	07/22/2020	100.00
AIRGAS USA, LLC	866-935-3370	ROSS DAVIS	OPERATIONS	07/30/2020	182.89
ALLDATA CORP #8601	ELK GROVE	MASON THOMPSON	OPERATIONS	08/02/2020	125.00
AMAZON.COM AMZN.COM/BI	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	08/16/2020	.10
AMAZON.COM*MF07H59S0 A	AMZN.COM/BILL	DANIEL WOOLDRIDGE	IT	08/14/2020	155.25
AMAZON.COM*MF4SU40T0 A	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	08/05/2020	19.96
AMAZON.COM*MF8137RV0 A	AMZN.COM/BILL	DAVID SZABADOS	FACILITIES	08/16/2020	41.32
AMAZON.COM*MF8RM1410 A	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	08/01/2020	74.89
AMAZON.COM*MM8L05PM1 A	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	08/16/2020	34.95
AMAZON.COM*MV3841W00 A	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	07/30/2020	54.00
AMAZON.COM*MV52L7HY0 A	AMZN.COM/BILL	DAVID SZABADOS	FACILITIES	07/24/2020	85.00
AMAZON.COM*MV50B7562 A	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/25/2020	61.79
AMAZON.COM*MV6G90IQ1 A	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	07/24/2020	75.80
AMAZON.COM*MV6TP7832 A	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/26/2020	35.78
AMAZON.COM*MV9TX8D91 A	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/22/2020	17.97
AMERICAN ASSOCIATION F	NASHVILLE	BRIDGET BACON	LIBRARY	08/16/2020	220.00
AMERICAN RED CROSS	800-733-2767	DEANNA WEBSTER	REC CENTER	08/09/2020	90.00
AMERICAN RED CROSS	800-733-2767	DEANNA WEBSTER	REC CENTER	08/09/2020	60.00
AMERICAN RED CROSS	800-733-2767	KATIE MEYER	REC CENTER	08/06/2020	190.00
AMERICAN RED CROSS	800-733-2767	DANIEL BIDLEMEN	REC CENTER	08/03/2020	30.00
AMZN MKTP US AMZN.COM/	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/22/2020	35.51
AMZN MKTP US*MF00271W2	AMZN.COM/BILL	JUSTIN ELKINS	WASTEWATER	08/06/2020	57.39
AMZN MKTP US*MF0HD3ER2	AMZN.COM/BILL	GLORIA HANDYSIDE	CITY MANAGER	08/06/2020	14.98
AMZN MKTP US*MF6TU9XI2	AMZN.COM/BILL	NAT AHRENS	IT	08/08/2020	12.99
AMZN MKTP US*MF8GX8ZZ2	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	08/03/2020	31.92

AMZN MKTP US	AMZN.COM/BILL	DRUSILLA TIEBEN	PARKS	08/07/2020	28.99
AMZN MKTP US	AMZN.COM/BILL	DAVID SZABADOS	FACILITIES	08/04/2020	67.99
AMZN MKTP US*MF0ET4DV2	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	08/11/2020	6.79
AMZN MKTP US*MF0LTOCP0	AMZN.COM/BILL	JUSTIN ELKINS	WASTEWATER	07/31/2020	54.99
AMZN MKTP US*MF1077IS0	AMZN.COM/BILL	JUSTIN ELKINS	WASTEWATER	08/15/2020	34.97
AMZN MKTP US*MF10S06A1	AMZN.COM/BILL	JUSTIN ELKINS	WASTEWATER	08/05/2020	139.99
AMZN MKTP US*MF1SM3Q02	AMZN.COM/BILL	DAVID SZABADOS	FACILITIES	08/11/2020	48.58
AMZN MKTP US*MF2PM0JR2	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	08/04/2020	107.98
AMZN MKTP US*MF2TV24Z0	AMZN.COM/BILL	CHERYL KELLER	POLICE	08/01/2020	119.95
AMZN MKTP US*MF34T8IY1	AMZN.COM/BILL	LINDSEY WITTY	REC CENTER	08/09/2020	59.05
AMZN MKTP US*MF39Y59Y2	AMZN.COM/BILL	BRIDGET BACON	LIBRARY	08/13/2020	136.41
AMZN MKTP US*MF3N39V01	AMZN.COM/BILL	CHERYL KELLER	POLICE	08/03/2020	504.20
AMZN MKTP US*MF3R708C0	AMZN.COM/BILL	JUSTIN ELKINS	WASTEWATER	08/11/2020	22.69
AMZN MKTP US*MF4V329C1	AMZN.COM/BILL	GLORIA HANDYSIDE	CITY MANAGER	08/08/2020	120.03
AMZN MKTP US*MF5KB4TLO	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	08/04/2020	56.95
AMZN MKTP US*MF6O000N2	AMZN.COM/BILL	JUSTIN ELKINS	WASTEWATER	08/06/2020	237.90
AMZN MKTP US*MF6QI0BJ1	AMZN.COM/BILL	JUSTIN ELKINS	WASTEWATER	08/04/2020	24.75
AMZN MKTP US*MF7A470T2	AMZN.COM/BILL	CONNOR POWERS	GOLF COURSE	08/06/2020	55.76
AMZN MKTP US*MF9U17VP0	AMZN.COM/BILL	LINDSEY WITTY	REC CENTER	08/07/2020	9.99
AMZN MKTP US*MM0HE5LE1	AMZN.COM/BILL	DANIEL WOOLDRIDGE	IT	08/12/2020	221.99
AMZN MKTP US*MM2EH7LH0	AMZN.COM/BILL	DEVIN MADIGAN	WASTEWATER	08/19/2020	47.48
AMZN MKTP US*MM2OE6FK1	AMZN.COM/BILL	DEVIN MADIGAN	WASTEWATER	08/11/2020	27.01
AMZN MKTP US*MM5HT4F01	AMZN.COM/BILL	BRIDGET BACON	LIBRARY	08/11/2020	38.84
AMZN MKTP US*MM9HI1ZX1	AMZN.COM/BILL	DANIEL WOOLDRIDGE	IT	08/12/2020	193.98
AMZN MKTP US*MV07V9HA0	AMZN.COM/BILL	CHRISTOPHER NEVES	IT	07/24/2020	48.49
AMZN MKTP US*MV0KS6MQ0	AMZN.COM/BILL	MIKE KARBGINSKY	FACILITIES	07/24/2020	102.33
AMZN MKTP US*MV2O161P2	AMZN.COM/BILL	CHRISTOPHER NEVES	IT	07/22/2020	74.44
AMZN MKTP US*MV3TD2IN1	AMZN.COM/BILL	DAVID SZABADOS	FACILITIES	07/25/2020	79.66
AMZN MKTP US*MV3UI6UC2	AMZN.COM/BILL	CHRISTOPHER NEVES	IT	07/30/2020	29.88
AMZN MKTP US*MV6Q635M0	AMZN.COM/BILL	DAVID SZABADOS	FACILITIES	07/24/2020	67.99
AMZN MKTP US*MV9802HZ2	AMZN.COM/BILL	AMANDA PERERA	REC CENTER	07/25/2020	41.94
ARBICO ORGANICS	800-827-2847	KERRY KRAMER	PARKS	08/06/2020	238.19
ARROWHEAD AWARDS	BOULDER	KATHERINE ZOSS	CITY MANAGER	07/23/2020	215.00
ATT*TECH SUPPORT 360	877-88TS360	DANIEL WOOLDRIDGE	IT	08/11/2020	10.00
AVANGATE.COM	ATLANTA	ANDY SQUIRES	IT	07/23/2020	25.90
AMAZON PRIME*MF0F80RF2	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	08/14/2020	123.34
AMAZON.COM*MF19L15P1	AMZN.COM/BILL	JUSTIN ELKINS	WASTEWATER	08/03/2020	28.99

AMAZON.COM*MF42721L1	AMZN.COM/BILL	JESSE DEGRAW	REC CENTER	08/01/2020	34.99
AMAZON.COM*MF6JV1DV2	AMZN.COM/BILL	DEVIN MADIGAN	WASTEWATER	08/11/2020	40.95
AMAZON.COM*MF7M10S71	AMZN.COM/BILL	JUSTIN ELKINS	WASTEWATER	08/06/2020	86.49
AMAZON.COM*MV0UH31G0	AMZN.COM/BILL	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	07/21/2020	25.00
AMAZON.COM*MV13W6S60	AMZN.COM/BILL	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	07/27/2020	25.00
AMAZON.COM*MV1YK2XA0	AMZN.COM/BILL	JUSTIN ELKINS	WASTEWATER	07/22/2020	208.89
AMAZON.COM*MV23W2YJ1	AMZN.COM/BILL	MIKE KARBGINSKY	FACILITIES	07/26/2020	168.00
AMAZON.COM*MV3YX8WM2	AMZN.COM/BILL	JUSTIN ELKINS	WASTEWATER	07/31/2020	4.64
AMAZON.COM*MV4BV3130	AMZN.COM/BILL	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	07/21/2020	150.00
AMAZON.COM*MV6VN52Y1	AMZN.COM/BILL	MICHAEL CLEVELAND	OPERATIONS	07/22/2020	39.22
AMAZON.COM*MV7019AY2	AMZN.COM/BILL	DRUSILLA TIEBEN	PARKS	07/21/2020	18.94
B2B PRIME*MM8FH90P1	AMZN.COM/BILL	DRUSILLA TIEBEN	PARKS	08/15/2020	185.53
BEST BUY 00013243	JOPLIN	MEGAN DAVIS	CITY MANAGER	07/22/2020	6.19
BIZWEST-DIGITAL	FORT COLLINS	ROBERT ZUCCARO	PLANNING	08/12/2020	7.00
BIZWEST-PRINT-PLUS	FORT COLLINS	JILL SIEWERT	LIBRARY	08/19/2020	79.00
BK TIRE	FREDERICK	MASON THOMPSON	OPERATIONS	07/23/2020	547.94
BK TIRE	FREDERICK	VICKIE ILKO	OPERATIONS	07/23/2020	547.94
BLACKJACK PIZZA - CO 0	LOUISVILLE	BENJAMIN FRANCISCO	OPERATIONS	07/27/2020	48.95
BLACKJACK PIZZA - CO 0	LOUISVILLE	THOMAS CZAJKA	OPERATIONS	07/24/2020	69.97
BROOMFIELD RENTALS INC	BROOMFIELD	JAMES VAUGHAN	REC CENTER	08/18/2020	171.60
BUILDASIGN.COM	800-330-9622	GINGER CROSS	GOLF COURSE	08/17/2020	51.07
BUILDASIGN.COM	800-330-9622	GINGER CROSS	GOLF COURSE	08/06/2020	66.16
BUTTERFLY PAVILION	WESTMINSTER	KATHY MARTIN	REC CENTER	07/21/2020	135.45
CANVA* 02773-10281204	8778877815	GLORIA HANDYSIDE	CITY MANAGER	08/05/2020	12.95
CENTER COPY PRINTING	303-4406000	CHERYL KELLER	POLICE	07/23/2020	131.68
CENTER COPY PRINTING	303-4406000	CHERYL KELLER	POLICE	07/23/2020	341.40
CENTURYLINK/SPEEDPAY	800-244-1111	BOBBIEJO TREGAY	FINANCE	07/28/2020	2,237.51
CERTIFIED LABORATORIES	9724380831	CONNOR POWERS	GOLF COURSE	08/18/2020	234.67
COGENT	KANSAS CITY	DEVIN MADIGAN	WASTEWATER	08/10/2020	560.80
COGENT	KANSAS CITY	JUSTIN ELKINS	WASTEWATER	08/05/2020	762.50
COLORADO ANALYTICAL	BRIGHTON	DEVIN MADIGAN	WASTEWATER	08/05/2020	797.80
COLORADO ANALYTICAL	BRIGHTON	JUSTIN ELKINS	WASTEWATER	08/04/2020	448.60
COLORADO ANALYTICAL	BRIGHTON	ZACH STEINBAUGH	WASTEWATER	08/04/2020	940.80
COLORADO ANALYTICAL	BRIGHTON	ZACH STEINBAUGH	WASTEWATER	08/03/2020	503.70
COLORADO ANALYTICAL	BRIGHTON	ZACH STEINBAUGH	WASTEWATER	08/03/2020	656.10
COLORADO ASSOCIATION O	303-4636400	PEGGY NORRIS	LIBRARY	08/06/2020	95.00
COLORADO CWP	719-545-6748	MICHAEL CLEVELAND	OPERATIONS	08/18/2020	85.00

COLORADO CWP	719-545-6748	GREG VENETTE	WATER	08/03/2020	50.00
COLORADO CWP	719-545-6748	ZACH STEINBAUGH	WASTEWATER	08/03/2020	50.00
COLORADO CWP	719-545-6748	ZACH STEINBAUGH	WASTEWATER	07/27/2020	50.00
COMCAST CABLE COMM	800-COMCAST	KATHERINE ZOSS	CITY MANAGER	08/13/2020	109.95
COMCAST CABLE COMM	800-COMCAST	JIM GILBERT	PARKS	07/28/2020	504.80
COMCAST DENVER	800-266-2278	JILL SIEWERT	LIBRARY	08/04/2020	298.14
COSTAR GROUP INC	8884141243	MEGAN PIERCE	CITY MANAGER	08/12/2020	803.17
CPI*COLEPARMERINSTRUMT	800-323-4340	ZACH STEINBAUGH	WASTEWATER	08/05/2020	102.58
CPS DISTRIBUTORS	BOULDER	MATT LOOMIS	PARKS	08/18/2020	289.57
CPS DISTRIBUTORS	BOULDER	VICKIE ILKO	OPERATIONS	08/11/2020	586.91
CPS DISTRIBUTORS	BOULDER	BRADLEY AUSTIN	PARKS	08/04/2020	32.77
CPS DISTRIBUTORS	WESTMINSTER	MATT LOOMIS	PARKS	07/29/2020	161.39
CPS DISTRIBUTORS	BOULDER	MATT LOOMIS	PARKS	07/28/2020	44.27
CPS DISTRIBUTORS	BOULDER	BRADLEY AUSTIN	PARKS	07/23/2020	54.86
CPS DISTRIBUTORS	WESTMINSTER	BRADLEY AUSTIN	PARKS	07/22/2020	371.65
CRAIGSLIST.ORG	415-399-5200	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	08/20/2020	25.00
CRAIGSLIST.ORG	415-399-5200	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	08/13/2020	50.00
CRAIGSLIST.ORG	415-399-5200	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	08/13/2020	45.00
CRAIGSLIST.ORG	415-399-5200	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	07/24/2020	25.00
CRAIGSLIST.ORG	415-399-5200	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	07/24/2020	25.00
DBC IRRIGATION SUPPLY	BROOMFIELD	MATT LOOMIS	PARKS	08/05/2020	87.56
DBC IRRIGATION SUPPLY	BROOMFIELD	MATT LOOMIS	PARKS	07/31/2020	90.21
DBC IRRIGATION SUPPLY	BROOMFIELD	MATT LOOMIS	PARKS	07/23/2020	92.08
DENVER BOTANIC GARDENS	720-8653520	MARYANN DORNFELD	PARKS	08/11/2020	15.00
DISCOUNTMUGS.COM	8005691980	BOBBIEJO TREGAY	FINANCE	08/12/2020	1,338.30
DOLAN CONSULTING GROUP	6162844521	JEFFREY FISHER	POLICE	07/30/2020	95.00
DOMINO'S 6286	303-449-7101	DAVID BARIL	GOLF COURSE	08/08/2020	180.04
DRI*ID.MYCOMMERCE.COM	ID.MYCOMMERCE	MASON THOMPSON	OPERATIONS	08/05/2020	499.00
DROPBOX*V33WWJSTLL4L	DB.TT/CHELP	GINGER CROSS	GOLF COURSE	08/03/2020	119.88
DROPBOX*X1H9L2P6NGKN	DROPBOX.COM	EMILY HOGAN	CITY MANAGER	08/18/2020	11.99
DX SERVICE	281-457-4825	JUSTIN ELKINS	WASTEWATER	08/18/2020	591.20
EB CONFECTION PERFECT	8014137200	BRIDGET BACON	LIBRARY	08/16/2020	12.24
FACEBK DFCSCSF82	MENLO PARK	GLORIA HANDYSIDE	CITY MANAGER	08/17/2020	250.00
FACEBK TQZCYUAG82	MENLO PARK	GLORIA HANDYSIDE	CITY MANAGER	08/20/2020	113.59
FASTENAL COMPANY 01COB	507-453-8920	ROSS DAVIS	OPERATIONS	08/03/2020	91.59
FASTENAL COMPANY 01COB	507-453-8920	CALVIN MCCARTY	OPERATIONS	07/21/2020	171.60
FASTSIGNS OF BROOMFIEL	BROOMFIELD	GLORIA HANDYSIDE	CITY MANAGER	08/17/2020	691.60

FASTSIGNS OF BROOMFIEL	BROOMFIELD	GLORIA HANDYSIDE	CITY MANAGER	08/11/2020	182.00
FEDERAL CARRIER COMPLI	877-6599442	MASON THOMPSON	OPERATIONS	08/04/2020	275.00
FEDEX 395440807260	MEMPHIS	ZACH STEINBAUGH	WASTEWATER	08/04/2020	45.81
FEDEX 395551987444	MEMPHIS	DEVIN MADIGAN	WASTEWATER	08/07/2020	45.81
FEDEX 395665655690	MEMPHIS	ZACH STEINBAUGH	WASTEWATER	08/11/2020	45.24
FEDEX 395778314672	MEMPHIS	ZACH STEINBAUGH	WASTEWATER	08/14/2020	45.81
FEDEX 395881459279	MEMPHIS	ZACH STEINBAUGH	WASTEWATER	08/18/2020	45.92
FEDEX OFFIC74200007427	LOUISVILLE	CHERYL KELLER	POLICE	07/21/2020	89.76
FIRST CHOICE-BOYER S C	303-9649400	DAWN BURGESS	CITY MANAGER	08/12/2020	58.65
FIRST CHOICE-BOYER S C	303-9649400	DAWN BURGESS	CITY MANAGER	08/12/2020	75.26
GEORGE T SANDERS 99	8002840400	ERIK SWIATEK	PARKS	08/05/2020	83.11
GOLF COURSE SUPERINTEN	8004727878	CONNOR POWERS	GOLF COURSE	07/29/2020	95.00
GOLF LOGIX INC	877-9770162	DAVID BARIL	GOLF COURSE	08/15/2020	300.00
GOLF SPORT SOLUTIONS L	LA SALLE	DAVID DEAN	GOLF COURSE	08/04/2020	402.80
GOLF SPORT SOLUTIONS L	LA SALLE	DAVID DEAN	GOLF COURSE	08/04/2020	725.60
GOLF SPORT SOLUTIONS L	LA SALLE	DAVID DEAN	GOLF COURSE	07/22/2020	422.53
GOLF SPORT SOLUTIONS L	LA SALLE	DAVID DEAN	GOLF COURSE	07/22/2020	411.47
GOVERNMENT FINANCE OFF	CHICAGO	DIANE M KREAGER	FINANCE	07/28/2020	100.00
GRAINGER	877-2022594	ERIK SWIATEK	PARKS	08/14/2020	550.57
GRAINGER	877-2022594	JAMES VAUGHAN	REC CENTER	08/10/2020	599.52
GRAINGER	877-2022594	JUSTIN ELKINS	WASTEWATER	08/03/2020	128.70
GRAINGER	877-2022594	JUSTIN ELKINS	WASTEWATER	08/03/2020	97.10
GRAINGER	877-2022594	ZACH STEINBAUGH	WASTEWATER	07/28/2020	75.50
GRAINGER	877-2022594	JAMES VAUGHAN	REC CENTER	07/24/2020	39.28
GRAINGER	877-2022594	ERIK SWIATEK	PARKS	07/23/2020	145.08
GRAINGER	877-2022594	KERRY KRAMER	PARKS	07/21/2020	148.23
GREEN CO2 SYSTEMS	FORT COLLINS	PAUL BORTH	REC CENTER	07/21/2020	945.77
HACH COMPANY	LOVELAND	ZACH STEINBAUGH	WASTEWATER	08/04/2020	372.82
HERITAGE LANDSCAPE SUP	2144914149	DAVID DEAN	GOLF COURSE	08/18/2020	352.97
HERITAGE LANDSCAPE SUP	2144914149	DAVID DEAN	GOLF COURSE	08/18/2020	705.00
HILL PETROLEUM	800-3238963	JUSTIN ELKINS	WASTEWATER	07/22/2020	667.86
HILLYARD INC DENVER	3033211227	SAM WHITE	GOLF COURSE	07/21/2020	257.01
HOBBY-LOBBY #0034	LONGMONT	LARISSA COX	REC CENTER	08/04/2020	18.31
ID ENHANCEMENTS, INC.	8433329720	DANIEL WOOLDRIDGE	IT	08/11/2020	516.64
IDU*INSIGHT PUBLIC SEC	800-INSIGHT	NAT AHRENS	IT	08/19/2020	335.58
IN *AQUATIC RESOURCES,	303-7959332	JAMES VAUGHAN	REC CENTER	07/25/2020	290.00
IN *BIOBAG USA	727-7891646	ERIK SWIATEK	PARKS	08/19/2020	822.00

IN *BIOCHAR NOW, LLC	970-5939100	GREG VENETTE	WATER	08/11/2020	576.00
IN *DENVER FENCE CONST	303-2106232	BOBBIEJO TREGAY	FINANCE	08/11/2020	2,490.00
IN *LONGS PEAK SPRINKL	303-6651010	ZACH STEINBAUGH	WASTEWATER	08/13/2020	321.10
IN *MOUNTAIN PEAK CONT	303-2710376	DEVIN MADIGAN	WASTEWATER	08/12/2020	250.00
IN *ROSE SIGN LANGUAGE	720-2328370	MEREDYTH MUTH	CITY MANAGER	08/13/2020	675.00
IN *ROSE SIGN LANGUAGE	720-2328370	MEREDYTH MUTH	CITY MANAGER	08/13/2020	337.50
IN *STEEL EAGLE INC.	800-4473924	MICHAEL TOWERS	PARKS	08/10/2020	32.79
INITIATIVEONE	GREEN BAY	MEGAN DAVIS	CITY MANAGER	08/19/2020	100.00
INITIATIVEONE	GREEN BAY	DAWN BURGESS	CITY MANAGER	08/12/2020	100.00
INSTANTIMPRINTS.COM	3035072981	GINGER CROSS	GOLF COURSE	08/14/2020	58.00
INSTANTIMPRINTS.COM	3035072981	CALVIN MCCARTY	OPERATIONS	08/11/2020	264.76
INTERACTIVE FITNESS	8885288589	LINDSEY WITTY	REC CENTER	07/30/2020	550.00
ISA	6783670981	CHRIS LICHTY	PARKS	08/19/2020	143.31
ISA	6783670981	MICHAEL TOWERS	PARKS	07/29/2020	135.00
J & S CONTRACTORS SUPP	303-388-4683	KERRY HOLLE	PUBLIC WORKS	08/10/2020	168.00
JAX RANCH & HOME	LAFAYETTE	KEN MATHEWS	OPERATIONS	08/13/2020	55.98
JAX RANCH & HOME	LAFAYETTE	MICHAEL TOWERS	PARKS	07/30/2020	74.76
JAX RANCH & HOME	LAFAYETTE	NICHOLAS POTOPCHUK	PARKS	07/29/2020	65.98
JAX RANCH & HOME	LAFAYETTE	NICHOLAS POTOPCHUK	PARKS	07/27/2020	89.81
JERSEY MIKES 22024	LOUISVILLE	GREG VENETTE	WATER	08/11/2020	44.43
JIMMY JOHNS - 2668	LOUISVILLE	CORY FREI	OPERATIONS	08/04/2020	103.03
JIMMY JOHNS - 2668	LOUISVILLE	KEN MATHEWS	OPERATIONS	07/24/2020	42.05
JUNIPER PAINTS LLC	LOUISVILLE	PHIL LIND	FACILITIES	08/11/2020	79.71
KAPWING PRO PLAN	4153906064	GINGER CROSS	GOLF COURSE	07/23/2020	20.00
KENTSPORTSALPHAGOLF	8187259720	DAVID BARIL	GOLF COURSE	08/01/2020	401.28
KENTSPORTSALPHAGOLF	8187259720	DAVID BARIL	GOLF COURSE	07/30/2020	84.45
KENTSPORTSALPHAGOLF	8187259720	DAVID BARIL	GOLF COURSE	07/23/2020	524.78
KING SOOPERS #0013	LOUISVILLE	DAWN BURGESS	CITY MANAGER	07/24/2020	23.94
KING SOOPERS #0013	LOUISVILLE	LARISSA COX	REC CENTER	07/26/2020	42.89
LAKESHORE LEARNING MAT	3105378600	LANA FAUVER	REC CENTER	08/15/2020	114.98
LALLEMAND SPECIALTIES	MILWAUKEE	CHRIS LICHTY	PARKS	07/23/2020	817.50
LAMARS DONUTS-	LOUISVILLE	DAVID D HAYES	POLICE	07/23/2020	32.37
LEWAN TECHNOLOGY	CREDITCARDS@L	BOBBIEJO TREGAY	FINANCE	08/07/2020	1,639.00
LEWAN TECHNOLOGY	CREDITCARDS@L	BOBBIEJO TREGAY	FINANCE	08/07/2020	961.67
LEWAN TECHNOLOGY	CREDITCARDS@L	BOBBIEJO TREGAY	FINANCE	08/07/2020	743.62
LITTLE VALLEY WHOLESAL	BRIGHTON	MARYANN DORNFELD	PARKS	08/10/2020	58.50
LITTLE VALLEY WHOLESAL	BRIGHTON	MARYANN DORNFELD	PARKS	08/03/2020	904.55

LL JOHNSON DIST CO	DENVER	DRUSILLA TIEBEN	PARKS	08/10/2020	79.51
LOCAL GOVERNMENT EDUCA	800-6212313	CHRISSEY REASON	CITY CLERK	08/19/2020	139.00
LOGMEIN*GOTOMEETING	LOGMEIN.COM	JEFFREY FISHER	POLICE	08/10/2020	49.00
LONGMONT FORD	LONGMONT	MASON THOMPSON	OPERATIONS	08/18/2020	139.95
LONGMONT FORD	7198672956	CALVIN MCCARTY	OPERATIONS	08/13/2020	139.95
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	08/17/2020	65.39
LOWES #00220*	LOUISVILLE	KERRY KRAMER	PARKS	08/14/2020	7.48
LOWES #00220*	LOUISVILLE	ERIK SWIATEK	PARKS	08/14/2020	166.95
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	08/14/2020	14.55
LOWES #00220*	LOUISVILLE	MARYANN DORNFELD	PARKS	08/13/2020	10.98
LOWES #00220*	LOUISVILLE	ERIK SWIATEK	PARKS	08/13/2020	66.62
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	08/13/2020	5.96
LOWES #00220*	LOUISVILLE	KATHLEEN D LORENZO	PARKS	08/12/2020	20.80
LOWES #00220*	LOUISVILLE	MARYANN DORNFELD	PARKS	08/12/2020	16.44
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	08/07/2020	12.98
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	08/06/2020	162.46
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	07/29/2020	109.44
LOWES #00220*	LOUISVILLE	ROBERT ZUCCARO	PLANNING	07/28/2020	57.74
LOWES #00220*	LOUISVILLE	CRAIG DUFFIN	PUBLIC WORKS	07/28/2020	20.96
LOWES #00220*	LOUISVILLE	JAMES VAUGHAN	REC CENTER	07/24/2020	30.86
LOWES #00220*	LOUISVILLE	KEN MATHEWS	OPERATIONS	07/24/2020	46.93
LOWES #00220*	LOUISVILLE	BRIAN GARDUNO	OPERATIONS	07/24/2020	16.73
LOWES #00220*	LOUISVILLE	DAVID DEAN	GOLF COURSE	07/23/2020	272.25
LOWES #00220*	LOUISVILLE	CONNOR POWERS	GOLF COURSE	07/23/2020	11.98
LOWES #00220*	LOUISVILLE	KEN MATHEWS	OPERATIONS	07/21/2020	37.88
LOWES #00220*	LOUISVILLE	SAM WHITE	GOLF COURSE	07/21/2020	77.94
MAD GREENS 0118	LOUISVILLE	GREG VENETTE	WATER	08/04/2020	22.25
MAILCHIMP *MONTHLY	MAILCHIMP.COM	GLORIA HANDYSIDE	CITY MANAGER	08/18/2020	177.65
MARCOS PIZZA - 6005	SUPERIOR	JEN KENNEY	POLICE	07/29/2020	55.21
MEAS SPECIALTIES INC	757-766-4303	GREG VENETTE	WATER	07/22/2020	710.35
METAL SUPERMARKETS WHE	WHEAT RIDGE	ROSS DAVIS	OPERATIONS	07/21/2020	152.84
MILE HIGH TURFGRASS LL	3039880969	DAVID DEAN	GOLF COURSE	07/28/2020	920.62
MONARK GOLF	9095985443	DAVID BARIL	GOLF COURSE	07/21/2020	238.15
MOUSER ELECTRONICS INC	800-346-6873	JUSTIN ELKINS	WASTEWATER	07/21/2020	292.05
MSFT * E0500BPT2A	MSFT AZURE	DANIEL WOOLDRIDGE	IT	08/01/2020	113.00
MURDOCH'S RANCH&HOME #	WESTMINSTER	KERRY KRAMER	PARKS	07/23/2020	56.94
MUSCO SPORTS LIGHTING	6416730411	DRUSILLA TIEBEN	PARKS	08/07/2020	450.00

NAPA AUTO PART 0026903	LOUISVILLE	BOBBIEJO TREGAY	FINANCE	08/12/2020	1,629.09
NAPA AUTO PART 0026903	LOUISVILLE	BOBBIEJO TREGAY	FINANCE	08/12/2020	13.13
NAPA AUTO PART 0026903	LOUISVILLE	PHIL LIND	FACILITIES	08/11/2020	23.08
NAPA AUTO PART 0026903	LOUISVILLE	ZACH STEINBAUGH	WASTEWATER	07/28/2020	130.36
NAPA AUTO PART 0026903	LOUISVILLE	ZACH STEINBAUGH	WASTEWATER	07/28/2020	149.66
NORMANS MEMORIALS	WHEAT RIDGE	ERIK SWIATEK	PARKS	08/05/2020	400.00
NORTHWEST PARKWAY LLC	303-9262500	BOBBIEJO TREGAY	FINANCE	07/22/2020	5.75
NRPA OPERATING	7038582183	KERRY KRAMER	PARKS	08/18/2020	200.00
NRPA OPERATING	7038582183	KERRY KRAMER	PARKS	08/05/2020	120.00
OFFICEMAX/DEPOT 6616	SUPERIOR	DAVID D HAYES	POLICE	08/11/2020	87.96
OTC BRANDS INC	OMAHA	LINDSEY WITTY	REC CENTER	08/10/2020	123.25
OVR*O.CO/OVERSTOCK.COM	800-8432446	KATHERINE ZOSS	CITY MANAGER	08/05/2020	72.40
OVR*O.CO/OVERSTOCK.COM	800-8432446	KATHERINE ZOSS	CITY MANAGER	08/05/2020	75.38
OLD SANTA FE MEXICAN G	LOUISVILLE	DAVID D HAYES	POLICE	07/30/2020	62.33
OLD SANTA FE MEXICAN G	LOUISVILLE	MICHAEL MCINTOSH	POLICE	07/28/2020	29.97
OLD SANTA FE MEXICAN G	LOUISVILLE	MICHAEL MCINTOSH	POLICE	07/21/2020	26.36
P & W GOLF SUPPLY LLC	8479432399	DAVID BARIL	GOLF COURSE	07/22/2020	64.95
PARKSON CORPORATION	954-9746610	ZACH STEINBAUGH	WASTEWATER	08/12/2020	180.93
PAYFLOW/PAYPAL	8888839770	DIANE M KREAGER	FINANCE	08/03/2020	59.95
PAYFLOW/PAYPAL	8888839770	DIANE M KREAGER	FINANCE	08/03/2020	19.95
PAYPAL *AWWA	4029357733	MICHAEL CLEVELAND	OPERATIONS	08/18/2020	19.21
PAYPAL *AWWA	4029357733	MICHAEL CLEVELAND	OPERATIONS	08/18/2020	19.21
PAYPAL *GDS EBAY GDS	4029357733	DAVID BARIL	GOLF COURSE	07/30/2020	69.77
PAYPAL *INDIGOWATER	4029357733	GREG VENETTE	WATER	08/06/2020	40.00
PAYPAL *INDIGOWATER	4029357733	MICHAEL CLEVELAND	OPERATIONS	07/22/2020	40.00
PAYPAL *OFFICEDEPOT	4029357733	DAVID BARIL	GOLF COURSE	08/13/2020	66.99
PAYPAL *OFFICEDEPOT	4029357733	DAVID BARIL	GOLF COURSE	08/14/2020	53.98
PAYPAL *PRECENGRNG	4029357733	DAVID BARIL	GOLF COURSE	08/19/2020	454.86
PAYPAL *XXLPIX GMBH	4029357733	EMILY HOGAN	CITY MANAGER	07/23/2020	9.95
PAYPAL *XXLPIX GMBH	4029357733	EMILY HOGAN	CITY MANAGER	07/22/2020	9.95
PAYPAL *XXLPIX GMBH	4029357733	EMILY HOGAN	CITY MANAGER	07/22/2020	9.95
PCNATION/OFFICENATION	800-235-4050	ZACH STEINBAUGH	WASTEWATER	08/12/2020	235.40
PET SCOOP	DENVER	DRUSILLA TIEBEN	PARKS	08/01/2020	540.00
PIONEER BROOMFIELD	BROOMFIELD	MASON THOMPSON	OPERATIONS	08/18/2020	37.13
PLUG N PAY TECHNOLOGIE	631-8707735	JULIE SEYDEL	REC CENTER	08/10/2020	46.50
POSPAPER.COM	9047379989	JILL SIEWERT	LIBRARY	07/23/2020	329.50
PP*ADVANCEDCAR	4029352244	AMANDA PERERA	REC CENTER	08/17/2020	600.60

PP*ADVANCEDCAR	4029352244	AMANDA PERERA	REC CENTER	07/21/2020	709.80
PRAIRIE MOUNTAIN MEDIA	8884549588	BOBBIEJO TREGAY	FINANCE	08/14/2020	1,722.16
PROJECT MGMT INSTITUTE	610-3564600	JUSTIN ELKINS	WASTEWATER	08/12/2020	129.00
RED*CROSS TRNG & PROD	800-733-2767	KATIE MEYER	REC CENTER	07/22/2020	112.00
REDNECK TRAILER SUP 9	FREDERICK	VICKIE ILKO	OPERATIONS	07/28/2020	71.79
ROADSAFE 3101	401-2534600	THOMAS CZAJKA	OPERATIONS	08/06/2020	789.18
ROADSAFE 3101	401-2534600	JACK MANIAN	OPERATIONS	07/31/2020	465.90
ROADSAFE 3101	401-2534600	JACK MANIAN	OPERATIONS	07/31/2020	236.32
RRINDUSTRIES	9493619238	KERRY HOLLE	PUBLIC WORKS	07/27/2020	85.24
SAFETY KLEEN SYSTEMS B	972-2652000	CONNOR POWERS	GOLF COURSE	07/21/2020	97.50
SAFEWAY #2812	LOUISVILLE	DAVID BARIL	GOLF COURSE	08/14/2020	25.00
SAFEWAY #2812	LOUISVILLE	DAVID BARIL	GOLF COURSE	08/12/2020	25.00
SAFEWAY #2812	LOUISVILLE	DAVID BARIL	GOLF COURSE	08/08/2020	25.00
SAFEWAY #2812	LOUISVILLE	DAVID BARIL	GOLF COURSE	08/05/2020	50.00
SAFEWAY #2812	LOUISVILLE	DAVID BARIL	GOLF COURSE	08/01/2020	.73
SAFEWAY #2812	LOUISVILLE	DAVID BARIL	GOLF COURSE	08/01/2020	15.46
SAFEWAY #2812	LOUISVILLE	DAVID BARIL	GOLF COURSE	08/01/2020	20.73
SAFEWAY #2812	LOUISVILLE	DAVID BARIL	GOLF COURSE	08/01/2020	15.46
SAFEWAY #2812	LOUISVILLE	SAM WHITE	GOLF COURSE	07/28/2020	25.00
SAFEWAY #2812	LOUISVILLE	DAVID D HAYES	POLICE	07/23/2020	11.48
SAFEWAY #2812	LOUISVILLE	DAVID BARIL	GOLF COURSE	07/23/2020	37.50
SAFEWAY #2812	LOUISVILLE	DAVID BARIL	GOLF COURSE	07/25/2020	25.00
SAFEWAY #2812	LOUISVILLE	SAM WHITE	GOLF COURSE	07/21/2020	17.50
SAFEWAY #2812	LOUISVILLE	DAVID BARIL	GOLF COURSE	07/20/2020	29.90
SHRED-IT	8666474733	CHERYL KELLER	POLICE	08/03/2020	30.00
SIP.US LLC	800-566-9810	JUSTIN ELKINS	WASTEWATER	08/10/2020	29.70
SITEONE LANDSCAPE SUPP	BROOMFIELD	ERIK SWIATEK	PARKS	08/19/2020	859.64
SITEONE LANDSCAPE SUPP	BROOMFIELD	DAVID DEAN	GOLF COURSE	08/10/2020	176.92
SITEONE LANDSCAPE SUPP	BROOMFIELD	KERRY KRAMER	PARKS	07/23/2020	571.80
SITEONE LANDSCAPE SUPP	BROOMFIELD	DANIEL PEER	PARKS	07/22/2020	753.29
SMK*SURVEYMONKEY.COM	971-2445555	AMANDA PERERA	REC CENTER	07/21/2020	300.00
SOURCE OFFICE - VITAL	GOLDEN	DAWN BURGESS	CITY MANAGER	08/19/2020	98.07
SOURCE OFFICE - VITAL	GOLDEN	JIM GILBERT	PARKS	07/22/2020	45.87
SPEEDY SIGN WORKS INC	303-5302595	CATHERINE JEPSON	PARKS	07/30/2020	40.00
SQ *BEAVERS FISH FARM	BOULDER	DAVID DEAN	GOLF COURSE	08/14/2020	230.00
SQ *STEVE LANZ	MEAD	NICHOLAS POTOPCHUK	PARKS	08/10/2020	390.00
STAPLS7310457250000001	877-8267755	CHERYL KELLER	POLICE	07/25/2020	79.95

STAPLS7310457250000002	877-8267755	CHERYL KELLER	POLICE	07/24/2020	11.98
STAPLS7311293081000001	877-8267755	DIANE M KREAGER	FINANCE	08/06/2020	861.07
STAPLS7311418866000001	877-8267755	CHERYL KELLER	POLICE	08/07/2020	39.32
STAR CRANE & HOIST	6168925500	GREG VENETTE	WATER	07/29/2020	486.72
STK*SHUTTERSTOCK	8666633954	EMILY HOGAN	CITY MANAGER	08/15/2020	99.00
TARGET 00017699	SUPERIOR	LISA RITCHIE	PLANNING	08/17/2020	44.99
TARGET SPECIALTY PROD	SANTA FE SPRI	DAVID DEAN	GOLF COURSE	08/19/2020	411.44
TECHSMITH CORPORATION	8005173001	CHRISTOPHER NEVES	IT	08/05/2020	134.25
TESSCO TECHNOLOGIES	8004727373	DAVID ALDERS	PARKS	07/24/2020	36.74
TFS*FISHER SCI ATL	800-766-7000	JUSTIN ELKINS	WASTEWATER	08/05/2020	439.27
THE BUSINESS JOURNALS	8004863289	JILL SIEWERT	LIBRARY	07/28/2020	135.00
THE HOME DEPOT #1506	LOUISVILLE	KEN MATHEWS	OPERATIONS	08/18/2020	11.94
THE HOME DEPOT #1506	LOUISVILLE	MICHAEL TOWERS	PARKS	08/17/2020	6.13
THE HOME DEPOT #1506	LOUISVILLE	JACK MANIAN	OPERATIONS	08/17/2020	30.88
THE HOME DEPOT #1506	LOUISVILLE	DAVID ALDERS	PARKS	08/17/2020	41.20
THE HOME DEPOT #1506	LOUISVILLE	LANA FAUVER	REC CENTER	08/15/2020	23.88
THE HOME DEPOT #1506	LOUISVILLE	MATT LOOMIS	PARKS	08/13/2020	13.62
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	08/13/2020	46.72
THE HOME DEPOT #1506	LOUISVILLE	AARON GRANT	PARKS	08/13/2020	13.94
THE HOME DEPOT #1506	LOUISVILLE	DAVID SZABADOS	FACILITIES	08/12/2020	17.98
THE HOME DEPOT #1506	LOUISVILLE	BRIAN GARDUNO	OPERATIONS	08/11/2020	23.97
THE HOME DEPOT #1506	LOUISVILLE	MICHAEL TOWERS	PARKS	08/11/2020	19.98
THE HOME DEPOT #1506	LOUISVILLE	JACK MANIAN	OPERATIONS	08/11/2020	14.53
THE HOME DEPOT #1506	LOUISVILLE	NICHOLAS POTOPCHUK	PARKS	08/10/2020	20.79
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	08/06/2020	33.86
THE HOME DEPOT #1506	LOUISVILLE	JACK MANIAN	OPERATIONS	08/06/2020	55.91
THE HOME DEPOT #1506	LOUISVILLE	NICHOLAS POTOPCHUK	PARKS	08/06/2020	3.12
THE HOME DEPOT #1506	LOUISVILLE	BENJAMIN FRANCISCO	OPERATIONS	08/05/2020	24.37
THE HOME DEPOT #1506	LOUISVILLE	MICHAEL TOWERS	PARKS	08/04/2020	25.66
THE HOME DEPOT #1506	LOUISVILLE	NICHOLAS POTOPCHUK	PARKS	08/04/2020	36.14
THE HOME DEPOT #1506	LOUISVILLE	GREG VENETTE	WATER	08/03/2020	32.87
THE HOME DEPOT #1506	LOUISVILLE	CHRIS LICHTY	PARKS	07/30/2020	7.27
THE HOME DEPOT #1506	LOUISVILLE	CHRIS LICHTY	PARKS	07/30/2020	7.27
THE HOME DEPOT #1506	LOUISVILLE	CHRIS LICHTY	PARKS	07/30/2020	6.98
THE HOME DEPOT #1506	LOUISVILLE	DANIEL WOOLDRIDGE	IT	07/31/2020	47.22
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS	PARKS	07/30/2020	41.94
THE HOME DEPOT #1506	LOUISVILLE	VICKIE ILKO	OPERATIONS	07/30/2020	33.98

THE HOME DEPOT #1506	LOUISVILLE	ROSS DAVIS	OPERATIONS	07/30/2020	42.81
THE HOME DEPOT #1506	LOUISVILLE	ROSS DAVIS	OPERATIONS	07/29/2020	133.97
THE HOME DEPOT #1506	LOUISVILLE	CRAIG DUFFIN	PUBLIC WORKS	07/28/2020	28.68
THE HOME DEPOT #1506	LOUISVILLE	MICHAEL TOWERS	PARKS	07/28/2020	3.96
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	07/27/2020	28.53
THE HOME DEPOT #1506	LOUISVILLE	DANIEL PEER	PARKS	07/27/2020	13.98
THE HOME DEPOT #1506	LOUISVILLE	MATT LOOMIS	PARKS	07/23/2020	7.94
THE HOME DEPOT #1506	LOUISVILLE	BENJAMIN FRANCISCO	OPERATIONS	07/23/2020	41.82
THE HOME DEPOT #1506	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	07/23/2020	181.80
THE HOME DEPOT #1506	LOUISVILLE	MICHAEL TOWERS	PARKS	07/22/2020	15.97
THE HOME DEPOT #1506	LOUISVILLE	KERRY KRAMER	PARKS	07/22/2020	7.92
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	07/21/2020	12.54
THE HOME DEPOT #1506	LOUISVILLE	BENJAMIN FRANCISCO	OPERATIONS	07/21/2020	57.36
THE HOME DEPOT #1506	LOUISVILLE	THOMAS CZAJKA	OPERATIONS	07/21/2020	61.80
THE HOME DEPOT #1506	LOUISVILLE	THOMAS CZAJKA	OPERATIONS	07/21/2020	9.98
THE HOME DEPOT #1506	LOUISVILLE	CALVIN MCCARTY	OPERATIONS	07/21/2020	7.04
THE HOME DEPOT #1506	LOUISVILLE	CALVIN MCCARTY	OPERATIONS	07/21/2020	7.04
THE HOME DEPOT #1506	LOUISVILLE	CALVIN MCCARTY	OPERATIONS	07/21/2020	6.48
THE HOME DEPOT #1506	LOUISVILLE	PHIL LIND	FACILITIES	07/21/2020	41.46
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	07/20/2020	33.11
THE HOME DEPOT #1506	LOUISVILLE	NICHOLAS POTOPCHUK	PARKS	07/20/2020	10.27
THE HOME DEPOT 1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	07/28/2020	87.08
THE HOME DEPOT 1506	LOUISVILLE	BENJAMIN FRANCISCO	OPERATIONS	07/24/2020	222.91
THE HOME DEPOT PRO	8565333261	ERIK SWIATEK	PARKS	08/13/2020	551.76
THE HOME DEPOT PRO	8565333261	ERIK SWIATEK	PARKS	07/24/2020	648.65
TOWN OF SUPERIOR	3034993675	DRUSILLA TIEBEN	PARKS	08/05/2020	49.77
THE LUBRICANT STORE	5120800053	DEVIN MADIGAN	WASTEWATER	08/13/2020	360.92
USA BLUE BOOK	8004939876	VICKIE ILKO	OPERATIONS	08/12/2020	465.60
USA BLUE BOOK	8004939876	VICKIE ILKO	OPERATIONS	07/24/2020	365.96
USPS PO 0752200258	LAFAYETTE	ELIZABETH SCHETTLER	PLANNING	07/31/2020	42.80
USPS PO 0756700237	SUPERIOR	BENJAMIN WHITE-PATARINO	PARKS	08/17/2020	4.10
USPS PO 0756700237	SUPERIOR	BEN REDARD	POLICE	08/03/2020	23.10
USPS PO 0756700237	SUPERIOR	SHAIRA WHITTLE	POLICE	07/22/2020	16.80
VENNGAGE.COM	TORONTO	EMILY HOGAN	CITY MANAGER	08/15/2020	19.00
VZWRSS*MY VZ VB P	800-922-0204	BOBBIEJO TREGAY	FINANCE	07/24/2020	3,134.65
VZWRSS*MY VZ VB P	800-922-0204	BOBBIEJO TREGAY	FINANCE	07/23/2020	2,594.97
VZWRSS*MY VZ VB P	800-922-0204	BOBBIEJO TREGAY	FINANCE	07/23/2020	4,070.49

VZWRSS*PRPAY AUTOPAY	888-294-6804	CRAIG DUFFIN	PUBLIC WORKS	08/08/2020	20.00
WALGREENS #1286	LOUISVILLE	BENJAMIN KURTZ	POLICE	08/01/2020	20.99
WALGREENS #6467	SUPERIOR	DAVID D HAYES	POLICE	08/01/2020	134.95
WALGREENS #7006	SUPERIOR	BENJAMIN KURTZ	POLICE	08/01/2020	41.98
WALMART EGIFT CARD	8009666546	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	07/20/2020	25.00
WALMART EGIFT CARD	8009666546	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	07/20/2020	25.00
WALMART EGIFT CARD	8009666546	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	07/20/2020	25.00
WALMART EGIFT CARD	8009666546	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	07/20/2020	25.00
WALMART EGIFT CARD	8009666546	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	07/20/2020	25.00
WALMART EGIFT CARD	8009666546	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	07/20/2020	25.00
WALMART EGIFT CARD	8009666546	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	07/20/2020	25.00
WEST MARINE #300	800-937-2628	GREG VENETTE	WATER	07/25/2020	67.59
WILBUR ELLIS DENVER	720-5920288	DAVID DEAN	GOLF COURSE	08/04/2020	364.00
WM SUPERCENTER #5341	BROOMFIELD	LANA FAUVER	REC CENTER	08/12/2020	128.41
WM SUPERCENTER #5341	BROOMFIELD	LANA FAUVER	REC CENTER	08/12/2020	132.04
WM SUPERCENTER #5341	BROOMFIELD	LANA FAUVER	REC CENTER	08/06/2020	128.41
WPY*PACIFIC EDUCATIONA	855-469-3729	MEAGAN BROWN	HUMAN RESOURCES	08/18/2020	68.25
WPY*PACIFIC EDUCATIONA	855-469-3729	MEAGAN BROWN	HUMAN RESOURCES	08/18/2020	136.50
WPY*PACIFIC EDUCATIONA	855-469-3729	MEAGAN BROWN	HUMAN RESOURCES	08/11/2020	136.50
WPY*PACIFIC EDUCATIONA	855-469-3729	MEAGAN BROWN	HUMAN RESOURCES	08/11/2020	477.75
WRAP LLC	3052030901	KERRY HOLLE	PUBLIC WORKS	08/10/2020	275.44
YOURMEMBER-CAREERS	7274976573	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	08/12/2020	299.00
ZOOM.US	8887999666	PAULA KNAPEK	HUMAN RESOURCES	08/18/2020	16.28
ZOOM.US	8887999666	CHRISTOPHER NEVES	IT	08/14/2020	718.80
ZOOM.US	8887999666	ROBERT ZUCCARO	PLANNING	08/16/2020	59.73
ZOOM.US	8887999666	CHRISTOPHER NEVES	IT	08/11/2020	210.08
ZOOM.US	8887999666	MICHAEL MCINTOSH	POLICE	08/03/2020	1.29
ZOOM.US	8887999666	MICHAEL MCINTOSH	POLICE	08/03/2020	1.29
ZOOM.US	8887999666	KATIE BEASLEY	REC CENTER	07/31/2020	1.29
ZOOM.US	8887999666	KATIE BEASLEY	REC CENTER	07/31/2020	1.29
ZOOM.US	8887999666	KATIE BEASLEY	REC CENTER	07/31/2020	1.29
ZOOM.US	8887999666	KATIE BEASLEY	REC CENTER	08/02/2020	14.99
ZOOM.US	8887999666	MICHAEL MCINTOSH	POLICE	07/29/2020	16.28
ZOOM.US	8887999666	KATHLEEN HIX	HUMAN RESOURCES	07/21/2020	16.28
ZOOM.US 888-799-9666	8887999666	DAVID D HAYES	POLICE	08/07/2020	16.28
ZORO TOOLS INC	855-2899676	BOBBIEJO TREGAY	FINANCE	07/18/2020	37.61
		CREDITS APPLIED & USED		8/20/2020	-1123.17

TOTAL					\$ 85,159.41

CITY OF LOUISVILLE

EXPENDITURE APPROVALS \$25,000.00 - \$99,999.99

AUGUST 2020

DATE	P.O. #	VENDOR	DESCRIPTION	AMOUNT
8/6/2020	2020151	CDW Government	CARES Hardware	\$29,314.06
			<i>CDWG is an authorized Lenovo and HP dealer under the State of Colorado contract.</i>	
8/11/2020	2020155	Optiv Security Inc.	Varonis Systems Subscription	\$39,118.66
			<i>Optiv Varonis is sole source since we are buying direct from the vendor for a unique data and security monitoring subscription. This was originally part of a 2021 CIP, but it's been moved up due to imminent threats to the City network.</i>	

project full-time staff of 5-15 and a large part-time staff with staff members earning between \$30,000 - \$35,000.

This project meets the BAP criteria by creating new basic jobs within the City and drawing new customers/visitors to the area, without detracting from other existing businesses.

The assistance is for a proposed 50% rebate of Building Permit Fees and Construction Use Tax, capped at \$84,000. A proposed 40% rebate on new Consumer Use Tax, related to equipment and tangible good purchases for the sports facility, capped at \$6,000. The project must be completed by January 31, 2022 and the business must remain in Louisville for 7 years.

The financial impact to the City would be rebates totaling \$83,220. These are off-set by anticipated revenues of \$194,390. Based on initial estimates of equipment and fixture needs, the company could pay \$18,250 in Consumer Use Tax, of which the City would rebate \$6,000. The total impact over two years is \$212,640.

Staff recommends approval of the resolution.

Public Comments – None

Councilmember Lipton asked if this needs a Special Review Use in the CTC. Mayor Stolzmann stated gyms are a special review use in the CTC.

Councilmember Lipton moved to approve the resolution; seconded by Mayor Pro Tem Maloney.

Roll Call Vote: motion passed by unanimous roll call vote.

DISCUSSION/DIRECTION – SUSTAINABILITY ACTION PLAN UPDATE

Mayor Stolzmann introduced the item.

Laura Levesque-Catalano spoke on behalf of the Sustainability Advisory Board noting their goals for a healthy environment and resilient community. She noted the recent citizen survey showed great support for sustainability. The Board has spent the last year updating the plan with new goals, new regional information, and updated targets. This plan is a lens through which the City can make decisions moving forward. The Board recommends Council adopt the plan and supports additional funding for sustainability in all areas of the City.

Sustainability Specialist Baum stated this update has inclusive, priority driven information that they feel also provides accountability and flexibility. She noted there were a variety of reasons to update this now including new community-wide carbon reduction goals,

evolving regional partnerships and the adoption of the Transportation Master Plan (TMP). It also removed no longer relevant items.

The draft plan includes a triple bottom line, near term and midterm strategies, and a priority matrix. The plan includes the separation of climate and energy goals, the addition of ecological health, and adds consistency with Boulder County goals.

She reviewed the priority matrix noting it includes 13 priority strategies and all of them are steps to meet our sustainability vision. She noted funding for the plan has not been identified for the plan goals and added the funding for staff is now grant funded.

Staff and the Board are asking for feedback on the draft or changes Council would like to see before it can be brought back for adoption in October.

Public Comments - None

Councilmember Brown asked how often we get a true inventory of our greenhouse gas levels. Baum stated that Boulder County does a greenhouse gas protocol inventory every four years and internally we try to track as much as we can on an annual basis.

Councilmember Brown stated he sees a lot of the goals are directional rather than specific and he would like to find a way to have more specific targets.

Mayor Pro Tem Maloney agreed he would like more specific goals. He would like the Council to make a priority in the 2021 work plan to address some of these items in a bigger way. He would also like the Council to look into something like Denver's Climate Tax for the 2021 ballot. He thinks residents would support that. We need to fund this and be bold.

Councilmember Fahey agreed with the others that we need to take definite steps to a real goal. She supports spending more money and increased staffing for this.

Mayor Stolzmann noted there is much in this plan that is actionable and can be implemented with big results if Council is willing to do that.

Councilmember Leh suggested the Board find ways to partner with the private sector when possible as well as getting input from the youth of the community. Baum stated the Board is working with both the Green Businesses and area youth.

Councilmember Dickinson stated this is a priority for us and we need to fund it to a high enough level to see results. He would also like to have incentives to help people meet these goals.

Seth Adams, Sustainability Board, stated the board strongly recommends funding the sustainability coordinator position as a full-time, permanent position.

Mayor Stolzmann stated there appears to be strong support for the plan with only minimal changes before adoption.

Councilmember Fahey stated she would like to see each City department incorporate sustainability in all activities.

Mayor Pro Tem Maloney stated he would like the Council to look at addressing this in the 2021 work plan and seriously consider something like a climate tax proposal for the ballot.

ADVANCED AGENDA AND IDENTIFICATION OF FUTURE AGENDA ITEMS

Members reviewed the advanced agenda. Mayor Stolzmann suggested cancelling the September 8 study session. Members agreed.

ADJOURN

Members adjourned at 7:12 pm.

Ashley Stolzmann, Mayor

Meredyth Muth, City Clerk

City Council Meeting Minutes

**September 1, 2020
Electronic Meeting
6:00 PM**

Call to Order – Mayor Stolzmann called the meeting to order at 6:00 p.m. **Roll Call** was taken and the following members were present:

City Council: ***Mayor Ashley Stolzmann
Mayor Pro Tem Dennis Maloney
Councilmember Kyle Brown
Councilmember J. Caleb Dickinson
Councilmember Deborah Fahey
Councilmember Chris Leh
Councilmember Jeff Lipton***

Staff Present: ***Heather Balsler, City Manager
Megan Davis, Deputy City Manager
Kurt Kowar, Public Works Director
Rob Zuccaro, Planning & Building Safety Director
Lisa Ritchie, Senior Planner
Harry Brennan, Associate Planner
Megan Pierce, Economic Vitality Director
Meredyth Muth, City Clerk***

Others Present: ***Kathleen Kelly, City Attorney***

Mayor Stolzmann noted that because of the COVID-19 emergency the meeting is being held electronically. She gave information on how the meeting process will work and directions for those dialing in on how to participate when it is time for public comments.

APPROVAL OF AGENDA

Mayor Stolzmann called for changes to the agenda and hearing none asked for a motion. Councilmember Lipton moved to approve the agenda, seconded by Councilmember Dickinson. All in favor.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND THE CONSENT AGENDA

None.

APPROVAL OF THE CONSENT AGENDA

Mayor Stolzmann asked for changes to the consent agenda; hearing none she asked for a motion. Councilmember Lipton moved to approve the consent agenda, seconded by Councilmember Fahey.

Councilmember Brown noted the increase for solid waste service fees is on this consent agenda. He stated he wants to make sure this increase is not overly affecting those who need the most help these days and would like the Council to have a later discussion about how best to help those who need it right now.

Voice vote: all in favor.

- A. ***Approval of Bills***
- B. ***Approval of Minutes: August 11, 2020; August 18, 2020***
- C. ***Approval of Resolution No. 65, Series 2020 – A Resolution Approving a First Amendment to a Business Assistance Agreement with Linmark, Inc. for an Economic Development Project in the City of Louisville***
- D. ***Approval of Resolution No. 66, Series 2020 – A Resolution Supporting the City of Louisville’s Grant Application to the Colorado Department of Local Affairs for an Energy and Mineral Impact Assistance Fund Grant***
- E. ***Approval of Grant Agreement with Carlisle Thompson for FEMA Grant Administration and Closeout Assistance***
- F. ***Approval of Resolution No. 67, Series 2020 – A Resolution Establishing Refuse, Recyclables, and Compostables Collection and Disposal Fees Effective September 1, 2020 for the City of Louisville, Colorado***

COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA

None.

CITY MANAGER’S REPORT

City Manager Balser reminded people of the Labor Day Drive Through Car Show.

REGULAR BUSINESS

RESOLUTION NO. 68, SERIES 2020, A RESOLUTION EXTENDING THE TEMPORARY CLOSURE OF PORTIONS OF MAIN STREET IN DOWNTOWN LOUISVILLE FOR OUTDOOR DINING AREAS

Director Pierce stated the current temporary closure of Main Street was approved by Council on May 26. It opened June 10 and is currently slated to end October 5; 15 of 17 food and beverage establishments on three blocks of Main Street participated. Three businesses on Front Street expanded onto City right-of-way (street or park) as well. The program was provided at no-cost to businesses except for costs for outdoor furniture and State fees for liquor licensing. Generally, the program is considered a success, with positive feedback from the community and business owners.

Director Pierce stated the restaurants and Downtown Business Association (DBA) approached City staff in August about a potential extension. Staff supports the request to extend from October 5 to October 31. This is consistent with extensions recently approved by Denver and Boulder. There is no additional financial impact to the City by extending the closure. A notification letter regarding the potential extension was mailed to surrounding residents on August 21 asking for public input.

Director Pierce noted the DBA's letter recommending the extension also suggests a permanent pedestrian area closure of Main Street. Council has noted this item would need to be raised and incorporated into the 2021 annual work plan. Staff continues to field requests related to possibly adding tents as the weather cools. She stated that at this time, no tents will be permitted on Main Street.

Staff recommends approval of the extension.

Public Comments – None.

Councilmember Dickinson stated this has been a real success for the summer.

Councilmember Brown stated he supports this for October but does not see it being a good fit for the winter particularly with how the traffic rerouting affects nearby residents.

Councilmember Leh stated he supports the extension to help local businesses.

Mayor Pro Tem Maloney moved to approve the resolution; Councilmember Leh seconded the motion.

Mayor Stolzmann stated she supports the extension to help address the pandemic and to look at how we can help all businesses in the pandemic.

Roll Call Vote: Motion passed by unanimous roll call vote.

ORDINANCE NO. 1796, SERIES 2020 – AN ORDINANCE APPROVING THE REZONING OF LOTS 1 AND 2, CRYSTAL ESTATES REPLAT A LOCATED AT 1655 COURTESY ROAD AND 1655 CANNON CIRCLE FROM THE COMMERCIAL BUSINESS ZONE DISTRICT TO COMMERCIAL COMMUNITY, MIXED USE ZONE

DISTRICT PURSUANT TO LOUISVILLE MUNICIPAL CODE CHAPTER 17.14 - MIXED USE ZONE DISTRICTS – 2nd READING, PUBLIC HEARING (advertised *Daily Camera 8/2/20*) continued from 8/18/20

Mayor Stolzmann introduced the item, opened the public hearing, and asked for any Council disclosures. There were no disclosures.

Planner Ritchie reviewed the location and layout of the site. The site was recently sold and is changing uses from an auto repair shop to a retail marijuana shop. She stated this request to rezone this property is required as the Code requires a rezoning in this area to a mixed use zoning upon a change of use. She reviewed the history of the site. The PUD was approved in 2005; the current building constructed in 2007.

Ritchie reviewed the rezoning criteria noting staff finds it meets Criterion 2: This area has changed or is changing to such a degree that it is in the public interest to encourage a redevelopment of the area. Staff notes the area is included within the Highway 42 Revitalization Area, which serves as a guide to accommodate desired change within the area. The zone change will facilitate redevelopment over time consistent with the goals and policies of the Framework Plan and Chapter 17.14 of the LMC.

Staff recommends approval of the ordinance.

Public Comments - None

Councilmember Lipton asked why the code would require the rezoning when the current and future uses are both allowed in this CC zoning. Ritchie stated the goal of the Highway 42 Plan was to have a change in the area from industrial to mixed use to phase out the light industrial in the corridor.

Public Comments – None.

Councilmember Lipton moved to approve the ordinance; Councilmember Leh seconded the motion.

Mayor Stolzmann closed the public hearing.

Roll Call Vote: passed by unanimous roll call vote. (Mayor Pro Tem Maloney absent.)

RESOLUTION NO. 69, SERIES 2020 – A RESOLUTION APPROVING A PLANNED UNIT DEVELOPMENT AMENDMENT TO ALLOW A SINGLE-STORY ADDITION AND ASSOCIATED SITE IMPROVEMENTS ON THE PROPERTY AT 931 MAIN STREET

Mayor Stolzmann introduced the item, opened the public hearing, and asked for any Council disclosures. There were no disclosures.

Planner Ritchie stated this is a request for a single-story addition to the rear of an existing structure at 931 Main Street. She reviewed the site and the existing 650 sf structure on the property constructed in 1900. The PUD was approved in 2014 and amended in 2017 to allow construction of a two-story addition to the rear of the existing structure but it was never built. She reviewed the proposed building.

She noted that the Historic Preservation Commission did review the application and they recommend approval.

She stated this site is subject to the Design Handbook for Downtown Louisville and the proposal meets all applicable standards. It is also subject to downtown parking requirements. One off-street space is required; they are providing two spaces. The proposal also meets all applicable PUD criteria.

Staff recommends approval of the resolution.

Public Comments – None.

Mayor Stolzmann stated the proposal appears to meet all the criteria.

Councilmember Lipton moved to approve the resolution; Councilmember Dickinson seconded the motion.

Mayor Stolzmann closed the public hearing.

Roll Call Vote: Motion passed by unanimous roll call vote.

RESOLUTION NO. 70, SERIES 2020 – A RESOLUTION APPROVING AN AMENDMENT TO THE NAPA AUTO PARTS FINAL PLANNED UNIT DEVELOPMENT FOR LOUISVILLE PLAZA FILING NO. 2, LOT 4, FIRST AMENDMENT, LOT 4B, 1413 HECLA WAY

Mayor Stolzmann introduced the item, opened the public hearing, and asked for Council disclosures. There were no disclosures. Mayor Stolzmann noted the addendum to the packet includes emails related to this item and they have been added to the record.

Planner Brennan stated this is a request for a PUD amendment for 1411-1413 Hecla Way. He reviewed the history of the site. The site is currently under the 2002 PUD. He stated that in 2019 the Council changed the zone districts in which retail marijuana stores are allowed and that opened up this location for that use.

Brennan reviewed the proposed plans for the site. There is a 30-foot buffer on the east side with plantings and a wall to shield the neighbors. The applicant has provided information on how trucks accessing neighboring NAPA can use the site for turning.

Staff finds the proposal meets the PUD criteria from Section 17.28.120 of the LMC as well as the requirements of the CDDSG. The applicant is not asking for any waivers.

Staff recommends approval of the resolution with the following conditions: physical backshields be added to the pole mounted light fixtures, or that a new light fixture model with physical backshields be used in place to those currently proposed for the pole mounted lights, and a note will be added to the PUD stating that truck access for lot 4A can be accommodated on this site.

Mayor Stolzmann stated the Council got a number of emails from residents about the dissimilar uses of the commercial lot adjacent to the residential lots. She stated the 30-foot buffer does divide the two. She stated the wall seems to be a point of contention for some neighbors and is not required. Brennan stated this was a recommendation from staff to help with the spillover of car headlights from the property, however if it is not wanted it can be removed.

Mayor Stolzmann asked if the parking spaces pointing towards the neighborhood are necessary. Brennan stated they can be removed and the plan still meets the parking requirements. The applicant stated he would be willing to remove them.

The applicant stated he accepts the two conditions recommended by staff.

Councilmembers Dickinson and Leh stated they would like to find the best way to address the lights from cars whether that is with or without the wall.

Public Comments

Mark Cathcart, 1763 Sweet Clover Lane (pooling time with neighbors), stated the public notice sign listed the incorrect month on it so many neighbors may not know about this hearing. He stated he has concerns about the application. He stated when Council changed the rules to allow marijuana on this site they did not do enough public outreach so people would understand what the changes would mean. He stated he has reached out to the applicant to work with him on the site but has not ever heard from him. He feels the building and parking are in the wrong place on the lot and as designed it has too big an impact on the residential neighbors. He asked Council to deny the application and require it be redesigned.

Lazar Gintchin, 1491 Hecla Way, stated he does not think there is enough room for the trucks to turn around and park to access the NAPA building next door as it is designed.

Marsha McClanahan, 1459 Hecla Way, stated she has concerns about the marijuana store being allowed to stay open until 10 pm next to a residential area bringing traffic to the area. She is also concerned about a marijuana store being so close to residential homes that have young kids.

Kate Ripley, 1763 Sweet Clover Lane, urged Council to deny the application; she does not want a retail marijuana store in her backyard. She feels the building is not in character with the neighborhood and the wall is ugly and should be removed with the additional parking spaces.

Greg Jones, 1809 Sweet Clover Lane, stated it seems the uses of this site were not rethought once residential went in so close to it. This business does not fit into this area. There should be stronger regulations for retail uses on this site. He urged denial.

Scott McElroy, 1873 Sweet Clover Lane, asked Council to deny the application and make the applicant work with residents to redesign the proposal to better meet the neighborhood needs.

Laura Chernikoff, 1459 Hecla Way, stated she opposes this proposal and does not feel the use should not be allowed on the site. She would like to see it redesigned.

Councilmember Lipton asked if this application meets the criteria set forth in the code and what can the Council look at and what is not applicable. He noted this is not a Special Review Use where there would be criteria above normal use by right.

Director Zuccaro stated for any development if the proposed use is allowed it is use by right, however site design could address some things about the building. This development must meet the CDDSG requirements and address all other requirements.

Councilmember Lipton stated this is a permitted use under our regulations. It could be a marijuana shop or a convenience store or anything that falls under allowable uses. What might start as a marijuana shop may change to many other uses over time. We have to consider the design not the use. Considering design, this does meet the requirements of the code even if some community members feel it should be in a different location. It does meet the criteria in the CDDSG.

Councilmember Lipton stated the proposed wall could be changed or removed but there will be no perfect solution for the neighbors; in the end it will be a commercial use. He stated he does not feel the hours should be limited; Council does not set hours for commercial uses on the other lots.

Councilmember Leh asked if notice requirements were met with the error on the sign posted on the property. Brennan stated all other requirements were met and had the correct date. Director Zuccaro suggested the hearing be renoticed given the sign error to make sure all public is able to comment if they would like to. City Attorney Kelly agreed this would be a good idea to make sure anyone who wants to participate in the hearing has an opportunity to do so.

Councilmember Leh moved to continue the item to September 22 and also to make that a special meeting; Councilmember Brown seconded the motion.

Roll Call Vote to continue the hearing to September 22: motion passed by unanimous roll call vote.

RESOLUTION NO. 71, SERIES 2020 – A RESOLUTION APPROVING AN AMENDMENT TO THE PARBOIS PLACE PLANNED UNIT DEVELOPMENT TO REMOVE THE DEMOLITION REQUIREMENT ON LOT 6, LOCATED AT 543 COUNTY ROAD

Mayor Stolzmann introduced the item, opened the public hearing, and asked for Council disclosures. Mayor Stolzmann stated she did speak with the applicant prior to the application being filed but that will not influence her decision tonight. Councilmember Lipton stated he had a conversation with the applicant about the history of the property prior to this application being filed. There were no other disclosures.

Planner Brennan stated this is a request for a PUD amendment. He reviewed the site and its history noting a 2013 PUD amendment required the demolition of the garage on the site. Since then the property has been sold to a new owner who was unaware of the demolition requirement and who would like to keep the garage. There was no information in the original agreement as to why the garage needed to be demolished. In addition, another home in the PUD was originally required to be demolished and was later allowed to be kept. Any future development on the lot would have to meet all regulations.

Staff finds the proposal meets the PUD criteria outlined in Section 17.28.120 of the LMC. No waivers are requested. Staff recommends approval of the resolution.

Public Comments – None.

Councilmember Lipton moved to approve the resolution; Mayor Pro Tem Maloney seconded the motion.

Mayor Stolzmann closed the public hearing.

Roll Call Vote: Motion passed by unanimous roll call vote.

CHERRY STREET RECONFIGURATION CONSIDERATION

Director Kowar stated this is an opportunity for the Council to consider reconfiguring Cherry Street while it is now under construction. He noted there is a plan to put in bump outs on Cherry similar to the others that have been installed around town. He reviewed the options. They include ways to increase pedestrian and bicycling safety with speed limit reductions, pedestrian refuges, and reducing car lanes to create buffered bike lanes.

Mayor Stolzmann stated the conversation should focus decision points on speeds and if lanes should be reduced but not get into other details at this time.

Mayor Pro Tem Maloney stated he supports a lower speed limit to help with pedestrian safety. He stated east of Dahlia needs to be addressed.

Councilmember Brown stated the speed limits should be addressed and also how do we make it safer for pedestrians.

Mayor Stolzmann noted that the proposal from staff shows that if the speed limit is reduced it will need to go to one lane in each direction to make that work so Council needs to be clear about that.

Councilmember Dickinson stated he supports a lower speed limit but 25 miles per hour is too slow. He supports 35 miles per hour but would prefer to keep the four lanes.

Public Comments - None

Members supported one lane of traffic in each direction and reducing the speed limit to 35 with a buffered bike lane east of the power line trail to Coal Creek Lane. East of Coal Creek Lane will be a 25 speed limit.

ORDINANCE NO. 1800, SERIES 2020 – AN ORDINANCE APPROVING A SECOND AMENDMENT TO THE ST. LOUIS PARISH AND COMMERCIAL PARK GENERAL DEVELOPMENT PLAN TO AMEND ALLOWED USES AND DEVELOPMENT STANDARDS – 1ST READING – SET PUBLIC HEARING 9/15/20

Mayor Stolzmann introduced the item by title. Councilmember Lipton moved to approve this on first reading and set the public hearing; seconded by Councilmember Fahey.

Voice Vote: Motion passed unanimously.

CITY ATTORNEY'S REPORT

None.

COUNCIL COMMENTS, COMMITTEE REPORTS, AND IDENTIFICATION OF FUTURE AGENDA ITEMS

ECONOMIC VITALITY COMMITTEE – Councilmember Dickinson asked to add an update on the Economic Vitality strategy to the November 10 study session.

FINANCE COMMITTEE – Mayor Pro Tem Maloney stated they are meeting on September 15 to discuss the final KPI review for the 2020-21 budget, preliminary property valuations; budget; and revenue projections.

LEGAL REVIEW COMMITTEE – meeting tomorrow

UTILITY COMMITTEE – meeting next week

COLORADO COMMUNITIES FOR CLIMATE ACTION – no report

COMMUTING SOLUTIONS – no report

CONSORTIUM OF CITIES – no report

DOWNTOWN BUSINESS ASSOCIATION STREET FAIRE – no report

DENVER REGIONAL COUNCIL OF GOVERNMENTS – Mayor Stolzmann stated they have been discussing COVID issues and front range rail possibilities.

JOINT INTEREST COMMITTEES (SUPERIOR & LAFAYETTE) – meeting later this month.

MAYORS & COMMISSIONERS COALITION – Mayor Stolzmann stated they are currently documenting practices and standards and funding options.

METRO MAYORS CAUCUS – Mayor Stolzmann stated they had presentation on the opioid settlement and discussed how to equitably divide funds.

REVITALIZATION COMMISSION – meeting next week.

XCEL ENERGY FUTURES – no report

ADVANCED AGENDA

Members added a discussion about how to address disadvantaged community members to the October 6 meeting.

ADJOURN

Members adjourned at 9:00 pm.

Ashley Stolzmann, Mayor

Meredyth Muth, City Clerk

**SUBJECT: APPROVAL OF LOUISVILLE REVITALIATION COMMISSION
AMENDED ANNUAL BUDGET FOR FISCAL YEAR 2020**

DATE: SEPTEMBER 15, 2020

PRESENTED BY: MEGAN E. PIERCE, ECONOMIC VITALITY DIRECTOR

SUMMARY:

The Louisville Revitalization Commission (LRC) adopted its 2020 Budget on November 11, 2019. The LRC must approve all budget amendments for the Urban Revitalization District (URD). Over the course of this year, there were changes to several revenue and expenditure items. As such, Finance Director Watson prepared an amended 2020 Budget for LRC's consideration on September 9, 2020.

The LRC agreed with the amendment as presented and directed staff to advance the amended 2020 Budget to City Council for approval. Any amendments to the LRC budget must be approved by the City Council in accordance with the Cooperation Agreement between the parties. If approved by City Council, the LRC would be presented the item for final approval at their rescheduled regular meeting on October 28, 2020.

BACKGROUND:

For revenues, the amended budget updates the original estimate to the actual received property taxes. The original budget is made based on initial estimates from the Assessor, so it is routine to amend this each year.

On the expenditure side, both projects and prior commitments make up the proposed amendment. The changes are summarized below:

- The LRC has previously committed funds to two City projects: Undergrounding and Downtown Lights. The amounts committed have been updated and will be carried forward based on project status.
- The LRC has agreements with both Boulder County and the Louisville Fire Protection District that provide for property tax TIF revenue sharing. These expenditures have been amended for 2020 with the updated property tax amounts. The significant change from the current to the proposed budget for the Fire District relates to change in the percentage amount of revenue sharing.
- In 2020, the LRC executed an agreement with 824 South, Inc. to provide public infrastructure assistance to this commercial development in downtown Louisville. This was not a planned expenditure, but the LRC has sufficient funds to support.
- Due to the COVID-19 pandemic, the LRC participated in the City's Emergency Solutions Grant Program—contributing \$100,000 for businesses within the Urban Renewal Area.

- Finance Director Watson has also updated the expenditure amounts for payments related to the 2014 Property Tax Increment Revenue Bonds in the proposed amended budget—including payments remaining in the DELO Construction Account and the principal due on the bonds.

The LRC is also in the process of developing their 2021 Preliminary Budget. It is anticipated that a proposed budget will be submitted to City Council for consideration in November.

FISCAL IMPACT:

The amended 2020 Budget for the LRC does reduce the ending fund balance available, which will form the beginning fund balance available to the Commission in 2021. However, this does represent the commitments made by the LRC throughout the course of 2020.

PROGRAM/SUB-PROGRAM IMPACT:

The proposed policy change supports the Economic Prosperity Program goal to facilitate investment and produce reliable revenue to support City services.

RECOMMENDATION:

Staff recommends approval of the amended 2020 LRC Budget as presented.

ATTACHMENTS:

1. Amended 2020 LRC Budget Exhibit

STRATEGIC PLAN IMPACT:

<input type="checkbox"/>	 Financial Stewardship & Asset Management	<input type="checkbox"/>	 Reliable Core Services
<input checked="" type="checkbox"/>	 Vibrant Economic Climate	<input type="checkbox"/>	 Quality Programs & Amenities
<input type="checkbox"/>	 Engaged Community	<input type="checkbox"/>	 Healthy Workforce
<input type="checkbox"/>	 Supportive Technology	<input type="checkbox"/>	 Collaborative Regional Partner

Exhibit A
2020 Budget Amendment

	2017 Actual	2018 Actual	2019 Actual	2020	
				Current Budget	Proposed Budget
Beginning Fund Balance	3,398,940	768,444	921,851	1,120,508	1,120,508
Revenue:					
Property Tax	795,640	1,259,070	1,647,855	1,998,540	1,932,070
Interest Earnings	21,770	30,379	50,692	30,000	30,000
Total Revenue	817,410	1,289,448	1,698,547	2,028,540	1,962,070
Expenditures:					
Support Services - COL	25,577	34,900	60,000	60,000	60,000
Cap Contr - COL - Underpass	75,000	300,118	948,107	-	-
Cap Contr - COL - South St Reconstruct	178,327	24,905	-	-	-
Regional Detention Land Comp - COL	202,500	-	-	-	-
Cap Contr - COL - Undergrounding	-	-	-	-	170,000
Cap Contr - COL - Downtown Lights	-	-	-	72,000	142,000
TIF Refund - Boulder County	56,035	88,673	116,054	142,900	138,140
TIF Refund - Fire District	-	-	-	75,870	51,710
TIF Rebate - Loftus Developmen	102,911	192,123	-	-	-
Assistance Agreement - 824 South	-	-	-	-	275,000
Bond Maint Fees - Paying Agent	6,500	7,150	7,150	7,150	7,150
Emergency Solutions Grants	-	-	-	-	100,000
Professional Services - Investment Fees	3,176	3,484	931	3,500	3,500
Professional Services - Other	1,221	21,870	23,273	20,000	20,000
Payments from Construction Acct - DELO	2,465,745	127,518	-	310,000	315,000
Principal-Bonds	-	-	-	355,000	347,000
Interest-Bonds	330,914	335,300	344,374	329,950	329,950
Total Expenditures	3,447,906	1,136,041	1,499,890	1,376,370	1,959,450
Ending Fund Balance	768,444	921,851	1,120,508	1,772,678	1,123,128

SUBJECT: APPROVAL OF SPECIAL MEETING ON SEPTEMBER 29, 2020

DATE: SEPTEMBER 15, 2020

PRESENTED BY: MEREDYTH MUTH, CITY CLERK

SUMMARY:

Staff recommends scheduling a Special Meeting on September 29 at 6 pm for continued discussion of the 2020-21 Budget.

FISCAL IMPACT:

None

RECOMMENDATION:

Approve special meeting on September 29.

ATTACHMENT(S):

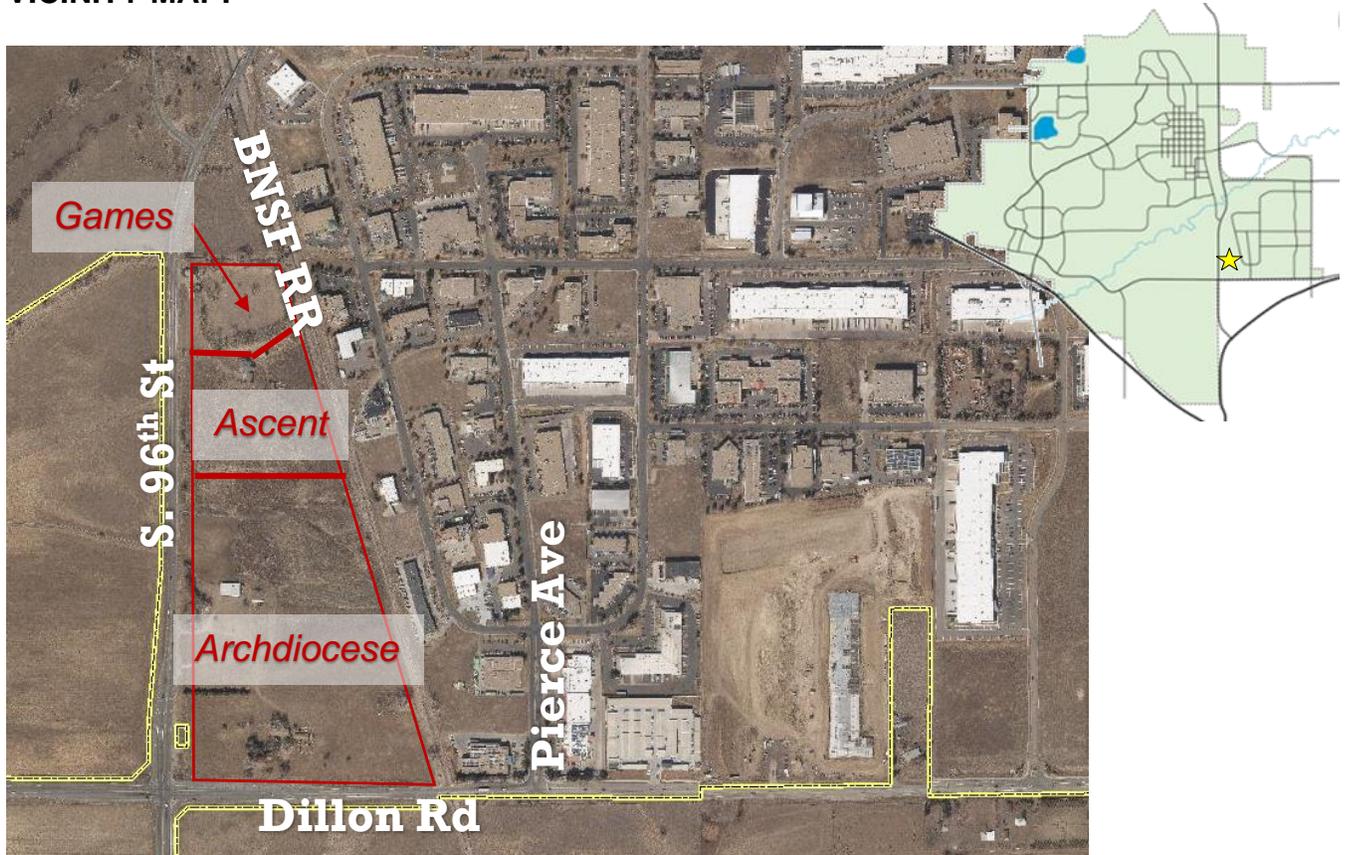
None

SUBJECT: **ORDINANCE No. 1800, SERIES 2020 – AN ORDINANCE APPROVING A SECOND AMENDMENT TO THE ST LOUIS PARISH AND COMMERCIAL PARK GENERAL DEVELOPMENT PLAN TO AMEND ALLOWED USES AND DEVELOPMENT STANDARDS – 2nd READING, PUBLIC HEARING (advertised *Daily Camera* 9/6/20)**

DATE: **SEPTEMBER 1, 2020**

PRESENTED BY: **LISA RITCHIE, AICP, SENIOR PLANNER**

VICINITY MAP:



CHANGES FOLLOWING FIRST READING:

After first reading, the applicant submitted a revised application that partially meets staff's condition of approval for the parking setback along S. 96th Street. The applicant proposes to meet the 55-foot parking setback for the southern portion of the S. 96th Street in Zone 1, which will be described in the staff report below. Staff revised the condition of approval for clarity, but is not revising the intent of the condition to provide a 55-foot parking setback along the entirety of S. 96th Street.

SUMMARY:

The applicant, United Properties, requests approval of an ordinance (Attachment 1) approving a second amendment to the St. Louis Parish and Commercial Park General Development Plan (GDP) (Attachments 2-4) to amend allowed uses and development standards in the following manner:

- Adds light industrial uses by right
- Adds car wash as a use by special review
- Removal of the restriction to place parking behind buildings fronting S. 96th Street and allow a 30-foot parking setback for Zone 2A and a 55 foot parking setback for Zone 1
- Reduction of the building setback distance from 60 feet to 55 feet for buildings fronting S. 96th Street
- Amends the boundaries for the different planning areas within the GDP, changing the areas subject to building height, floor area ratio maximums and allowed uses.
- Increases allowed building height in some areas from 35 feet to 40 feet
- Amends roof design standards for buildings fronting S. 96th Street
- Increases the overall Floor Area Ratio for the GDP increasing total allowed development area from 306,531 sf to 377,540 sf and adjusts the FARs associated with the revised planning areas
- Allows private streets rather than public streets internal to the development and sets standards for the private streets

BACKGROUND:

The St. Louis Parish and Commercial Park property is approximately 51.6 acres in size and located northeast of the Dillon Road and S. 96th Street intersection. To the east is BNSF Rail Road right of way and the Colorado Technological Center. To the west and southwest are the Warembourg and Admor Open Spaces, which are conservation properties owned jointly by Boulder County and City of Louisville. To the south is property in unincorporated Boulder County zoned Agriculture and designated as a Preservation Area through Intergovernmental Agreements with limited residential and agricultural development. Adrian Games owns the northernmost 5.39 acre parcel, Ascent Church owns the center 13.26 acre parcel, and the Archdiocese of Denver-St. Louis owns the southernmost 32.75 acre parcel. The applicant, United Properties, is under contract to purchase the Ascent parcel.

The City separately annexed each property between July 1996 and February 1997. Each property was zoned Agricultural when annexed. The City subsequently approved a rezoning to Planned Community Zone District (PZCD) and the St. Louis Parish and Commercial Park GDP (Attachment 5) on September 21, 2004, which included the three properties described above. Adrian Games and the Denver Archdiocese were owners at the time of this original approval, while the center parcel was sold a number of times to different entities.

To be zoned PCZD, a property must be at least 30 acres in size and held in common ownership. The requirement for common ownership is to ensure the intent of an integrated and coordinated development. The City made an exception in this case to the common ownership requirement, but executed agreements that future development would be coordinated among the property owners in the same manner as if the properties were under single ownership.

The City approval also resulted in a significant upzoning from agriculture to commercial zoning, greatly increasing development potential on the property. As part of the agreement to allow the upzoning to PCZD zoning, the GDP established parameters that established a buffer to the open space to the west through setback, height, and density restrictions.

The original GDP divided the overall area into three distinct zones, with Zone 2 being further broken out into three subzones (Zones 2A, 2B and 2C) primarily to address height, floor area, setbacks, and site coverage limitations based on the proximity of each zone to 96th Street and the open space to the west. The structure of the Zones provides a transition of development density, maintaining a lower, more rural character adjacent to the open space lands. The GDP includes a list of permitted and Special Review uses in each Zone, which includes a mix of institutional and commercial uses.

On October 17, 2017, the City approved the first amendment to the St Louis Parish and Commercial Park GDP (Attachment 6). This amendment allowed religious institutions as a use-by-right in Zone 2 rather than by Special Review. Following this approval, the property owners' received approval of a preliminary plat and preliminary Planned Unit Development on September 4, 2018 to establish the intent for 4 lots on the Ascent property, one lot for Ascent and three commercial pad sites adjacent to 96th St.; and 2 parcels for future development, one each on the Games and Archdiocese properties. The PUD included the construction of a 52,000 sf building for Ascent Church. Following this approval, Ascent Church made application for a final plat and final PUD to follow through with the intent of the preliminary approvals. These applications were never finalized or considered before Planning Commission and City Council.

Earlier this year, Ascent Church purchased the property at 550 S. McCaslin Boulevard, the former Sam's Club property, and have abandoned their plans to pursue development in the St Louis Parish and Commercial Park GDP.

Background on 2004 GDP

The original GDP established several parameters for development based on the location and context of the area. The following is an excerpt from the [September 21, 2004 Council Communication](#) (Attachment 7) which describes the development standards and rationale.

The 2004 GDP reflects three zones of development. The GDP specifies design and building bulk standards for each sub-zone, which creates a 'gateway' and/or 'transition' to the City of Louisville. The organization of these planning areas has

been organized along 'zones of intensity or transition' rather than strictly along parcel ownership boundaries. The GDP reflects an overall Floor Area Ratio (FAR) limitation of 0.20, but may allocate a more restrictive FAR to those planning areas adjacent to a major arterial. An FAR is a measure of non-residential density; it is a ratio between gross building square footage to the gross lot area.

Planning area zones have been organized in 'layers', which are generally parallel to S. 96th Street and step back to the east with areas of greater intensity. Zones II and III carry an overall FAR of 0.20, or a build out of approximately 306,531 SF. However, Zone 2A, which is adjacent and parallel to S. 96th Street has a maximum FAR of 0.17. In conjunction with a more restrictive FAR, buildings in Zone 2A are limited to one story construction, with pitched roof elements. The maximum building height in Zone 2A is 25'. The required building setback from S. 96th Street has been increased from a Commercial Development Design Standards and Guidelines (CDDSG) requirement of 30' to a minimum setback of 60'. Parking in Zone 2A is required to be placed behind, or to the east of the buildings fronting on S. 96th Street. The GDP design requirements to prohibit parking in the front setback of buildings facing S. 96th Street provides a very distinct landscape and pedestrian presentation to the adjoining arterial providing a transition between the open space to the west and the Colorado Tech Center to the east. Zones 2B, 2C, and 3 are subject to the standards of the CDDSG.

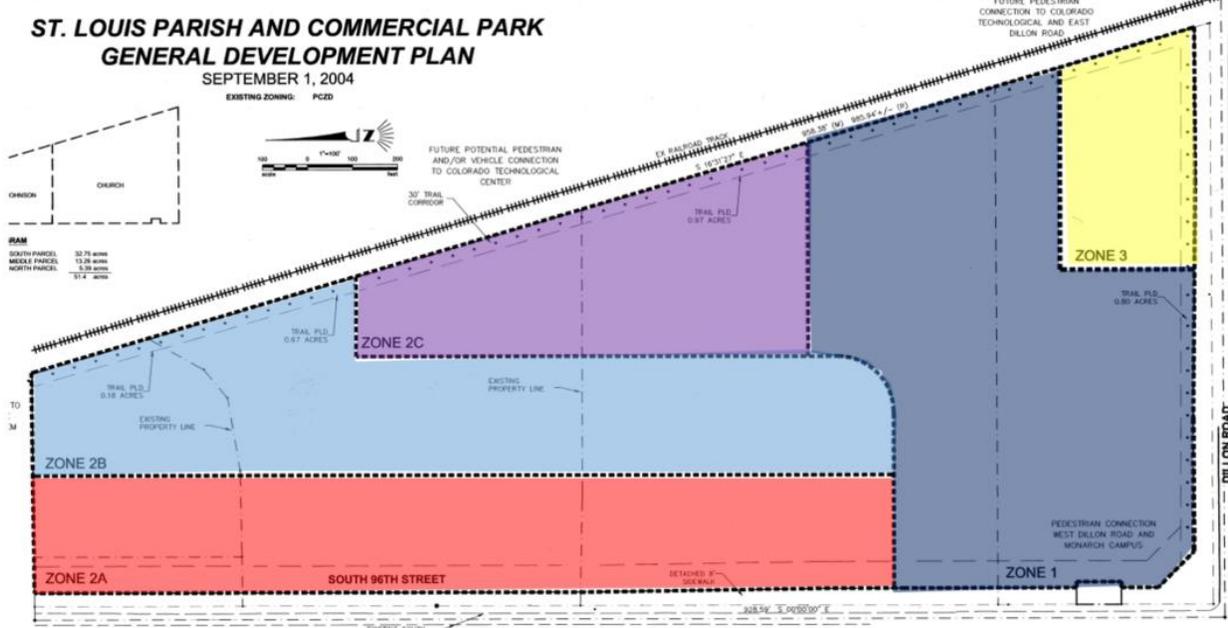
The parking and building setbacks are critical to maintaining the intended "gateway" and "transition" desired by the GDP policy. The parking setback was specifically set behind the buildings along 96th St., which had a 60-foot setback. If the parking was visible, the GDP required berms and/or landscaping to further buffer the parking. The parking area was not seen as compatible with the intended rural gateway character.

As noted previously, the 1st Amendment approved in 2017 only revised the GDP to allow religious institutions as a use-by-right. It did not amend any of the development parameters originally established with the 2004 GDP.

Figure 1: Surrounding Open Space and Preservation Lands



Figure 2: 2004 St Louis Parish and Commercial Park GDP, 2nd Page, Zone Areas



PROPOSAL:

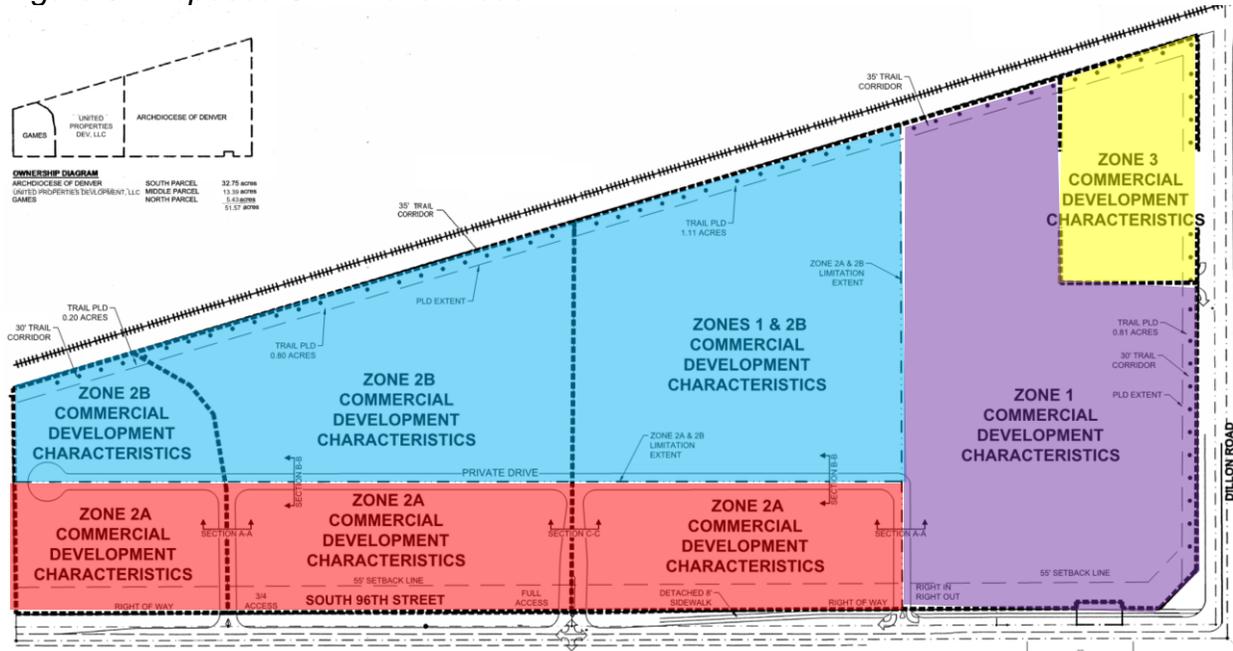
The applicant requests approval of the second amendment to the St Louis Parish and Commercial Park GDP. This following list summarizes the changes requested by the applicant for this second amendment:

- Amends the use areas to align with existing property lines.
- Allows portions of Zone 1 to develop with existing Zone 1 uses, or any use allowed in Zone 2. Zone 1 uses generally consist of uses associated with the Archdiocese church and school.
- Adds light industrial uses to Zone 2 as a use-by-right.
- Adds car wash to Zone 2 as a special review use.
- Amends the allowed floor area ratios (FAR) zones to a two-tiered system from west to east, rather than a three-tiered system.
- Revises the street network from public to private. The GDP states that cross access easements will be established at plat.
- Reduce the building setback for buildings fronting S. 96th Street from 60 feet to 55 feet.
- Allow parking between buildings and S. 96th Street with a 30-foot parking setback in Zone 2A and a 55 foot parking setback in Zone 1, rather than requiring it behind buildings.
- Adds an option for slanted roofline architectural elements for buildings fronting S 96th Street, rather than only requiring pitched roofs.
- Amends allowed heights for buildings in Zone 2B up to 40', whereas 35' (CDDSG) is currently permitted.
- Amends the allowed FAR by zones in the following manner, resulting in an increase in allowed development area from 306,531 sf to 377,540 sf

Property	Current FAR	Proposed FAR
Games	0.17, Zone 2A 0.20, Zone 2B	0.17, Zone 2A 0.26, Zone 2B 0.22 total
United Properties	0.17, Zone 2A 0.20, Zone 2B 0.245, Zone 2C	0.17, Zone 2A 0.25, Zone 2B 0.23 total
Archdiocese, Zone 1 & 2 Parcel	No FAR, Zone 1 0.17, Zone 2A 0.20, Zone 2B 0.245, Zone 2C	No FAR if developed as Zone 1 use 0.20, Zone 2A 0.26, Zone 2B 0.245 total
Archdiocese, Zone 3 Parcel	0.20	0.20
Maximum Development	306,531 sf*	377,540 sf*

**This number does not include FAR associated with development under Zone 1 uses for the Archdiocese church and school, which allows development consistent with CDDSG.*

Figure 3: Proposed GDP Zone Areas



The following table reflects the setback requests, compares the existing approval and standards, and staff’s recommended condition of approval:

Standard	CDDSG	Adopted GDP	Condition of Approval	Proposed
Building Setback	30 feet	60 feet	NA	55 feet
Parking Setback	25 feet	60 feet+, required to be behind building and screened with berms and/or landscaping if visible from 96 th St.	55 feet in Zone 2A	30 feet in Zone 2A 55 feet in Zone 1

The applicant prepared a new traffic study (Attachment 8) as part of the application to reflect the additional development potential. The original study completed in 2001 anticipated a total of 7,383 average weekday trips and 2,845 average Sunday trips generated from the anticipated office, church and school, and tennis center uses. The study submitted with this application anticipates 6,248 average weekday trips and 2,036 average Sunday trips generated from light industrial, gas station, car wash, retail, and church and school uses. While the development density is increasing with the GDP Amendment proposal, the assumptions in the traffic study include significantly more industrial use over office use, which accounts for the overall reduction in trips. Both traffic studies recommend a signal at the primary access point into the property along S. 96th Street at some point prior to build-out, extending the second through lane, additional turn

lanes and turn lane capacity, all of which would be funded by the applicant. The applicant has also submitted for a preliminary and final plat and a PUD to allow development on a portion of the GDP area, which is currently under review.

In addition to the GDP Amendment, the applicant requests approval of an amended PCZD Agreement that updates the ownership entities and FAR allowances to match the proposed GDP Amendment (Attachment 9).

ANALYSIS:

The GDP Amendment is subject to Section 17.72 *Planned Community Zone District* (PCZD) of the Louisville Municipal Code. Any amendments to a PCZD are subject to the same process and requirements as the initial approval. The purpose of the planned community zone district in Section 17.72.010 includes the following statements that apply to this application:

- *The purpose of the PCZD is to encourage, preserve and improve the health, safety and general welfare of the people of the city by encouraging the use of contemporary land planning principles and coordinated community design.*
- *The PCZD is created in recognition of the economic and cultural advantages that will accrue to the residents of an integrated, planned community development of sufficient size to provide related areas for various housing types, retail, service activities, recreation, schools and public facilities, and other uses of land.*

Section 17.72.030 includes the following applicability statement:

- *The PCZD may be applied only to such land as the city shall determine to be suitable for such a development.*

Comprehensive Plan Policy

This property is referred to as the 96th and Dillon Special District in the City's 2013 Comprehensive Plan and is designated as Rural. The language in the plan states:

The 96th and Dillon Road Rural Special District serves as the rural gateway to the City of Louisville. The area will include a mix of commercial, institutional, and industrial uses. The uses in this special district will be separated and buffered from the surrounding roads to maintain the appearance of a rural entryway to the City.

The Comprehensive Plan also includes a density range of up to .25 FAR for Rural designated properties, and heights up to 3 stories, with additional stories allowed if buildings are clustered and located out of the public view shed and buffered by surrounding topography and open space.

Staff finds that the majority of the elements within the proposal meet the above purposes for PCZD and the Comprehensive Plan. Although the application increases the allowed

FAR, it remains less than the overall Comprehensive Plan limitation of .25 and the application carries forth the transition of intensity from west to east to separate and buffer the development from the open space toward existing development in the CTC. The anticipated traffic impact from the increase in FAR does not increase from the previous scenario due to the changes in uses to include light industrial. Staff also finds the addition of light industrial uses is consistent with the Comprehensive Plan policy for this special district.

Staff finds that the revision to allow internal streets to be privately owned and maintained rather than dedicated to the city is acceptable as long as the streets meet the intent of the City's Transportation Master Plan, which includes policies for "great/complete streets" that provide multi-modal connectivity and support transportation options other than vehicles. Although there currently isn't RTD fixed route transit service along 96th Street, the RTD Northwest Area Mobility Study (NAMS) designates the corridor for future enhanced bus service. This planned transit service further enforces that complete "first and final mile" multi-modal connections need to be planned in this area. The application proposes 6'-0" detached sidewalks on the primary internal drives off of S. 96th Street, where currently the City's engineering standards include 5'-0" attached sidewalks as a minimum improvement. The proposal maintains the connectivity anticipated in the current GDP.

Staff finds that the allowance to increase height from 35 feet to 40 feet for buildings in Zone 2B, further away from S. 96th Street, is consistent with the intended character of the GDP in context of surrounding development. This is the same height allowance within the IDDSG which applies to the CTC development to the east, and the Comprehensive Plan policy for this area allows buildings up to three stories if clustered, located out of view, and buffered from surrounding open space.

Staff finds that the reduction of the setback buffer for buildings from 60-feet to 55-feet will not have a negative impact on the character of the area. For comparison, when CTC was established, a 55-foot conservation easement was platted along the north and east sides which are adjacent to open space that does not allow structures or parking lots.

Staff finds that the request to allow a 30-foot parking setback in Zone 2A fronting S. 96th Street will detrimentally harm the character of the area and is not suitable for land adjacent to open space. The proposal already alters the requirement that parking be located behind the building and having a parking setback equal to the building setback provides more flexibility than in the original GDP approval. Staff includes a condition of approval for a 55-foot parking setback for lots fronting S. 96th Street.

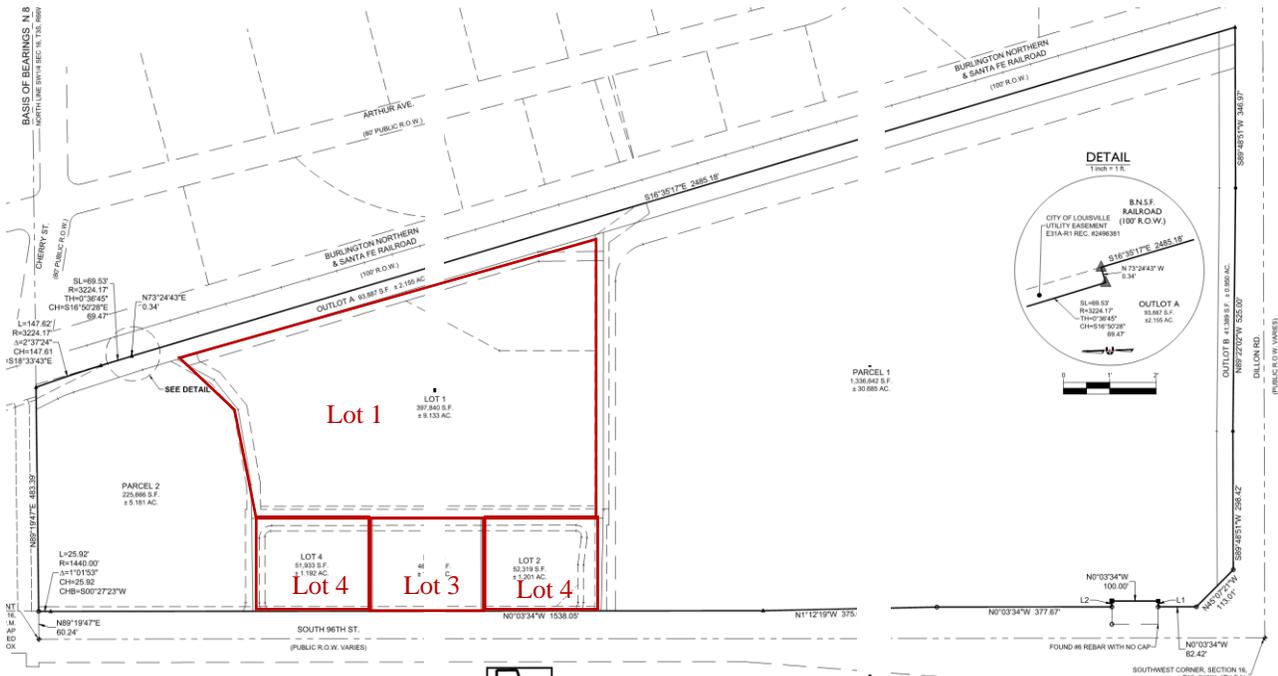
The applicant suggests a combination of four reasons for their request to allow 30 feet (Attachment 10):

- The lot lines approved on the preliminary plat should not be revised to provide more depth on the front lots to accommodate the setback, rather the setback should be reduced.

- The 8-foot detached sidewalk and 8-foot tree lawn required in the CDDSG should help meet the Comprehensive Plan policy for buffer and separation.
- The lots fronting S. 96th Street are not marketable with a deeper setback away from S. 96th Street.
- The intended development at the rear of the property will not have adequate depth if the internal lot line shifts to the east.

In 2018, a preliminary plat was approved for a portion of the area within the St Louis Parish GDP. The lot lines separating lots 2 - 4 and lot 1 were shown on the preliminary plat without consideration of the required 60-foot setback established with the GDP and constrain development on lots 2 - 4. Rather than amend the lot lines separating lots 2 - 4 and lot 1 to address the required buffer at final plat, the applicant desires to keep these lot lines as shown on the preliminary plat and instead pursue a reduction in the open space buffer. Staff finds that there is ample depth within the rear lot to accommodate a shift in this lot line and still allow for typical commercial and industrial development within the GDP area.

Figure 4: 2018 Preliminary Plat



Regarding the requirement for the 8-foot sidewalk and 8-foot tree lawn, these requirements were in place when the GDP was adopted and should not be counted toward the separation and buffer policy in the Comprehensive Plan. Generally, these are required of all commercial development fronting arterials. For comparison, the eastern side of the CTC also includes an 8-foot detached sidewalk and a tree lawn that varies in width from 2-feet to 12-feet located within right-of-way, in addition to the 55-foot conservation easement.

SUBJECT: ORDINANCE NO. 1800, SERIES 2020

DATE: SEPTEMBER 15, 2020

PAGE 11 OF 18

In this application, meeting staff's condition of approval results in parking development no closer than 71 feet from the back of curb (55-foot setback + 8-foot detached sidewalk + 8-foot tree lawn).

Regarding the market viability of the lots fronting S. 96th Street, staff provides the following examples of recent development in the northwest Denver metro area with buildings and parking lots setback at least as far as the condition of approval requires. Staff notes the right-of-way varies in width throughout these developments, but the setback from curb edge in all the examples below meet or exceed what is required in the condition of approval. Staff finds these setbacks provide adequate visibility for similar projects along arterial roadways and will not detrimentally impact the success of future development.

Figure 4 & 5: Pad Site Development, Highway 287 and Exempla Cr, Lafayette, CO



Figure 6 & 7: Pad Site Development, Wadsworth Blvd and Metro Airport Ave, Broomfield,

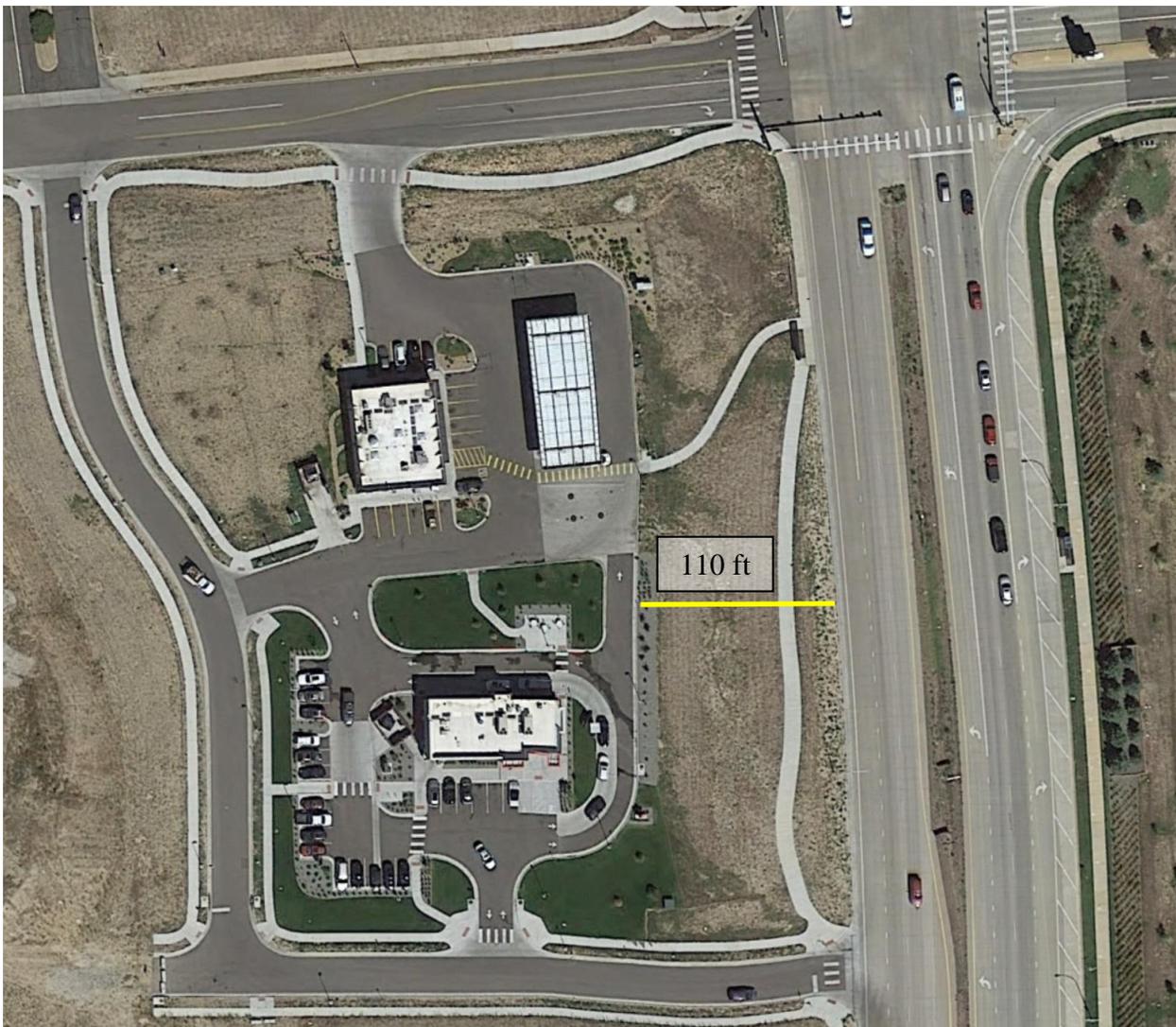


Figure 6 & 7: Pad Site Development, NW Parkway and Via Varra , Broomfield, CO



Regarding the depth of the interior lot, staff finds there is adequate depth for reasonable development that will not be compromised by the provision of the 55-foot parking setback along S. 96th Street. The applicant states that in order for the light industrial development planned for the area, the building must have 180 feet of depth and the truck bays must be 130 feet deep to be a marketable project. Staff provides the following examples of recently approved large projects in the CTC development which demonstrate functionality and viability within the Louisville market with less building and truck bay depth:

Project	Year Approved	Status	Truck Bay Depth	Building Depth	Difference
1875 Taylor	2019	Approved	104'	161'	-45'
2035 Taylor	2017	Constructed	109'	190'	-11'
1900 Taylor	2014	Constructed	111'	170'	-29'
2000 Taylor	2015	Constructed	110'	180'	-20'
1772 Prairie	2013	Constructed	112'	153'	-45'
1699 Cherry	2017	Constructed	112'	140'	-58'
633 CTC	2016	Constructed	110'	180'	-20'
700 Tech Ct	2015	Constructed	110'	165'	-35'
725 Tech Ct	2015	Under Construction	110'	165'	-35'
600 Tech Ct	2015	Constructed	108'	160'	-42'
609 S. 104 th	2018	Under Construction	129'	230'	+49'
682 CTC	2018	Under Construction	129'	230'	+49'

As shown above, there are examples of recently approved projects which exceed what is requested by the applicant, however the large majority of recently approved large format light industrial projects do not have the depth that the applicant states is required.

Staff finds that the GDP should not allow for a reduction of the parking setback to the detriment of the character of the area. The rationale for the parking setback approved in the original GDP is still applicable and carried forth in the Comprehensive Plan policy. The applicant has reasonable alternatives that can accommodate development on the property. Staff does recommend support of the request for the removal of the requirement to place parking behind the buildings and the reduction of the setback from 60 feet to 55 feet, both of which provide the applicant additional flexibility in site planning that is not afforded in the current approved GDP.

PUBLIC COMMENTS:

Public Comments received to date are included as an attachment (Attachment 11).

FISCAL ANALYSIS:

Per policy, staff ran the City’s fiscal impact model under “high” and “low” scenarios that include a single church, office, retail and light industrial uses consistent with the uses assumed in the traffic impact study. The “low” scenario reduces several of the inputs to 80% of the “high” scenario. Under the “high” scenario, the model estimates that the 20-year fiscal impact to the City resulting from the GDP Amendment is \$6,395,000 and the “low” scenario has a net positive of \$3,980,000. Both scenarios result in an increase from the previous fiscal impact analysis that was performed for the 1st Amendment. That previous analysis evaluated two scenarios; a development that included a single church, and a development that included two churches. The single church scenario included additional office and retail and resulted in a net positive fiscal impact of \$2,094,000. The two church scenario included less office and retail and resulted in a net positive of \$1,758,000.

High Scenario

Revenue by Fund	SCENARIO	
	Proposed	%
General Fund	\$5,882	66%
Open Spaces & Parks Fund	\$692	8%
Lottery Fund	\$0	0%
Historic Preservation Fund	\$255	3%
Capital Projects Fund	\$2,114	24%
TOTAL REVENUE	\$8,943	100%
Expenditures by Fund		
General Fund	\$1,999	78%
Open Spaces & Parks Fund	\$0	0%
Lottery Fund	\$0	0%
Historic Preservation Fund	\$0	0%
Capital Projects Fund	\$549	22%
TOTAL EXPENDITURES	\$2,548	100%
NET FISCAL RESULT BY FUND		
General Fund	\$3,882	
Open Spaces & Parks Fund	\$692	
Lottery Fund	\$0	
Historic Preservation Fund	\$255	
Capital Projects Fund	\$1,565	
NET FISCAL IMPACT	\$6,395	

Low Scenario

Revenue by Fund	SCENARIO	
	Proposed	%
General Fund	\$3,608	61%
Open Spaces & Parks Fund	\$498	8%
Lottery Fund	\$0	0%
Historic Preservation Fund	\$183	3%
Capital Projects Fund	\$1,598	27%
TOTAL REVENUE	\$5,887	100%
Expenditures by Fund		
General Fund	\$1,358	71%
Open Spaces & Parks Fund	\$0	0%
Lottery Fund	\$0	0%
Historic Preservation Fund	\$0	0%
Capital Projects Fund	\$549	29%
TOTAL EXPENDITURES	\$1,907	100%
NET FISCAL RESULT BY FUND		
General Fund	\$2,250	
Open Spaces & Parks Fund	\$498	
Lottery Fund	\$0	
Historic Preservation Fund	\$183	
Capital Projects Fund	\$1,049	
NET FISCAL IMPACT	\$3,980	

PLANNING COMMISSION RECOMMENDATIONS:

The Planning Commission held a public hearing on the request on June 25, 2020 and voted 4-1 to recommend approval of the request with the following conditions:

- The applicant shall revise the application to provide for a minimum 55-foot building and parking setback
- The applicant shall revise the GDP height limits within Zone 2A to be a maximum of 25 ft if a pitched roof is provided or 20 ft if slanted roofline architectural elements are provided

Following this Planning Commission hearing, the applicant revised the application to include the condition of approval for a 55-foot building setback, and proposed an alternative parking setback of 30 feet. Planning Commission held another public hearing on the application on August 13, 2020 to consider this request, and voted 5-1 to approve the application with the same condition as the previous meeting:

- The applicant shall revise the application to provide for a minimum 55 foot building and parking setback

The application presented to City Council accommodates the 55-foot setback for buildings, but not for parking. The meeting from the June 25, 2020 and August 13, 2020 Planning Commission meetings are included (Attachments 12 and 13).

STAFF RECOMMENDATION:

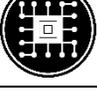
Staff recommends approval of Ordinance 1800, Series 2020 approving a second amendment to the St Louis Parish General Development Plan with the following condition:

- The applicant shall revise the plan to require a minimum 55-foot parking setback in Zone 2A

ATTACHMENTS:

1. Ordinance 1800, Series 2020
2. Application Materials
3. St Louis Parish and Commercial Park GDP, 2nd Amendment, Clean
4. St Louis Parish and Commercial Park GDP, 2nd Amendment, Redline
5. St Louis Parish and Commercial Park GDP – 2004
6. St Louis Parish and Commercial Park GDP, 1st Amendment - 2017
7. Link to [City Council Communication](#), September 21, 2004, see page 112
8. Traffic Study
9. PCZD Agreement
10. Applicant Exhibits
11. Public Comments
12. Planning Commission minutes, June 25, 2020
13. Planning Commission minutes, August 13, 2020
14. Presentation

STRATEGIC PLAN IMPACT:

<input type="checkbox"/>	 Financial Stewardship & Asset Management	<input type="checkbox"/>	 Reliable Core Services
<input checked="" type="checkbox"/>	 Vibrant Economic Climate	<input type="checkbox"/>	 Quality Programs & Amenities
<input type="checkbox"/>	 Engaged Community	<input type="checkbox"/>	 Healthy Workforce
<input type="checkbox"/>	 Supportive Technology	<input type="checkbox"/>	 Collaborative Regional Partner

**ORDINANCE NO. 1800
SERIES 2020**

**AN ORDINANCE APPROVING A SECOND AMENDMENT TO THE ST. LOUIS
PARISH AND COMMERCIAL PARK GENERAL DEVELOPMENT PLAN TO AMEND
ALLOWED USES AND DEVELOPMENT STANDARDS**

WHEREAS, Ascent Community Church, the Archdiocese of Denver – St. Louis Parish, and Adrian Games are the owners of certain real properties totaling approximately 51.4 acres, which are comprised of three separate unplatted tracts located in the SW ¼ of Section 16, Township 1 South, Range 69 West and which are designated within the St. Louis Parish and Commercial Park General Development Plan (GDP) (the “Property”); and

WHEREAS, the Property is currently zoned Planned Community Zone District – Commercial (PCZD – C) and, permitted uses are set forth on the existing St. Louis Parish Commercial Park PCZD General Development Plan; and

WHEREAS, United Properties, on behalf of the owners, has submitted to the City a request for approval of an amended PCZD General Development Plan for the Property to amend allowed uses and development standards, which amended GDP is entitled St. Louis Parish and Commercial Park General Development Plan, 2nd Amendment and a copy of which is attached hereto as Exhibit A (the “St. Louis Parish and Commercial Park GDP 2nd Amendment”); and

WHEREAS, the St. Louis Parish and Commercial Park GDP, 2nd Amendment shall serve to identify the zoning, permitted uses and development for the Property and shall serve as the PCZD General Development Plan for the Property, in accordance with Title 17 of the Louisville Municipal Code; and

WHEREAS, the Louisville Planning Commission has held public hearings on the proposed St. Louis Parish GDP 1st Amendment for the Property on June 25, 2020 and August 13, 2020 and has forwarded a recommendation to the City Council to approve the St. Louis Parish GDP 1st Amendment with one condition:

- The applicant shall revise the application to provide for a minimum 55 foot building and parking setback; and

WHEREAS, the City Council has duly considered the Commission’s recommendation; and

WHEREAS, the City Council has held a public hearing on the proposed St. Louis Parish GDP 2nd Amendment and has provided notice of the public hearing as provided by law; and

WHEREAS, no protests were received by the City pursuant to C.R.S. §31-23-305; and

WHEREAS, the St. Louis Parish and Commercial Park GDP 2nd Amendment, subject to the following condition herein, is consistent with the City of Louisville 2013 Citywide Comprehensive Plan:

1. Prior to City execution and recording, the applicant shall amend the application to require a minimum 55-foot parking setback in Zone 2A.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The City Council of the City of Louisville hereby approves the St. Louis Parish and Commercial Park GDP 2nd Amendment for the property legally described in Exhibit A attached hereto (the “Property”) and, pursuant to the zoning ordinances of the City, such Property is zoned Planned Community Zone District Commercial (PCZD-C) for the uses permitted in the St. Louis Parish and Commercial Park GDP 2nd Amendment for the Property, a copy of which St. Louis Parish and Commercial Park GDP 2nd Amendment is attached hereto as Exhibit A, subject to Section 2 hereof.

Section 2. The St. Louis Parish GDP 2nd Amendment shall be recorded in the Offices of the Boulder County Clerk and Recorder and the City zoning map shall be amended accordingly.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this 1st day of September, 2020.

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

APPROVED AS TO FORM:

Kelly, P.C.
City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this 15^h day of September, 2020

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

Exhibit A

LAND USE APPLICATION

CASE NO. _____

APPLICANT INFORMATION

Firm: United Properties
 Contact: Alicia Rhymmer
 Address: 1331 17th Street, Suite 604
Denver, CO 80202
 Mailing Address: Same
 Telephone: 720.273.9841
 Fax: _____
 Email: alicia.rhymer@uproperties.com

OWNER INFORMATION

Firm: Ascent Community Church
 Contact: Stacey Luther
 Address: 1326 96th Avenue
Louisville, CO 80027
 Mailing Address: PO Box 270173
Louisville, CO 80027
 Telephone: 303.518.8084
 Fax: _____
 Email: Stacey@Ascentcc.org

REPRESENTATIVE INFORMATION

Firm: (EES) Entitlements & Engineering Solutions Inc.
 Contact: Krysta Houtchens
 Address: 501 S. Cherry Street, Suite 300
Glendale, CO 80246
 Mailing Address: Same
 Telephone: 970.380.7054
 Fax: _____
 Email: khoutchens@ees.us.com

PROPERTY INFORMATION

Common Address: 1326 96th Ave
 Legal Description: Lot _____ Blk _____
 Subdivision TR5 - Central NBR 145 820
 Area: 13.73 598 Sq. Ft.

TYPE (S) OF APPLICATION

- Annexation
- Zoning
- Preliminary Subdivision Plat
- Final Subdivision Plat
- Minor Subdivision Plat
- Preliminary Planned Unit Development (PUD)
- Final PUD
- Amended PUD
- Administrative PUD Amendment
- Special Review Use (SRU)
- SRU Amendment
- SRU Administrative Review
- Temporary Use Permit: _____
- CMRS Facility: _____
- Other: (easement / right-of-way; floodplain; variance; vested right; 1041 permit; oil / gas production permit) GDP Amendment

PROJECT INFORMATION

Summary: _____
Industrial / Retail Development
2nd GDP Amendment for
St Louis Parish Commercial
Park - see narrative

Current zoning: PC2D Proposed zoning: PC2D

SIGNATURES & DATE

Applicant: Alicia Rhymmer
 Print: Alicia Rhymmer
 Owner: Ascent Church
 Print: Jim Candy / Ascent Church
 Representative: _____
 Print: _____

CITY STAFF USE ONLY

- Fee paid: _____
- Check number: _____
- Date Received: _____

Parcel # 15751600007 Sect. 17 Township
15 Range 69

October 17, 2019

Lisa Ritchie

Planning Department

City of

Louisville

Louisville, Colorado 80027

Dear Ms. Ritchie,

I am the property owner of 1212 S 96th Street, Louisville, CO and provide consent for the United Properties to submit an Application to the City of Louisville for an amendment to the existing General Development Plan for purpose of:

Add Industrial and car wash as an allowable use, reduce the building setback from 60 to 55 feet along 96th Street, properly align zones with property boundaries, change parking lot configuration requirements in zone 2 and 3, eliminate local road and provide private drives with cross access easements between properties and construct the 8' crushed refined trail along 96th Street to Coal Creek instead of cash in lieu for the public land deficit requirements for the overall development.

We support the proposed Second Amendment and feel it bring benefits to all three properties that will allow the developments to viably move forward. We urge the City to approve the proposed amendments to the General Development Plan that has limited and development prohibitive on all three (3) properties for many years.

Sincerely,



Adrian Games

1212 S 96th Street property owner

October 17, 2019

Lisa Ritchie
Planning Department
City of Louisville
Louisville, Colorado 80027

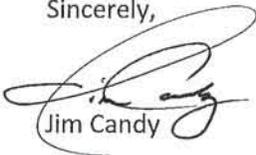
Dear Ms. Ritchie,

Ascent Community Church is the current property owner of 1326 S 96th Street, Louisville, CO. We provide consent for the United Properties to submit an Application to the City of Louisville for an amendment to the existing General Development Plan for purpose of:

Add Industrial and car wash as an allowable use, reduce the building setback from 60 to 55 feet along 96th Street, properly align zones with property boundaries, change parking lot configuration requirements in zone 2 and 3, eliminate local road and provide private drives with cross access easements between properties and construct the 8' crushed refined trail along 96th Street to Coal Creek instead of cash in lieu for the public land deficit requirements for the overall development.

We support the proposed Second Amendment and feel it bring benefits to all three properties that will allow the developments to viably move forward. We urge the City to approve the proposed amendments to the General Development Plan that has limited and development prohibitive on all three (3) properties for many years.

Sincerely,



Jim Candy

Pastor of Ascent Church Community

St. Louis Church
902 Grant
Louisville, Colo. 80027

December 19, 2019

Lisa Ritchie
Planning Department
City of Louisville
Louisville, Colorado 80027

Property at 96th and Dillon

Dear Ms. Ritchie,

Saint Louis Catholic Church consents to the application filed by United Properties for an amendment to the existing General Development Plan for this property.

The existing General Development Plan has limited development opportunities, and the proposed Second Amendment is intended to make changes that will allow development to move forward.

We urge the City to approve the proposed amendments to the General Development Plan.

Sincerely,



Rev. Timothy Hjelstrom

Pastor

ELECTRONIC LAND USE HEARING REQUEST CASE NO. _____

APPLICANT INFORMATION
 Firm: United Properties
 Contact: Alicia Rhymer
 Address: 1331 17th Street Suite 604
Denver, CO 80202
 Mailing Address: Same
 Telephone: 720.273.9841
 Fax: _____
 Email: alicia.rhymer@uproperties.com

TYPE (S) OF APPLICATION

- Annexation
- Zoning
- Preliminary Subdivision Plat
- Final Subdivision Plat
- Minor Subdivision Plat
- Preliminary Planned Unit Development (PUD)
- Final PUD
- Amended PUD
- Administrative PUD Amendment
- Special Review Use (SRU)
- SRU Amendment
- SRU Administrative Review
- Temporary Use Permit: _____
- CMRS Facility: _____
- Other: (easement / right-of-way; floodplain; variance; vested right; 1041 permit; oil / gas production permit)

GDP amendment

OWNER INFORMATION
 Firm: Ascent Community Church
 Contact: Stacey Luther
 Address: 1326 96th Avenue
Louisville CO 80027
 Mailing Address: PO Box 270173
Louisville, CO 80027
 Telephone: 303.578.8024
 Fax: _____
 Email: Stacey@ascentcc.org

I hereby request the public hearing(s) on this application be scheduled to be conducted by Electronic Participation in accordance with the attached Resolution No. 30, Series 2020, as adopted by the City Council on April 7, 2020, if such hearing(s) can be scheduled during a time period when in-person meetings are not being held due to a health epidemic or pandemic. I acknowledge that holding a quasi-judicial hearing by Electronic Participation may present certain legal risks and involves an area of legal uncertainty, and that having this application heard at a meeting held by Electronic Participation is optional and undertaken at my own risk. I also understand that in-person meetings are preferred for quasi-judicial hearings, and that even if electronic hearing(s) are scheduled, this application will be heard at an in-person meeting if in-person meetings have resumed by the scheduled hearing date(s). I further agree to defend and indemnify the City of Louisville in any action that may arise out of, or in connection with, conducting the hearing by Electronic Participation.

REPRESENTATIVE INFORMATION
 Firm: EES
 Contact: Krysta Houtchens
 Address: 501 S. Cherry St. Suite 300
Glendale, CO 80246
 Mailing Address: Same
 Telephone: 970.380.7054
 Fax: _____
 Email: khoutchens@ees.us.com

SIGNATURES & DATE
 Applicant: Alicia Rhymer
 Print: Alicia Rhymer
 Owner: Ascent Church
 Print: Jim Condy / Ascent Church
 Representative: _____
 Print: _____

PROPERTY INFORMATION
 Common Address: 1326 96th Ave.
 Legal Description: Lot _____ Blk _____
 Subdivision TKS - Grand NBR 745820
 Area: 13.73 Sq. Ft.

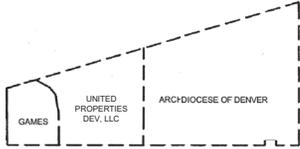
CITY STAFF USE ONLY

- Electronic Hearing Approved: _____
- Date(s) of Hearing(s): _____

Parcel # 15751600007 Sect. 17 Township 15 Range 69

ST. LOUIS PARISH AND COMMERCIAL PARK GENERAL DEVELOPMENT PLAN 2ND AMENDMENT

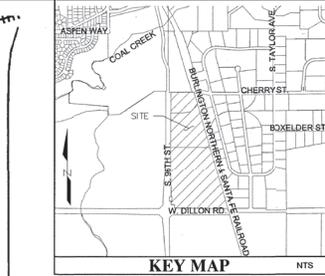
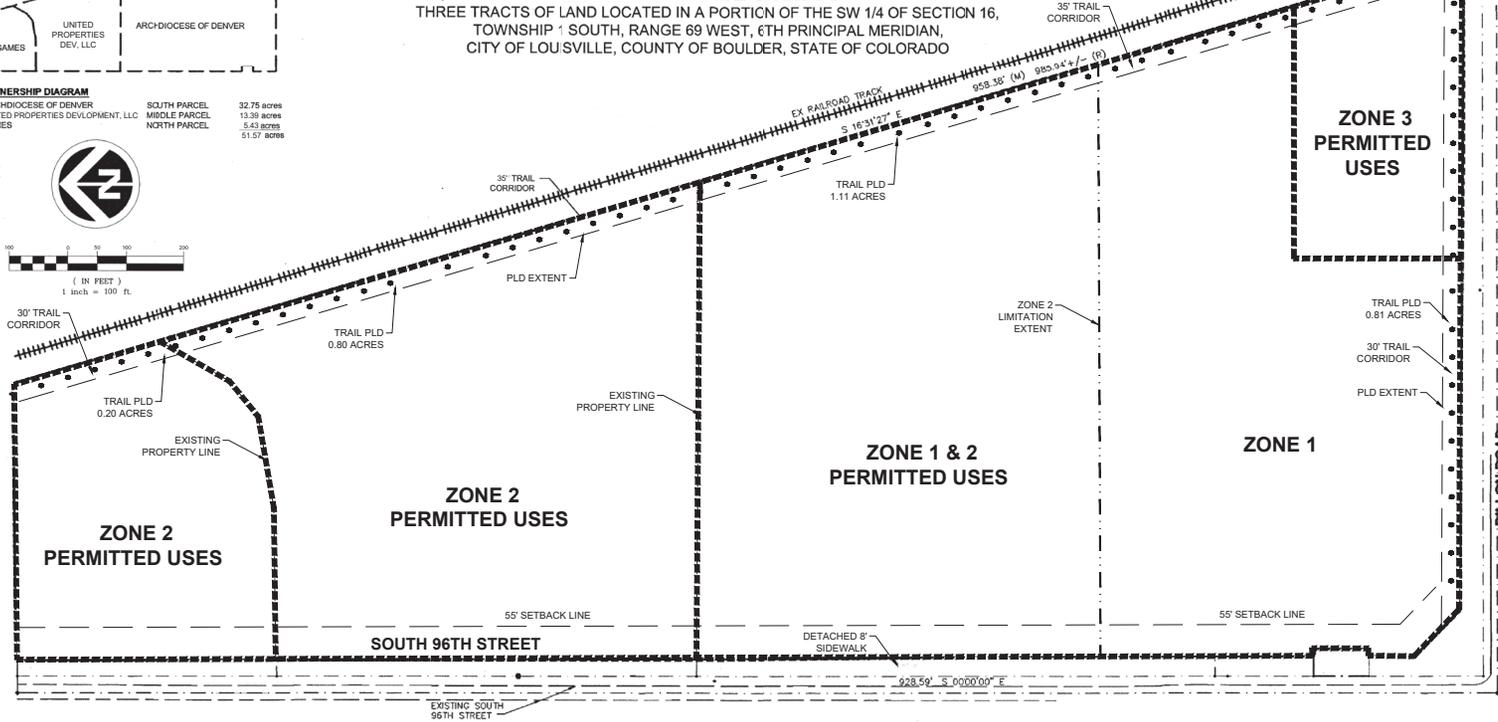
THREE TRACTS OF LAND LOCATED IN A PORTION OF THE SW 1/4 OF SECTION 16,
TOWNSHIP 1 SOUTH, RANGE 69 WEST, 6TH PRINCIPAL MERIDIAN,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



OWNERSHIP DIAGRAM
ARCHDIOCESE OF DENVER 32.75 acres
UNITED PROPERTIES DEVELOPMENT, LLC 13.39 acres
GAMES 5.53 acres
MIDDLE PARCEL 5.17 acres
NORTH PARCEL 5.17 acres



0 50 100 200
(IN FEET)
1 inch = 100 ft



HEIGHT, YARD AND BULK REQUIREMENTS
ZONE ONE
• HEIGHT TO BE MEASURED FROM FINAL FINISH GRADE.
• BUILDING SETBACKS FROM S. 96TH ARE 55 FEET. ALL OTHER YARD AND BULK STANDARDS SHALL COMPLY WITH CITY OF LOUISVILLE ZONING REGULATIONS IN EFFECT AT TIME OF PUD.
• PARKING AMOUNT TO CONFORM WITH CITY OF LOUISVILLE REGULATIONS.
ZONE TWO AND THREE
• REFER TO SHEET 2 FOR ALL FAR REQUIREMENTS PER SUBAREA ZONING.
• HEIGHT TO BE MEASURED FROM FINAL FINISHED GRADE.
• BUILDINGS WITHIN ZONE 2A ADJACENT TO, OR FRONTING TO SOUTH 96TH STREET SHALL NOT EXCEED TWENTY-FIVE (25) FEET IN HEIGHT IF PITCHED ROOF OR TWENTY (20) FEET IN HEIGHT IF SLANTED ROOF. ALL OTHER BUILDINGS SHALL CONFORM WITH THE CITY OF LOUISVILLE HEIGHT REGULATIONS IN EFFECT AT TIME OF PUD.
• PARKING LOTS ADJACENT TO SOUTH 96TH STREET SHALL BE SHIELDED FROM SOUTH 96TH STREET USING ENHANCED LANDSCAPING TECHNIQUES SUCH THAT IT IS EFFECTIVELY BUFFERED. ENHANCED LANDSCAPING WILL EXCEED THE COMMERCIAL DEVELOPMENT DESIGN STANDARDS & GUIDELINES BY MEANS SUCH AS ADDITIONAL TREES, SHRUBS AND/OR SCREEN WALL TO BE FURTHER DETAILED WITH PUD PROCESS WITH GOAL OF MINIMIZING THE VIEW OF PARKING AREAS FROM S. 96TH STREET TO THE GREATEST EXTENT FEASIBLE.
• PARKING AMOUNT TO CONFORM WITH CITY OF LOUISVILLE REGULATIONS.
SITE INFORMATION
OWNERSHIP
• CATHOLIC ARCHDIOCESE OF DENVER/ST. LOUIS CATHOLIC CHURCH
• UNITED PROPERTIES DEVELOPMENT, LLC
• ADRIAN GAMES
DEDICATIONS
• ALL DEDICATIONS FOR SOUTH 96TH STREET AND DILLON ROAD RIGHTS-OF-WAY ARE COMPLETED PRIOR TO REZONING.
• PURSUANT TO COMPREHENSIVE PLAN POLICY, THE LAND DEDICATION REQUIRED BY THE SUBDIVISION REGULATIONS SHALL BE PRIMARILY USED FOR NEIGHBORHOOD PARKS, TRAILS LINKAGES AND BUFFERS TO SERVE THE SUBDIVISION A TRAIL LINKAGE CORRIDOR SHALL BE PROVIDED ALONG THE EAST AND SOUTH BOUNDARIES TO THE PROPERTY, AND A LANDSCAPED BUFFER SHALL BE PROVIDED ALONG SOUTH 96TH STREET. THE FORM OF DEDICATION, RESPONSIBLE FOR CONSTRUCTION AND RESPONSIBILITY FOR MAINTENANCE SHALL BE DETERMINED AT THE TIME OF SUBDIVISION.
ACCESS MANAGEMENT
THE ACCESS MOVEMENTS SHOWN ON THE PUD ARE SUBJECT TO CHANGE. IF, AT ANY TIME IN THE FUTURE, IT IS DETERMINED BY THE CITY THAT CHANGE IS APPROPRIATE TO ENHANCE TRAFFIC FLOW ON ONE OR MORE SURROUNDING STREETS, OR TO MITIGATE AN UNSAFE SITUATION, UPON NOTIFICATION FROM THE CITY, THE PROPERTY OWNERS SHALL MAKE SUCH PHYSICAL CHANGES, AT THEIR COST, AS MAY BE REQUIRED BY THE CITY. EACH PRESENT AND FUTURE PROPERTY OWNER SHALL ACKNOWLEDGE IN WRITING THE FOREGOING AUTHORITY OF THE CITY. ALL ACCESS POINTS WILL BE PRIVATE. ACCESS DRIVES WITHIN THE DEVELOPMENT WILL HAVE CROSS ACCESS EASEMENTS AND MAINTENANCE AGREEMENTS. LEGAL EASEMENTS TO BE RECORDED AT PLATTING.

DEVELOPMENT CONCEPT AND GENERAL NOTES

- THE DEVELOPMENT CONCEPT IS TO ESTABLISH A RELIGIOUS INSTITUTION/SCHOOL CAMPUS AT THE INTERSECTION OF SOUTH 96TH STREET AND DILLON ROAD. A MIXED-USE COMMERCIAL/INDUSTRIAL DEVELOPMENT WITHIN THE CENTRAL PORTION OF THE DEVELOPMENT, WITH THE REMAINDER OF THE PARCELS USED FOR COMMERCIAL PURPOSES THAT ARE NOT IN CONFLICT WITH THE PRESENCE OF RELIGIOUS INSTITUTIONS AND A SCHOOL. THE DEVELOPMENT IS INTENDED TO PROVIDE SUPPORT SERVICES TO THE INDUSTRIAL/EMPLOYMENT AREA LOCATED TO THE EAST, AND BE A TRANSITION BETWEEN THAT DEVELOPMENT AND THE OPEN SPACE TO THE WEST. A LANDSCAPE BUFFER, BUILDING HEIGHTS, FLOOR AREA RATIOS AND PARKING REQUIREMENTS SHALL ALL BE USED TO FACILITATE THE TRANSITION FROM RURAL/OPEN SPACE TO THE DEVELOPED PROPERTY.
- EXCEPT WHERE AMENDED BY THIS GENERAL DEVELOPMENT PLAN, DEVELOPMENT WILL BE SUBJECT TO THE CITY OF LOUISVILLE COMMERCIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES (CDDSG).
- DEVELOPMENT SHALL BE GOVERNED BY A GENERAL DEVELOPMENT PLAN AGREEMENT, DRAFTED BY ALL OWNERS, ADDRESSING THE PHASING OF DEVELOPMENT, RESPONSIBILITY FOR INFRASTRUCTURE DESIGN, CONSTRUCTION AND COST, AND ARCHITECTURAL DESIGN CRITERIA. THIS DEVELOPMENT AGREEMENT SHALL BE SUBMITTED TO, AND APPROVED BY, THE CITY OF LOUISVILLE IN CONJUNCTION WITH THE DEVELOPMENT APPLICATION AND/OR PRELIMINARY PLAT PRIOR TO DEVELOPMENT OF ANY OF THE SUBJECT PROPERTY.
- RETAIL ESTABLISHMENTS SHALL BE LIMITED TO 70,000 SQUARE FEET.

PERMITTED USES

- ZONE ONE (approx. 16.2 acres)**
1. RELIGIOUS INSTITUTIONS
 2. SCHOOLS
 3. ANCILLARY FACILITIES TYPICALLY AND COMMONLY ASSOCIATED WITH RELIGIOUS INSTITUTIONS AND SCHOOLS INCLUDING A RECTORY, ADMINISTRATIVE OFFICES, AND A CHILD CARE CENTER AS DETERMINED BY THE PLANNING COMMISSION AND CITY COUNCIL DURING THE PUD PROCESS.
- ZONE TWO (approx. 31.8 acres)**
1. CONTINUAL OF THE EXISTING RESIDENTIAL USES ON THE PROPERTY.
 2. RELIGIOUS INSTITUTION USE BY RIGHT.
 3. ALL USES IN ZONE ONE - USE BY SPECIAL REVIEW USE
 4. PROFESSIONAL, BUSINESS AND ADMINISTRATIVE OFFICES.
 5. PROFESSIONAL MEDICAL OFFICES AND CLINICS.
 6. FINANCIAL OFFICES AND BANKS.
 7. CULTURAL FACILITIES SUCH AS MUSEUMS, THEATERS, AND ART GALLERIES - USE BY SPECIAL REVIEW USE.
 8. PEDESTRIAN PLAZAS, PEDESTRIAN WAYS, INCLUSIVE OF OUTDOOR AMENITIES AS OUTDOOR ART EXHIBIT FACILITIES AND PUBLIC ART.
 9. OUTDOOR SPECIALTY USES, INCLUSIVE OF SIDEWALK CAFES AND OUTDOOR MARKET PLACES. OUTDOOR FLEA MARKETS ARE AN EXCLUDED USE IN ZONE 2 AND 3.
 10. INDOOR RECREATIONAL/FITNESS FACILITIES - USE BY SPECIAL REVIEW USE.
 11. OUTDOOR RECREATIONAL/FITNESS FACILITIES - USE BY SPECIAL REVIEW USE.
 12. OUTDOOR COMMERCIAL AMUSEMENT - USE BY SPECIAL REVIEW USE. TEMPORARY EVENTS WITH DURATIONS OF TEN DAYS OR LESS IN ONE SEASON SHALL BE PROCESSED UNDER THE APPLICABLE TEMPORARY USE REVIEW STANDARDS AND CRITERIA.
 13. RESTAURANTS AND CAFES.
 14. FAST FOOD SERVICES IN CONJUNCTION WITH DRIVE THROUGH SERVICE SERVICE FACILITIES - USE BY SPECIAL REVIEW USE.
 15. HOSPITALS - USE BY SPECIAL REVIEW USE.
 16. ANIMAL HOSPITALS AND SMALL ANIMAL CLINICS - USE BY SPECIAL REVIEW USE.
 17. KENNELS FOR THE BOARDING OR BREEDING OF DOMESTIC ANIMALS OR LIVESTOCK ARE AN EXCLUDED USE IN ALL ZONES.
 18. AUTO SERVICE AND FUELING STATIONS - USE BY SPECIAL REVIEW USE.
 19. AUTO SALES AND AUTO BODY SHOPS ARE EXCLUDED IN ALL ZONES.
 20. ASSISTED LIVING AND SKILLED NURSING FACILITIES.
 21. RESIDENTIAL USES INCLUDING INDEPENDENT AND SENIOR LIVING ARE EXCLUDED.
 22. CHILD CARE CENTERS - USE BY SPECIAL REVIEW USE.
 23. RETAIL - PERSONAL SERVICE SHOPS.
 24. CAR WASH - USE BY SPECIAL REVIEW USE.
 25. RESEARCH/OFFICE AND CORPORATE USES, AND FACILITIES FOR THE MANUFACTURING, FABRICATION, PROCESSING, OR ASSEMBLY OF SCIENTIFIC OR TECHNICAL PRODUCTS, OR OTHER PRODUCTS, IF SUCH USES ARE COMPATIBLE WITH SURROUNDING AREAS.
- ZONE THREE (approx. 3.4 acres)**
1. CHILD CARE CENTERS - USE BY SPECIAL REVIEW USE.
 2. ALL USES PERMITTED IN ZONE ONE.
 3. ASSISTED LIVING AND SKILLED NURSING FACILITIES - USE BY SPECIAL REVIEW USE.
 4. RESIDENTIAL USES, INCLUDING INDEPENDENT AND SENIOR LIVING AREA EXCLUDED.

CITY COUNCIL CERTIFICATE
APPROVED THIS _____ DAY OF _____, 202_ BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.

ORDINANCE NO. _____ SERIES _____
MAYOR _____ CITY CLERK _____

PLANNING COMMISSION CERTIFICATE
RECOMMENDED APPROVAL THIS _____ DAY OF _____, 202_ BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.

RESOLUTION NO. _____ SERIES _____

BOULDER COUNTY CLERK AND RECORDER'S CERTIFICATE
THIS GDP WAS RECORDED IN THE OFFICE OF THE BOULDER COUNTY CLERK AND RECORDER ON _____ DAY OF _____, 202_ UNDER RECEPTION NO. _____

OWNERSHIP CERTIFICATE
BY SIGNING THIS GDP, THE OWNER ACKNOWLEDGES AND ACCEPTS ALL THE REQUIREMENTS AND INTENT SET FORTH BY THIS GDP. WITNESS OUR HANDS AND SEALS THIS _____ DAY OF _____, 202_.

ADRIAN D. GAMES

STATE OF COLORADO
COUNTY OF _____
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS (DATE) BY (NAME AND TITLE OF POSITION): _____

(NOTARY'S OFFICIAL SIGNATURE)

(COMMISSION EXPIRATION)

OWNERSHIP CERTIFICATE
BY SIGNING THIS GDP, THE OWNER ACKNOWLEDGES AND ACCEPTS ALL THE REQUIREMENTS AND INTENT SET FORTH BY THIS GDP. WITNESS OUR HANDS AND SEALS THIS _____ DAY OF _____, 202_.

UNITED PROPERTIES DEVELOPMENT, LLC

STATE OF COLORADO
COUNTY OF _____
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS (DATE) BY (NAME AND TITLE OF POSITION): _____

(NOTARY'S OFFICIAL SIGNATURE)

(COMMISSION EXPIRATION)

OWNERSHIP CERTIFICATE
BY SIGNING THIS GDP, THE OWNER ACKNOWLEDGES AND ACCEPTS ALL THE REQUIREMENTS AND INTENT SET FORTH BY THIS GDP. WITNESS OUR HANDS AND SEALS THIS _____ DAY OF _____, 202_.

ARCHDIOCESE OF DENVER

STATE OF COLORADO
COUNTY OF _____
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS (DATE) BY (NAME AND TITLE OF POSITION): _____

(NOTARY'S OFFICIAL SIGNATURE)

(COMMISSION EXPIRATION)

AMENDMENTS:

- THE FIRST AMENDMENT ALLOWS RELIGIOUS INSTITUTIONS IN ZONE 2 AS A USE BY RIGHT.
- THE SECOND AMENDMENT INCLUDES:
 - ELIMINATES LOCAL ROAD AND PROVIDES PRIVATE DRIVES WITH CROSS ACCESS BETWEEN
 - REDUCES THE BUILDING SETBACK DISTANCE FROM SOUTH 96TH STREET
 - CHANGES THE PARKING LOT CONFIGURATION STANDARDS IN ZONE 2 AND 3 WITH ADDITIONAL LANDSCAPING REQUIREMENT.

- THE SECOND AMENDMENT INCLUDES (CONT.):
 - ELIMINATES LOCAL ROAD AND PROVIDES PRIVATE DRIVES WITH CROSS ACCESS BETWEEN
 - ALIGNS ZONES WITH PROPERTY BOUNDARIES
 - ADDITION OF INDUSTRIAL AND CAR WASH USES TO ZONE 2
 - MODIFIED FAR TO PROPERTY BOUNDARIES AND IDENTIFIED WITHIN ZONES.
 - MODIFIED MAXIMUM BUILDING HEIGHT FROM 35' TO 45' IN ZONE 2B.

ST. LOUIS PARISH AND COMMERCIAL PARK
GENERAL DEVELOPMENT PLAN
2ND AMENDMENT



NO.	DATE	DESCRIPTION
1	10/02/2020	1ST SUBMITTAL - 2ND GDP AMENDMENT
2	10/02/2020	2ND SUBMITTAL - 2ND GDP AMENDMENT
3	10/02/2020	3RD SUBMITTAL - 2ND GDP AMENDMENT
4	10/02/2020	4TH SUBMITTAL - 2ND GDP AMENDMENT
5	10/02/2020	5TH SUBMITTAL - 2ND GDP AMENDMENT
6	10/02/2020	6TH SUBMITTAL - 2ND GDP AMENDMENT
7	10/02/2020	7TH SUBMITTAL - 2ND GDP AMENDMENT
8	10/02/2020	8TH SUBMITTAL - 2ND GDP AMENDMENT
9	10/02/2020	9TH SUBMITTAL - 2ND GDP AMENDMENT
10	10/02/2020	10TH SUBMITTAL - 2ND GDP AMENDMENT

501 S Cherry St, Suite 300
Glenridge, CO 80246
303-672-7987
www.ees.us.com

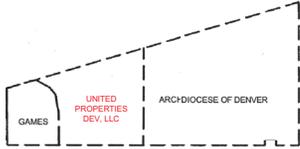
Project Number: 175001
Designed By: JDM
Drawn By: CEIB
Checked By: JDM
Sheet Number: 1 of 2

UNITED PROPERTIES
1331 17TH STREET, SUITE 604
DENVER, CO 80202
UNITEPROPERTIES.COM

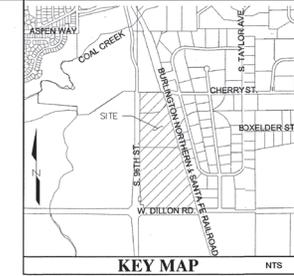
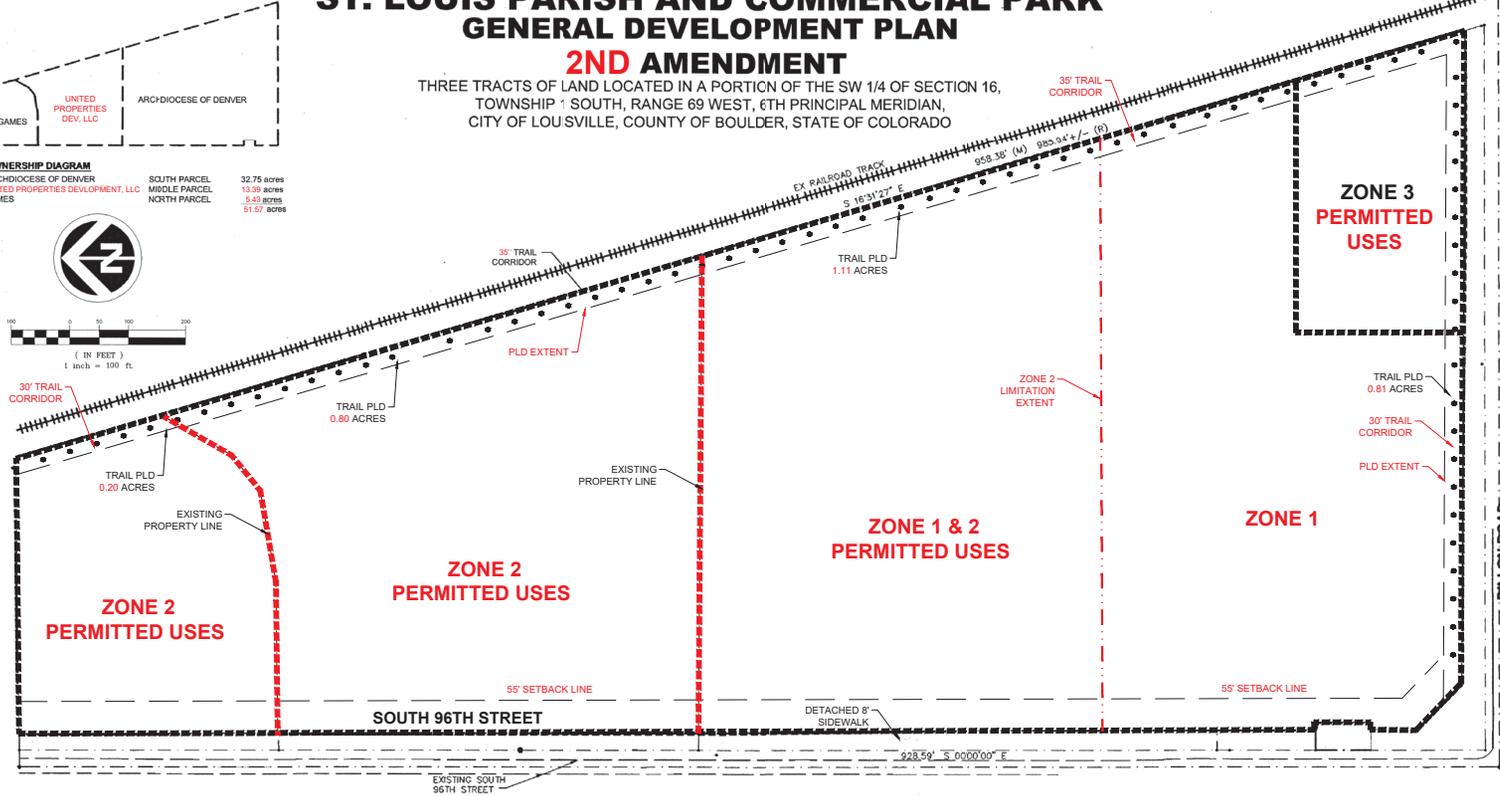
ST. LOUIS PARISH AND COMMERCIAL PARK GENERAL DEVELOPMENT PLAN

2ND AMENDMENT

THREE TRACTS OF LAND LOCATED IN A PORTION OF THE SW 1/4 OF SECTION 16,
TOWNSHIP 1 SOUTH, RANGE 69 WEST, 6TH PRINCIPAL MERIDIAN,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



OWNERSHIP DIAGRAM
ARCHDIOCESE OF DENVER 32.75 acres
UNITED PROPERTIES DEVELOPMENT, LLC 13.39 acres
GAMES 5.53 acres
MIDDLE PARCEL 5.197 acres
NORTH PARCEL 5.197 acres



HEIGHT, YARD AND BULK REQUIREMENTS
ZONE ONE
HEIGHT TO BE MEASURED FROM FINAL FINISH GRADE.
BUILDING SETBACKS FROM S. 96TH ARE 55 FEET. ALL OTHER YARD AND BULK STANDARDS SHALL COMPLY WITH CITY OF LOUISVILLE ZONING REGULATIONS IN EFFECT AT TIME OF PUD.
PARKING AMOUNT TO CONFORM WITH CITY OF LOUISVILLE REGULATIONS.
ZONE TWO AND THREE
REFER TO SHEET 2 FOR ALL FAR REQUIREMENTS PER SUBAREA ZONING.
HEIGHT TO BE MEASURED FROM FINAL FINISHED GRADE.
BUILDINGS WITHIN ZONE 2A ADJACENT TO, OR FRONTING TO SOUTH 96TH STREET SHALL NOT EXCEED TWENTY-FIVE (25) FEET IN HEIGHT IF PITCHED ROOF OR TWENTY (20) FEET IN HEIGHT IF SLANTED ROOF. ALL OTHER BUILDINGS SHALL CONFORM WITH THE CITY OF LOUISVILLE HEIGHT REGULATIONS IN EFFECT AT TIME OF PUD.
PARKING LOTS ADJACENT TO SOUTH 96TH STREET SHALL BE SHIELDED FROM SOUTH 96TH STREET USING ENHANCED LANDSCAPING TECHNIQUES SUCH THAT IT IS EFFECTIVELY BUFFERED. ENHANCED LANDSCAPING WILL EXCEED THE COMMERCIAL DEVELOPMENT DESIGN STANDARDS & GUIDELINES BY MEANS SUCH AS ADDITIONAL TREES, SHRUBS AND/OR SCREEN WALL TO BE FURTHER DETAILED WITH PUD PROCESS WITH GOAL OF MINIMIZING THE VIEW OF PARKING AREAS FROM S. 96TH STREET TO THE GREATEST EXTENT FEASIBLE.
PARKING AMOUNT TO CONFORM WITH CITY OF LOUISVILLE REGULATIONS.

SITE INFORMATION
OWNERSHIP
CATHOLIC ARCHDIOCESE OF DENVER/ST. LOUIS CATHOLIC CHURCH
UNITED PROPERTIES DEVELOPMENT, LLC
ADRIAN GAMES
DEDICATIONS
ALL DEDICATIONS FOR SOUTH 96TH STREET AND DILLON ROAD RIGHTS-OF-WAY ARE COMPLETED PRIOR TO REZONING.
PURSUANT TO COMPREHENSIVE PLAN POLICY, THE LAND DEDICATION REQUIRED BY THE SUBDIVISION REGULATIONS SHALL BE PRIMARILY USED FOR NEIGHBORHOOD PARKS, TRAILS LINKAGES AND BUFFERS TO SERVE THE SUBDIVISION. A TRAIL LINKAGE CORRIDOR SHALL BE PROVIDED ALONG THE EAST AND SOUTH BOUNDARIES TO THE PROPERTY, AND A LANDSCAPED BUFFER SHALL BE PROVIDED ALONG SOUTH 96TH STREET. THE FORM OF DEDICATION, RESPONSIBLE FOR CONSTRUCTION AND RESPONSIBILITY FOR MAINTENANCE SHALL BE DETERMINED AT THE TIME OF SUBDIVISION.

ACCESS MANAGEMENT
THE ACCESS MOVEMENTS SHOWN ON THE PUD ARE SUBJECT TO CHANGE. IF, AT ANY TIME IN THE FUTURE, IT IS DETERMINED BY THE CITY THAT CHANGE IS APPROPRIATE TO ENHANCE TRAFFIC FLOW ON ONE OR MORE SURROUNDING STREETS, OR TO MITIGATE AN UNSAFE SITUATION, UPON NOTIFICATION FROM THE CITY, THE PROPERTY OWNERS SHALL MAKE SUCH PHYSICAL CHANGES, AT THEIR COST, AS MAY BE REQUIRED BY THE CITY. EACH PRESENT AND FUTURE PROPERTY OWNER SHALL ACKNOWLEDGE IN WRITING THE FOREGOING AUTHORITY OF THE CITY. ALL ACCESS POINTS WILL BE PRIVATE. ACCESS DRIVES WITHIN THE DEVELOPMENT WILL HAVE CROSS ACCESS EASEMENTS AND MAINTENANCE AGREEMENTS. LEGAL EASEMENTS TO BE RECORDED AT PLATTING.

DEVELOPMENT CONCEPT AND GENERAL NOTES

- THE DEVELOPMENT CONCEPT IS TO ESTABLISH A RELIGIOUS INSTITUTION/SCHOOL CAMPUS AT THE INTERSECTION OF SOUTH 96TH STREET AND DILLON ROAD. A MIXED-USE COMMERCIAL/INDUSTRIAL DEVELOPMENT WITHIN THE CENTRAL PORTION OF THE DEVELOPMENT, WITH THE REMAINDER OF THE PARCELS USED FOR COMMERCIAL PURPOSES THAT ARE NOT IN CONFLICT WITH THE PRESENCE OF RELIGIOUS INSTITUTIONS AND A SCHOOL. THE DEVELOPMENT IS INTENDED TO PROVIDE SUPPORT SERVICES TO THE INDUSTRIAL/EMPLOYMENT AREA LOCATED TO THE EAST, AND BE A TRANSITION BETWEEN THAT DEVELOPMENT AND THE OPEN SPACE TO THE WEST. A LANDSCAPE BUFFER, BUILDING HEIGHTS, FLOOR AREA RATIOS AND PARKING REQUIREMENTS SHALL ALL BE USED TO FACILITATE THE TRANSITION FROM RURAL/OPEN SPACE TO THE DEVELOPING PROPERTY.
- EXCEPT WHERE AMENDED BY THIS GENERAL DEVELOPMENT PLAN, DEVELOPMENT WILL BE SUBJECT TO THE CITY OF LOUISVILLE COMMERCIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES (CDDSG).
- DEVELOPMENT SHALL BE GOVERNED BY A GENERAL DEVELOPMENT PLAN AGREEMENT, DRAFTED BY ALL OWNERS, ADDRESSING THE PHASING OF DEVELOPMENT, RESPONSIBILITY FOR INFRASTRUCTURE DESIGN, CONSTRUCTION AND COST, AND ARCHITECTURAL DESIGN CRITERIA. THIS DEVELOPMENT AGREEMENT SHALL BE SUBMITTED TO, AND APPROVED BY, THE CITY OF LOUISVILLE IN CONJUNCTION WITH THE DEVELOPMENT APPLICATION AND/OR PRELIMINARY PLAT PRIOR TO DEVELOPMENT OF ANY OF THE SUBJECT PROPERTY.
- RETAIL ESTABLISHMENTS SHALL BE LIMITED TO 70,000 SQUARE FEET.

PERMITTED USES

- ZONE ONE (approx. 16.2 acres)**
- RELIGIOUS INSTITUTIONS
 - SCHOOLS
 - ANCILLARY FACILITIES TYPICALLY AND COMMONLY ASSOCIATED WITH RELIGIOUS INSTITUTIONS AND SCHOOLS INCLUDING A RECTORY, ADMINISTRATIVE OFFICES, AND A CHILD CARE CENTER AS DETERMINED BY THE PLANNING COMMISSION AND CITY COUNCIL DURING THE PUD PROCESS.
- ZONE TWO (approx. 31.8 acres)**
- CONTINUAL OF THE EXISTING RESIDENTIAL USES ON THE PROPERTY.
 - RELIGIOUS INSTITUTION USE BY RIGHT.
 - ALL USES IN ZONE ONE - USE BY SPECIAL REVIEW USE
 - PROFESSIONAL, BUSINESS AND ADMINISTRATIVE OFFICES.
 - PROFESSIONAL MEDICAL OFFICES AND CLINICS.
 - FINANCIAL OFFICES AND BANKS
 - CULTURAL FACILITIES SUCH AS MUSEUMS, THEATERS, AND ART GALLERIES - USE BY SPECIAL REVIEW USE.
 - PEDESTRIAN PLAZAS, PEDESTRIAN WAYS, INCLUSIVE OF OUTDOOR AMENITIES AS OUTDOOR ART EXHIBIT FACILITIES AND PUBLIC ART.
 - OUTDOOR SPECIALTY USES, INCLUSIVE OF SIDEWALK CAFES AND OUTDOOR MARKET PLACES. OUTDOOR FLEA MARKETS ARE AN EXCLUDED USE IN ZONE 2 AND 3.
 - INDOOR RECREATIONAL/FITNESS FACILITIES - USE BY SPECIAL REVIEW USE.
 - OUTDOOR RECREATIONAL/FITNESS FACILITIES - USE BY SPECIAL REVIEW USE.
 - OUTDOOR COMMERCIAL AMUSEMENT - USE BY SPECIAL REVIEW USE. TEMPORARY EVENTS WITH DURATIONS OF TEN DAYS OR LESS IN ONE SEASON SHALL BE PROCESSED UNDER THE APPLICABLE TEMPORARY USE REVIEW STANDARDS AND CRITERIA.
 - RESTAURANTS AND CAFES.
 - FAST FOOD SERVICES IN CONJUNCTION WITH DRIVE THROUGH SERVICE SERVICE FACILITIES - USE BY SPECIAL REVIEW USE.
 - HOSPITALS - USE BY SPECIAL REVIEW USE.
 - ANIMAL HOSPITALS AND SMALL ANIMAL CLINICS - USE BY SPECIAL REVIEW USE.
 - KENNELS FOR THE BOARDING OR BREEDING OF DOMESTIC ANIMALS OR LIVESTOCK ARE AN EXCLUDED USE IN ALL ZONES.
 - AUTO SERVICE AND FUELING STATIONS - USE BY SPECIAL REVIEW USE.
 - AUTO SALES AND AUTO BODY SHOPS ARE EXCLUDED RURAL ZONES.
 - ASSISTED LIVING AND SKILLED NURSING FACILITIES.
 - RESIDENTIAL USES INCLUDING INDEPENDENT AND SENIOR LIVING ARE EXCLUDED.
 - CHILD CARE CENTERS - USE BY SPECIAL REVIEW USE.
 - RETAIL - PERSONAL SERVICE SHOPS.
 - CAR WASH - USE BY SPECIAL REVIEW USE.
 - RESEARCH/OFFICE AND CORPORATE USES, AND FACILITIES FOR THE MANUFACTURING, FABRICATION, PROCESSING, OR ASSEMBLY OF SCIENTIFIC OR TECHNICAL PRODUCTS, OR OTHER PRODUCTS, IF SUCH USES ARE COMPATIBLE WITH SURROUNDING AREAS.
- ZONE THREE (approx. 3.4 acres)**
- CHILD CARE CENTERS - USE BY SPECIAL REVIEW USE.
 - ALL USES PERMITTED IN ZONE ONE.
 - ASSISTED LIVING AND SKILLED NURSING FACILITIES - USE BY SPECIAL REVIEW USE.
 - RESIDENTIAL USES, INCLUDING INDEPENDENT AND SENIOR LIVING AREA EXCLUDED.

OWNERSHIP CERTIFICATE
BY SIGNING THIS GDP, THE OWNER ACKNOWLEDGES AND ACCEPTS ALL THE REQUIREMENTS AND INTENT SET FORTH BY THIS GDP. WITNESS OUR HANDS AND SEALS THIS _____ DAY OF _____, 202__.

ADRIAN D. GAMES

STATE OF COLORADO
COUNTY OF _____
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS (DATE) BY (NAME AND TITLE OF POSITION): _____

(NOTARY'S OFFICIAL SIGNATURE)

(COMMISSION EXPIRATION)

OWNERSHIP CERTIFICATE
BY SIGNING THIS GDP, THE OWNER ACKNOWLEDGES AND ACCEPTS ALL THE REQUIREMENTS AND INTENT SET FORTH BY THIS GDP. WITNESS OUR HANDS AND SEALS THIS _____ DAY OF _____, 202__.

UNITED PROPERTIES DEVELOPMENT, LLC

STATE OF COLORADO
COUNTY OF _____
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS (DATE) BY (NAME AND TITLE OF POSITION): _____

(NOTARY'S OFFICIAL SIGNATURE)

(COMMISSION EXPIRATION)

OWNERSHIP CERTIFICATE
BY SIGNING THIS GDP, THE OWNER ACKNOWLEDGES AND ACCEPTS ALL THE REQUIREMENTS AND INTENT SET FORTH BY THIS GDP. WITNESS OUR HANDS AND SEALS THIS _____ DAY OF _____, 202__.

ARCHDIOCESE OF DENVER

STATE OF COLORADO
COUNTY OF _____
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS (DATE) BY (NAME AND TITLE OF POSITION): _____

(NOTARY'S OFFICIAL SIGNATURE)

(COMMISSION EXPIRATION)

AMENDMENTS:

- THE FIRST AMENDMENT ALLOWS RELIGIOUS INSTITUTIONS IN ZONE 2 AS A USE BY RIGHT.
- THE SECOND AMENDMENT INCLUDES:
- REDUCES THE BUILDING SETBACK DISTANCE FROM SOUTH 96TH STREET
- CHANGES THE PARKING LOT CONFIGURATION STANDARDS IN ZONE 2 AND 3 WITH ADDITIONAL LANDSCAPING REQUIREMENT.

- THE SECOND AMENDMENT INCLUDES (CONT.):
- ELIMINATES LOCAL ROAD AND PROVIDES PRIVATE DRIVES WITH CROSS ACCESS BETWEEN ELEMENTS AND PROVIDED SECTION DETAILS.
- ALIGNS ZONES WITH PROPERTY BOUNDARIES AND PROVIDES PRIVATE DRIVES WITH CROSS ACCESS BETWEEN ELEMENTS AND PROVIDED SECTION DETAILS.
- ADDITION OF INDUSTRIAL AND CAR WASH USES TO ZONE 2.
- MODIFIED FAR TO PROPERTY BOUNDARIES AND IDENTIFIED WITHIN ZONES.
- MODIFIED MAXIMUM BUILDING HEIGHT FROM 35' TO 45' IN ZONE 2B.

CITY COUNCIL CERTIFICATE
APPROVED THIS _____ DAY OF _____, 202__ BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.

ORDINANCE NO. _____ SERIES _____
MAYOR _____ CITY CLERK _____

PLANNING COMMISSION CERTIFICATE
RECOMMENDED APPROVAL THIS _____ DAY OF _____, 202__ BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.

RESOLUTION NO. _____ SERIES _____

BOULDER COUNTY CLERK AND RECORDER'S CERTIFICATE
THIS GDP WAS RECORDED IN THE OFFICE OF THE BOULDER COUNTY CLERK AND RECORDER ON _____ DAY OF _____, 202__ UNDER RECEPTION NO. _____

UNITED PROPERTIES
1331 17TH STREET, SUITE 804
DENVER, CO 80202
UNPROPERTIES.COM

**ST. LOUIS PARISH AND COMMERCIAL PARK
GENERAL DEVELOPMENT PLAN
2ND AMENDMENT**

EES
ENTITLEMENT AND SETBACKS
SOLUTIONS
501 S Cherry St, Suite 900
Glenridge, CO 80246
303-572-7987 www.ees.us.com

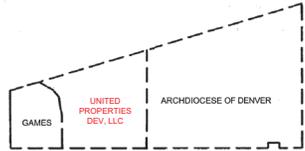
DOCUMENT AMENDMENTS

8	10/10/2020	175001	175001	175001	175001	175001	175001	175001	175001
9	10/14/2020	175001	175001	175001	175001	175001	175001	175001	175001
10	10/14/2020	175001	175001	175001	175001	175001	175001	175001	175001
11	10/14/2020	175001	175001	175001	175001	175001	175001	175001	175001
12	10/14/2020	175001	175001	175001	175001	175001	175001	175001	175001
13	10/14/2020	175001	175001	175001	175001	175001	175001	175001	175001
14	10/14/2020	175001	175001	175001	175001	175001	175001	175001	175001
15	10/14/2020	175001	175001	175001	175001	175001	175001	175001	175001
16	10/14/2020	175001	175001	175001	175001	175001	175001	175001	175001
17	10/14/2020	175001	175001	175001	175001	175001	175001	175001	175001
18	10/14/2020	175001	175001	175001	175001	175001	175001	175001	175001
19	10/14/2020	175001	175001	175001	175001	175001	175001	175001	175001
20	10/14/2020	175001	175001	175001	175001	175001	175001	175001	175001
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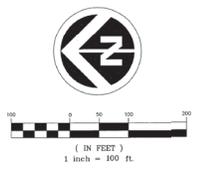
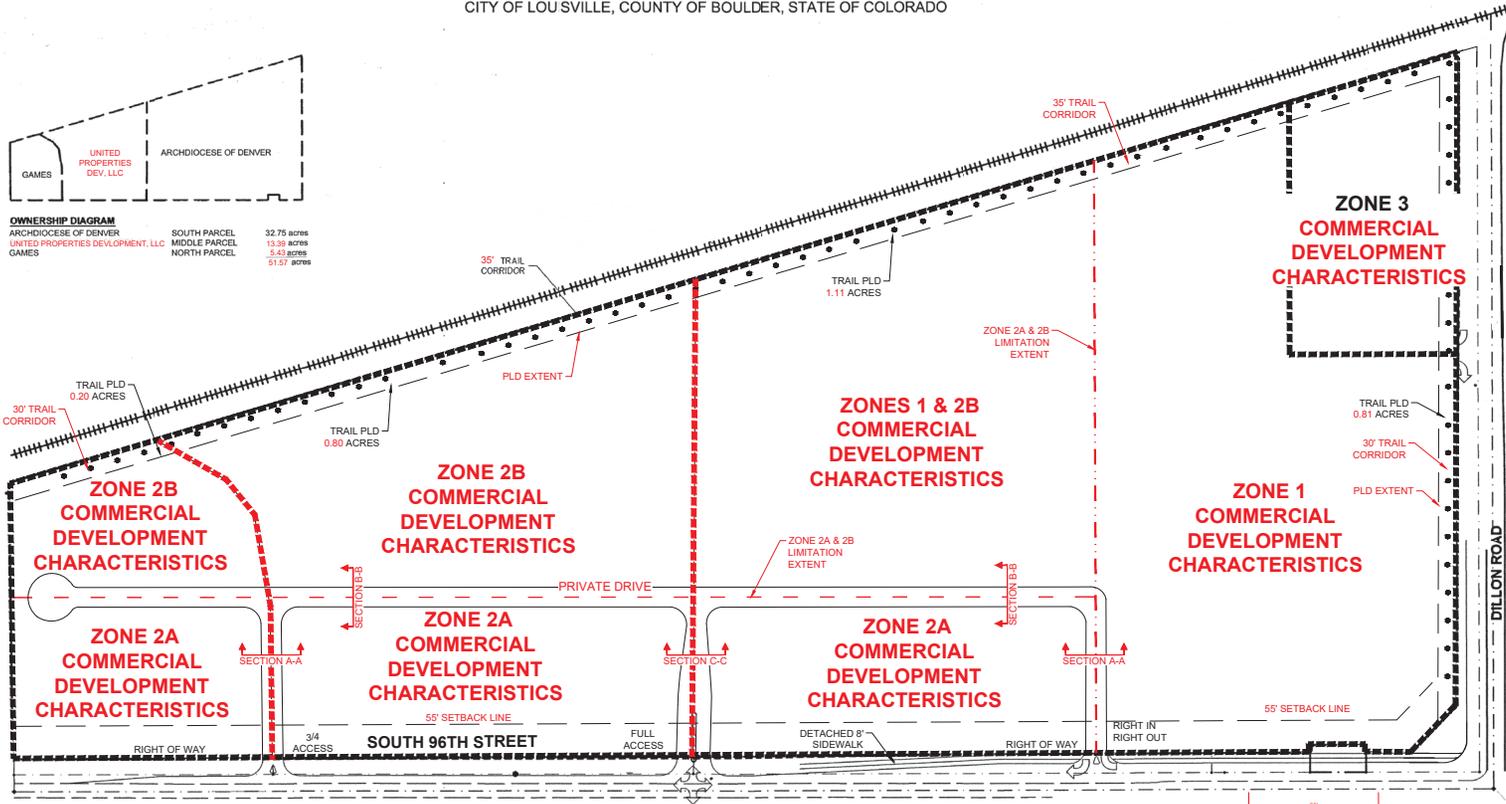
Project Number: 175001
Designed By: DM
Drawn By: JDM
Checked By: JDM
Sheet Number: 1 of 2

ST. LOUIS PARISH AND COMMERCIAL PARK GENERAL DEVELOPMENT PLAN 2ND AMENDMENT

THREE TRACTS OF LAND LOCATED IN A PORTION OF THE SW 1/4 OF SECTION 16,
TOWNSHIP 1 SOUTH, RANGE 69 WEST, 6TH PRINCIPAL MERIDIAN,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



OWNERSHIP DIAGRAM
 ARCHDIOCESE OF DENVER 32.75 acres
 UNITED PROPERTIES DEVELOPMENT, LLC 13.30 acres
 GAMES 51.57 acres



ST. LOUIS PARISH AND COMMERCIAL PARK
GENERAL DEVELOPMENT PLAN
2ND AMENDMENT

COMMERCIAL DEVELOPMENT CHARACTERISTICS

ZONE 2A
 SETBACKS: 55' FROM 96TH STREET, PER CODE OTHERWISE
 PARKING: 30' FROM 96TH STREET RIGHT-OF-WAY WITH ENHANCED LANDSCAPING TO BUFFER FROM S. 96TH STREET, PER CODE OTHERWISE
 HEIGHT: 25' MAXIMUM FROM FINAL FINISHED GRADE
 ARCHITECTURE: SINGLE STORY PITCHED ROOF OR SLANTED ROOFLINE ARCHITECTURAL ELEMENTS

ZONE 2B
 SETBACKS: 55' FROM 96TH STREET, PER CODE OTHERWISE
 PARKING: PER MUNICIPAL CODE
 HEIGHT: 45' MAXIMUM FROM FINAL FINISHED GRADE
 ARCHITECTURE: SUBJECT TO PUD GUIDELINES

ZONE 1
 SETBACKS: 55' ALONG S. 96TH ST, PER MUNICIPAL CODE ALONG DILLON RD;
 PARKING: 55' ALONG S. 96TH ST, PER MUNICIPAL CODE ALONG DILLON RD
 HEIGHT: 35' MAXIMUM FROM FINAL GRADE
 ARCHITECTURE: SHALL CONFORM WITH CITY OF LOUISVILLE ZONING REGULATIONS IN EFFECT AT TIME OF PUD

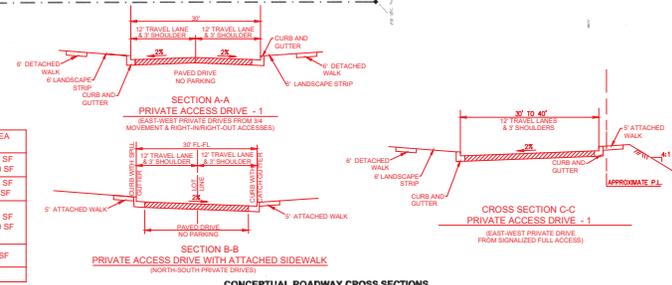
TABLES

PUBLIC LAND DEDICATION REQUIRED (51.57 ACRES @ 12%)	6.19 acres
PROPOSED TRAIL DEDICATION DEFICIT	2.99 acres
	3.27 acres

FAR DEVELOPMENT ALLOWANCE

SITE	AREA	FAR	ALLOWED FLOOR AREA	ZONE FLOOR AREA ALLOWANCE
UNITED PROPERTIES PARCEL	548,862 SF	ZONE 2A = 0.17 FAR ZONE 2B = 0.25 FAR	126,245 SF	ZONE 2A = 26,165 SF ZONE 2B = 100,080 SF
GAMES PARCEL	225,666 SF	ZONE 2A = 0.17 FAR ZONE 2B = 0.26 FAR	50,456 SF	ZONE 2A = 15,516 SF ZONE 2B = 34,940 SF
ARCHDIOCESE OF DENVER PARCEL	ZONE 2A & 2B LIMITATION AREA 692,500 SF	ZONE 2A = 0.20 FAR ZONE 2B = 0.26 FAR NO FAR IF DEVELOPED AS ZONE 1 USE.	171,000 SF	ZONE 2A = 30,000 SF ZONE 2B = 141,000 SF
ARCHDIOCESE OF DENVER PARCEL	149,190 SF	0.20	29,839 SF	ZONE 3 = 29,838 SF
TOTAL			377,540 SF	

NOTE: DESIGN WILL BE ENCOURAGED TO ESTABLISH CROSS ACCESS TO DILLON ROAD



- AMENDMENTS:**
- THE FIRST AMENDMENT ALLOWS RELIGIOUS INSTITUTIONS IN ZONE 2 AS A USE BY RIGHT.
 - THE SECOND AMENDMENT INCLUDES:
 - REDUCES THE BUILDING SETBACK DISTANCE FROM SOUTH 96TH STREET
 - CHANGES THE PARKING LOT CONFIGURATION STANDARDS IN ZONE 2 AND 3 WITH ADDITIONAL LANDSCAPING REQUIREMENT
 - ELIMINATES LOCAL ROAD AND PROVIDES PRIVATE DRIVES WITH CROSS ACCESS BETWEEN ELEMENTS AND PROVIDED SECTION DETAILS.
 - ELIMINATES LOCAL ROAD AND PROVIDES PRIVATE DRIVES WITH CROSS ACCESS BETWEEN ELEMENTS AND PROVIDED SECTION DETAILS.
 - ALIGNS ZONES WITH PROPERTY BOUNDARY.
 - ADDITION OF INDUSTRIAL AND CAR WASH USES TO ZONE 2.
 - MODIFIED FAR TO PROPERTY BOUNDARIES AND DENSITIES WITHIN ZONES.
 - MODIFIED MAXIMUM BUILDING HEIGHT FROM 35' TO 40' IN ZONE 2B.



DOCUMENT AMENDMENTS

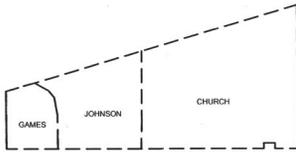
No.	Date	Description
1	10/06/2017	2ND SUBMITTAL
2	10/16/2017	2ND SUBMITTAL
3	03/03/2020	1TH SUBMITTAL, 2ND DEP. AMENDMENT
4	03/03/2020	1TH SUBMITTAL, 2ND DEP. AMENDMENT
5	03/03/2020	1TH SUBMITTAL, 2ND DEP. AMENDMENT
6	03/03/2020	1TH SUBMITTAL, 2ND DEP. AMENDMENT
7	11/02/2019	1TH SUBMITTAL, 2ND DEP. AMENDMENT

Project Number: 175001
 Designed By: JDM, CETB
 Checked By: JDM
 Drawn By: JDM
 Date: 11/15/2023

ST. LOUIS PARISH AND COMMERCIAL PARK GENERAL DEVELOPMENT PLAN

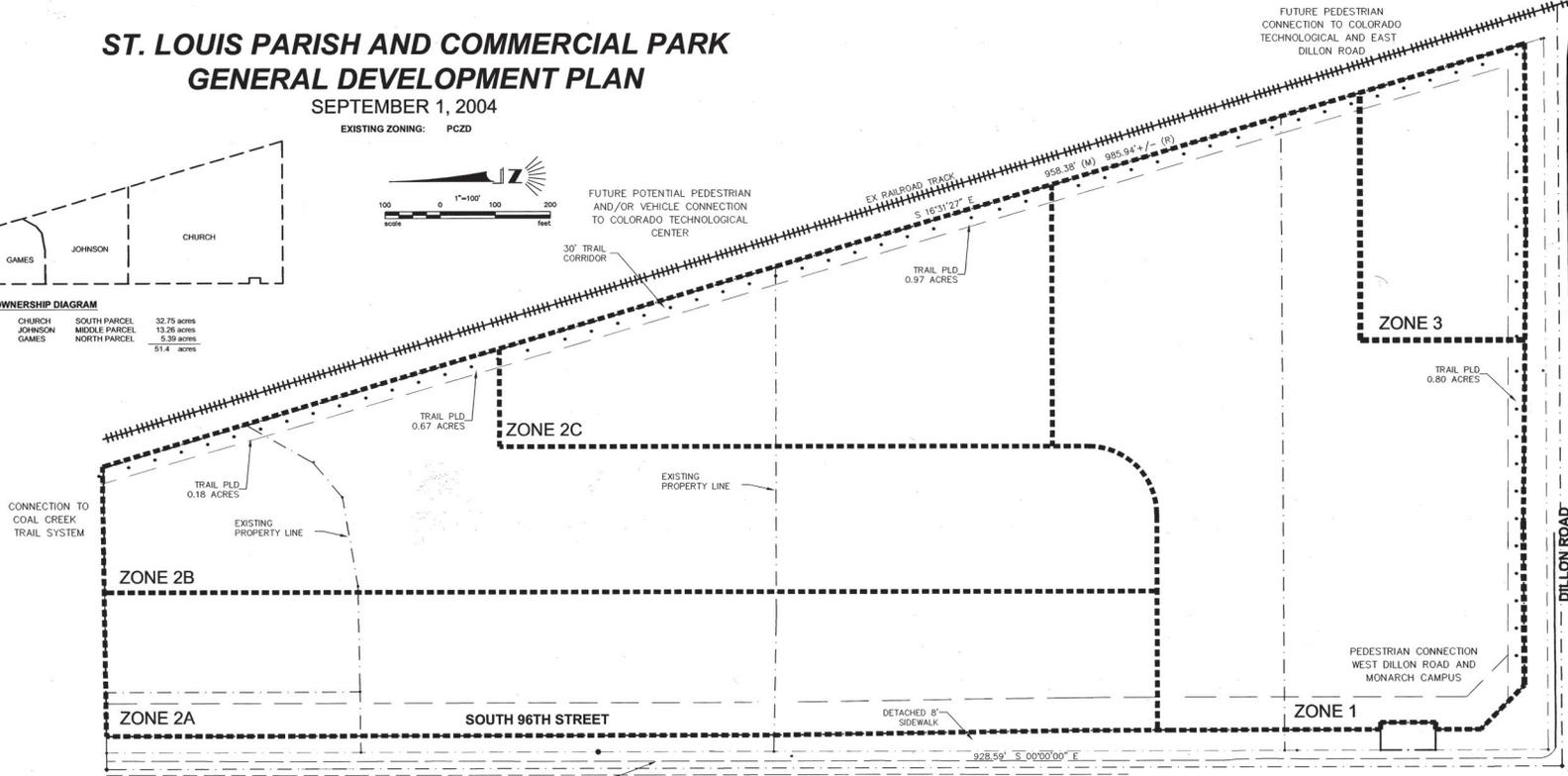
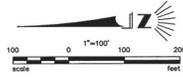
SEPTEMBER 1, 2004

EXISTING ZONING: PCZD



OWNERSHIP DIAGRAM

CHURCH	SOUTH PARCEL	32.75 acres
JOHNSON	MIDDLE PARCEL	13.36 acres
GAMES	NORTH PARCEL	5.39 acres
		51.4 acres



DEVELOPMENT CONCEPT AND GENERAL NOTES

1. THE DEVELOPMENT CONCEPT IS TO ESTABLISH A COMMERCIAL CORRIDOR ALONG THE INTERSECTION OF SOUTH 96TH STREET AND DILLON ROAD WITH THE REMAINDER OF THE PARCEL LOCATED TO THE WEST AND A TRANSFER BETWEEN THE DEVELOPMENT AND THE UPPER SPACE TO THE WEST. A LANDSCAPE BUFFER BUILDING HEIGHTS, FLOOR AREA AND PARKING REQUIREMENTS SHALL BE USED TO DEFINE THE TRANSITION FROM LOCAL OPEN SPACE TO THE DEVELOPED PROPERTY.

PERMITTED USES

- ZONE ONE** (approx. 16.2 acres)
 - CHURCH
 - SCHOOLS
 - INDUSTRY FACILITIES TYPICALLY AND COMMONLY ASSOCIATED WITH CHURCHES AND SCHOOLS INCLUDING A RECTORY, ADMINISTRATIVE OFFICES AND A CHILD CARE CENTER AS DETERMINED BY THE PLANNING COMMISSION AND CITY COUNCIL DURING THE PUD PROCESS.
- ZONE TWO** (approx. 31.8 acres)
 - CORRELATION OF THE EXISTING RESIDENTIAL USES ON THE PROPERTY.
 - ALL USES IN ZONE ONE. **USE BY SPECIAL REVIEW USE.**
 - PROFESSIONAL AND ADMINISTRATIVE OFFICES.
 - PROFESSIONAL, MEDICAL OFFICES AND CLINICS.
 - FINANCIAL OFFICES AND BANKS.
 - CULTURAL FACILITIES SUCH AS MUSEUMS, THEATERS, AND ART GALLERIES. **USE BY SPECIAL REVIEW USE.**
 - PEDESTRIAN PLAZAS, PEDESTRIAN WAYS, INCLUDING OF OUTDOOR AMENITIES AS OUTDOOR ART EXHIBIT FACILITIES AND PUBLIC ART.
 - OUTDOOR SPECIALTY USES, INCLUDING OF RESTAURANT CAFES AND OUTDOOR MARKET PLACES. OUTDOOR PLAY AREAS ARE EXCLUDED IN ZONES 2 AND 3.
 - INDOOR RECREATIONAL FACILITIES, INCLUDING OF OUTDOOR TENNIS AND SOCCER FACILITIES SHALL BE A PERMITTED USE.
 - OUTDOOR RECREATIONAL FACILITIES. **USE BY SPECIAL REVIEW USE.**
 - OUTDOOR COMMERCIAL AMUSEMENT. **USE BY SPECIAL REVIEW USE.** TEMPORARY EVENTS WITH A DURATION OF TEN DAYS OR LESS IN ONE SEASON SHALL BE PROCESSED UNDER THE APPLICABLE TEMPORARY USE REVIEW STANDARDS AND CRITERIA.
 - RESTAURANTS AND BARS.
 - FAST FOOD SERVICE IN CONNECTION WITH DRIVE THROUGH SERVICE. **USE BY SPECIAL REVIEW USE.**
 - HOSPITALS. **USE BY SPECIAL REVIEW USE.**
 - ANIMAL HOSPITALS AND SMALL ANIMAL CLINICS. **USE BY SPECIAL REVIEW USE.**
 - RETAIL USES INCLUDING OF RESIDENTIAL ANIMALS ON LIVESTOCK ARE AN EXCLUDED USE IN ALL ZONES.
 - AUTO SERVICE AND TIRE AND STATION. **USE BY SPECIAL REVIEW USE.**
 - AUTO SALES AND AUTO BODY SHOPS ARE EXCLUDED IN ALL ZONES.
 - ADDED LIVING AND SKILLED HOUSING FACILITIES.
 - RESIDENTIAL USES INCLUDING INDEPENDENT AND SENIOR LIVING ARE EXCLUDED.
 - CHILD CARE CENTERS. **USE BY SPECIAL REVIEW USE.**
 - RETAIL, PERSONAL SERVICE BUREAU.
 - RETAIL, RETAIL ESTABLISHMENTS DEDICATING 30,000 SQUARE FEET OR GREATER TO A SINGLE USER OR AN EXCLUDED USE IN ZONE 2A.
 - RETAIL, RETAIL ESTABLISHMENTS DEDICATING 30,000 SQUARE FEET OR GREATER TO A SINGLE USER OR AN EXCLUDED USE IN ZONES 2B AND 3C.
- ZONE THREE** (approx. 3.4 acres)
 - CHILD CARE CENTERS. **USE BY SPECIAL REVIEW USE.**
 - ALL USES PERMITTED IN ZONE ONE.
 - ADDED LIVING AND SKILLED HOUSING FACILITIES. **USE BY SPECIAL REVIEW USE.**
 - RESIDENTIAL USES, INCLUDING INDEPENDENT AND SENIOR LIVING ARE EXCLUDED.

HEIGHT, YARD AND BULK REQUIREMENTS

- ZONE ONE**
 - * HEIGHT TO BE MEASURED FROM FINAL FINISH GRADE
 - * ALL SETBACKS AND LOT COVERAGE TO CONFORM WITH CITY OF LOUISVILLE ZONING REGULATIONS
 - * PARKING AMOUNT TO CONFORM WITH CITY OF LOUISVILLE REGULATIONS
- ZONE TWO AND THREE**
 - * COMMERCIAL DEVELOPMENT SHALL NOT EXCEED A FLOOR AREA RATIO OF 0.20 WITH THE FLOOR DISTRIBUTION ON SITE WITHIN SUBMITTED CONCEPT PLAN #12
 - * HEIGHT TO BE MEASURED FROM FINAL FINISH GRADE
 - * BUILDINGS ADJACENT TO, OR FRONTING ON SOUTH 96TH STREET SHALL NOT EXCEED TWENTY FIVE (25) FEET IN HEIGHT AND ALL OTHER BUILDINGS SHALL CONFORM WITH THE CITY OF LOUISVILLE HEIGHT REGULATIONS
 - * BUILDINGS ADJACENT TO, OR FRONTING ON SOUTH 96TH STREET SHALL BE LOCATED SO AS TO PRIMARILY PLACE THE BUILDING BETWEEN SOUTH 96TH STREET AND THE PARKING LOT. PARKING LOTS OR DRIVING AREAS BEHIND THE SHADOW OF THE BUILDING SHALL BE SHIELDED FROM SOUTH 96TH STREET USING LANDSCAPING AND BARRIERS THAT ARE A MINIMUM OF 30' ABOVE THE PARKING LOT LEVEL.
 - * PARKING AMOUNT TO CONFORM WITH CITY OF LOUISVILLE REGULATIONS

SITE INFORMATION

- OWNERSHIP**
 - * ETHNIC AND NON-ETHNIC OF DENVER/ ST. LOUIS CATHOLIC CHURCH
 - * HOWARD AND MARY JOHNSON
 - * PARKING GARAGE
- DEDICATIONS**
 - * ALL DEDICATIONS FOR SOUTH 96TH STREET AND DILLON ROAD RIGHTS-OF-WAY ARE COMPLETED PRIOR TO SUBMITTING
 - * PURSUANT TO COMPREHENSIVE PLAN POLICY, THE LAND DEDICATION REQUIRED BY THE SUBDIVISION REGULATIONS SHALL BE PRIMARILY USED FOR RECREATION, TRAIL LINKAGES AND BUFFERS TO SERVE THE SUBDIVISION
 - * TRAIL LINKAGE CORRIDOR SHALL BE PROVIDED ALONG THE EAST AND SOUTH BOUNDARIES TO THE PROPERTY, AND A LANDSCAPED BUFFER SHALL BE PROVIDED ALONG SOUTH 96TH STREET. THE FORM OF DEDICATION RESPONSIBILITY FOR CONSTRUCTION AND RESPONSIBILITY FOR MAINTENANCE SHALL BE DETERMINED AT THE TIME OF SUBDIVISION.

ACCESS MANAGEMENT

THE ACCESS MOVEMENTS SHOWN ON THE PUD ARE SUBJECT TO CHANGE, IF AT ANY TIME IN THE FUTURE IT IS DETERMINED BY THE CITY THAT CHANGE IS APPROPRIATE TO ENHANCE TRAFFIC FLOW OR ONE OR MORE SUBORDINATING STREETS, OR TO MITIGATE AN UNLAWFUL SITUATION, UPON NOTIFICATION FROM THE CITY, THE PROPERTY OWNERS SHALL MAKE SUCH NECESSARY CHANGES, AT THEIR COST, AS MAY BE REQUIRED BY THE CITY. EACH PRESENT AND FUTURE PROPERTY OWNER SHALL ACKNOWLEDGE IN WRITING THE FOREGOING AUTHORITY OF THE CITY.

CITY COUNCIL
APPROVED THIS 21 DAY OF SEPTEMBER, 2004 BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, CO. RESOLUTION NO. 14 SERIES 2004
Signed on Copy of Boulder County
MAYOR CITY CLERK

PLANNING COMMISSION CERTIFICATE
APPROVED THIS 13 DAY OF JULY, 2004 BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, CO. RESOLUTION NO. 14 SERIES 2004
THIS DAY OF JULY, 2004

CLERK AND RECORDER CERTIFICATE
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT _____ O'CLOCK, _____ M., THIS _____ DAY OF May, 2004 AND IS RECORDED IN PLAN FILE # _____ RECEPTION FEES, PAID _____
206204
DEPUTY CLERK AND RECORDER

OWNERSHIP SIGNATURE BLOCK
BY SIGNING THIS GDP, THE OWNER ACKNOWLEDGES AND ACCEPTS ALL THE REQUIREMENTS AND INTENT SET FORTH BY THIS GDP. WITNESS OUR HANDS AND SEALS
OWNER: Charles J. Chaput, Archbishop of Denver
OWNER: Judy Gooden
OWNER: Judy Gooden

NOTARIES: Charles J. Chaput, Archbishop of Denver; Judy Gooden; Judy Gooden

SEALS: Notary Public, State of Colorado, Notary Public, State of Colorado

PREPARED BY: JLB
745 PEAR COURT
LOUISVILLE, COLORADO 80027
303.564.1524

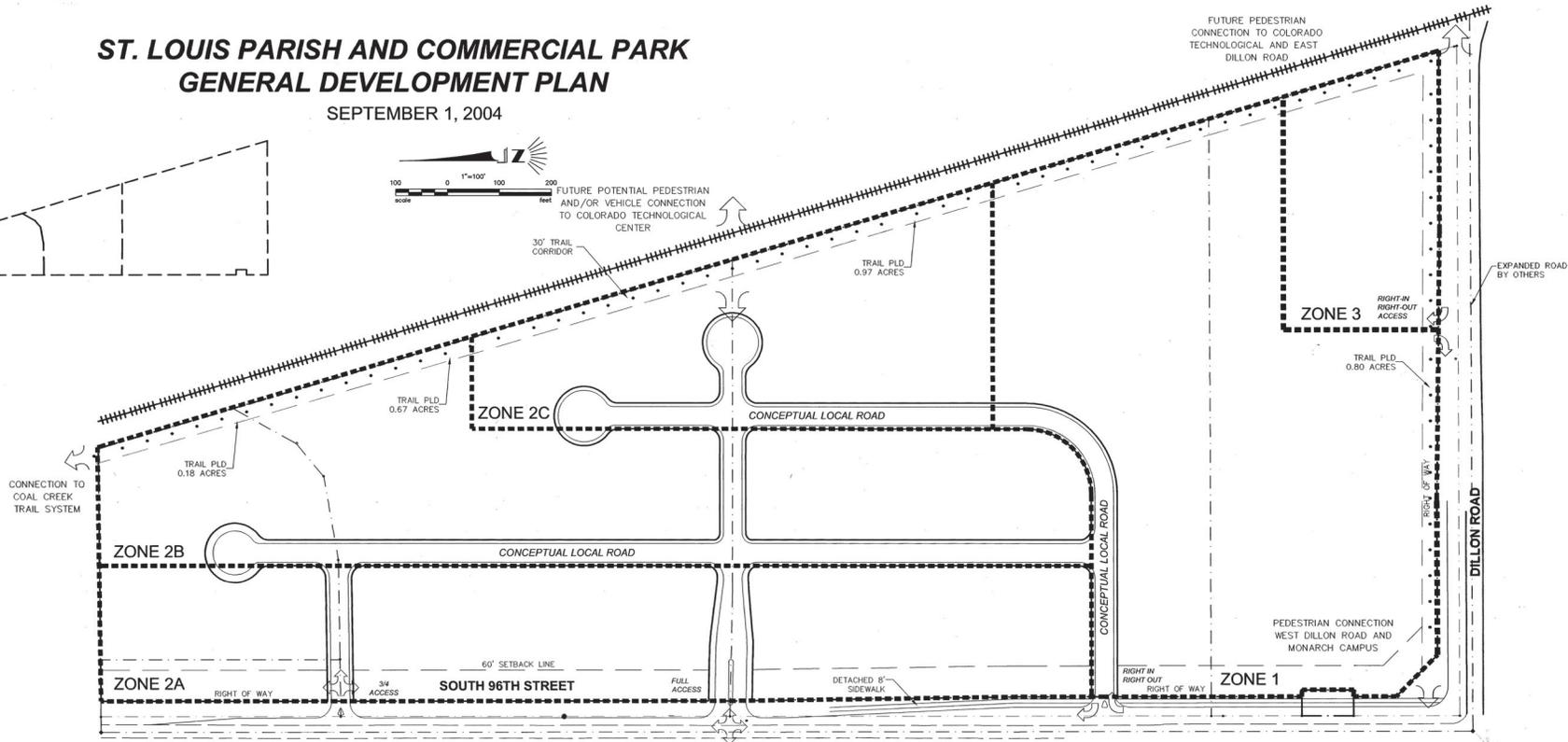
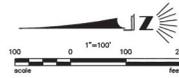
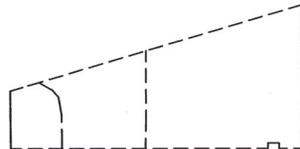
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SHEET 1 OF 2

JLB Project No. 1131
File: Rezoning/1131development plan.dwg

DRAWING NUMBER
DRAFTING
DATE
SCALE
SHEET NO. OF 2
ST. LOUIS PARISH & COMMERCIAL PARK
REVISIONS

ST. LOUIS PARISH AND COMMERCIAL PARK GENERAL DEVELOPMENT PLAN

SEPTEMBER 1, 2004



COMMERCIAL DEVELOPMENT CHARACTERISTICS

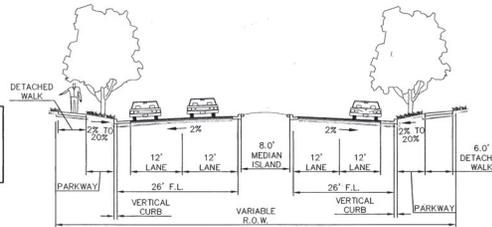
ZONE 2A	
FLOOR AREA RATIO:	0.17
SETBACKS:	60' FROM 96TH STREET, PER CODE OTHERWISE BEHIND BUILDINGS, BERM AND/OR LANDSCAPE WHERE VISIBLE FROM 96TH
PARKING:	25' MAXIMUM FROM FINAL FINISH GRADE
HEIGHT:	SINGLE STORY PITCHED ROOF
ARCHITECTURE:	84,640 square feet
COVERAGE:	
ZONE 2B	
FLOOR AREA RATIO:	0.20
SETBACKS:	PER MUNICIPAL CODE
PARKING:	35' MAXIMUM FROM FINAL FINISH GRADE
HEIGHT:	SUBJECT TO PUD GUIDELINES
ARCHITECTURE:	111,252 square feet
COVERAGE:	
ZONE 2C	
FLOOR AREA RATIO:	0.245
SETBACKS:	PER MUNICIPAL CODE
PARKING:	35' MAXIMUM FROM FINAL FINISH GRADE
HEIGHT:	SUBJECT TO PUD GUIDELINES
ARCHITECTURE:	80,801 square feet
COVERAGE:	
ZONE 3	
FLOOR AREA RATIO:	0.20
SETBACKS:	PER MUNICIPAL CODE
PARKING:	35' MAXIMUM FROM FINAL FINISH GRADE
HEIGHT:	SUBJECT TO PUD GUIDELINES
ARCHITECTURE:	29,838 square feet
COVERAGE:	

TABLES

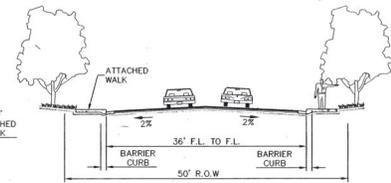
PUBLIC LAND DEDICATION	
REQUIRED (51.4 ACRES @ 12%)	6.17 acres
PROPOSED TRAIL DEDICATION	2.62 acres
DEFICIT	3.55 acres

SUMMARY OF POTENTIAL DEVELOPMENT

SITE		
ZONE 2A:	84,640 square feet	ZONE 1 (CHURCH) NOT INCLUDED
ZONE 2B:	111,252 square feet	
ZONE 2C:	80,801 square feet	
ZONE 3:	29,838 square feet	
TOTAL:	306,531 square feet	



LOCAL STREET SECTION (VARIABLE ROW)
DETACHED SIDEWALK



LOCAL STREET SECTION (60 ft. ROW)
ATTACHED WALK

CONCEPTUAL ROADWAY CROSS SECTIONS

PREPARED BY
JLB
745 PEAR COURT
LOUISVILLE, COLORADO 80027
303.604.1834

DC-1
SHEET 2 OF 2

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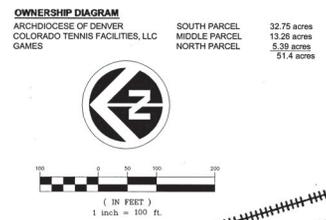
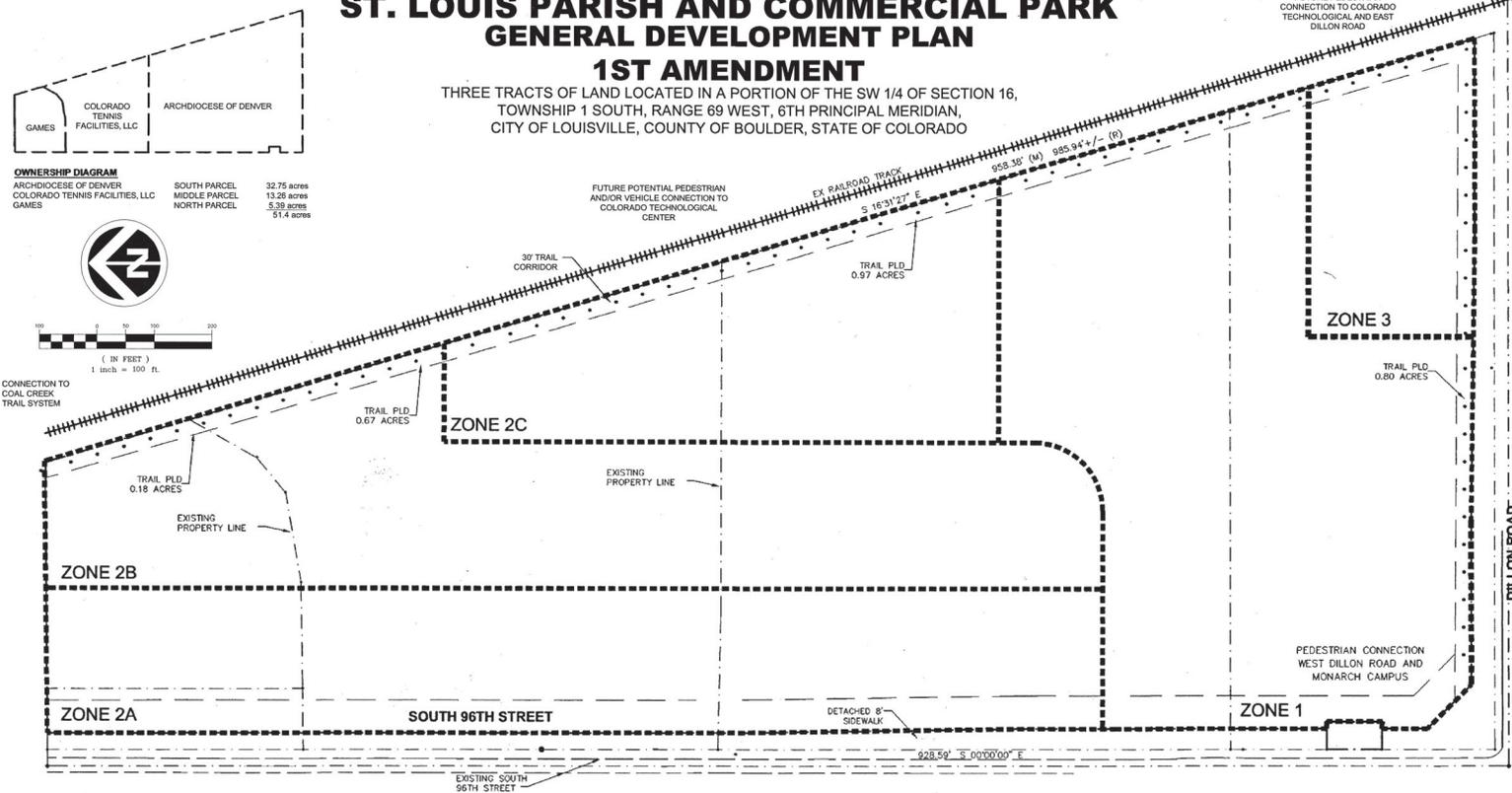
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St. Louis Parish & Commercial Park
2 of 2

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 Page: 1 of 2
 07/12/2020
 Boulder County Clerk

ST. LOUIS PARISH AND COMMERCIAL PARK GENERAL DEVELOPMENT PLAN

1ST AMENDMENT

THREE TRACTS OF LAND LOCATED IN A PORTION OF THE SW 1/4 OF SECTION 16,
 TOWNSHIP 1 SOUTH, RANGE 69 WEST, 6TH PRINCIPAL MERIDIAN,
 CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



CONNECTION TO COAL CREEK TRAIL SYSTEM

TRAIL P.L.D. 0.18 ACRES

TRAIL P.L.D. 0.67 ACRES

TRAIL P.L.D. 0.97 ACRES

TRAIL P.L.D. 0.80 ACRES

TRAIL P.L.D. 0.97 ACRES

HEIGHT, YARD AND BULK REQUIREMENTS

- ZONE ONE**
- HEIGHT TO BE MEASURED FROM FINAL FINISH GRADE.
 - ALL SETBACKS AND LOT COVERAGE TO CONFORM WITH CITY OF LOUISVILLE ZONING REGULATIONS.
 - PARKING AMOUNT TO CONFORM WITH CITY OF LOUISVILLE REGULATIONS.
- ZONE TWO AND THREE**
- COMMERCIAL DEVELOPMENT SHALL NOT EXCEED A FLOOR AREA RATIO OF 0.20 WITH THE FAR DISTRIBUTED ON SITE WITH SUBAREAS IDENTIFIED ON SHEET 2.
 - HEIGHT TO BE MEASURED FROM FINAL FINISH GRADE.
 - BUILDINGS ADJACENT TO, OR FRONTING TO SOUTH 96TH STREET SHALL NOT EXCEED TWENTY-FIVE (25) FEET IN HEIGHT AND ALL OTHER BUILDINGS SHALL CONFORM WITH THE CITY OF LOUISVILLE HEIGHT REGULATIONS.
 - BUILDINGS ADJACENT TO, OR FRONTING TO SOUTH 96TH STREET SHALL BE LOCATED 50 AS TO PRIMARILY PLACE BUILDING BETWEEN SOUTH 96TH STREET AND THE PARKING LOT. PARKING LOTS EXTENDING BEYOND THE SHADOW OF THE BUILDING SHALL BE SHIELDED FROM SOUTH 96TH STREET USING LANDSCAPING AND BERMS THAT ARE A MINIMUM OF 30" ABOVE THE PARKING LOT LEVEL.
 - PARKING AMOUNT TO CONFORM WITH CITY OF LOUISVILLE REGULATIONS.

SITE INFORMATION

- OWNERSHIP**
- CATHOLIC ARCHDIOCESE OF DENVER/ ST. LOUIS CATHOLIC CHURCH
 - COLORADO TENNIS FACILITIES, LLC.
 - ADRIAN GAMES
- DEDICATIONS**
- ALL DEDICATIONS FOR SOUTH 96TH STREET AND DILLON ROAD RIGHTS-OF-WAY ARE COMPLETED PRIOR TO REZONING.
 - PURSUANT TO COMPREHENSIVE PLAN POLICY, THE LAND DEDICATION REQUIRED BY THE SUBDIVISION REGULATIONS SHALL BE PRIMARILY USED FOR NEIGHBORHOOD PARKS, TRAILS, LINKAGES AND BUFFERS TO SERVE THE SUBDIVISION A TRAIL LINKAGE CORRIDOR SHALL BE PROVIDED ALONG THE EAST AND SOUTH BOUNDARIES TO THE PROPERTY, AND A LANDSCAPED BUFFER SHALL BE PROVIDED ALONG SOUTH 96TH STREET. THE FORM OF DEDICATION, RESPONSIBILITY FOR CONSTRUCTION AND RESPONSIBILITY FOR MAINTENANCE SHALL BE DETERMINED AT THE TIME OF SUBDIVISION.

ACCESS MANAGEMENT

THE ACCESS MOVEMENTS SHOWN ON THE PUD ARE SUBJECT TO CHANGE. AT ANYTIME IN THE FUTURE, IT IS DETERMINED BY THE CITY THAT CHANGE IS APPROPRIATE TO ENHANCE TRAFFIC FLOW ON ONE OR MORE SURROUNDING STREETS, OR TO MITIGATE AN UNSAFE SITUATION, UPON NOTIFICATION FROM THE CITY, THE PROPERTY OWNERS SHALL MAKE SUCH PHYSICAL CHANGES, AT THEIR COST, AS MAY BE REQUIRED BY THE CITY. EACH PRESENT AND FUTURE PROPERTY OWNER SHALL ACKNOWLEDGE IN WRITING THE FOREGOING AUTHORITY OF THE CITY.

DEVELOPMENT CONCEPT AND GENERAL NOTES

- THE DEVELOPMENT CONCEPT IS TO ESTABLISH A RELIGIOUS INSTITUTIONS/SCHOOL CAMPUS AT THE INTERSECTION OF SOUTH 96TH STREET AND DILLON ROAD, A SECOND RELIGIOUS INSTITUTION CAMPUS WITHIN THE CENTRAL PORTION OF THE DEVELOPMENT, WITH THE REMAINDER OF THE PARCELS USED FOR COMMERCIAL PURPOSES THAT ARE NOT IN CONFLICT WITH THE PRESENCE OF RELIGIOUS INSTITUTIONS AND A SCHOOL. THE DEVELOPMENT IS INTENDED TO PROVIDE SUPPORT SERVICES TO THE INDUSTRIAL/EMPLOYMENT AREA LOCATED TO THE EAST, AND BE A TRANSITION BETWEEN THAT DEVELOPMENT AND THE OPEN SPACE TO THE WEST. A LANDSCAPE BUFFER, BUILDING HEIGHTS, FLOOR AREA RATIOS AND PARKING REQUIREMENTS SHALL ALL BE USED TO FACILITATE THE TRANSITION FROM RURAL/OPEN SPACE TO THE DEVELOPED PROPERTY.
- EXCEPT WHERE AMENDED BY THIS GENERAL DEVELOPMENT PLAN, DEVELOPMENT WILL BE SUBJECT TO THE CITY OF LOUISVILLE COMMERCIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES (CDDSG).
- DEVELOPMENT SHALL BE GOVERNED BY A GENERAL DEVELOPMENT PLAN AGREEMENT, EXECUTED BY ALL OWNERS, ADDRESSING THE PHASING OF DEVELOPMENT, RESPONSIBILITY FOR INFRASTRUCTURE DESIGN, CONSTRUCTION AND COST, AND ARCHITECTURAL DESIGN CRITERIA. THIS DEVELOPMENT AGREEMENT SHALL BE SUBMITTED TO, AND APPROVED BY, THE CITY OF LOUISVILLE IN CONJUNCTION WITH THE DEVELOPMENT APPLICATION AND/OR PRELIMINARY PLAT PRIOR TO DEVELOPMENT OF ANY OF THE SUBJECT PROPERTY.
- RETAIL ESTABLISHMENTS SHALL BE LIMITED TO 70,000 SQUARE FEET.

PERMITTED USES

- ZONE ONE (approx. 16.2 acres)**
- RELIGIOUS INSTITUTIONS
 - SCHOOLS
 - ANCILLARY FACILITIES TYPICALLY AND COMMONLY ASSOCIATED WITH RELIGIOUS INSTITUTIONS AND SCHOOLS INCLUDING A RECTORY, ADMINISTRATIVE OFFICES, AND A CHILD CARE CENTER AS DETERMINED BY THE PLANNING COMMISSION AND CITY COUNCIL DURING THE PUD PROCESS.
- ZONE TWO (approx. 31.8 acres)**
- CONTINUAL OF THE EXISTING RESIDENTIAL USES ON THE PROPERTY.
 - RELIGIOUS INSTITUTIONS USE BY RIGHT.
 - ALL USES IN ZONE ONE - USE BY SPECIAL REVIEW USE.
 - PROFESSIONAL AND ADMINISTRATIVE OFFICES.
 - PROFESSIONAL MEDICAL OFFICES AND CLINICS.
 - FINANCIAL OFFICES AND BANKS.
 - CULTURAL FACILITIES SUCH AS MUSEUMS, THEATERS, AND ART GALLERIES - USE BY SPECIAL REVIEW USE.
 - PEDESTRIAN PLAZAS, PEDESTRIAN WAYS, INCLUSIVE OF OUTDOOR AMENITIES AS OUTDOOR ART EXHIBITS FACILITIES AND PUBLIC ART.
 - OUTDOOR SPECIALTY USES, INCLUSIVE OF SIDEWALK CAFES AND OUTDOOR MARKET PLACES.
 - OUTDOOR FLEA MARKETS ARE AN EXCLUDED USE IN ZONES 2 AND 3.
 - INDOOR RECREATIONAL/FITNESS FACILITIES, INDOOR AND OUTDOOR TENNIS AND SOCCER FACILITIES SHALL BE A PERMITTED USE.
 - OUTDOOR RECREATIONAL/FITNESS FACILITIES - USE BY SPECIAL REVIEW USE.
 - OUTDOOR COMMERCIAL AMUSEMENT - USE BY SPECIAL REVIEW USE. TEMPORARY EVENTS WITH DURATION OF TEN DAYS OR LESS IN ONE SEASON SHALL BE PROCESSED UNDER THE APPLICABLE TEMPORARY USE REVIEW STANDARDS AND CRITERIA.
 - RESTAURANTS AND CAFES.
 - FAST FOOD SERVICES IN CONJUNCTION WITH DRIVE THROUGH SERVICE SERVICE FACILITIES - USE BY SPECIAL REVIEW USE.
 - HOSPITALS - USE BY SPECIAL REVIEW USE.
 - ANIMAL HOSPITALS AND SMALL ANIMAL CLINICS - USE BY SPECIAL REVIEW USE.
 - KENNELS FOR THE BOARDING OR BREEDING OF DOMESTIC ANIMALS OR LIVESTOCK ARE AN EXCLUDED USE IN ALL ZONES.
 - AUTO SERVICE AND FUELING STATIONS - USE BY SPECIAL REVIEW USE.
 - AUTO SALES AND AUTO BODY SHOPS ARE EXCLUDED IN ALL ZONES.
 - ASSISTED LIVING AND SKILLED NURSING FACILITIES.
 - RESIDENTIAL USES INCLUDING INDEPENDENT AND SENIOR LIVING ARE EXCLUDED.
 - CHILD CARE CENTERS - USE BY SPECIAL REVIEW USE.
 - RETAIL - PERSONAL SERVICE SHOPS.
 - RETAIL - RETAIL ESTABLISHMENTS DEDICATING 30,000 SQUARE FEET OR GREATER TO A SINGLE USER IS AN EXCLUDED USE IN ZONE 2A.
 - RETAIL - RETAIL ESTABLISHMENTS DEDICATING 30,000 SQUARE FEET OR GREATER TO A SINGLE USER IS USE BY SPECIAL REVIEW USE IN ZONE 2B AND 2C.
- ZONE THREE**
- CHILD CARE CENTERS - USE BY SPECIAL REVIEW USE.
 - ALL USES PERMITTED IN ZONE ONE.
 - ASSISTED LIVING AND SKILLED NURSING FACILITIES - USE BY SPECIAL REVIEW USE.
 - RESIDENTIAL USES, INCLUDING INDEPENDENT AND SENIOR LIVING ARE EXCLUDED.

CITY COUNCIL CERTIFICATE APPROVED THIS 17th DAY OF October 2017 BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.

ORDINANCE RESOLUTION NO. 1746, SERIES 2017

MAYOR: *[Signature]* CITY CLERK: *[Signature]*

PLANNING COMMISSION CERTIFICATE RECOMMENDED APPROVAL THIS 14th DAY OF September 2017 BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.

RESOLUTION NO. 21, SERIES 217



BOULDER COUNTY CLERK AND RECORDER'S CERTIFICATE: THIS GDP WAS RECORDED IN THE OFFICE OF THE BOULDER COUNTY CLERK AND RECORDER ON ___ DAY OF ___ 201__ UNDER RECEPTION NO. _____

OWNERSHIP CERTIFICATE: BY SIGNING THIS GDP, THE OWNER ACKNOWLEDGES AND ACCEPTS ALL THE REQUIREMENTS AND INTENT SET FORTH BY THIS GDP. WITNESS OUR HANDS AND SEALS THIS 22nd DAY OF Jan 2018.

OWNER: COLORADO TENNIS FACILITIES, LLC.

[Signature]
 DUKE PALUCH, GENERAL MANAGER

STATE OF COLORADO COUNTY OF Boulder THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS (DATE) JAN 22, 2018 (NAME AND TITLE OF POSITION) DUKE PALUCH, AS GENERAL MANAGER OF COLORADO TENNIS FACILITIES, LLC. (NOTARY'S OFFICIAL SIGNATURE) *[Signature]* (NOTARY SEAL) August 29, 2020 (COMMISSION EXPIRATION)

OWNERSHIP CERTIFICATE: BY SIGNING THIS GDP, THE OWNER ACKNOWLEDGES AND ACCEPTS ALL THE REQUIREMENTS AND INTENT SET FORTH BY THIS GDP. WITNESS OUR HANDS AND SEALS THIS 23rd DAY OF January 2018.

OWNER: ADRIAN D. GAMES BY KURT BRAKHAGE, AS ATTORNEY-IN-FACT FOR ADRIAN D. GAMES

[Signature]
 KURT BRAKHAGE, AS ATTORNEY-IN-FACT FOR ADRIAN D. GAMES

STATE OF COLORADO COUNTY OF Boulder THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS (DATE) JANUARY 23, 2018 (NAME AND TITLE OF POSITION) KURT BRAKHAGE, AS ATTORNEY-IN-FACT FOR ADRIAN D. GAMES (NOTARY'S OFFICIAL SIGNATURE) *[Signature]* (NOTARY SEAL) JANUARY 12, 2020 (COMMISSION EXPIRATION)

OWNERSHIP CERTIFICATE: BY SIGNING THIS GDP, THE OWNER ACKNOWLEDGES AND ACCEPTS ALL THE REQUIREMENTS AND INTENT SET FORTH BY THIS GDP. WITNESS OUR HANDS AND SEALS THIS ___ DAY OF 201__.

OWNER: THE ARCHDIOCESE OF DENVER, A COLORADO CORPORATION, SOLE AS TRUSTEE AND FOR THE BENEFIT OF ST. LOUIS CATHOLIC PARISH

[Signature]
 RANDY DOLLIS, V.G., AS ATTORNEY-IN-FACT FOR SAMUEL JOSEPH AQUILA, ARCHBISHOP

STATE OF COLORADO COUNTY OF Denver THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS (DATE) 12-17-2021 (NAME AND TITLE OF POSITION) RANDY DOLLIS, V.G., AS ATTORNEY-IN-FACT FOR SAMUEL JOSEPH AQUILA, ARCHBISHOP (NOTARY'S OFFICIAL SIGNATURE) *[Signature]* (NOTARY SEAL) 12-17-2021 (COMMISSION EXPIRATION)

OWNERSHIP CERTIFICATE: BY SIGNING THIS GDP, THE OWNER ACKNOWLEDGES AND ACCEPTS ALL THE REQUIREMENTS AND INTENT SET FORTH BY THIS GDP. WITNESS OUR HANDS AND SEALS THIS ___ DAY OF 201__.

OWNER: THE ARCHDIOCESE OF DENVER, A COLORADO CORPORATION, SOLE AS TRUSTEE AND FOR THE BENEFIT OF ST. LOUIS CATHOLIC PARISH

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STATE OF COLORADO COUNTY OF Denver THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS (DATE) 12-17-2021 (NAME AND TITLE OF POSITION) RANDY DOLLIS, V.G., AS ATTORNEY-IN-FACT FOR SAMUEL JOSEPH AQUILA, ARCHBISHOP (NOTARY'S OFFICIAL SIGNATURE) *[Signature]* (NOTARY SEAL) 12-17-2021 (COMMISSION EXPIRATION)

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AMENDMENTS

- THIS FIRST AMENDMENT ALLOWS RELIGIOUS INSTITUTIONS IN ZONE 2 AS A USE BY RIGHT.

ENGINEERING CONSULTANTS

Contact: Jason D. Margraf, PE
 6055 S. Park Avenue - Greenwood Village, CO 80111-6520
 Email: jdmargraf@engrconsultants.com

**ST. LOUIS PARISH AND COMMERCIAL PARK
 GENERAL DEVELOPMENT PLAN
 1ST AMENDMENT**

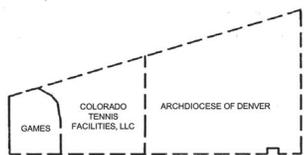
ASCENT COMMUNITY CHURCH
 550 S. McCaslin Blvd
 Louisville, CO 80027
 Tel: 303-518-8064

NO.	DATE	DESCRIPTION
1	08/08/2017	2ND SUBMITTAL
2	08/16/2017	3RD SUBMITTAL
3	08/08/2017	2ND SUBMITTAL
4	08/16/2017	3RD SUBMITTAL

Project Number: **1500**
 Drawn By: **JDM**
 Checked By: **JDM**
 Sheet Number: **1 of 2**

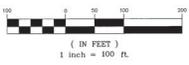
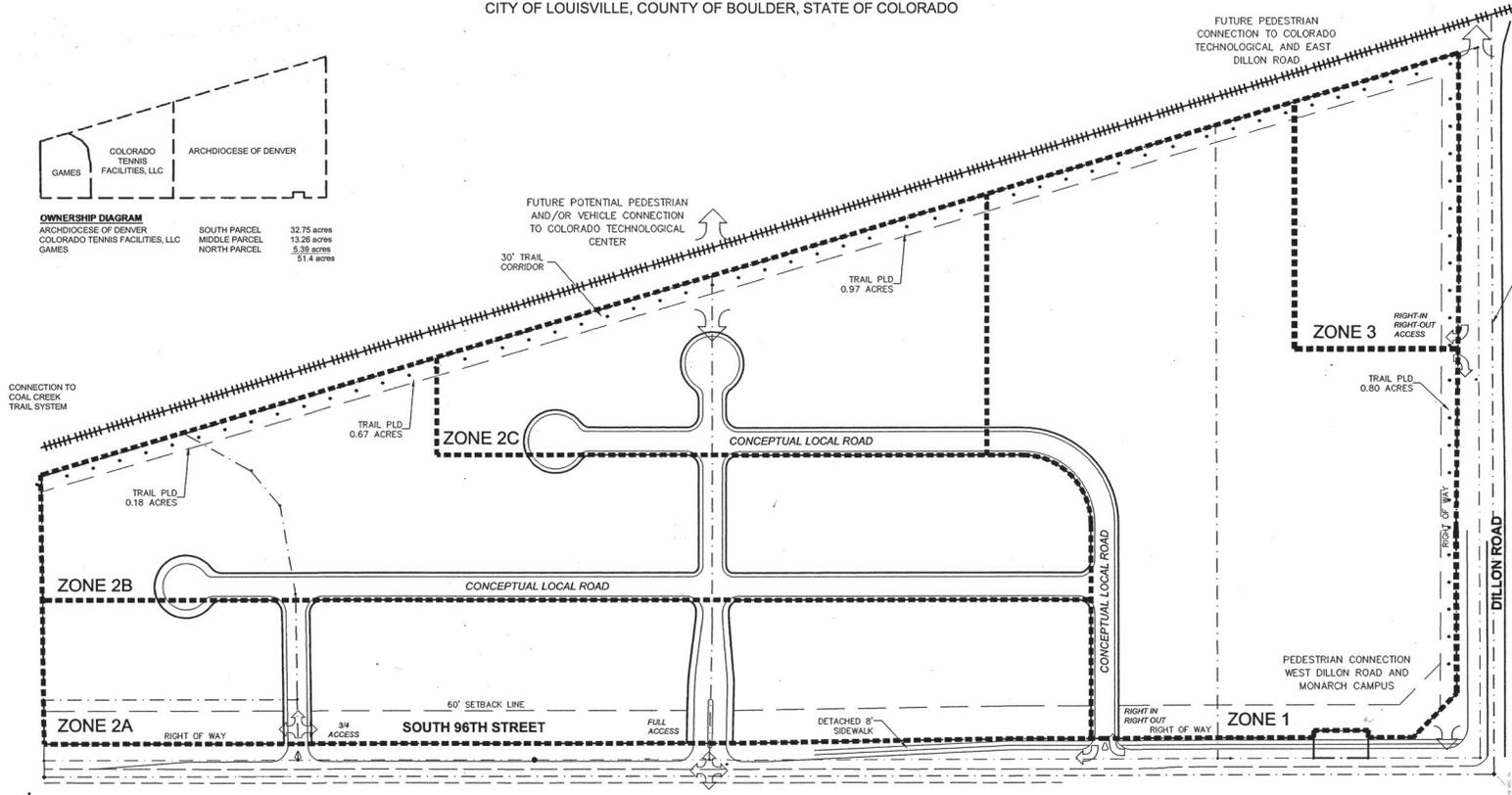
ST. LOUIS PARISH AND COMMERCIAL PARK GENERAL DEVELOPMENT PLAN 1ST AMENDMENT

THREE TRACTS OF LAND LOCATED IN A PORTION OF THE SW 1/4 OF SECTION 16,
TOWNSHIP 1 SOUTH, RANGE 69 WEST, 6TH PRINCIPAL MERIDIAN,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



OWNERSHIP DIAGRAM

ARCHDIOCESE OF DENVER	SOUTH PARCEL	32.75 acres
COLORADO TENNIS FACILITIES, LLC	MIDDLE PARCEL	13.26 acres
GAMES	NORTH PARCEL	5.39 acres
		51.4 acres



COMMERCIAL DEVELOPMENT CHARACTERISTICS

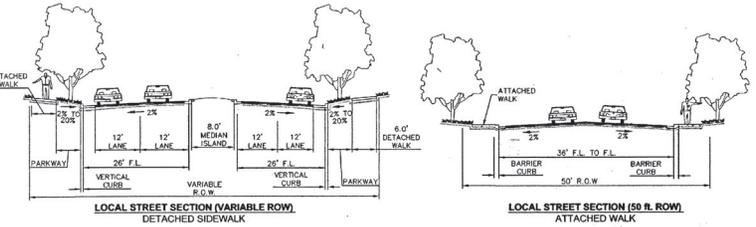
ZONE 2A	FLOOR AREA RATIO: 0.17	SETBACKS: 60' FROM 96TH STREET, PER CODE OTHERWISE
	PARKING: BEHIND BUILDINGS, BERM AND/OR LANDSCAPE WHERE VISIBLE FROM 96TH	HEIGHT: 25' MAXIMUM FROM FINAL FINISH GRADE
	ARCHITECTURE: SINGLE STORY PITCHED ROOF	COVERAGE: 84,640 square feet
ZONE 2B	FLOOR AREA RATIO: 0.20	SETBACKS: PER MUNICIPAL CODE
	PARKING: PER MUNICIPAL CODE	HEIGHT: 35' MAXIMUM FROM FINAL FINISH GRADE
	ARCHITECTURE: SUBJECT TO PLD GUIDELINES	COVERAGE: 111,252 square feet
ZONE 2C	FLOOR AREA RATIO: 0.245	SETBACKS: PER MUNICIPAL CODE
	PARKING: PER MUNICIPAL CODE	HEIGHT: 35' MAXIMUM FROM FINAL FINISH GRADE
	ARCHITECTURE: SUBJECT TO PLD GUIDELINES	COVERAGE: 80,801 square feet
ZONE 3	FLOOR AREA RATIO: 0.20	SETBACKS: PER MUNICIPAL CODE
	PARKING: PER MUNICIPAL CODE	HEIGHT: 35' MAXIMUM FROM FINAL FINISH GRADE
	ARCHITECTURE: SUBJECT TO PLD GUIDELINES	COVERAGE: 29,838 square feet

TABLES

PUBLIC LAND DEDICATION	REQUIRED (51.4 ACRES @ 12%)	6.17 acres
PROPOSED TRAIL DEDICATION		2.62 acres
DEFICIT		3.55 acres

SUMMARY OF POTENTIAL DEVELOPMENT

SITE	ZONE 2A:	84,640 square feet	ZONE 1 (CHURCH) NOT INCLUDED
	ZONE 2B:	111,252 square feet	
	ZONE 2C:	80,801 square feet	
	ZONE 3:	29,838 square feet	
TOTAL:		306,531 square feet	



CONCEPTUAL ROADWAY CROSS SECTIONS

AMENDMENTS

- THIS FIRST AMENDMENT ALLOWS RELIGIOUS INSTITUTIONS IN ZONE 2 AS A USE BY RIGHT.

ENGINEERING CONSULTANTS
Contact: Jason D. Mangraf, PE
6055 S. McCaslin Blvd
Louisville, CO 80027
(303) 368-6500 - FAX: (303) 368-6260
Email: jdmangraf@engr.com

**ST. LOUIS PARISH AND COMMERCIAL PARK
GENERAL DEVELOPMENT PLAN
1ST AMENDMENT**

ASCENT COMMUNITY CHURCH
550 S. McCaslin Blvd
Louisville, CO 80027
Tel: 303-516-8084

Contact: Jim Carney

1	10/02/2017	1ST SUBMITTAL
2	10/10/2017	2ND SUBMITTAL
3	10/02/2017	3RD SUBMITTAL
4	10/02/2017	ORIGINAL ISSUE DATE

DOCUMENT AMENDMENTS

Project Number: 175001
Drawn By: JDM
Checked By: JDM
Sheet Number: 2 of 2



January 31, 2020

Ms. Alicia Rhymer
United Properties
1331 17th Street, Suite 604
Denver, CO 80202

Re: Louisville Industrial Park
Traffic Impact Analysis
Louisville, CO
LSC #180012

Dear Ms. Rhymer:

In response to your request, LSC Transportation Consultants, Inc. has prepared this traffic impact analysis for the proposed Louisville Industrial Park development. As shown on Figure 1, the site is located north of W. Dillon Road and east of S. 96th Street in Louisville, Colorado. This site was most recently studied in the April 16, 2018 *Ascent Church Traffic Impact Analysis* by LSC.

REPORT CONTENTS

The report contains the following: the existing roadway and traffic conditions in the vicinity of the site including the lane geometries, traffic controls, posted speed limits, etc.; the existing weekday and Sunday peak-hour traffic volumes; the existing daily traffic volumes in the area; the typical weekday and Sunday site-generated traffic volume projections for the site; the assignment of the projected traffic volumes to the area roadways; the projected short-term and long-term background and resulting total traffic volumes on the area roadways; and recommendations to mitigate the impacts of the site.

LAND USE AND ACCESS

The site is proposed to include a 20,000 square-foot church, a 600-student private school (K-8), about 347,400 square feet of light industrial use, a convenience market and gas station with 10 fueling pumps, a one-tunnel carwash, and about 5,000 square feet of retail space. Access is proposed from several locations as shown in the site plan in Figure 2.

ROADWAY AND TRAFFIC CONDITIONS

Area Roadways

The major roadways in the site's vicinity are shown on Figure 1 and are described below.

- **S. 96th Street** is a north-south, two-lane arterial roadway west of the site. The intersection with W. Dillon Road has four through lanes and is signalized with auxiliary turn lanes. The

posted speed limit in the vicinity of the site is 40 mph. It is planned to be a four-lane roadway adjacent to the site by 2040.

- **W. Dillon Road** is an east-west, two-lane arterial roadway south of the site. The intersection with S. 96th Street has four through lanes and is signalized with auxiliary turn lanes. The posted speed limit in the vicinity of the site is 45 mph. It is planned to be a four-lane roadway by 2040.

Existing Traffic Conditions

Figures 3a and 3b show the existing weekday and Sunday traffic volumes, existing lane geometry, and the existing traffic controls in the vicinity of the site. The Sunday peak-hour and average daily traffic volumes are from the attached traffic counts conducted by Counter Measures in January, 2020. The weekday volumes are from August, 2019 and were included in the September, 2019 *Nawatny Ridge Traffic and Mobility Study* (Nawatny TIA) by Fox, Tuttle, Hernandez.

2024 and 2040 Background Traffic

Figures 4a and 4b shows the estimated 2024 weekday and Sunday background traffic and Figures 5a and 5b show the estimated 2040 weekday and Sunday background traffic. The weekday background traffic volumes are consistent with those in the September, 2019 *Nawatny Ridge Traffic and Mobility Study* (Nawatny TIA) by Fox, Tuttle, Hernandez. The growth rate assumed in the Sunday scenario is similar to the weekday scenario.

Existing, 2024, and 2040 Background Levels of Service

Level of service (LOS) is a quantitative measure of the level of congestion or delay at an intersection. Level of service is indicated on a scale from “A” to “F.” LOS A is indicative of little congestion or delay and LOS F is indicative of a high level of congestion or delay. Attached are specific level of service definitions for signalized and unsignalized intersections.

The intersections in the study area were analyzed to determine the existing, 2024, and 2040 background levels of service using Synchro. Table 1 shows the level of service analysis results. The level of service reports are attached.

- **S. 96th Avenue/W. Dillon Road:** This signalized intersection currently operates at an overall LOS “C” during the weekday morning peak-hour, LOS “D” during the weekday afternoon peak-hour, and LOS “C” during the Sunday peak-hour and is expected to do so through 2040 with the recommended improvements.

TRIP GENERATION

Table 2 shows the estimated average weekday, weekday morning peak-hour, weekday afternoon peak-hour, average Sunday and Sunday peak-hour trip generation potential for the proposed site based on the rates from *Trip Generation, 10th Edition, 2017* by the Institute of Transportation Engineers (ITE).

The site is projected to generate about 6,248 external vehicle-trips on the average weekday, with about half entering and half exiting during a 24-hour period. During the morning peak-hour, which generally occurs for one hour between 6:30 and 8:30 a.m., about 680 vehicles would

enter and about 438 vehicles would exit the site. During the afternoon peak-hour, which generally occurs for one hour between 4:00 and 6:00 p.m., about 286 vehicles would enter and about 464 vehicles would exit. These estimates assume a pass-by trip reduction of 56 percent for the gas station trips and 34 percent of the retail trips.

The site is projected to generate about 2,036 external vehicle-trips on the average Sunday, with about half entering and half exiting during a 24-hour period. During the Sunday peak-hour, which generally occurs for one hour between 10:30 and 11:30 a.m., about 235 vehicles would enter and about 244 vehicles would exit the site. These estimates assume a pass-by trip reduction of 56 percent for the gas station trips and 34 percent of the retail trips.

TRIP DISTRIBUTION

Figure 6 shows the estimated directional distribution of the site-generated traffic volumes on the area roadways. The estimates were based on the location of the site with respect to the regional population, employment, and activity centers; and the site's proposed land use.

TRIP ASSIGNMENT

Figure 7a shows the estimated weekday primary site-generated traffic volumes based on the directional distribution percentages (from Figure 6) and the weekday trip generation estimate (from Table 2).

Figure 7b shows the estimated weekday pass-by site-generated traffic volumes based on the passby trip generation estimate (from Table 2).

Figure 8a shows the estimated Sunday primary site-generated traffic volumes based on the directional distribution percentages (from Figure 6) and the Sunday trip generation estimate (from Table 2).

Figure 8b shows the estimated Sunday pass-by site-generated traffic volumes based on the passby trip generation estimate (from Table 2).

2024 AND 2040 TOTAL TRAFFIC

Figure 9a shows the 2024 total weekday traffic which is the sum of the 2024 weekday background traffic volumes (from Figure 4a) and the weekday site-generated traffic volumes (from Figures 7a and 7b). Figure 9a also shows the recommended 2024 lane geometry and traffic control.

Figure 9b shows the 2024 total Sunday traffic which is the sum of the 2024 Sunday background traffic volumes (from Figure 4b) and the Sunday site-generated traffic volumes (from Figures 8a and 8b). Figure 9b also shows the recommended 2024 lane geometry and traffic control.

Figure 10a shows the 2040 total weekday traffic which is the sum of the 2040 weekday background traffic volumes (from Figure 5a) and the weekday site-generated traffic volumes (from Figures 7a and 7b). Figure 10a also shows the recommended 2040 lane geometry and traffic control.

Figure 10b shows the 2040 total Sunday traffic which is the sum of the 2040 Sunday background traffic volumes (from Figure 5b) and the Sunday site-generated traffic volumes (from Figures 8a and 8b). Figure 10b also shows the recommended 2040 lane geometry and traffic control.

PROJECTED LEVELS OF SERVICE

The intersections in Figures 9a through 10b were analyzed to determine the 2024 and 2040 total traffic levels of service. Table 1 shows the level of service analysis results. The level of service reports are attached.

- **S. 96th Street/W. Dillon Road:** This signalized intersection is expected to operate at an overall LOS “D” during the weekday morning and afternoon peak-hours and LOS “C” during the Sunday peak-hour through 2040 with the recommended improvements.
- **S. 96th Street/South RIRO Site Access:** All movements at this unsignalized intersection are expected to operate at LOS “D” or better during all peak-hours through 2040.
- **S. 96th Street/North Three-Quarter Site Access:** All movements at this unsignalized intersection are expected to operate at LOS “C” or better during all peak-hours through 2040.
- **S. 96th Street/Middle Access:** This signalized intersection is expected to operate at LOS “C” or better during all peak-hours through 2040. A traffic signal warrant is likely to be met with development of the convenience market and gas station and about 100,000 square feet of light industrial space.
- **W. Dillon Road/East RIRO Site Access:** All movements at this unsignalized intersection are expected to operate at LOS “C” or better during all peak-hours through 2040.

CONCLUSIONS AND RECOMMENDATIONS

Trip Generation

1. The site is projected to generate about 6,248 external vehicle-trips on the average weekday, with about half entering and half exiting during a 24-hour period. During the morning peak-hour, about 680 vehicles would enter and about 438 vehicles would exit the site. During the afternoon peak-hour, about 286 vehicles would enter and about 464 vehicles would exit. These estimates assume a pass-by trip reduction of 56 percent for the gas station trips and 34 percent of the retail trips.
2. The site is projected to generate about 2,036 external vehicle-trips on the average Sunday, with about half entering and half exiting during a 24-hour period. During the Sunday - peak-hour, about 235 vehicles would enter and about 244 vehicles would exit the site. These estimates assume a pass-by trip reduction of 56 percent for the gas station trips and 34 percent of the retail trips.

Projected Levels of Service

3. The signalized S. 96th Street/W. Dillon Road intersection is expected to operate at LOS “D” or better during all peak-hours through 2040 with the recommended improvements.

- 4. The signalized S. 96th Street/Middle Site Access intersection is expected to operate at LOS "C" or better during all peak-hours through 2040 with the recommended improvements. A traffic signal warrant is likely to be met with development of the convenience market and gas station and about 100,000 square feet of light industrial space.
- 5. All movements at the unsignalized intersections analyzed are expected to operate at LOS "D" or better during all peak-hours through 2040.

Conclusions

- 6. The impact of the site can be accommodated by the existing and planned roadway improvements with the following recommended improvements

Recommendations

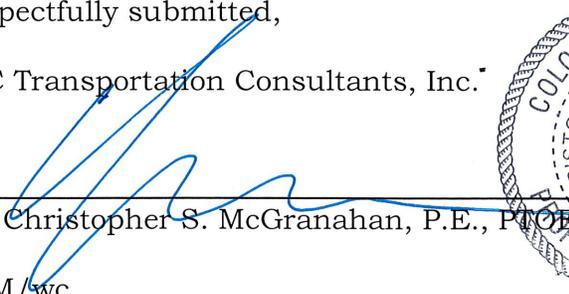
- 7. A second left-turn lane on each approach to the S. 96th Street/W. Dillon intersection is expected to be completed by the time the site reaches buildout in 2024 per the 2022 background traffic recommendations of the *Nawatny TIA* by Fox, Tuttle, Hernandez.
- 8. The recommend turn lanes at the site access intersections are shown in Figure 9a.
- 9. The westbound approach of the Full Movement Site Access to S. 96th Street should have separate left- and right-turn lanes. The westbound left-turn lane should be about 175 feet long by the time the site reaches buildout to accommodate buildout weekday afternoon peak-hour conditions.

* * * * *

We trust our findings will assist you in gaining approval of the proposed Louisville Industrial Park development. Please contact me if you have any questions or need further assistance.

Respectfully submitted,

LSC Transportation Consultants, Inc.

By:  Christopher S. McGranahan, P.E., PTOE



1-31-20

CSM/wc

- Enclosure:
- Tables 1 and 2
 - Figures 1 - 10b
 - Existing Traffic Counts
 - Level of Service Definitions
 - Level of Service Printouts

**Table 1
Intersection Levels of Service Analysis
Louisville Industrial Park
Louisville, CO
LSC #180012; January, 2020**

Intersection Location	Traffic Control	Existing Traffic			2024 Background Traffic			2024 Total Traffic			2040 Background Traffic			2040 Total Traffic		
		Level of Service AM	Level of Service PM	Level of Service Sunday	Level of Service AM	Level of Service PM	Level of Service Sunday	Level of Service AM	Level of Service PM	Level of Service Sunday	Level of Service AM	Level of Service PM	Level of Service Sunday	Level of Service AM	Level of Service PM	Level of Service Sunday
<u>S. 96th Street/W. Dillon Road</u>	Signalized															
EB Left		E	D	A	D	D	E	E	D	D	D	D	D	D	D	D
EB Through		D	E	B	D	D	D	D	D	D	D	D	D	D	D	D
EB Right		A	B	A	A	B	A	A	B	A	B	C	A	B	D	A
WB Left		C	F	A	D	E	E	D	E	E	D	E	D	E	E	D
WB Through		D	D	B	D	D	D	D	D	D	D	D	D	D	D	D
WB Right		A	A	A	A	A	A	A	A	A	A	B	A	A	B	A
NB Left		C	B	C	E	E	D	E	E	D	E	E	D	E	E	D
NB Through		C	C	D	C	C	B	C	C	B	C	D	B	D	D	B
NB Right		A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
SB Left		B	C	C	E	E	D	D	E	E	E	E	E	E	E	D
SB Through		C	C	D	C	C	B	D	C	B	D	C	B	D	C	B
SB Right		A	A	A	A	A	A	B	A	A	A	A	A	A	A	A
Entire Intersection Delay (sec./veh.)		28.4	40.7	24.1	32.6	35.5	30.2	36.3	36.5	30.4	34.9	42.0	31.3	39.6	45.1	31.6
Entire Intersection LOS		C	D	C	C	D	C	D	D	C	C	D	C	D	D	C
<u>S. 96th Street/South Access</u>	TWSC															
WB Right	RIRO	--	--	--	--	--	--	C	C	B	--	--	--	C	D	B
Critical Movement Delay (sec/veh)		--	--	--	--	--	--	15.4	18.9	10.5	--	--	--	18.5	31.0	11.3
<u>S. 96th Street/North Access</u>	TWSC															
WB Right	Three-Quarter	--	--	--	--	--	--	B	B	A	--	--	--	B	C	A
SB Left	Quarter	--	--	--	--	--	--	A	B	A	--	--	--	B	B	A
Critical Movement Delay (sec/veh)		--	--	--	--	--	--	11.0	13.3	9.3	--	--	--	13.1	21.0	9.6
<u>S. 96th Street/Middle Access</u>	Signalized															
WB Left		--	--	--	--	--	--	C	D	C	--	--	--	C	D	C
WB Right		--	--	--	--	--	--	A	A	A	--	--	--	A	A	A
NB Through		--	--	--	--	--	--	C	C	B	--	--	--	C	D	B
NB Right		--	--	--	--	--	--	A	A	A	--	--	--	A	A	B
SB Left		--	--	--	--	--	--	B	A	A	--	--	--	B	A	A
SB Through		--	--	--	--	--	--	A	A	A	--	--	--	A	A	A
Entire Intersection Delay (sec./veh.)		--	--	--	--	--	--	14.9	19.7	9.3	--	--	--	18.8	33.1	10.1
Entire Intersection LOS		--	--	--	--	--	--	B	B	A	--	--	--	B	C	B
<u>W. Dillon Road/East Access</u>	TWSC															
SB Right	RIRO	--	--	--	--	--	--	B	B	B	--	--	--	B	C	B
Critical Movement Delay (sec/veh)		--	--	--	--	--	--	12.6	14.1	10.1	--	--	--	13.6	15.3	11.0

**Table 2
ESTIMATED TRAFFIC GENERATION
Louisville Industrial Park
Louisville, CO
LSC #180012; January, 2020**

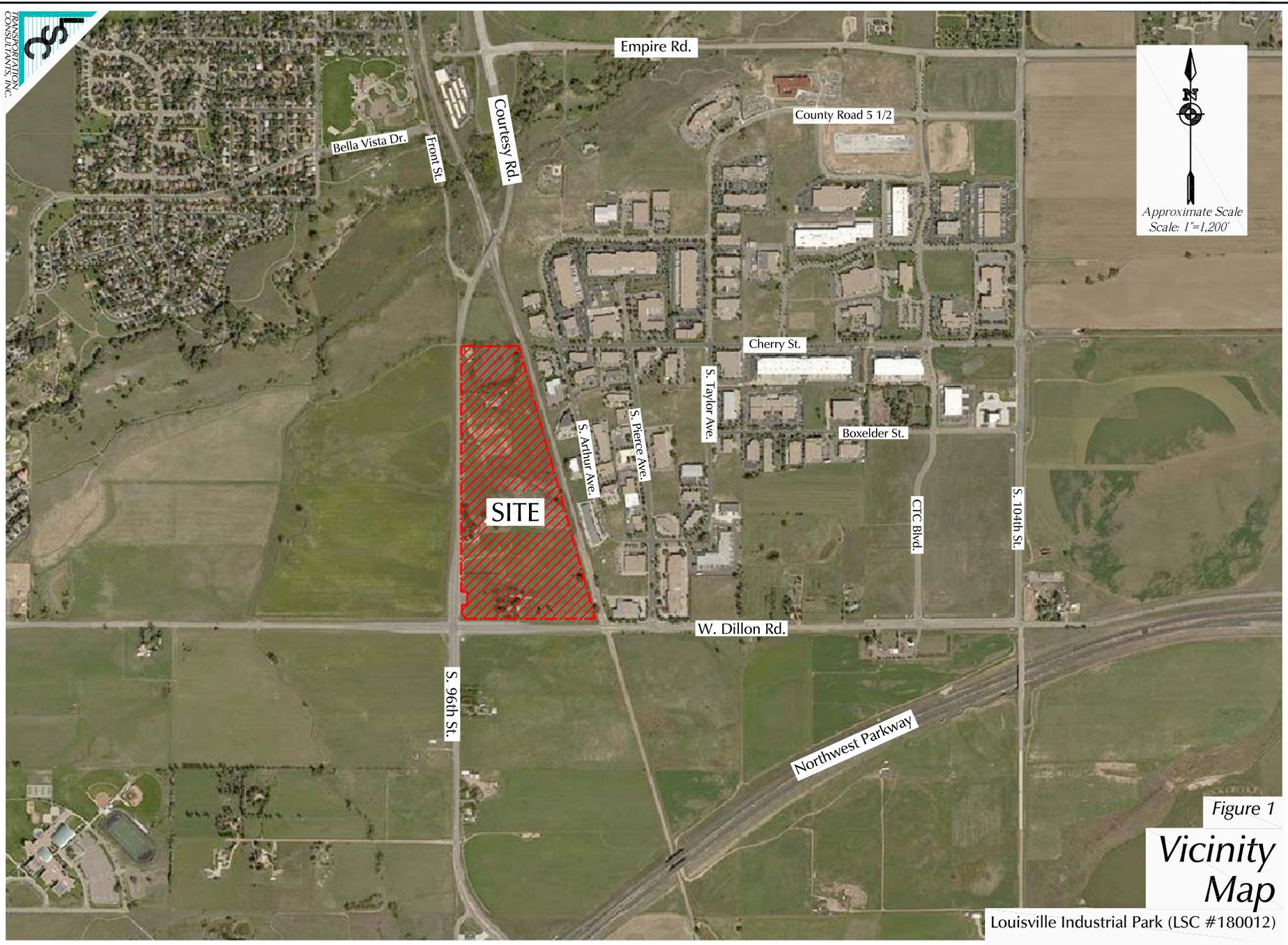
Land Use	Gross Floor Area	Generation Rates per Unit ⁽¹⁾					Vehicle-Trips Generated				
		Average Daily Traffic	Morning Peak-Hour		Evening Peak-Hour		Average Weekday Traffic	Morning Peak-Hour		Evening Peak-Hour	
			AM In	AM Out	PM In	PM Out		AM In	AM Out	PM In	PM Out
Church - Weekday ⁽²⁾	20.00 KSF ⁽³⁾	6.95	0.198	0.132	0.221	0.270	139	4	3	4	5
School ⁽⁴⁾	600 students	4.11	0.501	0.410	0.120	0.140	2,466	300	246	72	84
Light Industrial ⁽⁵⁾	347.40 KSF	4.96 *	0.616	0.084	0.082	0.548	1,723	214	29	28	190
Super Convenience Market/Gas Station ⁽⁶⁾	10.00 VFP ⁽⁷⁾	230.52 *	14.040	14.040	11.480	11.480	2,305	140	140	115	115
Car Wash ⁽⁸⁾	1.00 Tunnel	387.5	19.375	19.375	38.750	38.750	388	19	19	39	39
Shopping Center ⁽⁹⁾	5.00 KSF	156.80	0.583	0.357	5.684	6.157	784	3	2	28	31
Weekday Gross Trip Generation Potential =							7,805	680	438	286	464
<i>Passby Trip Reduction ⁽¹⁰⁾ =</i>							<i>1,557</i>	<i>80</i>	<i>80</i>	<i>75</i>	<i>75</i>
Weekday Net Trip Generation Potential =							6,248	600	358	211	389

Land Use	Gross Floor Area	Generation Rates per Unit ⁽¹⁾			Vehicle-Trips Generated		
		Average Sunday Traffic	Morning Peak-Hour		Average Sunday Traffic	Sunday Peak-Hour	
			AM In	AM Out		AM In	AM Out
Church - Sunday ⁽²⁾	20.00 KSF ⁽³⁾	27.63	4.795	5.195	553	96	104
School ⁽⁴⁾	600 students	0	0.000	0.000	0	0	0
Light Industrial ⁽⁵⁾	347.40 KSF	0	0.000	0.000	0	0	0
Super Convenience Market/Gas Station ⁽⁶⁾	10.00 VFP ⁽⁷⁾	233.34	9.304	9.304	2,333	93	93
Car Wash ⁽⁸⁾	1.00 Tunnel	387.5	38.750	38.750	388	39	39
Shopping Center ⁽⁹⁾	5.00 KSF	21.10	1.367	1.423	106	7	7
Sunday Gross Trip Generation Potential =					3,379	235	244
<i>Passby Trip Reduction ⁽¹⁰⁾ =</i>					<i>1,343</i>	<i>55</i>	<i>55</i>
Sunday Net Trip Generation Potential =					2,036	180	189

Notes:

- (1) Source: *Trip Generation*, Institute of Transportation Engineers, 10th Edition, 2017.
- (2) ITE Land Use No. 560 - Church
- (3) KSF = 1,000 square feet
- (4) ITE Land Use No. 534 - Private School (K-8)
- (5) ITE Land Use No. 110 - General Light Industrial; average rates
- (6) ITE Land Use No. 960 - Super Convenience Market/Gas Station - no Sunday rates available so 80% of Saturday rates were used.

- (7) VFP = Vehicle Fueling Positions
- (8) ITE Land Use No. 948 - Automatic Car Wash; AM peak assumed 1/2 of the PM rate; Daily weekday rate = 5 x PM rate; Sunday rate = weekday daily and PM rates.
- (9) ITE Land Use No. 820 - Shopping Center
- (10) 56% of gas station trips and 34% of retail trips are expected to be passby trips per the ITE Trip Generation Handbook, 3rd Edition.



North Arrow
Approximate Scale
Scale: 1"=1,200'

Figure 1
**Vicinity
Map**
Louisville Industrial Park (LSC #180012)



Approximate Scale
Scale: NTS

Three-Quarter
Movement Site Access

Full Movement
Site Access
(Future Traffic Signal)

RIRO Site Access

RIRO Site Access

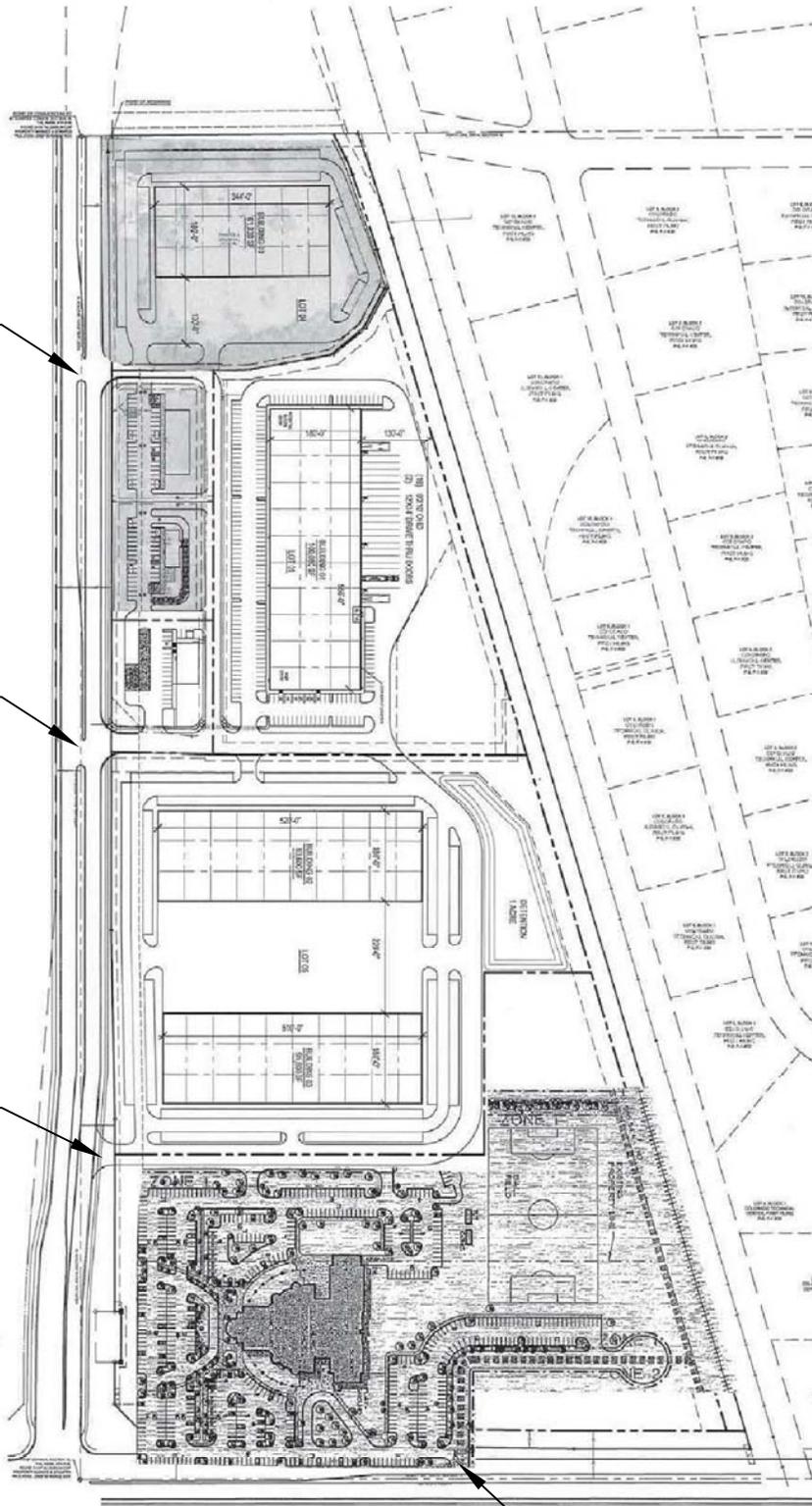


Figure 2

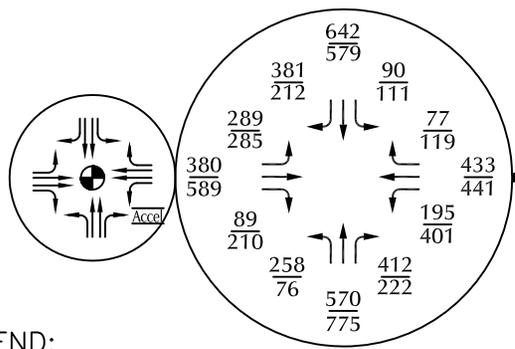
Site Plan

Louisville Industrial Park (LSC #180012)





Approximate Scale
Scale: 1"=1,200'



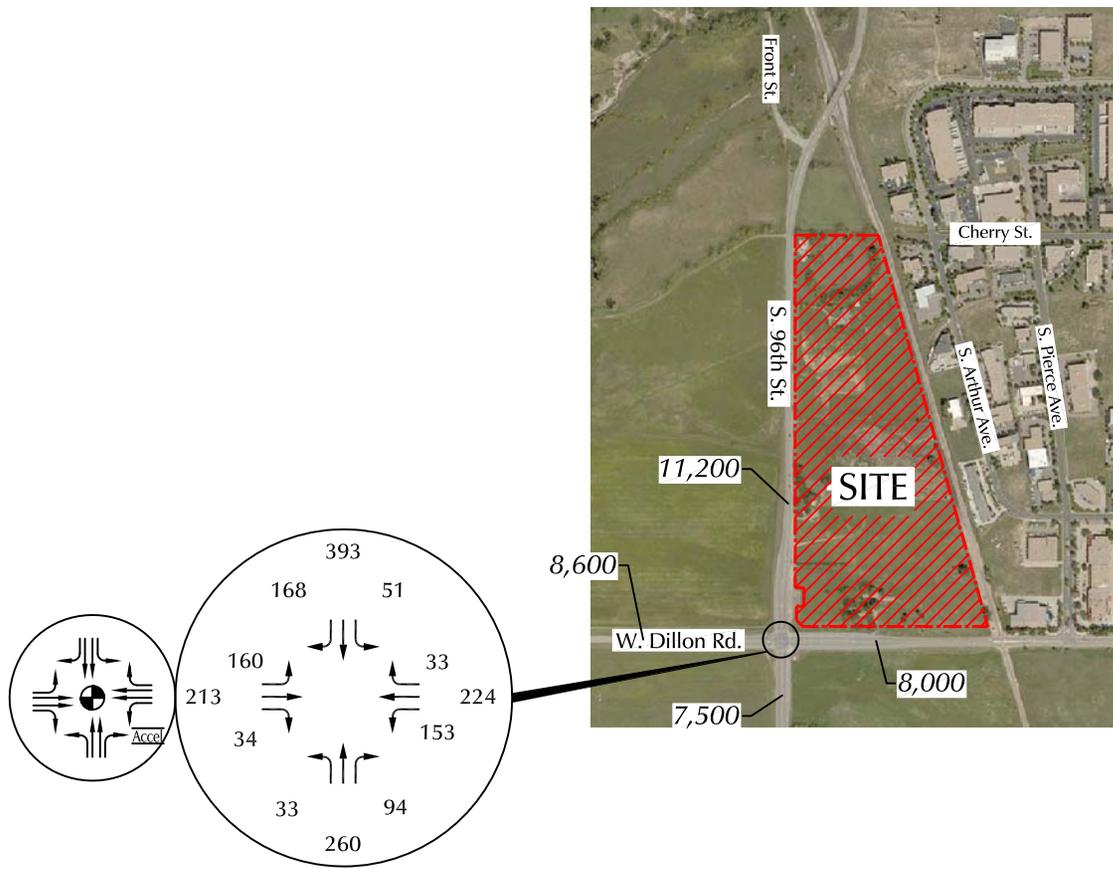
LEGEND:

- ⊥ = Stop Sign
- ⦿ = Traffic Signal
- ⓪ = Posted Speed Limit
- $\frac{26}{35}$ = Weekday AM Peak Hour Traffic / Weekday PM Peak Hour Traffic
- 500 = Weekday Daily Traffic

Figure 3a
**Existing Weekday Traffic, Lane
Geometry and Traffic Control**
Louisville Industrial Park (LSC #180012)



Approximate Scale
Scale: 1"=1,200'



LEGEND:

- ⊥ = Stop Sign
- ⊕ = Traffic Signal
- 26 = Sunday AM Peak Hour Traffic
- 500 = Sunday Daily Traffic

Figure 3b

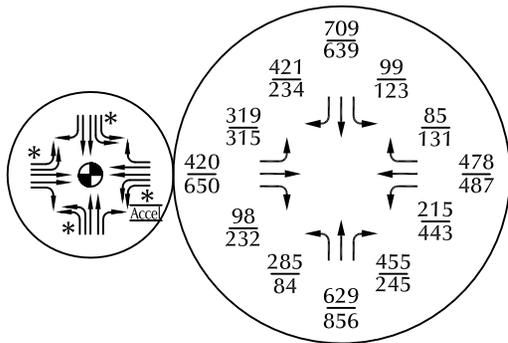
Existing Sunday Traffic, Lane Geometry and Traffic Control

Louisville Industrial Park (LSC #180012)



Approximate Scale
Scale: 1"=1,200'

* Recommendation for dual left-turn lanes on each approach was recommended in the 2022 and 2040 background traffic conditions from the September, 2019 Nawatny Ridge Traffic and Mobility Study by Fox, Tuttle Hernandez.



Note: Projections are consistent with those in the September, 2019 Nawatny Ridge Traffic and Mobility Study by Fox, Tuttle Hernandez.

LEGEND:

- ⊥ = Stop Sign
- ⊙ = Traffic Signal
- $\frac{26}{35}$ = Weekday AM Peak Hour Traffic / Weekday PM Peak Hour Traffic
- 500 = Weekday Daily Traffic

Figure 4a

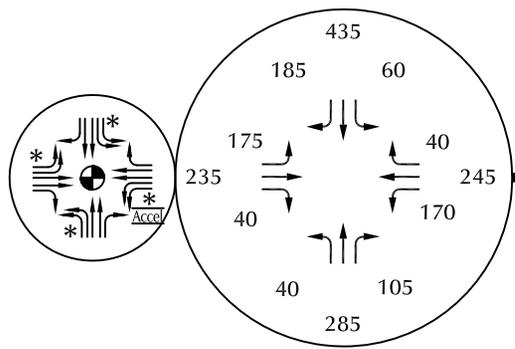
Year 2024 Weekday Background Traffic, Lane Geometry and Traffic Control

Louisville Industrial Park (LSC #180012)



Approximate Scale
Scale: 1"=1,200'

* Recommendation for dual left-turn lanes on each approach was recommended in the 2022 and 2040 background traffic conditions from the September, 2019 Nawatny Ridge Traffic and Mobility Study by Fox, Tuttle Henrandez.



Note: Growth rate assumed to be similar to the weekday scenario.

LEGEND:

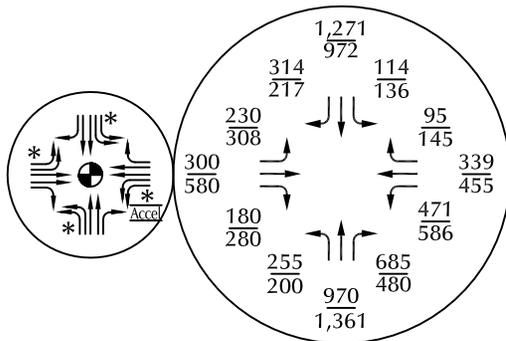
- ⊥ = Stop Sign
- ⊙ = Traffic Signal
- 26 = Sunday AM Peak Hour Traffic
- 500 = Sunday Daily Traffic

Figure 4b
**Year 2024 Sunday Background Traffic,
Lane Geometry and Traffic Control**
Louisville Industrial Park (LSC #180012)



Approximate Scale
Scale: 1"=1,200'

* Recommendation for dual left-turn lanes on each approach was recommended in the 2022 and 2040 background traffic conditions from the September, 2019 Nawatny Ridge Traffic and Mobility Study by Fox, Tuttle Hernandez.



Note: Projections are consistent with those in the September, 2019 Nawatny Ridge Traffic and Mobility Study by Fox Tuttle Hernandez.

LEGEND:

- ⊥ = Stop Sign
- ⊙ = Traffic Signal
- $\frac{26}{35}$ = Weekday AM Peak Hour Traffic / Weekday PM Peak Hour Traffic
- 500 = Weekday Daily Traffic

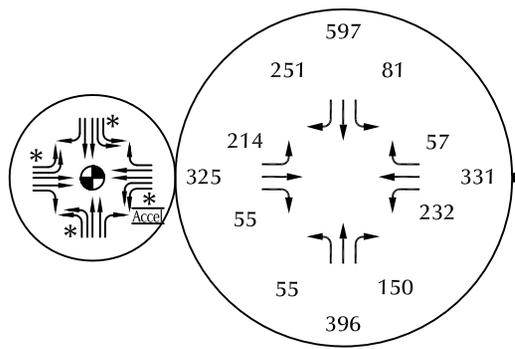
Year 2040 Weekday Background Traffic, Lane Geometry and Traffic Control

Louisville Industrial Park (LSC #180012)



Approximate Scale
Scale: 1"=1,200'

* Recommendation for dual left-turn lanes on each approach was recommended in the 2022 and 2040 background traffic conditions from the September, 2019 Nawatny Ridge Traffic and Mobility Study by Fox, Tuttle Henrandez.

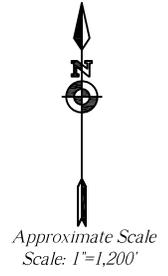
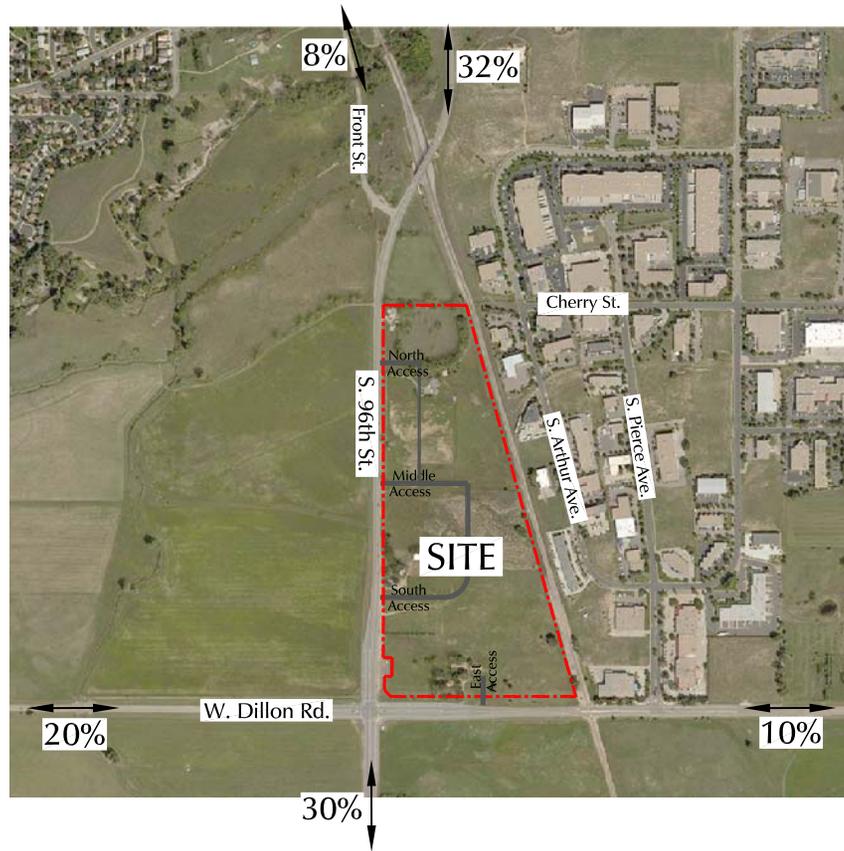


Note: Growth rates are assumed to be similar to the weekday scenario.

LEGEND:

- ⊥ = Stop Sign
- ⊙ = Traffic Signal
- 26 = Sunday AM Peak Hour Traffic
- 500 = Sunday Daily Traffic

Figure 5b
**Year 2040 Sunday Background Traffic,
Lane Geometry and Traffic Control**
Louisville Industrial Park (LSC #180012)

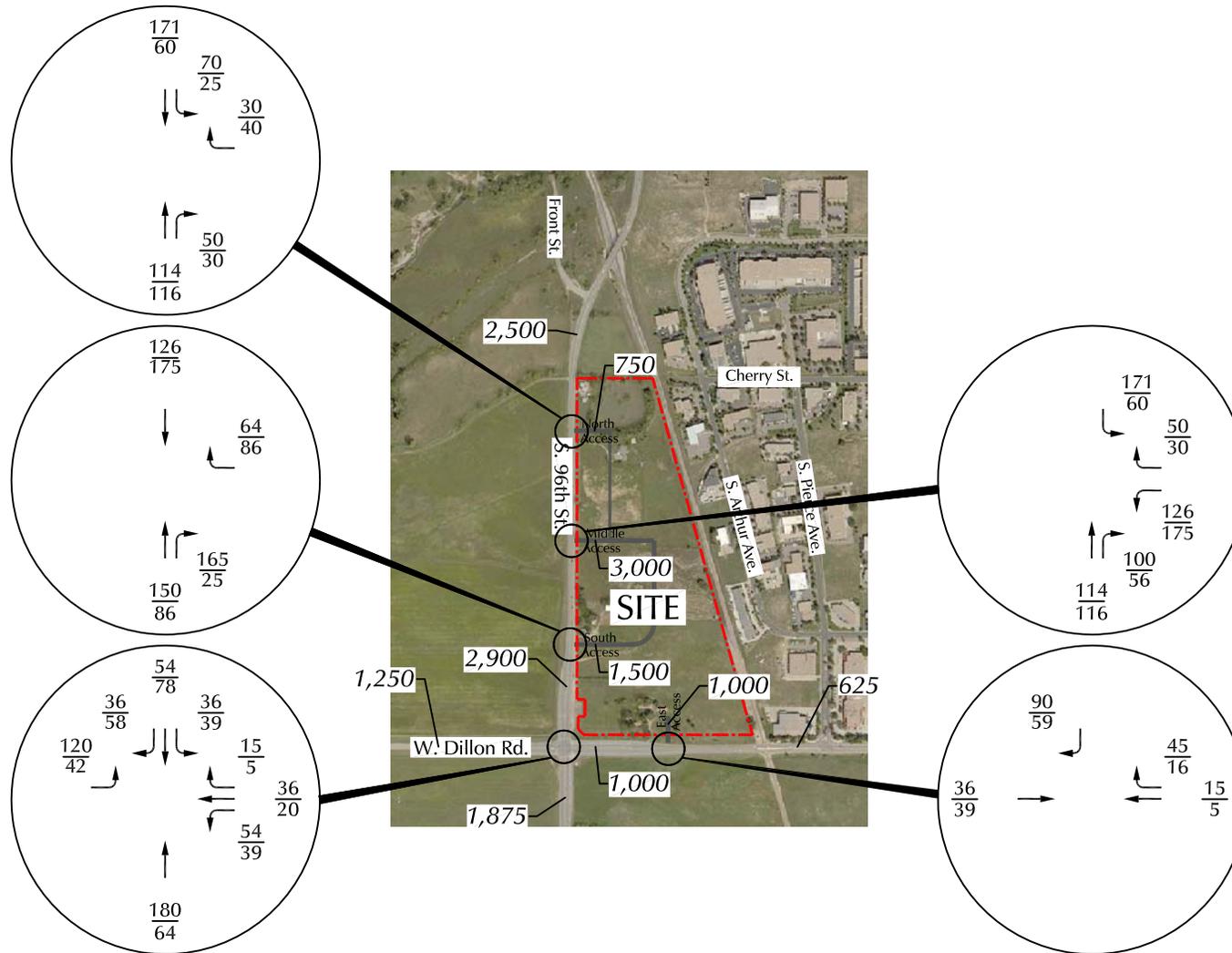


LEGEND:



 20% = Percent Directional Distribution

Figure 6
*Directional Distribution
 of Site-Generated Traffic*
 Louisville Industrial Park (LSC #180012)



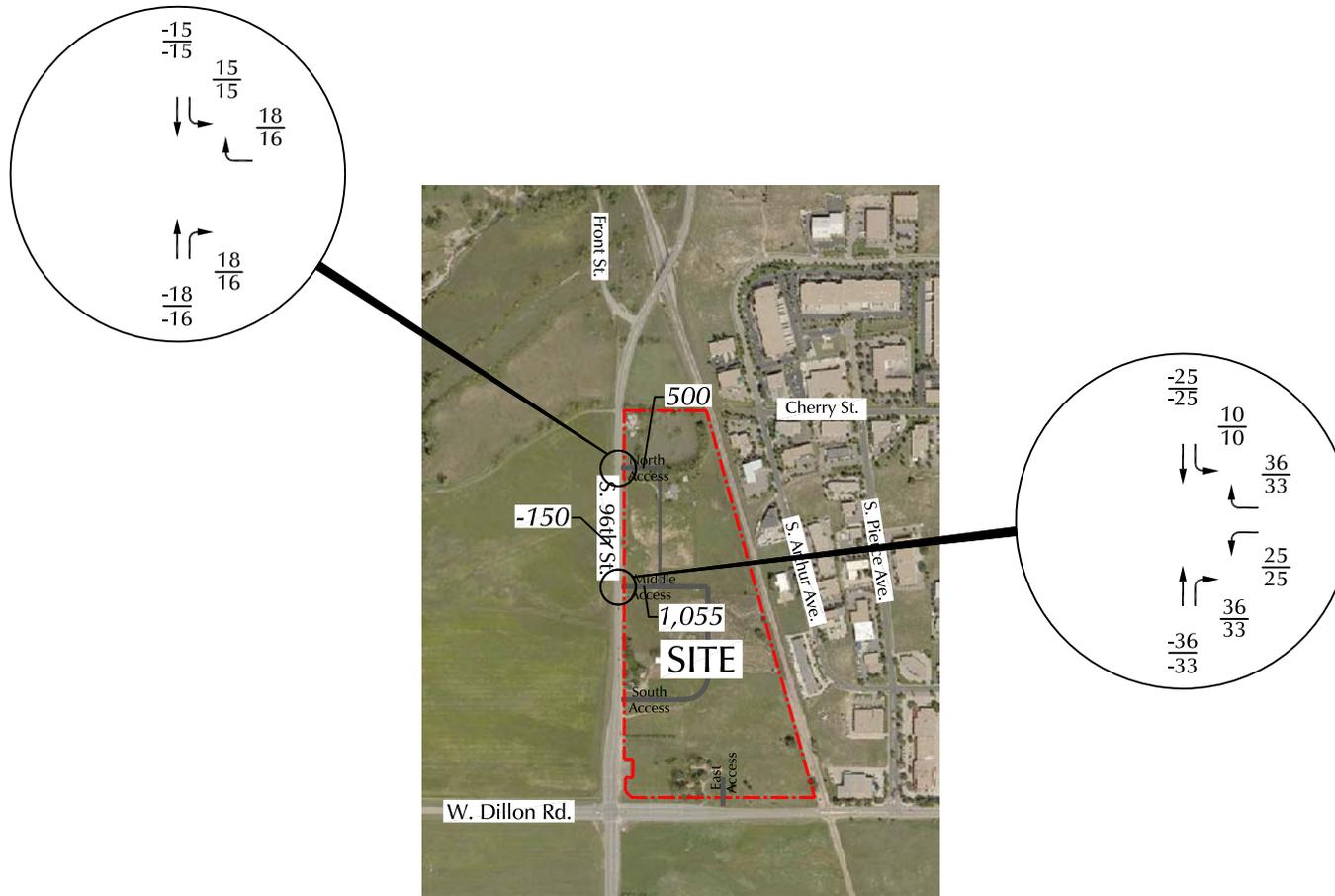
LEGEND:

- 26 = Weekday AM Peak Hour Traffic
- 35 = Weekday PM Peak Hour Traffic
- 500 = Weekday Daily Traffic

Figure 7a

Assignment of Weekday Primary Site-Generated Traffic

Louisville Industrial Park (LSC #180012)

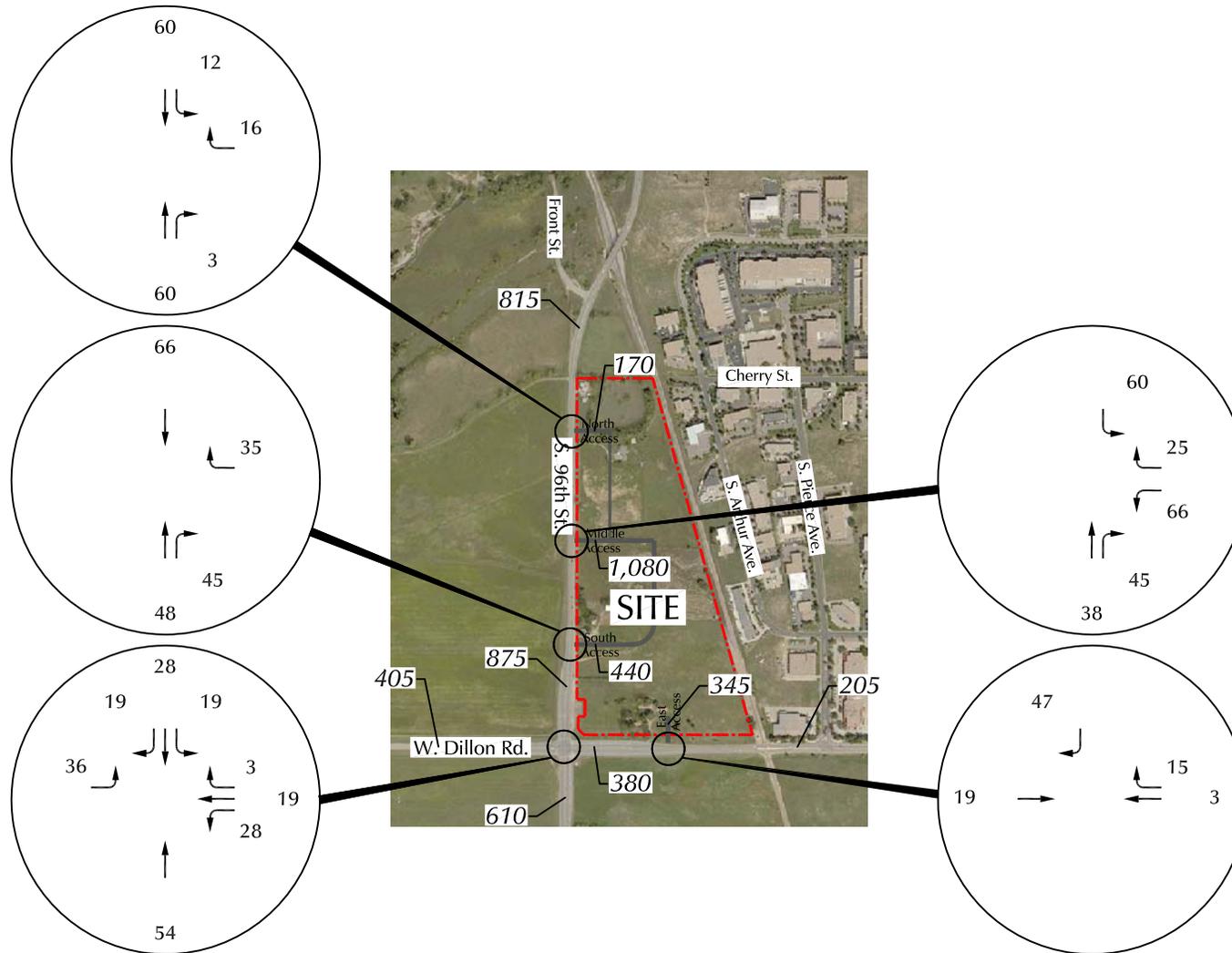


LEGEND:

- $\frac{26}{35}$ = Weekday AM Peak Hour Traffic
- $\frac{35}{26}$ = Weekday PM Peak Hour Traffic
- 500 = Weekday Daily Traffic

Figure 7b
*Assignment of Weekday
Passby Site-Generated Traffic*

Louisville Industrial Park (LSC #180012)

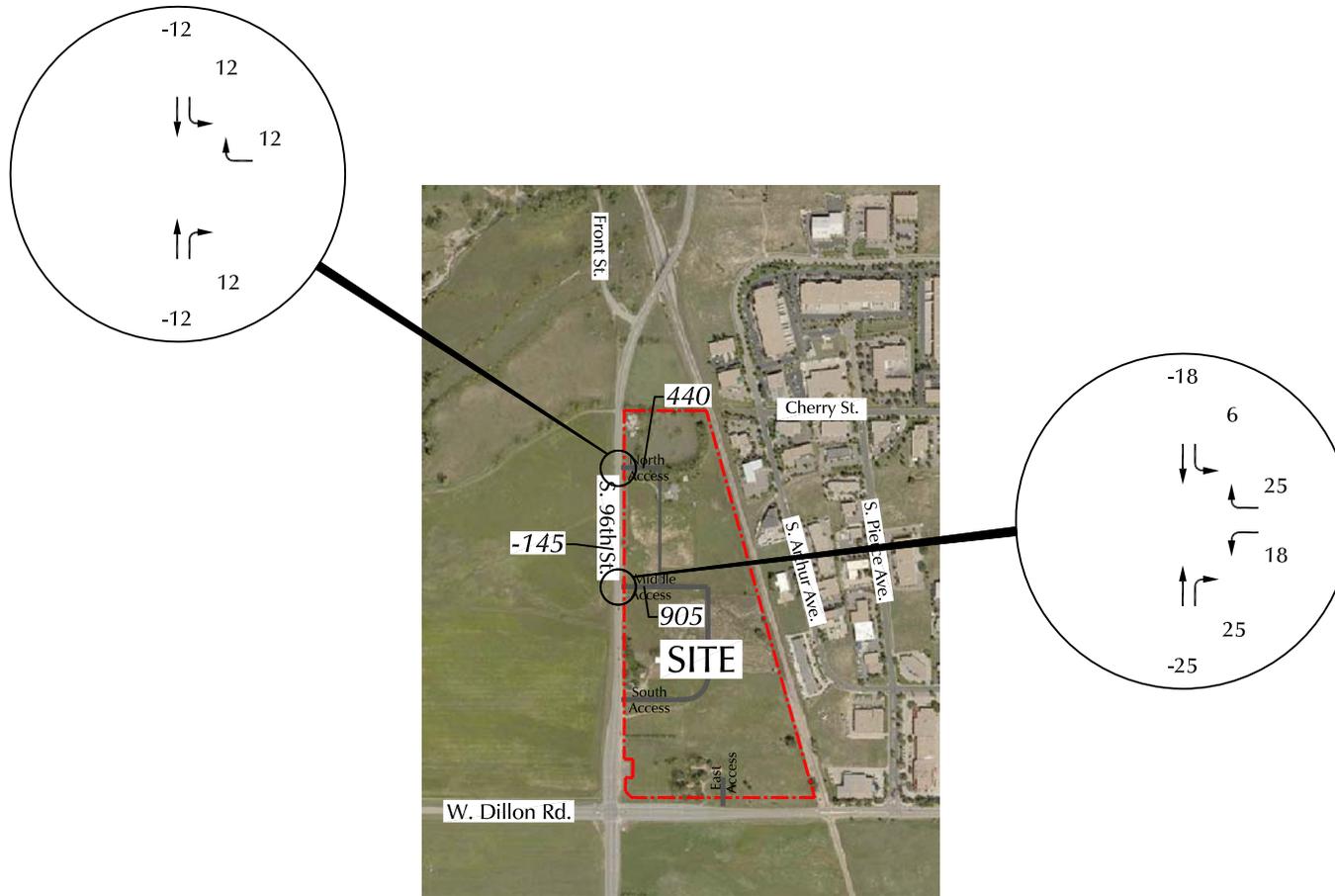


LEGEND:

- 26 = Sunday AM Peak Hour Traffic
- 500 = Sunday Daily Traffic

Figure 8a
*Assignment of Sunday
Primary Site-Generated Traffic*

Louisville Industrial Park (LSC #180012)

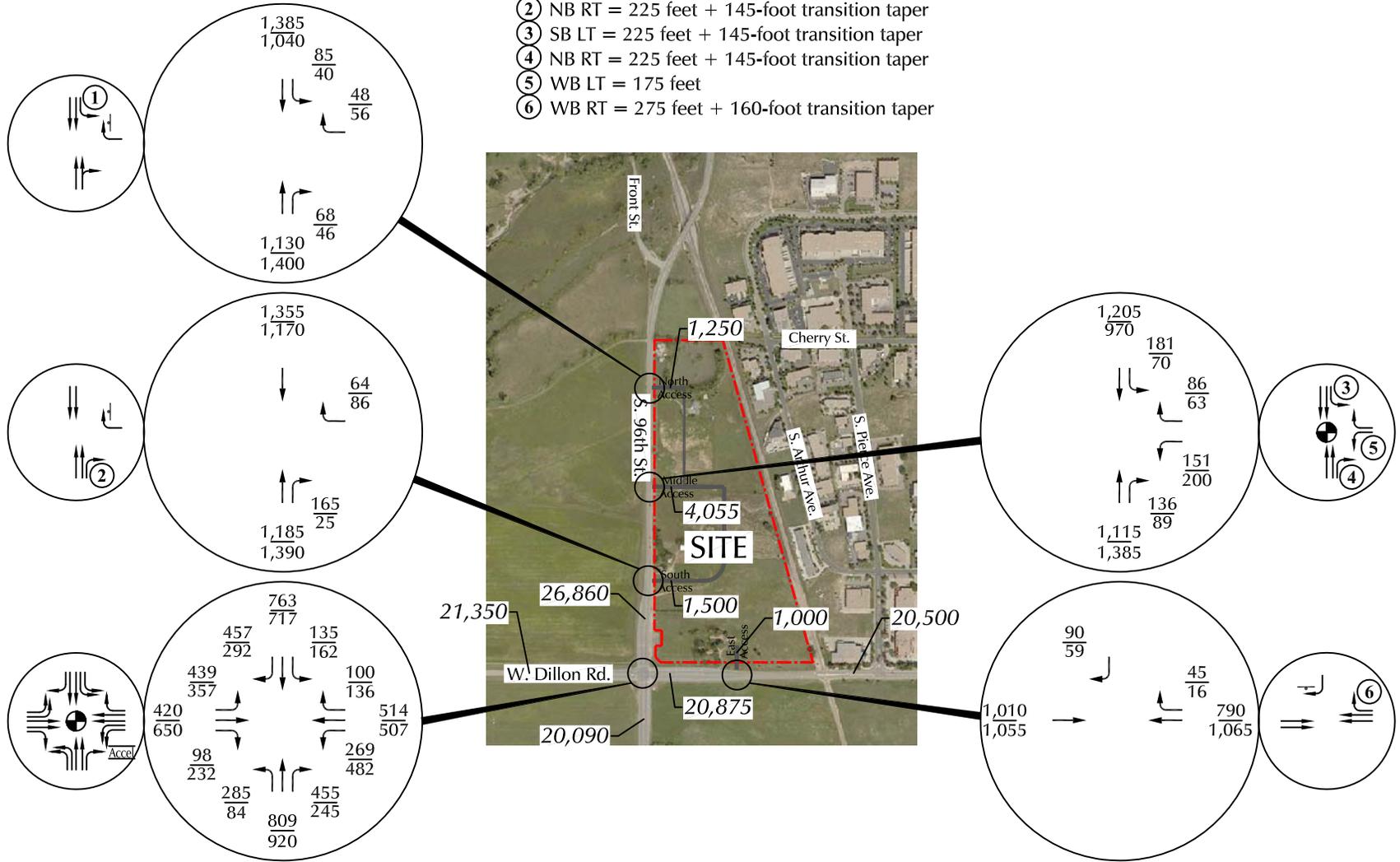


LEGEND:

- 26 = Sunday AM Peak Hour Traffic
- 500 = Sunday Daily Traffic

Figure 8b
*Assignment of Sunday
Passby Site-Generated Traffic*
Louisville Industrial Park (LSC #180012)

- ① SB LT = 225 feet + 145-foot transition taper and 30:1 redirect taper
- ② NB RT = 225 feet + 145-foot transition taper
- ③ SB LT = 225 feet + 145-foot transition taper
- ④ NB RT = 225 feet + 145-foot transition taper
- ⑤ WB LT = 175 feet
- ⑥ WB RT = 275 feet + 160-foot transition taper



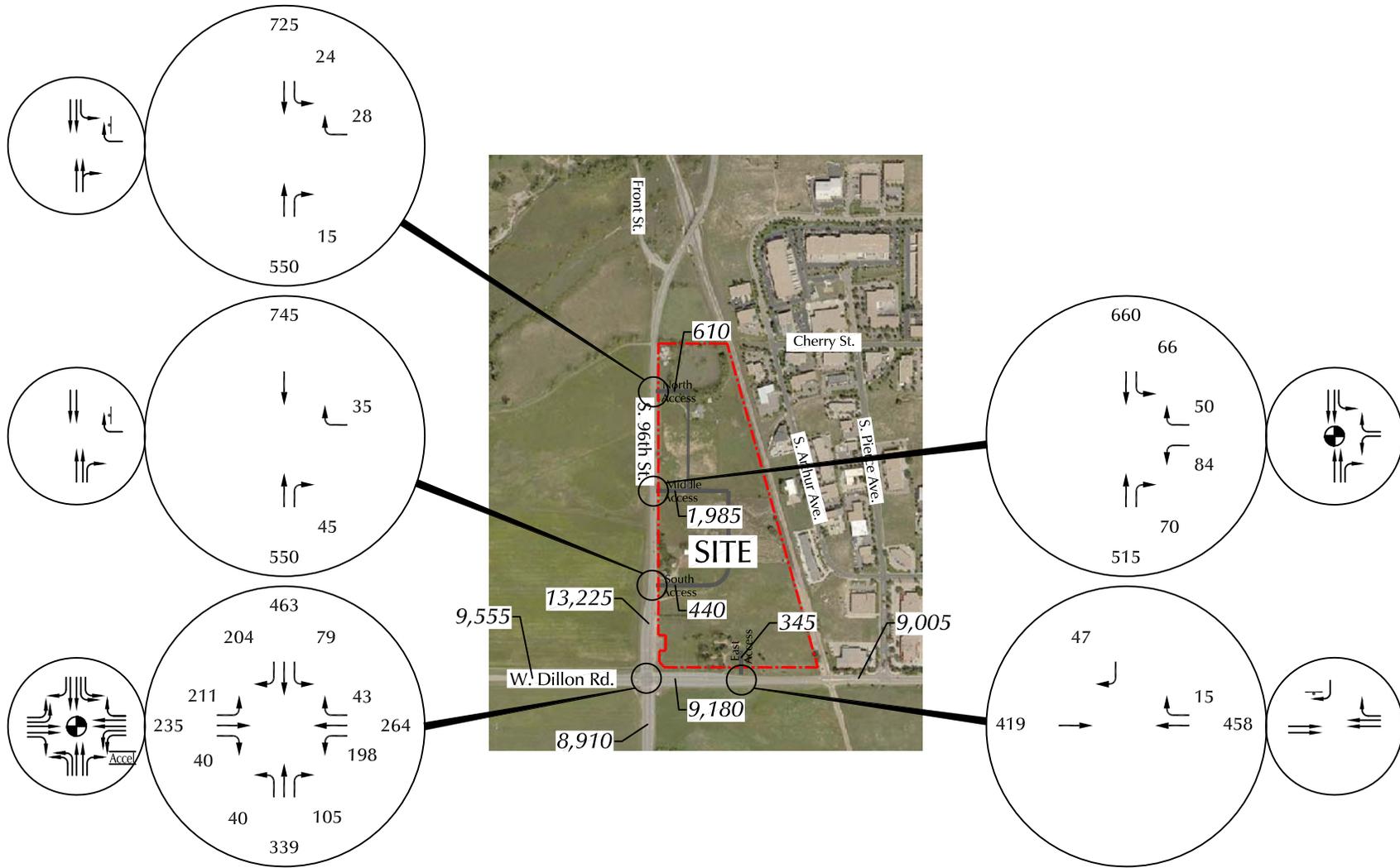
LEGEND:

- ⊥ = Stop Sign
- ⊙ = Traffic Signal
- $\frac{26}{35}$ = Weekday AM Peak Hour Traffic
- $\frac{35}{26}$ = Weekday PM Peak Hour Traffic
- 500 = Weekday Daily Traffic

Figure 9a

Year 2024 Weekday Total Traffic, Lane Geometry and Traffic Control

Louisville Industrial Park (LSC #180012)

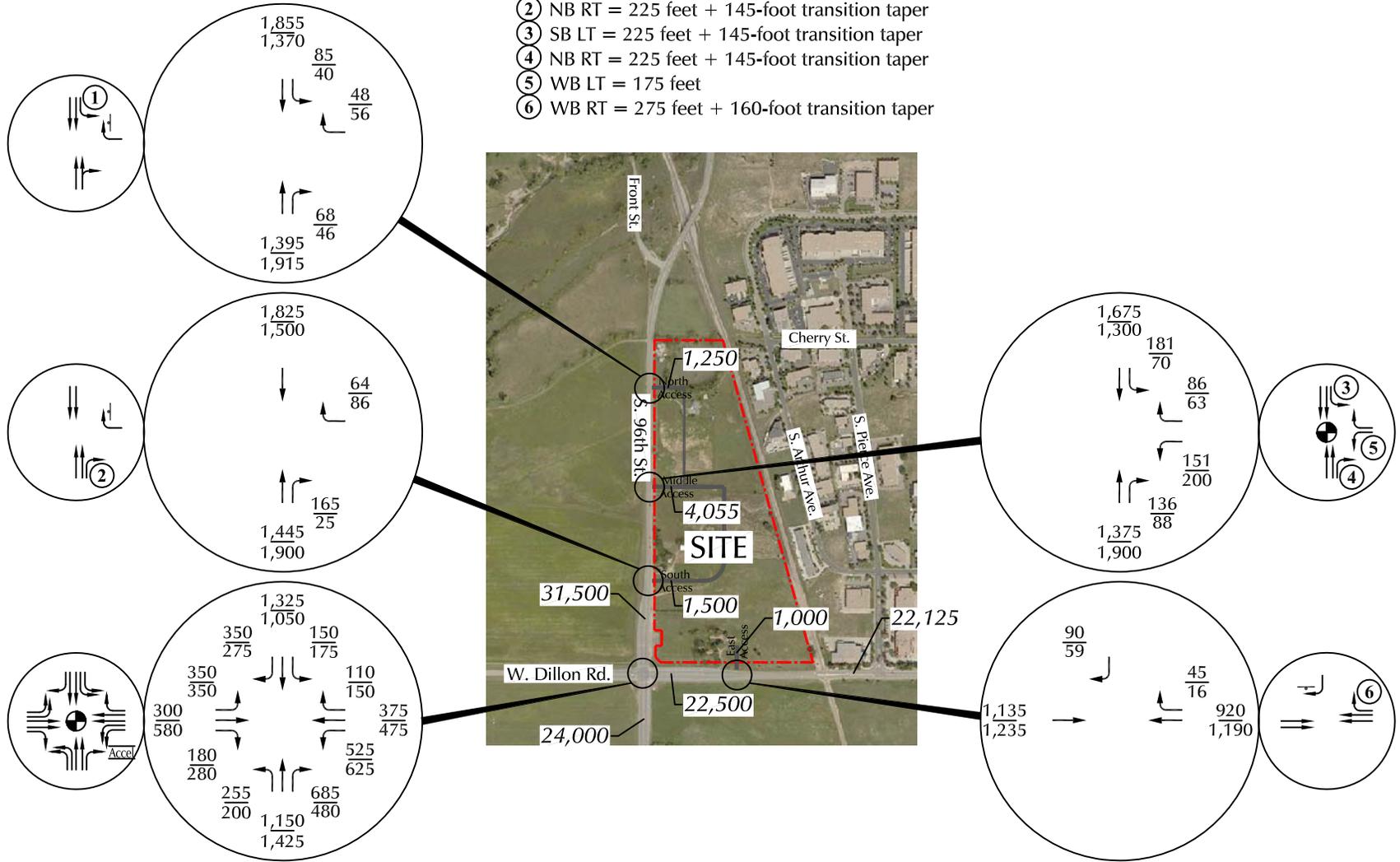


LEGEND:

- ⊥ = Stop Sign
- ⊙ = Traffic Signal
- 26 = Sunday AM Peak Hour Traffic
- 500 = Sunday Daily Traffic

Figure 9b
**Year 2024 Sunday Total Traffic,
 Lane Geometry and Traffic Control**
 Louisville Industrial Park (LSC #180012)

- ① SB LT = 225 feet + 145-foot transition taper and 30:1 redirect taper
- ② NB RT = 225 feet + 145-foot transition taper
- ③ SB LT = 225 feet + 145-foot transition taper
- ④ NB RT = 225 feet + 145-foot transition taper
- ⑤ WB LT = 175 feet
- ⑥ WB RT = 275 feet + 160-foot transition taper



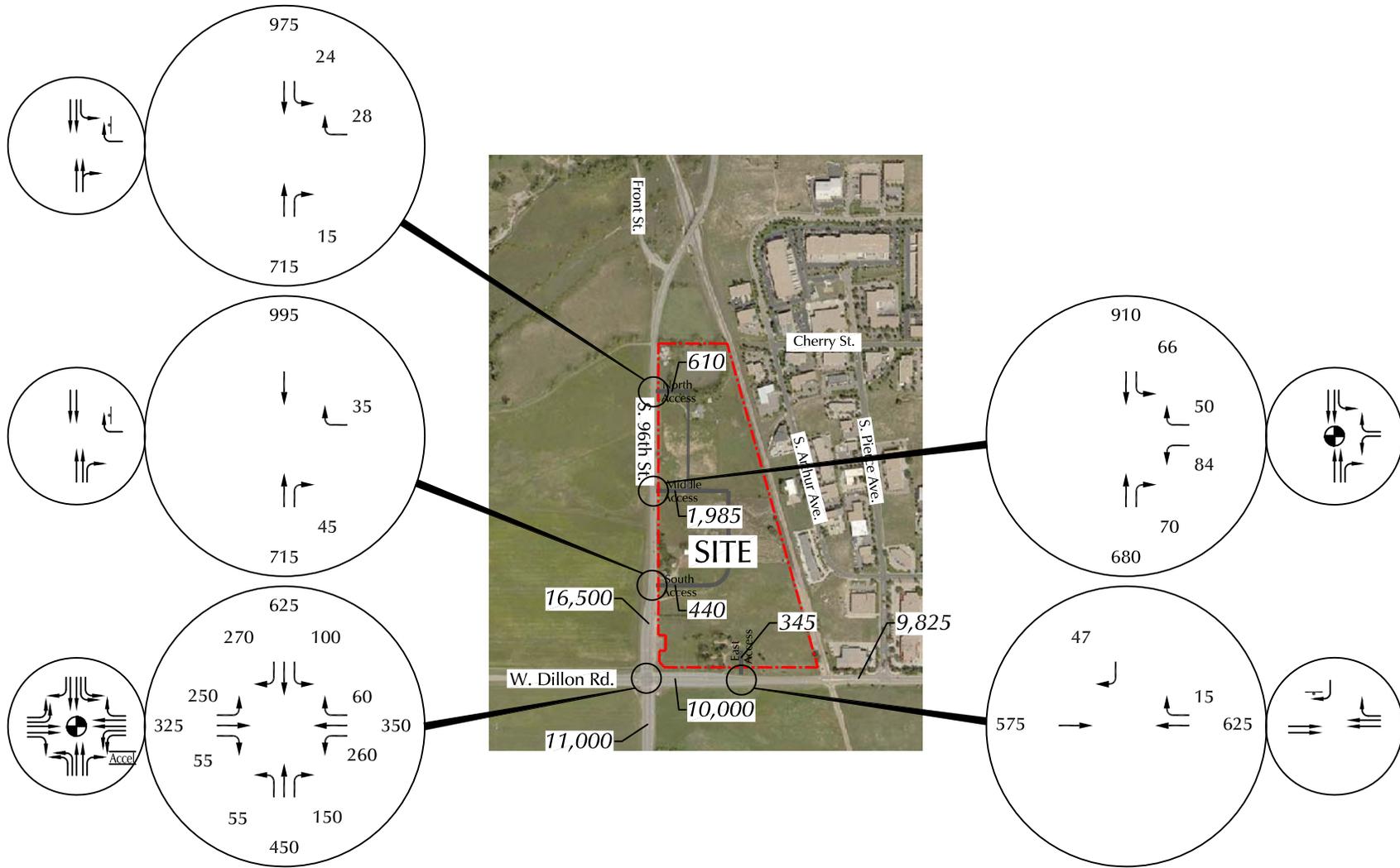
LEGEND:

- ⊥ = Stop Sign
- ⊙ = Traffic Signal
- 26 = Weekday AM Peak Hour Traffic
- 35 = Weekday PM Peak Hour Traffic
- 500 = Weekday Daily Traffic

Figure 10a

Year 2040 Weekday Total Traffic, Lane Geometry and Traffic Control

Louisville Industrial Park (LSC #180012)



LEGEND:

- ⊥ = Stop Sign
- ⊙ = Traffic Signal
- 26 = Sunday AM Peak Hour Traffic
- 500 = Sunday Daily Traffic

Figure 10b

Year 2040 Sunday Total Traffic, Lane Geometry and Traffic Control

Louisville Industrial Park (LSC #180012)

COUNTER MEASURES INC.

1889 YORK STREET
DENVER.COLORADO
303-333-7409

N/S STREET: 96TH ST
E/W STREET: DILLON RD
CITY: LOUISVILLE
COUNTY: BOULDER

File Name : 96THDILL 1-12-20
Site Code : 00000016
Start Date : 1/12/2020
Page No : 1

Groups Printed- VEHICLES

Start Time	96TH ST Southbound				DILLON RD Westbound				96TH ST Northbound				DILLON RD Eastbound				Int. Total	
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds		
Factor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
10:00 AM	8	71	42	0	17	40	5	0	11	61	19	0	27	28	7	0		336
10:15 AM	7	77	45	0	28	68	3	0	10	38	14	0	26	41	8	0		365
10:30 AM	13	81	42	0	28	54	2	0	6	61	8	2	48	49	6	0		400
10:45 AM	11	78	43	1	25	51	10	0	10	67	19	0	53	27	10	0		405
Total	39	307	172	1	98	213	20	0	37	227	60	2	154	145	31	0		1506
11:00 AM	9	98	45	0	25	33	10	0	10	61	13	0	52	36	6	0		398
11:15 AM	13	76	41	3	37	48	3	3	10	55	19	0	50	34	8	0		400
11:30 AM	13	75	34	0	42	46	5	0	4	57	14	0	41	47	15	0		393
11:45 AM	12	103	35	0	31	59	7	0	9	67	17	0	42	36	13	0		431
Total	47	352	155	3	135	186	25	3	33	240	63	0	185	153	42	0		1622
12:00 PM	13	86	41	2	42	57	10	0	8	58	25	0	42	52	8	0		444
12:15 PM	10	112	64	1	44	68	8	0	8	62	24	0	46	48	9	0		504
12:30 PM	20	109	36	1	28	38	2	0	11	67	23	0	23	42	10	0		410
12:45 PM	8	86	27	0	39	61	13	0	6	73	22	0	49	71	7	0		462
Total	51	393	168	4	153	224	33	0	33	260	94	0	160	213	34	0		1820
Grand Total	137	1052	495	8	386	623	78	3	103	727	217	2	499	511	107	0		4948
Apprch %	8.1	62.2	29.3	0.5	35.4	57.2	7.2	0.3	9.8	69.3	20.7	0.2	44.7	45.7	9.6	0.0		
Total %	2.8	21.3	10.0	0.2	7.8	12.6	1.6	0.1	2.1	14.7	4.4	0.0	10.1	10.3	2.2	0.0		

COUNTER MEASURES INC.

1889 YORK STREET
DENVER.COLORADO
303-333-7409

N/S STREET: 96TH ST
E/W STREET: DILLON RD
CITY: LOUISVILLE
COUNTY: BOULDER

File Name : 96THDILL 1-12-20
Site Code : 00000016
Start Date : 1/12/2020
Page No : 2

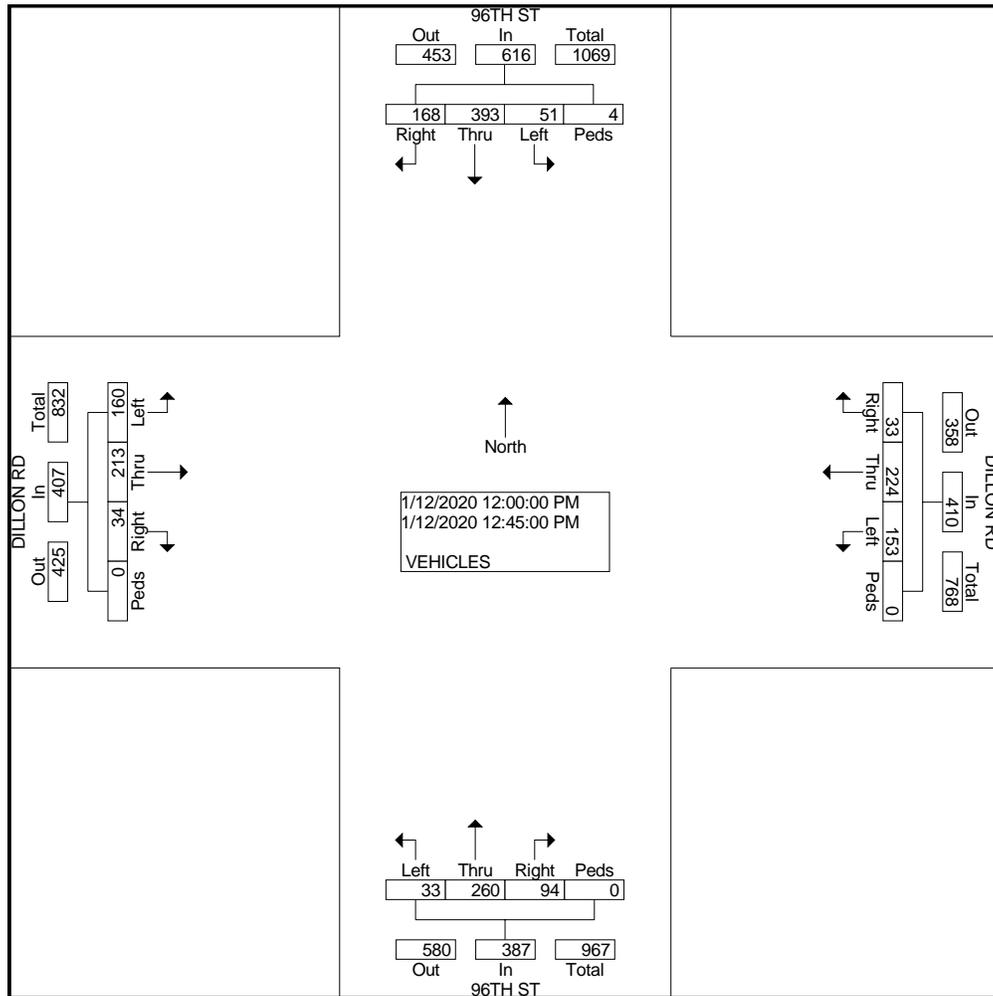
Start Time	96TH ST Southbound					DILLON RD Westbound					96TH ST Northbound					DILLON RD Eastbound					Int. Total
	Left	Thru	Rig ht	Ped s	App. Total	Left	Thru	Rig ht	Ped s	App. Total	Left	Thru	Rig ht	Ped s	App. Total	Left	Thru	Rig ht	Ped s	App. Total	
12:00 PM	51	393	168	4	616	153	224	33	0	410	33	260	94	0	387	160	213	34	0	407	1820
Volume	51	393	168	4	616	153	224	33	0	410	33	260	94	0	387	160	213	34	0	407	1820
Percent	8.3	63.8	27.3	0.6		37.3	54.6	8.0	0.0		8.5	67.2	24.3	0.0		39.3	52.3	8.4	0.0		
12:15 PM	10	112	64	1	187	44	68	8	0	120	8	62	24	0	94	46	48	9	0	103	504
Volume	10	112	64	1	187	44	68	8	0	120	8	62	24	0	94	46	48	9	0	103	504
Peak Factor																					0.903
High Int.	12:15 PM					12:15 PM					12:30 PM					12:45 PM					
Volume	10	112	64	1	187	44	68	8	0	120	11	67	23	0	101	49	71	7	0	127	
Peak Factor					0.82					0.85					0.95					0.80	1
Factor					4					4					8					1	

Peak Hour From 10:00 AM to 12:45 PM - Peak 1 of 1

Intersecti on

12:00 PM

Volume	51	393	168	4	616	153	224	33	0	410	33	260	94	0	387	160	213	34	0	407	1820
Percent	8.3	63.8	27.3	0.6		37.3	54.6	8.0	0.0		8.5	67.2	24.3	0.0		39.3	52.3	8.4	0.0		
Volume	10	112	64	1	187	44	68	8	0	120	8	62	24	0	94	46	48	9	0	103	504
Peak Factor																					0.903
High Int.	12:15 PM					12:15 PM					12:30 PM					12:45 PM					
Volume	10	112	64	1	187	44	68	8	0	120	11	67	23	0	101	49	71	7	0	127	
Peak Factor					0.82					0.85					0.95					0.80	1
Factor					4					4					8					1	



LEVEL OF SERVICE DEFINITIONS

From *Highway Capacity Manual*, Transportation Research Board, 2016, 6th Edition

SIGNALIZED INTERSECTION LEVEL OF SERVICE (LOS)

LOS	<u>Average Vehicle Delay</u> sec/vehicle	<u>Operational Characteristics</u>
A	<10 seconds	Describes operations with low control delay, up to 10 sec/veh. This LOS occurs when progression is extremely favorable and most vehicles arrive during the green phase. Many vehicles do not stop at all. Short cycle lengths may tend to contribute to low delay values.
B	10 to 20 seconds	Describes operations with control delay greater than 10 seconds and up to 20 sec/veh. This level generally occurs with good progression, short cycle lengths, or both. More vehicles stop than with LOS A, causing higher levels of delay.
C	20 to 35 seconds	Describes operations with control delay greater than 20 and up to 35 sec/veh. These higher delays may result from only fair progression, longer cycle length, or both. Individual cycle failures may begin to appear at this level. Cycle failure occurs when a given green phase does not serve queued vehicles, and overflows occur. The number of vehicles stopping is significant at this level, though many still pass through the intersection without stopping.
D	35 to 55 seconds	Describes operations with control delay greater than 35 and up to 55 sec/veh. At LOS D, the influence of congestion becomes more noticeable. Longer delays may result from some combination of unfavorable progression, long cycle lengths, and high v/c ratios. Many vehicles stop, and the proportion of vehicles not stopping declines. Individual cycle failures are noticeable.
E	55 to 80 seconds	Describes operations with control delay greater than 55 and up to 80 sec/veh. These high delay values generally indicate poor progression, long cycle lengths, and high v/c ratios. Individual cycle failures are frequent.
F	>80 seconds	Describes operations with control delay in excess of 80 sec/veh. This level, considered unacceptable to most drivers, often occurs with over-saturation, that is, when arrival flow rates exceed the capacity of lane groups. It may also occur at high v/c ratios with many individual cycle failures. Poor progression and long cycle lengths may also contribute significantly to high delay levels.

LEVEL OF SERVICE DEFINITIONS

From *Highway Capacity Manual*, Transportation Research Board, 2016, 6th Edition

UNSIGNALIZED INTERSECTION LEVEL OF SERVICE (LOS)

Applicable to Two-Way Stop Control, All-Way Stop Control, and Roundabouts

LOS	Average Vehicle Control Delay	<u>Operational Characteristics</u>
A	<10 seconds	Normally, vehicles on the stop-controlled approach only have to wait up to 10 seconds before being able to clear the intersection. Left-turning vehicles on the uncontrolled street do not have to wait to make their turn.
B	10 to 15 seconds	Vehicles on the stop-controlled approach will experience delays before being able to clear the intersection. <u>The delay could be up to 15 seconds.</u> Left-turning vehicles on the uncontrolled street may have to wait to make their turn.
C	15 to 25 seconds	Vehicles on the stop-controlled approach can expect delays in the range of 15 to 25 seconds before clearing the intersection. Motorists may begin to take chances due to the long delays, thereby posing a safety risk to through traffic. <u>Left-turning vehicles on the uncontrolled street will now be required to wait to make their turn causing a queue to be created in the turn lane.</u>
D	25 to 35 seconds	<u>This is the point at which a traffic signal may be warranted for this intersection.</u> The delays for the stop-controlled intersection are not considered to be excessive. The length of the queue may begin to block other public and private access points.
E	35 to 50 seconds	The delays for all critical traffic movements are considered to be unacceptable. The length of the queues for the stop-controlled approaches as well as the left-turn movements are extremely long. <u>There is a high probability that this intersection will meet traffic signal warrants.</u> The ability to install a traffic signal is affected by the location of other existing traffic signals. Consideration may be given to restricting the accesses by eliminating the left-turn movements from and to the stop-controlled approach.
F	>50 seconds	The delay for the critical traffic movements are probably in excess of 100 seconds. The length of the queues are extremely long. Motorists are selecting alternative routes due to the long delays. <u>The only remedy for these long delays is installing a traffic signal or restricting the accesses.</u> The potential for accidents at this intersection are extremely high due to motorist taking more risky chances. If the median permits, motorists begin making two-stage left-turns.

Timings
3: S. 96th Street & W. Dillon Road

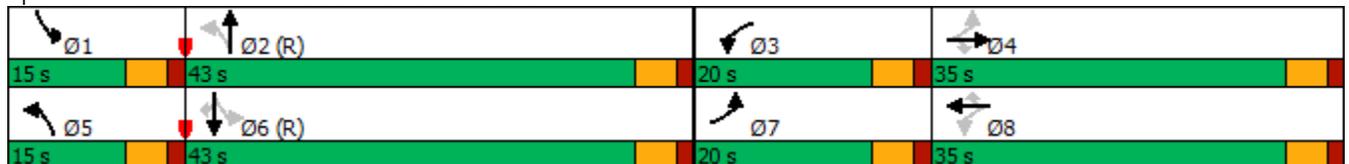
Existing
AM Peak

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	289	380	89	195	433	77	258	570	412	90	642	381
Future Volume (vph)	289	380	89	195	433	77	258	570	412	90	642	381
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Free	pm+pt	NA	Perm
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases	4		4	8		8	2		Free	6		6
Detector Phase	7	4	4	3	8	8	5	2		1	6	6
Switch Phase												
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0		5.0	5.0	5.0
Minimum Split (s)	10.5	21.0	21.0	17.0	21.0	21.0	10.5	21.0		10.5	21.0	21.0
Total Split (s)	20.0	35.0	35.0	20.0	35.0	35.0	15.0	43.0		15.0	43.0	43.0
Total Split (%)	17.7%	31.0%	31.0%	17.7%	31.0%	31.0%	13.3%	38.1%		13.3%	38.1%	38.1%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5		3.5	3.5	3.5
All-Red Time (s)	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5		1.5	1.5	1.5
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0		5.0	5.0	5.0
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes		Yes	Yes	Yes							
Recall Mode	None	C-Max		None	C-Max	C-Max						
Act Effect Green (s)	36.7	21.7	21.7	34.2	20.5	20.5	62.0	49.0	113.0	51.2	42.7	42.7
Actuated g/C Ratio	0.32	0.19	0.19	0.30	0.18	0.18	0.55	0.43	1.00	0.45	0.38	0.38
v/c Ratio	0.95	0.59	0.24	0.61	0.72	0.22	0.64	0.39	0.28	0.23	0.51	0.48
Control Delay	69.2	45.2	5.6	34.1	49.9	3.9	22.7	23.9	0.4	15.1	29.7	5.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	69.2	45.2	5.6	34.1	49.9	3.9	22.7	23.9	0.4	15.1	29.7	5.7
LOS	E	D	A	C	D	A	C	C	A	B	C	A
Approach Delay		49.7			40.5			15.9			20.3	
Approach LOS		D			D			B			C	

Intersection Summary

Cycle Length: 113
 Actuated Cycle Length: 113
 Offset: 7 (6%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green
 Natural Cycle: 75
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.95
 Intersection Signal Delay: 28.4
 Intersection LOS: C
 Intersection Capacity Utilization 76.7%
 ICU Level of Service D
 Analysis Period (min) 15

Splits and Phases: 3: S. 96th Street & W. Dillon Road



Timings
3: S. 96th Street & W. Dillon Road

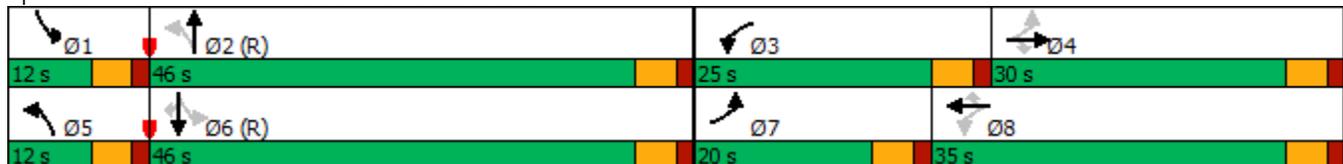
Existing
PM Peak

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	285	589	210	401	441	119	76	775	222	111	579	212
Future Volume (vph)	285	589	210	401	441	119	76	775	222	111	579	212
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Free	pm+pt	NA	Perm
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases	4		4	8		8	2		Free	6		6
Detector Phase	7	4	4	3	8	8	5	2		1	6	6
Switch Phase												
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0		5.0	5.0	5.0
Minimum Split (s)	10.5	21.0	21.0	17.0	21.0	21.0	10.5	21.0		10.5	21.0	21.0
Total Split (s)	20.0	30.0	30.0	25.0	35.0	35.0	12.0	46.0		12.0	46.0	46.0
Total Split (%)	17.7%	26.5%	26.5%	22.1%	31.0%	31.0%	10.6%	40.7%		10.6%	40.7%	40.7%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5		3.5	3.5	3.5
All-Red Time (s)	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5		1.5	1.5	1.5
Lost Time Adjust (s)	0.0	1.0	0.0	0.0	1.0	0.0	0.0	1.0		0.0	1.0	0.0
Total Lost Time (s)	5.0	6.0	5.0	5.0	6.0	5.0	5.0	6.0		5.0	6.0	5.0
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes		Yes	Yes	Yes							
Recall Mode	None	C-Max		None	C-Max	C-Max						
Act Effct Green (s)	38.9	23.1	24.1	49.1	28.4	29.4	48.7	40.8	113.0	49.9	43.2	44.2
Actuated g/C Ratio	0.34	0.20	0.21	0.43	0.25	0.26	0.43	0.36	1.00	0.44	0.38	0.39
v/c Ratio	0.77	0.88	0.46	1.15	0.54	0.25	0.25	0.66	0.15	0.50	0.47	0.30
Control Delay	37.9	58.6	10.1	125.4	39.1	6.9	18.7	33.5	0.2	24.8	28.6	4.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	37.9	58.6	10.1	125.4	39.1	6.9	18.7	33.5	0.2	24.8	28.6	4.3
LOS	D	E	B	F	D	A	B	C	A	C	C	A
Approach Delay		43.8			71.1			25.6			22.4	
Approach LOS		D			E			C			C	

Intersection Summary

Cycle Length: 113
 Actuated Cycle Length: 113
 Offset: 7 (6%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green
 Natural Cycle: 90
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 1.15
 Intersection Signal Delay: 40.7
 Intersection LOS: D
 Intersection Capacity Utilization 84.4%
 ICU Level of Service E
 Analysis Period (min) 15

Splits and Phases: 3: S. 96th Street & W. Dillon Road



Timings
3: S. 96th Street & W. Dillon Road

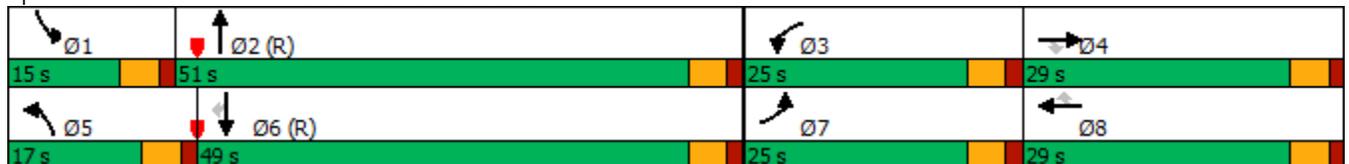
2024 Background
AM Peak

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	319	420	98	215	478	85	285	629	455	99	709	421
Future Volume (vph)	319	420	98	215	478	85	285	629	455	99	709	421
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Free	Prot	NA	Perm
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases			4			8			Free			6
Detector Phase	7	4	4	3	8	8	5	2		1	6	6
Switch Phase												
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0		5.0	5.0	5.0
Minimum Split (s)	10.0	20.0	20.0	10.0	20.0	20.0	10.0	20.0		10.0	20.0	20.0
Total Split (s)	25.0	29.0	29.0	25.0	29.0	29.0	17.0	51.0		15.0	49.0	49.0
Total Split (%)	20.8%	24.2%	24.2%	20.8%	24.2%	24.2%	14.2%	42.5%		12.5%	40.8%	40.8%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5		3.5	3.5	3.5
All-Red Time (s)	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5		1.5	1.5	1.5
Lost Time Adjust (s)	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0		-1.0	-1.0	-1.0
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		4.0	4.0	4.0
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes		Yes	Yes	Yes							
Recall Mode	None	C-Max		None	C-Max	C-Max						
Act Effect Green (s)	17.7	26.4	26.4	14.3	22.9	22.9	14.3	53.6	120.0	9.7	49.1	49.1
Actuated g/C Ratio	0.15	0.22	0.22	0.12	0.19	0.19	0.12	0.45	1.00	0.08	0.41	0.41
v/c Ratio	0.67	0.58	0.24	0.56	0.75	0.23	0.74	0.42	0.31	0.38	0.52	0.50
Control Delay	54.9	44.7	7.6	54.9	53.3	6.2	63.1	24.9	0.5	56.0	29.2	5.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	54.9	44.7	7.6	54.9	53.3	6.2	63.1	24.9	0.5	56.0	29.2	5.2
LOS	D	D	A	D	D	A	E	C	A	E	C	A
Approach Delay		44.3			48.6			24.7			23.1	
Approach LOS		D			D			C			C	

Intersection Summary

Cycle Length: 120
 Actuated Cycle Length: 120
 Offset: 19 (16%), Referenced to phase 2:NBT and 6:SBT, Start of Green
 Natural Cycle: 60
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.75
 Intersection Signal Delay: 32.6
 Intersection LOS: C
 Intersection Capacity Utilization 63.4%
 ICU Level of Service B
 Analysis Period (min) 15

Splits and Phases: 3: S. 96th Street & W. Dillon Road



Timings
3: S. 96th Street & W. Dillon Road

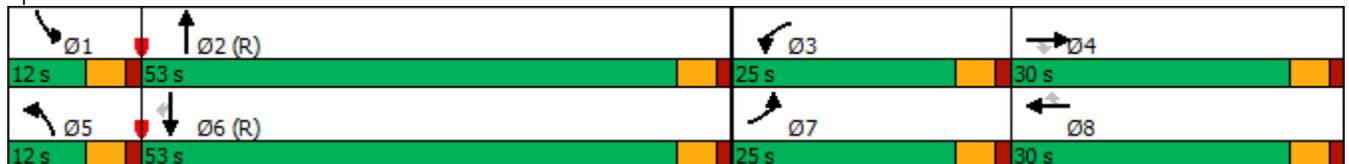
2024 Background
Sunday Peak

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	175	235	40	170	245	40	40	285	105	60	435	185
Future Volume (vph)	175	235	40	170	245	40	40	285	105	60	435	185
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Free	Prot	NA	Perm
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases			4			8			Free			6
Detector Phase	7	4	4	3	8	8	5	2		1	6	6
Switch Phase												
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0		5.0	5.0	5.0
Minimum Split (s)	10.0	20.0	20.0	10.0	20.0	20.0	10.0	20.0		10.0	20.0	20.0
Total Split (s)	25.0	30.0	30.0	25.0	30.0	30.0	12.0	53.0		12.0	53.0	53.0
Total Split (%)	20.8%	25.0%	25.0%	20.8%	25.0%	25.0%	10.0%	44.2%		10.0%	44.2%	44.2%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5		3.5	3.5	3.5
All-Red Time (s)	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5		1.5	1.5	1.5
Lost Time Adjust (s)	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0		-1.0	-1.0	-1.0
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		4.0	4.0	4.0
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes		Yes	Yes	Yes							
Recall Mode	None	C-Max		None	C-Max	C-Max						
Act Effect Green (s)	13.0	15.5	15.5	12.8	15.3	15.3	8.0	69.2	120.0	8.7	69.9	69.9
Actuated g/C Ratio	0.11	0.13	0.13	0.11	0.13	0.13	0.07	0.58	1.00	0.07	0.58	0.58
v/c Ratio	0.51	0.56	0.14	0.51	0.59	0.14	0.19	0.15	0.07	0.26	0.23	0.20
Control Delay	55.1	53.5	1.0	55.2	54.5	1.0	54.5	13.7	0.1	54.8	13.9	2.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	55.1	53.5	1.0	55.2	54.5	1.0	54.5	13.7	0.1	54.8	13.9	2.7
LOS	E	D	A	E	D	A	D	B	A	D	B	A
Approach Delay		49.5			50.1			14.1			14.5	
Approach LOS		D			D			B			B	

Intersection Summary

Cycle Length: 120
 Actuated Cycle Length: 120
 Offset: 19 (16%), Referenced to phase 2:NBT and 6:SBT, Start of Green
 Natural Cycle: 60
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.59
 Intersection Signal Delay: 30.2
 Intersection LOS: C
 Intersection Capacity Utilization 41.3%
 ICU Level of Service A
 Analysis Period (min) 15

Splits and Phases: 3: S. 96th Street & W. Dillon Road



Timings
3: S. 96th Street & W. Dillon Road

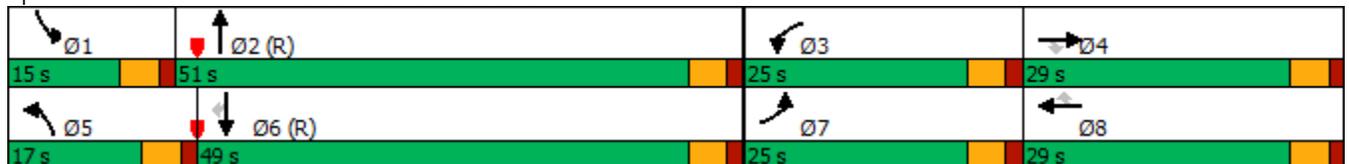
2024 Total
AM Peak

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	439	420	98	269	514	100	285	809	455	135	763	457
Future Volume (vph)	439	420	98	269	514	100	285	809	455	135	763	457
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Free	Prot	NA	Perm
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases			4			8			Free			6
Detector Phase	7	4	4	3	8	8	5	2		1	6	6
Switch Phase												
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0		5.0	5.0	5.0
Minimum Split (s)	10.0	20.0	20.0	10.0	20.0	20.0	10.0	20.0		10.0	20.0	20.0
Total Split (s)	25.0	29.0	29.0	25.0	29.0	29.0	17.0	51.0		15.0	49.0	49.0
Total Split (%)	20.8%	24.2%	24.2%	20.8%	24.2%	24.2%	14.2%	42.5%		12.5%	40.8%	40.8%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5		3.5	3.5	3.5
All-Red Time (s)	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5		1.5	1.5	1.5
Lost Time Adjust (s)	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0		-1.0	-1.0	-1.0
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		4.0	4.0	4.0
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes		Yes	Yes	Yes							
Recall Mode	None	C-Max		None	C-Max	C-Max						
Act Effect Green (s)	20.2	27.4	27.4	16.2	23.5	23.5	13.5	50.0	120.0	10.3	46.9	46.9
Actuated g/C Ratio	0.17	0.23	0.23	0.14	0.20	0.20	0.11	0.42	1.00	0.09	0.39	0.39
v/c Ratio	0.81	0.55	0.23	0.62	0.79	0.27	0.79	0.58	0.31	0.49	0.59	0.56
Control Delay	60.0	43.9	7.9	54.6	54.8	8.7	67.2	29.7	0.5	54.0	35.8	11.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	60.0	43.9	7.9	54.6	54.8	8.7	67.2	29.7	0.5	54.0	35.8	11.2
LOS	E	D	A	D	D	A	E	C	A	D	D	B
Approach Delay		47.6			49.5			28.0			29.3	
Approach LOS		D			D			C			C	

Intersection Summary

Cycle Length: 120
 Actuated Cycle Length: 120
 Offset: 19 (16%), Referenced to phase 2:NBT and 6:SBT, Start of Green
 Natural Cycle: 65
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.81
 Intersection Signal Delay: 36.3
 Intersection LOS: D
 Intersection Capacity Utilization 69.3%
 ICU Level of Service C
 Analysis Period (min) 15

Splits and Phases: 3: S. 96th Street & W. Dillon Road



Intersection						
Int Delay, s/veh	0.4					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↕	↗		↕
Traffic Vol, veh/h	0	64	1185	165	0	1355
Future Vol, veh/h	0	64	1185	165	0	1355
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	0	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	70	1288	179	0	1473

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	-	644	0	0	-
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-
Critical Hdwy	-	6.94	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-
Follow-up Hdwy	-	3.32	-	-	-
Pot Cap-1 Maneuver	0	416	-	-	0
Stage 1	0	-	-	-	0
Stage 2	0	-	-	-	0
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	-	416	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	15.4	0	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBT
Capacity (veh/h)	-	-	416
HCM Lane V/C Ratio	-	-	0.167
HCM Control Delay (s)	-	-	15.4
HCM Lane LOS	-	-	C
HCM 95th %tile Q(veh)	-	-	0.6

HCM 6th TWSC
8: S. 96th Street & North Access

2024 Total
AM Peak

Intersection						
Int Delay, s/veh	0.5					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↕		↖	↕
Traffic Vol, veh/h	0	48	1130	68	85	1385
Future Vol, veh/h	0	48	1130	68	85	1385
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	0	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	52	1228	74	92	1505

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	-	651	0	0	1302
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-
Critical Hdwy	-	6.94	-	-	4.14
Critical Hdwy Stg 1	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-
Follow-up Hdwy	-	3.32	-	-	2.22
Pot Cap-1 Maneuver	0	*651	-	-	841
Stage 1	0	-	-	-	-
Stage 2	0	-	-	-	-
Platoon blocked, %		1	-	-	1
Mov Cap-1 Maneuver	-	*651	-	-	841
Mov Cap-2 Maneuver	-	-	-	-	-
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	11	0	0.6
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	651	841
HCM Lane V/C Ratio	-	-	0.08	0.11
HCM Control Delay (s)	-	-	11	9.8
HCM Lane LOS	-	-	B	A
HCM 95th %tile Q(veh)	-	-	0.3	0.4

Notes
 -: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Timings
12: S. 96th Street & Middle Access

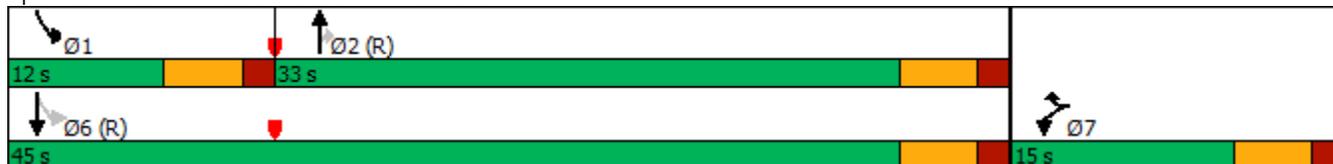
2024 Total
AM Peak

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	151	86	1115	136	181	1205
Future Volume (vph)	151	86	1115	136	181	1205
Turn Type	Prot	Prot	NA	Perm	pm+pt	NA
Protected Phases	7	7	2		1	6
Permitted Phases				2	6	
Detector Phase	7	7	2	2	1	6
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	23.0	23.0	23.0	23.0	10.0	23.0
Total Split (s)	15.0	15.0	33.0	33.0	12.0	45.0
Total Split (%)	25.0%	25.0%	55.0%	55.0%	20.0%	75.0%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.5	1.5	1.5	1.5	1.5	1.5
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag			Lag	Lag	Lead	
Lead-Lag Optimize?			Yes	Yes	Yes	
Recall Mode	None	None	C-Max	C-Max	None	C-Max
Act Effect Green (s)	9.1	9.1	31.4	31.4	43.2	44.2
Actuated g/C Ratio	0.15	0.15	0.52	0.52	0.72	0.74
v/c Ratio	0.61	0.29	0.65	0.16	0.58	0.50
Control Delay	33.8	8.6	24.1	7.4	13.6	5.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	33.8	8.6	24.1	7.4	13.6	5.4
LOS	C	A	C	A	B	A
Approach Delay	24.7		22.3			6.5
Approach LOS	C		C			A

Intersection Summary

Cycle Length: 60
 Actuated Cycle Length: 60
 Offset: 0 (0%), Referenced to phase 2:NBT and 6:SBTL, Start of Green
 Natural Cycle: 60
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.65
 Intersection Signal Delay: 14.9
 Intersection Capacity Utilization 61.7%
 Analysis Period (min) 15
 Intersection LOS: B
 ICU Level of Service B

Splits and Phases: 12: S. 96th Street & Middle Access



HCM 6th TWSC
14: W. Dillon Road & East Access

2024 Total
AM Peak

Intersection						
Int Delay, s/veh	0.6					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑	↑		↑
Traffic Vol, veh/h	0	1010	790	45	0	90
Future Vol, veh/h	0	1010	790	45	0	90
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	0	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	1098	859	49	0	98

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	-	0	-	0	430
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-
Critical Hdwy	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	3.32
Pot Cap-1 Maneuver	0	-	-	-	573
Stage 1	0	-	-	-	-
Stage 2	0	-	-	-	-
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	-	-	573
Mov Cap-2 Maneuver	-	-	-	-	-
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	12.6
HCM LOS			B

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	573
HCM Lane V/C Ratio	-	-	-	0.171
HCM Control Delay (s)	-	-	-	12.6
HCM Lane LOS	-	-	-	B
HCM 95th %tile Q(veh)	-	-	-	0.6

HCM 6th TWSC
6: S. 96th Street & South Access

2024 Total
PM Peak

Intersection						
Int Delay, s/veh	0.6					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↕	↗		↕
Traffic Vol, veh/h	0	86	1390	25	0	1170
Future Vol, veh/h	0	86	1390	25	0	1170
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	0	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	93	1511	27	0	1272

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	-	756	0	0	-
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-
Critical Hdwy	-	6.94	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-
Follow-up Hdwy	-	3.32	-	-	-
Pot Cap-1 Maneuver	0	351	-	-	0
Stage 1	0	-	-	-	0
Stage 2	0	-	-	-	0
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	-	351	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	18.9	0	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBT
Capacity (veh/h)	-	-	351
HCM Lane V/C Ratio	-	-	0.266
HCM Control Delay (s)	-	-	18.9
HCM Lane LOS	-	-	C
HCM 95th %tile Q(veh)	-	-	1.1

HCM 6th TWSC
8: S. 96th Street & North Access

2024 Total
PM Peak

Intersection						
Int Delay, s/veh	0.5					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↕		↖	↕
Traffic Vol, veh/h	0	56	1400	46	40	1040
Future Vol, veh/h	0	56	1400	46	40	1040
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	0	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	61	1522	50	43	1130

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	-	786	0
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	6.94	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	3.32	-
Pot Cap-1 Maneuver	0	*495	-
Stage 1	0	-	-
Stage 2	0	-	-
Platoon blocked, %		1	-
Mov Cap-1 Maneuver	-	*495	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	13.3	0	0.4
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	495	* 740
HCM Lane V/C Ratio	-	-	0.123	0.059
HCM Control Delay (s)	-	-	13.3	10.2
HCM Lane LOS	-	-	B	B
HCM 95th %tile Q(veh)	-	-	0.4	0.2

Notes
 -: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Timings
12: S. 96th Street & Middle Access

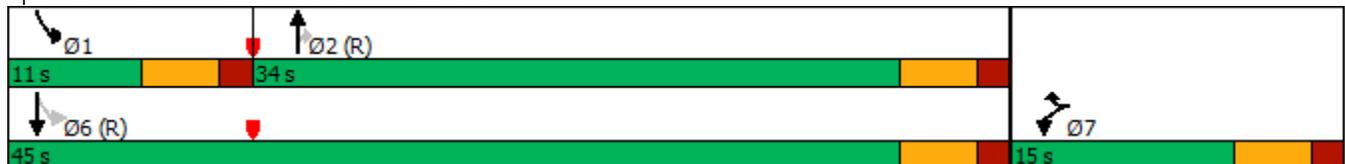
2024 Total
PM Peak

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	200	63	1385	89	70	970
Future Volume (vph)	200	63	1385	89	70	970
Turn Type	Prot	Prot	NA	Perm	pm+pt	NA
Protected Phases	7	7	2		1	6
Permitted Phases				2	6	
Detector Phase	7	7	2	2	1	6
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	23.0	23.0	23.0	23.0	10.0	23.0
Total Split (s)	15.0	15.0	34.0	34.0	11.0	45.0
Total Split (%)	25.0%	25.0%	56.7%	56.7%	18.3%	75.0%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.5	1.5	1.5	1.5	1.5	1.5
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag			Lag	Lag	Lead	
Lead-Lag Optimize?			Yes	Yes	Yes	
Recall Mode	None	None	C-Max	C-Max	None	C-Max
Act Effect Green (s)	9.7	9.7	33.7	33.7	40.3	40.3
Actuated g/C Ratio	0.16	0.16	0.56	0.56	0.67	0.67
v/c Ratio	0.76	0.22	0.76	0.10	0.26	0.44
Control Delay	43.8	8.7	28.2	6.3	5.8	5.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	43.8	8.7	28.2	6.3	5.8	5.4
LOS	D	A	C	A	A	A
Approach Delay	35.5		26.9			5.4
Approach LOS	D		C			A

Intersection Summary

Cycle Length: 60
 Actuated Cycle Length: 60
 Offset: 0 (0%), Referenced to phase 2:NBT and 6:SBTL, Start of Green
 Natural Cycle: 70
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.76
 Intersection Signal Delay: 19.7
 Intersection Capacity Utilization 66.0%
 Analysis Period (min) 15
 Intersection LOS: B
 ICU Level of Service C

Splits and Phases: 12: S. 96th Street & Middle Access



HCM 6th TWSC
14: W. Dillon Road & East Access

2024 Total
PM Peak

Intersection						
Int Delay, s/veh	0.4					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑	↑		↑
Traffic Vol, veh/h	0	1055	1065	16	0	59
Future Vol, veh/h	0	1055	1065	16	0	59
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	0	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	1147	1158	17	0	64

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	-	0	-	0	579
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-
Critical Hdwy	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	3.32
Pot Cap-1 Maneuver	0	-	-	-	458
Stage 1	0	-	-	-	-
Stage 2	0	-	-	-	-
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	-	-	458
Mov Cap-2 Maneuver	-	-	-	-	-
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	14.1
HCM LOS			B

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	458
HCM Lane V/C Ratio	-	-	-	0.14
HCM Control Delay (s)	-	-	-	14.1
HCM Lane LOS	-	-	-	B
HCM 95th %tile Q(veh)	-	-	-	0.5

Timings
3: S. 96th Street & W. Dillon Road

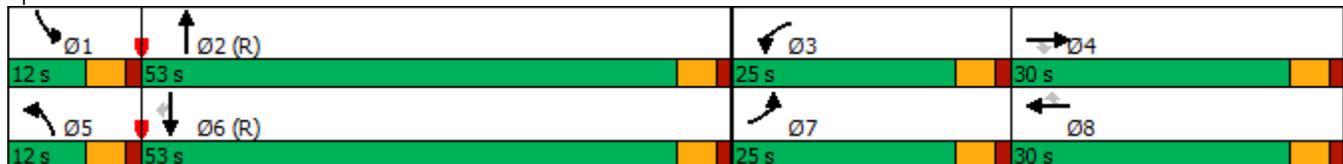
2024 Total
Sunday Peak

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	211	235	40	198	264	43	40	339	105	79	463	204
Future Volume (vph)	211	235	40	198	264	43	40	339	105	79	463	204
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Free	Prot	NA	Perm
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases			4			8			Free			6
Detector Phase	7	4	4	3	8	8	5	2		1	6	6
Switch Phase												
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0		5.0	5.0	5.0
Minimum Split (s)	10.0	20.0	20.0	10.0	20.0	20.0	10.0	20.0		10.0	20.0	20.0
Total Split (s)	25.0	30.0	30.0	25.0	30.0	30.0	12.0	53.0		12.0	53.0	53.0
Total Split (%)	20.8%	25.0%	25.0%	20.8%	25.0%	25.0%	10.0%	44.2%		10.0%	44.2%	44.2%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5		3.5	3.5	3.5
All-Red Time (s)	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5		1.5	1.5	1.5
Lost Time Adjust (s)	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0		-1.0	-1.0	-1.0
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		4.0	4.0	4.0
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes		Yes	Yes	Yes							
Recall Mode	None	C-Max		None	C-Max	C-Max						
Act Effect Green (s)	14.3	16.5	16.5	13.8	16.0	16.0	8.0	66.5	120.0	9.4	67.8	67.8
Actuated g/C Ratio	0.12	0.14	0.14	0.12	0.13	0.13	0.07	0.55	1.00	0.08	0.56	0.56
v/c Ratio	0.56	0.52	0.14	0.54	0.61	0.15	0.19	0.19	0.07	0.32	0.25	0.22
Control Delay	54.9	51.7	0.9	55.0	54.4	1.1	54.5	15.4	0.1	56.1	13.3	1.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	54.9	51.7	0.9	55.0	54.4	1.1	54.5	15.4	0.1	56.1	13.3	1.8
LOS	D	D	A	E	D	A	D	B	A	E	B	A
Approach Delay		48.9			50.1			15.3			14.7	
Approach LOS		D			D			B			B	

Intersection Summary

Cycle Length: 120
 Actuated Cycle Length: 120
 Offset: 19 (16%), Referenced to phase 2:NBT and 6:SBT, Start of Green
 Natural Cycle: 60
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.61
 Intersection Signal Delay: 30.4
 Intersection LOS: C
 Intersection Capacity Utilization 43.6%
 ICU Level of Service A
 Analysis Period (min) 15

Splits and Phases: 3: S. 96th Street & W. Dillon Road



Intersection						
Int Delay, s/veh	0.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↕	↗		↕
Traffic Vol, veh/h	0	35	550	45	0	745
Future Vol, veh/h	0	35	550	45	0	745
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	0	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	38	598	49	0	810

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	-	299	0	0	-
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-
Critical Hdwy	-	6.94	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-
Follow-up Hdwy	-	3.32	-	-	-
Pot Cap-1 Maneuver	0	697	-	-	0
Stage 1	0	-	-	-	0
Stage 2	0	-	-	-	0
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	-	697	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	10.5	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBT
Capacity (veh/h)	-	-	697
HCM Lane V/C Ratio	-	-	0.055
HCM Control Delay (s)	-	-	10.5
HCM Lane LOS	-	-	B
HCM 95th %tile Q(veh)	-	-	0.2

HCM 6th TWSC
8: S. 96th Street & North Access

2024 Total
Sunday Peak

Intersection						
Int Delay, s/veh	0.4					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↕		↖	↕
Traffic Vol, veh/h	0	28	550	15	24	725
Future Vol, veh/h	0	28	550	15	24	725
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	0	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	30	598	16	26	788

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	-	307	0	0	614
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-
Critical Hdwy	-	6.94	-	-	4.14
Critical Hdwy Stg 1	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-
Follow-up Hdwy	-	3.32	-	-	2.22
Pot Cap-1 Maneuver	0	*860	-	-	*1286
Stage 1	0	-	-	-	-
Stage 2	0	-	-	-	-
Platoon blocked, %		1	-	-	1
Mov Cap-1 Maneuver	-	*860	-	-	*1286
Mov Cap-2 Maneuver	-	-	-	-	-
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9.3	0	0.3
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	860	* 1286
HCM Lane V/C Ratio	-	-	0.035	0.02
HCM Control Delay (s)	-	-	9.3	7.9
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0.1

Notes
 -: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Timings
12: S. 96th Street & Middle Access

2024 Total
Sunday Peak

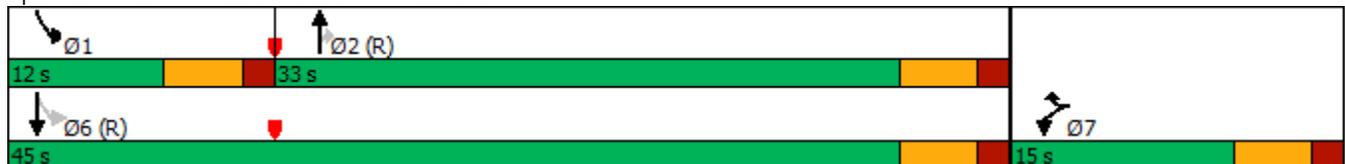
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	84	50	515	70	66	660
Future Volume (vph)	84	50	515	70	66	660
Turn Type	Prot	Prot	NA	Perm	pm+pt	NA
Protected Phases	7	7	2		1	6
Permitted Phases				2	6	
Detector Phase	7	7	2	2	1	6
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	23.0	23.0	23.0	23.0	10.0	23.0
Total Split (s)	15.0	15.0	33.0	33.0	12.0	45.0
Total Split (%)	25.0%	25.0%	55.0%	55.0%	20.0%	75.0%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.5	1.5	1.5	1.5	1.5	1.5
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag			Lag	Lag	Lead	
Lead-Lag Optimize?			Yes	Yes	Yes	
Recall Mode	None	None	C-Max	C-Max	None	C-Max
Act Effect Green (s)	8.1	8.1	38.0	38.0	44.0	45.0
Actuated g/C Ratio	0.14	0.14	0.63	0.63	0.73	0.75
v/c Ratio	0.38	0.21	0.25	0.07	0.11	0.27
Control Delay	27.8	9.6	14.3	9.8	3.7	3.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	27.8	9.6	14.3	9.8	3.7	3.7
LOS	C	A	B	A	A	A
Approach Delay	21.0		13.7			3.7
Approach LOS	C		B			A

Intersection Summary

Cycle Length: 60
 Actuated Cycle Length: 60
 Offset: 0 (0%), Referenced to phase 2:NBT and 6:SBTL, Start of Green
 Natural Cycle: 60
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.38
 Intersection Signal Delay: 9.3
 Intersection Capacity Utilization 35.6%
 Analysis Period (min) 15

Intersection LOS: A
 ICU Level of Service A

Splits and Phases: 12: S. 96th Street & Middle Access



HCM 6th TWSC
14: W. Dillon Road & East Access

2024 Total
Sunday Peak

Intersection						
Int Delay, s/veh	0.5					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑	↑		↑
Traffic Vol, veh/h	0	419	458	15	0	47
Future Vol, veh/h	0	419	458	15	0	47
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	0	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	455	498	16	0	51

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	-	0	-	0	249
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-
Critical Hdwy	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	3.32
Pot Cap-1 Maneuver	0	-	-	-	751
Stage 1	0	-	-	-	0
Stage 2	0	-	-	-	0
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	-	-	751
Mov Cap-2 Maneuver	-	-	-	-	-
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	10.1
HCM LOS			B

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	751
HCM Lane V/C Ratio	-	-	-	0.068
HCM Control Delay (s)	-	-	-	10.1
HCM Lane LOS	-	-	-	B
HCM 95th %tile Q(veh)	-	-	-	0.2

Timings
3: S. 96th Street & W. Dillon Road

2040 Background
AM Peak

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	230	300	180	471	339	95	255	970	685	114	1271	314
Future Volume (vph)	230	300	180	471	339	95	255	970	685	114	1271	314
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Free	Prot	NA	Perm
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases			4			8			Free			6
Detector Phase	7	4	4	3	8	8	5	2		1	6	6
Switch Phase												
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0		5.0	5.0	5.0
Minimum Split (s)	10.0	20.0	20.0	10.0	20.0	20.0	10.0	20.0		10.0	20.0	20.0
Total Split (s)	30.0	25.0	25.0	30.0	25.0	25.0	15.0	50.0		15.0	50.0	50.0
Total Split (%)	25.0%	20.8%	20.8%	25.0%	20.8%	20.8%	12.5%	41.7%		12.5%	41.7%	41.7%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5		3.5	3.5	3.5
All-Red Time (s)	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5		1.5	1.5	1.5
Lost Time Adjust (s)	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0		-1.0	-1.0	-1.0
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		4.0	4.0	4.0
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes		Yes	Yes	Yes							
Recall Mode	None	C-Max		None	C-Max	C-Max						
Act Effct Green (s)	14.9	17.4	17.4	23.0	25.5	25.5	13.6	53.5	120.0	10.2	50.1	50.1
Actuated g/C Ratio	0.12	0.14	0.14	0.19	0.21	0.21	0.11	0.45	1.00	0.08	0.42	0.42
v/c Ratio	0.58	0.62	0.53	0.76	0.48	0.24	0.70	0.65	0.46	0.42	0.92	0.39
Control Delay	54.8	53.5	16.7	53.8	43.3	7.4	61.9	29.9	1.0	56.3	44.7	4.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	54.8	53.5	16.7	53.8	43.3	7.4	61.9	29.9	1.0	56.3	44.7	4.7
LOS	D	D	B	D	D	A	E	C	A	E	D	A
Approach Delay		44.6			45.0			23.8			38.1	
Approach LOS		D			D			C			D	

Intersection Summary

Cycle Length: 120
 Actuated Cycle Length: 120
 Offset: 19 (16%), Referenced to phase 2:NBT and 6:SBT, Start of Green
 Natural Cycle: 90
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.92
 Intersection Signal Delay: 34.9
 Intersection LOS: C
 Intersection Capacity Utilization 77.5%
 ICU Level of Service D
 Analysis Period (min) 15

Splits and Phases: 3: S. 96th Street & W. Dillon Road



Timings
3: S. 96th Street & W. Dillon Road

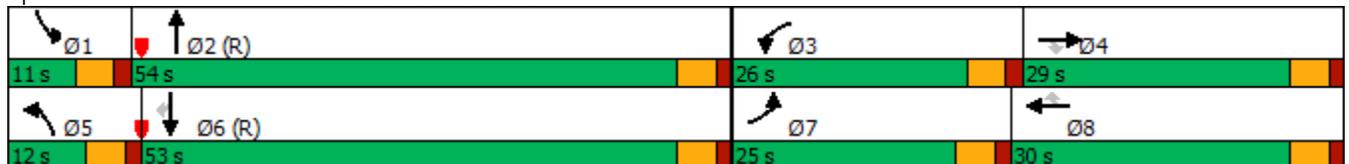
2040 Background
PM Peak

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	308	580	280	586	455	145	200	1361	480	136	972	217
Future Volume (vph)	308	580	280	586	455	145	200	1361	480	136	972	217
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Free	Prot	NA	Perm
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases			4			8			Free			6
Detector Phase	7	4	4	3	8	8	5	2		1	6	6
Switch Phase												
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0		5.0	5.0	5.0
Minimum Split (s)	10.0	20.0	20.0	10.0	20.0	20.0	10.0	20.0		10.0	20.0	20.0
Total Split (s)	25.0	29.0	29.0	26.0	30.0	30.0	12.0	54.0		11.0	53.0	53.0
Total Split (%)	20.8%	24.2%	24.2%	21.7%	25.0%	25.0%	10.0%	45.0%		9.2%	44.2%	44.2%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5		3.5	3.5	3.5
All-Red Time (s)	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5		1.5	1.5	1.5
Lost Time Adjust (s)	-2.0	-2.0	-2.0	-2.0	-2.0	-2.0	-2.0	-2.0		-2.0	-2.0	-2.0
Total Lost Time (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		3.0	3.0	3.0
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes		Yes	Yes	Yes							
Recall Mode	None	C-Max		None	C-Max	C-Max						
Act Effect Green (s)	18.4	25.4	25.4	23.0	30.0	30.0	9.6	51.3	120.0	8.3	50.0	50.0
Actuated g/C Ratio	0.15	0.21	0.21	0.19	0.25	0.25	0.08	0.43	1.00	0.07	0.42	0.42
v/c Ratio	0.62	0.82	0.69	0.94	0.54	0.31	0.77	0.95	0.32	0.60	0.69	0.29
Control Delay	52.5	54.9	34.9	71.1	42.1	12.0	73.7	47.1	0.5	65.7	31.8	3.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	52.5	54.9	34.9	71.1	42.1	12.0	73.7	47.1	0.5	65.7	31.8	3.8
LOS	D	D	C	E	D	B	E	D	A	E	C	A
Approach Delay		49.5			52.7			38.8			30.7	
Approach LOS		D			D			D			C	

Intersection Summary

Cycle Length: 120
 Actuated Cycle Length: 120
 Offset: 19 (16%), Referenced to phase 2:NBT and 6:SBT, Start of Green
 Natural Cycle: 90
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.95
 Intersection Signal Delay: 42.0
 Intersection LOS: D
 Intersection Capacity Utilization 87.9%
 ICU Level of Service E
 Analysis Period (min) 15

Splits and Phases: 3: S. 96th Street & W. Dillon Road



Timings
3: S. 96th Street & W. Dillon Road

2040 Background
Sunday Peak

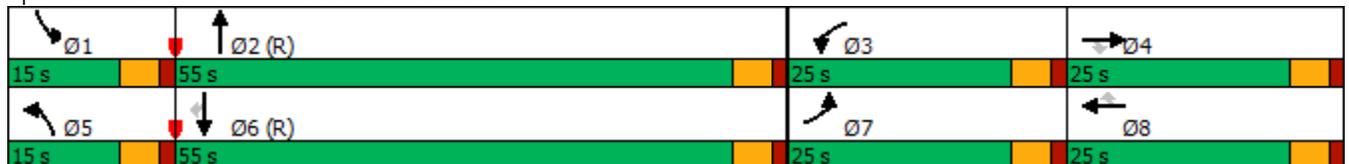
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	214	325	55	232	331	57	55	396	150	81	597	251
Future Volume (vph)	214	325	55	232	331	57	55	396	150	81	597	251
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Free	Prot	NA	Perm
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases			4			8			Free			6
Detector Phase	7	4	4	3	8	8	5	2		1	6	6
Switch Phase												
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0		5.0	5.0	5.0
Minimum Split (s)	10.0	20.0	20.0	10.0	20.0	20.0	10.0	20.0		10.0	20.0	20.0
Total Split (s)	25.0	25.0	25.0	25.0	25.0	25.0	15.0	55.0		15.0	55.0	55.0
Total Split (%)	20.8%	20.8%	20.8%	20.8%	20.8%	20.8%	12.5%	45.8%		12.5%	45.8%	45.8%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5		3.5	3.5	3.5
All-Red Time (s)	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5		1.5	1.5	1.5
Lost Time Adjust (s)	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0		-1.0	-1.0	-1.0
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		4.0	4.0	4.0
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes		Yes	Yes	Yes							
Recall Mode	None	C-Max		None	C-Max	C-Max						
Act Effct Green (s)	14.4	18.3	18.3	15.1	18.9	18.9	8.5	61.3	120.0	9.3	64.3	64.3
Actuated g/C Ratio	0.12	0.15	0.15	0.13	0.16	0.16	0.07	0.51	1.00	0.08	0.54	0.54
v/c Ratio	0.57	0.66	0.18	0.58	0.65	0.18	0.25	0.24	0.10	0.33	0.34	0.28
Control Delay	55.0	53.6	1.8	54.8	52.6	2.2	54.8	18.1	0.1	55.4	18.3	3.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	55.0	53.6	1.8	54.8	52.6	2.2	54.8	18.1	0.1	55.4	18.3	3.1
LOS	D	D	A	D	D	A	D	B	A	E	B	A
Approach Delay		49.3			48.8			17.0			17.4	
Approach LOS		D			D			B			B	

Intersection Summary

Cycle Length: 120
 Actuated Cycle Length: 120
 Offset: 19 (16%), Referenced to phase 2:NBT and 6:SBT, Start of Green
 Natural Cycle: 60
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.66
 Intersection Signal Delay: 31.3
 Intersection Capacity Utilization 49.6%
 Analysis Period (min) 15

Intersection LOS: C
 ICU Level of Service A

Splits and Phases: 3: S. 96th Street & W. Dillon Road



Timings
3: S. 96th Street & W. Dillon Road

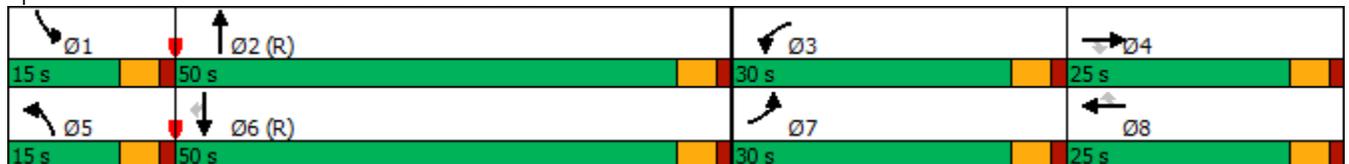
2040 Total
AM Peak

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	350	300	180	525	375	110	255	1150	685	150	1325	350
Future Volume (vph)	350	300	180	525	375	110	255	1150	685	150	1325	350
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Free	Prot	NA	Perm
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases			4			8			Free			6
Detector Phase	7	4	4	3	8	8	5	2		1	6	6
Switch Phase												
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0		5.0	5.0	5.0
Minimum Split (s)	10.0	20.0	20.0	10.0	20.0	20.0	10.0	20.0		10.0	20.0	20.0
Total Split (s)	30.0	25.0	25.0	30.0	25.0	25.0	15.0	50.0		15.0	50.0	50.0
Total Split (%)	25.0%	20.8%	20.8%	25.0%	20.8%	20.8%	12.5%	41.7%		12.5%	41.7%	41.7%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5		3.5	3.5	3.5
All-Red Time (s)	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5		1.5	1.5	1.5
Lost Time Adjust (s)	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0		-1.0	-1.0	-1.0
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		4.0	4.0	4.0
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes		Yes	Yes	Yes							
Recall Mode	None	C-Max		None	C-Max	C-Max						
Act Effct Green (s)	19.2	17.2	17.2	24.1	22.1	22.1	13.3	51.7	120.0	11.0	49.4	49.4
Actuated g/C Ratio	0.16	0.14	0.14	0.20	0.18	0.18	0.11	0.43	1.00	0.09	0.41	0.41
v/c Ratio	0.68	0.63	0.54	0.81	0.61	0.30	0.71	0.80	0.46	0.51	0.97	0.44
Control Delay	53.7	53.9	17.8	55.7	49.2	9.4	62.9	35.9	1.0	57.8	54.0	8.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	53.7	53.9	17.8	55.7	49.2	9.4	62.9	35.9	1.0	57.8	54.0	8.7
LOS	D	D	B	E	D	A	E	D	A	E	D	A
Approach Delay		46.0			48.2			27.7			45.6	
Approach LOS		D			D			C			D	

Intersection Summary

Cycle Length: 120
 Actuated Cycle Length: 120
 Offset: 19 (16%), Referenced to phase 2:NBT and 6:SBT, Start of Green
 Natural Cycle: 90
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.97
 Intersection Signal Delay: 39.6
 Intersection LOS: D
 Intersection Capacity Utilization 80.5%
 ICU Level of Service D
 Analysis Period (min) 15

Splits and Phases: 3: S. 96th Street & W. Dillon Road



HCM 6th TWSC
6: S. 96th Street & South Access

2040 Total
AM Peak

Intersection						
Int Delay, s/veh	0.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↕	↗		↕
Traffic Vol, veh/h	0	64	1445	165	0	1825
Future Vol, veh/h	0	64	1445	165	0	1825
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	0	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	70	1571	179	0	1984

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	-	786	0	0	-
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-
Critical Hdwy	-	6.94	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-
Follow-up Hdwy	-	3.32	-	-	-
Pot Cap-1 Maneuver	0	335	-	-	0
Stage 1	0	-	-	-	0
Stage 2	0	-	-	-	0
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	-	335	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	18.5	0	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBT
Capacity (veh/h)	-	-	335
HCM Lane V/C Ratio	-	-	0.208
HCM Control Delay (s)	-	-	18.5
HCM Lane LOS	-	-	C
HCM 95th %tile Q(veh)	-	-	0.8

HCM 6th TWSC
8: S. 96th Street & North Access

2040 Total
AM Peak

Intersection						
Int Delay, s/veh	0.5					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↕		↖	↕
Traffic Vol, veh/h	0	48	1395	68	85	1855
Future Vol, veh/h	0	48	1395	68	85	1855
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	0	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	52	1516	74	92	2016

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	-	795	0	0	1590
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-
Critical Hdwy	-	6.94	-	-	4.14
Critical Hdwy Stg 1	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-
Follow-up Hdwy	-	3.32	-	-	2.22
Pot Cap-1 Maneuver	0	*495	-	-	*740
Stage 1	0	-	-	-	-
Stage 2	0	-	-	-	-
Platoon blocked, %		1	-	-	1
Mov Cap-1 Maneuver	-	*495	-	-	*740
Mov Cap-2 Maneuver	-	-	-	-	-
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	13.1	0	0.5
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	495	*740
HCM Lane V/C Ratio	-	-	0.105	0.125
HCM Control Delay (s)	-	-	13.1	10.6
HCM Lane LOS	-	-	B	B
HCM 95th %tile Q(veh)	-	-	0.4	0.4

Notes
 -: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Timings
12: S. 96th Street & Middle Access

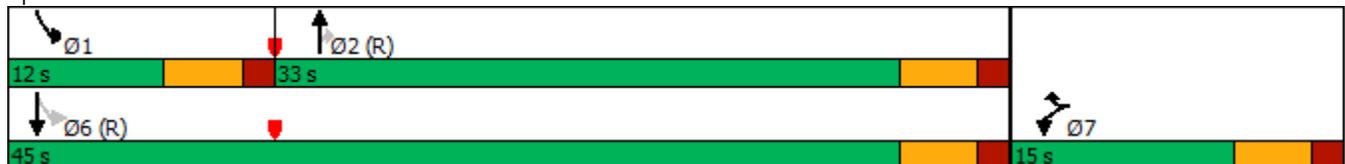
2040 Total
AM Peak

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	151	86	1375	136	181	1675
Future Volume (vph)	151	86	1375	136	181	1675
Turn Type	Prot	Prot	NA	Perm	pm+pt	NA
Protected Phases	7	7	2		1	6
Permitted Phases				2	6	
Detector Phase	7	7	2	2	1	6
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	23.0	23.0	23.0	23.0	10.0	23.0
Total Split (s)	15.0	15.0	33.0	33.0	12.0	45.0
Total Split (%)	25.0%	25.0%	55.0%	55.0%	20.0%	75.0%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.5	1.5	1.5	1.5	1.5	1.5
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag			Lag	Lag	Lead	
Lead-Lag Optimize?			Yes	Yes	Yes	
Recall Mode	None	None	C-Max	C-Max	None	C-Max
Act Effect Green (s)	9.1	9.1	31.4	31.4	43.2	44.2
Actuated g/C Ratio	0.15	0.15	0.52	0.52	0.72	0.74
v/c Ratio	0.61	0.29	0.81	0.16	0.60	0.70
Control Delay	33.8	8.6	32.9	5.1	16.1	7.9
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	33.8	8.6	32.9	5.1	16.1	7.9
LOS	C	A	C	A	B	A
Approach Delay	24.7		30.4			8.7
Approach LOS	C		C			A

Intersection Summary

Cycle Length: 60
 Actuated Cycle Length: 60
 Offset: 0 (0%), Referenced to phase 2:NBT and 6:SBTL, Start of Green
 Natural Cycle: 70
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.81
 Intersection Signal Delay: 18.8
 Intersection Capacity Utilization 68.9%
 Analysis Period (min) 15
 Intersection LOS: B
 ICU Level of Service C

Splits and Phases: 12: S. 96th Street & Middle Access



HCM 6th TWSC
14: W. Dillon Road & East Access

2040 Total
AM Peak

Intersection						
Int Delay, s/veh	0.6					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑	↑		↑
Traffic Vol, veh/h	0	1135	920	45	0	90
Future Vol, veh/h	0	1135	920	45	0	90
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	0	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	1234	1000	49	0	98

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	-	0	-	0	500
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-
Critical Hdwy	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	3.32
Pot Cap-1 Maneuver	0	-	-	-	516
Stage 1	0	-	-	-	-
Stage 2	0	-	-	-	-
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	-	-	516
Mov Cap-2 Maneuver	-	-	-	-	-
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	13.6
HCM LOS			B

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	516
HCM Lane V/C Ratio	-	-	-	0.19
HCM Control Delay (s)	-	-	-	13.6
HCM Lane LOS	-	-	-	B
HCM 95th %tile Q(veh)	-	-	-	0.7

Timings
3: S. 96th Street & W. Dillon Road

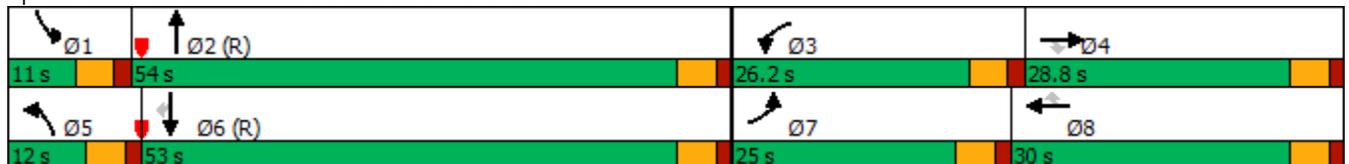
2040 Total
PM Peak

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	350	580	280	625	475	150	200	1425	480	175	1050	275
Future Volume (vph)	350	580	280	625	475	150	200	1425	480	175	1050	275
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Free	Prot	NA	Perm
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases			4			8			Free			6
Detector Phase	7	4	4	3	8	8	5	2		1	6	6
Switch Phase												
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0		5.0	5.0	5.0
Minimum Split (s)	10.0	20.0	20.0	10.0	20.0	20.0	10.0	20.0		10.0	20.0	20.0
Total Split (s)	25.0	28.8	28.8	26.2	30.0	30.0	12.0	54.0		11.0	53.0	53.0
Total Split (%)	20.8%	24.0%	24.0%	21.8%	25.0%	25.0%	10.0%	45.0%		9.2%	44.2%	44.2%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5		3.5	3.5	3.5
All-Red Time (s)	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5		1.5	1.5	1.5
Lost Time Adjust (s)	-2.0	-2.0	-2.0	-2.0	-2.0	-2.0	-2.0	-2.0		-2.0	-2.0	-2.0
Total Lost Time (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		3.0	3.0	3.0
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes		Yes	Yes	Yes							
Recall Mode	None	C-Max		None	C-Max	C-Max						
Act Effct Green (s)	19.4	25.2	25.2	23.2	29.0	29.0	9.5	51.0	120.0	8.6	50.1	50.1
Actuated g/C Ratio	0.16	0.21	0.21	0.19	0.24	0.24	0.08	0.42	1.00	0.07	0.42	0.42
v/c Ratio	0.66	0.81	0.69	0.98	0.58	0.33	0.76	0.99	0.32	0.74	0.74	0.35
Control Delay	52.9	54.9	36.0	79.2	43.7	14.2	73.1	54.6	0.5	66.7	33.4	5.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	52.9	54.9	36.0	79.2	43.7	14.2	73.1	54.6	0.5	66.7	33.4	5.3
LOS	D	D	D	E	D	B	E	D	A	E	C	A
Approach Delay		49.9			57.9			44.1			32.1	
Approach LOS		D			E			D			C	

Intersection Summary

Cycle Length: 120
 Actuated Cycle Length: 120
 Offset: 19 (16%), Referenced to phase 2:NBT and 6:SBT, Start of Green
 Natural Cycle: 90
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.99
 Intersection Signal Delay: 45.1
 Intersection LOS: D
 Intersection Capacity Utilization 91.6%
 ICU Level of Service F
 Analysis Period (min) 15

Splits and Phases: 3: S. 96th Street & W. Dillon Road



HCM 6th TWSC
6: S. 96th Street & South Access

2040 Total
PM Peak

Intersection						
Int Delay, s/veh	0.8					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↕	↗		↕
Traffic Vol, veh/h	0	86	1900	25	0	1500
Future Vol, veh/h	0	86	1900	25	0	1500
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	0	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	93	2065	27	0	1630

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	-	1033	0	0	-
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-
Critical Hdwy	-	6.94	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-
Follow-up Hdwy	-	3.32	-	-	-
Pot Cap-1 Maneuver	0	230	-	-	0
Stage 1	0	-	-	-	0
Stage 2	0	-	-	-	0
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	-	230	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	31	0	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBT
Capacity (veh/h)	-	-	230
HCM Lane V/C Ratio	-	-	0.406
HCM Control Delay (s)	-	-	31
HCM Lane LOS	-	-	D
HCM 95th %tile Q(veh)	-	-	1.9

HCM 6th TWSC
8: S. 96th Street & North Access

2040 Total
PM Peak

Intersection						
Int Delay, s/veh	0.5					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↕		↖	↕
Traffic Vol, veh/h	0	56	1915	46	40	1370
Future Vol, veh/h	0	56	1915	46	40	1370
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	0	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	61	2082	50	43	1489

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	-	1066	0
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	6.94	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	3.32	-
Pot Cap-1 Maneuver	0	*286	-
Stage 1	0	-	-
Stage 2	0	-	-
Platoon blocked, %		1	-
Mov Cap-1 Maneuver	-	*286	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	21	0	0.4
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	286	* 428
HCM Lane V/C Ratio	-	-	0.213	0.102
HCM Control Delay (s)	-	-	21	14.4
HCM Lane LOS	-	-	C	B
HCM 95th %tile Q(veh)	-	-	0.8	0.3

Notes
 -: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Timings
12: S. 96th Street & Middle Access

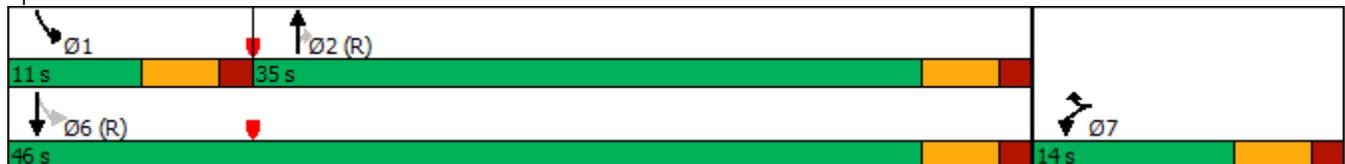
2040 Total
PM Peak

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	200	63	1900	88	70	1300
Future Volume (vph)	200	63	1900	88	70	1300
Turn Type	Prot	Prot	NA	Perm	pm+pt	NA
Protected Phases	7	7	2		1	6
Permitted Phases				2	6	
Detector Phase	7	7	2	2	1	6
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	23.0	23.0	23.0	23.0	10.0	23.0
Total Split (s)	14.0	14.0	35.0	35.0	11.0	46.0
Total Split (%)	23.3%	23.3%	58.3%	58.3%	18.3%	76.7%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.5	1.5	1.5	1.5	1.5	1.5
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag			Lag	Lag	Lead	
Lead-Lag Optimize?			Yes	Yes	Yes	
Recall Mode	None	None	C-Max	C-Max	None	C-Max
Act Effect Green (s)	9.0	9.0	34.4	34.4	41.0	41.0
Actuated g/C Ratio	0.15	0.15	0.57	0.57	0.68	0.68
v/c Ratio	0.82	0.23	1.02	0.10	0.26	0.58
Control Delay	52.1	9.3	52.7	3.8	5.4	6.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	52.1	9.3	52.7	3.8	5.4	6.2
LOS	D	A	D	A	A	A
Approach Delay	41.9		50.6			6.2
Approach LOS	D		D			A

Intersection Summary

Cycle Length: 60
 Actuated Cycle Length: 60
 Offset: 0 (0%), Referenced to phase 2:NBT and 6:SBTL, Start of Green
 Natural Cycle: 90
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 1.02
 Intersection Signal Delay: 33.1
 Intersection Capacity Utilization 77.6%
 Analysis Period (min) 15
 Intersection LOS: C
 ICU Level of Service D

Splits and Phases: 12: S. 96th Street & Middle Access



HCM 6th TWSC
14: W. Dillon Road & East Access

2040 Total
PM Peak

Intersection						
Int Delay, s/veh	0.4					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑	↑		↑
Traffic Vol, veh/h	0	1235	1190	16	0	59
Future Vol, veh/h	0	1235	1190	16	0	59
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	0	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	1342	1293	17	0	64

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	-	0	-	0	647
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-
Critical Hdwy	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	3.32
Pot Cap-1 Maneuver	0	-	-	-	414
Stage 1	0	-	-	-	-
Stage 2	0	-	-	-	-
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	-	-	414
Mov Cap-2 Maneuver	-	-	-	-	-
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	15.3
HCM LOS			C

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	414
HCM Lane V/C Ratio	-	-	-	0.155
HCM Control Delay (s)	-	-	-	15.3
HCM Lane LOS	-	-	-	C
HCM 95th %tile Q(veh)	-	-	-	0.5

Timings
3: S. 96th Street & W. Dillon Road

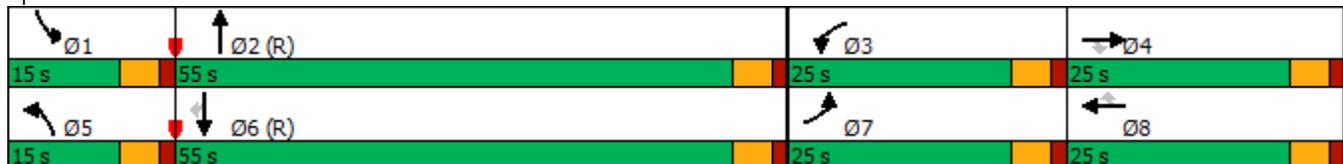
2040 Total
Sunday Peak

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	250	325	55	260	350	60	55	450	150	100	625	270
Future Volume (vph)	250	325	55	260	350	60	55	450	150	100	625	270
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Free	Prot	NA	Perm
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases			4			8			Free			6
Detector Phase	7	4	4	3	8	8	5	2		1	6	6
Switch Phase												
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0		5.0	5.0	5.0
Minimum Split (s)	10.0	20.0	20.0	10.0	20.0	20.0	10.0	20.0		10.0	20.0	20.0
Total Split (s)	25.0	25.0	25.0	25.0	25.0	25.0	15.0	55.0		15.0	55.0	55.0
Total Split (%)	20.8%	20.8%	20.8%	20.8%	20.8%	20.8%	12.5%	45.8%		12.5%	45.8%	45.8%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5		3.5	3.5	3.5
All-Red Time (s)	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5		1.5	1.5	1.5
Lost Time Adjust (s)	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0		-1.0	-1.0	-1.0
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		4.0	4.0	4.0
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes		Yes	Yes	Yes							
Recall Mode	None	C-Max		None	C-Max	C-Max						
Act Effect Green (s)	15.8	18.4	18.4	16.1	18.8	18.8	8.5	59.6	120.0	9.8	63.1	63.1
Actuated g/C Ratio	0.13	0.15	0.15	0.13	0.16	0.16	0.07	0.50	1.00	0.08	0.53	0.53
v/c Ratio	0.60	0.65	0.18	0.61	0.69	0.19	0.25	0.28	0.10	0.39	0.36	0.30
Control Delay	54.6	53.3	1.8	54.6	54.3	2.9	54.8	19.4	0.1	51.8	17.6	3.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	54.6	53.3	1.8	54.6	54.3	2.9	54.8	19.4	0.1	51.8	17.6	3.1
LOS	D	D	A	D	D	A	D	B	A	D	B	A
Approach Delay		49.3			49.8			17.9			17.1	
Approach LOS		D			D			B			B	

Intersection Summary

Cycle Length: 120
 Actuated Cycle Length: 120
 Offset: 19 (16%), Referenced to phase 2:NBT and 6:SBT, Start of Green
 Natural Cycle: 60
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.69
 Intersection Signal Delay: 31.6
 Intersection LOS: C
 Intersection Capacity Utilization 51.6%
 ICU Level of Service A
 Analysis Period (min) 15

Splits and Phases: 3: S. 96th Street & W. Dillon Road



Intersection						
Int Delay, s/veh	0.2					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↕	↗		↕
Traffic Vol, veh/h	0	35	715	45	0	995
Future Vol, veh/h	0	35	715	45	0	995
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	0	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	38	777	49	0	1082

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	-	389	0	0	-
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-
Critical Hdwy	-	6.94	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-
Follow-up Hdwy	-	3.32	-	-	-
Pot Cap-1 Maneuver	0	610	-	-	0
Stage 1	0	-	-	-	0
Stage 2	0	-	-	-	0
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	-	610	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	11.3	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBT
Capacity (veh/h)	-	-	610
HCM Lane V/C Ratio	-	-	0.062
HCM Control Delay (s)	-	-	11.3
HCM Lane LOS	-	-	B
HCM 95th %tile Q(veh)	-	-	0.2

HCM 6th TWSC
8: S. 96th Street & North Access

2040 Total
Sunday Peak

Intersection						
Int Delay, s/veh	0.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↕		↖	↕
Traffic Vol, veh/h	0	28	715	15	24	975
Future Vol, veh/h	0	28	715	15	24	975
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	0	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	30	777	16	26	1060

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	-	397	0	0	793
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-
Critical Hdwy	-	6.94	-	-	4.14
Critical Hdwy Stg 1	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-
Follow-up Hdwy	-	3.32	-	-	2.22
Pot Cap-1 Maneuver	0	*807	-	-	1169
Stage 1	0	-	-	-	-
Stage 2	0	-	-	-	-
Platoon blocked, %		1	-	-	1
Mov Cap-1 Maneuver	-	*807	-	-	1169
Mov Cap-2 Maneuver	-	-	-	-	-
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9.6	0	0.2
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	807	1169
HCM Lane V/C Ratio	-	-	0.038	0.022
HCM Control Delay (s)	-	-	9.6	8.2
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0.1

Notes
 -: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Timings
12: S. 96th Street & Middle Access

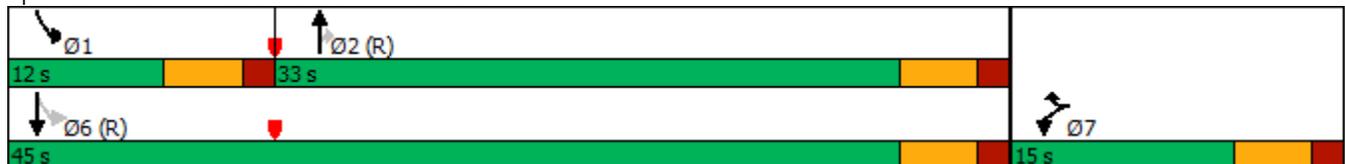
2040 Total
Sunday Peak

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	84	50	680	70	66	910
Future Volume (vph)	84	50	680	70	66	910
Turn Type	Prot	Prot	NA	Perm	pm+pt	NA
Protected Phases	7	7	2		1	6
Permitted Phases				2	6	
Detector Phase	7	7	2	2	1	6
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	23.0	23.0	23.0	23.0	10.0	23.0
Total Split (s)	15.0	15.0	33.0	33.0	12.0	45.0
Total Split (%)	25.0%	25.0%	55.0%	55.0%	20.0%	75.0%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.5	1.5	1.5	1.5	1.5	1.5
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag			Lag	Lag	Lead	
Lead-Lag Optimize?			Yes	Yes	Yes	
Recall Mode	None	None	C-Max	C-Max	None	C-Max
Act Effect Green (s)	8.1	8.1	38.0	38.0	44.0	45.0
Actuated g/C Ratio	0.14	0.14	0.63	0.63	0.73	0.75
v/c Ratio	0.38	0.21	0.33	0.07	0.13	0.37
Control Delay	27.8	9.6	16.5	10.5	3.8	4.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	27.8	9.6	16.5	10.5	3.8	4.2
LOS	C	A	B	B	A	A
Approach Delay	21.0		15.9			4.2
Approach LOS	C		B			A

Intersection Summary

Cycle Length: 60
 Actuated Cycle Length: 60
 Offset: 0 (0%), Referenced to phase 2:NBT and 6:SBTL, Start of Green
 Natural Cycle: 60
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.38
 Intersection Signal Delay: 10.1
 Intersection Capacity Utilization 40.1%
 Analysis Period (min) 15
 Intersection LOS: B
 ICU Level of Service A

Splits and Phases: 12: S. 96th Street & Middle Access



HCM 6th TWSC
14: W. Dillon Road & East Access

2040 Total
Sunday Peak

Intersection						
Int Delay, s/veh	0.4					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑	↑		↑
Traffic Vol, veh/h	0	575	625	15	0	47
Future Vol, veh/h	0	575	625	15	0	47
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	0	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	625	679	16	0	51

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	-	0	-	0	340
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-
Critical Hdwy	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	3.32
Pot Cap-1 Maneuver	0	-	-	-	656
Stage 1	0	-	-	-	0
Stage 2	0	-	-	-	0
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	-	-	656
Mov Cap-2 Maneuver	-	-	-	-	-
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	11
HCM LOS			B

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	656
HCM Lane V/C Ratio	-	-	-	0.078
HCM Control Delay (s)	-	-	-	11
HCM Lane LOS	-	-	-	B
HCM 95th %tile Q(veh)	-	-	-	0.3

**SECOND AMENDED AND RESTATED
PLANNED COMMUNITY ZONE DISTRICT AGREEMENT
St. Louis Parish and Commercial Park General Development Plan**

THIS SECOND AMENDED AND RESTATED PLANNED COMMUNITY ZONE DISTRICT AGREEMENT is made and entered into this ___ of _____, 2020, by and between the ARCHDIOCESE OF DENVER, a Colorado corporation sole, as Trustee and for the benefit of St. Louis Catholic Parish, a separate public juridic person under the 1983 Code of Canon Law for the Roman Catholic Church (the “**Archdiocese**”), ASCENT COMMUNITY CHURCH, a Colorado nonprofit corporation (“**Ascent**”), and ADRIAN D. GAMES (“**Games**” and together with the Archdiocese and Ascent, collectively, the “**Owners**”), and the CITY OF LOUISVILLE, a Colorado home rule municipal corporation (sometimes hereinafter referred to as the “**City**”).

WITNESSETH:

WHEREAS, the Archdiocese, Richard K. Johnson and Mary K. Johnson (prior owners of the parcel of land now owned by Ascent), and Games collectively previously entered into a Planned Community Zoned District Zoning Agreement, dated September 21, 2004, and recorded in the office of the Clerk and Recorder of Boulder County, Colorado, on March 5, 2010, at Reception No. 03062045, for that land 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 the presently subdivided portions thereof are each sometimes referred to herein as a “**Parcel**”, designated as the “**Archdiocese Parcel**” which is owned by the Archdiocese, the “**Ascent Parcel**”, which is owned by Ascent, and the “**Games Parcel**”, which is owned by Games); and

WHEREAS, the Archdiocese, Colorado Tennis Facilities, LLC, a Colorado limited liability company (prior owner of the parcel of land now owned by Ascent), and Games collectively previously entered into an Amended and Restated Planned Community Zoned District Zoning Agreement, dated January 24, 2018, and recorded in the office of the Clerk and Recorder of Boulder County, Colorado, on January 24, 2018, at Reception No. 036376295, for the Property; and

WHEREAS, the Owners collectively desire to enter into a revised Planned Community Zoned District Zoning Agreement for the Property and to amend and restate it in its entirety; and

WHEREAS, Owners acknowledge that the Property and the use and development of 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; and

WHEREAS, Owners acknowledge that the need for conveyances and dedication of certain property, including but not limited to property for rights-of-way and easements to the City of 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; and

WHEREAS, the Planned Community Zone District regulations of the City require that such a zone district be accompanied by an agreement, and the development regulations of the City require that the public improvement obligations be guaranteed in a form acceptable to the City; and

WHEREAS, Ascent is under contract to sell the Ascent Parcel to United Properties Development, LLC, a Minnesota limited liability company (“**United**”) and United intends to acquire and develop the Ascent Parcel upon receipt of approvals from the City, but the Archdiocese and Games do not have immediate plans for the development of the Archdiocese Parcel and the Games Parcel, respectively; and

WHEREAS, this Agreement is intended to set forth mutual understandings of the parties regarding the Planned Community Zone District for the Property, including uses for the Property, the phasing of public and private infrastructure improvements to serve the Property, the manner in which those improvements will be guaranteed and installed by the Owners, and related matters; and

WHEREAS, the Owners and the City acknowledge that Planned Community Zoned District (PCZD) zoning provides the mechanism by which the Owners may assemble their respective properties into the framework of an overall General Development Plan (GDP), in order to coordinate development, design, access, circulation, and infrastructure requirements into a unified plan;

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. GENERAL CONDITIONS

1.1 PCZD General Development Plan. Development of the Property shall be in accordance with the St. Louis Parish and Commercial Park General Development Plan, as approved by City Council and in effect from time to time, which current General Development Plan is recorded in the office of the Clerk and Recorder of Boulder County, Colorado at Reception No. 03062044, as amended by First Amendment to General Development Plan recorded in the office of the Clerk and Recorder of Boulder County, Colorado at Reception No. 03637627, and as further amended by Second Amendment to General Development Plan recorded in the office of the Clerk and Recorder of Boulder County, Colorado at Reception No. _____ (collectively, the “**General Development Plan**”). The General Development Plan shall be binding upon the Owners and shall limit and control the issuance and validity of all building permits for the Property. The General Development Plan shall further serve to restrict and limit the construction, location, use and operation of all land and structures included within Property to all conditions and limitations set forth in the General Development Plan. All development within the General Development Plan shall occur in accordance with the provisions of the Louisville Municipal Code (the “**LMC**”).

1.2 Responsibility to Subdivide. The first of the Owners who intends to participate in the division of the Property for the purposes of sale or development, or who desires to construct a structure upon any portion of the Property, shall be required to plat the entire Property under the subdivision requirements of the LMC. The scope of the subdivision request shall be for the entire Property and shall be processed both as a preliminary and final subdivision process. The Owners agree that no portion of the Property shall be divided for purposes of sale or development, and no building permits shall be issued for any structure, until the entire Property has been platted, and that this requirement applies irrespective of the Owners' Parcels' existing boundaries. All Owners shall execute the initial plat of the Property.

1.3 Engineering Services. The Owners agree to furnish, at their expense, all necessary engineering services relating to the design, development and construction of the Property and public improvements to serve the Property. Said engineering services shall be performed by or under the supervision of a Registered Professional Engineer or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law; and shall conform to the standards and criteria for public improvements as established and approved by the City as of the date of submittal to the City.

1.4 Subdivision Agreement. Prior to the presentation and acceptance of a final subdivision plat by the City Council, the Owners shall execute a subdivision agreement with the City that guarantees the construction of all required public improvements. The subdivision agreement may provide for phasing of public improvements; however, any phasing plan shall be acceptable to and approved by the City. Further, building permits will be issued for only that phase of the subdivision for which the required financial guarantee has been provided. The required guarantee shall be cash escrow or an irrevocable letter of credit in form and substance acceptable to the City. The subdivision agreement shall detail the amount duration and terms of release of such guarantee.

1.5 Public Improvements. The Owners agree 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, resolutions and other applicable standards, subject to any reimbursement which may be provided for in such ordinances, resolutions, and standards; to make such other improvements as required by City ordinances, resolutions and standards; to guarantee construction of all required improvements, and, if requested by the City, to dedicate to the City any or all other required improvements. In addition to those improvements which may be described in Exhibit B of the required subdivision agreement, the Owners shall also be responsible for coordination of and payment for installation of on-site and off-site electric, streetlights, natural gas, telephone and utilities. All utilities shall be placed underground to the extent required by the LMC or applicable City standards.

1.6 Development Phasing. Owners agree that no development of Zone 3, as shown on the General Development Plan, shall commence prior to the development of Zone 2A, as shown on such Plan. Subject to the foregoing requirement, development of the Property may be phased in accordance with an approved phasing plan as established in an executed and recorded subdivision agreement. Such approved phasing plan shall be reflected in Exhibit B of a final subdivision agreement. The completion of each phase of the development, including public and

private improvements, shall be in accordance with the General Development Plan and the completion schedules set forth in the approved phasing plan, or City approved modifications thereof. All modifications shall be in writing and signed by the City Manager or the Manager's designee.

1.7 Plan Submission and Approval. Prior to development and in accordance with subdivision requirements of the LMC, the Owners shall furnish to the City complete plans for each phase of the public improvements. The Owners shall obtain approval of each phase prior to commencing any construction work thereon. No work shall commence on any phase of improvements until the City has approved the plans therefor and the Owners have posted the required improvement guarantee for such phase of improvements. The improvement guarantee shall include, but not by way of limitation, street construction, landscaping, fencing, streetlights, water, sewer, storm sewer and drainage improvements. Building permits shall be issued for only that phase of the development for which said guarantee has been furnished.

2. PUBLIC USE DEDICATION

2.1 Public Use Dedication. Owners shall comply with the public use dedication requirements within the LMC for the entire Property at or prior to the recording of the first subdivision plat for the Property. It is intended that all or some portion of the required public use dedication will be to establish and enhance regional trail connectivity in or through the City. Conveyance of public use land shall be by Special Warranty Deed in form and substance satisfactory to the City Manager or the Manager's designee. The Owners shall, at Owners expense, furnish a commitment for title insurance on any property proposed to be dedicated to the City. The property shall be free and clear of liens, taxes and encumbrances, except for ad valorem real property taxes for the year of conveyance (which shall be prorated and paid by Owners) and thereafter, but subject to all easements, rights-of-way, reservations, restrictions, or other title burdens of record which are acceptable to the City, or those easements and rights-of-way which would be readily apparent from a physical inspection. The Owners shall, at their expense, cause a title policy in conformance herewith to be delivered to the City at the time of the conveyance. Nothing herein is intended to or shall be construed to affect the discretion of the Louisville Planning Commission or City Council to evaluate and approve or reject any proposed public use dedication under the criteria set forth in the LMC.

3. DEVELOPMENT STANDARDS

3.1 Development Standards. Development of the property shall be controlled by the requirements of the General Development Plan and the Commercial Development Design Standards and Guidelines (CDDSG) as amended from time to time. Where there may be a conflict between the GDP and the CDDSG, the more restrictive standard shall apply. Additionally, all of the Property shall be developed as a Planned Unit Development (PUD) overlay district. The PUD overlay requires that a preliminary and final PUD development plan be submitted for development within the Property, and that such development occur in accordance with currently adopted PUD standards and criteria in the LMC.

3.2 Development Density. Commercial development for the Property shall be allocated within Zones 2 and 3 in accordance with density allocations reflected on the General Development Plan. The allocation of density and bulk restrictions applicable to each respective zone and subzone shall be governed by the requirements of the General Development Plan. Transfer of density from one zone to another shall require an amendment to the General Development Plan in the same manner as the current General Development Plan.

3.3 Permitted and Special Review Uses. Development of the Property is limited to the permitted and special review uses set forth below. No permitted or special review use may be commenced unless the City has approved a preliminary and final PUD development plan for such use pursuant to the PUD procedures, standards and criteria set forth in the LMC, as in effect from time to time. Further, no special review use may be commenced unless approved pursuant to the special review use procedures, standards and criteria set forth in the LMC as in effect from time to time. Uses not expressly listed are prohibited. Such applications may be processed concurrently to the extent permitted by the LMC, as in effect from time to time. It is acknowledged that application of the foregoing standards and criteria may serve to limit or prevent development of particular uses. The permitted and special review uses for the Property are as follows:

3.3.1 Zone One (approx. 16.2 acres)

1. Religious institutions
2. Schools
3. Ancillary facilities typically and commonly associated with religious institutions and schools including a rectory, administrative offices and a child care center as determined by the Planning Commission and City Council during the PUD process.

3.3.2 Zone Two (approx. 31.8 acres)

1. Continuation of the existing residential uses on the property.
2. Religious Institutions
3. All other uses in Zone One - use by Special Review Use
4. Professional, Business and Administrative offices.
5. Professional medical offices and clinics.
6. Financial offices and banks.
7. Cultural facilities such as museums, theaters, and art galleries – use by Special Review Use.

8. Pedestrian plazas, pedestrian ways, inclusive of outdoor amenities as outdoor art exhibit facilities and public art.
9. Outdoor specialty uses, inclusive of sidewalk cafes and outdoor market places. Outdoor flea markets are an excluded use in Zones 2 and 3.
10. Indoor recreational/fitness facilities. - **use by Special Review Use**
11. Outdoor recreational/fitness facilities - **use by Special Review Use**.
12. Outdoor commercial amusement - **use by Special Review Use**. Temporary events with a duration of ten days or less in one season shall be processed under the applicable temporary use review standards and criteria.
13. Restaurants and cafes.
14. Fast food service in conjunction with drive through service facilities - **use by Special Review Use**.
15. Hospitals - **use by Special Review Use**.
16. Animal hospitals and small animal clinics - **use by Special Review Use**.
17. Kennels for the boarding or breeding of domestic animals or livestock are an excluded use in all zones.
18. Auto service and fueling stations - **use by Special Review Use**.
19. Auto sales and auto body shops are excluded in all zones.
20. Assisted living and skilled nursing facilities.
21. Residential uses including independent and senior living are excluded.
22. Childcare centers - **use by Special Review Use**.
23. Retail - Personal service shops.
24. Car Wash - **use by Special Review Use**.
25. Research/office and corporate uses, and facilities for the manufacturing, fabrication, processing, or assembly of scientific or

technical products, or other products, if such uses are compatible with surrounding areas.

3.3.3 Zone Three (approx. 3.4 acres)

1. Child care centers - **use by Special Review Use.**
2. All uses permitted in Zone One.
3. Assisted living and skilled nursing facilities - **use by Special Review Use.**
4. Residential uses, including independent and senior living are excluded.

4. Agreement to Cooperate. 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.

5. Reference to Amendment. As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any City ordinance, resolution, rule, regulation, standard 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 Owners.

6. Binding Agreement. As used in this Agreement, the term "Owners" includes each of the undersigned landowners, who shall be jointly and severally liable for performance of the Owners' obligations under this Agreement. The term "Owners" shall include any of the heirs, transferees, successors, or assigns of each of the undersigned persons constituting Owners, 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. 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 Owners' expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

7. Remedies and Vested Rights. Owners agree that their sole and exclusive remedy for any breach of this Agreement shall be an action for injunctive relief to require specific performance of the obligations herein. Owners expressly waive any remedy of damages for any breach of this Agreement. Owners further acknowledge that certain actions, such as the review of site-specific development plans and special review uses, are matters of legislative and/or quasi-judicial discretion, and no promises or assurances of favorable exercise of such discretion have been made to or relied upon by Owners. Owners further acknowledge that this Agreement is not intended to and shall not be construed to create vested rights pursuant to C.R.S. 24-68-101 et seq.

8. Construction. This Agreement may be amended only by written instrument signed by the City and all Owners of the Property. In the event of express conflict between any provision of this

Agreement and any provision of any annexation agreement affecting any portion of the Property, this Agreement shall control. This Agreement is not intended to nor shall it be deemed to confer any rights on third parties. 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 Boulder County, Colorado. 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.

9. Title and Authority. Each party constituting the Owners warrants to the City that it is the record owner of its respective property within the Property as described on Exhibit A, and that its undersigned signatory has full power and authority to execute this Agreement.

[Signature Pages Follow]

OWNERS:

The Archdiocese of Denver, a Colorado corporation sole, as Trustee and for the benefit of St. Louis Catholic Parish, a public juridic person under the 1983 Code of Canon Law for the Roman Catholic Church

By: _____

Very Reverend Randy Dollins, V.G. as attorney in fact

For Samuel Joseph Aquila, Archbishop

ACKNOWLEDGEMENT

STATE OF COLORADO)
)SS
COUNTY OF _____)

The forgoing instrument was acknowledged before me this _____ day of _____, 2020, by _____ as _____ of Archdiocese of Denver, a Colorado corporation sole, as Trustee and for the benefit of St. Louis Catholic Parish, a separate public juridic person under the 1983 Code of Canon Law for the Roman Catholic Church.

Witness my hand and official seal.

My commission expires on: _____

(SEAL)

Adrian D. Games

ACKNOWLEDGEMENT

STATE OF COLORADO)

) SS

COUNTY OF _____)

The forgoing instrument was acknowledged before me this _____ day of _____, 2020, by Adrian D. Games.

Witness my hand and official seal.

My commission expires on: _____

(SEAL)

**CITY OF LOUISVILLE,
a Colorado home rule municipal corporation**

By: _____

Name: _____

Title: _____

ATTEST:

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF COLORADO)

) SS

COUNTY OF _____)

The forgoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, as _____, and _____, as _____ of City of Louisville, a Colorado home rule municipal corporation.

Witness my hand and official seal.

My commission expires on: _____

(SEAL)

EXHIBIT A
to
SECOND AMENDED AND RESTATED
PLANNED COMMUNITY ZONE DISTRICT AGREEMENT
Legal Descriptions of Archdiocese, Ascent and Games Parcels

Archdiocese Parcel

Parcel A:

All that portion of the Southwest quarter of Section 16, Township 1 South, Range 69 West of the 6th p.m., described as follows:

Beginning at a point on the West line of said Section 16, which is 504.30 feet North of the Southwest corner of said Section; thence Northerly along said West line 929.36 feet;
Thence South 88° 42' 20" East, 278.00 feet;
Thence South 89° 55'30" East, 635.00 feet to the Westerly right-of-way line of the Colorado and Southern Railway Company;
Thence Southerly along said right-of-way 985.94 feet, more or less, to a point from which the point of beginning bears South 89° 50' West;
Thence South 89° 50' West, 1186.30 feet, more or less, to the point of beginning.

Parcel B:

All that part of the SW 1/4 of Section 16, Township 1 South, Range 69 West of the 6th p.m., more particularly described as:

Commencing at the SW corner of said Section 16;
Thence running East a distance of 1339 feet to the West line of the Colorado and Southern Railroad right of way;
Thence running North 15° West, parallel with and along the West line of said Colorado & Southern Railroad right of way, a distance of 502 feet;
Thence running West a distance of 1193 feet to the West line of said Section 16;
Thence South along the West line of said Section 16 a distance of 481.5 feet to the point of beginning,

Except that portion described by deed recorded August 16, 1961 in Book 1194 at Page 569 and except any portion lying within Dillon Road or South 96th Street as shown on the Boulder County Assessors maps of record.

Parcel C:

A tract of land located in the Southwest quarter of Section 16, Township 1 South, Range 69 West of the 6th principal meridian, County of Boulder, State of Colorado, described as follows:

Commencing at the Southwest corner of Section 16, Township 1 South, Range 69 West;

Thence North 00° 00'00" East, 481.96 feet along the West line of the Southwest quarter of said Section 16 to the Northwest corner of a tract of land described on Film No. 551 at Reception No. 799250 of the records of Boulder County, Colorado;

Thence North 89° 52'25" East, 30.00 feet to the true point of beginning;

Thence North 00° 00'00" East, 22.36 feet to the South line of a tract of land described on Film 881 at Reception No. 132224 of the records of Boulder County, Colorado;

Thence along the said South line of a tract of land described on Film 881 at Reception No. 132224 to the Southwesterly right of way line of the Colorado and Southern Railroad; Thence South 17° 38'28" East, 24.42 feet along the Southwesterly right of way line of said Colorado and Southern Railroad to the Northeast corner of a tract of land described on Film 551 at Reception No. 799250 of the records of Boulder County, Colorado;

Thence South 89° 52'25" West, 1163.16 feet along the Northerly line of said tract of land described on Film 551 at Reception No. 799250 of the records of Boulder County, Colorado to the True Point of Beginning,

Except those portions of Parcels A, B and C conveyed to the City of Louisville in Deed recorded June 30, 2003 under Reception No. 2463734,

County of Boulder, State of Colorado

Ascent Parcel

A tract of land located in the SW1/4 of Section 16, T1S, R69W of the 6th P.M., City of Louisville, County of Boulder, State of Colorado, being more particularly described as follows:

Commencing at the WI /4 Comer of said Section 16 from which the Southwest Comer of said Section 16 bears S 00°03'34" E (Basis of Bearing), thence S 00°03'34" E, 462.46 feet along the West Line of the SW1/4 of said Section 16 to the Southeast corner of that tract of land conveyed to Adrian D. Games in that Warranty Deed recorded on Film 2183, as Reception Number 1674783, thence N 89°21'36" E, 60.00 feet along the South line of said Reception Number 1674783 to the Easterly right-of-way line of 96th Street and the True Point of Beginning;

Thence the following courses and distances along the South line of said Reception Number 1674783;

N 89°21 '36" E, 80.50 feet;

N 89°06'56" E, 192.62 feet;

N 80°12'46" E, 164.71 feet;

N 50°56'26" E, 82.48 feet

N 28°46'26" E, 140.25 feet to the Westerly right-of-way line of Burlington Northern & Santa Fe Railroad;

Thence S 16°35'17" E, 1005.32 feet along the Westerly right-of-way line of said Burlington Northern & Santa Fe Railroad to the Northeast corner of that tract of land conveyed to the Archdiocese of Denver in that Warranty Deed recorded as Reception No. 1987288;

Thence the following courses and distances along the North line of said Reception Number 1987288:

N 89°59'04" W, 635.25 feet;

N 88°45'54" W, 217.98 feet to the Easterly right-of-way line of 96th Street;

Thence N 00°03'34" W, 751.83 feet along the Easterly right-of-way line of 96th Street to the South line of said Reception Number 1674783 and the True Point of Beginning.

EXCEPT any portion thereof conveyed to the City of Louisville by the General Warranty Deed recorded on August 25, 2003, at Reception No. 2492954,

AND EXCEPT any portion thereof lying outside the boundaries of the tract of land conveyed to Richard K. Johnson and Mary K. Johnson by the Warranty Deed recorded on November 4, 1991, on Film 1700 as Reception No. 1140250.

Games Parcel

Parcel A:

Beginning at the Southwest corner of said Section 16, thence Northerly along the Westerly line of said Section, a distance of 2,183.53 feet; thence North 89°25'10" East, 140.50 feet to the point of beginning; thence North 89°10'30" East, 192.62 feet; thence North 80°16'20" East, 164.71 feet; thence North 51° East, 82.48 feet; thence North 26°50' East, 139.54 feet to a point on the Westerly right-of-way of the Colorado and Southern railway company; thence North 16°33'30" West, 273.23 feet along the Westerly right-of-way to a point on the East-West centerline of said Section 16; thence South 89°24'30" West, 408.49 feet along said East-West centerline to a point which bears North 89°24'30" East, 140.50 feet from the West 1/4 corner of said Section 16; thence South parallel with the West line of said Section, 462.44 feet to the Point of Beginning. County of Boulder, State of Colorado.

Parcel B:

Beginning at the Southwest corner of said Section 16; thence North along the Westerly line of said Section 16. a distance of 2,183.53 feet to the true point of beginning; thence North 89°25' 10" East, 140.50 feet; thence North parallel with the West line of said Section, a distance of 462.44 feet to a point on the East-West centerline of said Section; thence South 89°24'30" West, 140.50 feet along the East-West centerline to the West 1/4 corner of Section 16; thence

South, along the West line of said Section a distance of 462.44 feet to the True Point of Beginning, County of Boulder, State of Colorado.

Excepting therefrom Parcels A and B those tracts conveyed to the City of Louisville in Deed recorded September 2, 2003 under Reception No. 2496381.

Narrative - GDP 2nd Amendment

The purpose of this letter is to outline the challenging history and existing site constraints for all three (3) property owners (Archdiocese, Adrian Games and Ascent Church) at the NE corner of S. 96th Street & Dillon Road in Louisville to enlist staff support for a General Development Plan (GDP) amendment which allows the development to move forward, providing public improvement benefits, sales tax revenue and additional jobs to the City.

HISTORY

The St. Louis Parish and Commercial Park GDP was created in 2004, covering an area of 51.4 acres with three (3) property owners and breaking development into five (5) zones. The underlying zoning for the properties is PCZD, but the GDP established stricter use standards for the area. The Developer at the time was unable to bring development to fruition given the GDP site design requirements and financial burden put on the middle lot to fund all the infrastructure for the three (3) parcels.

In 2017, the GDP was further amended allowing for a change in permitted uses following Ascent Community Church's purchase of the middle lot. Ascent Church took the site through Preliminary Plat and PUD approval and had submitted for Final Plat and PUD approval when additional site development costs and further challenges with the GDP deemed the project to no longer be financially viable to move forward. Ascent now wishes to purchase and renovate their current location in Louisville, but it is contingent upon selling this property to United Properties and is supportive of the requests herein.

United Properties wishes to purchase the entire 13.73 acres from Ascent to construct an Industrial/Retail mixed-use development, complete the master development infrastructure that will serve all three (3) parcels and allow the development and adjacent property owner developments to move forward. This is all contingent upon securing critical necessary amendments to the current GDP and Plat/Final PUD approvals. The GDP amendment is being submitted first for approval to ensure permitted uses and necessary design guidelines needed for development to go forward are approved. United Properties will immediately follow it with a Final Plat, PUD and Special Review Use that details development plans, work with staff and bring forward to Planning Commission and City Council for final approval. In addition, United Properties is executed a contract to purchase approximately 9 acres of the Archdiocese property with plans to move forward with a Industrial/commercial retail development in a secondary phase if Phase I is approved.

OVERVIEW

The current GDP provides significant design and financial challenges, conflicts with current codes and standards and needs to be cleaned up to minimize/limit future amendments to allow the development to move forward for all three property owners. United Properties, along with the approval and support from Games and Archdiocese of Denver, are seeking a second amendment to the GDP that would do the following;

1. Reduce the building setback distance along S. 96th Street from 60' to 55'
2. Clarify building & parking lot configuration requirements along 96th Street to ensure parking is allowed in front of buildings with enhanced landscape screening techniques and set varying parking setbacks.

3. Make the common access drives and roadways private versus public
4. Properly align zones and FAR requirements within property boundaries and update allowable FAR's for each property.
5. Add industrial as a permitted use and car wash as permitted with special use review.
6. Increase building height from 35' to 40' for Industrial buildings only.

The proposed amendments meet the intent of the adopted 2013 Comprehensive plan for this corridor, the current commercial and industrial design standards and are consistent with the permitted uses in the underlying PCZD zoning on these properties. These amendments also allow the property owners to maximize developable area, meet minimum tenant market driven standards for users, reduce a portion of the financial hardships that have been placed on the Ascent parcel by combining the three (3) developments together and allow the development to finally move forward for all three (3) property owners in a timely manner.

Furthermore, surrounding cities and properties have underwent extensive growth that has changed the entire look, feel and operation of the 96th Street and Dillon corridors since the GDP was put in place in 2004. Both corridors have been identified as key commuter corridors with future expansion requirements to handle the existing and future traffic traveling through this area in the October 1, 2019 approved Transportation Master Plan. City Council has approved many plans, standards and surrounding developments in the past 15 years that conflict with the setback and parking orientation GDP standards that were set forth 16 years ago on these properties. The proposed GDP amendments make it more consistent with current standards and developments approved along these corridors, allows the development to move forward and is strongly supported by all three (3) property owners.

SETBACKS

The 2004 GDP required a 60-foot setback from S. 96th Street. This large setback is not been required by any other developments along 96th Street or Dillon Road and provides difficult constraints to achieve required infrastructure and minimum design standards for retailers and other permitted users.

All three property owners are dealing with the following site-specific constraints that challenge design layouts with the east/west dimensions within their parcel, making this large setback further challenge the development. Please see attached dimensioned conceptual plan attempting to aid in depicting the challenges:

- Angling of the properties make the east/west dimensions tighter as you move north for each parcel, but bound by same setback (Games & NE corner of Ascent parcel is most impacted)
- Each development is required to expand 96th Street with an additional lane, curb and gutter, and provide an 8-foot detached sidewalk and tree lawn and a 10-foot utility easement along 96th street.
- Each parcel is locked by railroad to the east, 96th Street to the west and property lines north/south limiting developable area with the required setbacks.
- Each property owner must convey neighboring properties detention across its site on the eastern side through a 20-35' drainage channel to ultimately outfall across Dillon road, on-site water quality and detention for their development within their parcel for the 100 year event that must be located on the east side given historical drainage patterns and grading, taking significant buildable area out of the east/west dimension on site. Grading against railroad and high-water table also limits allowable depth of ponds, thus requiring them to be larger.

- Access is limited to 96th Street only for 2 of the 3 parcels; therefore, common access drives and cross access roadways must be handled on Ascents parcel at the property lines and sized accordingly for multiple developments.
- Development was forced to receive 67.8 acres/120 cfs of off-site drainage conveyance from the west side of 96th Street, convey it through the development between the Ascent Church and Archdiocese property via a large pipe or channel, then channel along eastern property of the parcel and pipe to outfall to Dillon road. The acceptance of this large amount of off-site drainage has put a \$200K burden on property owners to absorb, required large drainage channels that have dictated design layouts and further limited buildable area throughout the development and prohibited logical public land dedication opportunities in this area to reduce cash in lieu costs.
- A future 8' trail is required along the eastern property line of the site. Due to the proximity of the existing railroad right-of-way and grading and drainage constraints a minimum of 35' is necessary for the trail corridor to get adequate slope percentages/grades for the trail.
- Sanitary is located within Arthur Avenue and must be brought to the site by boring underneath the railroad, brought through to service each development in 30' utility easements. Water must be brought from west side of railroad, underneath the roadways to service each of the developments and connected back to Dillon Road.
- A high-pressure gas line runs in 96th Street and Dillon road surrounding the site providing cost and crossing challenges on utilities/storm for this development.

United Properties is trying to accommodate a mixed-use development that meets the design and market standards for both retailers and industrial users within the developable area that remains after infrastructure and code requirements are met. They also need to maximize development financial feasibility of the project to support the \$3.2 million of public and private infrastructure that has been placed on the Ascent parcel to move this development forward. It is a balance that must be achieved between product types to meet market demands and ensure leasing and/or sale as well as success for the tenants.

The preferred and most marketable retail parcel dimensions are 225X225 feet (50,625 SF) and assume standard building setbacks of 25-30 feet from arterials. The minimum size pad you want to create along an arterial is 1 acre in size with 185' depth. The current retail parcels are at the minimum depths that we can propose and still market, layout and attract the likely retail users that go along, thrive and survive in this commercial commuter corridor. The 55' setback and 40' landscaping buffer proposed is the maximum we can provide to not deem these pads undevelopable and/or unmarketable and is more than preferred. If we were to apply current Commercial Design Standards, a 30' setback along 96th Street would be required for these pads, so the proposed 55' setback exceeds these requirements by 25'.

The 30' private road with 5' attached sidewalks on each side is bare minimum depth needed to safely accommodate delivery trucks and traffic that will be generated by the retail/industrial development and future development of surrounding parcels. Ascent Church's property is required to accommodate a 68,550 SF (1.57 acres) of detention area on the parcel and a 20-foot drainage channel to accept Games Parcel. The Archdiocese must provide a 35-foot drainage channel to accept upstream and off-site conveyance flows through the site.

The proposed 180' Industrial building depth and 130' truck court sizing proposed is critical to the success of the development. The site constraints caused by the existing detention design required to be in this area causes circulation challenges for the truck court on the east side of the building. The attached truck circulation diagram shows how the narrowed truck court depths on the northeast and southeast sides of the truck court prevent a full-size semi-truck's ability to fully maneuver to all dock door locations on the building. 130' is the bare minimum we can go to

ensure successful operation and safe maneuvering as shown by the exhibit. Secondly, a building depth of 180' is critical for the success of the industrial and reducing this depth size will deter institutional type tenants from occupying the space. Many tenants are programmatic with their layout requirements, and the 180' depth allows for maximum interior efficiencies for office, lab and racking layout design. Even shrinking the building depth by 5-10' throws off the bay sizing which would cause constraints in interior layouts. The new product that has been developed by Etkin Johnson in CTC is 180' deep for this same reason. United Properties has developed nearly 3 million square feet of industrial product in the Denver market and have leased to tenants including FedEx, Breakthru Beverage, Panera, Coca-Cola, and others. Our industrial expertise and market knowledge on tenant requirements have aided in our successful leasing track record. Most recently, we developed two, 180' deep buildings at Interpark Broomfield that were successfully leased to Swisslog, GC Imports and MKS Instruments, who all moved into the project because they could gain significant operational efficiencies in the buildings. The current proposed site configuration, including both building depth and truck court depth, is important to ensure successful leasing of the project once development is complete and obtaining necessary rents to support overall public and private infrastructure costs on this development.

Current Industrial development design standards and guidelines require a 60' setback from arterials. The Industrial buildings will be placed behind the retail development on the current Ascent parcel and therefore would be 311 feet from 96th Street far exceeding current design standards if they were applied. United Properties is in discussion with the Archdiocese to expand Industrial development into a portion of their site. If that happens, it is likely that Industrial would be placed 55' from the arterial, but enhanced architecture and landscaping would be provided to offset the 5' reduction.

Reducing the 60' setback along S. 96th Street to 55' will not be detectable to the human eye but has significant impact to the success of the project. The reduction allows parcel to achieve minimum necessary dimensions needed east/west to develop, while still providing an adequate landscaping buffer along 96th Street for great landscaping opportunities and enhancements that will facilitate a gradual transition between the rural area to the west and the developed area to the east as well as meet the intention of the comprehensive plan. In addition, larger landscaping buffers will be provided on the entrances of the access drives to soften appearance of asphalt and enhanced building architecture will be provided to ensure an aesthetically pleasing entrance into the City of Louisville. Each parcel with work with Staff to ensure these requirements are met and City Council will approve through the Final PUD process.

BUILDING AND PARKING LOT ORIENTATIONS

The current GDP language states: buildings adjacent to or fronting to S. 96th Street to be located so as to primarily place the building between S. 96th Street and the parking lot. Parking lots extending beyond the shadow of the building shall be shielded from S. 96th Street using landscaping and berms that are a minimum of 30" above the parking level. We feel the current language within the GDP allows for parking to be placed in front of the buildings with enhanced landscaping techniques, but request language be changed to further clarify "Parking lots adjacent to south 96th Street shall be shielded from 96th Street using enhanced landscaping techniques such that is effectively buffered" given staff comments and concerns.

In addition, urban design configuration requirements would further challenge and already tight east/west design dimensions for each development, requiring a greater reduction in the setback than 55' and landscaping buffer to be provided and is contradictive to maintaining a "rural entryway into the City" as proposed in the Comprehensive Plan. In addition, requiring urban

design standards in this highly vehicular/commuter area with limited to no foot traffic will negatively impact the marketability and success of establishing retail development along S. 96th Street. Retailers tend to see significant impact to sales when parking is placed behind buildings along arterials.

Therefore, amending the GDP to clarify the parking lot and building configuration requirement within this zone would provide more aesthetically pleasing street fronts leading into the City and provide consistency with other developments that have been approved along the Dillon and S. 96th Street corridors. Also, placing the backside of the building along S. 96th Street exposes the mechanical, electrical, and garbage facilities to the street and does not allow for a transitional zone between rural west and developed east and it creates additional access constraints for the overall development.

In order to maintain this GDP area as a transition zone between the rural area to the west and the developed area to the east while providing some flexibility in site design, we are proposing to require a buffer in the form of enhanced landscape techniques to be used along S. 96th Street in order shield the parking. The site will sit 3-4 feet below the roadway and effectively be screened by the visual eye through grades, but in addition development specific enhanced landscaping techniques will occur in the newly defined 55-foot setback area from S. 96th Street and be detailed in Final PUD plans.

PARKING SETBACKS

We are requesting a 55' parking setback from the property line on the Archdiocese property until you reach the first RI/RO access point. With the landscaping that will be required in the remaining ROW, the landscaping buffer/setback from the visual eye and consumer will appear to be 120' feet from edge of asphalt, reflecting a rural gateway into the city for 700+ feet and then begin to taper down as you continue north.

At the first right in/right out into the properties, the property owners propose to step down the parking setback to 30' to offset the hardship created by the eastern property line tapering west and reducing the buildable east/west dimension as you move north. Given the future traffic improvements required for this corridor per the approved Master Transportation plan, traffic study and our development (17' median, access points and traffic signal) the look/feel of the corridor starts to transition at this point. Each development will provide a 30' parking setback + the 16 feet of ROW landscaping improvements consisting of 8' tree lawn and 8-foot detached sidewalk, the landscaping buffer will be 40 – 60+ feet in certain areas along the corridor from edge of asphalt

In addition, any parking will be wrapped with landscaping islands on each side with enhanced landscaping to soften and block the visibility of the parking as you drive north into the City.

PRIVATE ROADS INSTEAD OF LOCAL COLLECTORS

The design and traffic study support three (3) common access drives to S. 96th Street that will serve all three (3) parcels and a future RI/RO access to Dillon Road. The RI/RO and ¾ turn access point and full movement access will be constructed with the United Properties development. The future 96th Street RI/RO and Dillon RI/RO would be constructed with the Archdiocese develops.

Since the access drives will be phased and serve the three (3) properties only, they are better

served as private roads instead of local connectors. Multi-modal section details have been provided on the GDP for each of the private roadways within the development, including detached sidewalks along the east/west roads that will connect to the 8' detached sidewalk along 96th Street, attached sidewalks along the north/south private road given site design constraints and 3-foot shoulders on each side of the drive lane that can be utilized by bikes if needed. In addition, the developments will provide pedestrian connectivity and walkways, seating areas throughout the development and bike racks on each parcel to encourage walking and biking.

The property owners will establish common access roads, grant cross-access rights and maintenance obligations of these areas through separate legal agreements to be recorded with PUD and plat approvals. This reduces cost and design for all three (3) property owners eliminating local street section requirements, increases buffer capabilities along S. 96th Street, puts the control of guaranteed maintenance and snow plow removal of these roads into the property owners' hands and reduces the city's long-term maintenance costs.

ZONE AND FAR REALIGNMENT TO PROPERTY BOUNDARIES

The current GDP has three (3) different zones and then subdivides those zones/FAR further across all three parcels. It is very confusing, does not align with property boundaries, bifurcates the parcels significantly and creates complications in allocating allowable FAR's between property owners. The property owners prefer to simplify the zones and FAR by aligning it with property boundaries going forward to alleviate confusion, clearly state the allowable uses and FAR's within each property and reduce further amendments of the GDP. Furthermore, each site-specific development plan must still come in front of City Council for approval to ensure quality development and standards are being met.

On Page 2, Zone 2 has a limitation line on the Archdiocese parcel and is further broken into 2A and 2B to delineate between the 25-foot height requirements for permitted uses along 96th Street and increase to 40-foot in height for the Industrial buildings. The intent is to transition height and FAR intensity west to east for Games, Ascent and Zone 2 limited area of the Archdiocese parcel to maintain rural transition from open space to CTC, provide complimentary balance to surrounding development and provide aesthetically pleasing entrance into the City.

The FAR requirements proposed for each property are as follows:

- UP Parcel = 126,245 SF of proposed buildings on 548,892 SF (.21 FAR Avg)
 - 26,145 SF split among three (3) parcels along 96th Street (Zone 2A) -.17 FAR
 - 100,080 SF behind retail (Zone 2B) - .2 FAR
- Games Parcel – 50,456 SF of proposed building on 225,666 SF
 - 15,516 SF along 96th Street (Zone 2A) -.17 FAR
 - 34,940 SF in rear (Zone 2B) - .26 FAR
- Archdiocese – No FAR limits if developed as school/church (same as current GDP). Zone 2 use development will be limited to 171,000 SF of building in area identified in the GDP and broken out by Zones as follows:
 - 30,000 SF (Zone 2A) - .2 FAR
 - 141,000 SF (Zone 2B) - .26 FAR

The Comprehensive Plan has intent to maintain a .25 FAR. The CTC development directly east these properties averages .3 or higher. We believe the FAR requirements being requested is consistent with FAR allowed in the original GDP, are less than FAR allowed in the

comprehensive plan, comparable to surrounding development and provides a complimentary balance between building and green space on each parcel.

Adrian Games intends to build a tennis center on his parcel and is in discussions with CU Boulder to use as a training center. He will need a minimum of 6 tennis courts at 120X60 equaling 43,200 SF, common area and seating in the center of the courts, office space and restrooms. Therefore, he is requesting 50,456 SF to comfortably be able to provide services needed for CU to consider this location as a training facility for the school and allow the development to move forward.

United Properties and Archdiocese are in discussions to purchase approximately 8-9 acres of additional acreage to expand the industrial/retail development into their site as identified in the Zone 2 limitation area. Both parties are requesting the GDP amendments to allow for this Phase II PUD process to be submitted upon deal execution and following GDP approval. The Archdiocese will retain the balance of their land to build school/church in the future. The GDP limits the area in which Zone 2 uses would be allowed on the Archdiocese parcel, sets forth max building square footages and heights within this area and provides west to east transition of FAR/heights to minimize intensity from 96th Street.

ADDITIONAL PERMITTED USES

United Properties wishes to develop the Ascent Church piece with Industrial building behind the proposed retail lots and has interest from a tunnel car wash user. The underlying zoning on the site is PCZD. The GDP further restricted the allowed permitted uses within PCZD zoning at the time of approval in 2004 not listing all uses in PCZD as allowed. The proposed additional permitted uses are consistent with the underlying PCZD zoning that allows for research/office and corporate uses, facilities for the manufacturing, fabrication, processing or assembly of scientific or technical products, or other products and automobile service stations. We believe car washes fall within this broader language but would prefer clarification written into the approved GDP. Although they would be allowed uses within the GDP, the Final PUD and Special Review would come in front of Council for approval detailing specifics on those development.

We further believe this is consistent with the 2013 Comprehensive Plan, which states that S. 96th Street and Dillon Road Rural Special District serves as the rural gateway to the City of Louisville and will include a mix of commercial, institutional, and industrial uses. Retail along S. 96th Street with industrial development in the back would be consistent with surrounding development along S. 96th Street and Dillon Road and serve as a continued transition to the existing industrial park approved and developed east of the railroad tracks.

With Ascent Church opting not to move forward on the development, industrial is a logical use to develop behind the retail pad users and support costs for the development to move forward for all three property owners. Given the other three (3) corners will remain open space limiting future densities in the area and direct access to the existing industrial park is prohibited by the railroad, the addition of workers to this corner will help drive retail development on the pads along S. 96th Street.

INCREASE MAX HEIGHT FOR INDUSTRIAL BUILDINGS

The Current GDP had a maximum height of 35 feet. Along with the request to add Industrial as a permitted use, we are requesting the maximum height be increased to 40' for this allowed use and be limited to the back of the developments and not directly along 96th Street. This is consistent with the Industrial Development Design Standards and Guidelines and what code allows. It is also consistent with the buildings constructed in CTC east of our development.

CONCLUSION

Approval of the GDP amendments is critical for this development to move forward. This development will provide infrastructure and identified transportation master plan immediate needs and give surrounding properties the opportunity to finally move forward: 30' of land dedication along each eastern property line adjacent to the railroad for the construction of the future trail, significant cash in lieu payment for the public land dedication deficit that could fund the trail connection, expansion of south 96th Street on the east side to add one lane, curb/gutter and a 5' detached sidewalks, sanitary service extension from Arthur Avenue, under the railroad to service the developments and future development in the area and water main extensions from Dillon Road to S. 96th Street.

We encourage the City to support the necessary amendments to allow development to move forward for all three (3) property owners bound by this aged 2004 GDP to bring public improvement benefits, jobs, sales tax dollars and much needed services to the City.

Thank you,

United Properties, Ascent Church Community, Adrian Games and the Archdiocese

the development. The systems are designed to capture and convey the 100-year storm to the detention pond. For phase 1, the development will focus on the Ascent PUD parcel, however the facilities installed are designed to be easily converted to regional systems when the future regional pond is implemented.

2. Offsite runoff is accepted into the drainage systems.

PUD

Tributary offsite runoff to the Ascent PUD area is accepted through the facilities to the site pond on Lot 1. The offsite tributary runoff is from the east half of South 96th Street. Drainage from 96th will continue in this pattern in the initial phase and future phases. The discharge of 25 CFS of the combined Ascent PUD/future Parcel 2 development is added to the CH-2. The flow as ended because this is detained release overlapping the offsite peak flow. The total runoff from the PUD and the tributary historic offsite basins will be less than historic at regulatory rates for the PUD.

OFF-SITE RUNOFF THROUGH PARCEL 1

A phased storm conveyance system is being proposed to accommodate runoff from the Ascent Church site and from off-site runoff west of S. 96th Street (City of Louisville open space). The proposed system will accept flow from Off-Site Basin F through an existing 43”x68” HERCP that runs under S. 96th Street. Off-Site Basin F produces approximately 120 cfs of flow. Off-Site Basin F corresponds with the 65.6 acre Basin 2 and Design Point 28 in the “Drainageway G Outfall Systems Plan Update” completed by Ayres Associates on October 2006.

From the existing 43”x68” HERCP, runoff is directed east. This runoff will be conveyed in an open channel or through 60” RCP (or as otherwise sized for future surface conditions) to the northeast corner of the Archdiocese (Parcel 1) property. At this point the 25 cfs from the Ascent PUD and future Parcel 2 developments enter the storm system. The combined flows of 145 cfs is directed south through a proposed in an open channel or through 66” RCP (or as otherwise sized for future surface conditions) to the Drainageway G improvements. The storm sewer system outfall initial design was to match the invert elevation of 5338.32 for the proposed dual 36” RCP that runs under Dillion Road into Drainageway G, however those initial conceptual inverts of the pipes under Dillon Rd need to be lower for a successful project. Invert elevations for the dual 36” RCP were obtained from the “Louisville Quiet Zone Dillion Road Storm Sewer Layout” prepared by Felsburg Holt & Ullevig, print date 9/26/2018.

3. Various tables, charts, exhibits and supporting information is presented in the appendix of the report. In general, the included documentation is from the City’s Criteria and the UDFCD DCM along with supporting information and culvert charts. Additional documentation includes spreadsheets developed by JLB Engineering that follow the

MASTER DRAINAGE PLAN

DECEMBER 21, 2018



HISTORIC

ST. LOUIS PARISH AND
COMMERCIAL PARK - FILING NO.
1 AND ASCENT COMMUNITY
CHURCH PUD

BASIN RUNOFF SUMMARY

BASIN ID	DESIGN PT	AREA (ac)	DIRECT		CUMULATIVE		DETAINED (1/2")	DESCRIPTION
			Q _d (cfs)	Q _o (cfs)	Q _c (cfs)	Q _t (cfs)		
HIST	3	58	13	51	-	-	n	Historic Site Runoff
E	40	117.1	31	130	-	-	n	West of site basin to south
F	50	67.8	19	120	-	-	n	West of site basin to north
10	9	209.9	69	208	-	-	n	Offsite basin to southwest
11A	10	14.4	5	69	-	-	n	Offsite basin to southwest
Hist	3	467	137	537	-	-	n	Total tributary basin

BASIN AREA SUMMARY

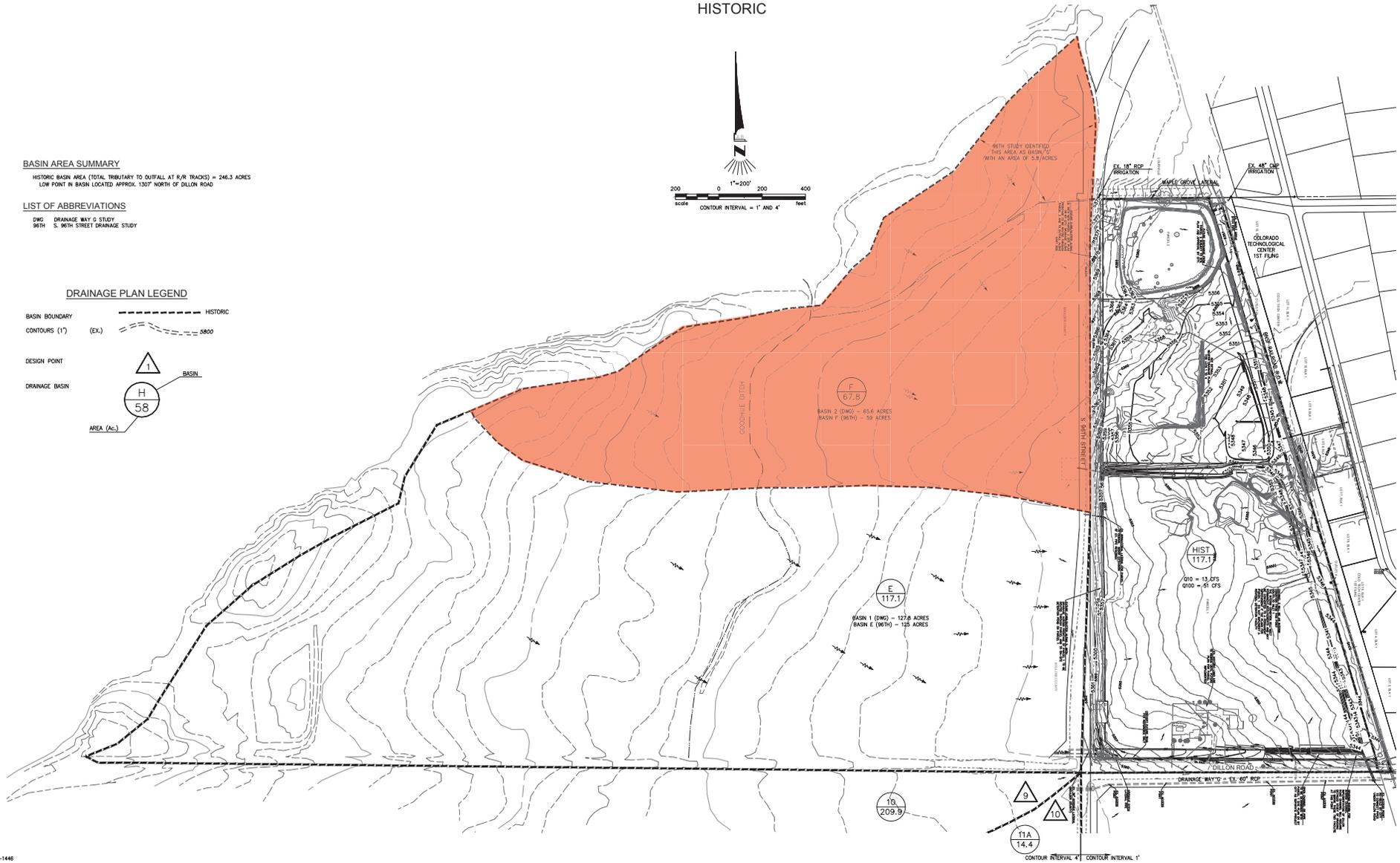
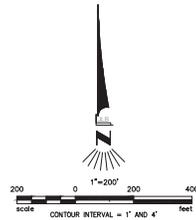
HISTORIC BASIN AREA (TOTAL TRIBUTARY TO OUTFALL AT R/R TRACKS) = 246.3 ACRES
LOW POINT IN BASIN LOCATED APPROX. 1307' NORTH OF DILLON ROAD

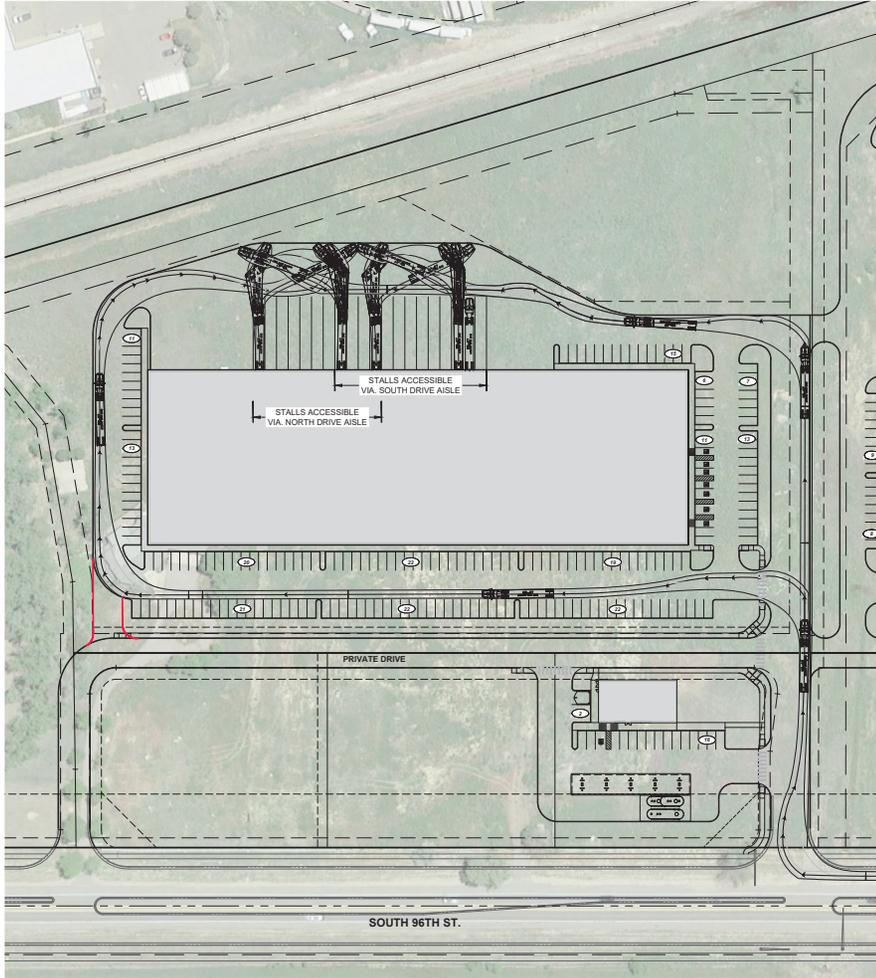
LIST OF ABBREVIATIONS

DWG DRAINAGE WAY STUDY
BETH S. 96TH STREET DRAINAGE STUDY

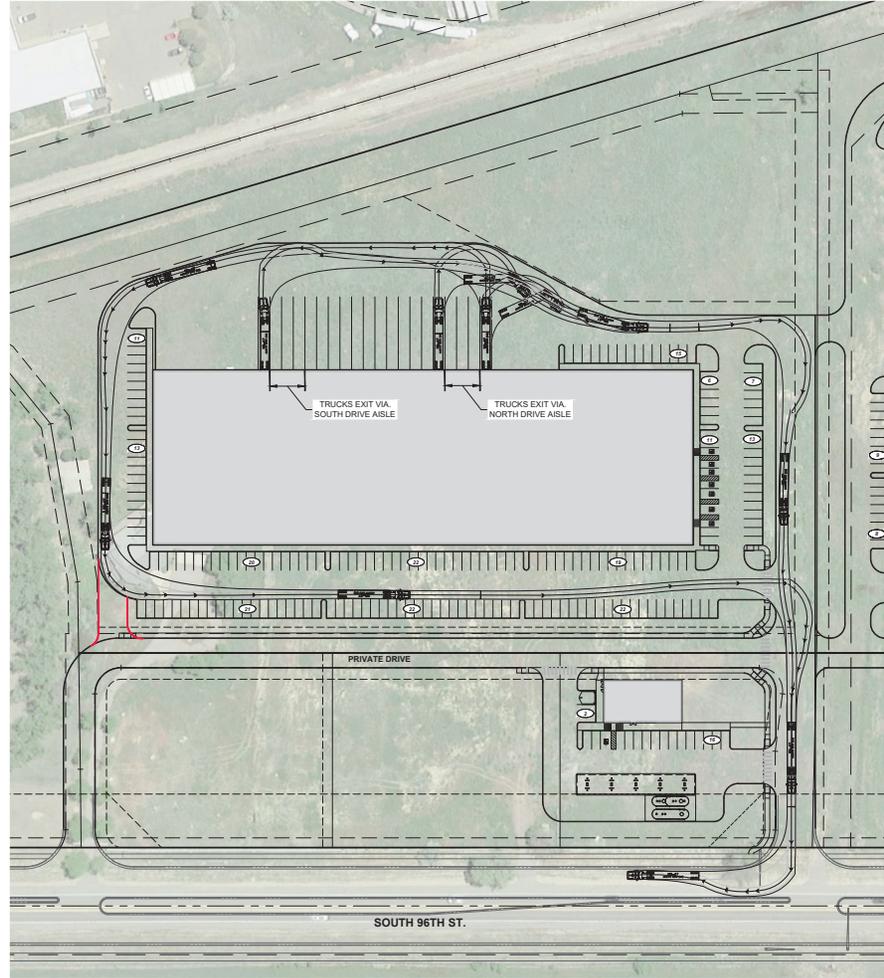
DRAINAGE PLAN LEGEND

- BASIN BOUNDARY HISTORIC
- CONTOURS (1") (EX) 5800
- DESIGN POINT
- DRAINAGE BASIN
- AREA (Ac.)

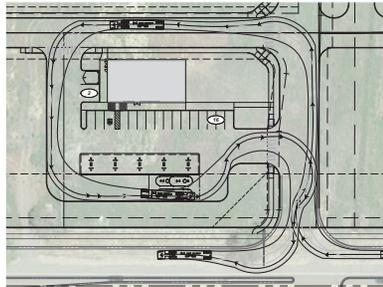




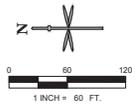
WB-67 TRUCK ROUTE ENTERING INDUSTRIAL SITE



WB-67 TRUCK ROUTE EXITING INDUSTRIAL SITE



WB-50 FUELING TRUCK ROUTE - COMMERCIAL SITE



NO.	REVISION	BY	DATE

EES
 ENGINEERING AND
 SOLUTIONS, INC.
 501 S Cherry St, Suite 300
 Denver, CO 80248
 303-732-7357 www.ees.us.com

UNITED PROPERTIES

**CONCEPTUAL SITE PLAN
 96TH & DILLON - COMMERCIAL
 DEVELOPMENT - COMMERCIAL**
 96TH & DILLON, LOUISVILLE, COLORADO
TRUCK TURN EXHIBIT

PROJECT NO:	UPR01181
DESIGNED BY:	CRO
DRAWN BY:	CRO
DATE:	01/08/20

EX-2







UNITED PROPERTIES
CREATING DEEP ROOTS

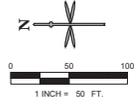
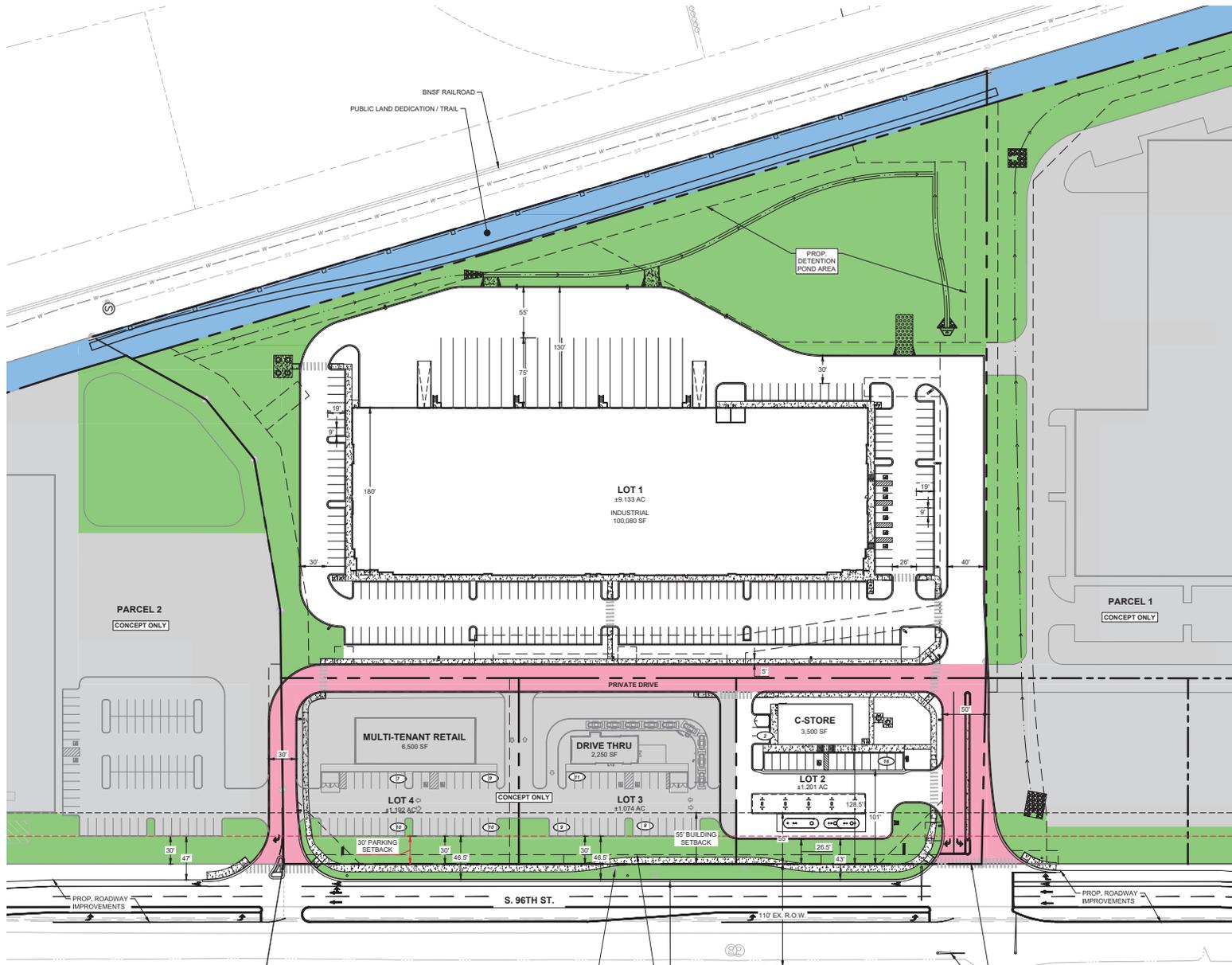
96TH & DILLON - LOUISVILLE, CO

COLORADO TECHNOLOGY CENTER (CTC) ENTITLEMENT COMPARRISON

NO.	DEVELOPMENT	TYPE	PUD DATE	BLDG. SF	SITE SF	SITE AC	F.A.R.	PARKING RATIO PER 1,000	PARKING RATIO PER 1,000 WITH OFFICE	LANDSCAPE COVERAGE	FRONT SETBACK (PL To Bldg.)	REAR SETBACK (PL To Bldg.)	SIDE SETBACK (PL To Bldg.)	TRUCK COURT DEPTH	BLDG PARAPET HT. (Tallest Arch. Feature)	BLDG. DEPTH
1	1775 Cherry St.	Rear Load Industrial	1/2/2007	130,030	388,120	8.91	0.335	1.91	3.44	25.0%	87'-7"	111'-5"	69'-0"	103'-2"	31'-6"	154'-0"
2	1900 Cherry St.	Rear Load Industrial	8/7/2007	66,776	210,678	4.84	0.317	2.00	3.23	38.5%	98'-9"	121'-0"	20'-7"	104'-0"	32'-0"	151'-0"
3	1960 Cherry St.	Rear Load Industrial	8/2/2011	59,137	175,370	4.03	0.337	2.22	3.28	26.1%	87'-0"	105'-11"	30'-0"	100'-0"	33'-6"	150'-0"
4	S. 104th St. Between Dogwood St. & Cherry St.	2-Story R&D	7/17/2001	106,240	326,731	7.50	0.325	-	3.45	37.5%	117'-6"	70'-6"	149'-0"	-	32'-0"	-
5	NWC S. 104th St. & Dogwood St.	Rear Load Industrial	9/4/2007	63,476	246,397	6.68	0.257	2.84	-	28.6%	123'-5"	134'-8"	66'-6"	107'-4"	24'-10"	157'-4"
6	195 CTC Blvd.	Rear Load Industrial	1/2/2007	64,368	215,725	4.95	0.298	1.80	3.45	26.4%	148'-6"	109'-10"	30'-0"	102'-2"	34'-6"	149'-3"
7	1900 Taylor Ave.	Rear Load Industrial	12/3/2013	136,701	485,287	11.14	0.280	3.34	4.32	28.3%	169'-7"	192'-8"	30'-0"	172'-8"	35'-10"	205'-0"
8	2000 Taylor (Fed Ex BTS)	Rear Load Industrial	10/6/2015	120,581	481,301	11.05	0.250	3.47	4.38	27.7%	177'-2"	215'-0"	81'-0"	110'-0"	35'-10"	180'-0"
9	321 S. Taylor	Rear Load Industrial	9/2/1997	85,100	255,300	5.86	0.333	2.20	-	25.0%	98'-0"	132'-0"	63'-0"	109'-6"	31'-0"	140'-0"
10	633 CTC Blvd	Rear Load Industrial	1/19/2016	153,018	531,012	12.19	0.290	2.78	3.61	26.0%	170'-0"	120'-0"	80'-0"	110'-0"	37'-0"	180'-0"
11	1795 Dogwood St.	Rear Load Industrial	5/12/206	109,068	330,979	7.60	0.329	1.87	2.82	25.0%	Varies	64'-6"	81'-0"	119'-6"	32'-2"	157'-0"
12	700 Tech Court - Building A	Rear Load Industrial		136,610	414,454	9.51					79'-0"	92'-6"	105'-6"	127'-6"	38'-0"	165'-0"
13	725 Tech Court - Building B	Rear Load Industrial	11/15/2015	146,323	456,096	10.47	0.318	2.73	3.76	27.6%	143'-0"	77'-6"	104'-6"	127'-6"	38'-0"	192'-0"
14	600 Tech Court - Building C	Rear Load Industrial		113,280	373,563	8.58					87'-9"	135'-4"	99'-10"	124'-10"	38'-0"	160'-0"
	UP - Building 1 (Ascent Church)	Rear Load Industrial		100,080	397,839	9.13	0.252	2.09	-					130'-0"		180'-0"

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PROP. THREE QUARTER ACCESS (RIGHT-IN / RIGHT-OUT / LEFT-IN)

EXISTING ELECTRIC TRANSFORMERS

PROPOSED CURB AND GUTTER
PROPOSED SIDEWALK EASEMENT

PROPOSED SIGNALIZED FULL-MOVEMENT ACCESS
PROPOSED TRAFFIC SIGNALS

No.	REVISION	BY	DATE



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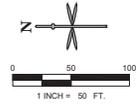
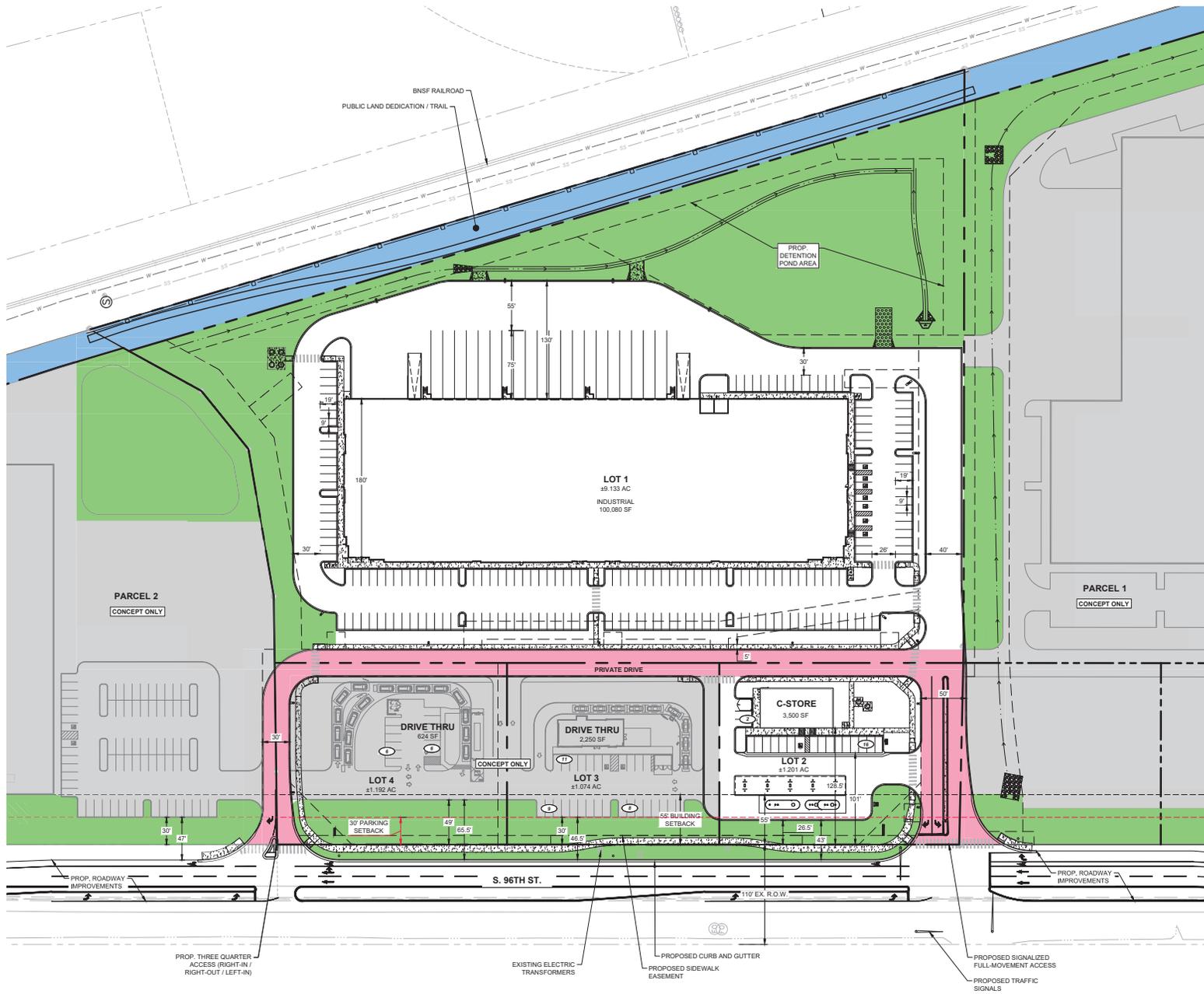
FINAL P.L.U.D. AND S.R.U. PLANS
**LOT 1 AND LOT 2, ST. LOUIS PARISH
AND BOLDER INNOVATION CAMPUS**
SOUTH 96TH STREET & DILLON ROAD, CITY OF LOUISVILLE, BOULDER COUNTY, CO
30' PARKING SETBACK

PROJECT NO: UPR01181
DESIGNED BY: CRO
DRAWN BY: CRO
DATE: 07/05/2020

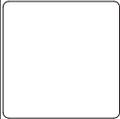
EX-4

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FINAL P.L.D. AND S.R.U. PLANS
**LOT 1 AND LOT 2, ST. LOUIS CAMPUS
AND BOLDER INNOVATION CAMPUS**
SOUTH WITH STREET & DILLON ROAD, CITY OF LOUISVILLE, BOULDER COUNTY, CO
30' SETBACK WITH DRIVE THRU

PROJECT NO: UPR01181
DESIGNED BY: CRO
DRAWN BY: CRO
DATE: 07/05/2020

EX-5



ASCENT COMMUNITY CHURCH

Dear Planning Commission and City Council,

Thanks SO much for your service to Louisville! We are grateful for you guys and have always valued your partnership in continuing to make the City a great place to live.

I know many of you are new to your roles, and I thought it would be helpful to give background information on Ascent's role regarding the future of Louisville. As the owner of some important parcels (1326 96th St. and 550 McCaslin), Ascent takes our responsibility very seriously in helping improve Louisville's revenue sustainability and increasing residents' enjoyment of these properties. I am writing to explain Ascent's hopes for 550 McCaslin, the opportunities at 1326 96th St. and challenges we need your help with in order to overcome.

550 McCaslin

This property has been the home of our church for the past six years. When we signed the lease on this vacant big box warehouse, we assumed it would be a short-term solution. Ascent Church never considered buying this property until it became apparent that our ownership might actually help the City's economy by reactivating commercial sales tax in the area. Absent zoning that allows residential, no developer is willing to scrape the giant warehouse and start over. Obviously, a 10-year vacancy shows no other large big box store is going to move in and there is little to no financial sense to scrape the building and build smaller retail outlets. In fact, as you are aware, quite the opposite is happening as Kohl's shuttered their nearby location to open a new store in Lafayette. Unfortunately, this now leaves another large retail building sitting vacant on McCaslin.

Ascent sees an opportunity to catalyze and fuel redevelopment and attract new retail users to this area with our plan to utilize the less desirable parts of the building for our church and multi-use space, while the more appealing commercial areas can finally be reactivated. Our purchase makes commercial development financially viable, and we have a retail developer ready to move forward. We are already in the design phase for the complete overhaul of this building, and we are excited for this location to become a key gathering spot and commercial center for the community.

The retail developer has listened intently to the desires of residents, Staff and Council. I'm excited to report that the first drawings are back for the property and include an exciting mix of restaurants, retail, indoor and outdoor public gathering space and other uses. We're excited to start showing these concepts in the very near future. It was evident in the last election cycle how much Louisville's residents want to see movement forward at "Parcel O." We believe, in coordination and cooperation with the City, it's possible to commence construction as early as this fall.

1326 96th St.

Assuming 550 McCaslin would eventually be purchased by a commercial developer, Ascent purchased 1326 96th St. Ascent intended to make this property its permanent home until a) we saw the opportunity to create the win-win scenario described above on McCaslin and b) the challenges of the 96th St. property became too much for Ascent, not a developer by nature, to manage. We have spent considerable time and money investing in a plan for redevelopment of this property, and have worked diligently with staff and the two adjacent property owners to tee up this property for the future. However, after several years of exhaustive efforts to move this forward, we recognize the development challenges are beyond our abilities, but can be overcome by an experienced commercial developer.

As you know, Planning Commission and City Council have an upcoming vote on a GDP Amendment proposed by the potential buyer of this property. Passage of this amendment is critical to the future of both 1326 96th St. and 550 McCaslin.

Knowing the history of St. Louis Parish and Commercial Park (SLPCP) is important to inform the upcoming vote.

The GDP Hinders Development on a Single Property & Requires Considerable Infrastructure Improvements with the First Development

Nearly 20 years ago, City Council approved a rezoning of SLPCP expanding allowable uses to include commercial retail and office. In exchange for the increase in allowable uses, the property owners agreed to a system in which the plat and PUD require unified planning by all three owners. Because of this, no single property can be developed independently without full cooperation from adjoining property owners. The result explains the multiple failures by developers at this site.

The challenge lies in the fact that the probability of all three owners being ready to simultaneously develop is very remote. Unified development means infrastructure planning and costs for all 51+ acres ends up falling on one owner – namely, the one who is ready before the others. If adjacent property owners are not ready to develop at the same time, obtaining funding for the required infrastructure improvements are nearly impossible. The infrastructure requirements are very challenging and include an extremely long water line, boring sewer under the BNSF tracks and the conveyance of stormwater from open space to the west to the extreme southeast corner eventually piping under Dillon Road. Previous would-be developers and Ascent did not have the capital, capacity or expertise to manage these requirements single-handedly.

Retail is Not Viable Under Current GDP Requirements

In exchange for tying the properties together and creating this challenging infrastructure burden, retail zoning was permitted. The location, with very little residential density in proximity, will not support businesses that sell clothes, groceries, etc. Successful businesses on this site will offer products and services catering to people in transit. Ascent fielded many inquiries with the desire to build gas, coffee and convenience retail applications to capture the high traffic volume in the corridor.

All successful retail requires strong visibility (as some of the struggling areas of McCaslin have proven). *The SLPCP's 60-foot building setback is unacceptable to every potential buyer we talked to.* United Properties is requesting to minimally adjust the setback to 55 feet. All other potential retail buyers were unwilling to pursue the property unless the standard setback in Louisville's commercial guidelines (30 feet) were used. Please note, if a 60 foot setback is required, no retail developer will buy this property.

We feel this virtually imperceptible setback modification is a minimal request for the significant benefits that will come to fruition with the development of this site.

The development regulations set forth under the 2004 GDP are outdated and thus do not facilitate, catalyze, nor create a sustainable retail corridor. The required orientation of the parking, setback, etc. have a massive impact on the success of those businesses. Forcing these conditions, that are not retail-friendly, risks the failure of these businesses.

If the old 2004 GDP scenario is enforced, as is, Ascent, the Archdiocese and Adrian Games (land owners) are getting the worst of both scenarios. Not only are we forced to coordinate our development, the exchanged value of retail zoning is worthless. Having said that, we have spent hundreds of thousands of extra dollars (literally), legal work and thousands of personnel hours in an effort to spur development at this location. The answer is not to separate the properties at this point, it is to make the minimal adjustments our buyer, United Properties, is requesting and move things forward.

United Properties

We've been very impressed by this company and its willingness to put the tremendous amount of work in to complete this development. Alicia Rhymer and her team have worked very well with all three property owners and City staff and are willing to carry the financial infrastructure burden. This is a rare buyer with a great track record of successful development across the Front Range and beyond.

UP is asking for minor changes to the setback and parking orientation. They are offering an increased landscaping package that helps with the buffer to open space, and are willing to work with the City to choose one of many aesthetic design packages. Again, UP is willing to work with a setback that is much greater than any other retail zone in Louisville. City guidelines require a 30 foot setback and UP, in consideration of the open space buffer, is willing to work with 55 feet. Please consider this minimal request to finally launch development of this property forward.

If Retail is Not Enabled to Succeed, The City Will Not Receive Revenue From This Property

With United Property's current proposal, the City has an opportunity to capture significant tax revenue from this location. As the corridor grows, more traffic is using the area and Louisville will benefit greatly from capturing customers travelling past this site.

Our belief is that if United Properties' GDP Amendment is unsuccessful, the only viable buyers for the property are non-sales tax producing entities. The inquiries we receive from a retail perspective are very similar to United Properties' plans (gas, coffee, etc.). UP is the only buyer we encountered willing to go the extra mile with infrastructure and request minimal changes to the 2004 GDP.

If this GDP Amendment and subsequent Final PUD is not approved, the future of the property will not produce revenue for the City.

Other Effects

An additional reality of the 96th St. property is its relationship to 550 McCaslin. *Ascent needs the funds from the sale of 1326 96th St. in order to proceed with the re-development at 550 McCaslin.* We estimate that a loss of the United Properties sale will result in a minimum two-year delay. Honestly, it could be

much longer, because the viable buyers will be slim. In this scenario, the City will lose revenue at *both* 96th St. and 550 McCaslin. Revenue will not be the only loss. Residents will miss out on the planned gathering space, restaurants and retail planned at 550 as well as the dedicated trail space included in the 96th St. sale. Additionally, the 96th St. development will bring jobs to Louisville in both the retail and office/industrial realms. These are key long-awaited changes residents of Louisville are wanting to see take place.

We urge you to approve this GDP Amendment, with the proposed minor adjustments to the development standards and forthcoming Final Plat/PUD this summer for the St. Louis Parish and Commercial Park. Approval of these application will very positively impact the character of the City we love.

Best,

Jim Candy
Co-Pastor
Ascent Church

Lisa Ritchie

From: John Cartwright <john.c.cartwright@comcast.net>
Sent: Saturday, February 29, 2020 12:20 PM
To: Lisa Ritchie
Subject: United Property's proposed development at 96th Street

Dear Ms. Ritchie,

I am writing the Louisville Planning Commission and City Council in support of United Property's proposed development on 96th Street. I have read through the [Narrative](#) and, on the whole, believe that this project is in the best interests of the City of Louisville and its residents.

I have been a resident of Louisville since 1995 and very much appreciate our city and its small-town feel. However, I am becoming increasingly concerned about the imbalance between our retail and property tax base. United Property's proposal and its retail/industrial opportunities are appealing from that perspective. Also the various restrictions described in the Narrative seem to be precluding any productive use for this land and benefit to the City. In addition I appreciate the provision included in the proposal to expand the City's trail system.

Thank you for your time and for conveying my support for this proposal to the the Planning Commission and City Council.

Sincerely,

John Cartwright
120 W. Pine St.
Louisville, CO 80027

Lisa Ritchie

From: Leanne Hamlin <leanne.hamlin@yahoo.com>
Sent: Friday, February 28, 2020 9:14 AM
To: Lisa Ritchie
Subject: GDP Amendment

Lisa,

I am writing to voice my support of a revision of the 96th St & Dillon Road GDP and the United Properties development plan within that property.

My husband Dennis & I currently reside at 2356 Dogwood Circle and have been residents of Louisville since 1986. So obviously we love it here! I know Louisville is consistently ranked as one of the best places to live in America and we really believe that's true. However we are concerned about the population increasing without a similar surge in retail tax dollars. So we're definitely in favor of United Properties plan for industrial & retail in a portion of the property. We often drive down 96th on our way in/out of town so having retail along the way would be nice.

The other thing that's great about this proposal is the trail expansion. We try to walk as much as possible and love the all of the trails throughout the city. Additions to connect existing trails or add new ones are an added bonus.

We encourage the City to support the amendments needed to move forward.

Thank you,

Dennis & Leanne Hamlin

Lisa Ritchie

From: meekbrien <meekbrien@comcast.net>
Sent: Saturday, February 29, 2020 6:09 PM
To: Lisa Ritchie
Subject: United Property's proposed development at 96th

Dear Planning Commission and City Council,

We have been Louisville residents for the past 28+ years and love living here. We love the convenience of trails, parks, open space, shopping and restaurants that our city has to offer and were sad to see Kohl's leave.

Since we have lived here, we have seen many beneficial improvements made to the city and feel that the proposed development of the property located at 1326 96th Street would be one more enhancement that would benefit the residents of Louisville. Over the past several years, the traffic along 96th has increased with more people using this roadway for both work and pleasure. We feel that having the convenience of a gas station and other services in this area would not only benefit the residents of Louisville, but also the surrounding communities. Additionally, this will increase the cities retail tax dollars to allow for the continued improvement of our city and the quality of life in Louisville.

Thank you,
Deanna Meek-Brien
Terry Brien
835 W. Conifer Court
Louisville, CO 80027

Lisa Ritchie

From: Richard Morgan <richardmorgan644@gmail.com>
Sent: Friday, February 28, 2020 6:22 PM
To: Lisa Ritchie; Planning Commission; City Council
Subject: GDP Amendment for 1326 96th Street

Members of Planning Commission and City Council.

My name is Richard Morgan. My family and I reside at 644 W Pine Street, Louisville, and have for the past 20 years. I understand that the Planning Commission will be discussing a GDP Amendment for the parcel located at 1326 96th Street at its March 12 meeting. I am writing to express my support for this amendment.

The area around Dillon Road and 96th Street presents a tremendous opportunity for the City to convert developable land into a revenue generating asset for the City, and it adds much needed retail services to the southwest quadrant of our town. Tax revenue from retail sales and other construction activity along McCaslin has been in decline, affected primarily by Sam's Club and Kohl's departures, and perhaps soon, Lowe's. Amending the approved uses of 1326 96th Street to include industrial and retail is compatible with the Colorado Technology Center (CTC) and activates a portion of road that already carries a steady volume of vehicle traffic. CTC is quickly approaching complete build-out. New inventory will attract innovative companies and high quality jobs. Offering retail services along the east side of 96th Street provides added convenience to our residents that doesn't exist there today, and it does not adversely impact the view plane over the open space and mountain vistas to the west.

I also understand that the applicant is United Properties. UP is an experienced developer with completed industrial projects in Broomfield. UP is offering to dedicate some of this land to the City's trail system. I know UP to be a thoughtful developer that will listen to the needs of Louisville residents. Presently, it's difficult for tenants of CTC and Louisville residents to access our incredible open space, let alone travel into Old Town without a vehicle, forcing pedestrians and cyclists to share a highway with a posted speed limit of 40 mph.

City Council's Economic Vitality Commission's Strategic Goal is "dedicated to producing reliable revenue to support City services which enhance our quality of life by fostering an economic environment that generates high quality jobs, innovative companies, and a diversity of businesses, employees, and customers." I submit that the subject GDP Amendment promotes Louisville's values by attracting companies, jobs and new sources of tax revenue, and provides retail convenience to our citizens. Thank you for considering the applicant's request to amend the GDP. This is a positive development for Louisville, and I support United Properties' request.

Thank you,
Richard Morgan

Richard Morgan
303.956.8188 (cell)
www.linkedin.com/in/morganrichardb

Lisa Ritchie

From: Kathrena Mountjoy <kathrena_mountjoy@hotmail.com>
Sent: Tuesday, February 25, 2020 10:10 AM
To: Lisa Ritchie
Subject: Retail on 96th

Dear Lisa!

We lived for many years raising our kids in south Louisville and now reside in Outlook In Steel Ranch. We love this development which the city allowed. We have run up and down 95th/96th for years and years watched the Dillion rd area lie more and more run down. We need a gas station in there for starters and other retail would be great for our beloved Louisville tax revenue esp since Kohl's left. Let's get retail under construction on hwy 42 / 96th 😊

Thank you. K Mountjoy 1868 Kalel.

/

Sent from my iPhone

Lisa Ritchie

From: KEN and LEANNE <KANDLPRESLEY@msn.com>
Sent: Sunday, March 1, 2020 2:32 PM
To: Lisa Ritchie
Subject: United Property development proposal for 96th St and Dillon

To Louisville Planning Commission and City Council

My wife and I are writing to express our strong support for United Property's (UP), development proposal for property on 96th St north of Dillon as explained in their GDP Second Amendment narrative. I believe their requested changes, as explained in that narrative and associated documents, should be approved in their entirety.

In fact, we would even encourage the planning commission and city council to be proactive and open up one particular restriction further than UP has requested, this being the 60 ft setback requirement which UP has requested by relieved to only 55ft. Given the nature of other development along 96th St we believe a setback of 40 ft or less would in no way harm or impair the city's interests in controlling such setbacks and would lead to greater commercial success for the development which would benefit the city.

My wife and I have been Louisville residents for 12 years and are very familiar with the 96th street area that is the subject of the development proposal. We drive that corridor regularly. Based on our knowledge of the area we believe the combined uses which UP has planned for the property seem completely consistent with the nature of the area. They further seem consistent with how that area is steadily developing, in particular the nature of 96th street as a growing commuter corridor. Retail services such as gas stations, convenience marts, car washes, etc are severely lacking in the area and as the corridor further develops will be of great benefit to the people that travel through.

Locating industrial space back from the road and closer to the rail line is a very logical approach. The 40ft requested building height seems very reasonable given the nature of the Tech Center development.

In short, the UP plans seem well thought out and we believe will benefit the city and the people who use the 96th street corridor. We see significant benefits to the city from tax revenue, from the infrastructure that would enable development of the other two lots, from trail system expansion, and from the convenience of new retail in that area. Please approve the request and please consider being proactive in the interest of project success and further relieving the 60 ft setback requirement beyond the 55ft UP request.

Regards

Kenneth and Leanne Presley
809 Rock Rose Ct.
Louisville, CO

**Planning Commission
Meeting Minutes
June 25, 2020
Electronic Meeting
6:30 PM**

Call to Order – Vice Chair **Rice** calls the meeting to order at 6:30 PM.

Roll Call is taken and the following members are present:

Commission Members Present: Tom Rice, Vice Chair
Steve Brauneis, Chair
Jeff Moline
Keaton Howe
Ben Diehl
Dietrich Hoefner

Commission Members Absent: Debra Williams

Staff Members Present: Rob Zuccaro, Dir. of Planning & Building
Lisa Ritchie, Senior Planner

APPROVAL OF AGENDA

Howe moves and **Diehl** seconds a motion to approve the June 25, 2020 agenda. Motion passes unanimously by a roll call vote.

APPROVAL OF MINUTES

Howe moves and **Diehl** seconds a motion to approve the June 11, 2020 minutes. Commissioner Hoefner abstains from voting. Motion passes unanimously by a roll call vote.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

None is heard.

NEW PUBLIC ITEMS

Agenda Item A: Redtail Ridge Comprehensive Plan Amendment and General Development Plan Amendment *Continued from June 11, 2020*

- A request for a comprehensive plan amendment to change the Phillips 66 special district designation from rural to suburban, change the land use mix to include multi-family residential, healthcare and lodging, and change the allowed floor area ratio and building heights; and a request for a 1st Amendment to the ConocoPhillips Campus General Development Plan to allow a mixed commercial and Residential development with to 5,886,000 gross square feet of building area

Rice says he understands but if the applicant decides to go to city council and no recommendation has been given from Planning Commission for the GDP, the applicant would have to come back to Planning Commission so that the commissioners could vote on that recommendation.

Moline says that that process sounds preferable to him.

Zuccaro says that city council has the opportunity to remand the application back to Planning Commission on the GDP. One option is that the commissioners could recommend denial of the GDP because it does not comply with the comprehensive plan as proposed for amendment. This provides maximum flexibility for the applicant so that city council can review both the comprehensive plan amendment as well as the GDP. The commissioners could request per a resolution that if city council chooses to approve the comprehensive plan amendment, council would have to send the application back to Planning Commission for a formal comprehensive plan amendment recommendation.

Rice asks what the commissioners thoughts are on staff's suggestion.

Moline says that he likes what staff has suggested because that could give the applicant more flexibility.

Brauneis says this may be the best course for the application.

Rice says motion would be to grant staff to create a resolution of denial for the GDP proposal because it does not conform to the comprehensive plan and for staff to present the resolution at the July 9th meeting.

Diehl mentions to add to the motion the request to remand the application back to Planning Commission for their formal recommendation if city council approves the comprehensive plan amendment.

Rice asks staff if that motion would work.

Zuccaro says this motion would work.

Diehl moves and **Moline** seconds a motion to grant staff to create a resolution of declination for the general development plan proposal because it does not conform to the comprehensive plan and for staff to present the resolution at the July 9th meeting. Motion passes unanimously by a roll call vote.

Agenda Item B: St Louis Parish and Commercial Park GDP, Second Amendment

Continued from June 11, 2020

- A request for approval of a second amendment to the St Louis Parish and Commercial Park General Development Plan to amend allowed uses and development standards, located at the northeast corner of S. 96th Street and Dillon Road. (Resolution 2, Series 2020)
 - Applicant: United Properties

- Case Manager: Lisa Ritchie, Senior Planner

Staff Presentation:

Before staff begins their presentation, Ritchie verifies that this application's public notice requirements have been met. They were mailed to the surrounding property owners on May 22, 2020, published in the Boulder Daily Camera on May 24, 2020, and the property was posted on May 22, 2020.

Ritchie begins her presentation with discussing the property's location and background history.

She then discusses the GDP proposal. The proposal is as follows:

- Amends use areas to align with existing property lines
- Allows portions of Zone 1 to develop with Zone 2 uses
- Adds light industrial to Zone 2 as a use by right
- Adds car wash as a special review use
- Amends FAR zones to a two-tiered system rather than three-tiered
- Revise street network from public to private
- Reduce building setback to 55' from 60'
- Allow parking between buildings and S. 96th Street with enhanced landscaping, rather than behind buildings
- Adds option for slanted roofline elements for buildings fronting S. 96th Street, rather than only requiring pitched roofs
- Amends heights for Zone 2B to 40' from 35'
- Amends FAR to increase from 306,531 sf to 369,479 sf

She also compares the properties current FAR and proposed FAR. She then gives an in depth analysis of the 2013 comprehensive plan and discusses the components that do meet the policy and components that do not meet the policy. The components that meet policy are:

- Uses are acknowledged in comprehensive plan
- Private streets provide same connectivity
- Height increase is consistent with intended character of GDP and surrounding development
- FAR increase is within comprehensive plan limits and maintains the west to east transition
- Traffic study reflects slightly less impact
- Fiscal benefit to the city

The components that do not meet policy are:

- Setback reduction
- Roof proposal in Zone 2A

Staff Recommendations:

Staff recommends approval of Resolution 2, Series 2020, with the following conditions:

- The applicant shall revise the application to provide for a minimum 60-foot building and parking setback.

- The applicant shall revise the GDP height limits within Zone 2A to be a maximum of 25 ft if a pitched roof is provided or 20 ft if slanted roofline architectural elements are provided.

Commissioner Questions of Staff:

Howe asks if staff has considered the option of a trail connecting to the Coal Creek Trail that is just to the north.

Ritchie says that that it is already an existing requirement within the GDP. It also requires an eight foot detached sidewalk on the S. 96th Street and Dillon frontage.

Howe asks if the eight foot sidewalk affects parking.

Ritchie says that staff does not believe it will affect parking because the eight foot sidewalk will be located entirely within the right of way.

Diehl asks if the original rezoning involves the zoning to cross over all throughout the properties. Is that for them to be developed with a singular design? If we amend to do this, is there a possibility that the individual properties will be developed a little more independently?

Ritchie states that when it says to align the uses within the existing property lines, much of the existing GDP also had that. More of what they were doing is feathering in the height and floor area ratios more distinctly. In this circumstance, it is unlikely given the current ownership that we would see unified development on this property as it stands today. That is why the applicant is proposing to make some of these changes to facilitate development over time. The GDP agreement and the GDP itself is still intended to work with one another in a manner that works for everyone and S. 96th Street.

Diehl says so it is currently zoned PCZD and we are not changing that correct?

Ritchie says that is correct. The only use change is the introduction of the light industrial uses and the introduction of a car wash as a special review. Other than that, the use is staying the same.

Applicant Presentation:

Jim Candy, Co-Pastor of Ascent Church

Candy starts by saying that the church's intent is to be helpful to the city and they want to collaborate with the city, local businesses, and residents.

He states that the property has been a challenge. His land attorney informed him that this property was the most challenging he has seen in the 30 years of his profession. Answering a commissioner's question earlier in the hearing, he says that the likelihood of all three property owners being simultaneous in their development is not likely.

He does believe the right people have purchased the property. He addresses the setback issue and gives a summary of the journey of why they are requesting a 55 foot setback instead of 60 feet. He has worked with two different realtors to market the property. The constant feedback they received is that the retail needs to be closer. When they talked with potential buyers, they would constantly say that they loved the property but there was no way they would do a 60 foot setback. He does not believe that retail will do well on this property with a 60 foot setback. The only developer they have had that is willing to do this is with a 55 foot setback and mentions that he does not think it will be noticeable when people drive by.

Dan McConville, St Louis Parish

McConville mentions that they had tried many times to develop on property but because it required having the three property owners develop simultaneously, it never seemed to come together. The timing between all the property owners was not working. He does believe this property is a gateway into the city and supports the GDP amendment to create this new space and amenity for Louisville. He hopes the commissioners will approve the 55 foot setback.

Megan Turner, United Properties

Turner gives an overview of the company United Properties and how they are a commercial development company. She mentions InterPark Broomfield that is in Broomfield, CO at W 112th Ave and Main St. This is a property they developed recently that includes industrial and retail space. She shows a short video that highlights the desired setback and the architectural elements for the property site. She discusses what the approval process would look like for them. First, the amendment of the GDP would need to be approved. They would then submit their GDP application for the ascent church parcel. Next is the approval process for the construction documents and then commencing the construction work. This GDP amendment is the catalyst for the parcels development to proceed in the future without GDP amendments

Alicia Rhymer, United Properties

Rhymer discusses the setback hardship and the justification of asking for the reduction of 5 feet. Moving north, the parcels get smaller and the angular shapes along the railroad get tighter. The stress is greater on the parcels when you keep moving north with the layout of the land. All three property owners must dedicate 30-35 feet in the rear for the trail to accommodate for the grade requirements. That results in a loss of 35 feet for the property owners. Each property must also do detention and water quality, which takes up significant space.

She then discusses the private access roads. There is really only one access road which is from S. 96th Street. The parcels are landlocked by the railroad so we will need a 30 foot drive aisle that will be able to accommodate the traffic. In addition, we have an 8 foot tree lawn and 8 foot detached sidewalk along S. 96th Street that we will have to provide, so we have significant hardships east and west of the property.

She also breaks down the retail development's lots and setbacks. She mentions that they are working with only 185 feet of depth, which is the minimum possible depth. She discusses a development she participated in Arvada that had a 55 setback, but that property also had 250 feet of depth in those lots and did not have the detention requirements.

She mentions how they are operating under a 16 year old GDP document. A lot has changed in this corridor. If we were operating under the city's commercial development design guidelines, an arterial street would be allowed to have a 30 foot setback if the building foot prints were less than or equal to 30,000 gross square feet. We are proposing a 55 foot setback from the arterial, which is a delta of 25 feet. For industrial buildings, an arterial street would be allowed to have a 50 foot setback if the building footprints were greater than 30,000 gross square feet. We are proposing 311 feet from the arterial with a delta of 261 feet.

She adds that their proposed design, setbacks, and building heights are consistent with other approved developments along 96th Street and Dillon Road since 2004.

She then concludes with these points:

- It is consistent with recent surrounding development and approved comprehensive plan
- Transitions building and intensity from west to east to maintain rural transition
- Enhanced and significant landscaping buffer will provided along 96th Street
- All 40-foot buildings will be 300+ feet from the 96th Street right of way (200+ additional feet than CTC on Dillon Road)
- FAR average across development is .22

Megan Turner, United Properties

Turner discusses a truck turning template, mentions the importance for semi-trucks to be able to maneuver on the site, and reiterates the importance of having 185 feet of depth for these business's trucks.

Alicia Rhymer, United Properties

Rhymer reviews the 2004 approved GDP and discusses their height transition for their GDP proposal. They will maintain a 25' maximum height for Zone 2 A, which is consistent with the previous GDP. They will maintain a 40' maximum height for Zone 2 B, which is increased by 5' height for industrial uses. They will also maintain a 35' height for Zone 3, which is no change from the original GDP.

She discusses the proposed FAR changes and gives an in-depth rationale behind the parking orientation design.

She also discusses the design enhancements that are being proposed for this PUD. These are the enhancements mentioned:

- Enhancing landscaping buffer from edge of asphalt from 96th Street

- Providing larger landscaped corners at entrances of development and line of site of vehicles driving north/south to further soften asphalt/parking to visual eye and draw attention to landscape
- Additional trees/shrubs strategically placed to screen paving area
- Topography – Site sits two-four feet below roadway

She reviews the requested proposed amendment and explains the rationale behind it. The request is to allow Zone 1 to develop with existing Zone 1 uses or any allowed use in Zone 2 with .25 limitation on FAR. The rationale behind this request is that the UP has an agreed upon deal to purchase approximately nine acres of additional land for industrial/retail development from the Archdiocese and wants to avoid future GDP amendments. Archdioceses plans to sell lot eight to end retail user and retain rest for the church/school.

She concludes her presentation by mentioning numerous ways the community will benefit from this approval. They are as follows:

- New retail to provide amenities to nearby Louisville residents and businesses
- Creates jobs through industrial developments
- Immediate activation of vacant commercial property for its highest and best use
- Makes simple a previously complicated development site for property owners and city
- Provides roadways, bike lanes, and sidewalk improvements for public use
- Use and sale tax revenue from industrial and retail users
- Allows Ascent Church to fund their vision at 550 McCaslin Blvd
- GDP amendment provides a path forward for a better project

Commissioner Questions of Applicant:

Diehl asks if they have visualizations of the difference between the 55 and 60 foot setback

Rhymer says that they do not have that.

Howe asks if the commercial and retail buildings are going to be built concurrently or at different times.

Rhymer says yes, they will be as concurrent as possible.

Howe asks if they have three pads for retail per commercial.

Rhymer says no, we have three retail pads and one tenant identified and will break ground with the industrial development at the same time.

Howe asks if the long term plan is to develop the Archdiocese plot on the southwest corner.

Rhymer says their plan of development would be to come in immediately with a phase two portion to develop nine acres of the Archdiocese parcel with industrial and retail.

Then the Archdiocese will eventually build a school or church there. That will be more immediate as a result of the infrastructure we are putting in.

Brauneis says that they did not mention within the setback if they would be changing parking and driveway access. That is part of what is changing here right?

Rhymer says that in the original parking orientation language, the GDP said the parking lots extending beyond the shadow of the building shall be shielded from S. 96th Street using landscaping that is a minimum of 30 inches above the parking level. Their request is to be able to put drive aisles and parking out in front of the building and screen that through enhanced landscaping techniques.

Diehl asks if under the current GDP, does it allow parking along S. 96th Street.

Ritchie says that when staff reads the GDP original language, it says buildings adjacent to or fronting 96th Street shall be located so as to primarily place the buildings between S. 96th Street and the parking lot. Staff relies more so on the first part of that sentence probably more than the applicant, who is relying more on the second part of the sentence. Staff does agree that the shadow of the building portion is not very clear. She then reminds the commissioners of staff's condition pertaining to this.

Diehl confirms that the first part of that sentence does indicate that parking would be behind the building.

Ritchie says that is how staff is interpreting it.

Diehl says that looking at the city's visualization of the existing setback and the proposed, he asks if this includes staff's condition.

Ritchie says the visualization shows what staff believes is the current GDP language versus what the applicant is proposing. We do not have a visualization of staff's condition.

Howe states that this development is a gateway to Louisville and mentions that he thinks some other developments have parking in the front. He says he is worried about having parking in the front because this is more of a rural setting. Is the parking in front versus the rear a deal breaker for future tenants?

Rhymer says that it is a deal breaker for not only the tenants but for the entire development. There is not enough room to bring the parking to the back of the property. Retail will lose sales if the parking is not at the front.

Howe says that during your presentation, an image showed parking in the front and the back. You are proposing that all parking would be between S. 96th Street and the buildings correct?

Rhymer says that is correct because more retail space needs a minimum of a 50 foot depth. You have to have a two way traffic drive aisle and then you have to have a 6-8

foot sidewalk for ADA requirements. There is just not enough buildable area left to do that design.

Moline asks if there is a way to reduce in some spots the trail corridor.

Rhymer speaks about the grading restraints that exist and how because of that, the site would not allow what Commissioner Moline is suggesting.

Turner shows a visual to the commissioners of the comparison of the 55 and 60 foot setback line.

Public Comment:

Barbara Parnell, 1534 White Violet Way

Parnell expresses a concern about this development being the gateway into Louisville. She believes this location is one of the most beautiful entries into the city. She is also concerned about sustainability and does not understand the concept of drive by retail. She does not feel like that would add anything to the city. She wonders if the city can buy this land if the property is so hard to develop on, then the community could decide what kind of development is needed there. She says she would like to see a development that is more walkable and less vehicle dependent. Her husband works in the CTC area and he does not envision himself using the suggested type of retail. She would like to see retail that is more community chosen.

Closing Statement by Staff:

Ritchie addresses Commissioner Moline's question about if there is a way to reduce in some areas the trail corridor. She mentions that this has been reviewed by the public works staff and we both agree that the grading as it relates to the trail is already pretty developed. What we do not agree on is the requirement for the 185 foot depth as well as the truck bay depth that the applicant is requesting. This would be the deepest truck bay design in relation to the CTC area.

Howe asks what the setback is for the McCaslin Market Place.

Ritchie says the setback between the parking area and the right of way is 23.2 feet. The setback from the property line to the building face is 96.6 feet.

Closing Statement by Applicant:

Rhymer speaks on the 60 foot building and parking setback, states that it is a big deal to this development, and is most likely a deal breaker for them. She says they have squeezed this down as much as possible with the minimum depth. She feels strongly that they can still provide a quality development that can meet and exceed the commercial design standard requirements if they could only be held to that instead of the outdated 2004 GDP document.

Turner speaks on the 130 foot depth. The truck turning radius exhibit that was shown earlier is very important in our experience that there is the space and capacity for large semi-trucks that give them enough room. It is already constrained with the detention and the configuration of the site being narrower on the north end. From their

experience, it is very important to the viability of being able to lease this building in addition to the 185 foot depth of the building.

Discussion by Commissioners:

Moline remarks on the applicant's idea of needing to have the parking in the setback. He asks staff if they have any comment on that statement.

Ritchie says that that is why staff is advising to have the parking at the same setback of the buildings instead of between the buildings and S. 96th Street. Staff thinks it is important to maintain the buffer between open space. Parking does have an impact to the adjacent open space and they are just trying to keep the development away from open space.

Moline says that the applicant is saying that the parking arrangement is challenging for the type of development they want to have there. Does staff think that is an accurate statement?

Ritchie says that this development does have drive aisles so the visibility of vehicles is there but not as much as parking areas themselves. She then discusses how parking could work on the back of the property versus in between the buildings and S. 96th Street.

Moline says that he is inclined to support staff on this proposal. He appreciates what the developer is trying to accomplish on this property and the thoughtful design but he is looking for a way to retain the setback on these lots. The parking setback is what most is concerning to him.

Diehl discusses the comprehensive plan guidelines and says the last criteria is what he is having difficulty for this application because it says, "The uses in the special district will be separated and buffered from the surrounding roads to maintain an appearance of a rural entryway to the city." He discusses the zoning history for the property and how it needs to have a buffer in place because it is a gateway into the city. The proposal as it stands right now is giving up that buffer and going against the comprehensive plan. He thinks a good compromise is to have the parking on the side.

Howe says he does not want to lose the buffer between the open space but he wants to see this land developed. He thinks we need to preserve the setback. We are not here redo the comprehensive plan, but to make sure it is enforced for new developments. This area is more rural and that should be upheld. We should abide by that.

Brauneis says that the comprehensive plan is clear and the GDP was originally based on that. This is a different location that we might not want this type of development on. He finds that the setback in place is essential for maintaining the adjacency of the open space and the gateway it is for the city.

Rice says that he is convinced that because of the uniqueness of the property, for instance the narrowness on the north side, the depth may need the additional 5 feet. He does not think that five feet is very substantial in terms of retaining the buffer that we are looking for. He would support that the setback be changed to 55 feet. The bigger issue

for him is the parking in that area. He is sympathetic to the idea that the retail tenant the applicant would like to market this property to is only in favor for the parking that has been suggested by the applicant. As the fellow commissioners have pointed out though, that seems to be contrary to what we are being told by the comprehensive plan. In all honesty, the applicant's parking suggestion is not providing any buffer. He cannot support the parking for that area.

Brauneis asks if staff's recommendations still maintain that buffer.

Rice says that it does. He reads the resolution and staff's two conditions. He mentions that the applicant is only agreeing to staff's second condition.

Moline says he would like to make a motion to approve the resolution with the two conditions as drafted.

Diehl asks if that would mean that they would allow the 55 foot setback.

Rice says no because according to how the resolution is drafted, it would only allow a 60 foot setback and that setback would be for the building and parking.

Diehl says he agrees with what Rice said about the 55 foot setback. It does not seem very substantial and if that setback is meaningful for the development, he is fine approving that portion. He also agrees though that the proposal as it stands right now is giving up the needed buffer because of the parking location. He asks Vice Chair Rice how they should make this motion.

Rice says that they would just have to make a motion to amend the resolution from a 60 to 55 foot setback.

Howe moves and **Moline** seconds a motion to approve Resolution 2, Series 2020, recommending approval of a second amendment to the St Louis Parish and Commercial Park General Development Plan with the following conditions:

- The applicant shall revise the application to provide for a minimum of a 55 foot building and parking setback
- The applicant shall revise the GDP height limits within Zone 2A to be a maximum of 25 ft if a pitched roof is provided or 20 ft if slanted roofline architectural elements are provided.

Motion passes 4-1 by a roll call vote.

Name	Vote
Tom Rice	Yes
Steve Brauneis	Yes
Keaton Howe	Yes
Ben Diehl	No
Jeff Moline	Yes
Motion passed/failed:	Passed

Howe moves and **Moline** seconds a motion to continue agenda items C and D for the July 9, 2020 meeting. Motion passes unanimously by a roll call vote.

**Planning Commission
Meeting Minutes
August 13, 2020
Electronic Meeting
6:30 PM**

Call to Order – Vice Chair **Rice** calls the meeting to order at 6:30 PM.

Roll Call is taken and the following members are present:

Commission Members Present: Steve Brauneis, Chair
Tom Rice, Vice Chair
Jeff Moline
Keaton Howe
Dietrich Hoefner
Debra Williams
Ben Diehl

Commission Members Absent:

Staff Members Present: Rob Zuccaro, Dir. of Planning & Building
Lisa Ritchie, Senior Planner
Harry Brennan, Planner II
Elizabeth Schettler, Sen. Admin Assistant

APPROVAL OF AGENDA

Brauneis moves and **Williams** seconds a motion to approve the August 13, 2020 agenda. Motion passes unanimously by a roll call vote.

APPROVAL OF MINUTES

Howe moves and **Williams** seconds a motion to approve the June 25, 2020, with Commissioner Diehl's correction, July 9, 2020, and July 16, 2020 minutes. Motion passes unanimously by a roll call vote.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

None is heard.

NEW PUBLIC ITEMS

Agenda Item A: St Louis Parish and Commercial Park GDP, Second Amendment

A request for approval of a second amendment to the St Louis Parish and Commercial Park General Development Plan to amend allowed uses and development standards, located at the northeast corner of S. 96th Street and Dillon Road. (Resolution 9, Series 2020)

- Applicant: United Properties
- Case Manager: Lisa Ritchie, Senior Planner

Hoefner informs the commissioners that he will be absent from the board while agenda item A is discussed and deliberated.

Staff Presentation:

Before staff begins their presentation, Ritchie verifies that this application's public notice requirements have been met. They were mailed to the surrounding property owners on July 24, 2020, published in the Boulder Daily Camera on July 26, 2020, and the property was posted on July 24, 2020.

Ritchie discusses the property's location and background history.

In regards to the applicant's proposal, Ritchie reviews the existing and proposed buffer standard. For the existing buffer standard, parking lots extending beyond the shadow of the building shall be shielded from S. 96th St using landscaping and berms that are a minimum of 30" above the parking lot level. For the proposed buffer standard, parking lots adjacent to S. 96th St shall be shielded from S. 96th St using enhanced landscaping techniques such that it is effectively buffered. Enhanced landscaping will exceed the CDDSG by means such as additional trees, shrubs and/or screen wall to be further detailed with PUD process with goal of minimizing the view of parking areas from S. 96th St to the greatest extent feasible.

In relation to staff's analysis of the comprehensive plan and the applicant's proposal, the 96th and Dillon Road Rural Special District serves as the rural gateway to the City of Louisville. The area will include a mix of commercial, institutional, and industrial uses. The uses in this special district will be separated and buffered from the surrounding roads to maintain the appearance of a rural entryway to the City.

Staff Recommendations:

Staff recommends approval of Resolution 9, Series 2020 with the following conditions:

- The applicant shall revise the application to provide for a minimum 55-foot building and parking setback.

Commissioner Questions of Staff:

Rice reviews planning commission comments from the past meeting and clarifies that they recommended that this proposal get reduced to a 55 foot setback, and the position of staff is that neither buildings nor parking should be closer than 55 feet.

Ritchie says that that is correct. She makes clear to the commissioners that as proposed by the applicant, there could be drive aisles within the parking setback.

Rice confirms that parking cannot be closer than 55 feet as per staff's recommendation

Ritchie says yes, that is staff's recommendation.

Rice also confirms that the applicant's view point is that the building should be limited to a 55 foot setback but that the parking should be closer, as close as 30 feet to the roadway.

Ritchie says yes, that is the applicant's proposal.

Williams asks if staff is okay with having the parking lot between 96th St and the buildings.

Ritchie says the way the condition is drafted would allow either parking or building so there would be no distinction.

Williams asks if originally no parking would be in the front.

Ritchie says yes, that is the current standard.

Williams asks if we are letting that standard go.

Ritchie says yes, staff recognizes that some flexibility there could be beneficial for the applicant. We feel more strongly about the depth of buffer.

Howe asks if staff could clarify exactly where the proposal would be built.

Ritchie, using an image of the parcel, shows where the proposal would be along the area fronting S. 96th Street.

Brauneis says that regarding the proposed change in the enhanced landscaping, his concern is that it does not have a big enough difference from the existing language. He is concerned with the language that mentions these phrases: "goal of minimizing... greatest extent feasible." It concerns him that that language may not be strict enough. He asks staff if they think this language provides strong enough requirements that would satisfy the community.

Ritchie says that he brings up two interesting points. One being how much landscaping does the city want? Do we want a heavy landscape buffer when it is adjacent to a rural open space? If this is not the right language, we would like the commissioners feedback on that and what it could be changed to. We also recognize though that parking lots are not an attractive feature and if that is now allowed in front of the buildings, our intent is to make sure that the applicant's treatment of the landscaping is important and elevated.

Zuccaro says that staff prefers the language that will allow the largest buffer possible. Because of the adjacency to open space, having it continue to feel open is the ultimate goal. Throughout this entire proposal, we have recommended the maximum buffer possible, while the applicant has proposed more landscaping in lieu of the buffer. We have had concerns about this language and its enforceability. We are trying to get comfortable of the language but if we have a maximum buffer, that is very important in our opinion.

Applicant Presentation:

Alicia Rhymer, United Properties

Rhymer begins her presentation by reviewing the 2004 approved GDP, where the 60 foot setback and parking orientation originated. She then moves to discussing the 2013 approved comprehensive plan in regards to special districts and what special districts are.

She reviews how this property is referred to as the 96th and Dillon Special District in the City’s 2013 Comprehensive Plan and is designated as Rural. The language in the plan states the following:

- The 96th and Dillon road Rural Special District serves as the rural gateway to the City of Louisville. The area will include a mix of commercial, institutional, and industrial uses. The uses in this special district will be separated and buffered from the surrounding roads to main the appearance of a rural entryway to the City.

She mentions that in the above language, no building or parking setbacks are stated in the comp plan and that the 55 feet is not required anywhere in the comp plan.

She reviews other developments, such as CTC and Delo Plaza, parking setbacks and buffers. For example, for CTC, the allowable parking setback was 20 feet. Delo Plaza has a 35 foot setback and buffer. She mentions that they have parking along 96th St.

She shows the commissioners images of the transportation master plan and the trails map, and discusses the east and west site constraints in relation to the parking setback hardship. A 3-D image is shown through the perspective of the 55 foot setback hardship.

She concludes her presentation with discussing their current proposal and comparing the landscaping buffer. The current proposal is below with the following design enhancements:

Standard	GDP	Comp Plan	CDDSG	Proposed	Delta to CDDSG/AD
Building setback	60 ft	No setbacks stated – rural transition	30 ft	55 ft	+25 ft
Parking setback	60 ft	No setback stated – rural transition	25 ft	30 ft	+ 5 ft

Design Enhancements:

- 8-foot tree lawn and detached sidewalk
- 43 ft. or greater landscaping buffer from 96th St (including ROW)
- Larger landscaped corners at entrances of development to soften asphalt/parking to visual eye and draw attention to landscape
- Additional trees/shrubs strategically placed to screen paving area
- Topography – Site sits 2-4 feet below roadway

Commissioner Questions of Applicant:

Moline mentions that she displayed a four lane image of 96th St. Is that consistent with what the city is anticipating with that cross street section?

Rhymer says yes, we would be adding a turning lane and completing the official two lanes on our side. We will also be adding a left turn lane.

Diehl mentions that she made a comment about the rural entryway being a focus for Dillon Rd and 96th St and how that might also apply to CTC. He asks how that was referenced in the comp plan.

Rhymer says that the language says 96th St and Dillon Rd, a rural special district, so it applies to both of those corridors.

Diehl says that it sounds like to him that how they interpreted that principle is that it should apply all the way down to Dillon Rd.

Rhymer says yes, that is correct.

Ritchie reminds them that when we look at that policy and its language, the CTC is its own separate district and language.

Diehl asks if she can clarify on the 8 foot tree lawn mentioned on one of her presentation slides.

Rhymer says that where the image is cut off from the presentation slide, on the other side of the sidewalk, we would have an additional 8 foot tree lawn that is not shown on the slide but that would be in place. There is even more landscaping than what is even being shown on the image.

Diehl asks that if you are in a car driving north on 96th St, is it your interpretation that that is the rural entryway.

Rhymer says that she does. She drives this corridor multiple times a week and that it would be the rural entryway.

Williams asks about the other portion of the property that is not being developed at this time. Would we want to have some continuity for the rest of the parcel?

Rhymer says that the amendments that we are asking for applies to all three parcels. So the 55 foot setback, as well as the parking setback and landscaping we are proposing would also apply to all three parcels.

Brauneis says he is unsure how they came up with the 80 feet. He asks if she can explain it in greater detail.

Rhymer says that if they were to provide a 55 foot parking setback, which has to be from the property line, plus the tree lawn and the right of way, says that it gets to be around 30 feet.

Brauneis asks if that is actually 16 feet, totally 71 feet.

Williams says that with the 8 foot tree lawn, 8 foot sidewalk, plus the 30 feet you are asking, it is totaling to 46 feet from the edge of the property line.

Rhymer says that is probably correct. It is most likely 71 feet.

Moline asks if there is a reason that they cannot push all of this further back and even to the point of re-platting the open space.

Rhymer says the struggle with that is grading and the retention. We have to look at how this affects all three parcels, not just one.

Moline asks if there is a consideration of re-platting the city buffer back where the trail is or narrowing it.

Ritchie says due to the grading, the width of that is needed. From a policy perspective, if planning commission feels that they should have a discussion on the necessity of having that trail there, which would be a big discussion if we want to go away from having that trail concept.

Howe mentions that it may seem awkward to have the middle of the lot developed and the other parts not yet developed. What is the concurrency of the development to the adjacent lots?

Ritchie says that the application includes no concurrency for the proposal right now.

Rhymer mentions that this development is the catalyst to get the adjacent lots developed. They will not be able to move forward until this development does.

Howe states he is having difficulty because the approach is not towards a comprehensive ownership. Although we are discussing the entire property, we are really only reviewing the middle portion.

Zuccaro that the expectation of the city is that this property all be developed together, cooperating on their proposal and development together.

Ritchie mentions that staff has not discussed concurrency agreements with the applicant.

Howe asks the applicant where they stand on having a 40 foot parking setback.

Rhymer says that if we get a 40 foot parking setback, drive aisles that are allowed within it, and a landscaping buffer, we could do that, but they run the risk to come back to planning commission and get a waiver in order to encroach on that when the retail can't make that space work.

Public Comment:

Jim Candy, Pastor of Ascent Church, 550 S McCaslin Blvd

Candy comments back on the question about concurrency. He says they are required to work together with the adjacent owners which we have been regarding infrastructure, platting, but there is no requirement that all three builders need to be ready to build at the same time. Wanted to make sure they were all on the same page on that.

Closing Statement by Staff:

Zuccaro summarizes what a typical industrial development is and how this proposal compares to the CTC. He reminds the commissioners that staff's expectation is that all three parcels will work together on a coordinated site design. He also reminds them that the comp plan policy of the rural gateway does not apply to the CTC, which was referenced in the applicant's presentation. He recaps the commissioner's staff's recommendation and believes their recommendation has found a good middle ground for the applicant.

Howe asks about the 8 feet of tree lawn and 8 feet of detached sidewalk and asks what if the applicant got to 40 feet.

Zuccaro says that if you look at the 55 foot buffer at CTC, the other buffers we have are on top of the tree lawns of the 55 foot buffer and you have a tree lawn. It is not combined.

Ritchie says that is correct. The sidewalk for the most part of the eastern side of the CTC is 8 feet wide. The tree lawn varies in width anywhere from 2 – 12 ft. For the 16 feet, staff does not view that as part of the buffer as that is required for every development.

Closing Statement by Applicant:

Rhymer begins by reading the comp plan language for special districts and discusses how the 60 feet setback was established 16 years ago. She states that a lot changes in 16 years. They have done their best to work with the city and give where they can but they feel that a 30 foot parking setback with a 43-46 foot landscaping buffer is sufficient.

She then discusses how they could do a regional detention center all on the archdiocese property, but how that scenario is not ideal. There is a large channel on the back that has to go there. The reason for that is because between their parcel and the archdiocese parcel, the city has decided to convey all the offsite flows coming from the open space and the roads to pipe it there in that parcel. These three parcels have the burden to convey 67 acres of offsite flows across this parcel. We have to do that through an open ditch. To pipe that would be very costly and as we know, the city is not willing to share in that cost. From there, that has to get over to Dillon Rd. We have to then open ditch that which had to get 30 ft. from there all the way to Dillon Rd. We cannot avoid the fact that we have to convey someone else's flows across our property.

She concludes by saying that they are locked on our design because of the various variables she mentions above.

Megan Turner, United Properties,

Turner shows the commissioners the constraints they have and how it affects the industrial portion and the trailer port. She also addresses truck turning on the site and how the 180 ft. depth on the building is important to get quality tenants.

Kevin Kelley, United Properties

Kelley discusses his disagreement of Director Zuccaro's summation. He mentions that in the last five years, Etkin Johnson has not built a building in the CTC that is less than 180 ft. deep and have not built a truck court less than 130 ft. Every modern industrial building that attracts quality tenants has this standard. He states that they will not build less than 180 ft. deep.

Discussion by Commissioners:

Howe says that he understands the need for this to be marketable for the developer. What is most important for this proposal is what is facing 96th St. Without this setback determination, there cannot be a good tenant and it will increase vacancy. This land has been an eye sore for a while. Unfortunately this lot is very awkward, being between commercial and open space. We need to minimize the retail vacancy and try to honor this rural entryway. The question is if the city wants to develop this land. If not, then we should say that we must have this setback. If we do, then we have to create a setback that will attract future tenants. He says that he is torn in between the two and would hate to have to fight between ten feet. To compare this to the CTC is unrealistic. This is not commercial/industrial. It is also not retail like Delo Plaza. He thinks that we need a compromise between both parties to find a solution.

Diehl says that the rural entryway is a key component to the comprehensive plan. He recognizes that this is a unique property. He discusses more in depth of the importance of maintaining the rural entryway and how to sustain that with new development in this location. He wants to work with both parties involved so that that the rural entryway is not compromised.

Moline says that he agrees with Diehl. He is hopeful that they can find a solution and appreciates the applicant trying to find a solution. He also appreciates what Director Zuccaro said during his summation. In the 16 years since this has been zoned with this setback, that setback is just as important now than when it was first instituted. Protecting and preserving the rural area from 96th St is essential. He thinks having the 10 or 15 feet additional buffer would retain that and is an important consideration.

Williams says that when she looks at the comp plan and how it has had this criteria for a rural gateway for many years, she has to heavily consider that. When she looks at the adopted GDP of 60 feet and how staff has already created a condition of approval at 55 feet, she thinks the city is working with the developer. She thinks that that is reasonable at this point and leaning in that direction.

Brauneis says that he finds that this property is different. From going to 60 to 55 feet, allowing the parking to face 96th St, and in allowing drive aisles within that setback space, he thinks that perhaps they have gone too far. He mentions that there was

wisdom in requiring the 60 feet requirement, and thinks the proposed design does not fit a space that is the rural gateway to the city.

Rice discusses the concept of enhanced landscaping. In his opinion, a buffer creates actual space and enhanced landscaping will only screen what is trying to be screened, which is not a sufficient buffer. That is just a wall of trees. He does not think that approach solves the problem. He mentions that he was also very struck by Pastor Candy's letter that he submitted saying that their church needs to move forward with their other development and the financial aspect of this. He wants to get this project moving. It has to be recognized that at the last meeting, there was a compromise of giving the additional 5 feet. The original plan was to have the parking east of the buildings. We are even allowing the parking to come up to the 55 foot mark. He believes that there has already been compromise. The applicant is saying that they cannot give up that additional 5 feet, and staff believes it is appropriate to stick to the 55 feet. He is reluctant to try to compromise with the applicant. For example, the applicant wanting a 35 setback and staff wanting a 55 setback and meeting in the middle of the two in order to compromise is, in his opinion, not an appropriate way to solve the problem.

Diehl moves and **Moline** seconds to approve Resolution 9, Series 2020.

Motion passes 5-1 by a roll call vote.

Name	Vote
Chair Steve Brauneis	Yes
Vice Chair Tom Rice	Yes
Keaton Howe	No
Jeff Moline	Yes
Debra Williams	Yes
Ben Diehl	Yes
Motion passed/failed:	Passed

Agenda Item B: 578 S Pierce PUD and SRU

A request for a Planned Unit Development and Special Review Use to allow development of a new single-story building for pet care (dog day care) and associated site improvements. (Resolution 11, Series 2020) **REQUEST TO CONTINUE TO SEPTEMBER 10, 2020**

- Applicant: Dogs for Days, dba Camp Bow Wow
- Case Manager: Harry Brennan, Planner II

Hoefner re-joins the meeting to partake in the discussion of agenda items B and C.

Brauneis moves and **Howe** seconds a motion to continue agenda item B to the September 10, 2020 planning commission meeting. Motion passes unanimously by a roll call vote.

Agenda Item C: Parbois Place PUD – 3rd Amendment

A request to for a third amendment to the Parbois Place PUD to remove the requirement to demolish the garage on Lot 6, located at 543 County Road. (Resolution 10, Series 2020)

- Applicant: Lynn Koglin
- Case Manager: Harry Brennan, Planner II

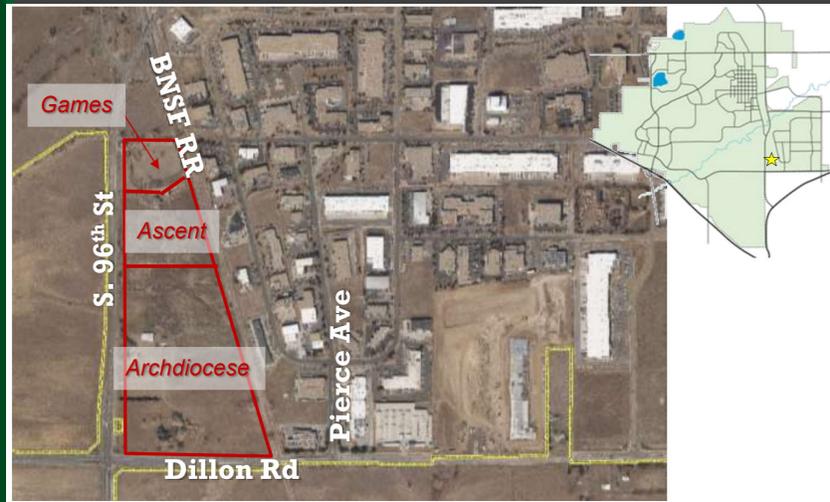
City Council

September 15, 2020

St Louis Parish and Commercial Park General Development Plan 2nd Amendment

Approval of Ordinance 1800, Series 2020, approving a request for a
Second Amendment to the GDP, with a condition.

St Louis Parish
& Commercial
Park GDP
Vicinity Aerial



St Louis Parish & Commercial Park GDP

Background

- 51.6 acres
- Annexed between July 1996 and February 1997
- Initially zoned Agricultural
- Zoned PCZD along with St Louis Parish and Commercial Park GDP in 2004
 - Agree to provide integrated and coordinated development
- 1st Amendment approved in 2017
 - Allows religious institutions in Zone 2
- Preliminary Plat and Preliminary PUD approved for Ascent Church in 2018
- Ascent purchased 550 McCaslin in 2019, property now under contract by applicant, United Properties



St Louis Parish & Commercial Park GDP

Analysis

- 2013 Comprehensive Plan
 - *The 96th and Dillon Road Rural Special District serves as the rural gateway to the City of Louisville. The area will include a mix of commercial, institutional, and industrial uses. The uses in the special district will be separated and buffered from the surrounding roads to maintain the appearance of a rural entryway to the City*
 - Allows up to .25 FAR and heights up to 3 stories if located out of the public view shed and buffered by surrounding topography and open space

St Louis Parish & Commercial Park GDP

Analysis

Components that meet policy

- Uses are acknowledged in Comp Plan
- Private streets provide same connectivity
- Height increase is consistent with intended character of GDP and surrounding development
- FAR increase is within Comp Plan limits and maintains the west to east transition
- Traffic study reflects slightly less impact
- Fiscal benefit to the city

Components that do not meet policy

- Parking Setback reduction

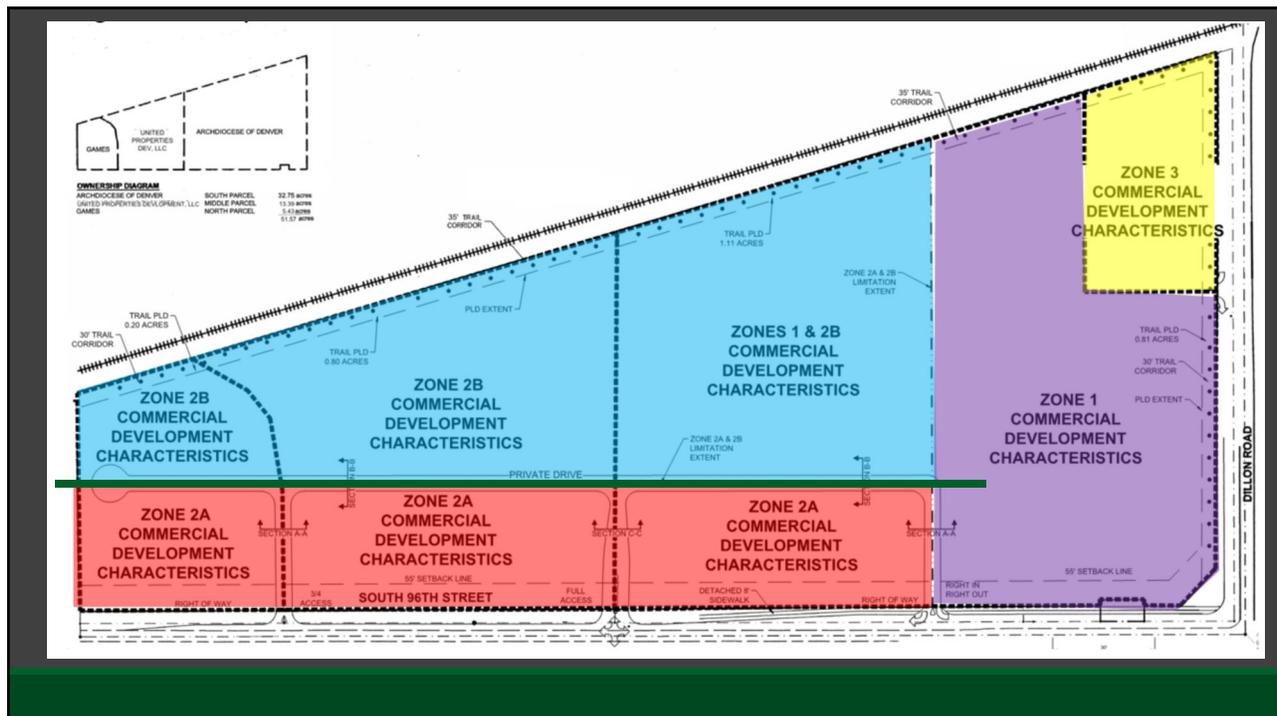
Standard	CDDSG	Adopted GDP	Condition of Approval	Proposed
Building Setback	30 feet	60 feet	NA	55 feet
Parking Setback	25 feet	60 feet+, required to be behind building and screened with berms and/or landscaping if visible from 96 th St.	55 feet in Zone 2A	30 feet in Zone 2A 55 feet in Zone 1

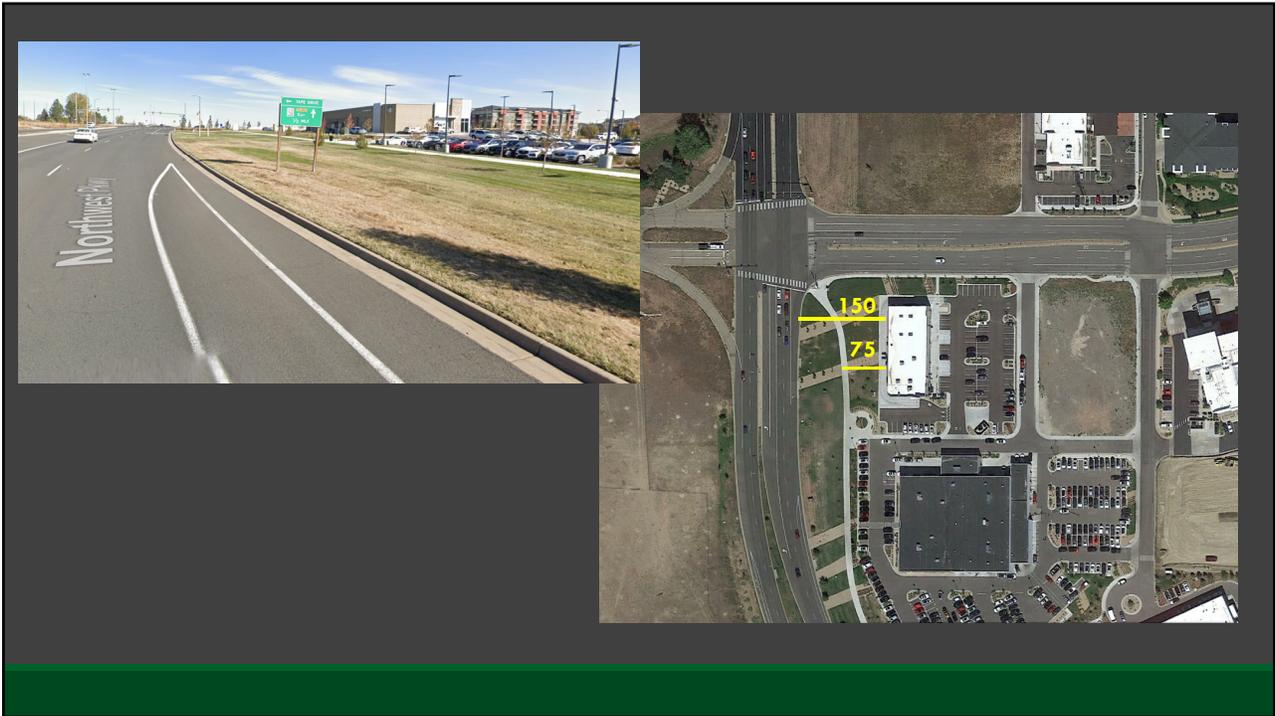


St Louis Parish & Commercial Park GDP Analysis

Four suggested reasons for request for parking setback reduction

- Lot lines on preliminary plat should not be revised
- Improvements in right-of-way should help meet buffer requirement
- Lots fronting S. 96th St are not marketable with a deeper setback
- Intended development at the rear of the property will not have adequate depth







Applicant request 130' truck bay and 180' building depth

Project	Year Approved	Status	Truck Bay Depth	Building Depth	Difference
1875 Taylor	2019	Approved	104'	161'	-45'
2035 Taylor	2017	Constructed	109'	190'	-11'
1900 Taylor	2014	Constructed	111'	170'	-29'
2000 Taylor	2015	Constructed	110'	180'	-20'
1772 Prairie	2013	Constructed	112'	153'	-45'
1699 Cherry	2017	Constructed	112'	140'	-58'
633 CTC	2016	Constructed	110'	180'	-20'
700 Tech Ct	2015	Constructed	110'	165'	-35'
725 Tech Ct	2015	Under Construction	110'	165'	-35'
600 Tech Ct	2015	Constructed	108'	160'	-42'
609 S. 104 th	2018	Under Construction	129'	230'	+49'
682 CTC	2018	Under Construction	129'	230'	+49'

**St Louis Parish
& Commercial
Park GDP**
Recommendation

Staff Recommends approval of Ordinance 1800, Series 2020, with the following condition:

- The applicant shall revise the application to require a minimum 55-foot parking setback for Zone 2A

**SUBJECT: DISCUSSION/DIRECTION/ACTION – STREET FAIRE UPDATE
AND 2021-2023 LICENSE AGREEMENT**

DATE: SEPTEMBER 15, 2020

PRESENTED BY: KATIE ZOSS, ARTS AND EVENTS PROGRAM MANAGER

SUMMARY:

The Louisville Downtown Business Association (DBA) has proposed a license agreement for the operation of the 2021-2023 Downtown Louisville Street Faire. The license agreement also addresses the finances of the 2020 Street Faire, which was canceled due to the widespread pandemic Novel Coronavirus (COVID-19).

ADDITIONAL INFORMATION:

The DBA has been an effective presenter of the Downtown Louisville Street Faire since 2000. Since 2016, the City of Louisville has partnered with the DBA through a license agreement providing funding for the DBA to hire a Street Faire Manager. Through this partnership, the DBA continues to present the popular summer concert series that brings major musical acts to Louisville’s downtown and draws large crowds of attendees from Louisville and surrounding communities.

Through previous License Agreements with the DBA, the City Council agreed to financially assist the Street Faire program through 2020 with the following assistance:

1. City will provide police services for the Street Faire season
2. City will provide parking shuttle services
3. City will provide \$45,000 to the DBA to hire an event coordinator to handle planning and operations duties of the Street Faire
4. Should Street Faire revenues not exceed the DBA’s costs to operate the Street Faire, the City will provide a payment equal to 80% of the net loss from operations.

The agreement also states “the Street Faire Committee maintains artistic autonomy concerning musical palette, genre, band size and budget.

An amendment added to the 2018-2020 License agreement in 2019 made the following additions:

1. City will provide \$25,000 in funding to hire to more well-known “Brand Bands” to play during the 2020 concert series.
2. City may appoint a member of City Council to serve as a member of the Street Faire Committee.

The proposed 2021-2023 license agreement is similar to the previous license agreement. Noted updates are as follows:

1. Updated the dates to 2021, 2022, and 2023.
2. Sec. 4B(3), changes the 3 p.m. street closure time to 2 p.m.
3. Sec. 8, expands the description of signs to accommodate posting any updates to public health rules.
4. Sec. 22, adds 'video conference' to the ways a Street Faire committee member can attend a meeting.
5. Sec. 23E, clarifies how the DBA may spend funds for the two more well-known "Brand Bands," with the City representative's approval.
6. Sec. 23F, addresses 2020 finances due to the canceled Street Faire
7. Sec. 23G, clarifies that the City and DBA will split the costs for the tent setup/take down/storage.
8. Sec. 33, adds a force majeure clause.
9. Exhibit C, has the 2021 dates.

Staff has reviewed Section 23F, which addresses the 2020 finances due to the necessary cancellation of the 2020 Street Faire. The DBA was able to limit a number of costs including band fees, and half of the Street Faire Manager's salary. However, many administrative and marketing costs had already been incurred prior to the cancellation of the Street Faire. Utilizing the established loss/revenue sharing calculations in the 2018-2020 License Agreement, staff has calculated that the City would owe the DBA roughly \$12,000 to cover 2020 losses. City staff and the DBA recommend that a fair way to address the 2020 finances is that the DBA will not request an additional payment from the City and both the City and DBA will consider 2020 a wash.

The contract has been reviewed by the City Attorney and minor changes are noted in the attached redline document.

One addition to the agreement has been recommended. In 2020, the Street Faire could not be held due to pandemic-related force majeure. Given the uncertainty of future Public Health recommendations related to COVID-19 and their impact on future Street Faire operations, the City Attorney has recommended an addition of Section 23 H to the proposed license agreement to lessen the financial risk of the Street Faire should the operation be impacted again by COVID-19.

DBA President Rick Kron has reviewed the license agreement with the proposed changes and the addition of Section 23 H. The DBA has no objection.

FISCAL IMPACT:

2021, 2022, and 2023 City payments to the DBA for the Street Faire as included in the proposed license agreement are \$70,000 annually:

SUBJECT: STREET FAIRE UPDATE AND 2021-2023 LICENSE AGREEMENT

DATE: SEPTEMBER 15, 2020

PAGE 3 OF 3

- \$45,000, split into two payments of \$22,500, to facilitate the hiring by the DBA of a Street Faire General Manager.
- \$25,000 to facilitate the hiring of two more well-known “Brand Bands” to play during the Street Faire concert series.
- The license agreement further outlines a revenue-sharing and loss-sharing arrangement in section 23 D.

PROGRAM/SUB-PROGRAM IMPACT:

The funding request in the 2021-2023 License Agreement meets the goals and objectives of the Cultural Arts and Special Events Sub-Program. Specifically, providing quality summer music programming in Louisville for residents and visitors.

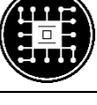
RECOMMENDATION:

The DBA has been a strong partner with the City in producing the Downtown Louisville Street Faire in the past and staff recommends approving a license agreement for the extended operation of the Street Faire for 2021-2023.

ATTACHMENT(S):

1. 2021-2023 Street Faire License agreement with markup from City Attorney
2. 2021-2023 Street Faire License agreement clean copy
3. 2018-2020 Street Faire License agreement

STRATEGIC PLAN IMPACT:

<input type="checkbox"/>	 Financial Stewardship & Asset Management	<input type="checkbox"/>	 Reliable Core Services
<input type="checkbox"/>	 Vibrant Economic Climate	<input checked="" type="checkbox"/>	 Quality Programs & Amenities
<input checked="" type="checkbox"/>	 Engaged Community	<input type="checkbox"/>	 Healthy Workforce
<input type="checkbox"/>	 Supportive Technology	<input type="checkbox"/>	 Collaborative Regional Partner

**LICENSE, IMPROVEMENT AND ASSISTANCE AGREEMENT
(2021, 2022, and 2023 Louisville Street Faire)**

THIS LICENSE, IMPROVEMENT AND ASSISTANCE AGREEMENT (hereinafter “Agreement”) is made and entered into this ____ day of _____, 2020, by and between the City of Louisville, Colorado, a municipal corporation (hereinafter “City”) and the Downtown Business Association of Louisville, Inc., a Colorado nonprofit corporation (hereinafter “DBA”).

WHEREAS, the City is the owner of certain real property located at 824 Front Street, Louisville, Colorado, and adjoining rights-of-way and parking areas, as legally described on Exhibit A and depicted on Exhibit B, attached hereto and incorporated herein by reference; and

WHEREAS, the DBA desires to occupy such property from the City on a non-exclusive basis for conduct of the Louisville Street Faire; and

WHEREAS, the City is willing to grant the DBA a revocable license to use and occupy such property on a non-exclusive basis, upon the other terms and conditions of this Agreement; and

WHEREAS, the City and DBA also desire to set forth mutual agreements regarding the wrap-up of the 2020 season and the City’s provision of financial and service assistance for operation of the 2021, 2022, and 2023 Louisville Street Faire Seasons.

NOW, THEREFORE, the City and DBA agree as follows:

1. Licensed Premises. The City hereby grants to the DBA a non-exclusive and revocable license to use and occupy that certain real property located at 824 Front Street, Louisville, Colorado, together with portions of adjoining rights-of-way and parking areas, as legally described on Exhibit A and depicted on Exhibit B, together with improvements thereon (hereinafter the “Licensed Premises”). The DBA may use and occupy the Licensed Premises during the “DBA Exclusive Use Times” designated pursuant to this Agreement.

2. Term. This Agreement shall continue until terminated as provided herein or by written agreement of the parties.

3. Exclusive Use Periods. A. For the year 2021, the DBA shall have exclusive use of the Licensed Premises for conduct of the Downtown Louisville Street Faire (“Street Faire”) on the dates set forth on Exhibit C, attached hereto and incorporated herein by reference or as otherwise approved in writing by the City Manager and the DBA by April 30, 2021. For 2022

and 2023, by January 31 of each such year, the DBA and the City shall designate by mutual written addendum to this Agreement the DBA exclusive use dates and times for that year. Such addendum shall be executed by the City Manager and the DBA and attached to this Agreement. If the parties are unable to reach mutual agreement by January 31 on that year's dates and times of DBA use, then the City at its option may terminate this Agreement or set such dates and times as it determines, either action to be by written notice given to the DBA. There shall be no more than 8 event dates each year in 2022 and 2023 unless otherwise agreed in the annual addendum. The designated periods of the DBA's exclusive use shall be referred to in this Agreement as the "DBA Exclusive Use Times".

B. The DBA's use and occupancy of the Licensed Premises shall be limited to the DBA Exclusive Use Times designated pursuant to this Agreement. Except for the DBA Exclusive Use Times, the City shall have the right to occupy or use all portions of the Licensed Premises for any purpose of the City, including but not limited to renting or licensing the Licensed Premises to other groups for performances or events. Any such rental or license by the City to third parties shall not include any of the DBA's personal property stored on the Licensed Premises.

C. Notwithstanding anything in this Agreement to the contrary, the mutual designation by the parties of any DBA Exclusive Use Times shall not in any way limit or impair, or be construed to limit or impair, the City's rights to terminate this Agreement for breach or for convenience as set forth in Sections 20 and 21 of this Agreement.

D. The DBA agrees that it does not have or claim, and shall not at any time in the future have or claim, any ownership interest or estate in the Licensed Premises, or any other interest in real property included in the Licensed Premises, by virtue of this Agreement or by virtue of Licensee's occupancy or use of the Licensed Premises. The permission granted to the DBA to use the Licensed Premises is a revocable license and not a leasehold interest or any other estate in the property.

4. Purposes. The Licensed Premises may be occupied and used by the DBA pursuant to this Agreement solely for the following purposes:

A. Construction, installation, maintenance, operation, repair and replacement of site improvements for conduct of the Street Faire, pursuant to the provisions of this Agreement;

B. Conduct of the Street Faire during the DBA Exclusive Use Times, which consists of musical performances, food vending, arts and crafts booths, service and consumption of alcohol beverages as that term is defined in C.R.S. §12-47-103, and similar festival activities.

The Street Faire shall be conducted subject to all terms and conditions of this Agreement, and in accordance with the following standards and limitations:

- (1) Amplified sound shall not be permitted beyond 10:00 p.m.
- (2) No Street Faire activities shall extend beyond 10:00 p.m. other than clean up.
- (3) Set-up for the weekly Street Faire within City Rights of Way shall commence no earlier than 2:00 p.m. on the day of the Faire.
- (4) No carnival or amusement rides (defined to include rides with moving passenger compartments or tracks) shall be permitted.
- (5) Alcohol service shall be limited in accord with the terms of the liquor license issued to the DBA pursuant to the Colorado Liquor Code and shall be served and consumed only within the area designated on such license. The alcohol service areas shall be in locations and of a set-up acceptable to the City. The DBA shall be responsible for compliance with all special event permitting requirements of the Colorado Liquor Code as they pertain to conduct of the Street Faire.
- (6) Promptly after the end of a Street Faire, the DBA shall have all temporary equipment and facilities removed from the Licensed Premises or stored upon the Licensed Premises in a location acceptable to the City.

5. Utilities and Trash. The City will provide electrical service and trash pickup for the Street Faire. The Street Faire General Manager (as defined below) shall have primary responsibility for coordinating details of the provision of trash services for the Street Faire, consistent with the terms of the City contract with the trash services vendor.

6. Site Improvements.

A. The DBA shall have the right to construct and install site improvements on the Licensed Premises as approved by the City Manager to facilitate the use of the Licensed Premises as a performance site for the Street Faire.

B. The DBA at its sole expense shall be responsible for the construction and installation of the improvements to be undertaken by it. Upon completion, final inspection and acceptance by the City, all improvements to the Licensed Premises shall be considered the Property of the City, and the DBA shall upon request provide the City with a bill or sale or other instrument conveying such improvements to the City. The City shall at such time issue a letter confirming acceptance of the improvements. At the time of the completion of the work, the DBA shall provide the City with copies of all receipts and other documents evidencing the full actual

costs of the improvements made to the Licensed Premises, which may be subject to verification by the City.

C. All work by the DBA upon the Licensed Premises shall be completed according to plans and specifications that are satisfactory to and approved by the City in advance of the commencement of such work. The DBA shall not commence any work on the Licensed Premises unless and until final written plans and specifications have been submitted to and approved by the City, in the City's sole discretion. Any such plans and specifications shall include all information required for issuance of a building permit, and shall be prepared and submitted to the City at least 20 days prior to the date of commencement of the work. Upon receipt, the City shall review and either approve or disapprove such plans, and in the event of disapproval shall advise the DBA of the changes or additional information required to make such plans acceptable to the City. Such process shall be repeated until the City has approved final plans and specifications for the work.

D. All work shall be completed in compliance with all codes, ordinances, rules and regulations of the City, in a good and workmanlike manner with appropriate building permits. Where required by City codes, ordinances, rules and regulations, the plans and specifications shall be stamped by a licensed architect or engineer. The DBA shall provide the City with lien waivers from all contractors or material providers providing work upon the Licensed Premises, in forms acceptable to the City. The DBA shall indemnify and hold harmless the City from all expense, liens, claims or damages to either persons or property arising out of or resulting from any work performed on the Licensed Premises at the instance of the DBA.

E. Except for the improvements specifically authorized by the City, the DBA shall not place, build, expand, or add to any structures or other items on the Licensed Premises.

7. General Use and Care of Licensed Premises. The DBA shall use reasonable care and caution to prevent damage, destruction or injury to the Licensed Premises. The DBA shall comply with all applicable ordinances, resolutions, rules, and regulations in the DBA's use and occupancy of the Licensed Premises. Upon final acceptance, the City shall be responsible for repair and maintenance of the site improvements installed by the DBA, except that the DBA shall be responsible for any repairs attributable to the negligence or other fault of the DBA. Upon final acceptance, the DBA shall also be responsible for operation of improvements during the DBA's Exclusive Use Times.

8. Signs. The DBA shall not place or permit any signs on the Licensed Premises, except that the DBA may place temporary banner, instructional, directional, and informational signs on the Licensed Premises in connection with the Street Faire, which signage shall comply

with the City's sign ordinances and regulations. Any other signs proposed for the Licensed Premises shall be subject to the prior written approval of the City, which approval may be granted or denied in the City's sole discretion.

9. Hazardous Materials. The DBA shall not keep any hazardous materials in or about the Licensed Premises without prior written consent of the City, which will be granted or denied in the City's sole discretion. "Hazardous material" includes but is not limited to asbestos, other asbestotic material (which is currently or may be designated in the future as a hazardous material), any petroleum base products, pesticides, paints and solvents, polychlorinated biphenyl, lead, cyanide, DDT, acids, ammonium compounds, and other chemical products (excluding commercially used cleaning materials in ordinary quantities) and any substance or material defined or designated as a hazardous or toxic substance, or other similar term, by any federal, state, or local law.

10. Compliance. If the DBA fails to comply with its obligations under this Agreement, the City may at its sole option terminate this Agreement as provided herein or take such measures as it determines necessary to bring the Licensed Premises into compliance with the terms hereof, and the cost of any such measures shall be paid by the DBA.

11. Acknowledgment of General Condition. The DBA acknowledges that its use and occupancy hereunder is of the Licensed Premises in its present, as-is condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. The DBA acknowledges the City shall have no obligation to repair, replace or improve any portion of the Licensed Premises in order to make such Premises suitable for the DBA's intended uses; however, the foregoing shall not limit the City's obligations to maintain and repair site improvements as provided in Section 7 of this Agreement.

12. Acknowledgment and Acceptance of Specific Matters. The DBA specifically acknowledges that the Licensed Premises may not currently meet standards under federal, state or local law for the DBA's intended use, including but not limited to accessibility standards under the Americans with Disabilities Act and Uniform Building Code ~~and as~~ adopted and in force in the City of Louisville. Compliance with such standards, if required for the DBA's use, shall be at the sole cost and expense of the DBA. If the DBA determines that compliance with such standards for the DBA's use is not feasible or economical, then the DBA may terminate this Agreement and the parties shall be released from any further obligations hereunder.

13. Taxes. The Licensed Premises is presently exempt from any real property taxation. In the event the County Assessor determines that the Licensed Premises is subject to

the lien of general property taxes due to the DBA's use or occupancy, the DBA shall be responsible for the payment of taxes.

14. Liens. The DBA shall be solely responsible for and shall promptly pay for all services, labor or materials furnished to the Licensed Premises at the instance of the DBA. The City may at the DBA's expense discharge any liens or claims arising from the same.

15. DBA's and City's Property. The City shall have no responsibility, liability, or obligation with respect to the safety or security of any personal property of the DBA placed or located on, at, or in the Licensed Premises, it being acknowledged and understood by the DBA that the safety and security of any such property is the sole responsibility and risk of the DBA. Except as otherwise specifically provided in this Agreement, the DBA shall have no responsibility, liability, or obligation with respect to the safety or security of any personal property of the City placed or located on, at, or in the Licensed Premises, it being acknowledged and understood by the City that the safety and security of any such property is the sole responsibility and risk of the City. The DBA shall not remove any of the City's personal property from the Licensed Premises. The City shall not remove any of the DBA's personal property from the Licensed Premises, except as permitted incident to termination of this Agreement.

16. Right of Entry. Notwithstanding any other provisions of this Agreement to the contrary, the City shall at all times have the right to enter the Licensed Premises to inspect, improve, maintain, alter or utilize the Licensed Premises in any manner authorized to the City. In the exercise of its rights pursuant to this Agreement, the DBA shall avoid any damage or interference with any City installations, structures, utilities, or improvements on, under, or adjacent to the Licensed Premises.

17. Indemnity and Release. The DBA shall be solely responsible for any damages suffered by the City or others as a result of the DBA's use and occupancy of the Licensed Premises. The DBA agrees to indemnify and hold the City, its elected and appointed officers, agents, and employees harmless from and against all liability, claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of, resulting from, or in any way connected with (a) the DBA's use and occupancy of the Licensed Premises; (b) the conduct of the Street Faire; (c) any liens or other claims made, asserted or recorded against the Licensed Premises as a result of the DBA's use or occupancy thereof; or (d) the rights and obligations of the DBA under this Agreement.

18. Insurance. The DBA shall at its expense obtain, carry and maintain during the term of this Agreement, and shall require each contractor or subcontractor of the DBA performing work on the Licensed Premises to obtain, carry and maintain, a policy of comprehensive public liability insurance insuring City and the DBA against any liability arising out of or in connection with the DBA's use, occupancy or maintenance of the Licensed Premises or the condition thereof. Such insurance shall be at all times in an amount of not less than \$1,000,000 combined single limit for bodily injury and property damage. Such policy shall include coverage for liquor liability and such other endorsements and coverages as the City may reasonably require. Such insurance shall include the DBA, its officers, employees and volunteers as named insureds, and shall also name City, its officers and employees as additional insureds. A certificate of insurance shall be completed by the DBA's insurance agent(s) as evidence that a policy or policies providing the coverages, conditions, and minimum limits required herein are in full force and effect, and shall be subject to review and approval by City prior to commencement of the DBA's occupancy of the Licensed Premises. As between the parties hereto, the limits of such insurance shall not limit the liability of the DBA.

19. No Waiver of Immunity or Impairment of Other Obligations. The City is relying on and does not waive or intend to waive by any provision of this Agreement the monetary limitations (~~presently \$350,000 per person and \$990,000 per occurrence~~) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as from time to time amended, or otherwise available to the City, and its officers and employees.

20. Termination for Breach. At the City's option, it shall be deemed a breach of this Agreement if the DBA defaults in the performance of any term or condition of this Agreement. In the event the City elects to declare a breach of this Agreement, the City shall have the right to give the DBA thirty (30) days written notice requiring compliance with the terms and conditions of this Agreement, or delivery of possession and cessation of further use of the Licensed Premises. In the event any default remains uncorrected after thirty (30) days written notice, the City, at City's option, may declare the license granted herein terminated and revoke permission for any further DBA use of the Licensed Premises without prejudice to any other remedies to which the City may be entitled. Additionally, City in the event of default may, but shall not be obligated to, correct or remedy the DBA's default at the DBA's expense. Any such action by City to correct or remedy a default by City shall not be deemed a waiver or release of default or a discharge of any liability of the DBA for the expense of correcting or remedying such default.

21. Termination for Convenience.

A. The City shall also have the right at its option to terminate this Agreement for its convenience and without any cause of any nature by giving written notice at least ninety (90) days in advance of the termination date.

B. The DBA shall have the right at its option to terminate this Agreement for its convenience and without any cause of any nature by giving written notice to the City at least ninety (90) days in advance of the termination date.

22. Street Faire Committee. The DBA has formed a Street Faire Committee that will handle all decision making duties for operations of the Louisville Street Faire. The Street Faire Committee will be a 5-person committee of the DBA appointed by the Board of Directors of the DBA, except that the City Manager will choose one member of the 5-person committee to represent the City's interests (the "City Representative"), with the remaining members selected by the DBA Board. The Street Faire Committee maintains artistic autonomy concerning musical palette, genre, band size and budget. Louisville Street Faire financial information will be made available to the City through the City Representative, and the DBA shall provide such financial information as is requested by the City to determine the parties' financial obligations hereunder.

The City shall have the authority, but not the obligation, to appoint an elected official of the City to the Street Faire Committee ("City Elected Appointee"), which would increase the size of the Committee to six members. The City Elected Appointee shall serve at the pleasure of City Council. A quorum of the six-member Street Faire Committee shall ordinarily be four members; however, if the City Elected Appointee does not attend such Committee meeting and the other City Representative is in attendance, then a quorum shall be three members for such meeting.

Attendance at any Street Faire Committee meeting by any member of the Committee may be in person, by video conference, or by conference telephone.

The Street Faire Committee will make a written report to the City after four Street Faire nights and an oral report at that time if requested to do so by the City Manager.

23. City Financial and Service Assistance. With respect to operation of the Louisville Street Faire for the years of 2021, 2022, and 2023, the City and DBA agree as follows, subject to Section 31 of this Agreement:

A. The City will provide police services at no charge to the DBA. The City will decide in its sole discretion the level of police services needed to ensure proper public safety. The DBA shall be responsible for the costs of any additional private security.

B. The City will provide parking shuttle service at no cost to the DBA. The City will decide in its sole discretion the parking shuttle level of service. The City shall contract for the shuttle service. The Street Faire General Manager shall work with the appropriate City contact as designated by the City Manager for coordinating shuttle service operations, consistent with the terms of the City contract with the shuttle service vendor.

C. On or before January 31 of each year, the City will provide the funding for a Street Faire General Manager contracted by the DBA to be responsible for the Louisville Street Faire operations, up to a maximum of \$45,000 (“Street Faire General Manager”). This position will be the contact person for the City for all Louisville Street Faire items. A scope of work for the Street Faire General Manager’s contract will be created and developed by the Street Faire Committee. The DBA shall allow the City Manager to review and comment on the Street faire General Manager’s contract. The City, in its discretion and if and as requested by the Street Faire Committee, will assist the DBA in publicizing, screening, and contracting for the position. The Street Faire General Manager shall be a contractor of the DBA and the DBA shall be solely responsible for award and administration of the contract. The Street Faire General Manager shall not be a contractor or employee of the City and the Street Faire General Manager’s contract shall include acknowledgments of the same in the form required by the City.

D. In the event the annual revenues are less than the DBA’s costs to operate the 2021, 2022, or 2023 Louisville Street Faire, as determined by the Street Faire Committee, the City will provide a payment equaling 80% of the shortfall within 90 days of the final documentation of the Louisville Street Faire revenues and expenses for the year. The DBA will cover the remaining 20% of a shortfall, if any, up to a maximum of \$5,000, however, in the event \$5,000 is less than 20% of the shortfall, the City will increase its payment to cover the remainder.

E. Additional funding for “Brand Bands” (defined below):

- (a) Notwithstanding Section 23D hereof, and in addition to other City financial and sponsorship support, and subject to annual budget and appropriations, on or before January 15 in 2021, 2022, and 2023, the City will furnish \$25,000 to the DBA each year for the purpose of assisting with the payment for two “more well-known headliner bands” (“Brand Bands”) to perform during two nights of the Street Faire (“Two Nights”). Unless otherwise approved by the Street Faire Committee and with the approval of the City Elected Appointee (provided that the City Elected Appointee is available to give approval, but if not so available, then with the approval of the City Representative), the DBA will fund those same Two Nights for \$9,000 each; therefore, the average total

Band Costs (as defined below) for each of those Two Nights will be \$21,500 each night or as otherwise approved (“Alternate Amount”).

- (b) If Street Faire Income exceeds the Total Costs (as defined below) for either or both of the Two Nights (“Positive Net Revenue”), then the Positive Net Revenue will be distributed 80% to the City and 20% to the DBA for such night or nights.
- (c) If Street Faire Income is less than Total Costs (“Negative Net Revenues”) for either or both of the Two Nights, then the Negative Net Revenues up to the lesser of \$21,500 or the Alternate Amount per night of the Two Nights shall be the responsibility of the City. If there are Negative Net Revenues over the lesser of \$21,500 or the Alternate Amount for a night, then 80% of such loss shall be allocated to the City and 20% allocated to the DBA in the manner provided in Section 23D of the License Agreement.
- (d) Positive and Negative Net Revenues for the other six Street Faire nights shall remain subject to Section 23D of the License Agreement.
- (e) The DBA will determine Street Faire Income and costs in 2021, 2022, and 2023 in substantially the same manner as was reported in 2020. The following definitions apply for purposes of this Section 23E:
 - (I) “Street Faire Income” for each of the Two Nights means the sum of: (i) the general donations and vendor fees of the Street Faire divided by eight, (ii) the City’s \$25,000 contribution allocated as \$12,500 for each of the Two Nights, (iii) the general sponsor revenues of the Street Faire divided by eight, and (iv) Beer Garden sales (including wine and margarita sales) for the subject night.
 - (II) “Total Costs” for each of the Two Nights means the sum of: (i) compensation paid to the Brand Band engaged to perform for the night, (ii) backline costs for such Band, (iii) hotel costs for such Band, (iv) other additional reasonable costs occasioned by such Band and additional audience such as added security, lighting, EMS, promotional marketing, contract services (not including the Street Faire Manager), video production and projection/display, waste management, and (v) as determined in the manner substantially as reported in 2020, the Sales Tax, Alcohol Expense, and Fixed Costs.

F. The 2020 Street Faire could not be held due to pandemic-related force majeure. The DBA and the City Manager have reviewed the City's prior payments to the DBA and the DBA's costs incurred for the 2020 Street Faire and have determined that, in consideration of this License Agreement, notwithstanding Section 23D of the prior license agreement, the DBA will not request an additional amount from the City for the 2020 Street Faire.

G. The DBA owns a large tent for use on the Licensed Premises during the Street Faire Season. The City and the DBA shall each pay half of the annual costs of the tent setup, takedown, and storage. The Street Faire General Manager shall manage the tent setup, takedown, and storage through use of a contractor of the DBA.

G.H. On March 15, 2020, Mayor of the City executed a Declaration of Local Disaster Emergency in and for the City of Louisville in response to the widespread pandemic Novel Coronavirus (COVID-19), which Disaster Declaration was continued in effect by the City Council by Resolution No. 27, Series 2020, adopted on March 16, 2020, and which Disaster Declaration will remain in effect until terminated by resolution of the City Council. The DBA agrees that, during such time as the Disaster Declaration remains in effect, it shall use reasonable caution not to commit or expend funds that will be forfeited or otherwise nonrefundable should ongoing COVID-19 restrictions or public health orders prevent the holding of one of more designated Event Nights in 2021. "Reasonable caution" shall include, but not be limited to, negotiating cancellation clauses in contracts with performers and vendors that would permit either a refund of deposits paid or credit for such deposits toward future events.

24. Restoration of Licensed Premises. At the termination of this Agreement by lapse of time or otherwise, DBA shall deliver up the Licensed Premises in as good a condition as when the DBA took possession, excepting only ordinary wear and tear (and casualty losses presumably covered by the City's insurance). At the time of such termination, the DBA at its sole option and expense may remove from the Licensed Premises any items of personal property owned by the DBA. Any items of personal property not removed by the date of termination shall become the property of the City, and the DBA shall execute and deliver to the City, at the time of termination, a bill of sale for such items of personal property. Any fixtures, structures, or improvements owned by the DBA or on the Licensed Premises at the time of termination shall, at the City's sole option, be deemed the property of the City, or removed at the DBA's sole expense.

25. Notices. Any notices or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by facsimile transmission or by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

City:

City of Louisville
Attn: City Manager
749 Main Street
Louisville, CO 80027

DBA:

Downtown Business Association of Louisville, Inc.
Attn: President
P.O. Box 311
Louisville, CO 80027

or to such other address or the attention of such other person(s) as hereafter designated in writing by the parties. Notices given in the manner described above shall be effective, respectively, upon personal delivery, upon facsimile receipt, or upon mailing.

26. Existing Rights. The DBA understands that the license granted hereunder is granted subject to prior franchise agreements and subject to all easements and other interests of record applicable to the Licensed Premises. The DBA shall be solely responsible for coordinating its activities hereunder with the holders of such franchise agreements or of such easements or other interests of record, and for obtaining any required permission for such activities from such holders if required by the terms of such franchises or easements or other interests.

27. No Waiver. Waiver by the City or the DBA of any breach of any term of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision thereof.

28. No Assignment. Except as provided in this Section 28, this Agreement and the license granted herein is personal to the parties hereto. The DBA shall not transfer or assign any rights or obligations under this Agreement, for monetary or any other consideration, without the prior written approval of the City, which approval is solely at the discretion of the City. Consent is hereby given for the DBA to assign to the Main Street Louisville Business Improvement District, a business improvement district organized pursuant to C.R.S. Section 31-25-1201 et seq. (hereinafter “District”) the right to occupy the Licensed Premises in conjunction with the DBA; provided, however, that such consent shall not be deemed effective until the District has executed and delivered to the City its written agreement to be bound by all terms and conditions of this Agreement. No such assignment shall relieve the DBA of its obligation to fully comply with the terms and conditions of this Agreement.

29. Entire Agreement. This Agreement is the entire agreement between the City and the DBA, may be amended only by written instrument subsequently executed by the City and the DBA. This Agreement replaces the License and Improvement Agreement between the City and the DBA dated April 4, 2003, the License, Improvement Agreement signed November 2, 2015, the License, Improvement and Assistance Agreement for 2016, the License, Improvement and Assistance Agreement for 2017, and the License, Improvement, and Assistance Agreement for 2018, 2019, and 2020 (collectively, the “Original Agreements”). Such Original Agreements are terminated; except, as provided therein, all of the terms and conditions of the Original Agreements concerning release, indemnification, termination, remedies and enforcement shall survive termination.

30. Survival. All of the terms and conditions of this Agreement concerning release, indemnification, termination, remedies and enforcement shall survive termination of this Agreement.

31. Financial Obligations. The DBA acknowledges that all financial obligations of the City hereunder beyond 2020 are expressly subject to annual budgeting and appropriation by the City Council of the City in its discretion. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. Nor shall any provision of this Agreement constitute a mandatory charge, requirement or liability beyond the current fiscal year or above amounts appropriated by the City Council of the City. The DBA understands and agrees that any decision of the City Council to not appropriate funds shall be without recourse, penalty or liability to the City.

32. No Personal Liability. No elected official, officer, employee, contractor, or volunteer of the City or director, officer, employee, contractor, or volunteer of the DBA shall have any personal liability for any claim, loss, damage, action, or suit arising from this Agreement.

33. Force Majeure. In the event that performance by a party is rendered impossible or economically impractical due to force majeure, such as fire, flood, riot, civil commotion, earthquake, subsidence, failure of transportation or utilities, epidemic, pandemic, COVID-19 or any evolution thereof, law, regulation, rule or order of the federal, state, county, or other local government, any executive order, any health department order, failure to obtain a required permit, limitation on building or event occupancy, limitation on size of gathering or number of attendees, or social distancing, or other natural or unnatural event that is beyond the control of the party, then performance will be suspended during the term of such force majeure for the applicable season.

34. Effective Date. This Agreement is effective on and after December 1, 2020.

NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

CITY OF LOUISVILLE

By: _____
Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

DOWNTOWN BUSINESS ASSOCIATION
OF LOUISVILLE, INC.

By: _____
Norman F. Kron Jr., President

EXHIBIT A
LEGAL DESCRIPTION

PARCEL A:

The North 126 Feet of Block A, Town of Louisville, County of Boulder, State of Colorado,
Except that portion as conveyed by deed recorded March 11, 1963, in Book 1270 at Page
156.

The above-described parcel is also known as (through deeds of record) the South Half of Lot
2 and all of Lot 3, Block A, Town of Louisville.

PARCEL B:

The westerly 25 feet of the former Colorado and Southern Railroad right of way lying
adjacent to the tract as set forth as Parcel A, above, County of Boulder, State of
Colorado.

And, the area in the Louisville Public Library parking lot and the Front Street and Walnut Street
rights of way, all as generally shown on Exhibit B.

EXHIBIT B

MAP OF LICENSED PREMISES (See Following Page)

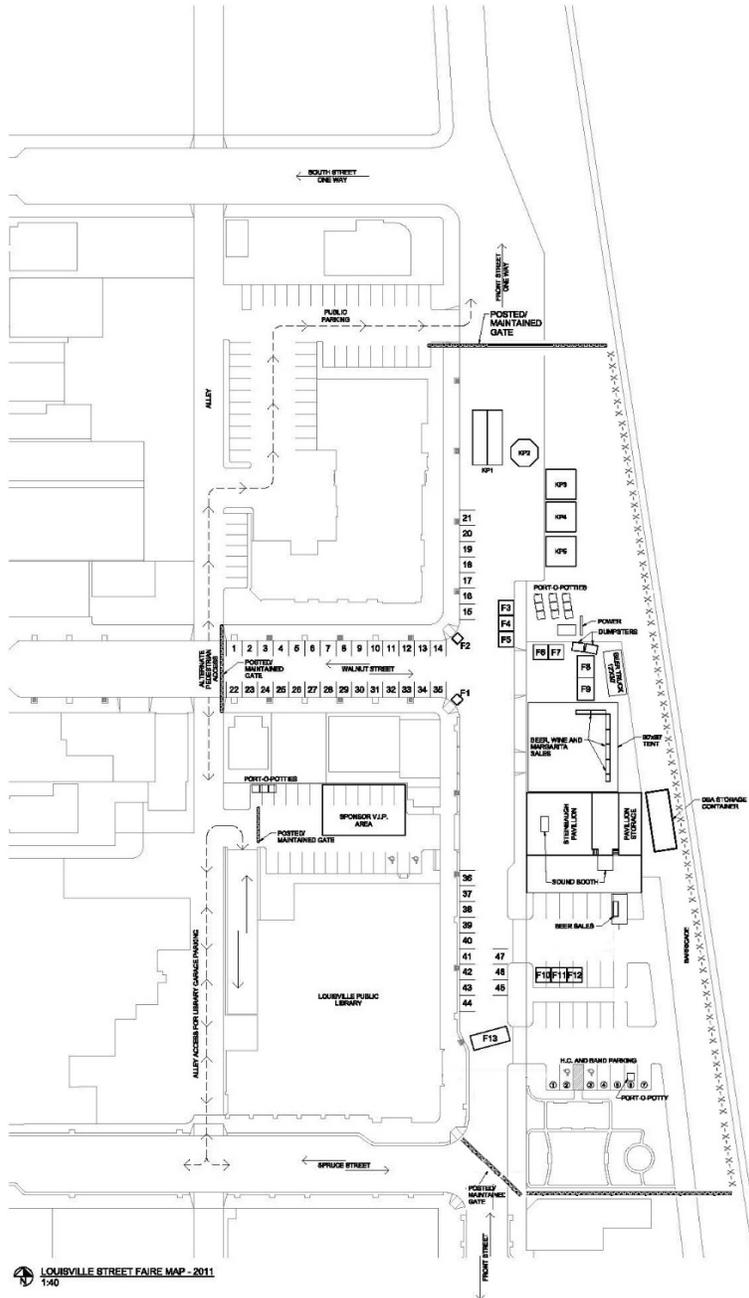


EXHIBIT C

DBA EXCLUSIVE USE TIMES – 2021

8 Event Nights

If not otherwise agreed in writing by April 30, 2021, the 2021 event nights shall be:
June 18, 25, July 9, 16, 23, 30, August 6, 13

The parties have executed this Exhibit C (2021 Exclusive Use Dates) to the License, and Improvement, and Assistance Agreement on the dates set forth under their respective signatures.

CITY OF LOUISVILLE

DOWNTOWN BUSINESS ASSOCIATION
OF LOUISVILLE, INC.

By: _____
Heather Balser
City Manager

By: _____
Norman F. Kron, Jr.
President

Date: _____

Date: _____

**LICENSE, IMPROVEMENT AND ASSISTANCE AGREEMENT
(2021, 2022, and 2023 Louisville Street Faire)**

THIS LICENSE, IMPROVEMENT AND ASSISTANCE AGREEMENT (hereinafter “Agreement”) is made and entered into this ____ day of _____, 2020, by and between the City of Louisville, Colorado, a municipal corporation (hereinafter “City”) and the Downtown Business Association of Louisville, Inc., a Colorado nonprofit corporation (hereinafter “DBA”).

WHEREAS, the City is the owner of certain real property located at 824 Front Street, Louisville, Colorado, and adjoining rights-of-way and parking areas, as legally described on Exhibit A and depicted on Exhibit B, attached hereto and incorporated herein by reference; and

WHEREAS, the DBA desires to occupy such property from the City on a non-exclusive basis for conduct of the Louisville Street Faire; and

WHEREAS, the City is willing to grant the DBA a revocable license to use and occupy such property on a non-exclusive basis, upon the other terms and conditions of this Agreement; and

WHEREAS, the City and DBA also desire to set forth mutual agreements regarding the wrap-up of the 2020 season and the City’s provision of financial and service assistance for operation of the 2021, 2022, and 2023 Louisville Street Faire Seasons.

NOW, THEREFORE, the City and DBA agree as follows:

1. Licensed Premises. The City hereby grants to the DBA a non-exclusive and revocable license to use and occupy that certain real property located at 824 Front Street, Louisville, Colorado, together with portions of adjoining rights-of-way and parking areas, as legally described on Exhibit A and depicted on Exhibit B, together with improvements thereon (hereinafter the “Licensed Premises”). The DBA may use and occupy the Licensed Premises during the “DBA Exclusive Use Times” designated pursuant to this Agreement.

2. Term. This Agreement shall continue until terminated as provided herein or by written agreement of the parties.

3. Exclusive Use Periods. A. For the year 2021, the DBA shall have exclusive use of the Licensed Premises for conduct of the Downtown Louisville Street Faire (“Street Faire”) on the dates set forth on Exhibit C, attached hereto and incorporated herein by reference or as otherwise approved in writing by the City Manager and the DBA by April 30, 2021. For 2022

and 2023, by January 31 of each such year, the DBA and the City shall designate by mutual written addendum to this Agreement the DBA exclusive use dates and times for that year. Such addendum shall be executed by the City Manager and the DBA and attached to this Agreement. If the parties are unable to reach mutual agreement by January 31 on that year's dates and times of DBA use, then the City at its option may terminate this Agreement or set such dates and times as it determines, either action to be by written notice given to the DBA. There shall be no more than 8 event dates each year in 2022 and 2023 unless otherwise agreed in the annual addendum. The designated periods of the DBA's exclusive use shall be referred to in this Agreement as the "DBA Exclusive Use Times".

B. The DBA's use and occupancy of the Licensed Premises shall be limited to the DBA Exclusive Use Times designated pursuant to this Agreement. Except for the DBA Exclusive Use Times, the City shall have the right to occupy or use all portions of the Licensed Premises for any purpose of the City, including but not limited to renting or licensing the Licensed Premises to other groups for performances or events. Any such rental or license by the City to third parties shall not include any of the DBA's personal property stored on the Licensed Premises.

C. Notwithstanding anything in this Agreement to the contrary, the mutual designation by the parties of any DBA Exclusive Use Times shall not in any way limit or impair, or be construed to limit or impair, the City's rights to terminate this Agreement for breach or for convenience as set forth in Sections 20 and 21 of this Agreement.

D. The DBA agrees that it does not have or claim, and shall not at any time in the future have or claim, any ownership interest or estate in the Licensed Premises, or any other interest in real property included in the Licensed Premises, by virtue of this Agreement or by virtue of Licensee's occupancy or use of the Licensed Premises. The permission granted to the DBA to use the Licensed Premises is a revocable license and not a leasehold interest or any other estate in the property.

4. Purposes. The Licensed Premises may be occupied and used by the DBA pursuant to this Agreement solely for the following purposes:

A. Construction, installation, maintenance, operation, repair and replacement of site improvements for conduct of the Street Faire, pursuant to the provisions of this Agreement;

B. Conduct of the Street Faire during the DBA Exclusive Use Times, which consists of musical performances, food vending, arts and crafts booths, service and consumption of alcohol beverages as that term is defined in C.R.S. §12-47-103, and similar festival activities.

The Street Faire shall be conducted subject to all terms and conditions of this Agreement, and in accordance with the following standards and limitations:

- (1) Amplified sound shall not be permitted beyond 10:00 p.m.
- (2) No Street Faire activities shall extend beyond 10:00 p.m. other than clean up.
- (3) Set-up for the weekly Street Faire within City Rights of Way shall commence no earlier than 2:00 p.m. on the day of the Faire.
- (4) No carnival or amusement rides (defined to include rides with moving passenger compartments or tracks) shall be permitted.
- (5) Alcohol service shall be limited in accord with the terms of the liquor license issued to the DBA pursuant to the Colorado Liquor Code and shall be served and consumed only within the area designated on such license. The alcohol service areas shall be in locations and of a set-up acceptable to the City. The DBA shall be responsible for compliance with all special event permitting requirements of the Colorado Liquor Code as they pertain to conduct of the Street Faire.
- (6) Promptly after the end of a Street Faire, the DBA shall have all temporary equipment and facilities removed from the Licensed Premises or stored upon the Licensed Premises in a location acceptable to the City.

5. Utilities and Trash. The City will provide electrical service and trash pickup for the Street Faire. The Street Faire General Manager (as defined below) shall have primary responsibility for coordinating details of the provision of trash services for the Street Faire, consistent with the terms of the City contract with the trash services vendor.

6. Site Improvements.

A. The DBA shall have the right to construct and install site improvements on the Licensed Premises as approved by the City Manager to facilitate the use of the Licensed Premises as a performance site for the Street Faire.

B. The DBA at its sole expense shall be responsible for the construction and installation of the improvements to be undertaken by it. Upon completion, final inspection and acceptance by the City, all improvements to the Licensed Premises shall be considered the Property of the City, and the DBA shall upon request provide the City with a bill or sale or other instrument conveying such improvements to the City. The City shall at such time issue a letter confirming acceptance of the improvements. At the time of the completion of the work, the DBA shall provide the City with copies of all receipts and other documents evidencing the full actual

costs of the improvements made to the Licensed Premises, which may be subject to verification by the City.

C. All work by the DBA upon the Licensed Premises shall be completed according to plans and specifications that are satisfactory to and approved by the City in advance of the commencement of such work. The DBA shall not commence any work on the Licensed Premises unless and until final written plans and specifications have been submitted to and approved by the City, in the City's sole discretion. Any such plans and specifications shall include all information required for issuance of a building permit, and shall be prepared and submitted to the City at least 20 days prior to the date of commencement of the work. Upon receipt, the City shall review and either approve or disapprove such plans, and in the event of disapproval shall advise the DBA of the changes or additional information required to make such plans acceptable to the City. Such process shall be repeated until the City has approved final plans and specifications for the work.

D. All work shall be completed in compliance with all codes, ordinances, rules and regulations of the City, in a good and workmanlike manner with appropriate building permits. Where required by City codes, ordinances, rules and regulations, the plans and specifications shall be stamped by a licensed architect or engineer. The DBA shall provide the City with lien waivers from all contractors or material providers providing work upon the Licensed Premises, in forms acceptable to the City. The DBA shall indemnify and hold harmless the City from all expense, liens, claims or damages to either persons or property arising out of or resulting from any work performed on the Licensed Premises at the instance of the DBA.

E. Except for the improvements specifically authorized by the City, the DBA shall not place, build, expand, or add to any structures or other items on the Licensed Premises.

7. General Use and Care of Licensed Premises. The DBA shall use reasonable care and caution to prevent damage, destruction or injury to the Licensed Premises. The DBA shall comply with all applicable ordinances, resolutions, rules, and regulations in the DBA's use and occupancy of the Licensed Premises. Upon final acceptance, the City shall be responsible for repair and maintenance of the site improvements installed by the DBA, except that the DBA shall be responsible for any repairs attributable to the negligence or other fault of the DBA. Upon final acceptance, the DBA shall also be responsible for operation of improvements during the DBA's Exclusive Use Times.

8. Signs. The DBA shall not place or permit any signs on the Licensed Premises, except that the DBA may place temporary banner, instructional, directional, and informational signs on the Licensed Premises in connection with the Street Faire, which signage shall comply

with the City's sign ordinances and regulations. Any other signs proposed for the Licensed Premises shall be subject to the prior written approval of the City, which approval may be granted or denied in the City's sole discretion.

9. Hazardous Materials. The DBA shall not keep any hazardous materials in or about the Licensed Premises without prior written consent of the City, which will be granted or denied in the City's sole discretion. "Hazardous material" includes but is not limited to asbestos, other asbestotic material (which is currently or may be designated in the future as a hazardous material), any petroleum base products, pesticides, paints and solvents, polychlorinated biphenyl, lead, cyanide, DDT, acids, ammonium compounds, and other chemical products (excluding commercially used cleaning materials in ordinary quantities) and any substance or material defined or designated as a hazardous or toxic substance, or other similar term, by any federal, state, or local law.

10. Compliance. If the DBA fails to comply with its obligations under this Agreement, the City may at its sole option terminate this Agreement as provided herein or take such measures as it determines necessary to bring the Licensed Premises into compliance with the terms hereof, and the cost of any such measures shall be paid by the DBA.

11. Acknowledgment of General Condition. The DBA acknowledges that its use and occupancy hereunder is of the Licensed Premises in its present, as-is condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. The DBA acknowledges the City shall have no obligation to repair, replace or improve any portion of the Licensed Premises in order to make such Premises suitable for the DBA's intended uses; however, the foregoing shall not limit the City's obligations to maintain and repair site improvements as provided in Section 7 of this Agreement.

12. Acknowledgment and Acceptance of Specific Matters. The DBA specifically acknowledges that the Licensed Premises may not currently meet standards under federal, state or local law for the DBA's intended use, including but not limited to accessibility standards under the Americans with Disabilities Act and Uniform Building Code as adopted and in force in the City of Louisville. Compliance with such standards, if required for the DBA's use, shall be at the sole cost and expense of the DBA. If the DBA determines that compliance with such standards for the DBA's use is not feasible or economical, then the DBA may terminate this Agreement and the parties shall be released from any further obligations hereunder.

13. Taxes. The Licensed Premises is presently exempt from any real property taxation. In the event the County Assessor determines that the Licensed Premises is subject to

the lien of general property taxes due to the DBA's use or occupancy, the DBA shall be responsible for the payment of taxes.

14. Liens. The DBA shall be solely responsible for and shall promptly pay for all services, labor or materials furnished to the Licensed Premises at the instance of the DBA. The City may at the DBA's expense discharge any liens or claims arising from the same.

15. DBA's and City's Property. The City shall have no responsibility, liability, or obligation with respect to the safety or security of any personal property of the DBA placed or located on, at, or in the Licensed Premises, it being acknowledged and understood by the DBA that the safety and security of any such property is the sole responsibility and risk of the DBA. Except as otherwise specifically provided in this Agreement, the DBA shall have no responsibility, liability, or obligation with respect to the safety or security of any personal property of the City placed or located on, at, or in the Licensed Premises, it being acknowledged and understood by the City that the safety and security of any such property is the sole responsibility and risk of the City. The DBA shall not remove any of the City's personal property from the Licensed Premises. The City shall not remove any of the DBA's personal property from the Licensed Premises, except as permitted incident to termination of this Agreement.

16. Right of Entry. Notwithstanding any other provisions of this Agreement to the contrary, the City shall at all times have the right to enter the Licensed Premises to inspect, improve, maintain, alter or utilize the Licensed Premises in any manner authorized to the City. In the exercise of its rights pursuant to this Agreement, the DBA shall avoid any damage or interference with any City installations, structures, utilities, or improvements on, under, or adjacent to the Licensed Premises.

17. Indemnity and Release. The DBA shall be solely responsible for any damages suffered by the City or others as a result of the DBA's use and occupancy of the Licensed Premises. The DBA agrees to indemnify and hold the City, its elected and appointed officers, agents, and employees harmless from and against all liability, claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of, resulting from, or in any way connected with (a) the DBA's use and occupancy of the Licensed Premises; (b) the conduct of the Street Faire; (c) any liens or other claims made, asserted or recorded against the Licensed Premises as a result of the DBA's use or occupancy thereof; or (d) the rights and obligations of the DBA under this Agreement.

18. Insurance. The DBA shall at its expense obtain, carry and maintain during the term of this Agreement, and shall require each contractor or subcontractor of the DBA performing work on the Licensed Premises to obtain, carry and maintain, a policy of comprehensive public liability insurance insuring City and the DBA against any liability arising out of or in connection with the DBA's use, occupancy or maintenance of the Licensed Premises or the condition thereof. Such insurance shall be at all times in an amount of not less than \$1,000,000 combined single limit for bodily injury and property damage. Such policy shall include coverage for liquor liability and such other endorsements and coverages as the City may reasonably require. Such insurance shall include the DBA, its officers, employees and volunteers as named insureds, and shall also name City, its officers and employees as additional insureds. A certificate of insurance shall be completed by the DBA's insurance agent(s) as evidence that a policy or policies providing the coverages, conditions, and minimum limits required herein are in full force and effect, and shall be subject to review and approval by City prior to commencement of the DBA's occupancy of the Licensed Premises. As between the parties hereto, the limits of such insurance shall not limit the liability of the DBA.

19. No Waiver of Immunity or Impairment of Other Obligations. The City is relying on and does not waive or intend to waive by any provision of this Agreement the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as from time to time amended, or otherwise available to the City, and its officers and employees.

20. Termination for Breach. At the City's option, it shall be deemed a breach of this Agreement if the DBA defaults in the performance of any term or condition of this Agreement. In the event the City elects to declare a breach of this Agreement, the City shall have the right to give the DBA thirty (30) days written notice requiring compliance with the terms and conditions of this Agreement, or delivery of possession and cessation of further use of the Licensed Premises. In the event any default remains uncorrected after thirty (30) days written notice, the City, at City's option, may declare the license granted herein terminated and revoke permission for any further DBA use of the Licensed Premises without prejudice to any other remedies to which the City may be entitled. Additionally, City in the event of default may, but shall not be obligated to, correct or remedy the DBA's default at the DBA's expense. Any such action by City to correct or remedy a default by City shall not be deemed a waiver or release of default or a discharge of any liability of the DBA for the expense of correcting or remedying such default.

21. Termination for Convenience.

A. The City shall also have the right at its option to terminate this Agreement for its convenience and without any cause of any nature by giving written notice at least ninety (90) days in advance of the termination date.

B. The DBA shall have the right at its option to terminate this Agreement for its convenience and without any cause of any nature by giving written notice to the City at least ninety (90) days in advance of the termination date.

22. Street Faire Committee. The DBA has formed a Street Faire Committee that will handle all decision making duties for operations of the Louisville Street Faire. The Street Faire Committee will be a 5-person committee of the DBA appointed by the Board of Directors of the DBA, except that the City Manager will choose one member of the 5-person committee to represent the City's interests (the "City Representative"), with the remaining members selected by the DBA Board. The Street Faire Committee maintains artistic autonomy concerning musical palette, genre, band size and budget. Louisville Street Faire financial information will be made available to the City through the City Representative, and the DBA shall provide such financial information as is requested by the City to determine the parties' financial obligations hereunder.

The City shall have the authority, but not the obligation, to appoint an elected official of the City to the Street Faire Committee ("City Elected Appointee"), which would increase the size of the Committee to six members. The City Elected Appointee shall serve at the pleasure of City Council. A quorum of the six-member Street Faire Committee shall ordinarily be four members; however, if the City Elected Appointee does not attend such Committee meeting and the other City Representative is in attendance, then a quorum shall be three members for such meeting.

Attendance at any Street Faire Committee meeting by any member of the Committee may be in person, by video conference, or by conference telephone.

The Street Faire Committee will make a written report to the City after four Street Faire nights and an oral report at that time if requested to do so by the City Manager.

23. City Financial and Service Assistance. With respect to operation of the Louisville Street Faire for the years of 2021, 2022, and 2023, the City and DBA agree as follows, subject to Section 31 of this Agreement:

A. The City will provide police services at no charge to the DBA. The City will decide in its sole discretion the level of police services needed to ensure proper public safety. The DBA shall be responsible for the costs of any additional private security.

B. The City will provide parking shuttle service at no cost to the DBA. The City will decide in its sole discretion the parking shuttle level of service. The City shall contract for the shuttle service. The Street Faire General Manager shall work with the appropriate City contact as designated by the City Manager for coordinating shuttle service operations, consistent with the terms of the City contract with the shuttle service vendor.

C. On or before January 31 of each year, the City will provide the funding for a Street Faire General Manager contracted by the DBA to be responsible for the Louisville Street Faire operations, up to a maximum of \$45,000 (“Street Faire General Manager”). This position will be the contact person for the City for all Louisville Street Faire items. A scope of work for the Street Faire General Manager’s contract will be created and developed by the Street Faire Committee. The DBA shall allow the City Manager to review and comment on the Street faire General Manager’s contract. The City, in its discretion and if and as requested by the Street Faire Committee, will assist the DBA in publicizing, screening, and contracting for the position. The Street Faire General Manager shall be a contractor of the DBA and the DBA shall be solely responsible for award and administration of the contract. The Street Faire General Manager shall not be a contractor or employee of the City and the Street Faire General Manager’s contract shall include acknowledgments of the same in the form required by the City.

D. In the event the annual revenues are less than the DBA’s costs to operate the 2021, 2022, or 2023 Louisville Street Faire, as determined by the Street Faire Committee, the City will provide a payment equaling 80% of the shortfall within 90 days of the final documentation of the Louisville Street Faire revenues and expenses for the year. The DBA will cover the remaining 20% of a shortfall, if any, up to a maximum of \$5,000, however, in the event \$5,000 is less than 20% of the shortfall, the City will increase its payment to cover the remainder.

E. Additional funding for “Brand Bands” (defined below):

- (a) Notwithstanding Section 23D hereof, and in addition to other City financial and sponsorship support, and subject to annual budget and appropriations, on or before January 15 in 2021, 2022, and 2023, the City will furnish \$25,000 to the DBA each year for the purpose of assisting with the payment for two “more well-known headliner bands” (“Brand Bands”) to perform during two nights of the Street Faire (“Two Nights”). Unless otherwise approved by the Street Faire Committee and with the approval of the City Elected Appointee (provided that the City Elected Appointee is available to give approval, but if not so available, then with the approval of the City Representative), the DBA will fund those same Two Nights for \$9,000 each; therefore, the average total

Band Costs (as defined below) for each of those Two Nights will be \$21,500 each night or as otherwise approved (“Alternate Amount”).

- (b) If Street Faire Income exceeds the Total Costs (as defined below) for either or both of the Two Nights (“Positive Net Revenue”), then the Positive Net Revenue will be distributed 80% to the City and 20% to the DBA for such night or nights.
- (c) If Street Faire Income is less than Total Costs (“Negative Net Revenues”) for either or both of the Two Nights, then the Negative Net Revenues up to the lesser of \$21,500 or the Alternate Amount per night of the Two Nights shall be the responsibility of the City. If there are Negative Net Revenues over the lesser of \$21,500 or the Alternate Amount for a night, then 80% of such loss shall be allocated to the City and 20% allocated to the DBA in the manner provided in Section 23D of the License Agreement.
- (d) Positive and Negative Net Revenues for the other six Street Faire nights shall remain subject to Section 23D of the License Agreement.
- (e) The DBA will determine Street Faire Income and costs in 2021, 2022, and 2023 in substantially the same manner as was reported in 2020. The following definitions apply for purposes of this Section 23E:
 - (I) “Street Faire Income” for each of the Two Nights means the sum of: (i) the general donations and vendor fees of the Street Faire divided by eight, (ii) the City’s \$25,000 contribution allocated as \$12,500 for each of the Two Nights, (iii) the general sponsor revenues of the Street Faire divided by eight, and (iv) Beer Garden sales (including wine and margarita sales) for the subject night.
 - (II) “Total Costs” for each of the Two Nights means the sum of: (i) compensation paid to the Brand Band engaged to perform for the night, (ii) backline costs for such Band, (iii) hotel costs for such Band, (iv) other additional reasonable costs occasioned by such Band and additional audience such as added security, lighting, EMS, promotional marketing, contract services (not including the Street Faire Manager), video production and projection/display, waste management, and (v) as determined in the manner substantially as reported in 2020, the Sales Tax, Alcohol Expense, and Fixed Costs.

F. The 2020 Street Faire could not be held due to pandemic-related force majeure. The DBA and the City Manager have reviewed the City's prior payments to the DBA and the DBA's costs incurred for the 2020 Street Faire and have determined that, in consideration of this License Agreement, notwithstanding Section 23D of the prior license agreement, the DBA will not request an additional amount from the City for the 2020 Street Faire.

G. The DBA owns a large tent for use on the Licensed Premises during the Street Faire Season. The City and the DBA shall each pay half of the annual costs of the tent setup, takedown, and storage. The Street Faire General Manager shall manage the tent setup, takedown, and storage through use of a contractor of the DBA.

H. On March 15, 2020, Mayor of the City executed a Declaration of Local Disaster Emergency in and for the City of Louisville in response to the widespread pandemic Novel Coronavirus (COVID-19), which Disaster Declaration was continued in effect by the City Council by Resolution No. 27, Series 2020, adopted on March 16, 2020, and which Disaster Declaration will remain in effect until terminated by resolution of the City Council. The DBA agrees that, during such time as the Disaster Declaration remains in effect, it shall use reasonable caution not to commit or expend funds that will be forfeited or otherwise nonrefundable should ongoing COVID-19 restrictions or public health orders prevent the holding of one or more designated Event Nights in 2021. "Reasonable caution" shall include, but not be limited to, negotiating cancellation clauses in contracts with performers and vendors that would permit either a refund of deposits paid or credit for such deposits toward future events.

24. Restoration of Licensed Premises. At the termination of this Agreement by lapse of time or otherwise, DBA shall deliver up the Licensed Premises in as good a condition as when the DBA took possession, excepting only ordinary wear and tear (and casualty losses presumably covered by the City's insurance). At the time of such termination, the DBA at its sole option and expense may remove from the Licensed Premises any items of personal property owned by the DBA. Any items of personal property not removed by the date of termination shall become the property of the City, and the DBA shall execute and deliver to the City, at the time of termination, a bill of sale for such items of personal property. Any fixtures, structures, or improvements owned by the DBA or on the Licensed Premises at the time of termination shall, at the City's sole option, be deemed the property of the City, or removed at the DBA's sole expense.

25. Notices. Any notices or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by facsimile transmission or by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

City:

City of Louisville
Attn: City Manager
749 Main Street
Louisville, CO 80027

DBA:

Downtown Business Association of Louisville, Inc.
Attn: President
P.O. Box 311
Louisville, CO 80027

or to such other address or the attention of such other person(s) as hereafter designated in writing by the parties. Notices given in the manner described above shall be effective, respectively, upon personal delivery, upon facsimile receipt, or upon mailing.

26. Existing Rights. The DBA understands that the license granted hereunder is granted subject to prior franchise agreements and subject to all easements and other interests of record applicable to the Licensed Premises. The DBA shall be solely responsible for coordinating its activities hereunder with the holders of such franchise agreements or of such easements or other interests of record, and for obtaining any required permission for such activities from such holders if required by the terms of such franchises or easements or other interests.

27. No Waiver. Waiver by the City or the DBA of any breach of any term of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision thereof.

28. No Assignment. Except as provided in this Section 28, this Agreement and the license granted herein is personal to the parties hereto. The DBA shall not transfer or assign any rights or obligations under this Agreement, for monetary or any other consideration, without the prior written approval of the City, which approval is solely at the discretion of the City. Consent is hereby given for the DBA to assign to the Main Street Louisville Business Improvement District, a business improvement district organized pursuant to C.R.S. Section 31-25-1201 et seq. (hereinafter “District”) the right to occupy the Licensed Premises in conjunction with the DBA; provided, however, that such consent shall not be deemed effective until the District has executed and delivered to the City its written agreement to be bound by all terms and conditions of this Agreement. No such assignment shall relieve the DBA of its obligation to fully comply with the terms and conditions of this Agreement.

29. Entire Agreement. This Agreement is the entire agreement between the City and the DBA, may be amended only by written instrument subsequently executed by the City and the DBA. This Agreement replaces the License and Improvement Agreement between the City and the DBA dated April 4, 2003, the License, Improvement Agreement signed November 2, 2015, the License, Improvement and Assistance Agreement for 2016, the License, Improvement and Assistance Agreement for 2017, and the License, Improvement, and Assistance Agreement for 2018, 2019, and 2020 (collectively, the “Original Agreements”). Such Original Agreements are terminated; except, as provided therein, all of the terms and conditions of the Original Agreements concerning release, indemnification, termination, remedies and enforcement shall survive termination.

30. Survival. All of the terms and conditions of this Agreement concerning release, indemnification, termination, remedies and enforcement shall survive termination of this Agreement.

31. Financial Obligations. The DBA acknowledges that all financial obligations of the City hereunder beyond 2020 are expressly subject to annual budgeting and appropriation by the City Council of the City in its discretion. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. Nor shall any provision of this Agreement constitute a mandatory charge, requirement or liability beyond the current fiscal year or above amounts appropriated by the City Council of the City. The DBA understands and agrees that any decision of the City Council to not appropriate funds shall be without recourse, penalty or liability to the City.

32. No Personal Liability. No elected official, officer, employee, contractor, or volunteer of the City or director, officer, employee, contractor, or volunteer of the DBA shall have any personal liability for any claim, loss, damage, action, or suit arising from this Agreement.

33. Force Majeure. In the event that performance by a party is rendered impossible or economically impractical due to force majeure, such as fire, flood, riot, civil commotion, earthquake, subsidence, failure of transportation or utilities, epidemic, pandemic, COVID-19 or any evolution thereof, law, regulation, rule or order of the federal, state, county, or other local government, any executive order, any health department order, failure to obtain a required permit, limitation on building or event occupancy, limitation on size of gathering or number of attendees, or social distancing, or other natural or unnatural event that is beyond the control of the party, then performance will be suspended during the term of such force majeure for the applicable season.

34. Effective Date. This Agreement is effective on and after December 1, 2020.

NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

CITY OF LOUISVILLE

By: _____
Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

DOWNTOWN BUSINESS ASSOCIATION
OF LOUISVILLE, INC.

By: _____
Norman F. Kron Jr., President

EXHIBIT A
LEGAL DESCRIPTION

PARCEL A:

The North 126 Feet of Block A, Town of Louisville, County of Boulder, State of Colorado,
Except that portion as conveyed by deed recorded March 11, 1963, in Book 1270 at Page
156.

The above-described parcel is also known as (through deeds of record) the South Half of Lot
2 and all of Lot 3, Block A, Town of Louisville.

PARCEL B:

The westerly 25 feet of the former Colorado and Southern Railroad right of way lying
adjacent to the tract as set forth as Parcel A, above, County of Boulder, State of
Colorado.

And, the area in the Louisville Public Library parking lot and the Front Street and Walnut Street
rights of way, all as generally shown on Exhibit B.

EXHIBIT B

MAP OF LICENSED PREMISES (See Following Page)

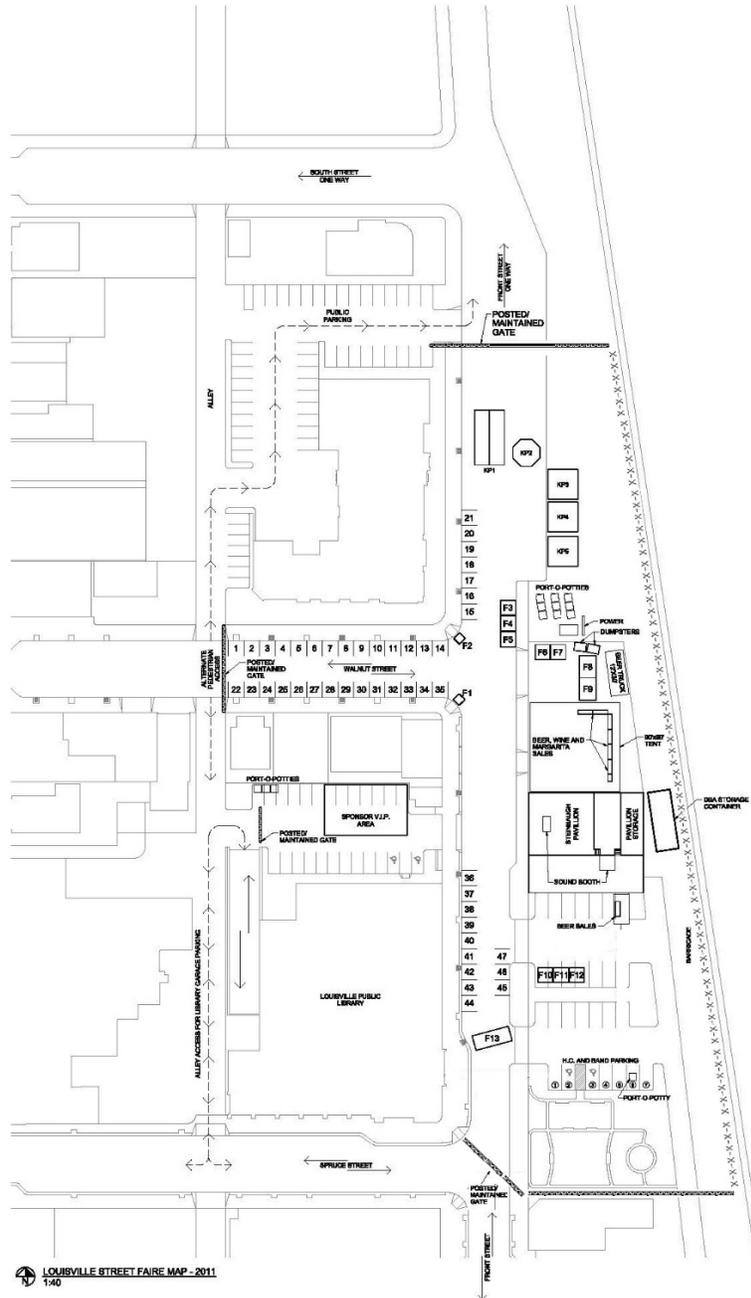


EXHIBIT C

DBA EXCLUSIVE USE TIMES – 2021

8 Event Nights

If not otherwise agreed in writing by April 30, 2021, the 2021 event nights shall be:
June 18, 25, July 9, 16, 23, 30, August 6, 13

The parties have executed this Exhibit C (2021 Exclusive Use Dates) to the License, and Improvement, and Assistance Agreement on the dates set forth under their respective signatures.

CITY OF LOUISVILLE

DOWNTOWN BUSINESS ASSOCIATION
OF LOUISVILLE, INC.

By: _____
Heather Balser
City Manager

By: _____
Norman F. Kron, Jr.
President

Date: _____

Date: _____

**LICENSE, IMPROVEMENT AND ASSISTANCE AGREEMENT
(2018, 2019, and 2020 Louisville Street Faire)**

THIS LICENSE, IMPROVEMENT AND ASSISTANCE AGREEMENT (hereinafter "Agreement") is made and entered into this 19th day of December 2017, by and between the City of Louisville, Colorado, a municipal corporation (hereinafter "City") and the Downtown Business Association of Louisville, Inc., a Colorado nonprofit corporation (hereinafter "DBA").

WHEREAS, the City is the owner of certain real property located at 824 Front Street, Louisville, Colorado, and adjoining rights-of-way and parking areas, as legally described on Exhibit A and depicted on Exhibit B, attached hereto and incorporated herein by reference; and

WHEREAS, the DBA desires to occupy such property from the City on a non-exclusive basis for conduct of the Louisville Street Faire; and

WHEREAS, the City is willing to grant the DBA a revocable license to use and occupy such property on a non-exclusive basis, upon the other terms and conditions of this Agreement; and

WHEREAS, the City and DBA also desire to set forth mutual agreements regarding the City's provision of financial and service assistance for operation of the 2018, 2019, and 2020 Louisville Street Faire Seasons.

NOW, THEREFORE, the City and DBA agree as follows:

1. Licensed Premises. The City hereby grants to the DBA a non-exclusive and revocable license to use and occupy that certain real property located at 824 Front Street, Louisville, Colorado, together with portions of adjoining rights-of-way and parking areas, as legally described on Exhibit A and depicted on Exhibit B, , together with improvements thereon (hereinafter the "Licensed Premises"). The DBA may use and occupy the Licensed Premises during the "DBA Exclusive Use Times" designated pursuant to this Agreement.

2. Term. This Agreement shall continue until terminated as provided herein or by written agreement of the parties.

3. Exclusive Use Periods. A. For the year 2018, the DBA shall have exclusive use of the Licensed Premises for conduct of the Downtown Louisville Street Faire ("Street Faire") on the dates set forth on Exhibit C, attached hereto and incorporated herein by reference. For 2019 and 2020, by January 31 of each such year, the DBA and the City shall designate by mutual written addendum to this Agreement the DBA exclusive use dates and times for that year. Such addendum shall be executed by the City Manager and the DBA and attached to this Agreement. If the parties are unable to reach mutual agreement by January 31 on that year's dates and times

of DBA use, then the City at its option may terminate this Agreement or set such dates and times as it determines, either action to be by written notice given to the DBA. There shall be no more than 8 event dates each year in 2019 and 2020 unless otherwise agreed in the annual addendum. The designated periods of the DBA's exclusive use shall be referred to in this Agreement as the "DBA Exclusive Use Times".

B. The DBA's use and occupancy of the Licensed Premises shall be limited to the DBA Exclusive Use Times designated pursuant to this Agreement. Except for the DBA Exclusive Use Times, the City shall have the right to occupy or use all portions of the Licensed Premises for any purpose of the City, including but not limited to renting or licensing the Licensed Premises to other groups for performances or events. Any such rental or license by the City to third parties shall not include any of the DBA's personal property stored on the Licensed Premises.

C. Notwithstanding anything in this Agreement to the contrary, the mutual designation by the parties of any DBA Exclusive Use Times shall not in any way limit or impair, or be construed to limit or impair, the City's rights to terminate this Agreement for breach or for convenience as set forth in Sections 20 and 21 of this Agreement.

D. The DBA agrees that it does not have or claim, and shall not at any time in the future have or claim, any ownership interest or estate in the Licensed Premises, or any other interest in real property included in the Licensed Premises, by virtue of this Agreement or by virtue of Licensee's occupancy or use of the Licensed Premises. The permission granted to the DBA to use the Licensed Premises is a revocable license and not a leasehold interest or any other estate in the property.

4. Purposes. The Licensed Premises may be occupied and used by the DBA pursuant to this Agreement solely for the following purposes:

A. Construction, installation, maintenance, operation, repair and replacement of site improvements for conduct of the Street Faire, pursuant to the provisions of this Agreement;

B. Conduct of the Street Faire during the DBA Exclusive Use Times, which consists of musical performances, food vending, arts and crafts booths, service and consumption of alcohol beverages as that term is defined in C.R.S. §12-47-103, and similar festival activities. The Street Faire shall be conducted subject to all terms and conditions of this Agreement, and in accordance with the following standards and limitations:

- (1) Amplified sound shall not be permitted beyond 10:00 p.m.
- (2) No Street Faire activities shall extend beyond 10:00 p.m. other than clean up.
- (3) Set-up for the weekly Street Faire within City Rights of Way shall commence no earlier than 3:00 p.m. on the day of the Faire.

- (4) No carnival or amusement rides (defined to include rides with moving passenger compartments or tracks) shall be permitted.
- (5) Alcohol service shall be limited in accord with the terms of the liquor license issued to the DBA pursuant to the Colorado Liquor Code and shall be served and consumed only within the area designated on such license. The alcohol service areas shall be in locations and of a set-up acceptable to the City. The DBA shall be responsible for compliance with all special event permitting requirements of the Colorado Liquor Code as they pertain to conduct of the Street Faire.
- (6) Promptly after the end of a Street Faire, the DBA shall have all temporary equipment and facilities removed from the Licensed Premises or stored upon the Licensed Premises in a location acceptable to the City.

5. Utilities and Trash. The City will provide electrical service and trash pickup for the Street Faire. The Street Faire Coordinator shall have primary responsibility for coordinating details of the provision of trash services for the Street Faire, consistent with the terms of the City contract with the trash services vendor.

6. Site Improvements.

A. The DBA shall have the right to construct and install site improvements on the Licensed Premises as approved by the City to facilitate the use of the Licensed Premises as a performance site for the Street Faire.

B. The DBA at its sole expense shall be responsible for the construction and installation of the improvements to be undertaken by it. Upon completion, final inspection and acceptance by the City, all improvements to the Licensed Premises shall be considered the Property of the City, and the DBA shall upon request provide the City with a bill of sale or other instrument conveying such improvements to the City. The City shall at such time issue a letter confirming acceptance of the improvements. At the time of the completion of the work, the DBA shall provide the City with copies of all receipts and other documents evidencing the full actual costs of the improvements made to the Licensed Premises, which shall be subject to verification by the City.

C. All work by the DBA upon the Licensed Premises shall be completed according to plans and specifications that are satisfactory to and approved by the City in advance of the commencement of such work. The DBA shall not commence any work on the Licensed Premises unless and until final written plans and specifications have been submitted to and approved by the City, in the City's sole discretion. Any such plans and specifications shall include all information required for issuance of a building permit, and shall be prepared and submitted to the City at least 20 days prior to the date of commencement of the work. Upon receipt, the City shall review and either approve or disapprove such plans, and in the event of disapproval shall advise the DBA of the changes or additional information required to make such

plans acceptable to the City. Such process shall be repeated until the City has approved final plans and specifications for the work.

D. All work shall be completed in compliance with all codes, ordinances, rules and regulations of the City, in a good and workmanlike manner with appropriate building permits. Where required by City codes, ordinances, rules and regulations, the plans and specifications shall be stamped by a licensed architect or engineer. The DBA shall provide the City with lien waivers from all contractors or material providers providing work upon the Licensed Premises, in forms acceptable to the City. The DBA shall indemnify and hold harmless the City from all expense, liens, claims or damages to either persons or property arising out of or resulting from any work performed on the Licensed Premises at the instance of the DBA.

E. Except for the improvements specifically authorized by the City, the DBA shall not place, build, expand, or add to any structures or other items on the Licensed Premises.

7. General Use and Care of Licensed Premises. The DBA shall use reasonable care and caution to prevent damage, destruction or injury to the Licensed Premises. The DBA shall comply with all applicable ordinances, resolutions, rules, and regulations in the DBA's use and occupancy of the Licensed Premises. Upon final acceptance, the City shall be responsible for repair and maintenance of the site improvements installed by the DBA, except that the DBA shall be responsible for any repairs attributable to the negligence or other fault of the DBA. Upon final acceptance, the DBA shall also be responsible for operation of improvements during the DBA's Exclusive Use Times.

8. Signs. The DBA shall not place or permit any signs on the Licensed Premises, except that the DBA may place temporary banner signs on the Licensed Premises in connection with the Street Faire, which signage shall comply with the City's sign ordinances and regulations. Any other proposed for the Licensed Premises shall be subject to the prior written approval of the City, which approval may be granted or denied in the City's sole discretion.

9. Hazardous Materials. The DBA shall not keep any hazardous materials in or about the Licensed Premises without prior written consent of the City, which will be granted or denied in the City's sole discretion. "Hazardous material" includes but is not limited to asbestos, other asbestotic material (which is currently or may be designated in the future as a hazardous material), any petroleum base products, pesticides, paints and solvents, polychlorinated biphenyl, lead, cyanide, DDT, acids, ammonium compounds, and other chemical products (excluding commercially used cleaning materials in ordinary quantities) and any substance or material defined or designated as a hazardous or toxic substance, or other similar term, by any federal, state, or local law.

10. Compliance. If the DBA fails to comply with its obligations under this Agreement, the City may at its sole option terminate this Agreement as provided herein or take

such measures as it determines necessary to bring the Licensed Premises into compliance with the terms hereof, and the cost of any such measures shall be paid by the DBA.

11. Acknowledgment of General Condition. The DBA acknowledges that its use and occupancy hereunder is of the Licensed Premises in its present, as-is condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. The DBA acknowledges the City shall have no obligation to repair, replace or improve any portion of the Licensed Premises in order to make such Premises suitable for the DBA's intended uses; however, the foregoing shall not limit the City's obligations to maintain and repair site improvements as provided in Section 7 of this Agreement.

12. Acknowledgment and Acceptance of Specific Matters. The DBA specifically acknowledges that the Licensed Premises may not currently meet standards under federal, state or local law for the DBA's intended use, including but not limited to accessibility standards under the Americans with Disabilities Act and Uniform Building Code and adopted and in force in the City of Louisville. Compliance with such standards, if required for the DBA's use, shall be at the sole cost and expense of the DBA. If the DBA determines that compliance with such standards for the DBA's use is not feasible or economical, then the DBA may terminate this Agreement and the parties shall be released from any further obligations hereunder.

13. Taxes. The Licensed Premises is presently exempt from any real property taxation. In the event the County Assessor determines that the Licensed Premises is subject to the lien of general property taxes due to the DBA's use or occupancy, the DBA shall be responsible for the payment of taxes.

14. Liens. The DBA shall be solely responsible for and shall promptly pay for all services, labor or materials furnished to the Licensed Premises at the instance of the DBA. The City may at the DBA's expense discharge any liens or claims arising from the same.

15. DBA's and City's Property. The City shall have no responsibility, liability, or obligation with respect to the safety or security of any personal property of the DBA placed or located on, at, or in the Licensed Premises, it being acknowledged and understood by the DBA that the safety and security of any such property is the sole responsibility and risk of the DBA. Except as otherwise specifically provided in this Agreement, the DBA shall have no responsibility, liability, or obligation with respect to the safety or security of any personal property of the City placed or located on, at, or in the Licensed Premises, it being acknowledged and understood by the City that the safety and security of any such property is the sole responsibility and risk of the City. The DBA shall not remove any of the City's personal property from the Licensed Premises. The City shall not remove any of the DBA's personal property from the Licensed Premises, except as permitted incident to termination of this Agreement.

16. Right of Entry. Notwithstanding any other provisions of this Agreement to the contrary, the City shall at all times have the right to enter the Licensed Premises to inspect, improve, maintain, alter or utilize the Licensed Premises in any manner authorized to the City. In the exercise of its rights pursuant to this Agreement, the DBA shall avoid any damage or interference with any City installations, structures, utilities, or improvements on, under, or adjacent to the Licensed Premises.

17. Indemnity and Release. The DBA shall be solely responsible for any damages suffered by the City or others as a result of the DBA's use and occupancy of the Licensed Premises. The DBA agrees to indemnify and hold the City, its elected and appointed officers, agents, and employees harmless from and against all liability, claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of, resulting from, or in any way connected with (a) the DBA's use and occupancy of the Licensed Premises; (b) the conduct of the Street Faire; (c) any liens or other claims made, asserted or recorded against the Licensed Premises as a result of the DBA's use or occupancy thereof; or (d) the rights and obligations of the DBA under this Agreement.

18. Insurance. The DBA shall at its expense obtain, carry and maintain during the term of this Agreement, and shall require each contractor or subcontractor of the DBA performing work on the Licensed Premises to obtain, carry and maintain, a policy of comprehensive public liability insurance insuring City and the DBA against any liability arising out of or in connection with the DBA's use, occupancy or maintenance of the Licensed Premises or the condition thereof. Such insurance shall be at all times in an amount of not less than \$1,000,000 combined single limit for bodily injury and property damage. Such policy shall include coverage for liquor liability and such other endorsements and coverages as the City may reasonably require. Such insurance shall include the DBA, its officers, employees and volunteers as named insureds, and shall also name City, its officers and employees as additional insureds. A certificate of insurance shall be completed by the DBA's insurance agent(s) as evidence that a policy or policies providing the coverages, conditions, and minimum limits required herein are in full force and effect, and shall be subject to review and approval by City prior to commencement of the DBA's occupancy of the Licensed Premises. As between the parties hereto, the limits of such insurance shall not limit the liability of the DBA.

19. No Waiver of Immunity or Impairment of Other Obligations. The City is relying on and does not waive or intend to waive by any provision of this Agreement the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as from time to time amended, or otherwise available to the City, and its officers and employees.

20. Termination for Breach. At the City's option, it shall be deemed a breach of this Agreement if the DBA defaults in the performance of any term or condition of this Agreement. In the event the City elects to declare a breach of this Agreement, the City shall have the right to

give the DBA thirty (30) days written notice requiring compliance with the terms and conditions of this Agreement, or delivery of possession and cessation of further use of the Licensed Premises. In the event any default remains uncorrected after thirty (30) days written notice, the City, at City's option, may declare the license granted herein terminated and revoke permission for any further DBA use of the Licensed Premises without prejudice to any other remedies to which the City may be entitled. Additionally, City in the event of default may, but shall not be obligated to, correct or remedy the DBA's default at the DBA's expense. Any such action by City to correct or remedy a default by City shall not be deemed a waiver or release of default or a discharge of any liability of the DBA for the expense of correcting or remedying such default.

21. Termination for Convenience.

A. The City shall also have the right at its option to terminate this Agreement for its convenience and without any cause of any nature by giving written notice at least ninety (90) days in advance of the termination date.

B. The DBA shall have the right at its option to terminate this Agreement for its convenience and without any cause of any nature by giving written notice to the City at least ninety (90) days in advance of the termination date.

22. Street Faire Committee. The DBA has formed a Street Faire Committee that will handle all decision making duties for operations of the Louisville Street Faire. The committee will be a 5-person committee of and appointed by the Board of Directors of the DBA, except that the City Manager will choose one member of the 5-person committee to represent the City's interests, with the remaining members selected by the DBA Board. The Street Faire Committee maintains artistic autonomy concerning musical palette, genre, band size and budget. Louisville Street Faire financial information will be made available to the City through the City's Street Faire Committee representative, and the DBA shall provide such financial information as is requested by the City to determine the parties' financial obligations hereunder.

23. City Financial and Service Assistance. With respect to operation of the Louisville Street Faire for the years of 2018, 2019, and 2020, the City and DBA agree as follows, subject to Section 31 of this Agreement:

A. The City will provide police services at no charge to the DBA. The City will decide in its sole discretion the level of police services needed to ensure proper public safety. The DBA shall be responsible for the costs of any additional private security.

B. The City will provide parking shuttle service at no cost to the DBA. The City will decide in its sole discretion the parking shuttle level of service. The City shall contract for the shuttle service. The Street Faire Coordinator shall have primary responsibility for coordinating shuttle service operations, consistent with the terms of the City contract with the shuttle service vendor.

C. The City will provide the funding for a Street Faire Coordinator contracted by the DBA to be responsible for the Louisville Street Faire operations, up to a maximum of \$45,000. This position will be the contact person for the City for all Louisville Street Faire items. A scope of work for the Coordinator contract will be created and developed by the Street Faire Committee. The DBA shall allow the City to review and comment on the Coordinator contract prior to solicitation and award thereof. The City, in its discretion and as requested by the Street Faire Committee will assist the DBA in publicizing, screening, and contracting for the position. The Street Faire Coordinator shall be a contractor of the DBA and the DBA shall be solely responsible for award and administration of the Coordinator contract. The Street Faire Coordinator shall not be a contractor or employee of the City and the Coordinator contract shall include acknowledgments of same in the form required by the City.

D. In the event the annual revenues are less than the DBA's costs to operate the 2018, 2019, or 2020 Louisville Street Faire, as determined by the Street Faire Committee, the City will provide a payment equaling 80% of the shortfall within 90 days of the final documentation of the Louisville Street Faire revenues and expenses for the year. The DBA will cover the remaining 20% of a shortfall, if any, up to a maximum of \$5,000, however, in the event \$5,000 is less than 20% of the shortfall, the City will increase its payment to cover the remainder.

E. The City will purchase a tent not to exceed \$25,000 to replace the existing tent owned by the DBA. If the desired tent cost is greater than \$25,000, the DBA will fund the remaining funds needed. All or part of the DBA funding may be made in the form of trade-in of the existing DBA tent. The new tent will be owned by the City. The DBA will provide its setup and takedown and storage annually.

24. Restoration of Licensed Premises. At the termination of this Agreement by lapse of time or otherwise, DBA shall deliver up the Licensed Premises in as good a condition as when the DBA took possession, excepting only ordinary wear and tear. At the time of such termination, the DBA at its sole option and expense may remove from the Licensed Premises any items of personal property owned by the DBA. Any items of personal property not removed by the date of termination shall become the property of the City, and the DBA shall execute and deliver to the City, at the time of termination, a bill of sale for such items of personal property. Any fixtures, structures, or improvements owned by the DBA or on the Licensed Premises at the time of termination shall, at the City's sole option, be deemed the property of the City, or removed at the DBA's sole expense.

25. Notices. Any notices or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by facsimile transmission or by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

City:

DBA:

City of Louisville
Attn: City Manager
749 Main Street
Louisville, CO 80027

Downtown Business Association of Louisville, Inc.
Attn: Rick Kron, President
P.O. Box 311
Louisville, CO 80027

or to such other address or the attention of such other person(s) as hereafter designated in writing by the parties. Notices given in the manner described above shall be effective, respectively, upon personal delivery, upon facsimile receipt, or upon mailing.

26. Existing Rights. The DBA understands that the license granted hereunder is granted subject to prior franchise agreements and subject to all easements and other interests of record applicable to the Licensed Premises. The DBA shall be solely responsible for coordinating its activities hereunder with the holders of such franchise agreements or of such easements or other interests of record, and for obtaining any required permission for such activities from such holders if required by the terms of such franchises or easements or other interests.

27. No Waiver. Waiver by the City or the DBA of any breach of any term of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision thereof.

28. No Assignment. Except as provided in this Section 28, this Agreement and the license granted herein is personal to the parties hereto. The DBA shall not transfer or assign any rights or obligations under this Agreement, for monetary or any other consideration, without the prior written approval of the City, which approval is solely at the discretion of the City. Consent is hereby given for the DBA to assign to the Main Street Louisville Business Improvement District, a business improvement district organized pursuant to C.R.S. Section 31-25-1201 et seq. (hereinafter "District") the right to occupy the Licensed Premises in conjunction with the DBA; provided, however, that such consent shall not be deemed effective until the District has executed and delivered to the City its written agreement to be bound by all terms and conditions of this Agreement. No such assignment shall relieve the DBA of its obligation to fully comply with the terms and conditions of this Agreement.

29. Entire Agreement. This Agreement is the entire agreement between the City and the DBA, may be amended only by written instrument subsequently executed by the City and the DBA. This Agreement replaces the License and Improvement Agreement between the City and the DBA dated April 4, 2003, the License, Improvement Agreement signed November 2, 2015, and the License, Improvement and Assistance Agreement for 2016 (collectively, the "Original Agreements"). Such Original Agreements are terminated; except, as provided therein, all of the terms and conditions of the Original Agreements concerning release, indemnification, termination, remedies and enforcement shall survive termination.

30. Survival. All of the terms and conditions of this Agreement concerning release, indemnification, termination, remedies and enforcement shall survive termination of this Agreement.

31. Financial Obligations. The DBA acknowledges that all financial obligations of the City hereunder beyond 2018 are expressly subject to annual budgeting and appropriation by the City Council of the City in its discretion. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. Nor shall any provision of this Agreement constitute a mandatory charge, requirement or liability beyond the current fiscal year or above amounts appropriated by the City Council of the City. The DBA understands and agrees that any decision of the City Council to not appropriate funds shall be without recourse, penalty or liability to the City.

32. No Personal Liability. No elected official, officer, employee, contractor, or volunteer of the City or director, officer, employee, contractor, or volunteer of the DBA shall have any personal liability for any claim, loss, damage, action, or suit arising from this Agreement.

33. Effective Date. This Agreement is effective on and after January 1, 2018.

NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first above written.

CITY OF LOUISVILLE

By: Robert P. Muckle
Robert P. Muckle, Mayor

ATTEST:

Meredyth Muth
Meredyth Muth, City Clerk

The seal is circular with a scalloped outer edge. The text "CITY OF LOUISVILLE" is written along the top inner edge, and "COLORADO" is written along the bottom inner edge. Two small stars are positioned on the left and right sides of the seal. In the center of the seal, the word "SEAL" is written in a bold, sans-serif font.

DOWNTOWN BUSINESS ASSOCIATION
OF LOUISVILLE, INC.

By: Norman F. Kron
Norman F. Kron, President

**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL A:

The North 126 Feet of Block A, Town of Louisville, County of Boulder, State of Colorado,
Except that portion as conveyed by deed recorded March 11, 1963, in Book 1270 at Page
156.

The above-described parcel is also known as (through deeds of record) the South Half of Lot
2 and all of Lot 3, Block A, Town of Louisville.

PARCEL B:

The westerly 25 feet of the former Colorado and Southern Railroad right of way lying
adjacent to the tract as set forth as Parcel A, above, County of Boulder, State of
Colorado.

And, the area in the Louisville Public Library parking lot and the Front Street and Walnut Street
rights of way, all as generally shown on Exhibit B.

EXHIBIT C

DBA EXCLUSIVE USE TIMES – 2018

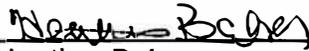
8 Event Nights

If not otherwise agreed in writing by April 30, 2018, the 2018 event nights shall be:
June 8, 15, 22, 29, July 13, 20, 27, August 10

The parties have executed this Exhibit C (2018 Exclusive Use Dates) to the License, and Improvement, and Assistance Agreement on the dates set forth under their respective signatures.

CITY OF LOUISVILLE

DOWNTOWN BUSINESS ASSOCIATION
OF LOUISVILLE, INC.

By: 
Heather Balsler
City Manager

By: 
Norman F. Kron
President

Date: 5-8-18

Date: 12-19-17

FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to License Agreement (“Amendment”) is made and entered into as of the 1st day of January, 2020, by and between the City of Louisville (“City”) and the Downtown Business Association of Louisville (“DBA”).

WHEREAS, the City and the DBA entered into a “License, Improvement, and Assistance Agreement (2018, 2019, and 2020 Louisville Street Faire)” (“License Agreement”) and desire to amend the same as provided herein.

NOW, THEREFORE, in consideration of the premises and promises contained herein, the City and DBA agree as follows:

1. A new sub-section 23F is added to the License Agreement to read as follows:
 - (a) Notwithstanding Section 23D hereof, and in addition to the City’s customary financial and sponsorship support, on or before January 15, 2020, the City will furnish \$25,000 to the DBA for the purpose of assisting with the payment for two “more well-known headliner bands” (“Brand Bands”) to perform during two nights of the Street Faire in July and/or August 2020 (“Two Nights”). The DBA will fund those same Two Nights for \$9,000 each; therefore, the average total Band Costs (as defined below) for each of those Two Nights will be \$21,500 each night.
 - (b) If Street Faire Income exceeds the Total Costs (as defined below) for either or both of the Two Nights (“Positive Net Revenue”), then the Positive Net Revenue will be distributed 80% to the City and 20% to the DBA for such night or nights.
 - (c) If Street Faire Income is less than Total Costs (“Negative Net Revenues”) for either or both of the Two Nights, then the Negative Net Revenues up to \$21,500 per night of the Two Nights shall be the responsibility of the City. If there are Negative Net Revenues over \$21,500 for a night, then 80% of such loss shall be allocated to the City and 20% allocated to the DBA in the manner provided in Section 23D of the License Agreement.
 - (d) Positive and Negative Net Revenues for the other six Street Faire nights shall remain subject to Section 23D of the License Agreement.
 - (e) The DBA will determine Street Faire Income and costs in 2020 in substantially the same manner as was reported in 2019. The following definitions apply for purposes of this Section 23F:
 - (I) “Street Faire Income” for each of the Two Nights means the sum of: (i) the general donations and vendor fees of the Street Faire divided by eight, (ii) the City’s \$25,000 contribution allocated as \$12,500 for each of the Two

Nights, (iii) the general sponsor revenues of the Street Faire divided by eight, and (iv) Beer Garden sales (including wine and margarita sales) for the subject night.

(II) "Total Costs" for each of the Two Nights means the sum of: (i) compensation paid to the Brand Band engaged to perform for the night, (ii) backline costs for such Band, (iii) hotel costs for such Band, (iv) other additional reasonable costs occasioned by the Band and additional audience such as added security, lighting, EMS, promotional marketing, contract services (not including the Manager), video production and projection/display, waste management, and (v) as determined in the manner substantially as reported in 2019, Sales Tax, Alcohol Expense, and Fixed Costs.

(III) "Band Costs" for each of the Two Nights means the sum of: (i) compensation paid to the Brand Band engaged to perform for the night, (ii) backline costs for such Band, (iii) hotel costs for such Band, (iv) other additional reasonable costs occasioned by the contract used to hire the Brand Band, such as lighting, promotional marketing, and video production and projection/display.

- (f) The DBA will make a written report to the City after four Street Faire nights and an oral report at that time if requested to do so by the City Manager.
- (g) The City shall have the authority, but not the obligation, to appoint an elected official of the City to the Street Faire Committee ("Elected Appointee"), which would increase the size of the Committee to six members. The Elected Appointee shall serve at the pleasure of City Council. A quorum of the Committee shall ordinarily be four members; however, if the Elected Appointee does not attend a Committee meeting and the other City Representative is in attendance, then a quorum shall be three members for such meeting. Attendance at any Committee meeting by any member of the Committee may be in person or by conference telephone.

CITY OF LOUISVILLE, COLORADO
By: _____

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

DOWNTOWN BUSINESS ASSOCIATION
OF LOUISVILLE

By: _____
_____, President