
NEW BUSINESS CALENDAR

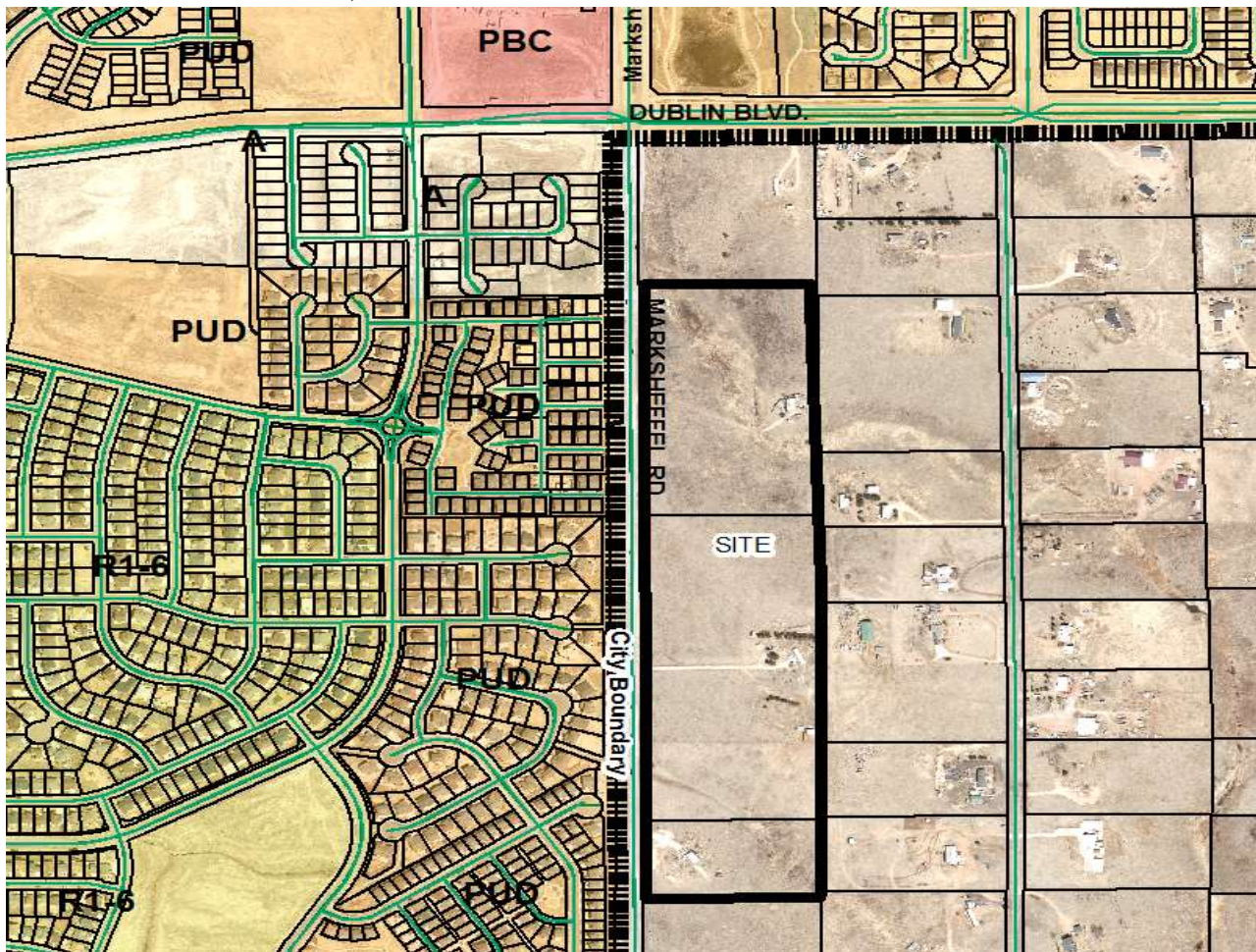
CITY PLANNING COMMISSION AGENDA

ITEM: 4A – 4C
STAFF: MEGGAN HERINGTON

FILE NOS:

A - CPC A 14-00144 – LEGISLATIVE
B - CPC PUZ 15-00024 – LEGISLATIVE
C - CPC PUP 15-00025 – QUASI-JUDICIAL

PROJECT: MOUNTAIN VALLEY PRESERVE ANNEXATION
APPLICANT: DREXEL, BARRELL & CO.
OWNERS: PEAKMARK HEIGHTS, LLC, THE DOMINIC AND VIVIAN M. ZARRARETTI TRUST, AND THE WALTER FAMILY TRUST



PROJECT SUMMARY:

1. Project Description: This project includes concurrent applications for annexation, zoning, and a concept plan for 37.35 acres located east of Marksheffel Road and south of Dublin Boulevard.

The zoning will establish a PUD/AO (Planned Unit Development: Single-Family Residential, 3.77 dwelling units per acre, 30 foot maximum building height with Airport Overlay) zone for the property. The associated concept plan illustrates the development of 141 single-family residential lots with landscape tracts, detention areas and public roads (**FIGURE 1**)

2. Applicant's Project Statement: (**FIGURE 2**)
3. Planning and Development Department's Recommendation: Staff recommends approval of the applications with one condition on the annexation.

BACKGROUND:

1. Site Address: The site is addressed as 6115, 6085 and 6005 Marksheffel Road.
2. Existing Zoning/Land Use: The property is currently in unincorporated El Paso County. A rural residential zone is assigned to the property and there are several existing mobile homes on the properties.
3. 3.Surrounding Zoning/Land Use:North: C-6/Future Commercial
South: Unincorporated El Paso County/Vacant Residential
East: Unincorporated El Paso County/Single-Family Residential
West: PUD/Single-Family Residential
4. Comprehensive Plan/Designated 2020 Land Use: There is no 2020 Land Use designation because it is not yet within the City.
5. Annexation: The property is not yet annexed.
6. Master Plan/Designated Master Plan Land Use: There is no existing or planned master plan for this property.
7. Subdivision: The property is not platted.
8. Zoning Enforcement Action: None
9. Physical Characteristics: The property consists of three separate addresses, each with an existing mobile home and no significant vegetation.

STAKEHOLDER PROCESS AND INVOLVEMENT:

The public process included posting the site and sending postcard notice to 189 property owners within 500 feet. The notice was sent when the applications were submitted, notice of the neighborhood meeting, and notice of the City Planning Commission hearing. A neighborhood meeting was held on April 16, 2015. There were approximately 5 neighbors in attendance. The concerns discussed were access and existing traffic on Marksheffel Road. The neighbors in attendance were largely owners of the large county properties to the east.

Staff did receive several emails from the HOA and an owner on the west side of Marksheffel Road in the Carriages at Indigo Ranch. This neighborhood is directly adjacent to Marksheffel Road. The concerns are noise and traffic from Marksheffel Road. City Traffic Engineering attended an HOA meeting to explain that Marksheffel is a principal arterial designed to carry larger traffic volumes. The Carriages at Indigo Ranch development was designed with landscape buffers and fencing along Marksheffel Road as mitigation and there are no plans for noise mitigation walls as part of the future Marksheffel Road expansion. Comments received via email are attached as **FIGURE 3**.

Staff also sent the plans to the standard internal and external review agencies for comments. Commenting agencies included Colorado Springs Utilities, City Engineering, City Traffic, City Fire, City Finance, Police and E-911, and the Colorado Springs Airport.

ANALYSIS OF REVIEW CRITERIA/MAJOR ISSUES/COMPREHENSIVE PLAN & MASTER PLAN CONFORMANCE:

1. Review Criteria / Design & Development Issues:

Annexation

The request is to annex the property into the municipal limits of the City of Colorado Springs and develop 141 single-family residential lots. The annexation consists of 44.71 acres; 7.36 acres of Marksheffel Road right-of-way and the three properties totaling 37.35 acres. The site is part of a larger enclave referred to as Toy Ranches, an area completely surrounded by the City limits and contiguous to the municipal limits of the City of Colorado Springs. Therefore, the property is eligible for annexation.

Because the property is planned for a single use, there is no master plan requirement. The concept plan acts as the planning document and illustrates the use layout. A development plan will be required in the future before infrastructure and homes are constructed.

A Fiscal Impact Analysis (FIA) is required for all annexation requests and is completed by the City Budget Office. The FIA was completed on April 29, 2015. The FIA states that there are minimal identifiable marginal costs of providing services to this development, as the surrounding infrastructure and roadways are already being maintained by the City as they fall within the service area of surrounding parcels. The result of the FIA is a positive cumulative cash flow for the City during the 10-year timeframe. **(FIGURE 4)**

The draft annexation agreement is attached as **FIGURE 5**. Because the property is adjacent to a fast growing part of the City, and the infrastructure is developing, there are a number of off-site requirements outlined in the agreement including right-of-way dedication for Marksheffel Road and payment of fees related to Banning Lewis Ranch.

PUD/AO Zoning

The zoning request is to zone the 37.35-acre property PUD/AO (Planned Unit Development: Single-Family Residential, 3.77 dwelling units per acre, 30 foot maximum building height with Airport Overlay). This is similar residential densities as have been established on the west side of Marksheffel Road.

Concept Plan

The concept plan illustrates the layout for a new residential subdivision with 141 lots, public streets, easements, landscape/open space areas and detention areas. There is a large gas easement that runs along the eastern boundary of the site that will be incorporated into the landscape to the eastern five and ten acre lots. Fencing is also shown along the eastern boundary of the development. Mountain Dale Drive is a proposed north-south public road that will provide access to the property from Dublin Boulevard to the north. There are also two access locations along Marksheffel Road. There is a note on the concept plan that the City reserves the right to restrict the proposed intersections off of Marksheffel if traffic operations safety warrants. This condition is also written into the annexation agreement.

2. Conformance with the City Comprehensive Plan:

Comprehensive Plan 2020 Land Use Map: Since the property is not located within the City, it is not indicated with a land use on the 2020 Land Use Map; however, property will be included on the map as “General Residential” that is shown on adjacent city properties on the west side of Marksheffel.

Policy CIS 202: Annexation will be a Benefit to the City of Colorado Springs

Evaluate proposed annexations to determine if the request is a benefit to the City.

Policy LU 201: Promote a Focused, Consolidated Land Use Pattern

Locate new growth and development in well-defined contiguous areas in order to avoid leapfrog, scattered land use patterns that cannot be adequately provided with City services.

Strategy LU 203a: Locate the Places that People Use for Their Daily Needs and Activities Close to Each Other

Group and link the places used for living, working, shopping, schooling, and recreating and make them accessible by transit, bicycle, and foot, as well as by car.

Policy LUM 213: Potential Annexation Areas

Utilize the Potential Annexation Area designation for areas that are likely to be incorporated by the City.

Objective LU 3: Develop A Mix of Interdependent, Compatible, and Mutually Supportive Land Uses.

Over the past several decades, the location and design of development have created a pattern of isolated, disconnected, single-purpose land uses. An alternative to this type of land use pattern is one that integrates multiple uses, shortens and reduces automobile trips, promotes pedestrian and bicycling accessibility, decreases infrastructure and housing costs, and in general, can be provided with urban services in a more cost-effective manner.

Policy LU 301: Promote a Mixed Land Use Pattern

Promote development that is characterized by a mix of mutually supportive and integrated residential and non-residential land uses and a network of interconnected streets with good pedestrian and bicycle access and connections to transit.

Objective CCA 6: Fit New Development into the Character of the Surrounding Area

Often the overall character of a new development is not realized until the project is completed. This can lead to unintended impacts and incompatible development. Applicants for new developments need to clearly identify how their projects will fit into the character of the surrounding area and the community as a whole with respect to height, scale, bulk, massing, roof forms, signage, overall site design, pedestrian and vehicular access, and relation to the public right-of-way.

Policy CCA 601: New Development Will Be Compatible with the Surrounding Area

New developments will be compatible with the surrounding land uses and will complement the character and appearance of adjacent land uses.

It is the finding of the Land Use Review Division that the Mountain Valley Preserve annexation, zoning, and concept plan will substantially conform to the City Comprehensive Plan 2020 Land Use Map and the Plan's goals and objectives.

3. Conformance with the Area's Master Plan:

There is no master plan for this area.

STAFF RECOMMENDATION:

ITEM NO. #.4A: CPC A 14-00144 – ANNEXATION

Approve the Mountain Valley Preserve Annexation, based upon the findings that the annexation complies with all of the Conditions for Annexation Criteria as set forth in City Code Section 7.6.203 with the following condition of approval:

1. The final annexation agreement signed by the owners must be submitted to staff prior to scheduling the City Council Hearing.

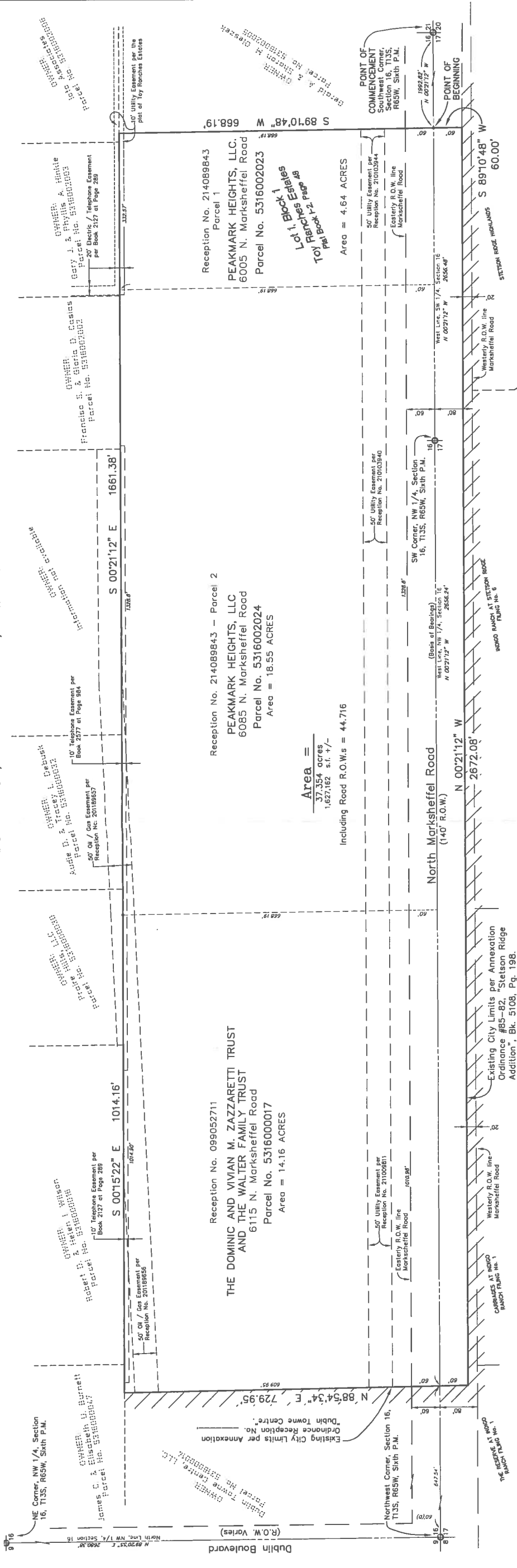
ITEM NO. # 4B CPC PUZ 15-00024 – ESTABLISHMENT OF THE PUD ZONE

Approve the establishment of the PUD/AO (Planned Unit Development: Single-Family Residential, 3.77 dwelling units per acre, 30 foot maximum building height with Airport Overlay) zone district, based upon the findings that the change of zoning request complies with the three (3) criteria for granting of zone changes as set forth in City Code Section 7.5.603(B) and the criteria for the establishment and development of a PUD zone as set forth in City Code Section 7.3.603.

ITEM NO. # 4C CPC CP 14-00012 – MOUNTAIN VALLEY PRESERVE CONCEPT PLAN

Approve the Mountain Valley Preserve Concept Plan based upon the findings that the development plan meets the review criteria for PUD development plans as set forth in City Code Section 7.3.605, and the development plan review criteria as set forth in Section 7.5.502E.

MOUNTAIN VALLEY PRESERVE ANNEXATION
 PORTIONS OF THE WEST HALF OF SECTION 16 AND THE EAST HALF OF SECTION 17, ALL IN TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH P.M.
 TO THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO



KNOW ALL MEN BY THESE PRESENTS:
 A TRACT OF LAND CONTAINING ALL THAT REAL PROPERTY DESCRIBED IN THOSE DEEDS RECORDED AS RECEPTION NO. 099052711 AND AS RECEPTION NO. 214089843 IN THE RECORDS OF THE OFFICE OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO, TOGETHER WITH A PORTION OF THE WEST HALF OF SECTION 17, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, FURTHER DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 16, AND CONSIDERING THE WEST LINE OF SAID SECTION 16 TO BEAR NORTH 02°21'12" WEST, ALONG SAID WEST LINE, A DISTANCE OF 1982.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°10'48" WEST, ALONG THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID TRACT DESCRIBED AT RECEPTION NO. 214089843, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°21'12" WEST, ALONG SAID WESTERLY EXTENSION OF SAID TRACT DESCRIBED AT RECEPTION NO. 214089843, A DISTANCE OF 1014.16 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°21'12" WEST, ALONG SAID WESTERLY EXTENSION OF SAID TRACT DESCRIBED AT RECEPTION NO. 214089843, A DISTANCE OF 2672.08 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF SAID TRACT DESCRIBED AT RECEPTION NO. 214089843, A DISTANCE OF 728.94 FEET; THENCE SOUTH 00°15'22" EAST, A DISTANCE OF 1014.16 FEET TO THE NORTHEAST CORNER OF SAID TRACT DESCRIBED AT RECEPTION NO. 214089843; THENCE SOUTH 00°21'12" EAST, ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 1661.38 FEET; THENCE SOUTH 89°10'48" WEST, ALONG THE SOUTH LINE OF SAID TRACT AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 666.19 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 44.716 ACRES OR 1,947,844 SQUARE FEET, MORE OR LESS.

SURVEYOR'S STATEMENT:
 I, PATRICK C. O'HEARN, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE MAP SHOWN HEREON CORRECTLY DELINEATES THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL CONTIGUOUS TO THE PRESENT BOUNDARY OF THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO.

IN WITNESS THEREOF:
 THE AFORESAID ROBERT C. IRWIN, AS MANAGER OF PEAKMARK HEIGHTS, LLC, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF ____, 2015.
 BY: ROBERT C. IRWIN, MANAGER
 STATE OF COLORADO }
 COUNTY OF }
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____, 2015 BY ROBERT C. IRWIN AS MANAGER OF PEAKMARK HEIGHTS, LLC, A COLORADO LIMITED LIABILITY COMPANY.
 WITNESS MY HAND AND OFFICIAL SEAL:
 ROTARY PUBLIC }
 MY COMMISSION EXPIRES: ____

IN WITNESS THEREOF:
 THE AFORESAID VIVIAN M. ZAZZARETTI, TRUSTEE OF THE DOMINIC AND VIVIAN M. ZAZZARETTI TRUST, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF ____, 2015.
 BY: VIVIAN M. ZAZZARETTI, TRUSTEE
 STATE OF COLORADO }
 COUNTY OF }
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____, 2015 BY VIVIAN M. ZAZZARETTI AS TRUSTEE FOR THE DOMINIC AND VIVIAN M. ZAZZARETTI TRUST.
 WITNESS MY HAND AND OFFICIAL SEAL:
 ROTARY PUBLIC }
 MY COMMISSION EXPIRES: ____

IN WITNESS THEREOF:
 THE AFORESAID JAMES FRANCIS WALTER AND JANETTE MARIE WALTER, TRUSTEES OF THE WALTER FAMILY TRUST, HAVE EXECUTED THIS INSTRUMENT THIS ____ DAY OF ____, 2015.
 BY: JAMES FRANCIS WALTER, TRUSTEE
 STATE OF COLORADO }
 COUNTY OF }
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____, 2015 BY JAMES FRANCIS WALTER AND JANETTE MARIE WALTER, AS TRUSTEES FOR THE WALTER FAMILY TRUST.
 WITNESS MY HAND AND OFFICIAL SEAL:
 ROTARY PUBLIC }
 MY COMMISSION EXPIRES: ____

CITY APPROVAL:
 ON BEHALF OF THE CITY OF COLORADO SPRINGS, THE UNDERSIGNED HEREBY APPROVE FOR FILING THE ACCOMPANYING ANNEXATION MAP OF THE "MOUNTAIN VALLEY PRESERVE ANNEXATION".

CITY ENGINEER: _____ DATE: _____ DIRECTOR OF CITY PLANNING: _____

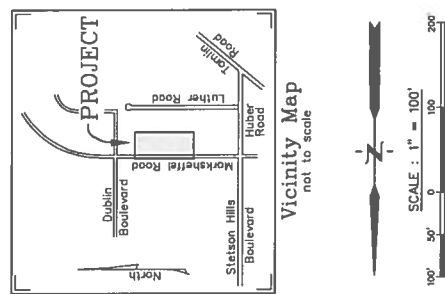
THE ANNEXATION OF THE REAL PROPERTY SHOWN ON THIS PLAT IS APPROVED PURSUANT TO AN ORDINANCE MADE AND ADOPTED BY THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, BY ACTION OF THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS AT ITS MEETING ON THE ____ DAY OF ____, 2015 A.D.

ATTEST: CITY CLERK: _____ PRESIDENT, CITY COUNCIL: _____
 CLERK AND RECORDER'S CERTIFICATE:
 STATE OF COLORADO }
 COUNTY OF EL PASO }
 I HEREBY CERTIFY THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT ____ O'CLOCK ____ M., THIS ____ DAY OF ____, 2015 AND IS DUELY RECORDED UNDER RECEPTION NUMBER ____ OF THE RECORDS OF EL PASO COUNTY, COLORADO.

BY: _____ RECORDER: _____ FEE: _____
 DEPUTY: _____ SURCHARGE: _____

Drexel, Bartell & Co.
 ENGINEERS/SURVEYORS
 1800 WEST STREET
 COLORADO SPRINGS, COLORADO 80904 (303) 442-6200
 12-04-14 - 6-26-15 - boundary, limits

Drawn By: _____
 Checked By: _____
 Scale: 1" = 100'
 Project No.: 20534-03
 Drawing No.: 20534-03



LEGEND

R.O.W. +/—
 square feet
 Section corner
 No.

Right of Way
 more or less
 square feet
 Section corner
 Number

SCALE: 1" = 100'

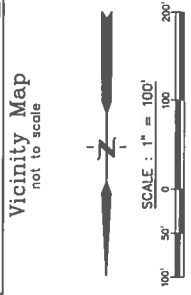
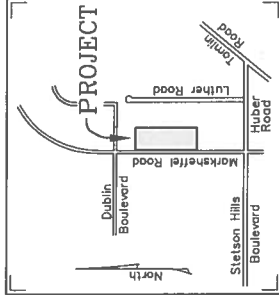
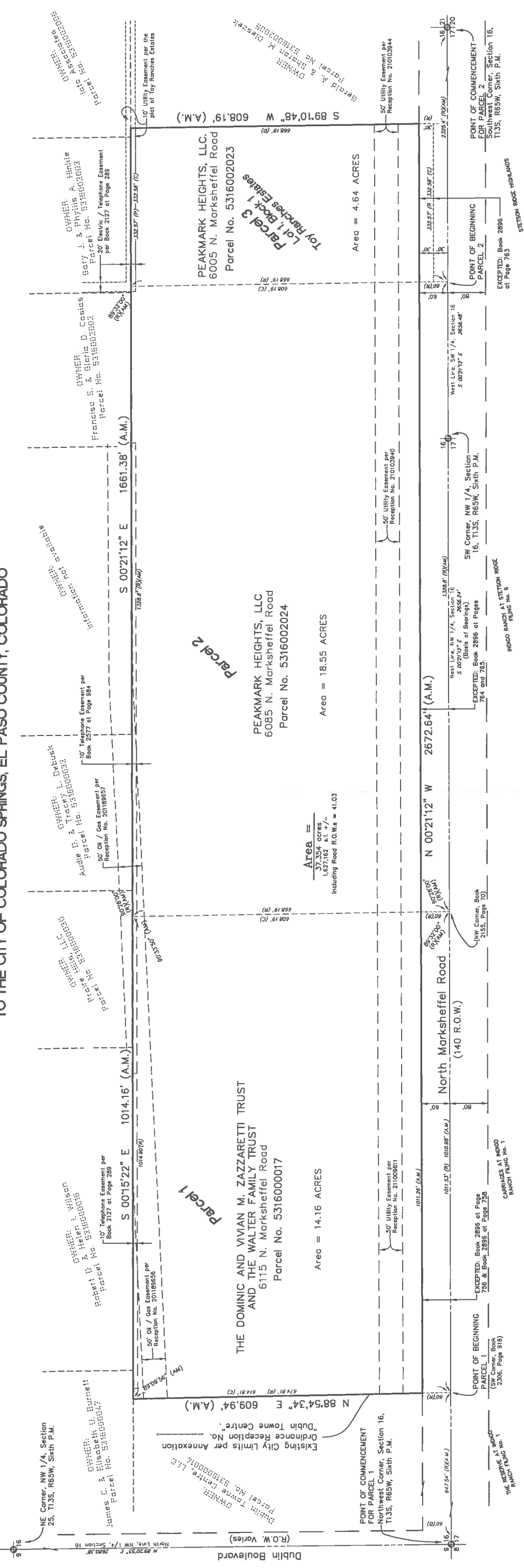
100' 50' 0' 100' 200'

SURVEYOR'S NOTES:

1. PERIMETER CALCULATIONS:
 BOUNDARY PERIMETER = 6665.31 FEET
 CONTIGUOUS BOUNDARY = 5400.01 FEET
 RATIO OF CONTIGUITY = One half (1/2)
 AREA OF PARCEL = 44.716 ACRES

MOUNTAIN VALLEY PRESERVE ZONE CHANGE EXHIBIT

A PORTION OF THE WEST HALF OF SECTION 16, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE SIXTH P.M.
TO THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO



LEGAL DESCRIPTION:
TRACT 16, BEING THE WEST HALF OF SECTION 16, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., IN EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:
PARCEL 1: THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 16, IN TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., IN EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 16; THENCE SOUTHERLY ON THE WEST LINE THEREOF 647.54 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED OF STANLEY S. FARR AND SANDRA R. FARR RECORDED IN BOOK 2306 AT PAGE 918 UNDER RECEPTION NO. 604380 AND THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED HEREON; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 16 1,014.90 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO FLOYD L. DEWITT AND MARY J. DEWITT RECORDED IN BOOK 2155 AT PAGE 70 UNDER RECEPTION NO. 508314; THENCE ANGLE LEFT 90.28° EASTERLY ON THE NORTHERLY LINE OF SAID DEWITT TRACT, 668.19 FEET; THENCE ANGLE LEFT NORTHERLY 1,014.90 FEET TO THE SOUTHWEST CORNER OF SAID FARR TRACT; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 16 1,014.90 FEET TO THE POINT OF BEGINNING, EXCEPT THE WESTERLY 30 FEET THEREOF FOR ROAD PURPOSES, AND EXCEPT THOSE PORTIONS THEREOF DEEDED TO THE COUNTY OF EL PASO BY DEEDS RECORDED IN BOOK 2886 AT PAGE 756 AND IN BOOK 2896 AT PAGE 758.
PARCEL 2: THAT PORTION OF THE WEST HALF OF SECTION 16, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 16, THENCE RUN IN A NORTHERLY DIRECTION ALONG THE WEST LINE OF SAID SECTION 16 A DISTANCE OF 2,325.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING AS FOLLOWS:
THENCE ANGLE RIGHT 89° 32' AND RUN IN AN EASTERLY DIRECTION 668.19 FEET; THENCE ANGLE RIGHT 90° 28' AND RUN IN A SOUTHERLY DIRECTION 1,328.8 FEET; THENCE ANGLE RIGHT 89° 32' AND RUN IN A WESTERLY DIRECTION 668.19 FEET TO THE POINT OF BEGINNING, EXCEPT THEREFROM THE WESTERLY 60 FEET CONVEYED FOR ROADWAY PURPOSES IN BOOK 2886 AT PAGES 764 AND 765, COUNTY OF EL PASO, STATE OF COLORADO
PARCEL 3: LOT 1, BLOCK 1, TOY RANCHES ESTATES, EXCEPT THE WESTERLY 30 FEET THEREOF AS CONVEYED IN DEED FEBRUARY 16, 1977 IN BOOK 2896 AT PAGE 763, COUNTY OF EL PASO, STATE OF COLORADO.
ALTOGETHER CONTAINING 37.354 ACRES OR 1,627,162 SQUARE FEET, MORE OR LESS.

**MOUNTAIN VALLEY PRESERVE
ZONE CHANGE EXHIBIT**
6005, 6085 & 6115 N. MARKSHEFFEL ROAD
COLORADO SPRINGS, COLORADO

Sheet 1 of 1

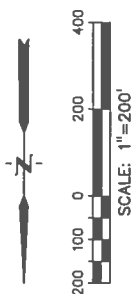
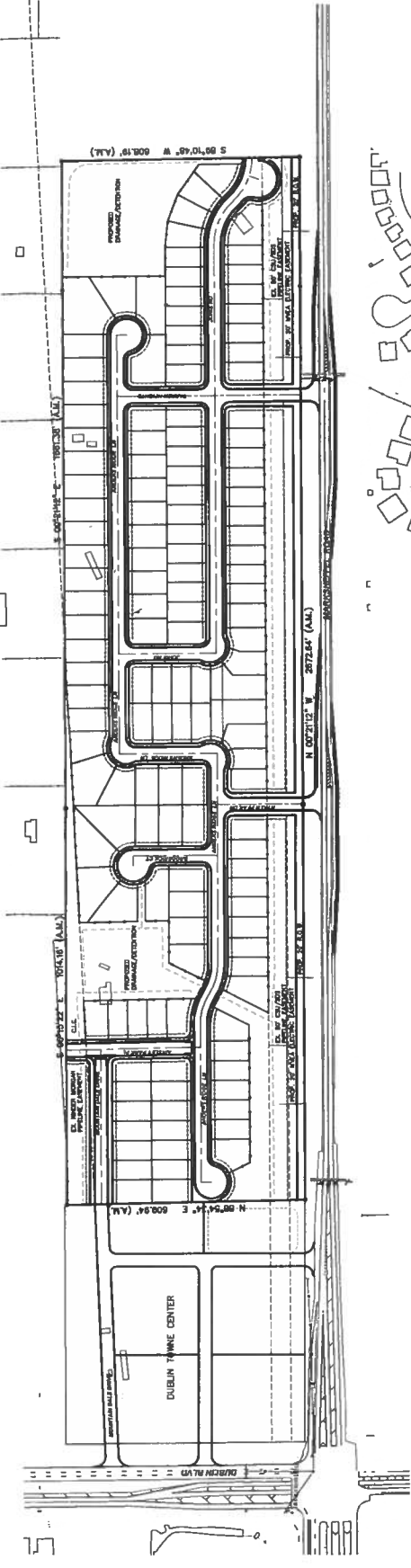
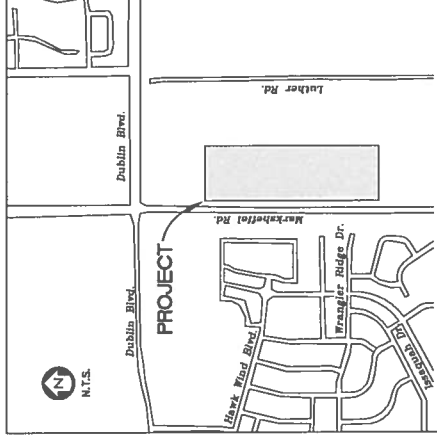
Engineers/Surveyors	Drexler, Barrell & Co.
BOULDER, COLORADO 80501 (303) 442-4200	
DATE	08-26-15
DRAWN BY	GS
CHECKED BY	PCS
SCALE	1" = 100'
JOB NO.	20534-03
DRAWING NO.	20534ZoneExh

OWNER:
PEAKMARK HEIGHTS, LLC
1765 S. 8th Street Suite 1-1
Colorado Springs, CO 80905

OWNER:
THE DOMINIC AND VIVIAN M. ZAZZARETTI TRUST AND THE WALTER FAMILY TRUST
4780 Vale Road
Colorado Springs, CO 80908

MOUNTAIN VALLEY PRESERVE CONCEPT PLAN

6115, 6085 & 6005 MARKSHEFFEL ROAD COLORADO SPRINGS, COLORADO



VICINITY MAP
NOT TO SCALE

SHEET INDEX

CV01	COVER SHEET
CP01	OVERALL LAYOUT
UT01	PRELIMINARY UTILITIES
UT02	PRELIMINARY UTILITIES
GR01	PRELIMINARY GRADING
GR02	PRELIMINARY GRADING

PREPARED BY:
DREXEL, BARRELL & CO.
Engineers - Surveyors
3 SOUTH 7TH STREET
COLORADO SPRINGS, COLORADO 80905
CONTACT: TIM D. MACDONNELL, P.E.
BOULDER, COLORADO SPRINGS
GRAND JUNCTION

CLIENT:
CHEYENNE
MOUNTAIN
DEVELOPMENT
COMPANY, LLC
P.O. BOX 60069
COLORADO SPRINGS, CO 80960
(719) 597-1111
CONTACT: ROBERT C. IRWIN

**MOUNTAIN VALLEY PRESERVE
CONCEPT PLAN**
6005 N. MARKSHEFFEL ROAD
COLORADO SPRINGS, COLORADO

ISSUE	DATE
INITIAL ISSUE	3/12/15
LATEST ISSUE	9/5/15

DESIGNED BY:	SBN
DRAWN BY:	SBN
CHECKED BY:	TMD
FILE NAME:	20534-03C001

DESIGNED BY:	SBN
DRAWN BY:	SBN
CHECKED BY:	TMD
FILE NAME:	20534-03C001

DESIGNED BY:	SBN
DRAWN BY:	SBN
CHECKED BY:	TMD
FILE NAME:	20534-03C001

DESIGNED BY:	SBN
DRAWN BY:	SBN
CHECKED BY:	TMD
FILE NAME:	20534-03C001

DESIGNED BY:	SBN
DRAWN BY:	SBN
CHECKED BY:	TMD
FILE NAME:	20534-03C001

**CONCEPT
SITE
PLAN**

PROJECT NO. 20534-03C001
DRAWING NO.

CV01

SHEET: 1 OF 6

NOTE (cont.)

- WHERE THE PROPERTY IS ADJACENT TO MARKSHEFFEL ROAD THE OWNER SHALL DEDICATE ALL RIGHT-OF-WAY IMPROVEMENTS FOR FUTURE MARKSHEFFEL ROAD IMPROVEMENTS. THERE ARE NO CONSTRUCTION RESPONSIBILITIES FOR MARKSHEFFEL ROAD AS THIS IS A PPRTA 2 PROJECT.
- THE CITY RESERVES THE RIGHT TO RESTRICT THE PROPOSED INTERSECTION AT TARREN HEIGHTS AND RYKER DRIVE TO A RIGHT-IN/RIGHT-OUT OR ¾ MOVEMENT IN THE FUTURE IF TRAFFIC OPERATIONS SAFETY WARRANTS.
- THE OWNER OF DUBLIN TOWNE CENTRE AND/OR MOUNTAIN VALLEY PRESERVE, WHICHEVER IS FIRST TO PULL A BUILDING PERMIT, IS SPECIFICALLY RESPONSIBLE FOR A CONTRIBUTION TO THE SIGNAL AT THE INTERSECTION OF DUBLIN BOULEVARD AND MOUNTAIN DALE DRIVE. THE ONE TIME CONTRIBUTION REQUIREMENT TO THE SIGNAL IS \$125,000 TO BE PAID AT THE TIME OF THE FIRST BUILDING PERMIT APPROVAL BY EITHER DUBLIN TOWNE CENTRE OR MOUNTAIN VALLEY PRESERVE, WHICHEVER COMES FIRST. THE CITY SHALL INSTALL SAID SIGNAL.
- THE MOUNTAIN DALE DRIVE CONNECTION TO DUBLIN BLVD. IS TO BE BUILT BY DUBLIN TOWNE CENTRE AS A FUTURE ACCESS TO MOUNTAIN VALLEY PRESERVE AND IS SHOWN ON THESE PLANS FOR REFERENCE ONLY. THE TWO INITIAL ACCESS POINTS TO MOUNTAIN VALLEY PRESERVE ARE RYKER PEAK DRIVE AND TARREN HEIGHTS, WHICH DIRECTLY CONNECT TO MARKSHEFFEL RD.

NOTE

- THE CONSTRUCTION/WIDENING OF MARKSHEFFEL ROAD WILL BE COMPLETED BY PPRTA2 WITH NO EXPENSE TO THE ADJACENT PROPERTY OWNERS.
- AN EASEMENT FOR THE STORMWATER QUALITY PONDS AS SHOWN ON THESE PLANS WILL BE PROVIDED AT THE TIME OF THE FIRST FINAL PLAT ON THE SITE.
- THIS CONCEPT PLAN IS NOT TO BE UTILIZED FOR PRELIMINARY PLATTING PURPOSES.
- 6005, 6085 & 6115 MARKSHEFFEL RD HAVE APPROXIMATE 1,500 SF MOBILE HOMES ON EACH PROPERTY. ALL THREE HOMES ARE TO BE REMOVED WITH REDEVELOPMENT.
- PARK AND SCHOOL FEES WILL BE DUE FOR EACH LOT AND WILL BE COLLECTED AT TIME OF THE CSU SERVICE AGREEMENT. THE RATE PER LOT IN 2015 WILL BE \$1,781 FOR PARKS AND \$1,264 FOR SCHOOL.
- PORTIONS OF TRACTS A AND B MAY BE UTILIZED BY COLORADO INTERSTATE GAS AND MAGELLEN PIPELINE FOR PIPELINE MAINTENANCE AND CONSTRUCTION WITHIN THEIR RESPECTIVE EASEMENTS.
- PORTIONS OF TRACTS C, D AND E MAY BE UTILIZED BY MVEA AND CSU FOR ELECTRIC FACILITY MAINTENANCE AND CONSTRUCTION AND WATER PIPELINE MAINTENANCE AND CONSTRUCTION WITHIN THEIR RESPECTIVE EASEMENTS.
- PORTIONS OF TRACT F MAY BE UTILIZED BY MVEA FOR ELECTRIC FACILITY MAINTENANCE AND CONSTRUCTION WITHIN THEIR EASEMENTS.
- A 6' TALL FENCE SHALL BE INSTALLED ON THE EASTERLY SIDE OF THE EASTERLY LOTS IN THE DEVELOPMENT AS A BUFFER TO THE PROPERTIES TO THE EAST. THE FENCE WILL BE MAINTAINED BY THE MOUNTAIN VALLEY PRESERVE HOA OR METROPOLITAN DISTRICT.
- LANDSCAPE SETBACKS ARE 25' ADJACENT TO MARKSHEFFEL ROAD AND 10' ADJACENT TO ALL OTHER PROJECT STREETS.

LEGAL DESCRIPTION

A TRACT OF LAND BEING A PART OF THE WEST HALF OF SECTION 16, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 16, AND CONSIDERING THE WEST LINE OF SAID SECTION 16 TO BEAR NORTH 00°21'12" WEST ALONG SAID WEST LINE, A DISTANCE OF 1993.31 FEET; THENCE NORTH 89°38'48" EAST, A DISTANCE OF 60.00 FEET TO A POINT AT THE INTERSECTION OF A LINE LYING 60.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 16 AND THE SOUTH LINE OF LOT 1, BLOCK 1, TOY RANCHES ESTATES, A SUBDIVISION RECORDED AT RECEPTION NO. 479331 IN THE RECORDS OF THE OFFICE OF THE EL PASO COUNTY CLERK AND RECORDED, SAID POINT BEING THE "POINT OF BEGINNING"; THENCE NORTH 00°21'12" WEST, ALONG SAID PARALLEL LINE AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL ROAD, A DISTANCE OF 2672.64 FEET TO THE SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 2306 AT PAGE 918, SAID EL PASO COUNTY RECORDS; THENCE NORTH 89°54'34" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 609.94 FEET; THENCE SOUTH 00°15'22" EAST, A DISTANCE OF 1014.16 FEET TO THE NORTHEAST CORNER OF THAT TRACT DESCRIBED IN BOOK 2155 AT PAGE 70, SAID EL PASO COUNTY RECORDS; THENCE SOUTH 00°21'12" EAST, ALONG THE EAST LINE OF SAID TRACT AND ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 1661.38 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 89°10'48" WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 608.19 FEET TO THE "POINT OF BEGINNING".

NOTE (cont.)

- THE CITY RESERVES THE RIGHT TO RESTRICT THE PROPOSED INTERSECTION AT TARREN HEIGHTS AND RYKER DRIVE TO A RIGHT-IN/RIGHT-OUT OR ¾ MOVEMENT IN THE FUTURE IF TRAFFIC OPERATIONS SAFETY WARRANTS.
- THE OWNER OF DUBLIN TOWNE CENTRE AND/OR MOUNTAIN VALLEY PRESERVE, WHICHEVER IS FIRST TO PULL A BUILDING PERMIT, IS SPECIFICALLY RESPONSIBLE FOR A CONTRIBUTION TO THE SIGNAL AT THE INTERSECTION OF DUBLIN BOULEVARD AND MOUNTAIN DALE DRIVE. THE ONE TIME CONTRIBUTION REQUIREMENT TO THE SIGNAL IS \$125,000 TO BE PAID AT THE TIME OF THE FIRST BUILDING PERMIT APPROVAL BY EITHER DUBLIN TOWNE CENTRE OR MOUNTAIN VALLEY PRESERVE, WHICHEVER COMES FIRST. THE CITY SHALL INSTALL SAID SIGNAL.
- THE MOUNTAIN DALE DRIVE CONNECTION TO DUBLIN BLVD. IS TO BE BUILT BY DUBLIN TOWNE CENTRE AS A FUTURE ACCESS TO MOUNTAIN VALLEY PRESERVE AND IS SHOWN ON THESE PLANS FOR REFERENCE ONLY. THE TWO INITIAL ACCESS POINTS TO MOUNTAIN VALLEY PRESERVE ARE RYKER PEAK DRIVE AND TARREN HEIGHTS, WHICH DIRECTLY CONNECT TO MARKSHEFFEL RD.

NOTE

- THE CONSTRUCTION/WIDENING OF MARKSHEFFEL ROAD WILL BE COMPLETED BY PPRTA2 WITH NO EXPENSE TO THE ADJACENT PROPERTY OWNERS.
- AN EASEMENT FOR THE STORMWATER QUALITY PONDS AS SHOWN ON THESE PLANS WILL BE PROVIDED AT THE TIME OF THE FIRST FINAL PLAT ON THE SITE.
- THIS CONCEPT PLAN IS NOT TO BE UTILIZED FOR PRELIMINARY PLATTING PURPOSES.
- 6005, 6085 & 6115 MARKSHEFFEL RD HAVE APPROXIMATE 1,500 SF MOBILE HOMES ON EACH PROPERTY. ALL THREE HOMES ARE TO BE REMOVED WITH REDEVELOPMENT.
- PARK AND SCHOOL FEES WILL BE DUE FOR EACH LOT AND WILL BE COLLECTED AT TIME OF THE CSU SERVICE AGREEMENT. THE RATE PER LOT IN 2015 WILL BE \$1,781 FOR PARKS AND \$1,264 FOR SCHOOL.
- PORTIONS OF TRACTS A AND B MAY BE UTILIZED BY COLORADO INTERSTATE GAS AND MAGELLEN PIPELINE FOR PIPELINE MAINTENANCE AND CONSTRUCTION WITHIN THEIR RESPECTIVE EASEMENTS.
- PORTIONS OF TRACTS C, D AND E MAY BE UTILIZED BY MVEA AND CSU FOR ELECTRIC FACILITY MAINTENANCE AND CONSTRUCTION AND WATER PIPELINE MAINTENANCE AND CONSTRUCTION WITHIN THEIR RESPECTIVE EASEMENTS.
- PORTIONS OF TRACT F MAY BE UTILIZED BY MVEA FOR ELECTRIC FACILITY MAINTENANCE AND CONSTRUCTION WITHIN THEIR EASEMENTS.
- A 6' TALL FENCE SHALL BE INSTALLED ON THE EASTERLY SIDE OF THE EASTERLY LOTS IN THE DEVELOPMENT AS A BUFFER TO THE PROPERTIES TO THE EAST. THE FENCE WILL BE MAINTAINED BY THE MOUNTAIN VALLEY PRESERVE HOA OR METROPOLITAN DISTRICT.
- LANDSCAPE SETBACKS ARE 25' ADJACENT TO MARKSHEFFEL ROAD AND 10' ADJACENT TO ALL OTHER PROJECT STREETS.

NOTE

- THE CONSTRUCTION/WIDENING OF MARKSHEFFEL ROAD WILL BE COMPLETED BY PPRTA2 WITH NO EXPENSE TO THE ADJACENT PROPERTY OWNERS.
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- LANDSCAPE SETBACKS ARE 25' ADJACENT TO MARKSHEFFEL ROAD AND 10' ADJACENT TO ALL OTHER PROJECT STREETS.

FLOORPLAN STATEMENT:

THE SUBJECT PROPERTY IS NOT LOCATED IN A DESIGNATED FLOOD PLAIN AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP, PANEL NUMBER 0804100545 F, HAVING AN EFFECTIVE DATE OF MARCH 17, 1997.

PHASING

UNKNOWN, CONCEPT PLAN IS NOT FOR PRELIMINARY PLATTING PURPOSES.

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PHASING

UNKNOWN, CONCEPT PLAN IS NOT FOR PRELIMINARY PLATTING PURPOSES.

PREPARED BY:

DREXEL, BARRELL & CO.
 Engineers-Surveyors
 1 SOUTH TULL STREET
 COLORADO SPRING, COLORADO 80905
 CONTACT: TIM D. MCCONNELL, P.E.
 BOULDER • COLORADO SPRING
 GRAND JUNCTION

CLIENT:
CHEYENNE MOUNTAIN DEVELOPMENT COMPANY, LLC
 P.O. BOX 60069
 COLORADO SPRING, CO 80960
 CONTACT: ROBERT C. IRWIN

MOUNTAIN VALLEY PRESERVE
 CONCEPT PLAN
 6005 N. MARKSHEFFEL ROAD
 COLORADO SPRINGS, COLORADO

ISSUE	DATE
INITIAL ISSUE	3/12/15
LATEST ISSUE	9/8/15
DESIGNED BY:	SBN
DRAWN BY:	SBN
CHECKED BY:	TDM
FILE NAME:	20534-03C01

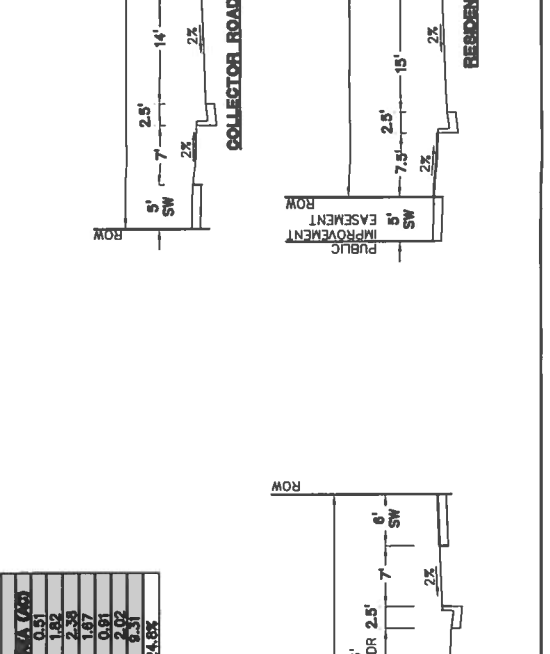
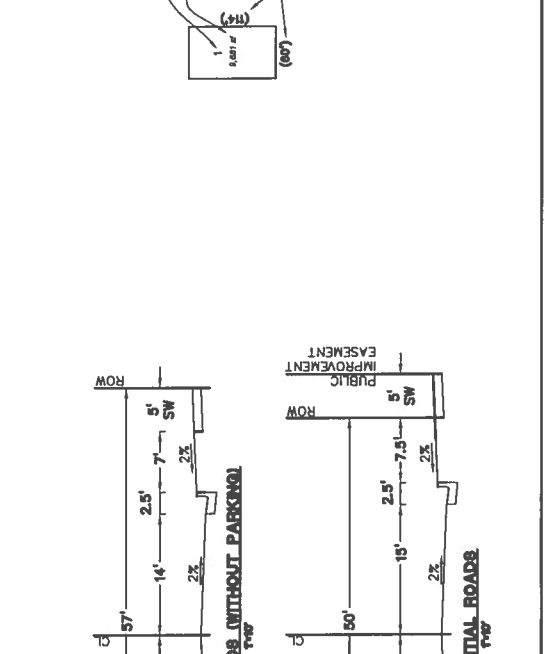
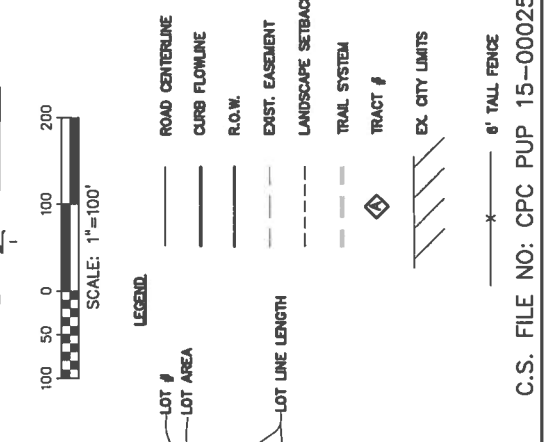
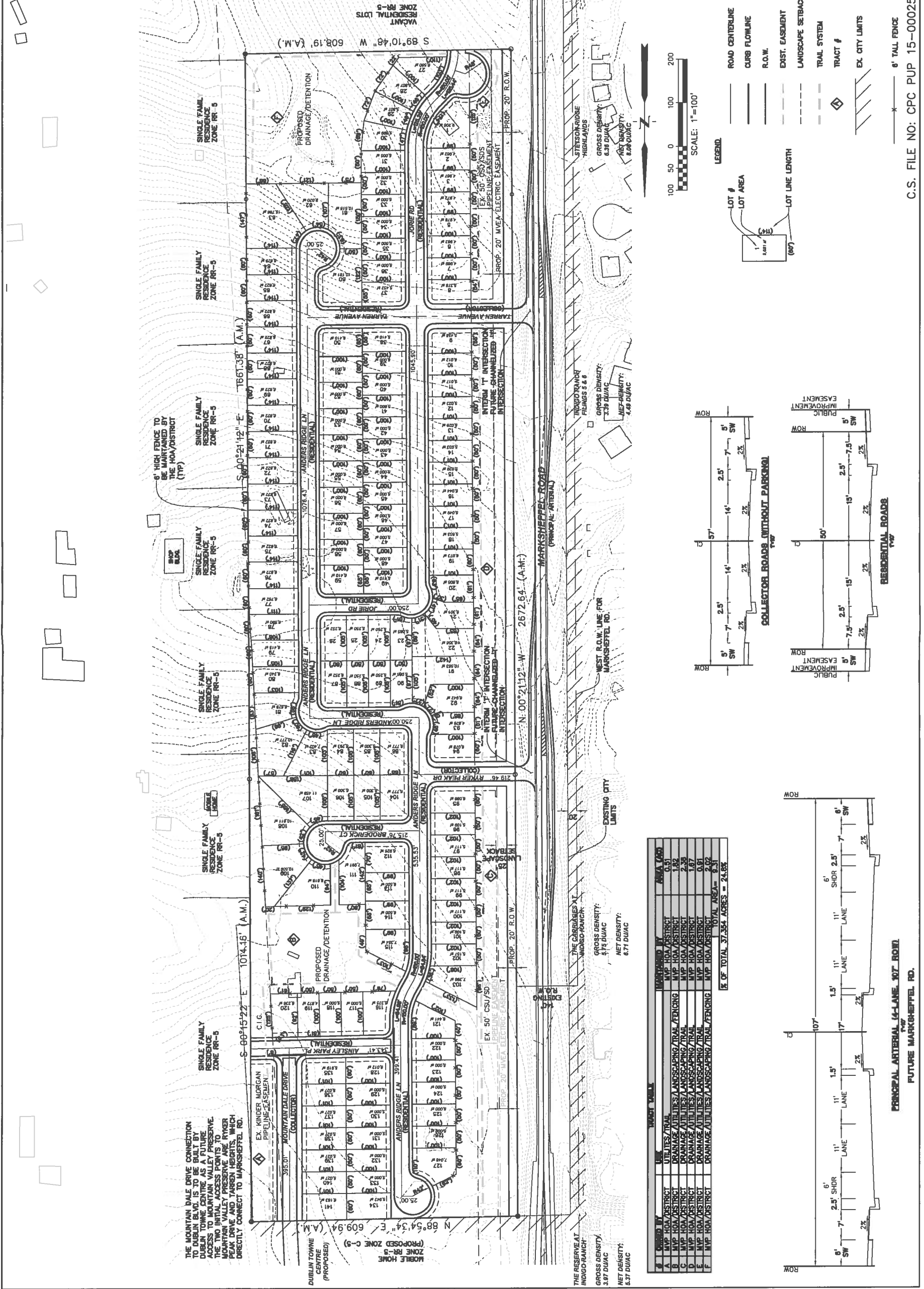
DRAWING SCALE:
 HORIZONTAL: 1"=100'
 VERTICAL: N/A

OVERALL LAYOUT

PROJECT NO. 20534-03C01
 DRAWING NO.

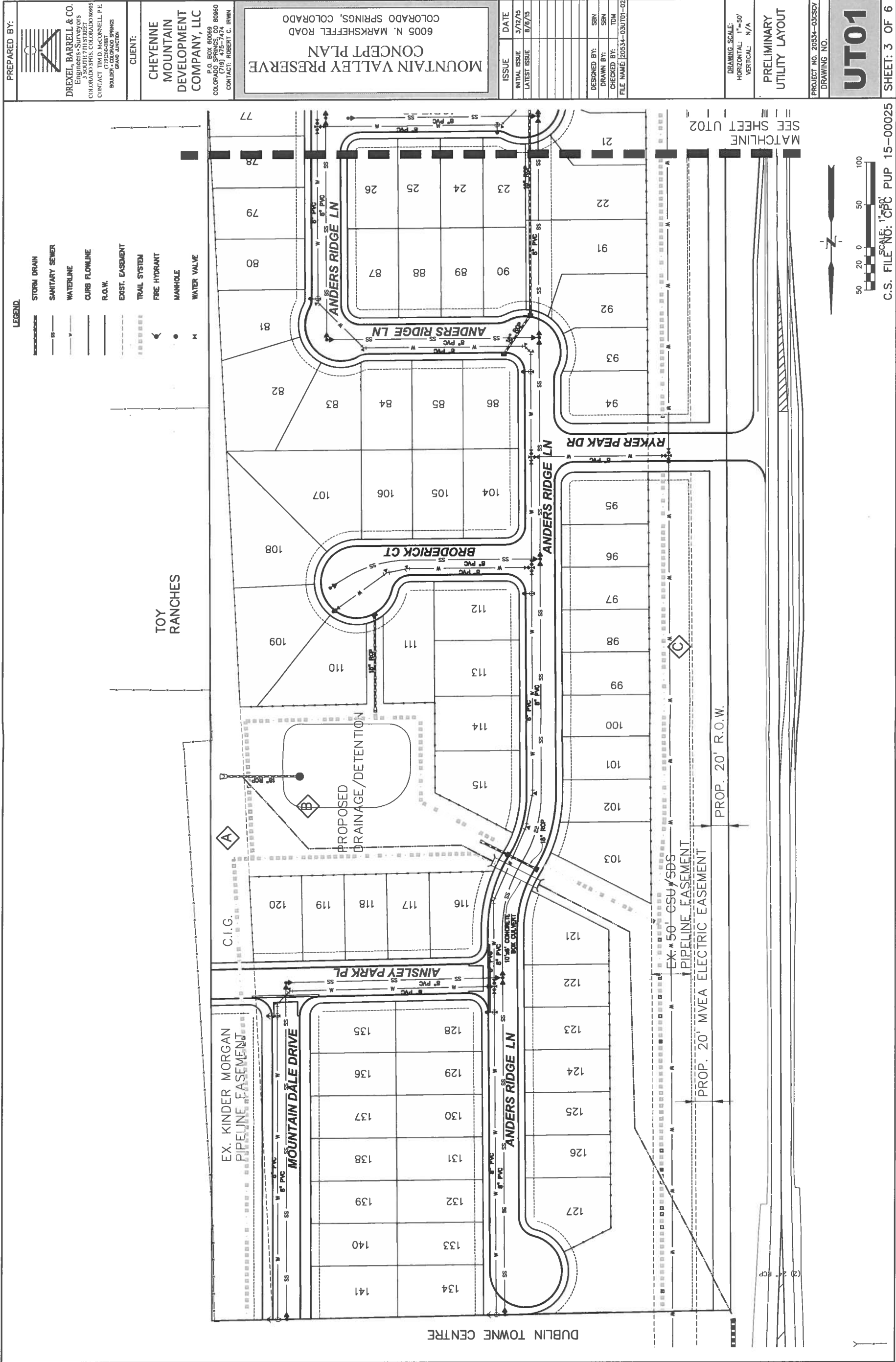
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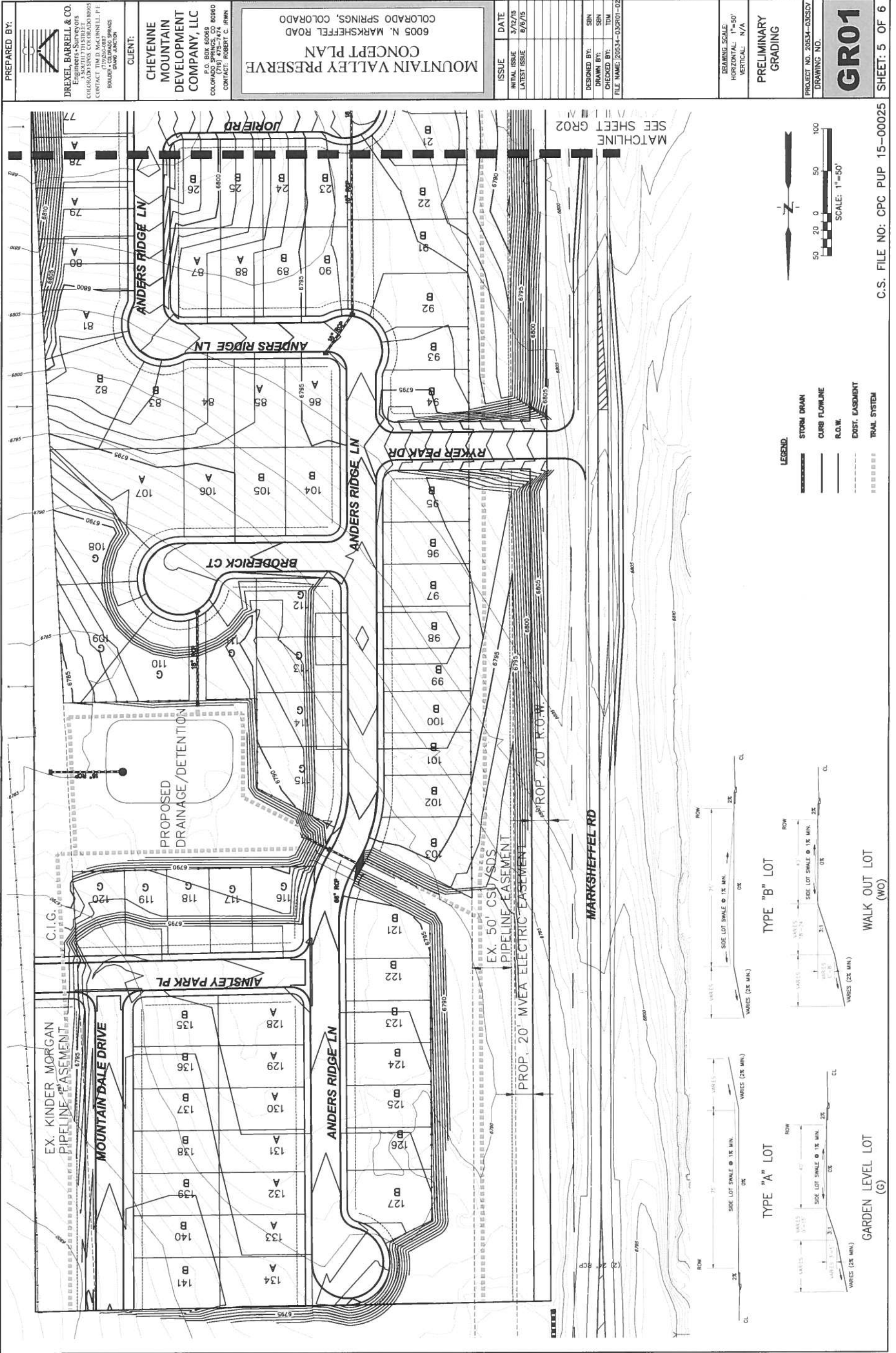
SHEET: 2 OF 6

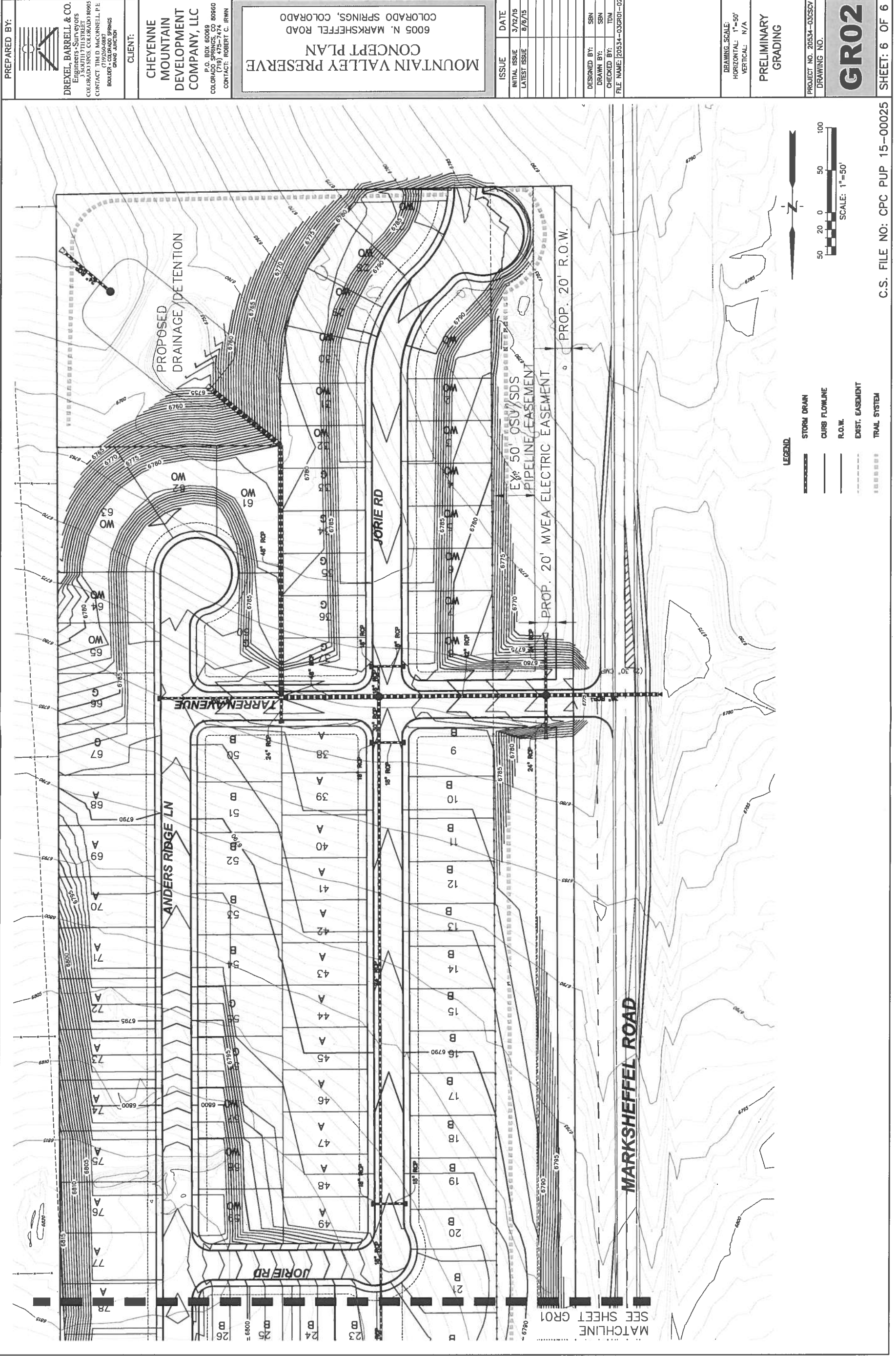


NO.	DESCRIPTION	AREA (AC)
A	UTILITIES/TRAIL	0.51
B	MVP HOA/DISTRICT	1.82
C	DRAINAGE/UTILITIES/LANDSCAPING/TRAIL	2.39
D	MVP HOA/DISTRICT	1.87
E	DRAINAGE/UTILITIES/LANDSCAPING/TRAIL	0.91
F	MVP HOA/DISTRICT	6.02
TOTAL AREA:		13.92
% OF TOTAL 37.384 ACRES =		24.6%

PRINCIPAL ARTERIAL 14-LANE 107 ROW
 FUTURE MARKSHEFFEL RD.









Drexel, Barrell & Co.

March 11, 2015, Revised June 26, 2015

City of Colorado Springs Land Use Review
Attn: Megan Herington, Principal Planner
30 S. Nevada Ave., Suite 105
Colorado Springs, CO 80903

Engineers/Surveyors

Boulder
Colorado Springs
Grand Junction
Steamboat Springs

3 S 7th Street
Colorado Springs, CO 80905

719 260-0887
719 260-8352 Fax

Project Statement – Mountain Valley Preserve Annexation/Zone Change/Concept Plan

Dear Ms. Herington:

Description

The land owners, Peakmark Heights, LLC and Walter Family Trust, wish to annex into Colorado Springs and rezone the following approximate 37.35 acre tract of land located at 6115, 6085 & 6005 Marksheffel Road. The property is currently located in El Paso County with City limits directly north and west of the property.

Justification

Annexation of the property will result in a logical and orderly extension of the City of Colorado Springs and services provided. Existing City limits are located along the north and west limits of the property. The zone change accommodates single-family residential uses that are of moderate intensity which in some cases will be located near established residential zoning.

Potential Issue List

Utility extensions to the site will be made from existing CSU wastewater, water, natural gas and electric facilities located on Dublin Towne Centre, the property directly to the north. Utility extensions to the site will also be made from existing CSU wastewater located on Indigo Ranch at Stetson Ridge Filing No. 5 & 6, the property to the west across Marksheffel Road.

Compliance with PUD review criteria City Code Section 7.3.605

Below explains how the PUD Concept Plan meets review criteria per City Code:

- A. *Is the proposed development pattern consistent with the Comprehensive Plan, the 2020 Land Use Map, and all applicable elements of the Comprehensive Plan (including the intermodal transportation plan and the parks, recreation and trails master plan)?* The proposed development is currently in El Paso County and thus not shown on the 2020 Land Use Map; however, adjacent areas in the City show the majority of the land use in the area as General Residential, the same use as proposed.
- B. *Are the proposed uses consistent with the primary and secondary land uses identified in the 2020 Land Use Map of the Comprehensive Plan, as amended?* The proposed single family residential land use is consistent with the adjacent General Residential land use identified in the 2020 Land Use Map.

Mountain Valley Preserve – Project Statement
June 26, 2015

- C. *Is the proposed development consistent with any City approved master plan that applies to the site?* No. the property is currently in El Paso County.
- D. *Is the proposed development consistent with the intent and purposes of this Zoning Code?* Yes. the development is consistent with the zoning code and other residential developments in the area.
- E. *Does the development pattern proposed within the PUD concept plan promote the stabilization and preservation of the existing or planned land uses in adjacent areas and surrounding residential neighborhoods?* Yes, existing and planned uses in the adjacent areas are also primarily residential with a node of Community Activity Center at the intersection of Marksheffel Road and Dublin Boulevard just north of the site.
- F. *Does the development pattern proposed within the PUD concept plan provide an appropriate transition or buffering between uses of differing intensities both on site and off site?* Yes. densities to the west across Marksheffel Road are approximately the same, or higher density. The County residential properties to the east are buffered by an approximate 100 foot wide easement for natural gas and petroleum pipelines.
- G. *Does the nonresidential development pattern proposed within the PUD concept plan promote integrated activity centers and avoid linear configurations along roadways?* N/A, the proposed development is single-family residential.
- H. *Are the permitted uses, bulk requirements and required landscaping appropriate to and compatible with the type of development, the surrounding neighborhood or area and the community?* Yes, residential use.
- I. *Does the PUD concept plan provide adequate mitigation for any potentially detrimental use to use relationships (e.g., commercial use adjacent to single-family homes)?* Yes, only two residential lots abut the C-5 zoned commercial property to the north of the site. Adequate fencing and screening will be provided by the commercial development when it develops.
- J. *Does the PUD concept plan accommodate automobile, pedestrian, bicycle and transit modes of transportation as appropriate, taking into consideration the development's primary function, scale, size and location?* Yes, the streets will primarily be residential in classification, with walking trails provided on open space areas throughout the site.
- K. *Does the PUD concept plan include a logical hierarchy of perimeter and internal arterial, collector and local streets that will disperse development generated vehicular traffic to a variety of access points and ways, reduce through traffic in adjacent residential neighborhoods and improve resident access to jobs, transit, shopping and recreation?* Yes. There will be two collector roadway connections to Marksheffel Road on the west. One collector roadway connection will be made to Dublin Boulevard to the north through Dublin Towne Centre. One residential roadway connection each will be made to the south and east.

- L. *Will streets and drives within the project area be connected to streets outside the project area in a way that minimizes significant through traffic impacts on adjacent residential neighborhoods, but still improves connectivity, mobility choices and access to jobs, shopping and recreation?* Yes. There will be two collector roadway connections to Marksheffel Road on the west. One collector roadway connection will be made to Dublin Boulevard to the north through Dublin Towne Centre. One residential roadway connection each will be made to the south and east. All connections are designed to minimize cut-through traffic and yet provide adequate connectivity.
- M. *Does the PUD concept plan provide safe and convenient vehicle and pedestrian connections between uses located within the zone district, and to uses located adjacent to the zone district or development?* Yes, use within the project is all single-family residential, connected by roadways, sidewalk and trails which extend to adjacent land uses as well.
- N. *Will adequately sized parking areas be located to provide safe and convenient access, to avoid excessive parking ratios and avoid excessive expanses of pavement?* N/A, the proposed single-family use will have only on premise and on street parking.
- O. *Are open spaces integrated into the PUD concept plan to serve both as amenities to residents/users and as a means for alternative transportation modes, such as walking and biking?* Yes, trails will be installed within the open space areas provided.
- P. *Will the proposed development overburden the capacities of existing or planned streets, utilities and other public facilities?* No. We have met with CSU and Traffic Engineering, the proposed development will not overburden any facilities and is planned into modeling by both entities.
- Q. *Are the areas with unique or significant natural features preserved and incorporated into the design of the project?* (Ord. 03-110; Ord. 03-190; Ord. 09-70; Ord. 09-80; Ord. 12-68)
There are no significant natural features on this site of rolling grassland. Two low lying drainage courses will be utilized for drainage and detention/water quality.

We trust you find our application and request for the Annexation, Zoning and Concept Plan for Mountain Valley Preserve acceptable. We look forward to working with the City in processing the application and submittal. Please call if you have any questions or require any additional information.

Respectfully,
Drexel, Barrell & Co.



Tim McConnell, P.E.
Associate, Regional Manager



Drexel, Barrell & Co.

March 11, 2015

City of Colorado Springs Land Use Review
Attn: Meggan Herington, Principal Planner
30 S. Nevada Ave., Suite 105
Colorado Springs, CO 80903

Engineers/Surveyors

Boulder
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RE: Fiscal Impact Analysis – Mountain Valley Preserve Annexation

Ms. Herington:

The annexation of the property located at 6005, 6085 & 6115 North Marksheffel Road, consisting of 37.354 acres, and known as the Mountain Valley Preserve will have a positive and beneficial financial impact upon the City of Colorado Springs, and the City shall bear no expense or financial burden by virtue of the annexation.

City Sales and Property Taxes

The proposed C-5 commercial and multi-family zoning shall increase both City sales and property taxes.

Development Costs

The owner/developer shall pay all direct development costs of the project.

Fire Protection and Police Service Fees

Per the annexation agreement, the owner/developer shall pay to the City a Fire Protection Fee and a Police Protection Fee.

Utility Extension

The owner/developer shall pay for all utility extensions to the property. Such extensions shall include easements, tap fees, and development fees. Additionally, the owner/developer shall construct drainage improvements and pay drainage fees pursuant to the Sand Creek Drainage Basin Planning Study.

Recovery and Impact Fees

The owner/developer shall pay an offsite construction fee for the Banning Lewis Parkway on a per acre basis, which was calculated at approximately ninety-five and 55/100 dollars (\$95.55) per acre in a previous annexation agreement. Moreover, the owner/developer shall also pay for the construction of a radio repeater station on a per acre basis, which was calculated at approximately eleven and 69/100 dollars (\$11.69) per acre in a previous annexation agreement.

Dedications

A dedication of twenty (20) feet of right-of-way to expand Marksheffel Road along the property's westerly boundary will be provided. A fifty (50) foot easement has already

been granted for the Southern Delivery System pipeline near the west edge of the property. A twenty (20) foot easement will also be granted for Mountain View Electric on the west edge of the property. Additionally, the owner/developer shall convey to the City all groundwater rights appurtenant to the property.

School and Park Fees

The owner/developer shall pay applicable school and park fees.

As outlined above, the City of Colorado Springs shall bear no cost to annex the property. The owner/developer shall pay all direct development costs, and the City of Colorado Springs shall obtain a positive economic impact from generated property tax revenues, service and protection fees, development fees, recovery fees, impact fees, dedications, and school and park fees.

We trust you find this fiscal impact analysis for Mountain Valley Preserve acceptable. We look forward to working with the City in processing the annexation application and submittal. Please call if you have any questions or require any additional information.

Respectfully,
Drexel, Barrell & Co.

A handwritten signature in black ink, appearing to read "Tim McConnell". The signature is fluid and cursive, with a large, stylized initial "T" and "M".

Tim McConnell, P.E.
Senior Associate, Regional Manager

*PeakMark Heights, LLC
1765. S 8th Street, Suite T-1
Colorado Springs, CO 80905
Telephone No.: (719) 475-7474
Facsimile: (719) 633-4904
Electronic mail: rcirwin@cmdcllc.com*

June 10, 2015

Ms. Meggan Herrington, AICP
Principal Planner – Northeast Team
City of Colorado Springs
Land Use Review Division

RE: Mountain Valley Preserve

Dear Meggan:

We thought it might be helpful to provide a narrative explaining the decision to locate Mountain Valley Preserve at Toy Ranches. As you may know, in 2005 and 2006 the entire Toy Ranches development was Master Planned for development, and Toy Ranches was in the process of annexing to the city when the financial downturn in 2007 and 2008 at first delayed and then ultimately doomed the project. Because the entire area was surrounded by The Banning Lewis Ranch and the City of Colorado Springs (City), it was an enclave and the City was receptive to its annexation and development. Subsequent to the financial downturn, the City continued to identify Toy Ranches for possible annexation due to its enclave status.

We were involved in the previous annexation process, so we had a conceptual idea of what the City had envisioned for Toy Ranches, and we attempted to maintain that vision by matching the land use with the use identified on the previous Master Plan, and our densities are equal to or are lower than what was projected. To maintain neighborhood integrity, we also generally matched our densities with nearby developments. Mountain Valley Preserve has 3.77 dwelling units per acre; The Reserve at Indigo Ranch has 3.97 dwelling units per acre; Indigo Ranch at Stetson Ridge has 3.39 dwelling units per acre; Carriages at Indigo Ranch has 5.75 dwelling units per acre; and Stetson Ridge Highlands has 6.36 dwelling units per acre.

In the 2005 and 2006 Master Planned project, there was widespread support for annexation into the City by the Toy Ranches residents. In our current process, we also have support, with several neighbors expressing a desire to sell to us or be included in the project. We anticipated that some would wish to join the process, but we do not believe the market could sustain a Master Planned project at this time. In fact, we think a piecemeal approach will have much more success in this economic climate than any attempt to develop Toy Ranches in its entirety. With this in mind, we located our open space on the eastern boundary to buffer the larger Toy Ranches lots. In the section where open space does not abut the larger Toy Ranches lots, a large pipeline easement exists, buffering the project from those larger tracts. Additionally, we placed the largest lots in Mountain Valley Preserve along this eastern boundary,

which gives future development a baseline from which to design. It would be imprudent to design uncommonly large lots along this boundary, possibly locking in lot sizes for future development of those adjacent Toy Ranches lots in such a manner as to sterilize their value.

The layout provides the best possible integration for open space and trail use upon future development. We hope the locations create the incentive to integrate open space and trail systems around it, and with the given topography and the pipeline easement, this is very likely.

The issue of traffic and access did arise in our neighborhood meeting. Mountain Valley Preserve is not a primary driving force of traffic along Marksheffel Road. However, there was concern that the project would create congestion and inhibit the flow of traffic through that corridor. We explained that acceleration and deceleration lanes into and out of Mountain Valley Preserve would be constructed to mitigate this possible problem, which alleviated much of the concern. The proposed direct access to Marksheffel Road is similar in design to the existing channelized access from the The Banning Lewis Ranch onto Marksheffel Road, north of Mountain Valley Preserve. Because the proposed annexation includes Marksheffel Road, the City will control its design, but it should be noted that the previous El Paso County design included an access point at Mountain Valley Preserve.

Because of Mountain Valley Preserve's location inside an enclave, and the fact it is readily accessible to existing services and infrastructure, the project resembles more of an infill development rather than a conventional annexation. It will generate the initial activity necessary for the inclusion of the remainder of this enclave to be annexed to the City, which is very likely the best outcome for the City and Toy Ranches.

Please share this explanation with any neighbor, department, or council member if convenient for you, and if you have any questions please contact me.

Sincerely,

Robert C. Irwin, Manager

TO: Meggan Herington, Principal Planner

FROM: Michael Miles, Senior Analyst

DATE: April 29, 2015

SUBJECT: Mountain Valley Preserve Annexation - Fiscal Impact Analysis

A copy of the fiscal impact analysis for the Mountain Valley Preserve is attached. At the request of the Planning Department, the Budget Office prepared a fiscal impact analysis estimating the City General Fund and Public Safety Sales Tax (PSST) Fund revenue and expenditures attributable to the Mountain Valley Preserve development for the period 2015-2024.

The fiscal review criteria of the City Code states city costs related to infrastructure and service levels shall be determined for a ten-year time horizon for only the appropriate municipal funds.

The methodology used for the fiscal impact analysis is a case study approach, where a mini-budget process is undertaken in which City units are asked to project the increased marginal cost of providing services to the development for 2015-2024. The Budget Office estimates the city revenue, as outlined in the Revenue Notes, stemming from the development.

Most departments indicated that there were no identifiable marginal costs of providing services to this development, as the area is currently being serviced by public safety agencies, and the surrounding infrastructure and roadways are already being maintained by the City as they fall within the service area of surrounding parcels. The Fire Department, Police Department and Streets Division identified marginal increases in operation costs.

The result of the fiscal impact analysis is a positive cumulative cashflow for the City during the 10-year timeframe.

The Summary of Expenditures and Revenues is attached. Also, the Expenditure and Revenue Notes are attached that provide the methodology for calculating the expenditures and revenues.

REVENUE NOTES

Mountain Valley Preserve Annexation

General Fund/Public Safety Sales Tax Fund Fiscal Impact Analysis, 2015-2024

PROPERTY TAX:

It is assumed property taxes will be collected in the year 2018 based upon beginning construction in 2016 because of the time lag associated with placing assessed value onto the assessment rolls. The 2018 revenue is calculated by multiplying the City mill levy of 4.279 mills by the projected increase in City assessed valuation resulting from the proposed development. This assumes there is no change in the residential assessment ratio of 7.96%. The cumulative assessed valuation includes a 3% annual increase in market values.

SPECIFIC OWNERSHIP TAX:

The Specific Ownership Tax revenue is calculated at 11.70% of property tax revenues. This is based on the 2013 actual City specific ownership tax revenues as a percent of property tax revenue.

ROAD & BRIDGE REVENUE:

The Road & Bridge Revenue is calculated at 3.85% of the property tax revenues. This is based on the 2013 actual City road & bridge revenues as a percent of property tax revenue.

SALES AND USE TAX:

The revenue calculation assumes the existing General Fund tax rate and existing collection practices. Projections include sales tax revenue from the personal consumption by the population projected to reside in Mountain Valley Preserve and the sale of building materials used in the projected construction of the households in the development.

The Sales Tax Revenue for Residential Uses is calculated by determining the average household income per unit and the percentage of income spent on taxable consumption. The average household income per unit is calculated based upon an "affordability" calculation, which assumes 10% down, 30-year mortgage @ 4%, and a 28% income/Principal and Interest ratio. It also assumes that 75% of consumption by the new residents will be within the City and that 60% of the consumption by these residents is new to the City (in other words, 60% of residents moved from outside City limits). Also, it assumes there is a one-year construction/revenue collection lag. Projections include a 3% annual increase for inflation.

The Sales Tax Revenue for Building Materials is calculated based on sales taxable materials at 40% of the value of residential property.

MISCELLANEOUS REVENUE:

The Miscellaneous Revenue is based on per capita multipliers for the following categories: Admissions Tax; State Cigarette Tax; HUTF; Charges for Services; Fines and Forfeits, Utilities Surplus, as these revenues are impacted by a change in population. Revenues were calculated using direct and per capita multiplier approaches. The Miscellaneous Revenue includes a 3% annual increase. Also, it assumes there is a one-year construction/revenue collection lag.

EXPENDITURE NOTES:

Mountain Valley Preserve Annexation

General Fund/Public Safety Sales Tax (PSST) Fund Fiscal Impact Analysis, 2015-2024

POLICE:

As development occurs, the Police Department is responsible for regular police patrol and first response services in the area. However, the proposed annexation area is located within a serviced area, and the addition of 37.354 acres and 141 single-family residential lots will have a small identifiable marginal increase in cost of services for the Police Department within the next ten years of approximately \$1,500 to \$1,757 annually.

FIRE:

As part of the Annexation Agreement, the Annexor will pay their fair and equitable share of the expenses and equipment costs for the nearest fire station but this property is located within a currently serviced area. The only additional, operational, identifiable marginal costs of providing service to the annexed area are fuel, medical supplies and maintenance (~\$198-\$237 annually).

PUBLIC WORKS – STREETS, TRAFFIC ENGINEERING, CITY ENGINEERING:

There are small additional public infrastructure and maintenance obligations associated with this annexation in the next ten years. The parcel is an infill parcel so infrastructure surrounding the parcel is already existing and serving other parcels but streets, lighting and signage will need to be added to reach and address all lots. The identifiable increased costs to Public Works, are in the Streets Division to account for marginal increased costs of maintenance of roadway and drainage (\$3,682-\$4,874) and Traffic for lanes striping, signage and street lights (\$2,331-\$11,752), each streetlight has an annual O&M cost of \$158.

PUBLIC WORKS -TRANSIT:

There are currently no transit services in this area. There are no current plans to expand transit services to this area within the next ten years, thus there are no identifiable marginal costs within the next ten years.

PARKS:

There are currently no parks services in this area. There are no current plans to expand parks services to this area within the next ten years, thus there are no identifiable marginal costs within the next ten years.

GENERAL FUND FISCAL IMPACT ANALYSIS
SUMMARY OF EXPENDITURES AND REVENUE FOR MOUNTAIN VALLEY PRESERVE

	Projected 2015	Projected 2016	Projected 2017	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Projected 2023	Projected 2024
EXPENDITURES										
<u>Total Salaries, Operating, and Capital Outlay</u>										
Police	0	1,500	1,530	1,561	1,592	1,624	1,656	1,689	1,723	1,757
Fire	0	202	206	210	214	219	223	227	232	237
Public Works - Streets	0	3,792	3,906	4,023	4,144	4,268	4,396	4,528	4,664	4,874
Public Works - Transportation Engineering	0	0	0	0	0	0	0	0	0	0
Public Works - City Engineering	0	0	0	0	0	0	0	0	0	0
Public Works - Traffic	0	2,331	4,797	7,400	10,138	10,442	10,755	11,078	11,410	11,752
Parks, Recreation and Cultural Services	0	0	0	0	0	0	0	0	0	0
TOTAL EXPENDITURES	0	7,825	10,439	13,194	16,088	16,552	17,030	17,523	18,029	18,620
REVENUES										
Property Taxes	0	0	0	3,278	6,655	10,133	13,809	14,223	14,650	15,090
Specific Ownership Taxes	0	0	384	779	1,186	1,616	1,664	1,714	1,765	1,818
Road & Bridge Revenue	0	126	256	390	532	548	564	581	598	616
Sales Tax Revenue (Residential Uses)	0	0	5,346	10,852	16,524	22,518	23,193	23,889	24,606	25,344
Sales and Use Tax Revenue (Building Materials)	0	77,000	77,000	77,000	79,200	0	0	0	0	0
Miscellaneous Revenue	0	0	7,950	15,899	23,849	32,025	32,025	32,025	32,025	32,025
General Fund Sub-Total	0	77,126	90,935	108,198	127,945	66,840	71,256	72,433	73,645	74,894
<u>Public Safety Sales Tax Fund</u>										
Sales Tax Revenue (Residential Uses)	0	0	1,069	2,170	3,305	4,504	4,639	4,778	4,921	5,069
Sales and Use Tax Revenue (Building Materials)	0	15,400	15,400	15,400	15,840	0	0	0	0	0
Public Safety Sales Tax Fund Sub-Total	0	15,400	16,469	17,570	19,145	4,504	4,639	4,778	4,921	5,069
TOTAL REVENUE	0	92,526	107,404	125,769	147,089	71,343	75,895	77,211	78,567	79,963
REVENUE SURPLUS/DEFICIT										
(Total Rev. less Total Exp.)										
ANNUAL	0	84,701	96,965	112,575	131,002	54,791	58,864	59,688	60,537	61,342
CUMMULATIVE	0	84,701	181,666	294,242	425,243	480,035	538,899	598,587	659,125	720,467

Herington, Meggan

From: Frederic Herman <fherman@Inferential.com>
Sent: Thursday, April 09, 2015 3:36 PM
To: Herington, Meggan
Subject: The Mountain Valley Preserve

Hello Meggan--

I am the managing partner of two lots to the south and one to the southeast in the Toy Ranches subdivision. I received your green card public notice. I noticed that there is a typo on the card for 1 of the file numbers. I believe the last one should be PUP, not PUD.

Please be informed that the 3 partnerships listed below are in favor of the development.

Fred Herman

Southwest Equity Associates LLP
Trigon Land and Cattle CO. LLP
IOTO Associates LLP

Herington, Meggan

From: Krager, Kathleen
Sent: Wednesday, April 22, 2015 10:33 AM
To: Herington, Meggan
Subject: marksheffel noise

Marksheffel has been shown for years as a principal arterial street. The should of known this when they bought their homes. Sound walls have not been included in the current design of Marksheffel, which was completed by the County.

Kathleen Krager
Transportation Manager
Public Works Department/Traffic Engineering Division
City of Colorado Springs
(719) 385-7628
kkrager@springsgov.com

Herington, Meggan

From: lita burkey <elburkey@msn.com>
Sent: Thursday, April 23, 2015 9:12 AM
To: Herington, Meggan
Cc: dan_tafoya
Subject: Development, East of Marksheffel Rd & South of Dublin Blvd

Importance: High

Meggan

Thank you for responding to my initial phone call and your call yesterday. I've passed the expansion/development info to one of the main point of contacts here at the Carriages. He in turn is passing the info to the residents.

We are quite concerned about the traffic noise at present and more so when the construction starts next spring and upon completion. This level of noise affects the residents and their pets. The speed limit is 40 at the start of Marksheffel Rd (at Woodmen Rd) going south then goes up. However, most people speed and much of the traffic is large construction/equipment trucks, 14-18 wheelers, etc.

We are not against progress and what is good for the City. I welcome a call from the City Traffic Engineer and invite him/her and you for tea on my patio so you can hear what our concerns are/will be without a sound barrier wall. We hope City Planners will consider a sound barrier wall. I personally believe my property value will decrease because of the noise level.

Again, thank you. We appreciate your interest re our concerns.

Lita

Herington, Meggan

From: lita burkey <elburkey@msn.com>
Sent: Thursday, April 23, 2015 10:25 PM
To: Herington, Meggan
Cc: dan_tafoya
Subject: Marksheffel/Dublin Traffic

Meggan

My apologies. I gave you incorrect speeds in my earlier email.

I actually drove the route today. The speed limit is 25mph at Woodmen and Marksheffel but only for a short distance, heading south. It then changes to 45mph to approx 1/4 mile past the intersection at Dublin and Marksheffel where it changes to 55mph, which is approx 150 feet north of my property. Thus, when I open my front door, I'm facing Marksheffel Rd and traffic is "swishing" by at speeds greater than 55mph. The vehicles are a mix of small to rather large, including school buses. The traffic noise is high early morning to late evening. This will no doubt increase as the planned construction begins.

Please forward this email as appropriate. Thank you for your time.

Lita

Herington, Meggan

From: dan_tafoya <dan_tafoya@yahoo.com>
Sent: Friday, April 24, 2015 11:09 AM
To: Herington, Meggan; 'lita burkey'
Subject: RE: Marksheffel/Dublin Traffic

Meggan

Good morning, my name is Dan Tafoya and I just wanted to tell you that our residents at the Carriages at Indigo Ranch are very concerned about the expansion of our area. And we know that progress is a way of life for Colorado Springs, but we also know how changes made by the City don't always take the residents best interests at heart. We would like to meet with you in the near future to see if we can protect our future during this expansion. Our HOA board will be meeting on May 11, to discuss this situation. Thanks for your help in this matter.

Dan Tafoya
7684 Wichita Ridge Point
Colorado Springs, CO 80923
7198966072

Sent on a Sprint Samsung Galaxy Note® 3

----- Original message -----

From: "Herington, Meggan" <mherington@springsgov.com>
Date: 04/24/2015 7:24 AM (GMT-07:00)
To: 'lita burkey' <elburkey@msn.com>
Cc: dan_tafoya <dan_tafoya@yahoo.com>
Subject: RE: Marksheffel/Dublin Traffic

Thanks for the information. I'm working with the City Traffic Engineer to get answers to your questions and we will be in touch shortly. Thanks Again, Meggan

From: lita burkey [mailto:elburkey@msn.com]
Sent: Thursday, April 23, 2015 10:25 PM
To: Herington, Meggan
Cc: dan_tafoya
Subject: Marksheffel/Dublin Traffic

Meggan

My apologies. I gave you incorrect speeds in my earlier email.

I actually drove the route today. The speed limit is 25mph at Woodmen and Marksheffel but only for a short distance, heading south. It then changes to 45mph to approx 1/4 mile past the intersection at Dublin and

Marksheffel where it changes to 55mph, which is approx 150 feet north of my property. Thus, when I open my front door, I'm facing Marksheffel Rd and traffic is "swishing" by at speeds greater than 55mph. The vehicles are a mix of small to rather large, including school buses. The traffic noise is high early morning to late evening. This will no doubt increase as the planned construction begins.

Please forward this email as appropriate. Thank you for your time.

Lita

Herington, Meggan

From: lita burkey <elburkey@msn.com>
Sent: Monday, May 04, 2015 10:29 AM
To: Alazzeh, Zaker
Cc: Herington, Meggan; dan_tafoya
Subject: RE: Marksheffel/Dublin Traffic

Mr Alazzeh

Thank you for your response.

The **issue is not** the speed limit nor is it the type of vehicles utilizing Marksheffel Road.

The **issue is** the noise created by the volume of traffic, which will increase once this Road is widened. Again, the issue is noise.

I encourage anyone from the City's Transportation Department to visit the Carriages to experience what we who live here experience daily.

Thank you for your time.

Lita

From: zalazzeh@springsgov.com
To: elburkey@msn.com
Subject: RE: Marksheffel/Dublin Traffic
Date: Fri, 24 Apr 2015 15:11:20 +0000

Good morning Lita,

I have talked to the transportation manager concerning Marksheffel Road speed limit. She will be working with the county to achieve a consistent speed limit for this road. As for the sound barrier wall, Marksheffel Road is classified as a four lanes Arterial that is designed to handle high traffic volumes and large semi-trailer trucks, the City cannot restrict types of vehicles from using Marksheffel Road. In addition, the remaining two lanes sections of Marksheffel road are planned to be widened to four lanes within the next few years. The City does not require any type of sound barriers between developments and roadways classified as arterial or smaller. Sound barriers are utilized for Expressways and Freeways.

Sincerely,

Zaker Alazzeh, P.E.
Traffic Review Engineer
Development Review & Stormwater
City of Colorado Springs
(719) 385-5468

From: lita burkey [mailto:elburkey@msn.com]
Sent: Thursday, April 23, 2015 10:25 PM
To: Herington, Meggan
Cc: dan_tafoya
Subject: Marksheffel/Dublin Traffic

Meggan

My apologies. I gave you incorrect speeds in my earlier email.

I actually drove the route today. The speed limit is 25mph at Woodmen and Marksheffel but only for a short distance, heading south. It then changes to 45mph to approx 1/4 mile past the intersection at Dublin and Marksheffel where it changes to 55mph, which is approx 150 feet north of my property. Thus, when I open my front door, I'm facing Marksheffel Rd and traffic is "swishing" by at speeds greater than 55mph. The vehicles are a mix of small to rather large, including school buses. The traffic noise is high early morning to late evening. This will no doubt increase as the planned construction begins.

Please forward this email as appropriate. Thank you for your time.

Lita

Herington, Meggan

From: Dan Tafoya <dan_tafoya@yahoo.com>
Sent: Friday, May 22, 2015 1:06 PM
To: lita burkey; Alazzeh, Zaker; Herington, Meggan
Subject: Re: City's Decision

Zaker or Meggan,

Has the meeting between the City of Colorado Springs and El Paso county been scheduled to talk about Marksheffel and Dublin and the housing complex? Please let me know our board wants to attend the meeting. Thanks!

From: lita burkey <elburkey@msn.com>
To: dan_tafoya <dan_tafoya@yahoo.com>
Sent: Friday, May 22, 2015 11:46 AM
Subject: FW: City's Decision

From: zalazzeh@springsgov.com
To: elburkey@msn.com
Subject: RE: City's Decision
Date: Thu, 21 May 2015 18:47:22 +0000

Ms. Burkey,

During the meeting couple of weeks ago, I explained to the audience that Marksheffel Road is classified as a four lanes principal arterial that is designed to handle high traffic volumes and large semi-trailer trucks. The City cannot restrict types of vehicles from using Marksheffel Road, and does not require any type of sound barriers between developments and roadways classified as arterial or smaller. Sound barriers are utilized for Expressways and Freeways roads which is designed to handle 60,000 vehicles per day or higher. On the other hand the transportation manager will be working with the El Paso county engineers to achieve a consistent speed limit. Once achieved, the reduced speed limit should help in reducing some of the noise level along this road.

Thanks,

Zaker Alazzeh, P.E.
Traffic Review Engineer
Development Review & Stormwater
City of Colorado Springs
(719) 385-5468

From: lita burkey [mailto:elburkey@msn.com]
Sent: Thursday, May 21, 2015 11:47 AM
To: Alazzeh, Zaker
Subject: City's Decision

Zak

I was not able to attend the meeting a couple of Mondays ago but would like to know the outcome from those discussions. That is, has there been a decision regarding how or if the City plans to reduce the level of traffic noise on Marksheffel Road south of Dublin Blvd?

Thank you for your time.

Lita

Herington, Meggan

From: Alazzeh, Zaker
Sent: Tuesday, May 26, 2015 7:51 AM
To: Herington, Meggan
Subject: RE: City's Decision

Meggan,

I think Mr. Tafoya is referring to the planning commission meeting for the new development east of Marksheffel Rd. I told them during the HOA meeting that you will send them post cards once you have this item in the planning commission agenda.

Enjoy your vacation,
Zaker

From: Herington, Meggan
Sent: Friday, May 22, 2015 1:33 PM
To: Dan Tafoya; lita burkey; Alazzeh, Zaker
Subject: RE: City's Decision

Mr. Tafoya, I'll let Zaker respond to what meeting that is. I'll send you a notice when this moves forward to City Council. Can you please send me an address for your HOA so that I have your contact info. Thanks. I'm leaving for vacation and will be back June 2nd. Nothing will happen for a few months. thanks, Meggan

From: Dan Tafoya [mailto:dan_tafoya@yahoo.com]
Sent: Friday, May 22, 2015 1:06 PM
To: lita burkey; Alazzeh, Zaker; Herington, Meggan
Subject: Re: City's Decision

Zaker or Meggan,

Has the meeting between the City of Colorado Springs and El Paso county been scheduled to talk about Marksheffel and Dublin and the housing complex? Please let me know our board wants to attend the meeting. Thanks!

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Date: Thu, 21 May 2015 18:47:22 +0000

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Zaker Alazzeh, P.E.
Traffic Review Engineer
Development Review & Stormwater
City of Colorado Springs
(719) 385-5468

From: lita burkey [mailto:elburkey@msn.com]
Sent: Thursday, May 21, 2015 11:47 AM
To: Alazzeh, Zaker
Subject: City's Decision

Zak

I was not able to attend the meeting a couple of Mondays ago but would like to know the outcome from those discussions. That is, has there been a decision regarding how or if the City plans to reduce the level of traffic noise on Marksheffel Road south of Dublin Blvd?

Thank you for your time.

Lita

MOUNTAIN VALLEY PRESERVE ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, dated this ____ day of _____, 2015, is between the City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation ("City"), and Peakmark Heights, LLC, a Colorado limited liability company, The Dominic and Vivian M. Zazzaretti Trust, and The Walter Family Trust (collectively "Owner" or "Property Owner"). The City and the Owner are referred to herein collectively as the "Parties" and each individually as a "Party".

I. **INTRODUCTION**

Owner owns all of the real property located in El Paso County, Colorado, identified and described on the legal description attached as Exhibit A (the "Property"). All references to the "Property" or to the "Owner's Property" are to the property described in Exhibit A.

The growth of the Colorado Springs metropolitan area makes it likely that the Property will experience development in the future. Owner will be required to expend substantial amounts for installation of infrastructure needed to service the Property and, therefore, desires to clarify Owner's obligations for installation of or payment for any off-site infrastructure or improvements and with regard to the City's agreements with respect to provision of services to the Property and cost recoveries available to Owner. Subject to the terms and conditions set forth in this Agreement, both the City and Owner wish to annex the Property into the City to ensure its orderly development. In consideration of the mutual covenants contained in this Agreement, the receipt and sufficiency of which are acknowledged by each of the Parties, the City and Owner agree as follows.

II. **ANNEXATION**

Owner has petitioned the City for annexation of the Property. The annexation will become effective upon the effective date of the ordinance documenting final approval by the City Council of the annexation (the "annexation ordinance") after satisfying all conditions precedent to annexation identified in this Agreement and the recording of (a) certified copies of the annexation ordinance and the annexation plat in accordance with C.R.S. § 31-12-113; (b) a fully-executed copy of this Agreement; and (c) fully-executed Special Warranty Deed(s) and Irrevocable Consent to the

Appropriation, Withdrawal, and Use of Groundwater, substantially in the same form as the attached Exhibit B, with the El Paso County Clerk and Recorder.

III.
LAND USE

The Mountain Valley Preserve Concept Plan for the Property has been proposed and submitted to the City for approval. Once the Concept Plan has been approved by the City, Owner will comply with the approved Concept Plan or an amended Concept Plan approved in accord with applicable provisions of the Code of the City of Colorado Springs 2001, as amended or recodified ("City Code").

IV.
ZONING

A. Zoning. The Planning and Development Department of the City agrees to recommend that the initial zone for the Owner's Property shall be Planned Unit Development with Airport Overlay (PUD/AO) upon annexation. Owner acknowledges and understands that the City Council determines what an appropriate zone is for the Property, and this recommendation does not bind the City Council to adopt a PUD/AO zone for the Property. In the event City Council does not adopt a PUD/AO zone for the Property, Owner agrees that the Property shall have the zone approved by City Council.

B. Change of Zoning. A change of zone request shall conform to the Concept Plan, as approved or as amended by the City in the future. Rezoning in accord with the zones reflected on the Concept Plan will occur prior to actual development of the site.

V.
PUBLIC FACILITIES

A. General. As land is annexed into the City it is anticipated that land development will occur. In consideration of this land development the City requires public facilities and improvements to be designed, extended, installed, constructed, dedicated and conveyed as part of the land development review and construction process. Public facilities and improvements are those improvements to the property which, after being constructed by Owner and accepted by the City, shall be maintained by the City or another public entity. Generally, the required public facilities and improvements and their plan and review process, design criteria, construction standards, dedication, conveyance, cost recovery and reimbursement, assurances and guaranties, and special and specific provisions are addressed in Chapter 7, Article 7 of the City Code (the "Subdivision Code"). Public facilities and

improvements include but are not necessarily limited to: (1) Utilities for water, wastewater, fire hydrants, electric, gas, streetlights, telephone and telecommunications (Refer to Chapter 12 of the City Code, Section VI. Utilities and Section VII. Water Rights of this Agreement.); (2) Streets, alleys, traffic control, sidewalks, curbs and gutters, trails and bicycle paths; (3) Drainage facilities for the best management practice to control, retain, detain and convey flood and surface waters; (4) Arterial roadway bridges; (5) Parks; (6) Schools; and (7) Other facilities and improvements warranted by a specific land development proposal.

It is understood that all public facilities and improvements shall be under the provisions of the Subdivision Code, unless otherwise specifically provided for under the terms and provisions of this Agreement. Those specifically modified public facilities and improvements provisions are as follows:

B. Metropolitan Districts. N/A

C. Streets and Traffic Control. Unless agreed to elsewhere in this Agreement Owner agrees to construct, at the Owner's expense, those street and/or traffic improvements adjacent to or within the Property. These improvements shall also include mutually acceptable dedications of right-of-way and easements, and extension of streets and right-of-way. Owner shall not be entitled to the benefits of provisions of City Code §§ 7.7.706 (Reimbursements) and 7.7.1001-1006 (Arterial Roadway Bridges) for any streets and/or traffic improvements constructed in accordance with this Agreement. Owner shall not be entitled to City participation or reimbursement for Arterial Streets and Arterial Bridges within the Property

1. On-Site or Adjacent Streets. The obligations of Owner in this subsection are assignable to subsequent owners and/or developers of the Property.

a. Marksheffel Road: Where the property is adjacent to Marksheffel Road Owner shall dedicate twenty (20) feet of road right-of-way required for future Marksheffel Road improvements. Owner has no construction responsibilities for Marksheffel Road as this is a PPRTA 2 project.

2. Off-Site Streets: None

3. Traffic Control Devices. Owner shall pay for installation of traffic and street signs, striping, and traffic control devices, and permanent barriers, together with all associated conduit for all streets within or contiguous to the Property as determined necessary by the City and in accord with uniformly applied criteria set forth by the City. **Traffic signals will be installed only after**

the intersection of Dublin Boulevard and the public collector street (Mountain Dale Drive) warrants signals, as outlined in the Manual on Uniform Traffic Control Devices in use at the time or another nationally accepted standard. Once the intersection meets the outlined criteria, the City will install the traffic signal in a timely manner.

- a) The City reserves the right to restrict the proposed intersections on Marksheffel Road at Tarren Heights and Ryker Drive to a right-in/right-out or $\frac{3}{4}$ movement if traffic operations safety warrants.

4. Street Cost Recovery. N/A

D. Drainage. A Master Development Drainage Plan shall be prepared and submitted by Owner to the City and approved by the City Engineer. Final Drainage Reports and Plans shall be prepared and submitted by Owner to the City and approved by the City Engineer, prior to recording subdivision plats. Owner shall comply with all drainage criteria, standards, policies and ordinances in effect at the time of development, including but not limited to the payment of any drainage, arterial bridge and detention pond fees and the reimbursement for drainage facilities constructed. Owner shall be responsible for conformance with the Sand Creek Drainage Basin Planning Study.

E. Parks
Future residential uses are subject to standard parks fees.

F. Schools
Future residential uses are subject to standard school fees.

G. Improvements Adjacent to Park and School Lands. Streets and other required public improvements adjacent to park and school lands dedicated within the Property will be built by Owner without reimbursement by the City or the School District.

VI.
UTILITY SERVICES

A. Colorado Springs Utilities' (CSU) Services: CSU's water, non-potable water, wastewater, electric, streetlight, and gas services ("Utility Service" or together as "Utility Services") are available to eligible customers upon connection to CSU's facilities or utility systems on a "first-come, first-served" basis, provided that (among other things) the City and CSU determine that the applicant meets all applicable City ordinances and regulations, and applicable CSU tariff requirements and regulations

for each application for Utility Service. In addition, the availability of Utility Services is contingent upon the terms detailed herein and the dedication of public rights-of-way, private rights-of-way, or easements that CSU determines are required for the extension of any proposed Utility Service from CSU system facilities that currently exist or that may exist at the time of the proposed extension.

Owner shall ensure that the connection and/or extension of Utility Services to the Property are in accord with all codes and regulations in effect at the time of Utility Service connection and/or extension, including but not limited to CSU's tariffs, rules, and policies, City ordinances, resolutions, and policies, and Pikes Peak Regional Building Department codes. Further, as specified herein below, Owner acknowledges responsibility for the costs of any extensions or utility system improvements that are necessary to provide Utility Services to the Property or to ensure timely development of integrated utility systems serving the Property and areas outside the Property as determined by CSU.

CSU's connection requirements may require the Owner to provide a bond(s), or to execute a Revenue Guarantee Contract or other CSU-approved guarantee for the extension of any Utility Service before CSU authorizes the extension of Utility Services and/or other utility systems improvements, and/or any request for service connection to the Property by Owner. Owner acknowledges that such connection requirements shall include Owner's payment of all applicable development charges, recovery-agreement charges, advance recovery-agreement charges, aid-to-construction charges and other fees or charges applicable to the requested Utility Service, and any costs CSU incurs to acquire additional service territory for the Utility Service to be provided, including those costs specified in paragraph C below. Because recovery agreement charges, advance recovery-agreement charges, and aid-to-construction charges may vary over time and by location, Owner is responsible for contacting CSU's Customer Contract Administration at (719) 668-8111 to ascertain which fees or charges apply to the Property.

Owner acknowledges that annexation of the Property does not imply a guarantee of water supply, wastewater treatment system capacity, or any other Utility Service supply or capacity, and CSU does not guarantee Utility Service to the Property until such time as permanent service is initiated. Accordingly, no specific allocations or amounts of Utility Services, facilities, capacities or supplies are reserved for the Property or Owner upon annexation, and the City and CSU make no commitments as to the availability of any Utility Service at any time in the future.

B. Dedications and Easements: Notwithstanding anything contained in Section XI of this Agreement to the contrary, Owner, at Owner's sole cost and expense, shall dedicate by plat and/or convey by recorded document, all property (real and personal) and easements that CSU determines are required for all utility-

system facilities necessary to serve the Property or to ensure development of an integrated utility system, including but not limited to, any access roads, gas regulation or electric substation sites, electric transmission and distribution facilities, water storage reservoir/facility sites, and wastewater or water pump station sites. CSU shall determine the location and size of all property necessary to be dedicated or otherwise conveyed.

Owner shall provide CSU all written, executed conveyances prior to platting or prior to the development of the Property as determined by CSU. Owner shall pay all fees and costs applicable to and/or associated with the platting of the real property to be dedicated to the City, and all fees and costs associated with the conveyance of real property interests by plat or by separate instrument, including but not limited to, Phase 1 and Phase 2 - environmental assessments, 'closing' costs, title policy fees, and recording fees for any deeds, permanent or temporary easement documents, or other required documents. Dedicated and/or deeded properties and easements are not, and shall not be, subject to refund or reimbursement and shall be deeded or dedicated to the City free and clear of any liens or encumbrances, with good and marketable title and otherwise in compliance with City Code § 7.7.1802.

Further, all dedications and conveyances of real property must comply with the City Code, the City Charter, and any applicable CSU policies and procedures, and shall be subject to CSU's environmental review. Neither the City nor CSU has any obligation to accept any real property interests. All easements by separate instrument shall be conveyed using CSU's then-current Permanent Easement Agreement form without modification or as approved by CSU.

If Owner, with prior written approval by CSU, relocates, requires relocation, or alters any existing utility facilities within the Property, then the relocation or alteration of these facilities shall be at the Owner's sole cost and expense. If CSU determines that Owner's relocation or alteration requires new or updated easements, Owner shall convey those easements prior to relocating or altering the existing utility facilities using CSU's then-current Permanent Easement Agreement form without modification or as approved by CSU. CSU will only relocate existing gas or electric facilities during time frames and in a manner that CSU determines will minimize outages and loss of service.

C. Extension of Utility Facilities by CSU: Subject to the provisions of this Article, including sections A and B above, and all applicable CSU tariffs, rules, regulations, and standards, CSU will extend electric and gas service to the Property if CSU determines that there will be no adverse effect to any Utility Service or utility easement. Owner shall cooperate with CSU to ensure that any extension of gas or

electric facilities to serve the Property will be in accord with CSU's Line Extension and Service Standards.

1. Natural Gas Facilities: If prior to annexation any portion of the Property is located outside CSU's gas service territory, then upon annexation, CSU will acquire the gas service territory within the Property from the then-current gas service provider. Accordingly, Owner shall be solely responsible for all costs and expenses, including but not limited to attorneys' fees that CSU incurs due to any Colorado Public Utilities Commission ("CPUC") filings made or arising from annexation of the Property. Owners shall support and make any CPUC filings necessary to support CSU's filings to the CPUC.
2. Electric Facilities:
 - A. If any portion of the Property is located outside CSU's electric service territory, then upon annexation:
 1. CSU will acquire the electric service territory within the Property that is not served by CSU from the then-current electric service provider in accordance with C.R.S. §§ 40-9.5-201 *et seq.*, or 31-15-707;
 2. Owners shall be solely responsible for providing the just compensation for electric distribution facilities and service rights specified in C.R.S. §§ 40-9.5-204 plus all costs and fees, including but not limited to attorneys' fees, that CSU incurs as a result of or associated with the acquisition of such electric service territory; and
 3. Owners shall be solely responsible for all costs: (a) to remove any existing electric distribution facilities within the Property that were previously installed by the then-current electric service provider ("Existing Facilities"); and (b) to convert any overhead electric lines to underground service lines ("Conversion").
 - B. Within 30 days of Owner's receipt of an invoice for the following:
 1. Owners shall pay the then-current electric service provider, directly, for the just compensation specified in C.R.S. §§ 40-9.5-204 (1) (a) and 40-9.5-204 (1) (b); and
 2. If the then-current electric service provider removes the Existing Facilities, then Owners shall pay the then-current electric service provider directly for the removal of any Existing Facilities.
 - C. Further, Owners shall pay CSU the just compensation specified in C.R.S. §§ 40-9.5-204 (1) (c) and 40-9.5-204 (1) (d) within 30 days of Owners' receipt of an invoice for such costs.
 - D. Owners shall also pay for any Conversion required by CSU as a result of such annexation concurrent with the execution of a contract between the Owners and CSU that specifies the terms of Conversion.

E. CSU, in its sole discretion, may require Owners to enter into a Revenue Guarantee Contract for the extension of any electric service or facilities, including any necessary electric transmission or substation facilities.

3. Water and Wastewater Facilities by CSU: The Owner shall pay any advance recovery-agreement charges, or other fees or charges that are not currently approved by CSU for the Property, but which may become applicable as a result of any on-site or off-site water or wastewater system facilities that CSU or other developers may design and construct in order to ensure an integrated water or wastewater system supplying the Property. Additionally, the Owner shall be subject to cost recovery for the engineering, materials and installation costs incurred by CSU in its design, construction, upgrade or improvement of any water pump stations, water suction storage facilities, water transmission and distribution pipelines, or other water system facilities and appurtenances and any wastewater pump stations or treatment facilities, wastewater pipeline facilities, or other wastewater collection facilities and appurtenances that CSU, in its sole discretion, determines are necessary to serve the Property.

D. Water and Wastewater System Extensions by Owners: Owner must extend, design, and construct all potable and non-potable water system facilities and appurtenances, and all wastewater collection system facilities, wastewater pump stations, and any water or wastewater service lines to and within the Property at Owner's sole cost and expense in accord with all applicable CSU tariffs, rules, regulations, including CSU's Line Extension and Service Standards, and all City ordinances and regulations in effect at the time of each specific request for water or wastewater service. Consistent with City Code 7.7.1102 (B), Owner shall complete the design, installation and obtain preliminary acceptance of such utility facilities prior to CSU's approval of Owner's water and wastewater service requests.

Owner shall be solely responsible for all costs and fees associated with engineering, materials, and installation of all water system facilities and appurtenances, and all wastewater collection facilities and appurtenances, whether on-site or off-site, that are necessary to serve the Property or to ensure development of an integrated water or wastewater system serving the Property and areas outside the Property as determined by CSU. Further, Owner acknowledges that CSU may require that such water or wastewater system facilities be larger than necessary to serve the Property itself and may require the Owners to participate with other development projects on a fair-share, pro rata basis in any necessary off-site system facilities improvements. In the event CSU requires such water and wastewater systems to be larger than necessary to serve the Property itself, then Owner may seek reimbursement as provided in CSU's Utilities Rules and Regulations.

The plans, specifications and construction of the water facilities and appurtenances, and the wastewater facilities and appurtenances are each subject to CSU's inspection and written acceptance, and CSU shall make the final determination as to the size, location, point(s) of connection and the required appurtenances of the system facilities to be constructed. No work shall commence on any proposed water or wastewater extension facilities until CSU provides written approval of Owner's water or wastewater construction plans and copies of such approved plans are received by CSU. Owner may only connect newly-constructed facilities to CSU's existing water or wastewater system upon CSU's inspection and written acceptance of such facilities.

As part of any development plan submittal for the Property, Owner acknowledges that a Preliminary Utility Plan, Wastewater Master Facility Report, Hydraulic Grade Line Request Form, and Hydraulic Analysis Report (as determined by CSU) are required and must be completed and approved by CSU.

The water distribution system facilities must meet CSU's criteria for quality, reliability and pressure. The water distribution system shall ensure capacity, pressure and system reliability for both partially completed and fully completed conditions and the static pressure of the water distribution system shall be a minimum of 60 psi. Also, to ensure the protection of public health and to maintain compliance with state regulatory requirements, the detailed plans for all customer-owned, non-potable water distribution systems, including irrigation systems, must be approved by CSU.

Further, Owner recognizes that the extension of water system facilities may affect the quality of water in CSU's water system. Consequently, Owner acknowledges responsibility for any costs that CSU determines necessary to incur in order to maintain water quality in its system as a result of Owner's water system extensions, including but not limited to, the cost of any lost water, materials and labor from pipeline-flushing maintenance activities, temporary pipeline loop extensions, or other appurtenances and measures that CSU determines are necessary to minimize pipeline flushing and to maintain water quality (Water-quality Maintenance Costs). Owner shall reimburse CSU for such Water-quality Maintenance Costs within thirty (30) days of receipt of an invoice for such costs.

E. Limitation of Applicability: The provisions of this Agreement set forth the requirements of the City and CSU in effect at the time of the annexation of the Property. These provisions shall not be construed as a limitation upon the authority of the City or CSU to adopt different ordinances, rules, regulations, resolutions, policies or codes which change any of the provisions set forth in this Agreement so long as these apply to the City generally and are in accord with the then-current

tariffs, rates, regulations and policies of CSU. Subject to the provisions of the Article of this Agreement that is labeled "WATER RIGHTS", CSU's tariffs, policies, and/or contract agreements, as may be modified from time to time, shall govern the use of all Utilities Services, including but not limited to, groundwater and non-potable water for irrigation use by the Owner for the Owner's exclusive use.

F. Southeastern Colorado Water Conservancy District: Notice is hereby provided that upon annexation, the Property is subject to subsequent inclusion into the boundaries of the Southeastern Colorado Water Conservancy District ("District") pursuant to C.R.S. § 37-45-136 (3.6) as may be amended, and the rules and procedures of the District. Further, notice is hereby provided that, after inclusion of the Property into the boundaries of the District, the Property shall be subject to a property tax mill levy for the purposes of meeting the financial obligations of the District. The Owners acknowledges that water service for the Property will not be made available by CSU until such time as the Property is formally included within the boundaries of the District. District inclusion requires consent by the Federal Bureau of Reclamation ("Reclamation"). The Owners shall be responsible for taking all actions necessary for inclusion of the Property into the boundaries of the District, including but not limited to, any action required to obtain Reclamation's consent to include the Property into the District.

VII. WATER RIGHTS

As provided in the Special Warranty Deed and Irrevocable Consent to the Appropriation, Withdrawal and Use of Groundwater ("Deed"), which is attached to this Agreement and hereby incorporated by reference, Owner grants to the City, all right, title and interest to any and all groundwater underlying or appurtenant to and used upon the Property, and any and all other water rights appurtenant to the Property (collectively referred to as "the Water Rights"), together with the sole and exclusive right to use the Water Rights and all rights of ingress and egress required by the City to appropriate, withdraw and use the Water Rights. The Deed conveying the Water Rights shall be executed by the Owner concurrently with this Agreement and shall be made effective upon the date of the City Council's final approval of the annexation of the Property. The Deed shall be recorded concurrent with the recording of the annexation agreement, annexation plat and annexation ordinance at the El Paso County Clerk and Recorder's office.

Furthermore, pursuant to C.R.S. § 37-90-137(4), as now in effect or hereafter amended, on behalf of Owner and all successors in title, Owner irrevocably consents to the appropriation, withdrawal and use by the City of all groundwater underlying or appurtenant to and used upon the Property.

In the event the City chooses to use or further develop the Water Rights that have been conveyed, Owner agrees to provide any and all easements required by the City prior to the construction and operation of any City well or water rights related infrastructure on the Property. Wells constructed by the City outside the Property may withdraw groundwater under Owner's Property without additional consent from Owner.

Upon annexation of the Property, any wells or groundwater developed by Owner prior to annexation will become subject to CSU's applicable tariffs, Rules and Regulations, and rates as amended in the future. Owner's uses of groundwater shall be subject to approval by the City and CSU, and shall be consistent with CSU's standards, tariffs, policies, and the City's ordinances, resolutions and policies for the use of groundwater now in effect or as amended in the future. Notwithstanding the foregoing, subject to the approval of City Council, Owner shall be permitted to continue using the existing wells on the Property and withdrawing and using the groundwater consistent with the terms and conditions of the Colorado Division of Water Resources Well Permit Nos. 52366, 38398 and 26235-A ("Well Permits") until such time as CSU's water supply system is extended to the Property.

At that time, the Owner shall: (1) disconnect the wells and connect to CSU's water supply system in accordance with CSU's Water Line Extension and Service Standards; (2) plug and abandon the wells in accordance with all applicable regulations; and (3) provide notice of such plugging and abandonment to CSU. If after connection to CSU's water supply system the Owner desires to continue use of the wells exclusively for nonpotable irrigation purposes in accordance with the terms and conditions of Well Permit No. 52366, 38398 and 26235-A, then the Owner shall provide CSU with prior written notification of such nonpotable irrigation use and provisions (2) and (3) of this section shall not apply to any wells being used for non-potable irrigation, provided however, that Owner makes such modifications to the wells as necessary to comply with CSU's cross-connection requirements and receives CSU's written confirmation that such nonpotable use complies with CSU's cross-connection requirements and is consistent with the terms and conditions of the Well Permits. No commingling of the wells and CSU's potable water supply will be permitted. City Council must consent to the terms of this paragraph by resolution as a condition precedent to this annexation of the Property.

VIII. FIRE PROTECTION

Owner acknowledges that the Property is located within the boundaries of the Falcon Fire Protection District (the "Fire District") and is subject to property taxes payable to the Fire District for its services. Owner further acknowledges that, after annexation of the Property to the City, the Property will continue to remain within the

boundaries of the Fire District until such time as the Property is excluded from the boundaries of the Fire District. After annexation of the Property to the City, fire protection services will be provided by the City through its Fire Department and by the Fire District unless and until the Property is excluded from the Fire District. After annexation, the Property will be assessed property taxes payable to both the City and the Fire District until such time as the Property is excluded from the boundaries of the Fire District.

Owner understands and acknowledges that the Property may be excluded from the boundaries of the Fire District under the provisions applicable to special districts, Article 1 of Title 32 C.R.S., and as otherwise provided by law. Upon request by the City after annexation, Owner, or if the Property has been transferred the person who owns the Property at the time of the City's request, agrees to apply to the Fire District for exclusion of the Property from the Fire District. Owner understands and acknowledges that Owner, its heirs, assigns and successors in title are responsible for seeking any exclusion from the Fire District and that the City has no obligation to seek exclusion of any portion of the Property from the Fire District.

IX.
FIRE PROTECTION FEE

Owner agrees to pay a fee of \$1631.00 per gross acre of the entire annexed area as their share of the capital cost of a new fire station and the initial apparatus purchase required to service this annexation as well as adjacent areas of future annexation ("Fire Protection Fee"). Payment of the Fire Protection Fee for the gross acreage of each phase of development shall be made prior to issuance of the initial subdivision plat for that phase. The City agrees as future annexations occur within the service area of the proposed fire station the owner of future annexations will be required to pay a Fire Protection Fee to the City for the capital improvements to the fire station.

X.
POLICE SERVICE FEE

The Owner agrees to pay a fee of \$670.00 per gross acre of the entire annexed area as Owner's share of the capital cost of a new police station and the initial equipment purchase required to service this annexation as well as adjacent areas of future annexation ("Police Service Fee"). Payment of the Police Service Fee for the gross acreage of each phase of development shall be made prior to issuance of the initial subdivision plat for that phase. The City agrees as future annexations occur within the service area of the proposed police station the owner of future annexations will be required to pay a Police Service Fee to the City for the capital improvements to the police station.

XI.
PUBLIC LAND DEDICATION

Owner agrees that all land dedicated or deeded to the City for municipal or utility purposes, including park and school sites, shall be platted (unless the City agrees otherwise) and all applicable development fee obligations paid.

Owner agrees that any land dedicated or deeded to the City for municipal or utility purposes, including park and school sites, shall be free and clear of liens and encumbrances. All fees that would be applicable to the platting of land that is to be dedicated to the City (including park and school land) shall be paid by Owner. Fees will be required on the gross acreage of land dedicated as of the date of the dedication in accord with the fee requirements in effect as of the date of the dedication. All dedications shall be platted by the Owner prior to conveyance, unless otherwise waived by the City.

In addition, any property dedicated by deed shall be subject to the following:

- A. All property deeded to the City shall be conveyed by General Warranty Deed.
- B. Owner shall convey the property to the City within 30 days of the City's written request.
- C. Any property conveyed to the City shall be free and clear of any liens and/or encumbrances.
- D. All property taxes levied against the property shall be paid by the Owner through the date of conveyance to the City.
- E. An environmental assessment of the property must be provided to the City for review and approval, unless the City waives the requirement of an

assessment. Approval or waiver of the assessment must be in writing and signed by an authorized representative or official of the City.

XII. SPECIAL PROVISIONS

A. Airport: An Avigation Easement or proof of previous filing (book/page or reception number) is required with or prior to the recordation of the final subdivision plat for the Property.

B. Banning Lewis Ranch Annexation Agreement. This Property is adjacent to Banning Lewis Ranch property; as such, the City has certain obligations under the Banning Lewis Ranch Annexation Agreement (“BLR Agreement”), as recorded in Book 5557, beginning on Page 405, with respect to annexing the Property. Therefore Owner and City agree that, because the Property is adjacent to the Banning Lewis Ranch property, Owner will be subject to any fees the City is obligated to pass through to adjacent property Owner under the BLR Agreement including, but not limited to, the following:

1. Off-Site Construction of the Banning-Lewis Parkway Fee. Owner agrees to pay a \$95.55 per acre fee as an equitable contribution for Owner’s fair share portion of the benefit Owner will receive from the Banning-Lewis Parkway (“Banning-Lewis Parkway Fee”). This per acre fee is based upon the traffic analysis which was prepared by a traffic professional using ITE Manual methods and identifies a direct traffic impact on the Banning-Lewis Parkway. The City will not record the certified copies of the annexation map and annexation ordinance and the annexation will not be effective unless and until the Banning-Lewis Parkway Fee has been remitted to the City.
2. Construction of the Banning Lewis Ranch Radio Repeater Station. Owner agrees to pay an \$11.69 per acre fee (“Banning Lewis Ranch Repeater Station Fee”) as an equitable contribution for Owner’s portion of the benefit Owner will receive from the radio repeater station. The Banning Lewis Ranch Radio Repeater Station fee will be due prior to recordation of the annexation plat and this Agreement. The City will not record the certified copies of the annexation map and annexation ordinance and the annexation will not be effective unless and until the Banning Lewis Repeater Station Fee has been remitted to the City.

XIII.
ORDINANCE COMPLIANCE

Owner will comply with all tariffs, policies, rules, regulations, ordinances, resolutions and codes of the City which now exist or are amended or adopted in the future, including those related to the subdivision and zoning of land, except as expressly modified by this Agreement. This Agreement shall not be construed as a limitation upon the authority of the City to adopt different tariffs, policies, rules, regulations, ordinances, resolutions and codes which change any of the provisions set forth in this Agreement so long as these apply to the City generally.

XIV.
ASSIGNS AND DEED OF TRUST HOLDERS

Whereas used in this Agreement, the terms "Owner" or "Property Owner," shall also mean any of the heirs, executors, personal representatives, transferees, or assigns of the Owner and all these parties shall have the right to enforce and are subject to enforcement under the terms of this Agreement as if they were the original parties hereto. Rights to specific refunds or payments contained in this Agreement shall always be to Owner unless specifically assigned to another person.

Owner affirmatively states that there exist no outstanding deeds of trust or other similar liens or encumbrances against the Property.

XV.
RECORDING

This Agreement shall be recorded with the Clerk and Recorder of El Paso County, Colorado, and constitute a covenant running with the land. This Agreement shall be binding on future assigns of Owner and all other persons who may purchase land within the Property from Owner or any persons later acquiring an interest in the Property. Any refunds made under the terms of this Agreement shall be made to Owner and not subsequent purchasers or assigns of the Property unless the purchase or assignment specifically provides for payment to the purchaser or assignee and a copy of that document is filed with the City.

XVI.
AMENDMENTS

This Agreement may be amended by any party, including their respective successors, transferees, or assigns, and the City, by resolution, without the consent of any other party or its successors, transferees, or assigns so long as the amendment applies only to the property owned by the amending party. For the

purposes of this article, an amendment shall be deemed to apply only to property owned by the amending party if this Agreement remains in full force and effect and shall not apply to property owned by any non-amending party.

Any amendment shall be recorded in the records of El Paso County, shall be a covenant running with the land, and shall be binding on all persons or entities presently possessing or later acquiring an interest in the property subject to the amendment unless otherwise specified in the amendment."

XVII. HEADINGS

The headings set forth in the Agreement for the different sections of the Agreement are for reference only and shall not be construed as an enlargement or abridgement of the language of the Agreement.

XVIII. DEFAULT AND REMEDIES

If either Owner or City fails to perform any material obligation under this Agreement, and fails to cure the default within thirty (30) days following notice from the non-defaulting party of that breach, then a breach of this Agreement will be deemed to have occurred and the non-defaulting party will be entitled, at its election, to either cure the default and recover the cost thereof from the defaulting party, or pursue and obtain against the defaulting party an order for specific performance of the obligations under this Agreement and, in either instance, recover any actual damages incurred by the non-defaulting party as a result of that breach, including recovery of its costs and reasonable attorneys' fees incurred in the enforcement of this Agreement, as well as any other remedies provided by law.

XIX. GENERAL

Except as specifically provided in this Agreement, City agrees to treat Owner and the Property in a non-discriminatory manner relative to the rest of the City. In addition, any consent or approval required in accord with this Agreement from the City shall not be unreasonably withheld, conditioned or delayed. City agrees not to impose any fee, levy or tax or impose any conditions upon the approval of development requests, platting, zoning or issuance of any building permits for the Property, or make any assessment on the Property that is not uniformly applied throughout the City, except as specifically provided for and identified in this Agreement or the City Code. If the annexation of the Property or any portion of the

Property is challenged by a referendum, all provisions of this Agreement, together with the duties and obligations of each party, shall be suspended, pending the outcome of the referendum election. If the referendum challenge to the annexation results in the disconnection of the Property from the City, then this Agreement and all its provisions shall be null and void and of no further effect. If the referendum challenge fails, then Owner and City shall continue to be bound by all terms and provisions of this Agreement.

XX.
SEVERABILITY

If any provision of this Agreement is for any reason and to any extent held to be invalid or unenforceable, then neither the remainder of the document nor the application of the provisions to other entities, persons or circumstances shall be affected.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals
the day and year first written above.

CITY OF COLORADO SPRINGS

BY: _____
MAYOR JOHN W. SUTHERS

ATTEST:

BY: _____
CITY CLERK SARAH B. JOHNSON

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY

DRAFT

OWNER:

THE WALTER FAMILY TRUST

By: _____
 Its: _____

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
 COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this _____ day
 of _____, 20__ , by _____
 on behalf of The Walter Family Trust, as Owner.

Witness my hand and notarial seal.

My commission expires: _____

 Notary Public
 Address: _____

EXHIBIT A
LEGAL DESCRIPTION

DRAFT

EXHIBIT B

SPECIAL WARRANTY DEED AND IRREVOCABLE CONSENT
TO THE APPROPRIATION, WITHDRAWAL AND USE OF GROUNDWATER
Mountain Valley Preserve Annexation

Peakmark Heights, LLC, a Colorado limited liability company, whose address is _____ (referred to herein as "Grantor") in consideration of the benefits received pursuant to the Mountain Valley Preserve Annexation Agreement dated _____ ("Annexation Agreement"), which is executed by Grantor concurrently with this Special Warranty Deed, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, sell and convey to the City of Colorado Springs, Colorado ("Grantee"), whose address is 30 S. Nevada Avenue, Colorado Springs, CO 80903, all right, title, and interest in any and all groundwater underlying or appurtenant to and used upon the property described in Exhibit A ("Property") and any and all other water rights appurtenant to the Property collectively referred to as the "Water Rights", together with the sole and exclusive right to use the Water Rights and all rights of ingress and egress required by the Grantee to appropriate, withdraw and use the Water Rights; and Grantor warrants title to the same against all claims arising by, through, or under said Grantor. The Water Rights include but are not limited to those described in Exhibit B.

Furthermore, pursuant to C.R.S. § 37-90-137(4) as now exists or may later be amended, Grantor, on behalf of Grantor and any and all successors in title, hereby irrevocably consent in perpetuity to the appropriation, withdrawal and use by Grantee of all groundwater underlying or appurtenant to and used upon the Property.

This Special Warranty Deed and the consent granted herein shall be effective upon the date of the City of Colorado Springs-City Council's final approval of the Annexation Agreement.

Executed this _____ day of _____, 20__.

GRANTOR:

By: _____

Name: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____day of _____, 20__, by _____, on behalf of, Peakmark Heights, LLC as Grantor.

Witness my hand and official seal.

My Commission Expires: _____

(SEAL)

Notary Public

DRAFT

SPECIAL WARRANTY DEED AND IRREVOCABLE CONSENT
TO THE APPROPRIATION, WITHDRAWAL AND USE OF GROUNDWATER
Mountain Valley Preserve Annexation

Accepted by the City of Colorado Springs

By: _____ this _____ day of
_____, 20____
Real Estate Services Manager

Approved as to Form:

By: _____ Date: _____
City Attorney's Office

DRAFT

Exhibit A

LEGAL DESCRIPTION

To the
Special Warranty Deed and Irrevocable Consent to the Appropriation, Withdrawal
and Use of Groundwater executed by, Peakmark Heights, LLC on

_____.

(provide legal description signed and stamped by Professional Licensed Surveyor)

DRAFT

Exhibit B

To the
Special Warranty Deed and Irrevocable Consent to the Appropriation, Withdrawal
and Use of Groundwater executed by, Peakmark Heights, LLC, Grantor on

_____.

Decreed Groundwater Rights

Case No.

Court:

Source:

Amount:

Date of Decree:

Name of Owner:

Permitted Groundwater

Permit No.

Date of Permit:

Source:

Amount:

Name of Owner:

Legal Description of Well or other structure:

Surface Water Rights

Name of Water Right:

Case No.

Court:

Source:

Amount:

Date of Decree:

Name of Owner:

EXHIBIT B

SPECIAL WARRANTY DEED AND IRREVOCABLE CONSENT
TO THE APPROPRIATION, WITHDRAWAL AND USE OF GROUNDWATER
Mountain Valley Preserve Annexation

The Dominic and Vivian M. Zazzaretti Trust, whose address is _____ (referred to herein as "Grantor") in consideration of the benefits received pursuant to the Mountain Valley Preserve Annexation Agreement dated _____ ("Annexation Agreement"), which is executed by Grantor concurrently with this Special Warranty Deed, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, sell and convey to the City of Colorado Springs, Colorado ("Grantee"), whose address is 30 S. Nevada Avenue, Colorado Springs, CO 80903, all right, title, and interest in any and all groundwater underlying or appurtenant to and used upon the property described in Exhibit A ("Property") and any and all other water rights appurtenant to the Property collectively referred to as the "Water Rights", together with the sole and exclusive right to use the Water Rights and all rights of ingress and egress required by the Grantee to appropriate, withdraw and use the Water Rights; and Grantor warrants title to the same against all claims arising by, through, or under said Grantor. The Water Rights include but are not limited to those described in Exhibit B.

Furthermore, pursuant to C.R.S. § 37-90-137(4) as now exists or may later be amended, Grantor, on behalf of Grantor and any and all successors in title, hereby irrevocably consent in perpetuity to the appropriation, withdrawal and use by Grantee of all groundwater underlying or appurtenant to and used upon the Property.

This Special Warranty Deed and the consent granted herein shall be effective upon the date of the City of Colorado Springs-City Council's final approval of the Annexation Agreement.

Executed this _____ day of _____, 20_____.

GRANTOR:

The Dominic and Vivian M. Zazzaretti Trust

By: _____

Name: _____

Its: _____

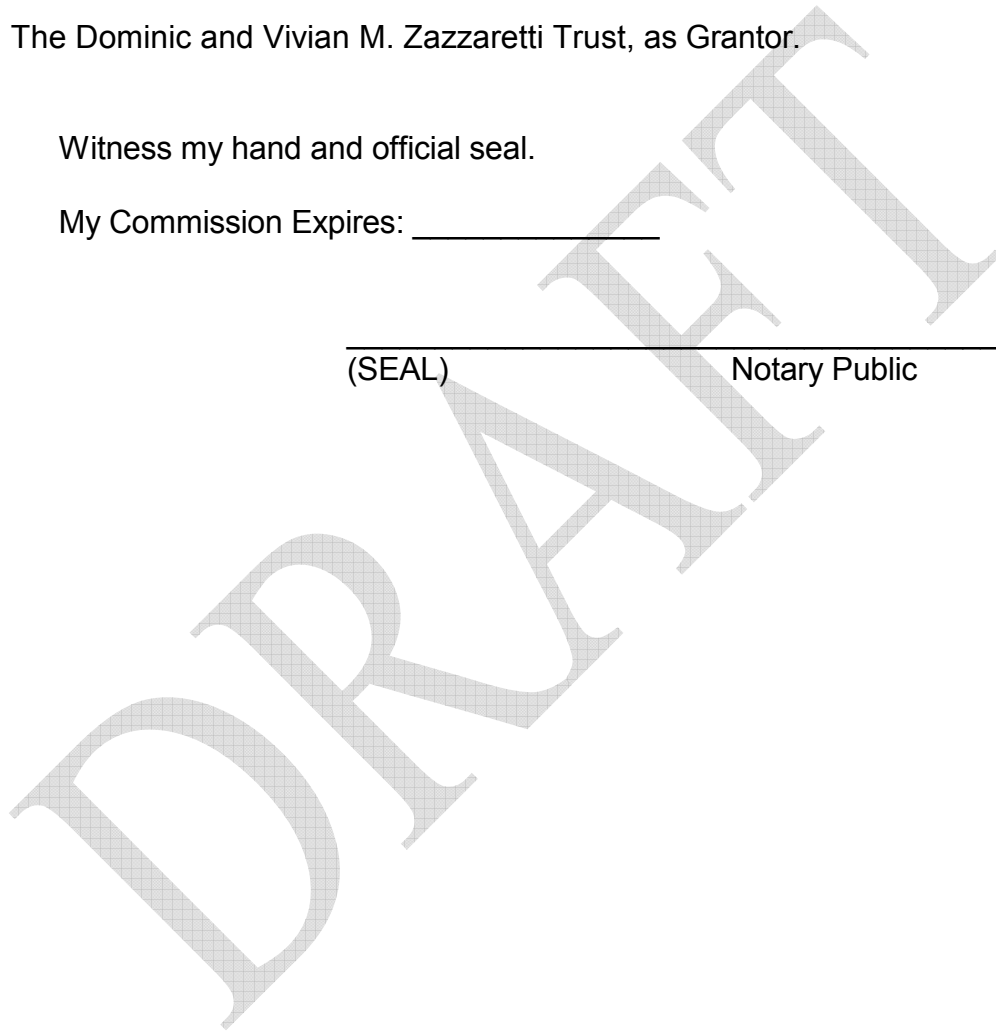
STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____day of _____, 20__, by _____, on behalf of, The Dominic and Vivian M. Zazzaretti Trust, as Grantor.

Witness my hand and official seal.

My Commission Expires: _____

(SEAL) Notary Public



SPECIAL WARRANTY DEED AND IRREVOCABLE CONSENT
TO THE APPROPRIATION, WITHDRAWAL AND USE OF GROUNDWATER
Mountain Valley Preserve Annexation

Accepted by the City of Colorado Springs

By: _____ this _____ day of
_____, 20____
Real Estate Services Manager

Approved as to Form:

By: _____ Date: _____
City Attorney's Office

DRAFT

Exhibit A

LEGAL DESCRIPTION

To the
Special Warranty Deed and Irrevocable Consent to the Appropriation, Withdrawal
and Use of Groundwater executed by The Walter Family Trust on

_____.

(provide legal description signed and stamped by Professional Licensed Surveyor)

DRAFT

Exhibit B

To the
Special Warranty Deed and Irrevocable Consent to the Appropriation, Withdrawal
and Use of Groundwater executed by, The Walter Family Trust, Grantor, on

_____.

Decreed Groundwater Rights

Case No.

Court:

Source:

Amount:

Date of Decree:

Name of Owner:

Permitted Groundwater

Permit No.

Date of Permit:

Source:

Amount:

Name of Owner:

Legal Description of Well or other structure:

Surface Water Rights

Name of Water Right:

Case No.

Court:

Source:

Amount:

Date of Decree:

Name of Owner:

EXHIBIT B

SPECIAL WARRANTY DEED AND IRREVOCABLE CONSENT
TO THE APPROPRIATION, WITHDRAWAL AND USE OF GROUNDWATER
Mountain Valley Preserve Annexation

The Walter Family Trust, whose address is _____ (referred to herein as "Grantor") in consideration of the benefits received pursuant to the Mountain Valley Preserve Annexation Agreement dated _____ ("Annexation Agreement"), which is executed by Grantor concurrently with this Special Warranty Deed, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, sell and convey to the City of Colorado Springs, Colorado ("Grantee"), whose address is 30 S. Nevada Avenue, Colorado Springs, CO 80903, all right, title, and interest in any and all groundwater underlying or appurtenant to and used upon the property described in Exhibit A ("Property") and any and all other water rights appurtenant to the Property collectively referred to as the "Water Rights", together with the sole and exclusive right to use the Water Rights and all rights of ingress and egress required by the Grantee to appropriate, withdraw and use the Water Rights; and Grantor warrants title to the same against all claims arising by, through, or under said Grantor. The Water Rights include but are not limited to those described in Exhibit B.

Furthermore, pursuant to C.R.S. § 37-90-137(4) as now exists or may later be amended, Grantor, on behalf of Grantor and any and all successors in title, hereby irrevocably consent in perpetuity to the appropriation, withdrawal and use by Grantee of all groundwater underlying or appurtenant to and used upon the Property.

This Special Warranty Deed and the consent granted herein shall be effective upon the date of the City of Colorado Springs-City Council's final approval of the Annexation Agreement.

Executed this _____ day of _____, 20____.

The Walter Family Trust

GRANTOR:

By: _____

Name: _____

Its: _____

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____day of _____, 20__, by _____, on behalf of, The Walter Family Trust, as Grantor.

Witness my hand and official seal.

My Commission Expires: _____

(SEAL)

Notary Public

SPECIAL WARRANTY DEED AND IRREVOCABLE CONSENT
TO THE APPROPRIATION, WITHDRAWAL AND USE OF GROUNDWATER
Mountain Valley Preserve Annexation

Accepted by the City of Colorado Springs

By: _____ this _____ day of
_____, 20____
Real Estate Services Manager

Approved as to Form:

By: _____ Date: _____
City Attorney's Office

DRAFT

Exhibit A

LEGAL DESCRIPTION

To the
Special Warranty Deed and Irrevocable Consent to the Appropriation, Withdrawal
and Use of Groundwater executed by The Walter Family Trust, Grantor on

_____.

(provide legal description signed and stamped by Professional Licensed Surveyor)

DRAFT

Exhibit B

To the
Special Warranty Deed and Irrevocable Consent to the Appropriation, Withdrawal
and Use of Groundwater executed by, The Walter Family Trust, Grantor on

_____.

Decreed Groundwater Rights

Case No.

Court:

Source:

Amount:

Date of Decree:

Name of Owner:

Permitted Groundwater

Permit No.

Date of Permit:

Source:

Amount:

Name of Owner:

Legal Description of Well or other structure:

Surface Water Rights

Name of Water Right:

Case No.

Court:

Source:

Amount:

Date of Decree:

Name of Owner:

LEGAL DESCRIPTION – Mountain Valley Preserve Zone Map

June 26, 2015

PARCEL 1:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 16, IN TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., IN EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 16; THENCE SOUTHERLY ON THE WEST LINE THEREOF 647.54 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED OF STANLEY S. FARR AND SANDRA R. FARR RECORDED IN BOOK 2306 AT PAGE 918 UNDER RECEPTION NO. 684360 AND THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED HEREBY; THENCE CONTINUE SOUTHERLY ON THE WEST LINE OF SAID NORTHWEST QUARTER, 1,011.53 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO FLOYD D. DEVITT AND MARY J. DEVITT RECORDED IN BOOK 2155 AT PAGE 70 UNDER RECEPTION NO. 508314; THENCE ANGLE LEFT 90°28' EASTERLY ON THE NORTHERLY LINE OF SAID DEVITT TRACT, 668.19 FEET; THENCE ANGLE LEFT NORTHERLY 1,014.90 FEET TO THE SOUTHEAST CORNER OF SAID FARR TRACT; THENCE ANGLE LEFT, WESTERLY ON THE SOUTHERLY LINE OF SAID FARR TRACT, 674.81 FEET TO THE POINT OF BEGINNING, EXCEPT THE WESTERLY 30 FEET THEREOF FOR ROAD PURPOSES, AND EXCEPT THOSE PORTIONS THEREOF DEEDED TO THE COUNTY OF EL PASO BY DEEDS RECORDED IN BOOK 2896 AT PAGE 756 AND IN BOOK 2896 AT PAGE 758.

PARCEL 2:

THAT PORTION OF THE WEST HALF OF SECTION 16, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 16, THENCE RUN IN A NORTHERLY DIRECTION ALONG THE WEST LINE OF SECTION 16 A DISTANCE OF 2,325.4 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF SAID SECTION 16 A DISTANCE OF 1,328.8 FEET; THENCE ANGLE RIGHT 89° 32' AND RUN IN AN EASTERLY DIRECTION 668.19 FEET; THENCE ANGLE RIGHT 90° 28' AND RUN IN A SOUTHERLY DIRECTION 1,328.8 FEET; THENCE ANGLE RIGHT 89° 32' AND RUN IN A WESTERLY DIRECTION 668.19 FEET TO THE POINT OF BEGINNING;

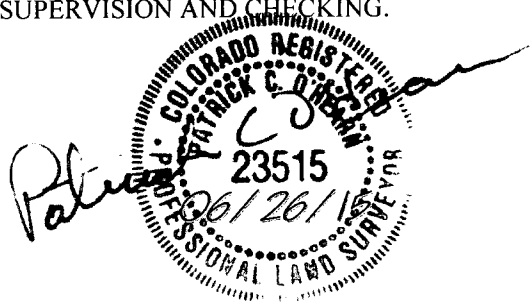
EXCEPTING THEREFROM THE WESTERLY 60 FEET CONVEYED FOR ROADWAY PURPOSES IN BOOK 2896 AT PAGES 764 AND 765. COUNTY OF EL PASO, STATE OF COLORADO

PARCEL 3:

LOT 1, BLOCK 1, TOY RANCHES ESTATES, EXCEPT THE WESTERLY 30 FEET THEREOF AS CONVEYED IN DEED FEBRUARY 16, 1977 IN BOOK 2896 AT PAGE 763, COUNTY OF EL PASO, STATE OF COLORADO.

ALTOGETHER CONTAINING 37.354 ACRES OR 1,627,162 SQUARE FEET, MORE OR LESS.

I, PATRICK C. O'HEARN, A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



PATRICK C. O'HEARN PLS No. 23515
for and on behalf of
DREXEL, BARRELL & CO.
3 SOUTH 7TH STREET
COLORADO SPRINGS, COLORADO 80905
719-260-0887

LEGAL DESCRIPTION – Mountain Valley Preserve Annexation

June 26, 2015

A TRACT OF LAND CONTAINING ALL THAT REAL PROPERTY DESCRIBED IN THOSE DEEDS RECORDED AS RECEPTION No. 099052711 AND AS RECEPTION No. 214089843 IN THE RECORDS OF THE OFFICE OF THE CLERK AND RECORDER OF EL PASO COUNTY COLORADO, TOGETHER WITH A PORTION OF THE RIGHT-OF-WAY OF NORTH MARKSHEFFEL ROAD, ALL LOCATED IN THE WEST HALF OF SECTION 16 AND THE EAST HALF OF SECTION 17, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, FURTHER DESCRIBED AS FOLLOWS:

“COMMENCING” AT THE SOUTHWEST CORNER OF SAID SECTION 16, AND CONSIDERING THE WEST LINE OF SAID SECTION 16 TO BEAR NORTH 00°21’12” WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE NORTH 00°21’12” WEST, ALONG SAID WEST LINE, A DISTANCE OF 1992.82 FEET TO THE “POINT OF BEGINNING”; THENCE SOUTH 89°10’48” WEST, ALONG THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID TRACT DESCRIBED AT RECEPTION No. 214089843, A DISTANCE OF 60.00 FEET TO A POINT ON THE EASTERLY LINE OF THE LIMITS OF THE CITY OF COLORADO SPRINGS AS DESCRIBED IN ANNEXATION ORDINANCE No. 85-82 AND RECORDED IN BOOK 5108 AT PAGE 198, SAID EL PASO COUNTY RECORDS; THENCE NORTH 00°21’12” WEST, ALONG SAID EASTERLY LINE AND ALONG A LINE LYING 60.00 FEET WESTERLY OF AND PARALLEL WITH SAID WEST LINE OF SECTION 16, A DISTANCE OF 2672.08 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF SAID TRACT DESCRIBED AT RECEPTION No. 099052711; THENCE NORTH 88°54’34” EAST, ALONG SAID NORTHERLY LINE AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 729.95 FEET; THENCE SOUTH 00°15’22” EAST, A DISTANCE OF 1014.16 FEET TO THE NORTHEAST CORNER OF SAID TRACT DESCRIBED AT RECEPTION No. 214089843; THENCE SOUTH 00°21’12” EAST, ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 1661.38 FEET; THENCE SOUTH 89°10’48” WEST, ALONG THE SOUTH LINE OF SAID TRACT AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 668.19 FEET TO THE “POINT OF BEGINNING”.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 44.716 ACRES OR 1,947,844 SQUARE FEET, MORE OR LESS.

I, PATRICK C. O’HEARN, A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



PATRICK C. O’HEARN PLS No. 23515
for and on behalf of
DREXEL, BARRELL & CO.
3 SOUTH 7TH STREET
COLORADO SPRINGS, COLORADO 80905
719-260-0887

CITY PLANNING COMMISSION AGENDA

ITEM NO: 5

STAFF: MICHAEL SCHULTZ

FILE NO:
CPC UV 14-00126 – QUASI-JUDICIAL

PROJECT: 3320/3330 DRENNAN INDUSTRIAL LOOP

APPLICANT: NEIL OLESKY

OWNER: NEIL OLESKY



PROJECT SUMMARY:

1. Project Description: This project is a use variance to allow a landfill on a M2/SS (Heavy Industrial with Streamside Overlay) zoned property; landfills are a permitted use (use by right) within the M-2 zone district, but are prohibited within the streamside overlay.
2. Applicant's Project Statement: **(FIGURE 1)**.
3. Planning and Development Department's Recommendation: Approve the use variance and accompanying development plan **(FIGURE 2)** subject to the conditions of record and technical modifications provided below.

BACKGROUND:1.

1. Site Address: 3320 & 3330 Drennan Industrial Loop
2. Existing Zoning/Land Use: M-2/SS (Heavy Industrial with Streamside Overlay) / Large Recycling Collection Center (Recycled Shingles)
3. Surrounding Zoning/Land Use:
 - North: M-1 (Light Industrial) / Contractor's Yard
 - South: M-2 / Large Recycling Center and Concrete Batch Plant
 - East: M-2 / Contractor's Yard (same owner as applicant)
 - West: M-2 / Mining (Sand Storage)
4. Comprehensive Plan/Designated 2020 Land Use: Employment Center & Candidate Open Space
5. Annexation: Cormack's Addition #2, November 1974
6. Master Plan/Designated Master Plan Land Use: Drennan Industrial Park
7. Subdivision: Drennan Industrial Center Filing No. 12
8. Zoning Enforcement Action: Yes, for the illegal conversion of the property and recycling use within the streamside overlay.
9. Physical Characteristics: The site is relatively flat but generally slopes toward Sand Creek. Large overhead transmission lines cross through the north half of the property.

STAKEHOLDER PROCESS AND INVOLVEMENT:

A total of 11 property owners located within 500 feet of the property were notified in addition to the site being posted regarding this request. Staff was contacted by the property owner immediately north of the subject property who objected to the proposed application feeling the use would be unsightly and would negatively impact the surrounding properties within the area (**FIGURE 3**).

The site will be posted and postcards mailed prior to the Planning Commission's public hearing.

ANALYSIS OF REVIEW CRITERIA / MAJOR ISSUES / COMPREHENSIVE PLAN AND MASTER PLAN CONFORMANCE:

1. Review Criteria / Design and Development Issues:

By State law, the proposed land use requires a Certificate of Designation. Under City Code § 6.3.105, review of a Certificate of Designation for any operation processing solid waste within the City limits falls under the authority of the City Planning Commission.

The subject property is surrounded by both M-1 and M-2 zone districts with Sand Creek skirting the northwest corner of the property. The Drennan Industrial Park is considered one of the heavier industrial areas within the City, with a several metal recycling operations, a concrete batch plant, and a pre-cast concrete manufacturer among the nearby uses.

The original operation intended for the site was for a large recycling center accepting asphalt shingles primarily from roofing contractors. The applicant's tenant planned to accept asphalt shingles, shred the shingles on-site, and sell the material for reuse. However the tenant abandoned the operation and left the property owner with the existing stockpile of shingle materials.

The applicant cites existing high costs to properly remediate the site by removing the shingle stockpile to a local landfill, thus the applicant is seeking approval of the use variance to allow the landfill until a viable market for the reuse of the shingles becomes available.

The applicant has followed the processes for posting and review required by the Colorado Department of Public Health and Environment (CDPHE). The applicant has submitted for review a Closure Plan and Post-Closure Care and Maintenance Plan (**FIGURE 4**) for review to both the City and the CDPHE, and has received recommendation of approval from the State with conditions (**FIGURE 5**); one of the conditions is receiving approval for the local jurisdiction.

City Code § 6.3.106 outlines four (4) factors to be considered by the City Planning Commission when reviewing the Certificate of Designation. The following list, including the justifications that the Land Use Review Division considered while reviewing the application, contains the relevant review factors:

- A. *The effect that the solid waste disposal site or facility will have on the surrounding property, taking into consideration the types of processing to be used, surrounding property uses and values, and wind and climatic conditions.*

The site is located within an industrial area and surrounded by various industrial and commercial users. The proposal is to landfill the shingle stock pile by regrading the shingles and covering them with a 2.5-foot thick cover consisting of various types of soil, and hydro-mulching the soil to create a vegetative cover. Erosion and sediment control features will also be constructed to control potential runoff. Staff finds that surrounding properties values will not be adversely affected by this use.

- B. *The convenience and accessibility of the solid waste disposal site or facility to potential users*

The site is located in the southeast portion of the City, however the reclamation plan for the property is that no additional solid waste/shingles will be accepted at the location.

- C. *The ability of the applicant to comply with the health standards and operating procedures required by this article and by the "Solid Waste Disposal Sites And Facilities Act", part 1 of article 20 of title 30, Colorado Revised Statutes, and the regulations promulgated thereunder by the Colorado Department of Public Health and Environment found at 6 CCR 1007.2.*

A letter from the Colorado Department of Public Health and Environment has been provided to the City and notes that the health standards and operating procedures required by the State have been followed. (**FIGURE 5**)

- D. *Recommendations by the various departments and divisions of the Health Department.*

Various other departments reviewed the plan; Colorado Springs Utilities has requested changes in order for the plan to be acceptable (see below for additional information). Both El Paso County Environmental Health along with El Paso County Development Services both reviewed the request and had no comment, deferring to both the City and Colorado Department of Public Health & Environment.

The property is located within the Streamside Overlay where landfills are prohibited uses. The site is within an industrial area where the zoning on the north side of the creek is M-2 and the zoning on the south side of the creek is M-1. The development plan shows the streamside overlay on the northwest corner of the property. The development plan does not propose any grading or shingle stacking in the streamside overlay buffer and leaves a large open space between the streamside overlay buffers and the shingle stockpile due to the overhead electric transmission line. Staff is in support of the use variance due to the surrounding zoning and additional spacing between the stockpile and the stream.

Utility Comments

Located within the site is a 100-foot utility easement that is on the northern 1/3 of the property and which the current shingle stockpile is primarily located. The proposal would be to regrade the shingles to the south side of the property, moving the stockpile away from the overhead electric transmission lines.

Colorado Springs Utilities is allowing a slight encroachment within the 100-foot easement but is asking that the stockpile be moved a minimum of 25-feet from the centerline of the easement. CSU is also requesting that the applicant maintain a minimum 36" cover on an underground distribution concrete cap that is also located within the easement.

Conditions of Approval

The Commissioners may add additional conditions to the request as deemed necessary.

2. Conformance with the City Comprehensive Plan:

The 2020 Land Use Plan within the Comprehensive Plan indicates the site is within an Employment Center. The proposed landfill use is consistent with the Employment Center designation; landfills again are permitted use within M-2 zone district. The project is consistent with and conforms to the Comprehensive Plan.

3. Conformance with the Area's Master Plan:

This property is part of the Drennan Industrial master plan.

STAFF RECOMMENDATION:

ITEM: 6 CPC UV 14-00126 - QUASI-JUDICIAL

Approve the use variance and the development plan for the proposed landfill in the M-2/SS zone district based on the finding the request complies with the review criteria in City Code Section 7.5.803.B (Criteria for Granting a Use Variance) and Section 7.5.502.E (Development Plan Review Criteria) subject to compliance with the following conditions of approval and technical and/or informational modifications to the development plan:

Conditions of Approval

1. The property will not accept any additional waste, including shingles or construction debris.
2. Provide a financial assurance in the amount of mulch/hydro-mulch and landscaping to be secured prior to final approval.
3. Receive final approval with City Engineering on drainage report for the site.
4. Receive any State approvals as required.

Technical and/or Informational Modifications to the Development Plan

1. Confirm final stock pile design with Colorado Springs Utilities regarding:
 - a. Maintaining a minimum clearance of 25' from centerline of the OH transmission lines with maximum grade of 2%.
 - b. Maintaining a minimum depth of 36" of cover from the top the underground distribution concrete cap to the finished grade; this should be noted and demonstrated on the plans (Reference Drawing 11-2 of the Electric Line Extension & Service Standards).
2. Note seeding area to include the proposed detention basin.

October 31, 2014

Olesky Investments LLC

9345 Riviera Hills Drive

Greenwood Village, Colorado 80111

To City of Colorado Springs:

Three years ago Olesky Investments leased approximately 2 acres of property to Go Green Recycling. They were involved in the recycling of asphalt shingles. Go Green Recycling was highly written up for the great job they were doing in Kansas via providing a recycling site for asphalt shingles.

Unfortunately just a number of months later after the lease had been signed the rosy picture in Kansas had evaporated and a very expensive clean up was to ensue.

Olesky Investments signed a lease with Go Green Recycling. Within a couple months Go Green ceased paying the lease and the company had to go to court in front of Judge Winograd to arrange for back payments and worked out a reasonable option for the future. This plan worked for just a number of months before they stopped paying again and proceedings started to remove Go Green Recycling from the site.

Unfortunately it takes time to remove a delinquent renter. During this period of time hail hit Colorado Springs. Go Green Recycling in the following weeks after the hailstorm accumulated over 32,000 ton of asphalt shingles, which they collected dumping fees.

Olesky Investments worked with the Colorado State Attorney's Office to find the individual responsible but was not successful. It should be noted that this individual was implicated for the same crime in other states.

During the past 2 years Olesky Investments has been working with the State of Colorado to find a way to move these shingles, which are recycled in numerous states, but not Colorado due to severe temperature changes according to the Colorado Asphalt Association. At the present time, short of hauling them to a landfill, at a cost of over \$1 million, no practical solution has been developed.

The asphalt shingles are located at 3320-30 Drennan Industrial Loop North, in a heavy industrial zoned part of town. Its neighbors consist of metal recyclers, sand pits, asphalt plants, and a pre-stress building manufacturer.

Our request is for the right to improve the present conditions by blending the pile in with the surroundings, and creating a storage area until the product can be recycled. Should you not allow this, Olesky Investments will suffer an extreme financial loss. As of today Olesky Investments has already spent approximately \$40,000.00 cleaning up material, which could not be, recycled left by Go Green Recycling.

Olesky Investments is attempting to correct a serious problem. We are not asking for any outside financial help, only the time to find markets to recycle this product without bankrupting the Company, and yet making the surroundings aesthetically pleasing.

Olesky Investments has worked with both the State of Colorado and Colorado Springs Zoning. They have removed material, which were known to be non-recyclable and moved portions of the pile which were troublesome. They have

worked with their immediate neighbors' to mitigate any problems.

Olesky Investments is asking for a USE VARIANCE which will preserve property rights of all neighboring properties.

Neil Olesky

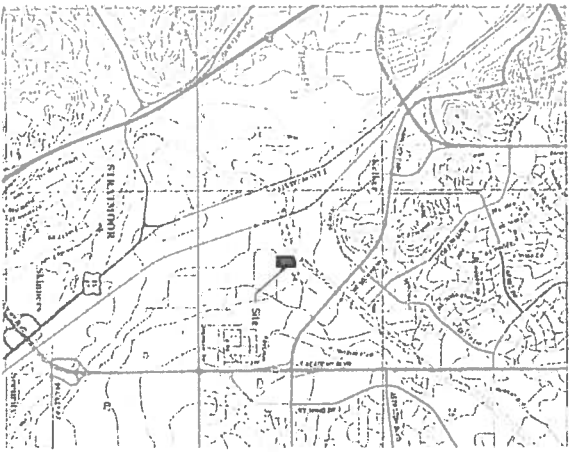
Manager for Olesky Investments

303-981-7908

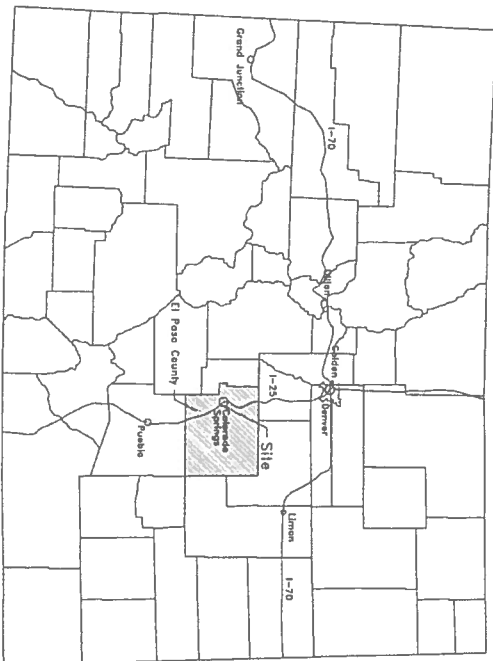
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SHINGLE PILE REMEDIATION
LOTS 1 & 2
DRENNAN INDUSTRIAL CENTER, FILING NO. 12
COLORADO SPRINGS, COLORADO
CPC UV 14-00126

Vicinity Map



Colorado



STANDARD NOTES

1. ANY LAND DISTURBANCE BY ANY OWNER, DEVELOPER, BUILDER, CONTRACTOR, OR OTHER PERSON SHALL COMPLY WITH THE BASIC GRADING, EROSION AND STORMWATER QUALITY CONTROL REQUIREMENTS AND GENERAL PROHIBITIONS NOTED IN THE DRAINAGE CRITERIA MANUAL VOLUME II.
2. NO CLEARING, GRADING, EXCAVATION, FILLING, OR OTHER LAND DISTURBING ACTIVITIES SHALL BE PERMITTED UNTIL SIGNOFF AND ACCEPTANCE OF THE GRADING PLAN AND EROSION AND STORMWATER QUALITY CONTROL PLAN IS RECEIVED FROM ENGINEERING DEVELOPMENT REVIEW DEPARTMENT (EDRD).
3. THE INSTALLATION OF THE FIRST LEVEL OF TEMPORARY EROSION CONTROL FACILITIES AND BMP'S SHALL BE INSTALLED AND INSPECTED PRIOR TO ANY EARTH DISTURBANCE OPERATIONS TAKING PLACE. CALL CITY STORMWATER INSPECTIONS, 345-5950, 24 HOURS PRIOR TO CONSTRUCTION.
4. SEWAGE PUMP AND DIRT TRANSPORTED ONTO A PUBLIC ROAD, REGARDLESS OF THE SIZE OF THE SITE, SHALL BE CLEANED IMMEDIATELY.
5. CONCRETE WASH WATER SHALL NOT BE DISCHARGED TO OR ALLOWED TO RUNOFF TO STATE WATERS, INCLUDING ANY SURFACE OR SUBSURFACE STORM DRAINAGE SYSTEM OR FACILITIES.
6. SOIL EROSION CONTROL MEASURES FOR ALL SLOPES CHANGED OR ANY DISTURBED LAND AREA SHALL BE COMPLETED WITHIN TWENTY-ONE (21) CALENDAR DAYS AFTER FINAL GRADING OR FINAL EARTH DISTURBANCE HAS BEEN COMPLETED. MEASURES SHALL BE COMPLETED WITHIN SEVEN (7) CALENDAR DAYS AFTER THE LAST DAY OF CONSTRUCTION. MEASURES SHALL BE MAINTAINED UNTIL PERMANENT SOIL EROSION CONTROL MEASURES ARE IMPLEMENTED.
7. THE GRADING AND EROSION CONTROL PLAN SHALL BE SUBJECT TO REVISION AND BE ACCEPTANCE BY EDRD SHOULD ANY OF THE FOLLOWING OCCUR: GRADING DOES NOT COMMENCE WITHIN TWENTY-ONE (21) MONTHS OF THE CITY ENGINEER'S ACCEPTANCE OF THE PLAN, A CHANGE IN PROPERTY OWNERSHIP, PROPOSED DEVELOPMENT CHANGES, OR PROPOSED GRADING REVISIONS.
8. THE PLAN SHALL NOT SUBSTANTIALLY CHANGE THE DENSITY OF COVER OR ACCESS EXISTING UTILITY LINES. ACCEPTANCE OF THE PLAN DOES NOT CONSTITUTE APPROVAL TO GRADE IN ANY MANNER OR TO DEVIATE FROM ANY UTILITY ESTABLISHMENTS. ANY CHANGES TO UTILITY RIGHTS-OF-WAY WITHOUT THEIR WRITTEN APPROVAL, IT IS NOT PERMISSIBLE FOR ANY PERSON TO MODIFY THE GRADE OF THE EARTH OR ANY COLORADO SPRINGS UTILITIES EXISTING UTILITY FACILITIES TO ACCOMMODATE THE PLAN MUST BE APPROVED BY THE AFFECTED UTILITY OWNER PRIOR TO IMPLEMENTING THE PLAN. THE COST TO RELOCATE OR PROTECT EXISTING UTILITIES OR TO PROVIDE INTERNAL ACCESS IS THE APPLICANT'S EXPENSE.
9. CONSTRUCTION TIMING:
 - ANTICIPATED STARTING AND COMPLETION TIME PERIOD OF SITE GRADING: FALL, WINTER 2014
 - EXPECTED DATE ON WHICH THE FINAL STABILIZATION WILL BE COMPLETED: SPRING, SUMMER 2015
10. ZONING: M-25a
11. PROPOSED USE: LANDFILL
12. SITE AREA: 2.1 acres
13. PARKING: N/A
14. RECEIVING WATERS: SAND CREEK DRAINAGE BASIN

DEVELOPER/OWNER'S STATEMENT

THE OWNER WILL COMPLY WITH THE REQUIREMENTS OF THE EROSION AND STORMWATER QUALITY CONTROL PLAN AND ACKNOWLEDGE THE RESPONSIBILITY TO DETERMINE WHETHER THE CONSTRUCTION OF THIS PROJECT WILL BE IN ACCORDANCE WITH THE CITY OF COLORADO SPRINGS DRAINAGE CRITERIA MANUAL, VOL. I (OCTOBER 1994) AND VOL. 2 (JUNE 2002), LATEST REVISIONS FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY.

DEVELOPER/OWNER SIGNATURE: _____

NAME OF DEVELOPER/OWNER: NEIL OLESKY

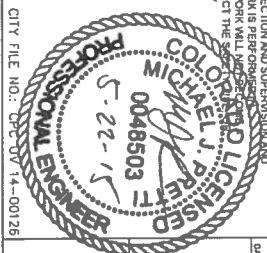
DATE: _____

PHONE: 719.397.9321
FAX: 719.397.9321
EMAIL: NEIL@WESTERNSTEEL.CO.COM
ADDRESS: 3320 DRENNAN INDUSTRIAL LOOP N.
COLORADO SPRINGS, CO 80910

ENGINEER'S STATEMENT

PLAN HAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IF SUCH WORK IS PERFORMED IN ACCORDANCE WITH THE GRADING AND EROSION CONTROL PLAN, THE WORK WILL NOT SUBSTANTIALLY AFFECT THE STABILITY OF EXISTING UTILITY LINES OR ADVERSELY AFFECT THE STABILITY OF A PUBLIC WAY, DRAINAGE CHANNEL, OR OTHER PROPERTY REGISTERED ENGINEER'S SIGNATURE: _____

NAME OF REGISTERED ENGINEER: MICHAEL J. PRETTI
ADDRESS: 8000 W. 14TH AVE. LAKEWOOD, CO 80214
PHONE: 303.239.9011
FAX: 303.239.0715
EMAIL: MPRETTI@KRWCONSULTING.COM



CITY FILE NO.: CPC UV 14-00126

CITY OF COLORADO SPRINGS GRADING AND EROSION CONTROL REVIEW

THIS GRADING PLAN IS FILED IN ACCORDANCE WITH SECTION 7.1.1(3) (ENACTED AS ORD 8236) OF THE CODE OF THE CITY OF COLORADO SPRINGS DRAINAGE CRITERIA MANUAL, VOL. I (OCTOBER 1994) AND VOL. 2 (JUNE 2002), LATEST REVISIONS

FOR THE CITY ENGINEER: _____ DATE: _____

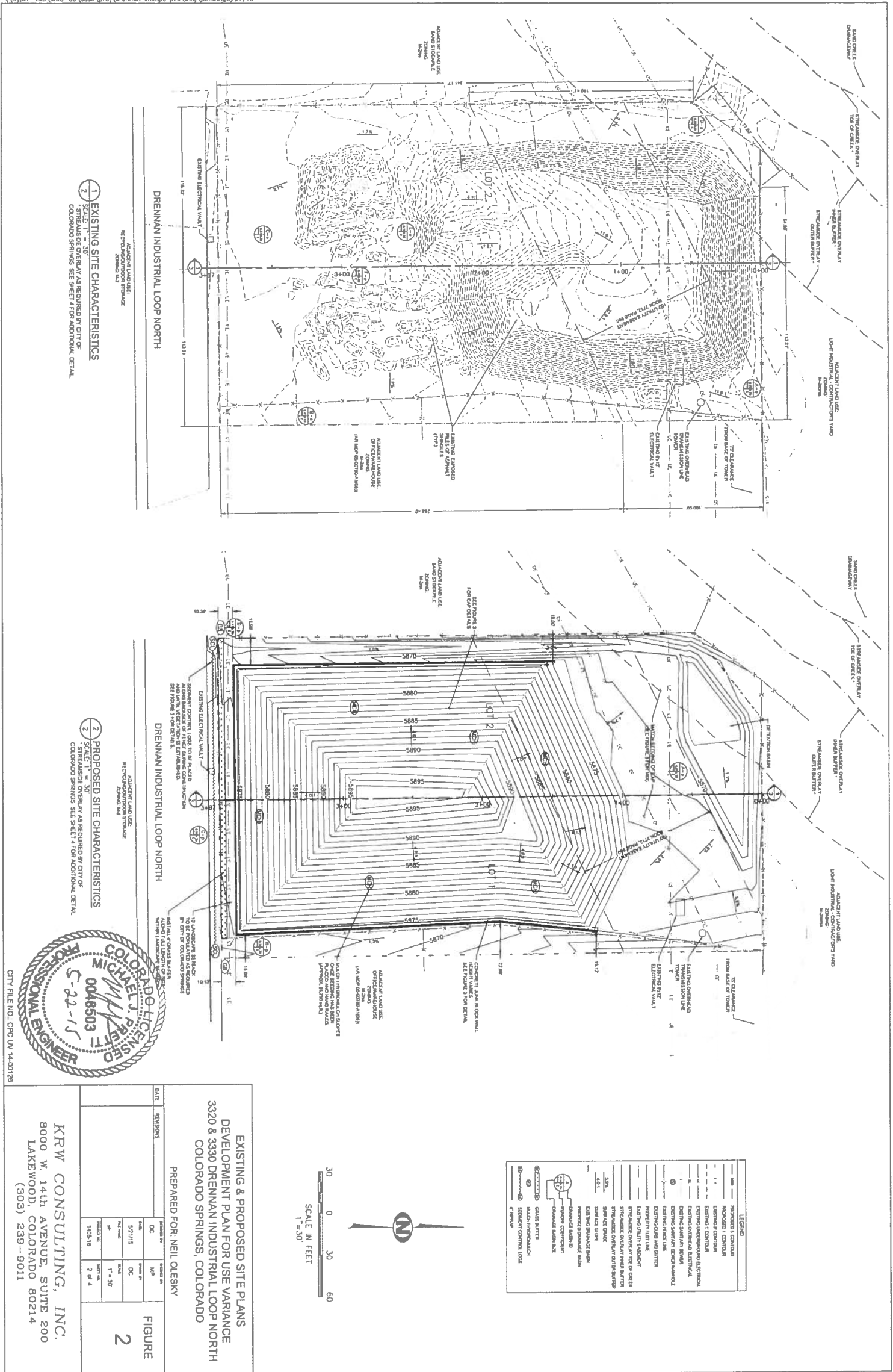
SITE MAP AND STATEMENTS
DEVELOPMENT PLAN FOR USE VARIANCE
3320 & 3330 DRENNAN INDUSTRIAL LOOP NORTH
COLORADO SPRINGS, COLORADO

PREPARED FOR: NEIL OLESKY

DATE	REVISIONS	BY	DATE	FIGURE
1/8/15			DC	1
1/14/2009			DC	
1/14/2009			DC	

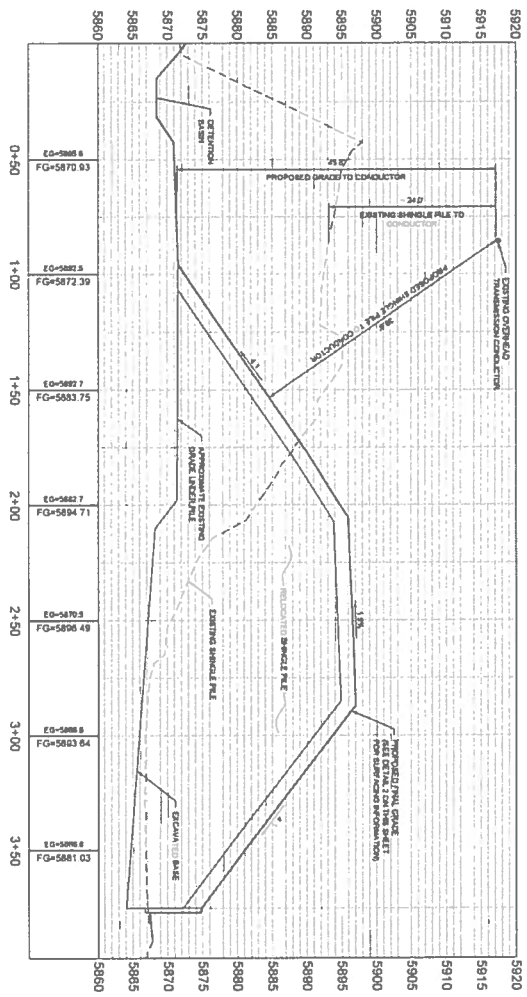
KRW CONSULTING, INC.
8000 W. 14th AVENUE, SUITE 200
LAKEWOOD, COLORADO 80214
(303) 239-9011

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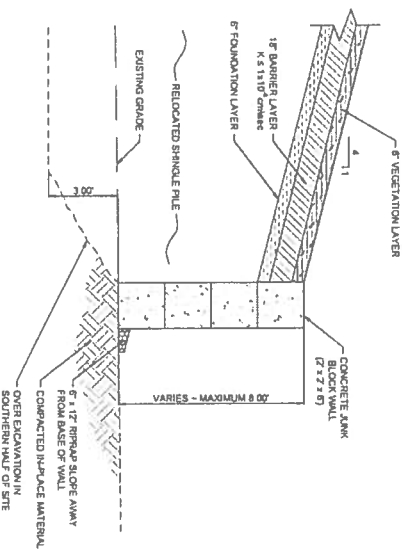


CITY FILE NO. CPC UV 14-00178

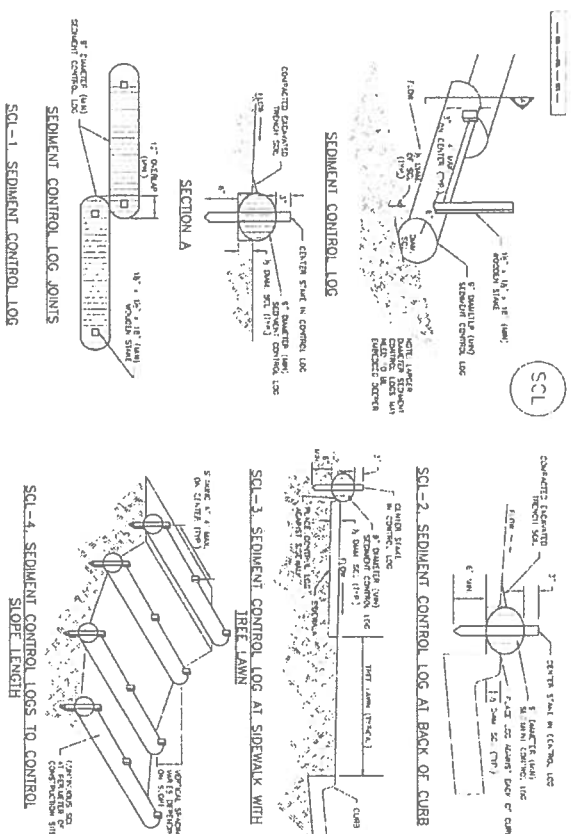
\\hper-v03\hw-d-ca\sds\lproj\drennan shingle pile\dwg\pro-cat.dwg,5/21/15



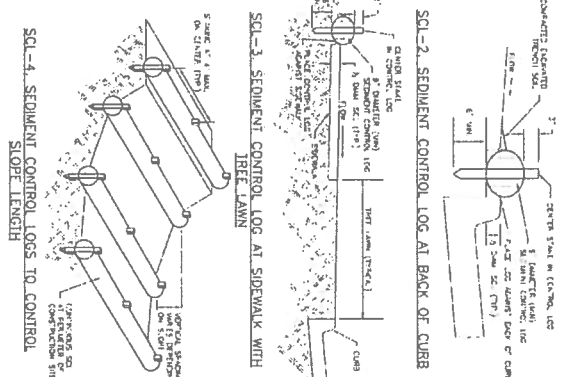
1 CROSS SECTION AT MIDLINE OF SITE
SCALE: 1" = 10' VERTICAL



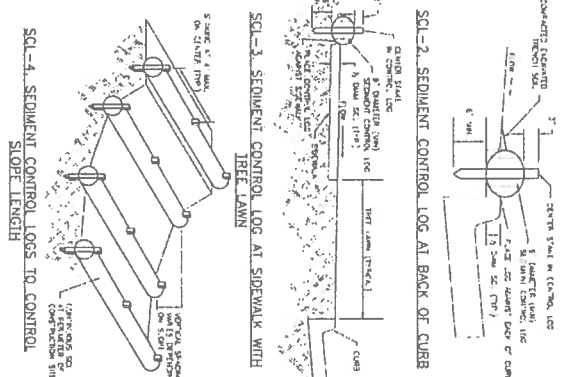
2 TYPICAL WALL SECTION
SCALE: 1" = 3'



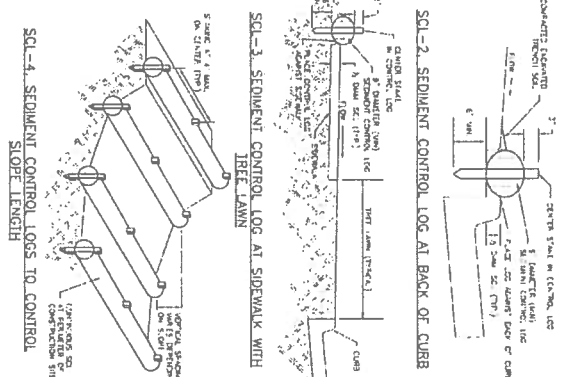
SCL-1 SEDIMENT CONTROL LOG JOINTS



SCL-2 SEDIMENT CONTROL LOG AT BACK OF CURB



SCL-3 SEDIMENT CONTROL LOG AT SIDEWALK WITH IRREGULAR JOINTS



SCL-4 SEDIMENT CONTROL LOGS TO CONTROL SLOPE LENGTH

Grass Species	Common Name	Loose PLS/SP	Percent PL/SP	Seeds/Lb
Agropyron arabit	Wildern Vinnegrass	6	32.96	110,000
Bouteloua gracilis	Blue Grama	1.8	9.96	625,000
Bouteloua curtipendula	Sodgrass	2	10.55	980,000
Distichlis spicata	Spikerush	0.2	1.05	50,000
Galium aparine	Bedstraw	0.1	0.55	132,000
Lolium perenne	Perennial Ryegrass	0.1	0.55	180,000
Poa annua	Annual Ryegrass	0.1	0.55	260,000
Poa trivialis	Perennial Ryegrass	0.1	0.55	260,000
Sanatium sparganium	Slender Sparganium	1.4	7.28	260,000
Sporobolus vaginatus	Slender Sparganium	0.1	0.55	5,298,000
Sporobolus vaginatus	Slender Sparganium	0.1	0.55	181,000
Slope variable				
Total		18.28	100 percent	7,488,000

The short grass species mix is used along the outside of the setback areas and perimeter to and around buildings. It should be maintained to a height of approximately 18 to 24 inches and should be mowed infrequently.

3 PERMANENT SEEDING NOTES
SCALE: N/A

SEDIMENT CONTROL LOG INSTALLATION NOTES:
1. SET FROM THE TOP CORNER AND CENTER OF SEDIMENT CONTROL LOG.
2. SET FROM THE TOP CORNER AND CENTER OF SEDIMENT CONTROL LOG.
3. SEDIMENT CONTROL LOGS SHALL BE INSTALLED AT THE CORNERS AND AT THE CENTER OF THE SEDIMENT CONTROL LOG.
4. SEDIMENT CONTROL LOGS SHALL BE INSTALLED AT THE CORNERS AND AT THE CENTER OF THE SEDIMENT CONTROL LOG.
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**CROSS SECTIONS & DETAILS
DEVELOPMENT PLAN FOR USE VARIANCE
3320 & 3330 DRENNAN INDUSTRIAL LOOP NORTH
COLORADO SPRINGS, COLORADO**

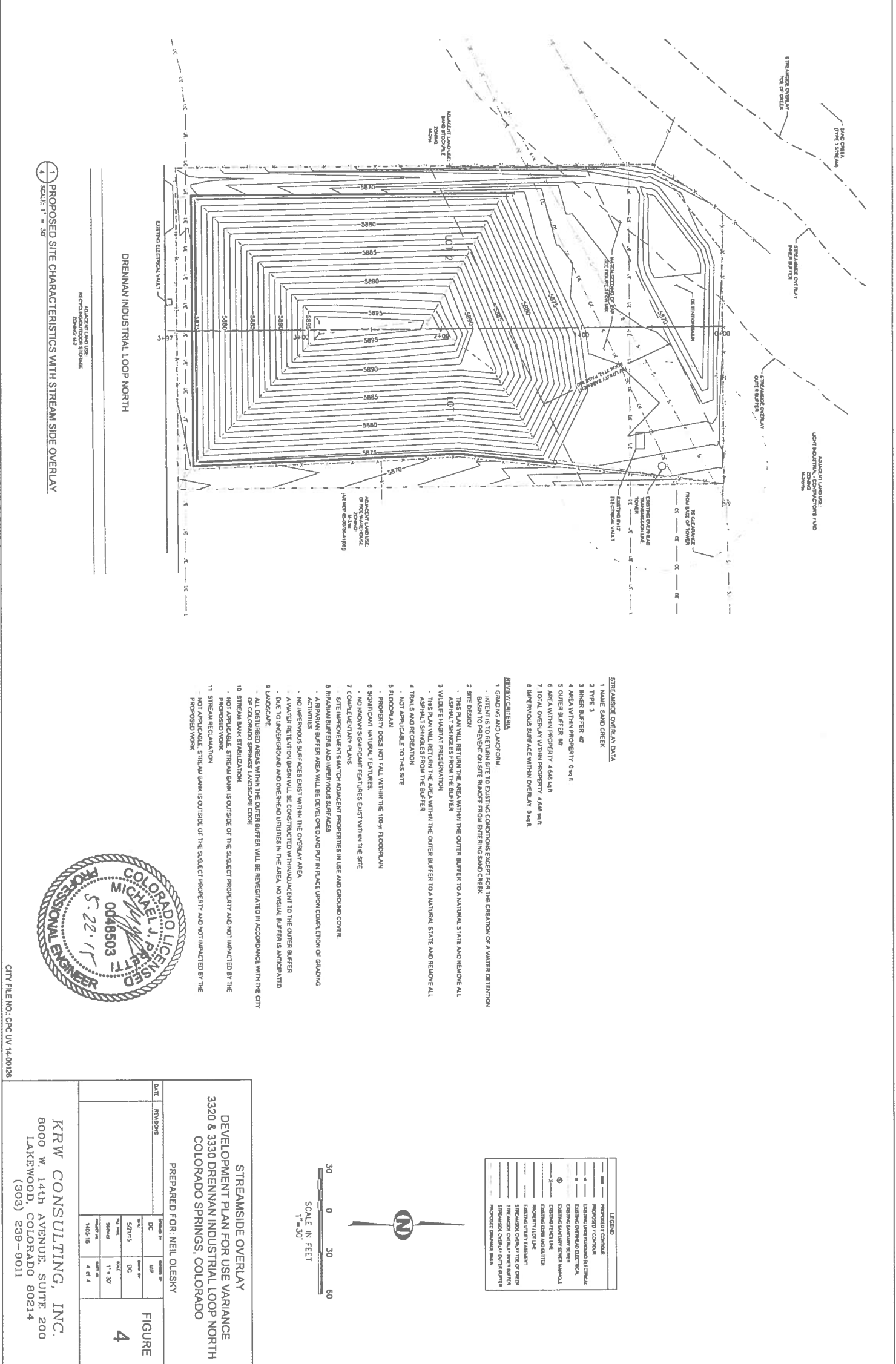
PREPARED FOR: NEIL OLESKY

DIST.	REVISIONS	DATE	BY	APP.	DESCRIPTION
		06/15/16			FIGURE 3

KRW CONSULTING, INC.
8000 W. 14th AVENUE, SUITE 200
LAKEWOOD, COLORADO 80214
(303) 239-9011

CITY FILE NO. CPC UV 1440128

\\hyper-v03\kwd-co\sdak\proj\drannan_shingle_ple\deg\asover.dwg.5/21/15



1 PROPOSED SITE CHARACTERISTICS WITH STREAM SIDE OVERLAY
 SCALE: 1" = 30'

- STREAMSIDE OVERLAY DATA**
- 1 NAME SAND CREEK
 - 2 TYPE 3
 - 3 RIBNER BUFFER 40'
 - 4 AREA WITHIN PROPERTY 0.448 A
 - 5 OUTER BUFFER 80'
 - 6 AREA WITHIN PROPERTY 4.646 A
 - 7 TOTAL OVERLAY WITHIN PROPERTY 4.646 A
 - 8 IMPERVIOUS SURFACE WITHIN OVERLAY 0.448 A

REVISIONS

- 1 GRADING AND LANDSCAPE
- INTENT IS TO RETURN SITE TO EXISTING CONDITIONS EXCEPT FOR THE CREATION OF A WATER DETENTION BASIN TO PREVENT ON-SITE RUNOFF FROM EXTERING SAND CREEK
- 2 SITE DESIGN
- THIS PLAN WILL RETURN THE AREA WITHIN THE OUTER BUFFER TO A NATURAL STATE AND REMOVE ALL ASPHALT SHINGLES FROM THE BUFFER
- 3 WILDLIFE HABITAT PRESERVATION
- THIS PLAN WILL RETURN THE AREA WITHIN THE OUTER BUFFER TO A NATURAL STATE AND REMOVE ALL ASPHALT SHINGLES FROM THE BUFFER
- 4 TOOLS AND RECREATION
- NOT APPLICABLE TO THIS SITE
- 5 FLOODPLAIN
- PROPERTY DOES NOT FALL WITHIN THE 100-YR FLOODPLAIN
- 6 SIGNIFICANT NATURAL FEATURES
- NO KNOWN SIGNIFICANT FEATURES EXIST WITHIN THE SITE
- 7 COMPLEMENTARY PLANS
- SITE IMPROVEMENTS MATCH ADJACENT PROPERTIES IN USE AND GROUND COVER.
- 8 RIPARIAN BUFFERS AND IMPERVIOUS SURFACES
- ADJACENT BUFFER AREA WILL BE DEVELOPED AND PUT IN PLACE UPON COMPLETION OF GRADING ACTIVITIES
- NO IMPERVIOUS SURFACES EXIST WITHIN THE OVERLAY AREA
- A WATER RETENTION BASIN WILL BE CONSTRUCTED WITHIN ADJACENT TO THE OUTER BUFFER
- DUO TO UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA, NO VISUAL BUFFER IS ANTICIPATED
- 9 LANDSCAPE
- ALL DISTURBED AREAS WITHIN THE OUTER BUFFER WILL BE REVEGETATED IN ACCORDANCE WITH THE CITY OF COLORADO SPRINGS LANDSCAPE CODE
- 10 STREAM BANK STABILIZATION
- NOT APPLICABLE, STREAM BANK IS OUTSIDE OF THE SUBJECT PROPERTY AND NOT IMPACTED BY THE PROPOSED WORK
- 11 STREAM RECALCULATION
- NOT APPLICABLE, STREAM BANK IS OUTSIDE OF THE SUBJECT PROPERTY AND NOT IMPACTED BY THE PROPOSED WORK

LEGEND

---	PROPERTY CONTROL
---	NEIGHBOR'S CONTROL
---	EXISTING UNDERGROUND UTILITIES
---	EXISTING SURFACE UTILITIES
---	EXISTING SANITARY SEWER MAINS
---	EXISTING TRUCK LANE
---	EXISTING CURB AND GUTTER
---	PROPERTY LOT LINE
---	EXISTING DRIVE
---	EXISTING DRIVE
---	STREAMSIDE OVERLAY 10' BUFFER
---	STREAMSIDE OVERLAY 10' BUFFER
---	STREAMSIDE OVERLAY 10' BUFFER
---	PROPOSED DRAINAGE BASIN



30 0 30 60
 SCALE IN FEET
 1" = 30'



CITY FILE NO.: CPC LV 14-00128

**STREAMSIDE OVERLAY
 DEVELOPMENT PLAN FOR USE VARIANCE
 3320 & 3330 DRENAN INDUSTRIAL LOOP NORTH
 COLORADO SPRINGS, COLORADO**

PREPARED FOR: NEIL OLESIVY

DATE	REVISIONS	DESIGN BY	CHECK BY
		SRN/IS	DC
		SRN/IS	DC
		SRN/IS	DC
		SRN/IS	DC

FIGURE 4

KRW CONSULTING, INC.
 8000 W. 14th AVENUE, SUITE 200
 LAKEWOOD, COLORADO 80214
 (303) 239-9011

Schultz, Michael

From: DQCon@aol.com
Sent: Sunday, November 30, 2014 6:08 PM
To: Schultz, Michael
Subject: Public Notice CPC UV 14-00126

Hi Mike, Address of concern: 3320 & 3330 Drennan Industrial Loop. Thank you for talking with us last week, we expressed our concerns to you verbally and you suggested we email them to you. We OPPOSE this use variance to allow a landfill (shingle remediation) . We are separated from this property by a fence, granted M1 zoning might allow for landfill use, is this what you want? what is there to say that the surrounding properties don't want to do the same thing with their properties, because once you allow a dump on one property the surrounding properties will become just that. Does the City of Colorado Springs want a dump in the middle of town? You said this property was leased for the process of recycling asphalt shingles, who granted this permit without notifying the surrounding property owners, obviously someone did not understand the consequences that come from combustible materials especially stockpiled underneath power lines. The property owner leased out the property, you said the property owner did not secure a bond from the lessor, the property owner should be responsible for the cleanup clear and simple. The landfill use variance will greatly reduce the value of our property.

Sincerely,

Doris and Scott Hendricks
3415 Astrozon Ct.
Colorado Springs, CO 80910

KRW CONSULTING, INC.

**CLOSURE PLAN AND
POST-CLOSURE CARE AND MAINTENANCE PLAN
LOTS 1 AND 2, DRENNAN INDUSTRIAL CENTER
COLORADO SPRINGS, COLORADO**

Prepared For:

Neil Olesky
Western Steel, Inc.
Colorado Springs, Colorado

Prepared by:



KRW Consulting, Inc.
8000 W. 14th Avenue, Suite 200
Lakewood, CO 80214

A handwritten signature in black ink, appearing to read "Doug Eagleton".

Doug Eagleton, P.E.
Principal Engineer



A handwritten signature in black ink, appearing to read "Michael J. Pretti".

Michael J. Pretti, P.E.
Principal Engineer

Project No. 1405-16
Date: May 2015

TABLE OF CONTENTS

	<u>Page</u>
TABLE OF CONTENTS.....	ii
1.0 INTRODUCTION.....	1
1.1 Purpose.....	1
1.2 Facility Information.....	1
1.3 Project Background.....	1
2.0 CLOSURE AND RECLAMATION.....	3
2.1 General Information.....	3
2.2 Final Cover Design.....	3
2.2.1 Containment Area and Cover Placement.....	4
2.2.2 Seedbed Preparation and Seeding.....	4
2.2.3 Fertilization.....	5
2.2.4 Erosion Control.....	5
2.3 Surface Water Drainage Control.....	6
2.4 Closure Schedule and Notification.....	6
3.0 POST-CLOSURE CARE AND SITE MAINTENANCE.....	7
3.1 General Requirements.....	7
3.2 Groundwater Monitoring.....	7
3.3 Gas Monitoring.....	7
3.4 Site Inspections.....	7
3.5 Post-Closure Land Use.....	8
3.6 Environmental Covenant.....	8
3.7 Financial Assurance Plan.....	8

Appendices

Appendix A - Site Map and Statements

Appendix B - NCRS Soils Information and Map

Appendix C - Waiver Request

Appendix D - Construction Quality Assurance/Quality Control Plan

Appendix E - Site Inspection Form

1.0 INTRODUCTION

1.1 Purpose

This Closure Plan and Post-Closure Care and Maintenance Plan (Plan), prepared for Lots 1 and 2 of the Drennan Industrial Center, Colorado Springs, Colorado, contains the Facility's closure requirements, steps necessary for closure of a shingle pile located at the site, and Post-Closure care and maintenance procedures. Mr. Neil Olesky, Property Owner, intends to pursue closure of the site in accordance with the provisions of the Colorado "Regulations Pertaining to Solid Waste Sites and Facilities," 6 CCR 1007-2 (Regulations), Subsections 2.5 and 3.5. The Closure Plan is presented in Section 2.0 of this document. As discussed in Sections 3.2 and 3.3 of this Closure Plan, waivers of groundwater monitoring and gas monitoring requirements will be requested herein (Appendix C).

Section 3.0 herein discusses Post-Closure care and site maintenance that will be performed following closure of the site.

Subsection 1.8 of the Regulations contains the associated financial assurance requirements.

1.2 Facility Information

Lots 1 and 2 of the Drennan Industrial Center, Filing No. 12, are located on Drennan Industrial Loop N in the Drennan Industrial Park, as recorded in Plat Book D-4 at Page 92 and as shown on the attached figures. Lot 1 contains approximately 1.01 acres (44,000 sq. ft.) and Lot 2 contains approximately 1.00 acres (43,700 sq. ft.). The site is at an elevation of 5,872 feet above mean sea level. Soils within the area have been mapped by USDA's Natural Resources Conservation Service (NRCS) and are classified within hydrologic group "A." See Appendix B for site soils information and mapping.

1.3 Project Background

The property is owned by Mr. Neil Olesky, owner of Olesky Investments, LLC of Greenwood Village, Colorado. In the early 1980s, the site was used for an asphalt plant. Mr. Olesky purchased the property in the late 1990s with the intent of using the entire property for his new business venture, Western Steel, a seller of new and used steel. However, only a portion of the property was needed for Western Steel and the remainder was leased to Western Scrap Processing from 2010 to 2011. Go Green Recycling, an asphalt shingle recycler from Kansas City, Missouri, leased the property for asphalt shingle storage in 2011, with the intent of removing the shingles for eventual recycling. However, legal issues between Olesky Investments and Go Green Recycling resulted in Go Green subsequently illegally abandoning the site and leaving Olesky Investments with a 32,000 ton stockpile of shingles on this approximately 2 acre parcel.

Mr. Olesky pursued proper disposal of the shingles in a licensed landfill, however that was found to be cost prohibitive. KRW Consulting, Inc. (KRW) has prepared this Certificate of Designation (CD) application on behalf of Mr. Olesky. This CD application includes the following:

- Closure and post-closure financial assurance cost estimates and mechanism in accordance with Section 1.8 of the Regulations. The financial assurance information is submitted as a separate document that accompanies the CD application.
- A Closure Plan that meets the relevant requirements of Sections 2.5 and 3.5 of the Regulations is discussed in Section 2.0 of this document. The Closure Plan also includes a

discussion regarding suspect asbestos-containing materials in accordance with the Act and Regulations.

- A Construction Quality Assurance and Quality Control Plan (CQAQC Plan) prepared in accordance with Section 3.3.3 of the Regulations is included herein as Appendix D.
- A Post-Closure Plan that meets the relevant requirements of Sections 2.6 and 3.6 of the Regulations is discussed in Section 3.0 of this document. Waiver requests for groundwater monitoring and gas monitoring are discussed in Sections 3.2 and 3.3 of this document. The waiver requests were prepared in accordance with Section 1.5 of the Regulations.
- The Colorado Environmental Covenants Act, C.R.S. § 25- 15-317 *et seq.*, requires either an Environmental Covenant or a Notice of Environmental Use Restriction ("Restrictive Notice") be placed on sites where waste is left in place [see C.R.S. § 25-15-320(2)]. The drafting of an Environmental Covenant or Restrictive Notice will be deferred until after the City of Colorado Springs makes a determination regarding the CD application. Section 3.6 of this document discusses the Environmental Covenant.

2.0 CLOSURE AND RECLAMATION

2.1 General Information

As discussed above, the property has been owned by Mr. Olesky since the late 1990s when it was purchased with the intention of using the entire property for Western Steel, a seller of new and used steel. Go Green Recycling leased a portion of the property for asphalt shingle storage and subsequent recycling in 2011, but Go Green abandoned the site leaving Olesky Investments with a 32,000 ton stockpile of shingles on this approximately 2 acre parcel.

Of the 32,000 tons of asphalt shingles on site, Mr. Olesky indicated that shingles from 2 roofs, at the most, had a paint coating containing asbestos. Mr. Olesky was told by Mr. Brian Long of CDPHE that no action to mitigate the potentially asbestos-containing shingles would be necessary unless these shingles were shredded. Mr. Olesky does not plan to shred shingles.

During any construction activities that will disturb the shingle pile, a Qualified Project Monitor (QPM), meeting the training requirements of 5.5.3(C) 1) through 4) of the Regulations, will be onsite to observe and document the segregation of suspect asbestos-containing materials. Please refer to Appendix C for a waiver request for 5.5.3(C) 5). Additionally, non-shingle materials such as drums, batteries, or containers with suspect material will be segregated and properly disposed of. Non-shingle material such as clean glass, metal, or wood, will not be segregated and will remain onsite.

2.2 Final Cover Design

The cover designed for this site will consist of the following:

- Regrading of the shingle pile, including installation of an up to 8-foot high perimeter wall consisting of concrete blocks
- Placement and compaction of a 2.5-foot thick cover consisting of:
 - 6 inches of foundation layer soil placed over the shingles
 - 18 inches of barrier layer consisting of low hydraulic conductivity ($\leq 1 \times 10^{-5}$ cm/sec) clayey soil
 - 6 inches of topsoil
- Construction of erosion and sediment control features
- Placement of fertilizer, seed, and mulch.

**Table 1
 Components of the Final Cover**

Component	Soil Description
Foundation Layer	0.5 feet of unspecified, non-organic fill
Barrier Layer	1.5 feet (minimum) with a compacted hydraulic conductivity of 1×10^{-5} cm/sec or less.
Vegetative Cover Layer	0.5 foot (minimum) capable of supporting the specified vegetation. This uppermost layer will be firm but not compacted to allow seeding with the appropriate post-closure vegetation species.

2.2.1 Containment Area and Cover Placement

A containment area will be created by placement of 2-foot by 2-foot by 6-foot long interlocking concrete blocks along the east, west, and south perimeter of the site. Regrading of the shingle pile will be done to contain the shingles within the containment area. Slopes will not exceed 4:1, nor be less than 5 percent.

Following grading, the 6-inch foundation layer will be placed over the shingles to create a more stable and uniform surface for placement of the overlying 18-inch thick low hydraulic conductivity barrier layer. The barrier layer soil will be placed in loose lifts, not to exceed 8 inches in thickness, and compacted to attain maximum 6-inch thick lifts. Testing of the in-place barrier layer will be performed in accordance with the CQAQCP (Appendix D) to document that the proper physical properties of the infiltration layer have been achieved.

As areas of barrier layer are completed and certified, the 6-inch thick vegetative layer, or topsoil layer, will be placed. The vegetative layer will be capable of sustaining the specified vegetation. It may be necessary to roughen the compacted soil surface prior to placement of the topsoil layer to allow adequate binding with the underlying soil; however, this work will be performed in such a manner that will not compromise the integrity and function of the underlying barrier layer.

2.2.2 Seedbed Preparation and Seeding

The seedbed shall be well settled and firm, but friable enough that seed can be placed at depths of 0.25 to 0.75 inch. The seedbed shall be free of weeds. Soils above the infiltration layer that have been compacted by traffic or equipment shall be tilled to break up layers that could restrict rooting depth. These tilled areas shall then be slightly compacted to provide a firm seed bed. Tillage operations shall be conducted primarily across the slope (on the contour), taking care not to till into the compacted infiltration layer. Seed shall be hand broadcast or drill seeded, depending on the application area size and accessibility, and lightly raked to incorporate into the seedbed.

The species to be seeded and the seeding rates are listed in Table 2. These species were selected in conjunction with Bureau of Land Management recommendations, based on species compatibility with the climate, integrity of the cover, and surrounding vegetation and soils. The seeding rates presented in Table 2 are based on pure live seed (PLS); therefore, the actual amount of seed applied

should be based on the percent purity and germination of the seed supplied. Seeding should be conducted between June and October for the species selected.

**Table 2
 Seed Mixture for Reclamation of Disturbed Areas**

Species	PLS lbs./acre
Blue grama (<i>Bouteloua gracilis</i>)	1.8
Sideoats grama (<i>Bouteloua curtipendula</i>)	2.0
Western wheatgrass (<i>Agropyron smithii</i>)	6.0
Buffalo grass (<i>Buchloe dactyloides</i>)	6.0
Blanketflower (<i>Gaillardia aristata</i>)	0.2
Gayfeather (<i>Liatris punctate</i>)	0.1
Purple Prairie Clover (<i>Petalostamum purpureum</i>)	0.1
Prairie Coneflower (<i>Ratibida columnaris</i>)	0.06
Little Bluestem (<i>Schizachyrium scoparium</i>)	1.4
Sand Dropseed (<i>Sporobolus cryptandrus</i>)	0.1
Green Needlegrass (<i>Stipa viridula</i>)	0.5
Total:	18.26

2.2.3 Fertilization

Fertilizer application rates will be determined based on the fertilizer manufacturer’s recommended application rate or soil testing performed on potential soils, and on the seed mix specified in Section 2.2.2 of this Closure Plan. Application of fertilizer and mulch shall be performed by hydromulch procedures.

2.2.4 Erosion Control

The seedbed will be protected from wind and water erosion prior to establishment of permanent vegetation by the application of hydromulch following seeding.

Reclaimed areas shall be protected from grazing and trampling until the seed is well established (generally a minimum of two years from the time of seeding). Weeds shall be controlled by mechanical means (e.g, mowing) as appropriate during seedling establishment. Care shall be taken not to damage seedlings during mowing operations.

Long-term erosion control shall be accomplished by maintenance of the specified vegetation on the cover and maintenance of the drainage structures and contours illustrated on attached Figures 2 and 3.

2.3 Surface Water Drainage Control

As required by Section 3.5.2 of the Regulations, final grades shall promote surface water runoff and minimize erosion, and shall have slopes no less than 5 percent (20:1) and no greater than 25 percent (4:1).

The site is located within the Sand Creek drainage basin. The East Fork of Sand Creek runs along the northwestern corner of the property. The existing grade of the north quarter of the site gently slopes towards the East Fork of Sand Creek. The remainder of the site slopes at approximately 1.5 percent toward Drennan Industrial Loop.

Regrading and covering of the shingle pile will prevent infiltration of surface water, precipitation, and shingle exposure. The vegetative layer will be fertilized, seeded, and mulched. A healthy stand of vegetation on the cover will effectively protect it from erosion and will enhance evapotranspiration of water that could infiltrate the cover. A stormwater runoff system sized to control runoff from the 24-hour, 100-year storm event will be constructed.

Rip rap will be placed to minimize erosion along the base of the concrete block wall as runoff moves to the south of the site. A grass buffer will be planted along the southern line of the site, within the 10 foot landscape setback, to provide additional filtration and slowing runoff onto Drennan Loop. A detention basin with a 5,254 cubic feet of storage capacity will be constructed in the northwest corner of Lot 2 to intercept the runoff and provide water quality capture volume. During an extreme rain event, greater than the 100-year storm, pond outflow will be conveyed south along the west side of the site.

2.4 Closure Schedule and Notification

Final closure activities will commence upon issuance of the CD. Closure activities will be completed within 180 calendar days following the commencement of closure activities. Mr. Olesky will notify CDPHE (in writing) 30 calendar days in advance of the closure.

Following closure, an Environmental Covenant will be placed on the property deed (or on some other instrument that is normally examined during title search), which notifies any potential purchaser of the property's past use and that its future use is restricted by CDPHE regulations. CDPHE will be notified that this notation has been recorded and a copy of the notification will be placed in the operating record.

3.0 POST-CLOSURE CARE AND SITE MAINTENANCE

3.1 General Requirements

Post-closure care and maintenance will be performed, as needed, based on routine inspections of the site by the Owner or Owner's representative. Post-closure care of the site shall include at a minimum:

- Preventing nuisance conditions, e.g., potential litter, and inspection of access restrictions.
- Maintaining the integrity and effectiveness of the final cover by inspecting for and repairing as necessary:
 - surface soil cracking
 - ponding
 - erosion
 - proper slope
 - proper drainage
 - erosion of channels
 - litter
 - vegetative cover conditions
 - fencing
 - animal burrows and damage
 - condition of channels and drainage structures installed to control run-on and run-off to prevent erosion of such structures and,
 - sedimentation pond conditions.

Post-closure care must be conducted for a minimum of thirty (30) years. The length of the post-closure care period may be decreased or increased by the CDPHE after consultation with the local governing body having jurisdiction, dependent upon the protection of human health and the environment.

3.2 Groundwater Monitoring

A waiver to exempt this site from groundwater monitoring, prepared in accordance with Section 1.5 of the Regulations, has been submitted under separate cover.

3.3 Gas Monitoring

A waiver to exempt this site from gas monitoring, prepared in accordance with Section 1.5 of the Regulations, has been submitted under separate cover.

3.4 Site Inspections

Inspection of the site shall be conducted at least on a semi-annual basis beginning after closure is complete. Any deficiencies encountered during the inspections shall be recorded, and the necessary repairs shall be made. An inspection form is included in Appendix E. The name, address, and telephone number of the person or office to contact about the facility during the post-closure period will be provided to CDPHE.

Items to be inspected include, but are not limited to:

- The integrity of the vegetation
- The integrity of the final cover with regard to erosion, slumping, cracking, damage due to equipment or animals, etc.
- The integrity of all surface water control structures for the presence of excessive erosion, siltation, damage, and other conditions that would impede their intended function.
- The integrity of the fencing, gates, and all locks to identify any tampering or faulty equipment.
- The presence of illegally dumped refuse.

Inspection records will be retained by Mr. Neil Olesky and an annual report presenting the results of the routine inspections will be generated and submitted to CDPHE. Any deficiencies of the above items will be noted in the report, along the action(s) taken to correct the deficiencies.

3.5 Post-Closure Land Use

There are currently no plans for use of the facility following closure other than an undeveloped, minimally used site. It should be noted, however, there are many potential uses for the closed area that will not damage or negatively affect the environmental integrity of the facility. Prior to any use other than open space, a description of the planned uses of the property during the post-closure period will be provided to CDPHE. Such uses shall not disturb the integrity of the final cover or any components of the containment system unless necessary to comply with the requirements in the Regulations.

3.6 Environmental Covenant

An Environmental Covenant will be placed on the deed notifying any potential purchaser that the property has a shingle stockpile on-site. The drafting of the Environmental Covenant will be deferred until after the City of Colorado Springs makes a determination regarding the CD application.

3.7 Financial Assurance Plan

The Financial Assurance Plan will be maintained as a separate document to the EDOP. The plan will be submitted after the CD has been approved.



COLORADO
Department of Public
Health & Environment

Dedicated to protecting and improving the health and environment of the people of Colorado

CERTIFIED MAIL 7002 2410 0001 0122 7041
Return Receipt Requested

June 24, 2015

Colorado Springs City Council
City Hall
107 N. Nevada Avenue
Colorado Springs, CO 80901

Re: Recommendation for Approval with Conditions
Closure Plan and Post-Closure Care and Maintenance Plan
Lots 1 and 2, Drennan Industrial Center
Colorado Springs, Colorado

File: SW/ELP/OIP 2.1

Dear Council Members,

On February 13, 2015, the Colorado Department of Public Health and Environment, Hazardous Materials and Waste Management Division ("the Division") received an email from the City of Colorado Springs notifying the Division that it would be receiving a Certificate of Designation ("CD") application for the subject property. On February 20, 2015, the Division received one copy of a document titled "*Drainage Letter, Lots 1 and 2, Drennan Industrial Center, Filing No. 12, Colorado Springs, Colorado, TSN: 6434301021 & 22*" dated October 2014, prepared by KRW Consulting, Inc., ("the Drainage Letter"). The Division conducted a completeness review of the Drainage Letter in accordance with procedures outlined in state statute, C.R.S. § 30-20-100.5 *et seq.*, ("the Solid Waste Act") and corresponding solid waste regulations, 6 CCR 1007-2, Part 1 ("the Solid Waste Regulations"). By way of its letter dated March 19, 2015, the Division notified the applicant and the City of Colorado Springs that the Drainage Letter, as submitted, was an incomplete CD application.

On May 21, 2015 the Division met with the applicant. On May 22, 2015 the Division received a revised CD Application titled "*Closure Plan and Post-Closure Care and Maintenance Plan, Lots 1 and 2, Drennan Industrial Center, Colorado Springs, Colorado*" dated May 2015, prepared by KRW Consulting, Inc., ("the CD Application"). On June 3, 2015, the Division published a notice in *The Gazette* requesting comments from the public on the CD Application. The public comment period ended June 23, 2015. The Division did not receive any comments. The Division has completed its review of the CD Application. It is the determination of the Division that the CD Application can comply with the technical, environmental, and public health standards in the Solid Waste Act and Solid Waste Regulations if the requirements described in the Closure Plan and Post-Closure Care and Maintenance Plan are properly implemented. Based on this determination, the Division recommends approval of the CD Application with the conditions described herein. Please note that the City of Colorado Springs may choose to impose additional conditions should Colorado Springs approve the CD Application. Also, please note that §30-20-104 of the Solid Waste Act states the following:

"(3)(a) Prior to the issuance of a certificate of designation, the governing body having jurisdiction shall require that the report, which shall be submitted by the applicant under section 30-20-103, be reviewed and a recommendation as to approval or disapproval be made by the Department and shall be satisfied that the proposed solid wastes disposal site and facility conforms to the local government's comprehensive land use plan and zoning restrictions, if any. Any technical conditions of approval made by the Department in its final



City Council
Recommendation for Approval with Conditions
Closure and Post-Closure Care and Maintenance Plan for Lots 1 and 2, Drennan Industrial Center
June 24, 2015
Page 2

report shall be incorporated as requirements in the certificate of designation (emphasis added). The application, report of the Department, comprehensive land use plan, relevant zoning ordinances, and other pertinent information shall be presented to the governing body having jurisdiction at a public hearing to be held after notice. Such notice shall contain the time and place of the hearing, shall state that the matter to be considered is the applicant's proposal for a solid wastes disposal site and facility, shall provide a description of such proposed site and facility, and shall provide a description of the geographic area that is within three miles of such proposed site and facility. The notice shall be published in a newspaper having general circulation in the county or municipality in which the proposed solid wastes disposal site and facility is located at least ten but no more than thirty days prior to the date of the hearing. In addition, the notice of such public hearing shall be posted at a conspicuous point in at least one location at the offices of the governing body having jurisdiction and in at least one location at the proposed site. Such notice shall be posted for a period beginning at least thirty days before the public hearing and continuing through the date of such hearing.

(b) At the public hearing held pursuant to the provisions of this subsection (3), the governing body shall hear any written or oral testimony presented by governmental entities and residents concerning such proposed site or facility. All such testimony shall be considered by the governing body having jurisdiction in making a decision concerning such application. For the purposes of this subsection (3) "residents" means all individuals who reside within the geographic area controlled by the governing body having jurisdiction or within three miles of the proposed site and facility or who own property which lies within three miles of such proposed site and facility without regard to which county or municipality such individuals reside within."

If the CD Application is approved, the Division requests that the City of Colorado Springs send a copy of the CD resolution to the Division. Please note that certain conditions of approval listed below are addressed in the CD Application but are included herein for clarification and emphasis.

- Condition 1.** If the CD Application is approved, closure activities must commence upon issuance of the CD. Closure activities must be completed within 180 calendar days following the CD Application approval.
- Condition 2.** A Construction Quality Assurance/Quality Control Plan ("CQAQC Plan") is included as Appendix D of the CD Application. If the CD Application is approved, a construction certification report must be prepared in accordance with the CQAQC Plan. The construction certification report and must be submitted to the Division for review and approval within sixty (60) calendar days following completion of closure activities.
- Condition 3.** In 2001, Colorado passed legislation (SB 145) creating what is commonly referred to as the "environmental covenant statute." An environmental covenant is a legal mechanism that creates institutional controls to enforce land use restrictions and to ensure continued protectiveness of environmental cleanups. If the CD Application is approved, an environmental covenant will be placed on the subject property. If the CD Application is approved, the applicant must work with the Division in drafting, finalizing, and executing an environmental covenant.
- Condition 4.** If the CD Application is approved, the applicant must submit closure and post-closure financial assurance cost estimates to the Division for its review and approval. Financial assurance cost estimates must be prepared pursuant to requirements in Section 1.8 of the Solid Waste Regulations and must be submitted to the Division within thirty (30) calendar days following approval of the CD Application. Following the Division's approval of the financial assurance cost estimates, the applicant has sixty (60) calendar days to establish a financial assurance mechanism. Pursuant to Section 1.8.3 of the Solid Waste Regulations, the closure and post-closure cost estimates must be adjusted annually to account for inflation or deflation by using the implicit price deflator for the gross domestic product. The applicant must submit new closure and post-closure cost estimates to the Division for review and approval at least every five (5) years unless otherwise required by the Division based on conditions at the site.



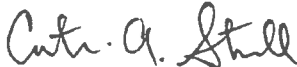
City Council
Recommendation for Approval with Conditions
Closure and Post-Closure Care and Maintenance Plan for Lots 1 and 2, Drennan Industrial Center
June 24, 2015
Page 3

Condition 5. In addition to complying with the approved CD Application, Solid Waste Regulations, and CD conditions, the applicant must comply with all relevant federal, state, and local regulations including but not limited to the requirements of the Division of Water Resources, the Water Quality Control Division, and the Air Pollution Control Division.

The Division is authorized to bill for its review of technical submittals at a rate of \$125 per hour pursuant to Section 1.7 of the Solid Waste Regulations. An invoice for the Division's review of the CD Application will be transmitted to the applicant under separate cover.

Should you have questions, please contact Curt Stovall at (303) 692-2295 or curtis.stovall@state.co.us.

Sincerely,



Curt Stovall, P.E.
Environmental Protection Specialist
Solid Waste Permitting Unit
Solid Waste and Materials Management Program
Hazardous Materials and Waste Management Division

cc: Mark Gebhart - El Paso County Development Services
Neil Olesky - Western Steel, Inc.
Michael Pretti, P.E. - KRW Consulting, Inc.
Michael Schultz, AICP - City of Colorado Springs Planning and Development Department

ec: Jerry Henderson - Solid Waste Permitting Unit Leader
Brian Long - Solid Waste Compliance Assurance Unit
Ed Smith - Solid Waste Compliance Assurance Unit Leader
Lukas Staks, Esq. - AGO

