FACILITIES PAYMENT AGREEMENT
(BLUESTEM)

This **FACILITIES PAYMENT AGREEMENT (BLUESTEM)** ("**Agreement**") is made and entered into this ____ day of _____ 2025, being the date executed by the Mayor below and being the effective date hereof, by and between **PEAK METROPOLITAN DISTRICT NO. 3**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**") and the **CITY OF COLORADO SPRINGS**, a Colorado municipal corporation and home rule city by and through its enterprise, the **COLORADO SPRINGS MUNICIPAL AIRPORT** (the "**City**") (individually, each a "**Party**" and collectively the "**Parties**").

RECITALS

A. The City owns certain real property located in the City of Colorado Springs, Colorado and is developing thereon a phased mixed-use commercial development commonly known as Peak Innovation Park (the "**Project**").

B. The Project is within the boundaries and/or service area of the District.

C. The District operates in accordance with the authority, and subject to the limitations, of a Consolidated Service Plan for Peak Metropolitan District Nos. 1-3 approved by the City Council of the City on August 28, 2018, as amended on February 12, 2019, March 22, 2022, and _____, 2025 (as the same may be further amended or restated from time to time, the "**Service Plan**").

D. The Service Plan authorizes the District to construct, acquire and install public improvements, including water, sanitation, safety protection, park and recreation, public transportation, and mosquito control improvements and other facilities and services (collectively, the "**Public Improvements**"), which benefit property within the District's boundaries and/or service area.

E. The City identified certain Public Improvements that are required to be constructed for the benefit of and to service the Project (the "**Bluestem Improvements**").

F. The city purchased certain property interests necessary for access to and construction of the Bluestem Improvements, which property interests are more specifically described or depicted in **Exhibit A** attached hereto and incorporated herein by this reference (the "**Property Interests**").

G. The District, City, UFCS Airport, LLC, and Enertia Consulting Group, LLC entered into an Assignment and Assumption of Bluestem Improvement Plans, dated May 27, 2025, as may be amended from time to time (the "**Assignment and Assumption Agreement**"), whereby the parties to the Assignment and Assumption Agreement agreed that the City will be responsible for installing, constructing, and completing all of the Bluestem Improvements in accordance with approved plans (as they may be modified from time to time, the "**Bluestem Plans**") and contemplated the City and District would enter into an agreement for the construction, acquisition of Property Interests, and related costs of the Bluestem Improvements.

H. In order for the Property to be developed, the Bluestem Improvements need to be completed.

I. The City shall be responsible for the construction of the Bluestem Improvements.

J. The City has requested the District make payments to the City for the costs of construction and other related costs of the Bluestem Improvements ("**Construction Costs**") and for the acquisition costs related to the Property Interests ("**Acquisition Costs**"), based upon and in compliance with the terms of this Agreement.

K. On December 21, 2022, the District issued its $18,250,000 Limited Tax General Obligation Bonds, Series 2022A-1 and $45,530,552.15 (Value at Issuance) $84,680,000 (Value at Current Interest Conversion Date) Limited Tax General Obligation Convertible Capital Appreciation Bonds, Series 2022A-2 and may issue additional bonds (the "**Bonds**"), the proceeds of which may be utilized in part to pay the City for the Construction Costs in accordance herewith.

L. The District has entered into certain other agreements relative to the payment and/or reimbursement of costs incurred for Public Improvements that are different from, separate and apart from the Bluestem Improvements that are addressed pursuant to this Agreement (the "**Additional Funding Agreements**") and the City acknowledges and agrees that the District will be making payments and/or reimbursements under such Additional Funding Agreements.

M. The District has sufficient funding to make payment of Certified Construction Costs (defined herein) and Confirmed Acquisition Costs (defined herein) up to the Maximum Payment Amount (as defined herein).

N. The District and the City desire to set forth the rights, obligations, and procedures for the District to pay the City for Certified Construction Costs related to the Bluestem Improvements and Confirmed Acquisition Costs related to the Property Interests, as provided herein.

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

COVENANTS AND AGREEMENTS

1. Recital Incorporation. The recitals set forth above are true and correct and are hereby incorporated herein by reference.

2. Construction of Bluestem Improvements. The City agrees to construct and complete the Bluestem Improvements in full conformance with the Bluestem Plans identified on **Exhibit B** and incorporated herein by this reference. The Parties acknowledge that the Bluestem Improvements the City intends to construct will benefit the District, its constituents and users. In furtherance of the purposes of the District as expressed in the Service Plan, this Agreement shall provide a means by which the District may make payment to the City for the Certified Construction Costs, as defined herein, constructed by the City and the Confirmed Acquisition Costs, also as defined herein, incurred by the City. If the District so requests, the City shall provide periodic reports on the status of completion and costs of the Bluestem Improvements. To the extent any modifications to the Bluestem Plans result in any material modification to the Bluestem

Improvements and any increase to the Final Project Budget, as defined herein, ("**Improvement Modifications**"), such proposed Improvement Modifications shall be provided to the District for approval prior to, and no less than thirty (30) days in advance of, the City's issuance of any change order or amendment to the contract documents authorizing the Improvement Modifications.

3. Additional Improvements. The Parties contemplate there may be additional phases of stormwater improvements that are not included as a part of the Bluestem Improvements, Bluestem Plans or the Construction Costs contemplated hereunder ("**Additional Improvements**"). To the extent the need to construct Additional Improvements arises, the Parties shall negotiate in good faith to amend this Agreement to set forth the terms relative to construction and payment for such Additional Improvements. An amendment under this Section 3 shall not require additional approvals from the City Council of the City.

4. Construction Contract Requirements. Any construction contract for all or any portion of the Bluestem Improvements shall require the contractor and/or the City to provide a warranty for two (2) years after the initial acceptance by the City, together with payment and performance bonds, in a form required by the City, to secure the required warranty.

5. Certification of Construction Costs. The Parties hereby agree that a condition precedent to the District's obligation to provide payment to the City for Construction Costs associated with the Bluestem Improvements shall be the District's receipt of a written certification ("**Engineer's Certification**") of an independent engineer engaged by the District ("**Independent Engineer**") that the Construction Costs for the Bluestem Improvements are reasonable and comparable to the costs of similar public improvements constructed in and around the area of Colorado Springs. Such Independent Engineer's determination shall be conclusive regarding the amount of Construction Costs the District shall be obligated to pay the City under this Agreement ("**Certified Construction Costs**"), notwithstanding the fact that the actual Construction Costs incurred by the City may exceed the Certified Construction Costs. For these purposes, the City shall cooperate and use commercially reasonable efforts to provide the following information and documentation to the District and the Independent Engineer in order that the Engineer's Certification may be prepared ("**City Application for Certification**"):

(a) Copies of all contracts, pay requests, change orders, invoices, and any other requested documentation to verify the amount of Construction Costs requested;

(b) Confirmation and any reasonable evidence requested by the District from the City to ensure no duplication in payment of Construction Costs; and

(c) Such other documentation, records and verifications as may reasonably be required by the District for purposes of certifying Construction Costs.

A form of the City Application for Certification is attached hereto as **Exhibit C** and incorporated by reference.

6. Confirmation of Acquisition Costs. The City has incurred Acquisition Costs of One Hundred And Eighty Two Thousand Five Hundred And Thirty Five Dollars ($ 182,535) in association with the Property Interests. The City has provided to the District a copy of each of the settlement statement, appraisal, the deed, easement documents, and any other document

reasonably by the District in relation to the City's acquisition of the Property Interests such that the District has confirmed the actual Acquisition Cost ("**Acquisition Documentation**") and determined that the Acquisition Documentation is sufficient to evidence the Acquisition Cost, which shall be deemed the "**Confirmed Acquisition Cost**" reimbursable within thirty (30) days after full execution of this Agreement.

7. Construction Project Budget. The City bid the construction contract for the Bluestem Improvements under the City's procurement processes at a not to exceed cost of $3,088,050.00. The budget and cost estimate attached hereto as **Exhibit D**, and incorporated herein by this reference, includes a reasonable estimate of the construction management and consulting costs, comprising the budgeted Construction Costs for the construction and installation of the Bluestem Improvements (the "**Final Project Budget**"). Any modifications to the Final Project Budget as a result of the District's approval of any Improvement Modifications will be considered a commensurate modification to the Final Project Budget.

8. Payment of Certified Construction Costs and Confirmed Acquisition Costs.

(a) The City shall provide a City Application for Certification no more frequently than monthly. Each City Application for Certification shall be reviewed by the District and the District's Independent Engineer within thirty (30) days of submittal so that an Engineer's Certification regarding Certified Construction Costs may be considered. Subject to satisfaction of the requirements of Section 5, the District shall make payment to the City of any approved Certified Construction Costs within thirty (30) days after approval by the District and the Independent Engineer ("**District Payment**") and the District Payment shall be utilized by the City to pay the Certified Construction Costs or reimburse the City for the Certified Construction Costs already paid by the City. The District is not responsible for payment of costs that are not deemed Certified Construction Costs by the District's Independent Engineer. Subject to all other applicable provisions hereof, the District agrees to pay the City for Certified Construction Costs up to a maximum amount of Three Million Five Hundred Forty-Two Thousand Seven Hundred Six Dollars and Thirty Cents ($ 3,542,706.30) ("**Maximum Payment Amount**"), unless otherwise agreed to in writing by the Parties. To the extent the District fails to make payment of any District Payment in accordance with the requirements of this Agreement, simple interest shall accrue on unpaid amounts hereunder, until paid, at the rate of eight percent (8%) per annum. The City and the District acknowledge the existence of limitations on the District's ability to make such payments as a result of the Service Plan.

(b) The District agrees, as of the date hereof it has sufficient proceeds as a result of issuance of the Bonds to pay the City for the Bluestem Improvements up to the Maximum Payment Amount and has appropriated funds up to the Maximum Payment Amount. It is hereby agreed and acknowledged that this Agreement evidences an intent to pay the City hereunder, but that this Agreement shall not constitute a debt or indebtedness of the District within the meaning of any constitutional or statutory provision, nor shall it constitute a multiple fiscal year financial obligation for the purposes of Article X, Section 20 of the Colorado Constitution, and the making of any payment hereunder shall be at all times subject to annual appropriation by the District. By acceptance of this Agreement, the City agrees and consents to all of the limitations with respect to payment due hereunder and in the District's Service Plan.

(c) The City agrees to provide the District with unconditional lien waivers and indemnifications from each contractor verifying that all amounts due to contractors, subcontractors, material providers or suppliers have been paid in full, in a form acceptable to the District.

9. Term; Repose. In the event the District has not paid the City and/or paid any portion of the Certified Construction Costs or the Confirmed Acquisition Costs by December 31, 2055, whether invoiced or not invoiced by such date, any amount of principal and accrued interest outstanding on such date shall be deemed to be forever discharged and satisfied in full, unless the City has requested an extension of such term of repose prior thereto.

10. Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District:	Peak Metropolitan District No. 3 450 East 17th Avenue, Suite 400 Denver, CO 80203 Phone: 303-592-4380 Attention: Megan Becher Email: legalnotices@specialdistrictlaw.com
To City:	City of Colorado Springs 30 South Nevada Avenue, Suite 604 Colorado Springs, CO 80901 Attention: Troy Stover Email: troy.stover@coloradosprings.gov
With a Copy To:	Office of the City Attorney 30 South Nevada Avenue, Suite 501 Colorado Springs, CO 80901 Attention: Caitlin Moldenhauer Email: caitlin.moldnhauer@coloradosprings.gov

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, on the date of transmission if sent by electronically-confirmed email transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

11. Assignment. No Party shall assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

12. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Parties any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties.

13. Default/Remedies. In the event of a breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity. In the event of any litigation, or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

14. Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of El Paso, Colorado.

15. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

16. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

17. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

19. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

20. Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the City unless the same is in writing and duly executed by the Parties hereto.

21. No Waiver of Immunity. The Parties specifically do not waive or intend to waive any protection, immunity, or other provision of the Colorado Governmental Immunity Act, C.R.S. § 24-1-101 *et seq.*, as now written or hereafter amended.

SIGNATURE PAGES FOLLOW

[SIGNATURE PAGE 1 OF 2 TO
FACILITIES PAYMENT AGREEMENT (BLUESTEM)]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

DISTRICT:

PEAK METROPOLITAN DISTRICT NO. 3, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Garrett Baum, President

ATTEST:

_____
Secretary or Assistant Secretary

[SIGNATURE PAGE 2 OF 2 TO
FACILITIES PAYMENT AGREEMENT (BLUESTEM)]

CITY:

CITY OF COLORADO SPRINGS, a Colorado municipal corporation and home rule city by and through its enterprise, the COLORADO SPRINGS MUNICIPAL AIRPORT

By:_____
Blessing A. Mobolade, Mayor

ATTEST:

_____

APPROVED AS TO FORM:

_____
Office of the City Attorney

EXHIBIT A

A description of a parcel of land located South of Powers Boulevard within property owned by Cygnet Land LLC, El Paso County, Colorado.

LEGAL DESCRIPTION

A tract of land located in the Northwest ¼ of Section 8, Township 15 South, Range 65 West of the 6th P.M., El Paso County, Colorado described as follows:

(BEARINGS ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF POWERS BOULEVAD AS SHOWN ON THE RECORDED PLAT " POWERS BOULEVARD/NEW DRENNAN ROAD IMPROVEMENT DISTRICT RIGHT-OF-WAY" AS RECORDED IN BOOK 5307 AT PAGE 1472 OF THE RECORDS OF EL PASO COUNTY COLORADO. SAID LINE BEING MONUMENTED BY NO. 5 REBAR W/ALUMN. CAP MARKED DB&CO FOR THE EAST PC AT STATION 168+81.55 AND A CDOT MONUMENT AT THE WEST PC AT STATION 236+60.61. SAID LINE HAVING A BEARING OF S89°48'46"W AND A MEASURED DISTANCE OF 6787.20 FEET)

Commencing(POC) at an east PC station 168+81.55, thence S89°48'46"W, 1579.97 feet along the south Right-of-Way line of said Powers Boulevard to the Northwest Corner of that tract of land describe in El Paso County Assessor Schedule Number 5500000333 and the TRUE POINT OF BEGINNING

Thence S00°11'14"E, 210.00 feet along the west line of said tract of land, El Paso County Assessor Schedule Number 5500000333;

Thence S89°48'46"W, 421.52 feet;

Thence N00°17'56"W, 210.00 feet to the South Right-of-Way line of said Powers Boulevard;

Thence N89°48'46"E, 421.93 feet along the South Right-of-Way line of said Powers Boulevard to the Northwest Corner of said tract of land, El Paso County Assessor Schedule Number 5500000333 and the TRUE POINT OF BEGINNING;

Area = 88,563.07 Square Feet, 2.03 acres, more or less.

Randall D. Hency, PLS Colorado 27605
for and on behalf of
Polaris Surveying, Inc.
1903 Lalaray Street, Suite 102
Colorado Springs, Co. 80909
Job No. 240108

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
RANDALL D. HENCY
1-29-25
27605

Date 01/22/25

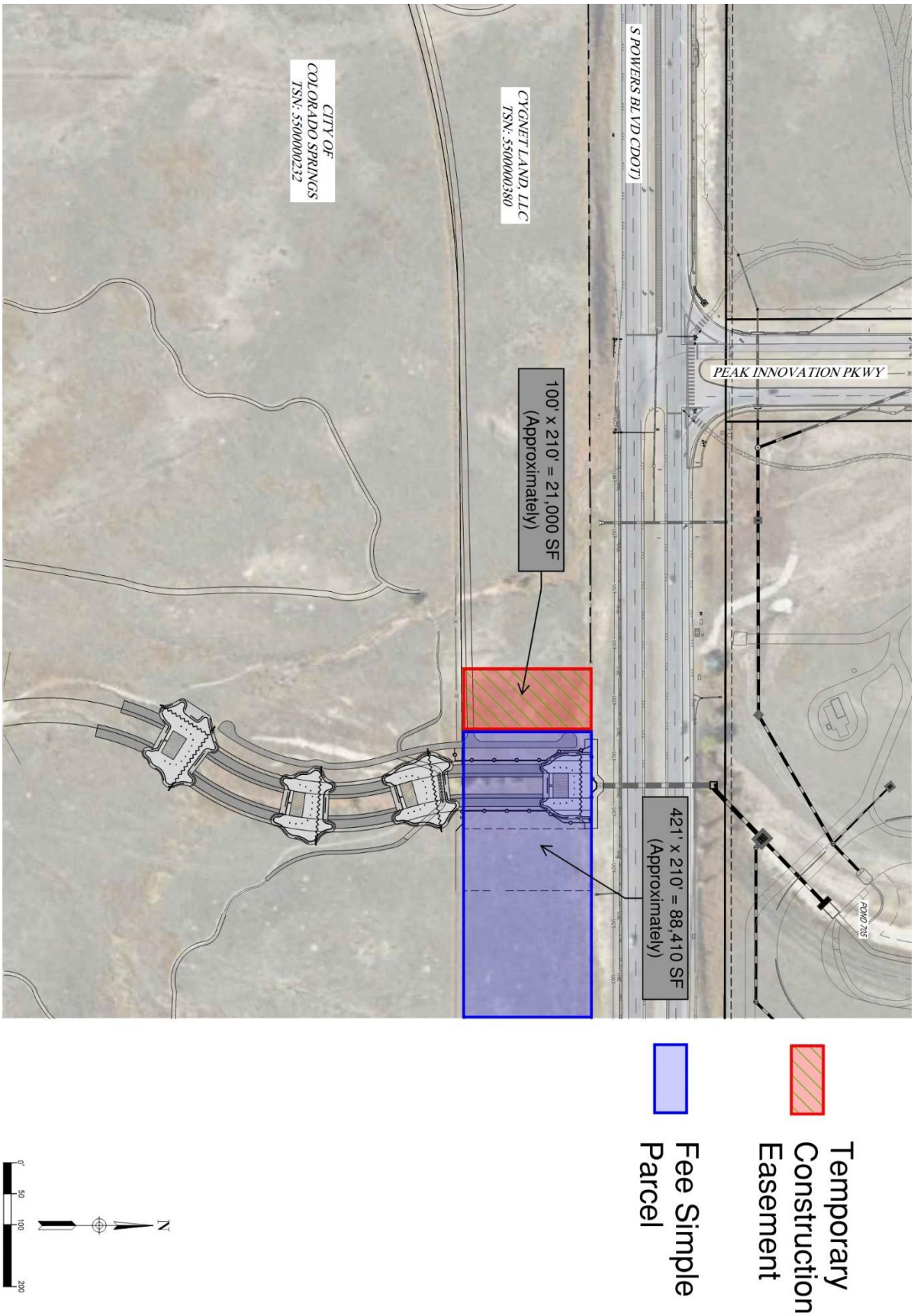

PEAK INNOVATION PKWY
S POWERS BLVD (CDOT)
POND 765
CYGNET LAND, LLC
TSN: 5500000380
CITY OF
COLORADO SPRINGS
TSN: 5500000232
100' x 210' = 21,000 SF
(Approximately)
421' x 210' = 88,410 SF
(Approximately)
Temporary
Construction
Easement
Fee Simple
Parcel
N
0'
50
100
200
SCALE: 1"=100'

EXHIBIT B

COLORADO SPRINGS AIRPORT
BIG JOHNSON CHANNEL
CHANNEL STABILIZATION PLAN

LOCATED IN A PORTION OF SECTIONS 4, 5, & 6, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPLE MERIDIAN,
LOCATED IN THE CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO.

ENGINEER'S STATEMENT

THESE DETAILED PLANS AND SPECIFICATIONS WERE PREPARED UNDER MY DIRECTION AND SUPERVISION. SAID DETAILED PLANS AND SPECIFICATIONS HAVE BEEN PREPARED ACCORDING TO THE ESTABLISHED CRITERIA FOR DETAILED DRAINAGE PLANS AND SPECIFICATIONS, AND SAID DETAILED PLANS AND SPECIFICATIONS ARE IN CONFORMITY WITH THE MASTER PLAN OF THE DRAINAGE BASIN. SAID DETAILED DRAINAGE PLANS AND SPECIFICATIONS MEET THE PURPOSES FOR WHICH THIS PARTICULAR DRAINAGE FACILITY IS BEING MADE. I ACCEPT RESPONSIBILITY FOR ANY LIABILITY CAUSED BY ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS ON MY PART IN PREPARATION OF THE DETAILED DRAINAGE PLANS AND SPECIFICATIONS.

SIGNATURE: _____ DATE: 5/23/2024

PRINTED NAME: JEFFREY M. MCKHR

EMAIL ADDRESS: JEFF.MCKHR@SHERTACO.COM

DEVELOPER'S STATEMENT

COLORADO SPRINGS AIRPORT HEREBY CERTIFIES THAT THE CHANNEL STABILIZATION PLANS FOR BIG JOHNSON SHALL BE CONSTRUCTED ACCORDING TO THE DESIGN PRESENTED IN THIS PLAN. I UNDERSTAND THAT THE CITY OF COLORADO SPRINGS DOES NOT AND WILL NOT ASSUME LIABILITY FOR THE DRAINAGE FACILITIES DESIGNED AND/OR CERTIFIED BY MY ENGINEER AND THAT ARE SUBMITTED TO THE CITY OF COLORADO SPRINGS PURSUANT TO SECTION 7.7.906 OF THE CITY CODE, AND CANNOT, ON BEHALF OF BIG JOHNSON, GUARANTEE THAT THE FINAL DRAINAGE DESIGN REVIEW WILL ABSOLVE COLORADO SPRINGS AIRPORT AND/OR THEIR SUCCESSORS AND/OR ASSIGNS OF FUTURE LIABILITY FOR IMPROPER DESIGN.

NAME OF DEVELOPER/OWNER: COLORADO SPRINGS AIRPORT

AUTHORIZED SIGNATURE: _____ DATE: 5/23/2024

PRINTED NAME: TROY STOVER

TITLE: AIRPORT BUSINESS PARK DIRECTOR EMAIL: TSTOVER@SPRINGSGOV.COM

PHONE (719) 555-1987

ADDRESS: 200 S. NEVADA AVENUE, SUITE 604
COLORADO SPRINGS, CO 80903

OWNER'S STATEMENT

CYGNET LAND, LLC HEREBY CERTIFIES THAT THE CHANNEL STABILIZATION PLANS FOR BIG JOHNSON SHALL BE CONSTRUCTED ACCORDING TO THE DESIGN PRESENTED IN THIS PLAN. I UNDERSTAND THAT THE CITY OF COLORADO SPRINGS DOES NOT AND WILL NOT ASSUME LIABILITY FOR THE DRAINAGE FACILITIES DESIGNED AND/OR CERTIFIED BY MY ENGINEER AND THAT ARE SUBMITTED TO THE CITY OF COLORADO SPRINGS PURSUANT TO SECTION 7.7.906 OF THE CITY CODE, AND CANNOT, ON BEHALF OF BIG JOHNSON, GUARANTEE THAT THE FINAL DRAINAGE DESIGN REVIEW WILL ABSOLVE COLORADO SPRINGS AIRPORT AND/OR THEIR SUCCESSORS AND/OR ASSIGNS OF FUTURE LIABILITY FOR IMPROPER DESIGN.

NAME OF DEVELOPER/OWNER: CYGNET LAND, LLC

AUTHORIZED SIGNATURE: Randall R. Steichen DATE: 7/31/2024

PRINTED NAME: RANDALL STEICHEN

TITLE: CO-MANAGER EMAIL: STEICHENRANDALL@GMAIL.COM

ADDRESS: PHONE:

CYGNET LAND, LLC CERTIFIES THIS STATEMENT AS AN OWNER ONLY FOR THE PORTION OF THE BIG JOHNSON CHANNEL THAT IS TO BE CONSTRUCTED ON PARCEL 5300000286.

OWNER'S STATEMENT

THE CITY OF COLORADO SPRINGS DEPARTMENT HEREBY CERTIFIES THAT THE CHANNEL STABILIZATION PLANS FOR BIG JOHNSON SHALL BE CONSTRUCTED ACCORDING TO THE DESIGN PRESENTED IN THIS PLAN. I UNDERSTAND THAT THE CITY OF COLORADO SPRINGS DOES NOT AND WILL NOT ASSUME LIABILITY FOR THE DRAINAGE FACILITIES DESIGNED AND/OR CERTIFIED BY MY ENGINEER AND THAT ARE SUBMITTED TO THE CITY OF COLORADO SPRINGS PURSUANT TO SECTION 7.7.906 OF THE CITY CODE, AND CANNOT, ON BEHALF OF BIG JOHNSON, GUARANTEE THAT THE FINAL DRAINAGE DESIGN REVIEW WILL ABSOLVE COLORADO SPRINGS AIRPORT AND/OR THEIR SUCCESSORS AND/OR ASSIGNS OF FUTURE LIABILITY FOR IMPROPER DESIGN.

NAME OF DEVELOPER/OWNER: CITY OF COLORADO SPRINGS

AUTHORIZED SIGNATURE: Lonna Thelen Digitally signed by Lonna Thelen DATE:

PRINTED NAME: Lonna Thelen

TITLE: Parks Design and Development Manager/ TOPS Manager EMAIL: lonna.thelen@coloradosprings.gov

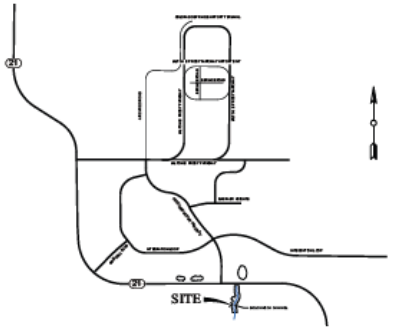
ADDRESS: PHONE: 719-385-6540

THE CITY OF COLORADO SPRINGS CERTIFIES THIS STATEMENT AS AN OWNER ONLY FOR THE PORTION OF THE BIG JOHNSON CHANNEL THAT IS TO BE CONSTRUCTED ON PARCEL 5300000232.

CITY OF COLORADO SPRINGS STATEMENT

FILED IN ACCORDANCE WITH SECTION 7.7.906 OF THE CODE OF THE CITY OF COLORADO SPRINGS, 2001, AS AMENDED.

FOR THE CITY ENGINEER: _____ DATE: 5/30/2024
Heidi M. McMaster



VICINITY MAP
SCALE 1" = 2000'

GENERAL LEGEND

PROPERTY LINE
CATCH CURB & GUTTER
SPILL CURB & GUTTER
CENTERLINE
PRL 5' CONTOUR
PRL 1' CONTOUR
EX. 5' CONTOUR
EX. 1' CONTOUR
STORM INLET
STORM DRAIN
SANITARY SEWER
EX. ROAD EDGE
WATER LINE
FIRE HYDRANT
MANHOLE
SIGN
GATE VALVE
CONC. SIW
IRRIGATION SLEEVE
EASEMENT
PHASELINE
RIP RAP
FENCE

ABBREVIATIONS

AD = AREA DEPRESSION
BC = BOTTOM OF CURB
BOP = BOTTOM OF POND
BVC = BEGIN VERTICAL CURVE
CBG = CURB & GUTTER
CB = CATCH BASIN
CL = CENTERLINE
EL = ELEVATION
EOA = EDGE OF ASPHALT
EVC = END VERTICAL CURVE
FES = FLARED END SECTION
FG = FINISHED GRADE
FH = FIRE HYDRANT
FL = FLOWLINE
GB = GRADE BREAK
HP = HIGH POINT
LIP = LIP OF CONCRETE
LP = LOW POINT
MJ = MATCHING SIDEWALK
PC = POINT OF CURVATURE
PCC = POINT OF COMPOUND CURVATURE
PI = POINT OF INFLECTION
PRC = POINT OF REVERSE CURVATURE
ROW = RIGHT OF WAY
SD = STORM DRAIN
SS = SANITARY SEWER
SW = SIDEWALK
TOP = TOP OF POND
WL = WATER LINE

COLORADO SPRINGS STANDARD CHANNEL IMPROVEMENT NOTES

1. THE CHANNEL STABILIZATION PLAN WILL BE SUBJECT TO RE-REVIEW AND RE-ACCEPTANCE BY SHERIFF WORK ON THE CHANNEL IMPROVEMENTS DO NOT COMMENCE WITHIN THE LIVE (12) MONTHS OF PLAN APPROVAL, OR SHOULD ANY OF THE FOLLOWING OCCUR: A CHANGE IN PROPERTY OWNERSHIP, PROPOSED DEVELOPMENT CHANGES, OR PROPOSED CHANNEL IMPROVEMENT REVISIONS.
2. THE CONTRACTOR SHOULD CONTACT THE ENGINEER OF RECORD AND SHERIFF LEAD REVIEWER IMMEDIATELY SHOULD CONSTRUCTION OF THE CHANNEL STABILIZATION PLAN VARY IN ANY WAY FROM THE PLANS.
3. A PROFESSIONAL ENGINEER (PE) CERTIFICATION THAT THE CHANNEL STABILIZATION PLAN HAS BEEN INSTALLED AND CONSTRUCTED IN GENERAL CONFORMANCE WITH THESE PLANS WILL BE REQUIRED ONCE THE CHANNEL IMPROVEMENTS ARE FULLY CONSTRUCTED. AN AS-CONSTRUCTED SURVEY MUST BE COMPLETED TO VERIFY FACILITY VOLUMES AND SLEVATIONS. THE AS-BUILT DRAWINGS MUST BE SUBMITTED ALONG WITH THE PE CERTIFICATION. A PRE-CONSTRUCTION MEETING PER EDCS CHAPTER 6 OBSERVATIONS BY THE ENGINEER OF RECORD OR A PERSON UNDER THEIR RESPONSIBLE CHARGE. COORDINATION WITH THE ENGINEER OF RECORD TO ENSURE THAT THE NECESSARY ON-SITE OBSERVATIONS ARE COMPLETED IS THE RESPONSIBILITY OF THE APPLICANT.
4. ACCEPTANCE OF THIS PLAN DOES NOT CONSTITUTE APPROVAL TO GRADE OR CAUSE ANY DISTURBANCE WITHIN ANY UTILITY EASEMENT OR RIGHT-OF-WAY. APPROVALS TO WORK WITHIN UTILITY EASEMENTS MUST BE OBTAINED FROM THE APPROPRIATE UTILITY COMPANY. IT IS NOT PERMISSIBLE FOR ANY PERSON TO MODIFY THE GRADE OF THE EARTH ON ANY UTILITY EASEMENT OR RIGHT-OF-WAY WITHOUT THE APPROPRIATE WRITTEN APPROVAL. THE PLAN SHALL NOT INCREASE OR DIVERT WATER TO ANY UTILITY FACILITIES. ANY CHANGES TO EXISTING UTILITY FACILITIES TO ACCOMMODATE THE PLAN MUST BE APPROVED BY THE AFFECTED UTILITY OWNER PRIOR TO IMPLEMENTING THE PLAN. THE APPLICANT IS RESPONSIBLE FOR THE COST TO RELOCATE OR PROTECT EXISTING UTILITIES OR TO PROVIDE ENTERMACCESS.

PROJECT DATA

A. PARCEL NUMBER THAT CHANNEL STABILIZATION IS LOCATED ON: 5300000232 & 5300000286 (EL PASO COUNTY MAP NUMBER 3800E)
B. EFFECTIVE DRAINAGE CHANNEL STABILIZATION DESIGN CALCULATIONS: POND D TO DOWNSTREAM TRIBUTARY DESIGN REPORT PREPARED BY CTVA, DATED OCTOBER 2023 (SHERIFF 5V20-1-121)
C. NAME OF THE BASIN AND BROADER CONTROL PLAN: COSA BIG JOHNSON CHANNEL STABILIZATION OR AIRPORT SPRING CONTROL PLAN PREPARED BY SHERTA CONSULTING GROUP LLC. (SHERIFF 5V20-1236)
D. FUNCTIONAL IMPROVEMENT OF THE CHANNEL STRUCTURES ARE COMPLETED BY: PIKE METRO DISTRICT
E. AESTHETIC MAINTENANCE OF THE CHANNEL TO BE COMPLETED BY: PIKE METRO DISTRICT
F. FLOODPLAIN ZONE: OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FEMA FIRM NUMBER 08041C0740G, DATED DECEMBER 7, 2018.

BENCHMARK

BENCHMARK: #5 REBAR LOCATED APPROXIMATELY 75' SOUTH EAST OF THE SOUTHEAST CORNER OF THE LIFT STATION BUILDING MARKED WITH 4" CROSS LATH.

NORTHING: 1288452
EASTING: 3167.44
ELEVATION: 5634.61

DATUM: NAVD 88

SHEET INDEX

SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES
3	EXISTING CONDITIONS PLAN
4	OVERALL TRIAL PLAN
5	OVERALL SITE PLAN
6	HORIZONTAL CONTROL PLAN
7	HYDRAULIC MAP CROSS SECTIONS
8	PLAN & PROFILE 01
9	PLAN & PROFILE 02
10	BIG JOHNSON CHANNEL CROSS SECTION STA: 1+60 TO 11+00
11	DRAINAGE STRUCTURE #1 PLAN
12	DRAINAGE STRUCTURE #1 SECTION VIEWS
13	DRAINAGE STRUCTURE #2 PLAN
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15	DRAINAGE STRUCTURE #3 PLAN
16	DRAINAGE STRUCTURE #3 SECTION VIEWS
17	DRAINAGE STRUCTURE #4 PLAN
18	DRAINAGE STRUCTURE #4 SECTION VIEWS (1)
19	DRAINAGE STRUCTURE #4 SECTION VIEWS (2)
20	TRAIL CROSSING PLAN
21	REVEGETATION PLAN
22	TYPICAL SECTIONS & DETAILS (1)
23	TYPICAL SECTIONS & DETAILS (2)

PROJECT TEAM

OWNER
CITY OF COLORADO SPRINGS
30 S. NEVADA AVENUE
COLORADO SPRINGS, CO 80903
CONTACT: DAVID STEMEYER

OWNER
CYGNET LAND, LLC
216 16TH STREET, SUITE 600
DENVER, CO 80202
CONTACT: RANDALL STEICHEN

ENGINEER
SHERTA CONSULTING GROUP, LLC
1515 MARKET STREET
DENVER, CO 80202
CONTACT: JEFF MCKHR, PE
(720) 266-6000

DEVELOPER
COLORADO SPRINGS AIRPORT
30 S. NEVADA AVENUE, SUITE 604
COLORADO SPRINGS, CO 80903
CONTACT: TROY STOVER
(719) 555-1987

WATER RESOURCES
CTAK
375 CSU TECHNICAL PKWY, SUITE 210
LOUISVILLE, CO 80027
CONTACT: TIM FRY, PRO PE
(720) 739-7722

SURVEYOR
POLARIS SURVEYING, INC.
1803 ELKWAY STREET, SUITE 102
COLORADO SPRINGS, CO 80906
CONTACT: RANDALL HERCY, PLS
(719) 448-0844

COST ESTIMATE

COLORADO SPRINGS AIRPORT - BIG JOHNSON CHANNEL STABILIZATION
ENGINEER'S ESTIMATE - CHANNEL IMPROVEMENTS
19-Jan-24
BY: SMK

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
1. STM-1.0 (ALL ITEMS ARE PRIVATE & NON-REIMBURSABLE)				
SCULPTED CONCRETE DROP STRUCTURE	4	EA	$ 125,000.00	$ 500,000.00
BOX CULVERT CONCRETE HEADWALL/END CULVERT	1	EA	$ 100,000.00	$ 100,000.00
STM-1.0 TOTAL =				$ 600,000.00
STORM CONVEYANCE & POND SUB-TOTAL =				$ 600,000.00
10% CONTINGENCY =				$ 60,000.00
TOTAL =				$ 660,000.00

NOTES:
1. This Engineer's Estimate is based on plan sets titled "Colorado Springs Airport Big Johnson Channel Stabilization Civil Construction Plans" prepared by Brett's Consulting Group, LLC.
2. This cost items provides an approximate cost of construction for the items listed and was prepared based on the most accurate information available to the Engineer. This is provided for information purposes only, and is in no way guarantees these cost as actual construction cost for the Project.

FOR BURIED UTILITY INFORMATION
THREE (3) BUSINESS DAYS
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CALL 811
(CO) 1-800-922-1987
UTILITY NOTIFICATION
CENTER OF COLORADO (UNCC)
www.UNCCO.ORG

5/23/2024

NO.	DATE	AMENDMENT

PEAK INNOVATION PARK
COLORADO SPRINGS AIRPORT
ENERTIA CONSULTING GROUP LLC

COLORADO SPRINGS AIRPORT
BIG JOHNSON CHANNEL STABILIZATION
CIVIL CONSTRUCTION PLANS
COLORADO SPRINGS, COLORADO

COVER SHEET

VERIFY SCALE
SUBTRACT 1 INCH ON
OFFSET BUILT DRAWINGS
= _____ 1"

DATE MAY 23, 2024
SHEET
1 OF 23

GENERAL CONSTRUCTION NOTES

1. DEFINITIONS:
   A. OWNER: CITY OF COLORADO SPRINGS AIRPORT
   B. CONTRACTOR: TO BE DETERMINED BY BID
   C. ENGINEER: ENERTIA CONSULTING GROUP, LLC
   D. AGENCY OF JURISDICTION - THE CITY OF COLORADO SPRINGS - AUTHORIZED REPRESENTATIVE(S) OF THE CITY ENGINEERING DIVISION AND PUBLIC WORKS DEPARTMENT.

CONTRACTOR SHALL HAVE IN CONTRACTOR'S POSSESSION AT ALL TIMES ONE (1) COPY OF CONSTRUCTION DOCUMENTS [illegible]

2. WORK HOURS:
   A. ALL WORK ON THE PROJECT SHALL BE PERFORMED DURING REGULAR WORK HOURS [illegible]
   B. CONTRACTOR SHALL NOT PERFORM WORK OUTSIDE REGULAR WORK HOURS [illegible]
   C. REQUEST FOR WORK OUTSIDE REGULAR WORK HOURS SHALL BE [illegible] PRIOR TO THE PROPOSED DATE OF WORK.

3. PRECONSTRUCTION MEETING:
   A. CONTRACTOR SHALL SCHEDULE A PRECONSTRUCTION MEETING WITH COLORADO SPRINGS [illegible] PRIOR TO THE START OF CONSTRUCTION. THOSE IN ATTENDANCE SHALL INCLUDE:

      CONTRACTOR
      OWNER
      ENGINEER
      COLORADO SPRINGS PUBLIC WORKS
      CONTRACTOR
      GEOTECHNICAL ENGINEER
      ANY OTHER AFFECTED AGENCIES

   B. CONSTRUCTION DOCUMENTS WITH THE COLORADO SPRINGS REVIEW STAMP AND SIGNATURE SHALL BE DISTRIBUTED AT THE PRECONSTRUCTION MEETING.

4. [illegible]

5. [illegible]

6. ENGINEER SHALL COORDINATE ANY PROPOSED CHANGES WITH COLORADO SPRINGS PUBLIC WORKS.

7. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING NOTIFICATIONS:
   A. [illegible]
      I. [illegible]
      II. [illegible]
   B. [illegible]
   C. [illegible]
   D. [illegible]
   E. [illegible]

8. [illegible]

9. [illegible]
   A. [illegible]
   B. [illegible]
   C. [illegible]
   D. [illegible]
   E. [illegible]

10. [illegible]

11. [illegible]

12. [illegible]

13. [illegible]

14. [illegible]

15. [illegible]

16. [illegible]

17. [illegible]

18. [illegible]

19. [illegible]

20. [illegible]

GENERAL ENGINEERING NOTES (CONT)

1. THE CONTRACTOR SHALL NOTIFY CITY OF COLORADO SPRINGS PUBLIC WORKS AT LEAST 48 HOURS PRIOR TO STARTING CONSTRUCTION WITHIN THE RIGHT-OF-WAY.
2. THE CONTRACTOR SHALL PROVIDE ALL SIGNS, BARRICADES, FLAGMEN, LIGHTS OR OTHER DEVICES NECESSARY FOR SAFE TRAFFIC CONTROL IN ACCORDANCE WITH THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND AS MODIFIED BY THE COLORADO SUPPLEMENT TO THE MUTCD. A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO AND APPROVED BY THE CITY OF COLORADO SPRINGS PUBLIC WORKS PRIOR TO THE ISSUANCE OF ANY CONSTRUCTION PERMIT FOR WORK WITHIN RIGHT-OF-WAY.
3. EXISTING ASPHALT PAVEMENT SHALL BE STRAIGHT SAWCUT OR BLADECUT WHEN ADJOINING WITH NEW ASPHALT PAVEMENT. EXISTING PAVEMENT THAT IS TO REMAIN IN PLACE SHALL BE SAWCUT TO A NEAT VERTICAL LINE WITH A CONCRETE PAVEMENT SAW OR OTHER METHOD AS APPROVED BY THE ENGINEER AND GOVERNING MUNICIPALITY. REMOVED PAVEMENT SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF-SITE. ANY AND ALL WORK ASSOCIATED WITH ASPHALT PAVEMENT SAWING AND/OR DISPOSAL SHALL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCIDENTAL TO THE ITEM OF WORK. WHERE EXISTING BITUMINOUS PAVEMENT IS SAWCUT TO ABUT THE NEW BITUMINOUS PAVEMENT, THE SAWCUT VERTICAL EDGE SHALL BE PAINTED WITH EMULSIFIED ASPHALT (SLOW-SETTING).
4. STRUCTURAL SECTION SHALL BE PER THE FINAL PAVEMENT DESIGN REPORT BY THE GEOTECHNICAL ENGINEER AND APPROVED BY THE CITY OF COLORADO SPRINGS PUBLIC WORKS WITH PAVEMENT DESIGN IN ACCORDANCE WITH THE CITY OF COLORADO SPRINGS ROADWAY DESIGN AND CONSTRUCTION MANUAL.
5. CONCRETE MAY BE PLACED BY MACHINE METHODS PROVIDED THAT ALL FINISH LINES ARE WITHIN 1/8" +/- TOLERANCE OF THE LINES SHOWN ON THE PLANS. THE FLOWLINE MUST BE FREE DRAINING.
6. CONTRACTOR SHALL HAVE IN CONTRACTOR'S POSSESSION AT ALL TIMES ONE (1) COPY OF THE GEOTECHNICAL REPORT.
7. PROOF ROLLING WILL NOT BE MEASURED AND PAID FOR SEPARATELY, BUT SHALL BE CONSIDERED INCIDENTAL TO THE WORK. PROOF ROLLING MUST OCCUR PRIOR TO PAVING.
8. ANY LAYER OF BITUMINOUS PAVEMENT THAT IS TO HAVE A SUCCEEDING LAYER PLACED THEREON SHALL BE COMPLETED FULL WIDTH BEFORE THE SUCCEEDING LAYER IS PLACED.
9. A TACK COAT IS REQUIRED PRIOR TO THE PLACEMENT OF SUBSEQUENT LIFTS OF HOT BITUMINOUS PAVEMENT (HBP).
10. BEFORE PLACEMENT OF THE TACK COAT, THE CONTRACTOR SHALL CLEAN THE ROADWAY AS DIRECTED BY ENGINEER. CLEANING SHALL NOT BE MEASURED AND PAID FOR SEPARATELY BUT SHALL BE CONSIDERED AS INCIDENTAL TO THE HBP.
11. IF NECESSARY, A PICKUP TYPE BROOM SHALL PERFORM ALL SWEEPING OPERATIONS. SWEEPING OPERATIONS NOT BE MEASURED AND PAID FOR SEPARATELY, BUT SHALL BE CONSIDERED INCIDENTAL TO THE WORK.
12. ALL EXCESS PAVING MATERIAL WILL BECOME THE PROPERTY OF THE CONTRACTOR AND WILL BE DISPOSED PROPERLY BY THE CONTRACTOR.
13. ALL STRIPING SHALL MEET THE REQUIREMENTS OUTLINED IN THE MUTCD AND BY THE CITY OF COLORADO SPRINGS. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE PLACEMENT AND MAINTENANCE OF ALL NECESSARY TEMPORARY AND PERMANENT PAVEMENT MARKINGS UNTIL CONSTRUCTION ACCEPTANCE IS ISSUED.
14. ALL ASPHALT MIXTURE DESIGNS SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT OF CONCRETE AND ASPHALT.

SUPPLEMENTAL CONSTRUCTION NOTES

1. ALL OFF SITE WORK (IF APPLICABLE) WILL REQUIRE A WRITTEN AUTHORIZATION OR TEMPORARY CONSTRUCTION EASEMENT FROM THE PROPERTY OWNER PRIOR TO THE COMMENCEMENT OF WORK.
2. SEE LANDSCAPING CONSTRUCTION DOCUMENTS FOR DETAILS AND SPECIFICATIONS FOR LANDSCAPING AND WALLS (IF APPLICABLE).
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF COLORADO SPRINGS STANDARDS.
4. VERIFY EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IF ANY CONFLICTS WITH THE DRAWINGS OCCUR.
5. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING UTILITY LINES WHICH MAY NOT BE SHOWN.

MATERIAL SPECIFICATIONS

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE COLORADO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2023, AND THE CITY OF COLORADO SPRINGS STANDARDS.

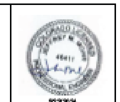
CONCRETE:
CDOT CONCRETE CLASS B, FC = 4,000 PSI @ 28 DAYS
SHOTCRETE, FC = 4,000 PSI @ 28 DAYS

REINFORCING STEEL: FY = 60,000 PSI

SHEET PILE STEEL: ASTM A572, FY = 50 KSI

DESIGN FLOWS			
	RETURN PERIOD	DESIGN FLOW (CFS)	FLOW DEPTH (FT)
BIG JOHNSON	2-YEAR	69	1.09
	100-YEAR	415	2.6

FOR BURIED UTILITY INFORMATION
THREE (3) BUSINESS DAYS
BEFORE YOU DIG
CALL 811
(OR 1-800-922-1987)
UTILITY NOTIFICATION
CENTER OF COLORADO (UNCC)
WWW.UNCC.ORG



5/22/2024

NO.	DATE	AMENDMENT

PEAK INNOVATION PARK
COLORADO SPRINGS AIRPORT
ENERTIA CONSULTING GROUP LLC

COLORADO SPRINGS AIRPORT
BIG JOHNSON CHANNEL STABILIZATION
CIVIL CONSTRUCTION PLANS
COLORADO SPRINGS, COLORADO

GENERAL NOTES

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"

DATE: MAY 22, 2024
SHEET
2 OF 23

SCALE: 1"=1"

N

811
FOR MORE UTILITY INFORMATION
THREE (3) BUSINESS DAYS
BEFORE YOU DIG
CALL 811
UTILITY INFORMATION
CENTER OF COLORADO
www.uncoc.com

ALL DRAWINGS ARE 22" X 34" UNLESS OTHERWISE NOTED.	
DATE: NOV 2, 2021	
SHEET	3 OF 23

COLORADO SPRINGS AIRPORT
BIG JOHNSON CHANNEL STABILIZATION
CIVIL CONSTRUCTION PLANS
COLORADO SPRINGS, COLORADO

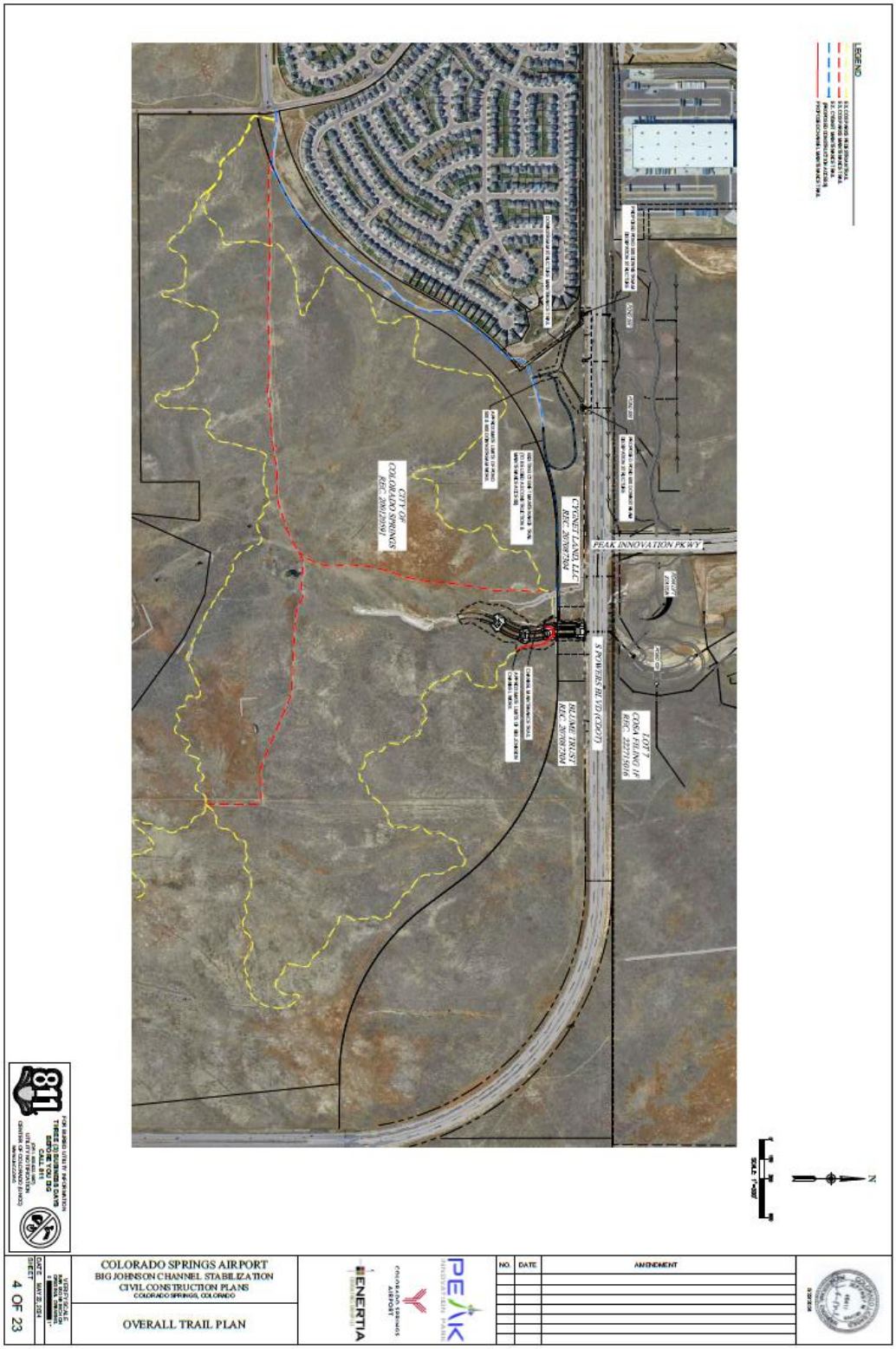
EXISTING CONDITIONS PLAN

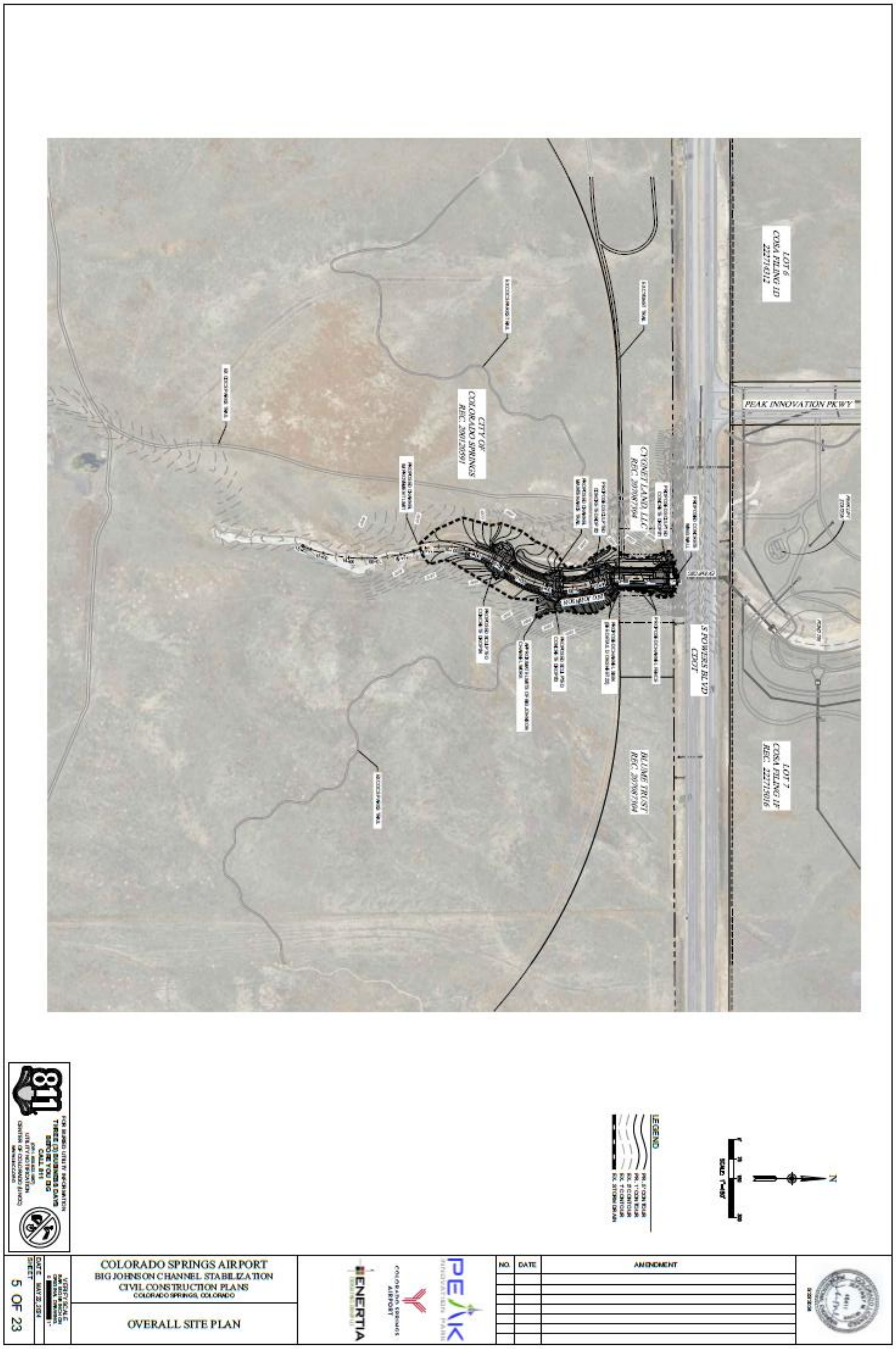
ENERTIA

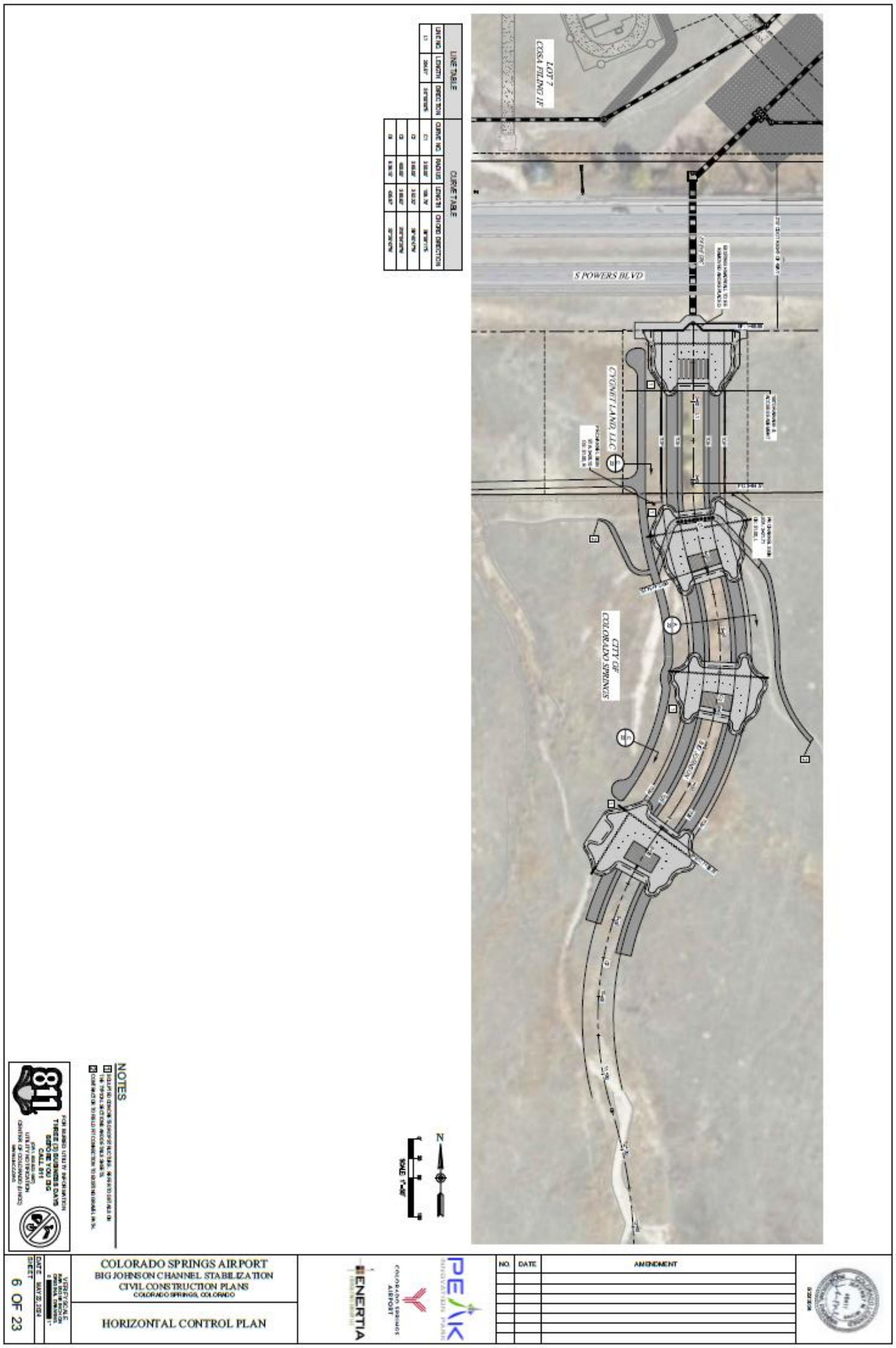
COLORADO SPRINGS AIRPORT

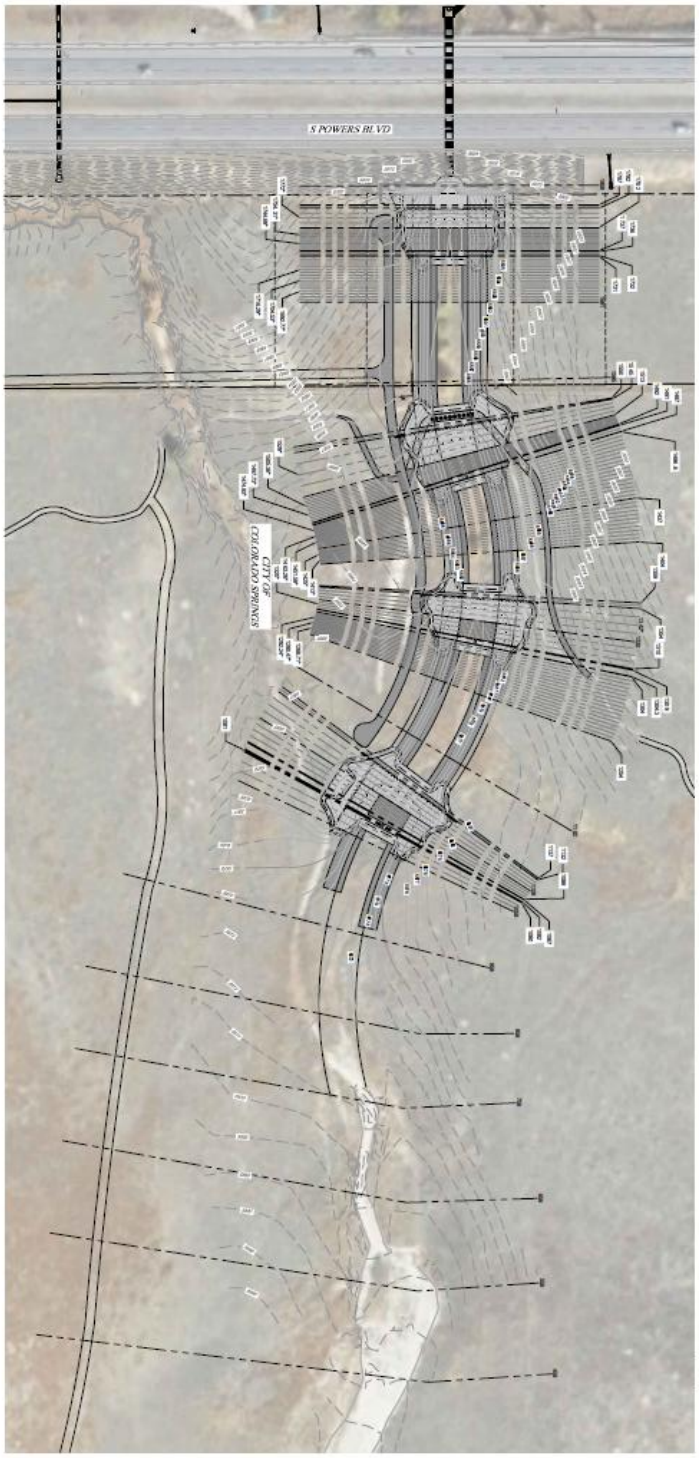
PEAK INNOVATION PARK

NO.	DATE	AMENDMENT


LEGEND
PEAK INNOVATION PKWY
S POWERS BLVD CORD
CYGNET LAND, LLC
REC. 207082296
CITY OF
COLORADO SPRINGS
REC. 200120590
SOLAME TRUST
REC. 207082304
LOT 7
COSA FILING 19
REC. 222715016
N
SCALE: 1"=200'
811
FOR MORE UTILITY INFORMATION
THROUGHOUT YOUR PLANS
BEFORE YOU DIG
CALL 811
OR
VISIT UTILITIES.COM
COLORADO SPRINGS
UTILITIES
COLORADO SPRINGS AIRPORT
BIG JOHNSON CHANNEL STABILIZATION
CIVIL CONSTRUCTION PLANS
COLORADO SPRINGS, COLORADO
OVERALL TRAIL PLAN
ENERTIA
COLORADO SPRINGS AIRPORT
PEAK
NO.
DATE
AMENDMENT
DATE MAY 2, 2021
SHEET 4 OF 23


LOT 6
COSA FILING 1D
PEAK INNOVATION PKWY
CITY OF COLORADO SPRINGS
CYGNET LAND LLC
S POWERS BLVD
CDOT
BLUME TRUST
LOT 7
COSA FILING 1F
LEGEND
N
NO.
DATE
AMENDMENT
COLORADO SPRINGS AIRPORT
BIG JOHNSON CHANNEL STABILIZATION
CIVIL CONSTRUCTION PLANS
COLORADO SPRINGS, COLORADO
OVERALL SITE PLAN
5 OF 23
PEAK
ENERTIA


COLORADO SPRINGS AIRPORT
BIG JOHNSON CHANNEL STABILIZATION
CIVIL CONSTRUCTION PLANS
COLORADO SPRINGS, COLORADO
HORIZONTAL CONTROL PLAN
6 OF 23
LINE TABLE
CURVE TABLE
S POWERS BLVD
CYGNET LAND LLC
CITY OF COLORADO SPRINGS
LOT 7 COSA FILING 1F
NOTES
AMENDMENT
NO.
DATE
PEAK INNOVATION PARK
ENERTIA



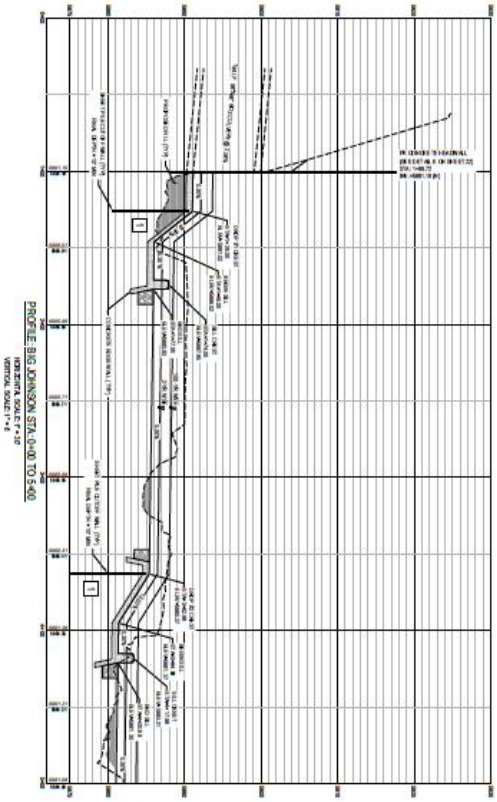
NOTES

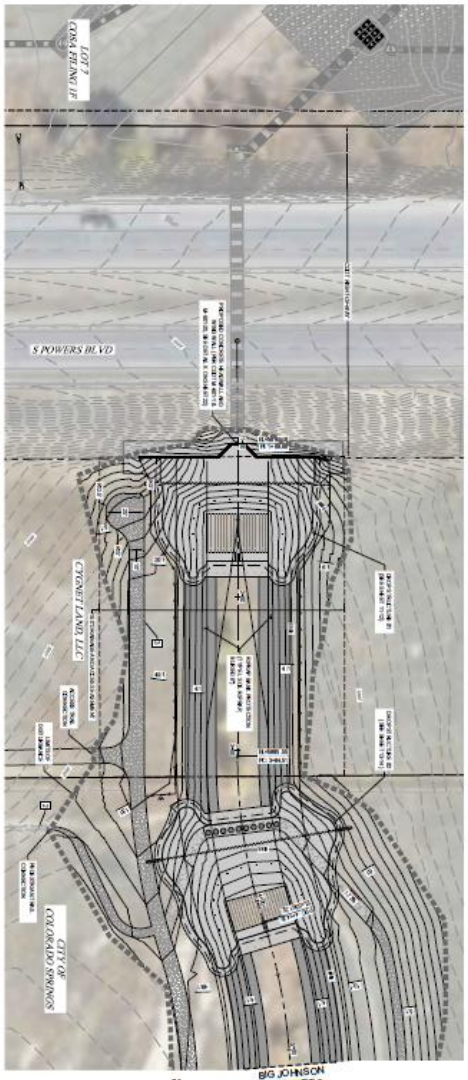
COLORADO SPRINGS AIRPORT
BIG JOHNSON CHANNEL STABILIZATION
CIVIL CONSTRUCTION PLANS
COLORADO SPRINGS, COLORADO

HYDRAULIC MAP CROSS SECTIONS

NO.	DATE	AMENDMENT

DATE MAY 2, 2014
SHEET 7 OF 23





PLAN & PROFILE NOTES

1. TYPICAL SECTION INCORPORATED BASED ON HARRISON AIRPORT CHANNEL PROPERTIES TO DESIGN STATIONING CHANNEL.
2. APPROXIMATE LOCATION OF EXISTING GRADE, INCLUDING ALL ROCK TO BE REMOVED AND RECONSTRUCTION OF CHANNEL TO BE DESIGNED.
3. PROPOSED GRADE BASED ACCORD. TO ALL ROCK TO BE REMOVED.
4. ALL ROCK REMOVED DURING CONSTRUCTION TO BE TRANSPORTED OUTSIDE THE SITE. CONTRACTOR TO REQUIRE AT ADDITIONAL COST.

811
CALL 2 BUSINESS DAYS
BEFORE YOU DIG
CALL UTILITY NOTIFICATION CENTER OF COLORADO (UNCO)
1-800-922-1987

COLORADO SPRINGS AIRPORT
BIG JOHNSON CHANNEL STABILIZATION
CIVIL CONSTRUCTION PLANS
COLORADO SPRINGS, COLORADO

PLAN & PROFILE 01

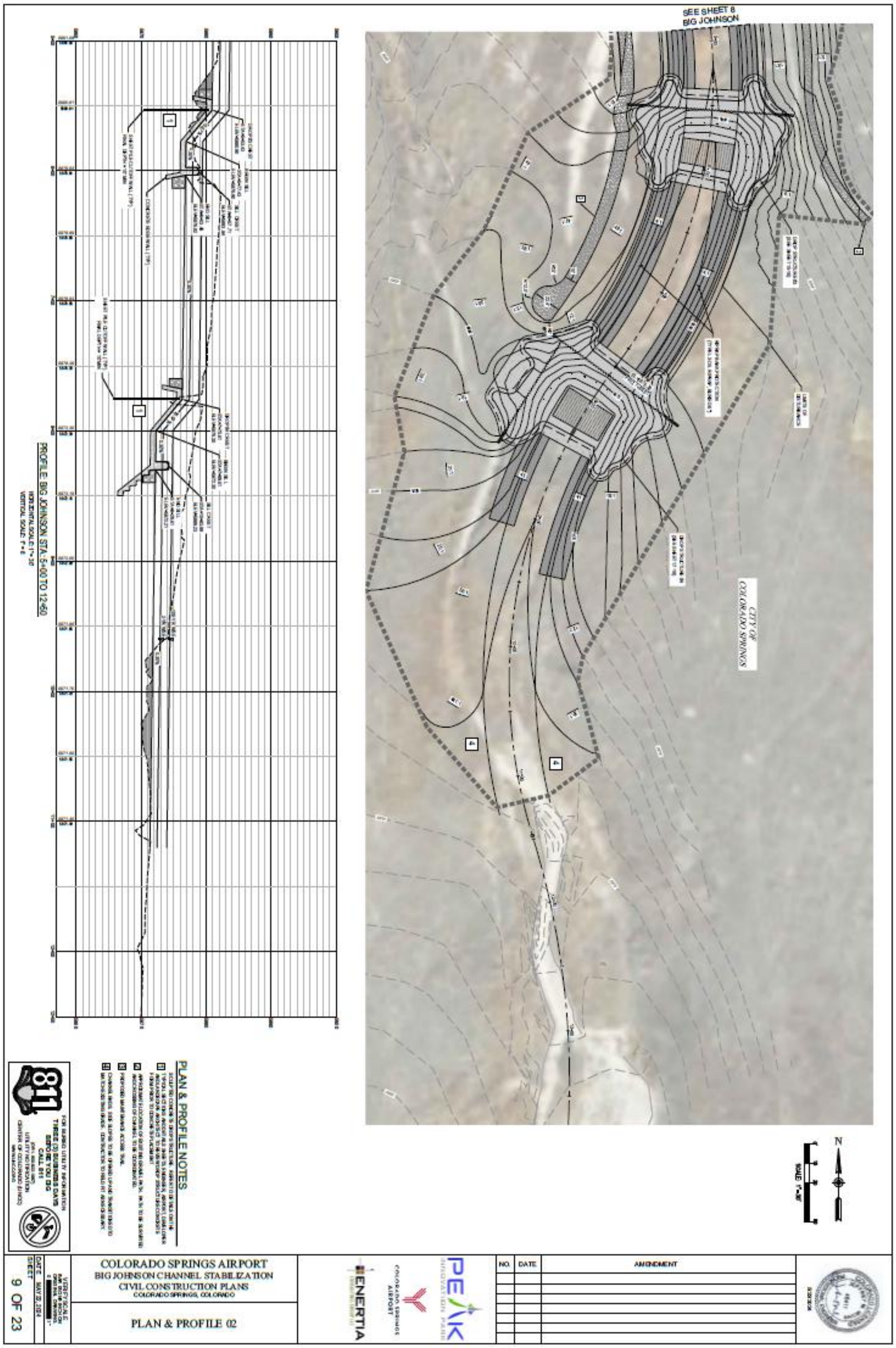
ENERTIA

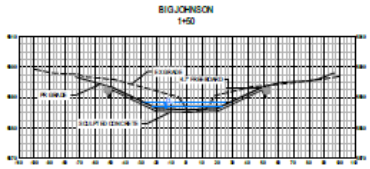
COLORADO SPRINGS AIRPORT

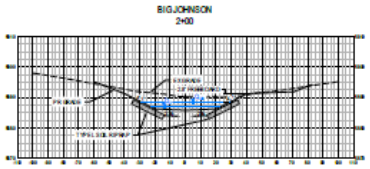
PEAK

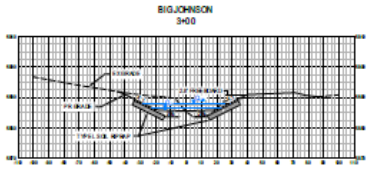
NO.	DATE	AMENDMENT

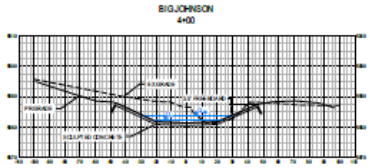
VERTICAL SCALE
DRAWING NUMBER
DATE MAY 2, 2014
SHEET 8 OF 23

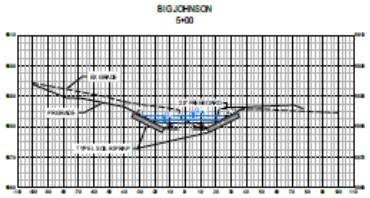

SEE SHEET 8
BIG JOHNSON
CITY OF
COLORADO SPRINGS
PROFILE BIG JOHNSON STA. 5+00 TO 12+60
PLAN & PROFILE NOTES
COLORADO SPRINGS AIRPORT
BIG JOHNSON CHANNEL STABILIZATION
CIVIL CONSTRUCTION PLANS
COLORADO SPRINGS, COLORADO
PLAN & PROFILE 02
9 OF 23
NO.
DATE
AMENDMENT
ENERTIA
PEAK
INNOVATION PARK

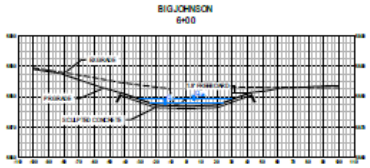


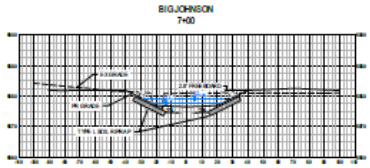


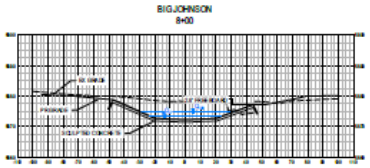


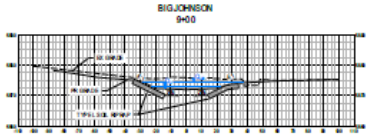


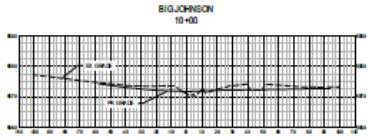


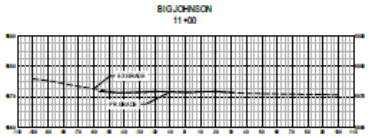












SCALE: 1"=30'
VERTICAL SCALE: 1" = 15'

NOTE:
SEE GROUP OF SECTIONS AND CHANNEL SECTIONS ON SHEETS 12, 14, 15, 16, 18, AND 23 FOR MATERIAL DEPTHS/THICKNESSES AND INFORMATION.

FOR BURIED UTILITY INFORMATION
THREE (3) BUSINESS DAYS
BEFORE YOU DIG
CALL 811
(Dr. 8620-1987)
UTILITY NOTIFICATION
CENTER OF COLORADO (UNCC)
WWW.UNCC.ORG

NO.	DATE	AMENDMENT

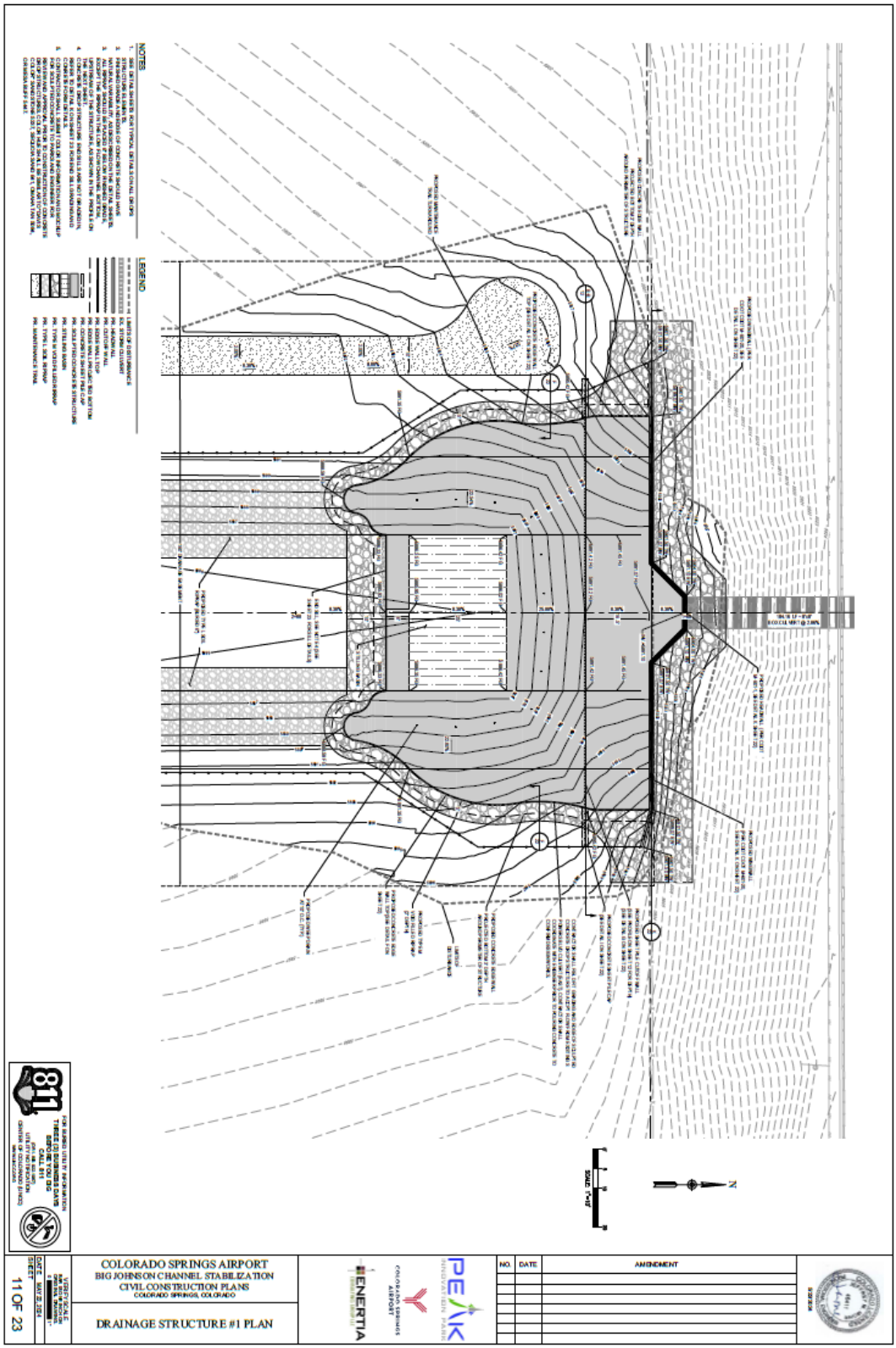
PEAK INNOVATION PARK
COLORADO SPRINGS AIRPORT
ENERTIA

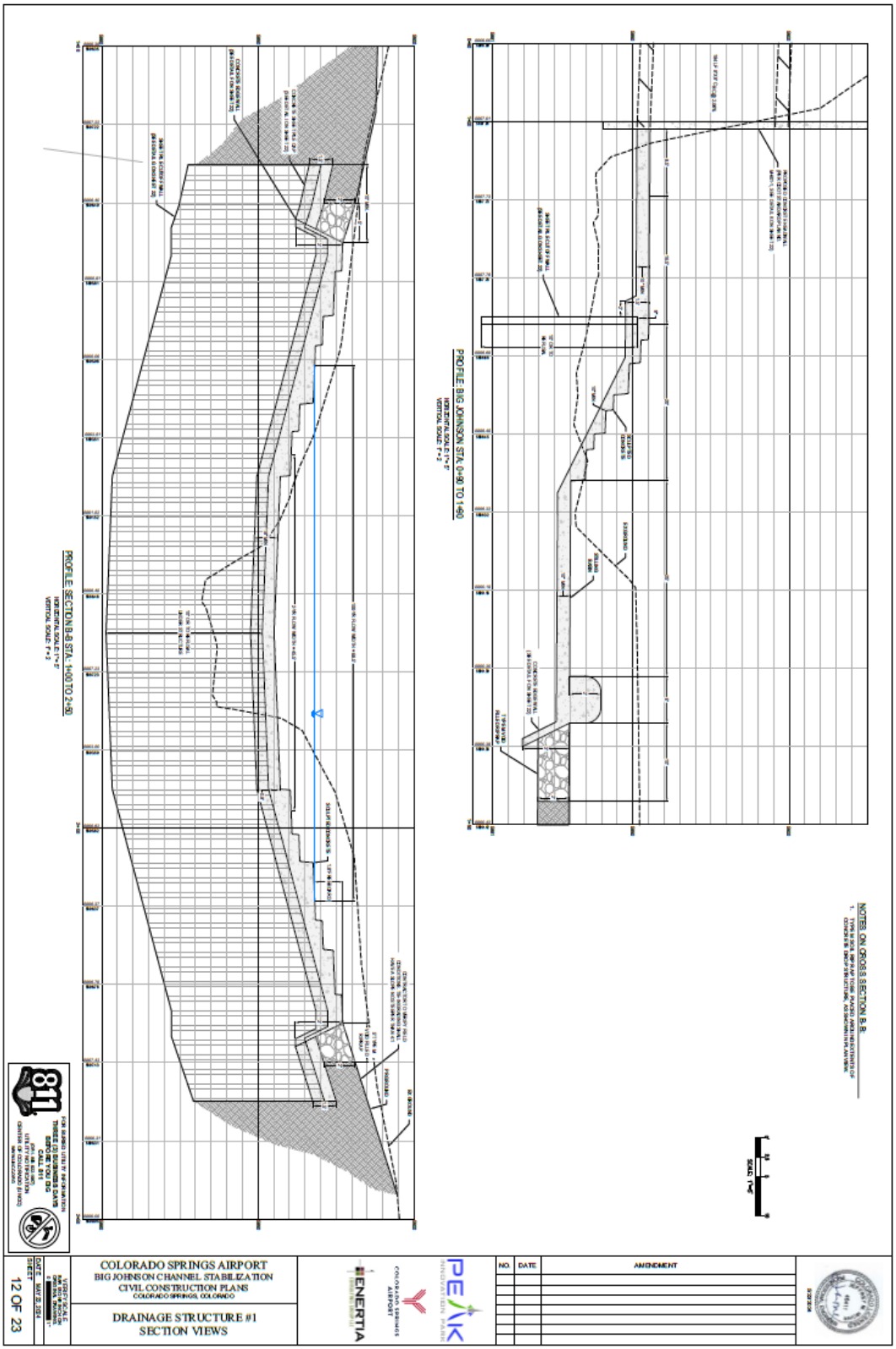
COLORADO SPRINGS AIRPORT
BIG JOHNSON CHANNEL STABILIZATION
CIVIL CONSTRUCTION PLANS
COLORADO SPRINGS, COLORADO

BIG JOHNSON CHANNEL CROSS SECTIONS STA: 1+50 TO 11+00

VERIFY SCALE
BAR 50.00 INCH ON ORIGINAL DRAWING.
0 1"

DATE MAY 22, 2024
SHEET
10 OF 23


NOTES
LEGEND
COLORADO SPRINGS AIRPORT
BIG JOHNSON CHANNEL STABILIZATION
CIVIL CONSTRUCTION PLANS
COLORADO SPRINGS, COLORADO
DRAINAGE STRUCTURE #1 PLAN
NO.
DATE
AMENDMENT
11 OF 23


PROFILE: SECTION B-B STA: 1+00 TO 2+50
HORIZONTAL SCALE: 1"=10'
VERTICAL SCALE: 1"=2'
PROFILE: BIG JOHNSON STA: 0+00 TO 1+00
HORIZONTAL SCALE: 1"=10'
VERTICAL SCALE: 1"=2'
NOTES ON CROSS SECTION B-B:
1. TYPE II SOIL RIP RAP TO BE PLACED AROUND EXTENTS OF CONCRETE DROP STRUCTURE, AS SHOWN ON PLAN VIEW.
SCALE: 1"=2'
811
COLORADO SPRINGS AIRPORT
BIG JOHNSON CHANNEL STABILIZATION
CIVIL CONSTRUCTION PLANS
COLORADO SPRINGS, COLORADO
DRAINAGE STRUCTURE #1
SECTION VIEWS
ENERTIA
COLORADO SPRINGS AIRPORT
PEAK
NO.
DATE
AMENDMENT
DATE: MAY 2 2024
SHEET
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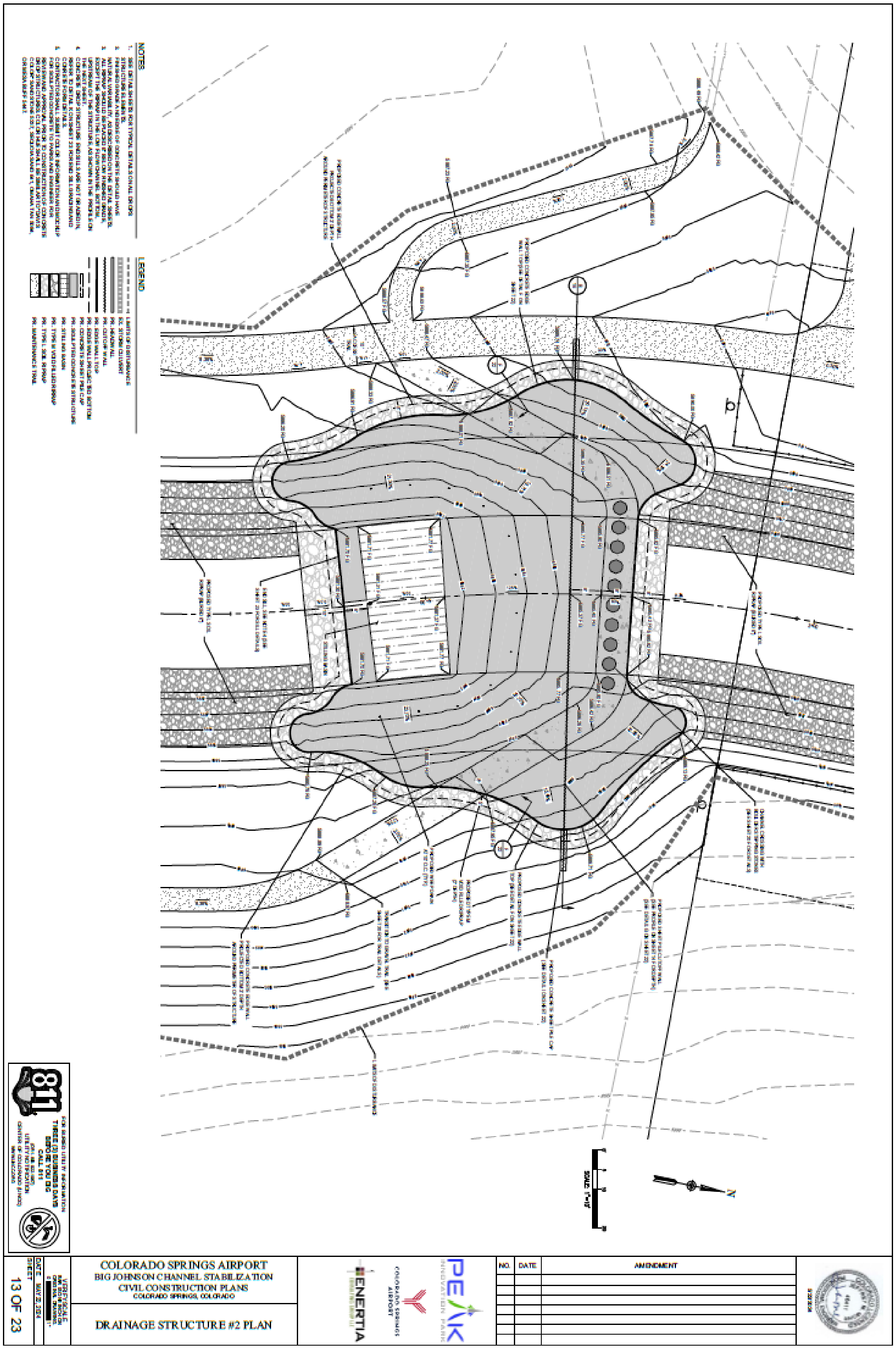

NOTES
LEGEND
COLORADO SPRINGS AIRPORT
BIG JOHNSON CHANNEL STABILIZATION
CIVIL CONSTRUCTION PLANS
COLORADO SPRINGS, COLORADO
DRAINAGE STRUCTURE #2 PLAN
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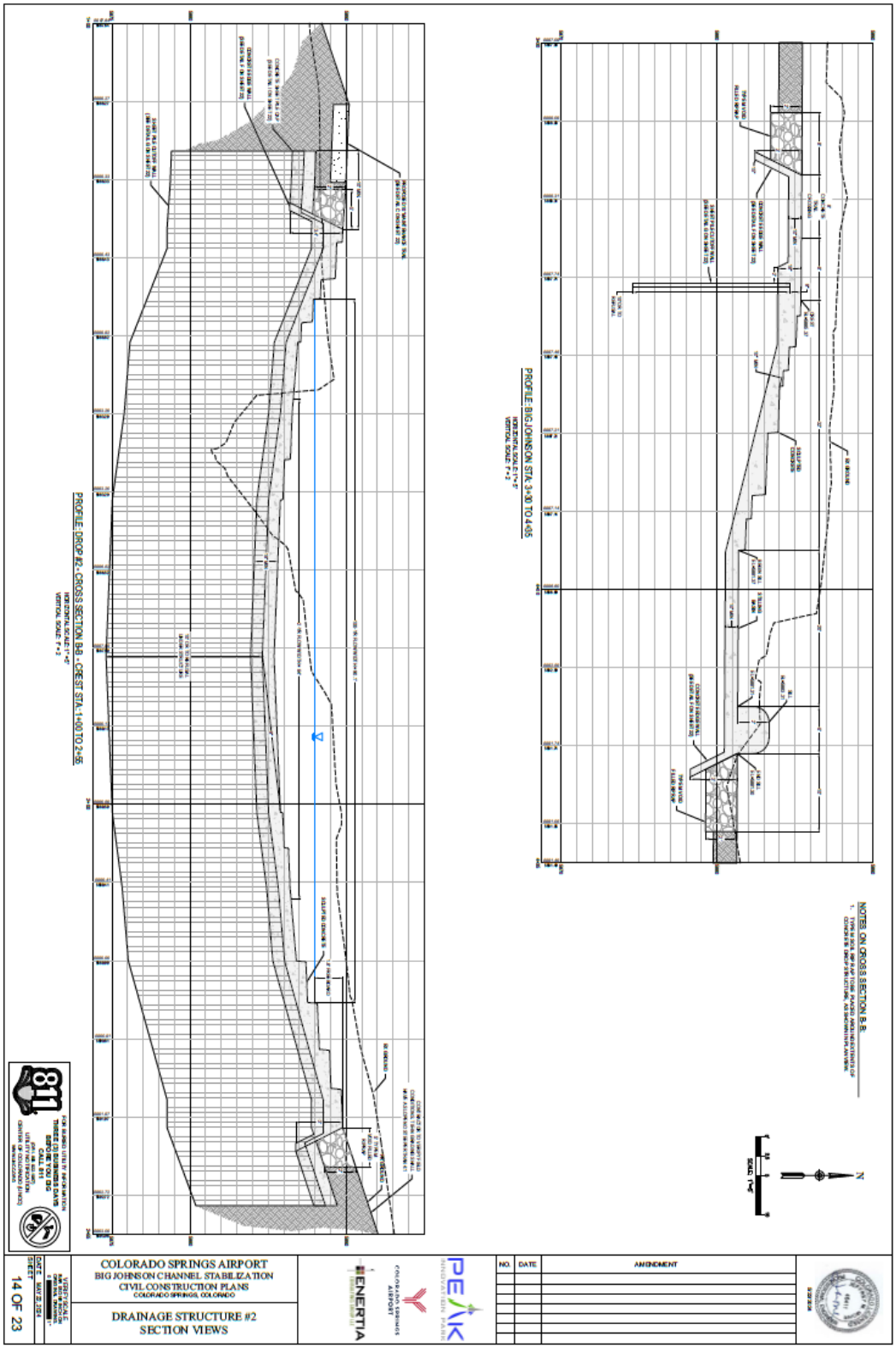
PROFILE: DROP #2 - CROSS SECTION B-B - CREST STA: 1+00 TO 2+55
HORIZONTAL SCALE: 1"=5'
VERTICAL SCALE: 1"=2'
PROFILE: BIG JOHNSON STA: 3+30 TO 4+55
HORIZONTAL SCALE: 1"=5'
VERTICAL SCALE: 1"=2'
NOTES ON CROSS SECTION B-B:
811
COLORADO SPRINGS AIRPORT
BIG JOHNSON CHANNEL STABILIZATION
CIVIL CONSTRUCTION PLANS
COLORADO SPRINGS, COLORADO
DRAINAGE STRUCTURE #2
SECTION VIEWS
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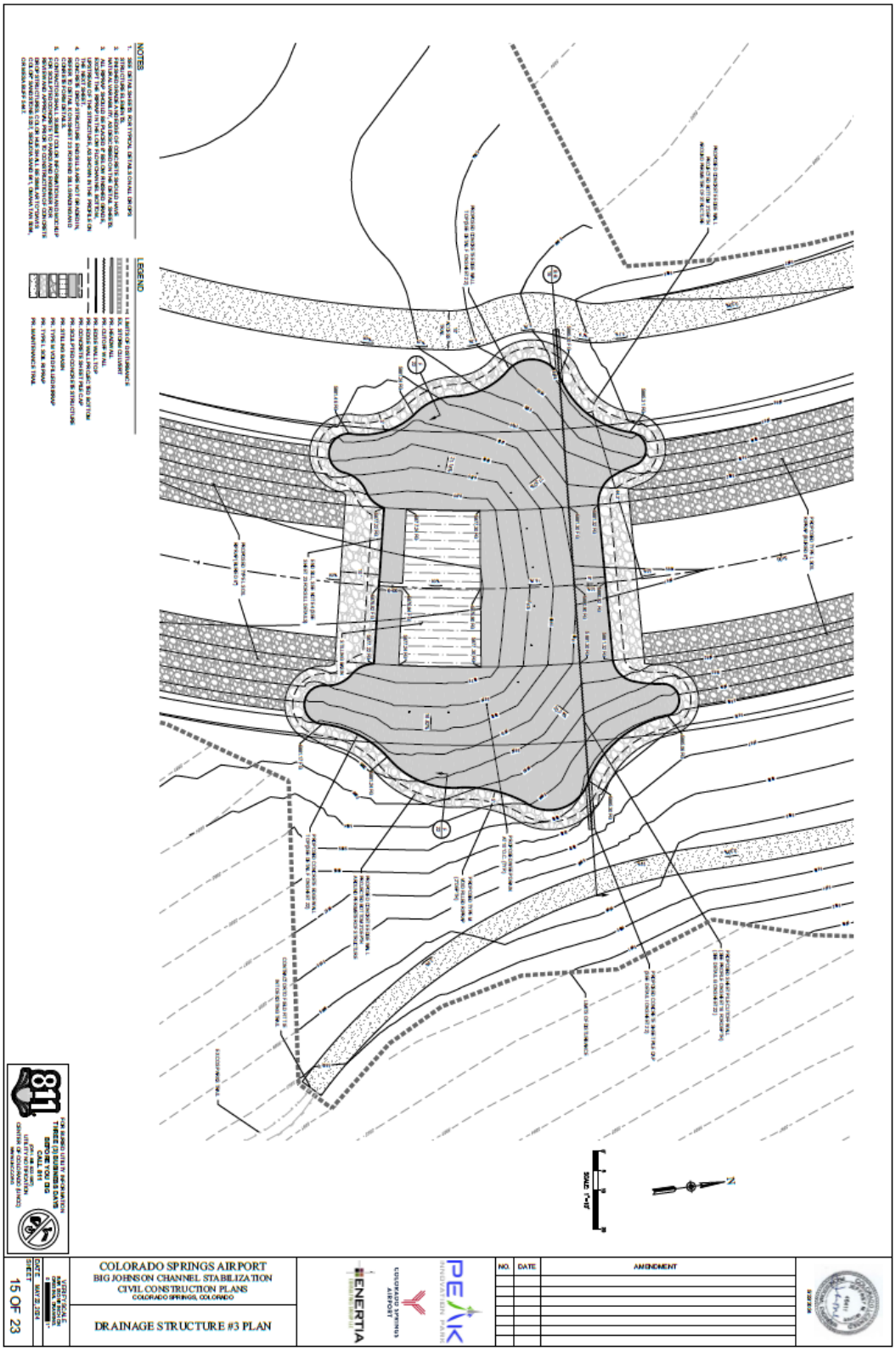
NOTES
LEGEND
811
COLORADO SPRINGS AIRPORT
BIG JOHNSON CHANNEL STABILIZATION
CIVIL CONSTRUCTION PLANS
COLORADO SPRINGS, COLORADO
DRAINAGE STRUCTURE #3 PLAN
ENERTIA
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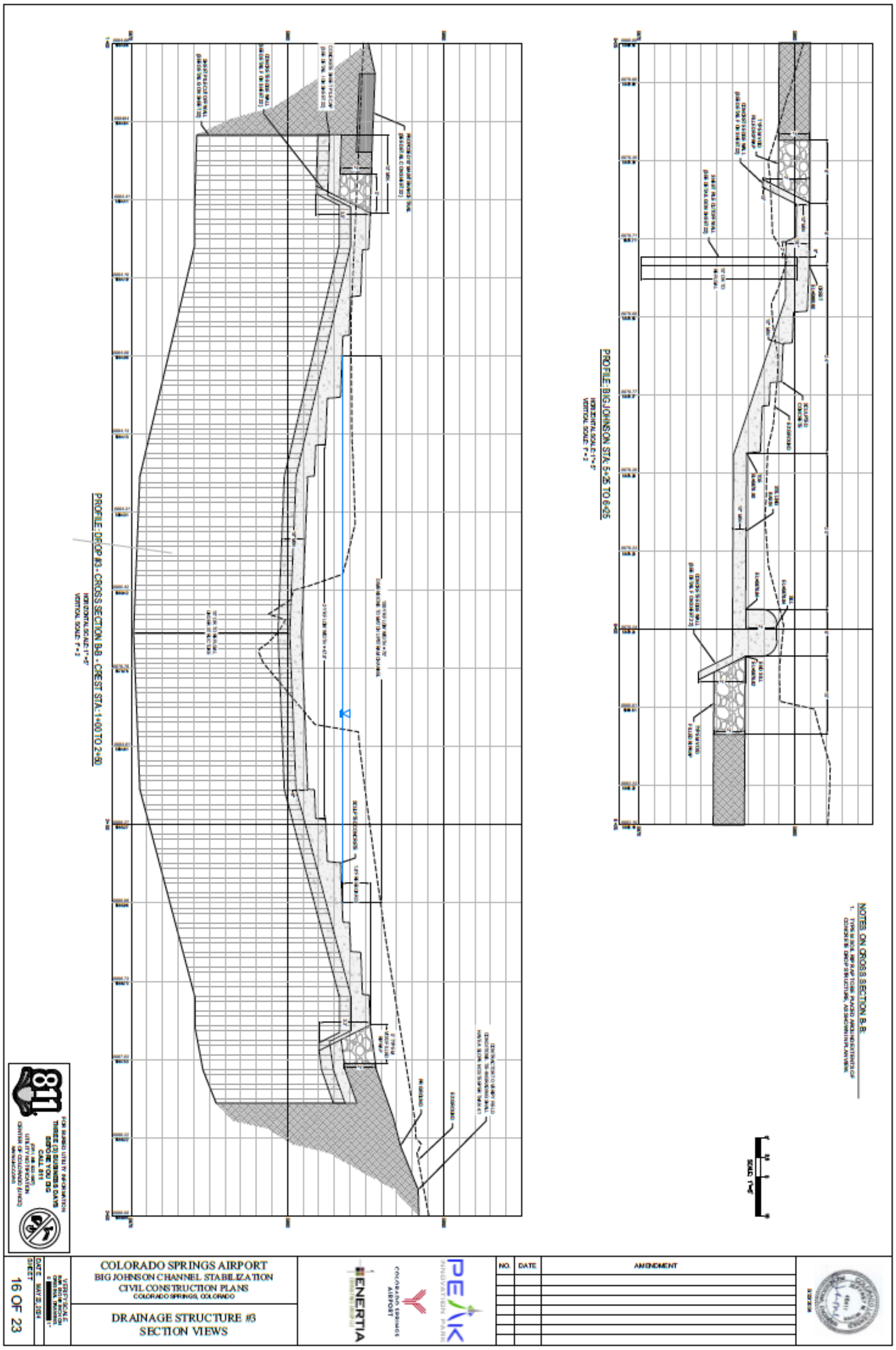
PROFILE: DROP #3 - CROSS SECTION B-B - CREST STA. 1+00 TO 2+50
PROFILE: BIG JOHNSON STA. 5+25 TO 6+25
NOTES ON CROSS SECTION B-B
COLORADO SPRINGS AIRPORT
BIG JOHNSON CHANNEL STABILIZATION
CIVIL CONSTRUCTION PLANS
COLORADO SPRINGS, COLORADO
DRAINAGE STRUCTURE #3
SECTION VIEWS
NO.
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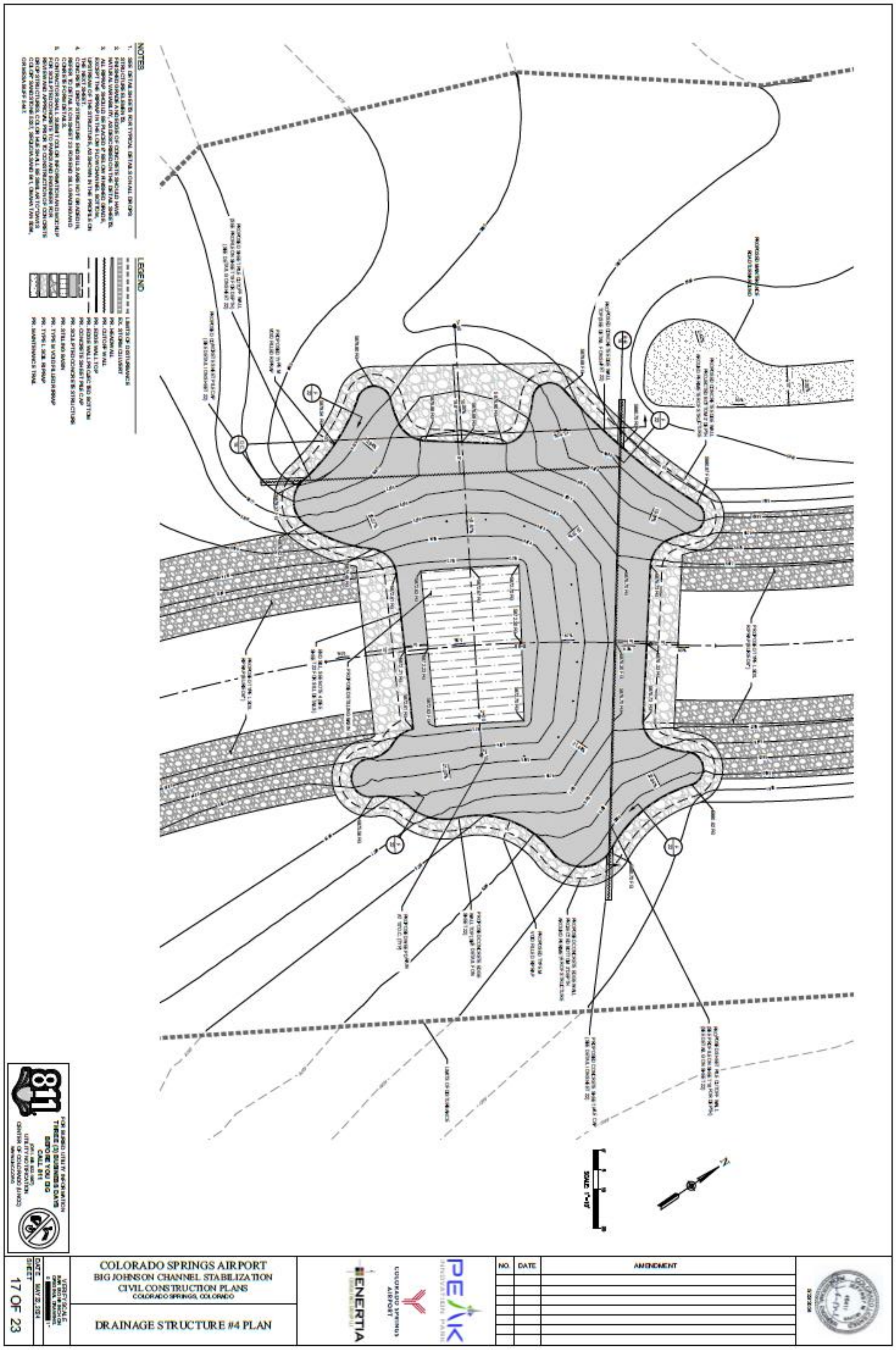

COLORADO SPRINGS AIRPORT
BIG JOHNSON CHANNEL STABILIZATION
CIVIL CONSTRUCTION PLANS
COLORADO SPRINGS, COLORADO
DRAINAGE STRUCTURE #4 PLAN
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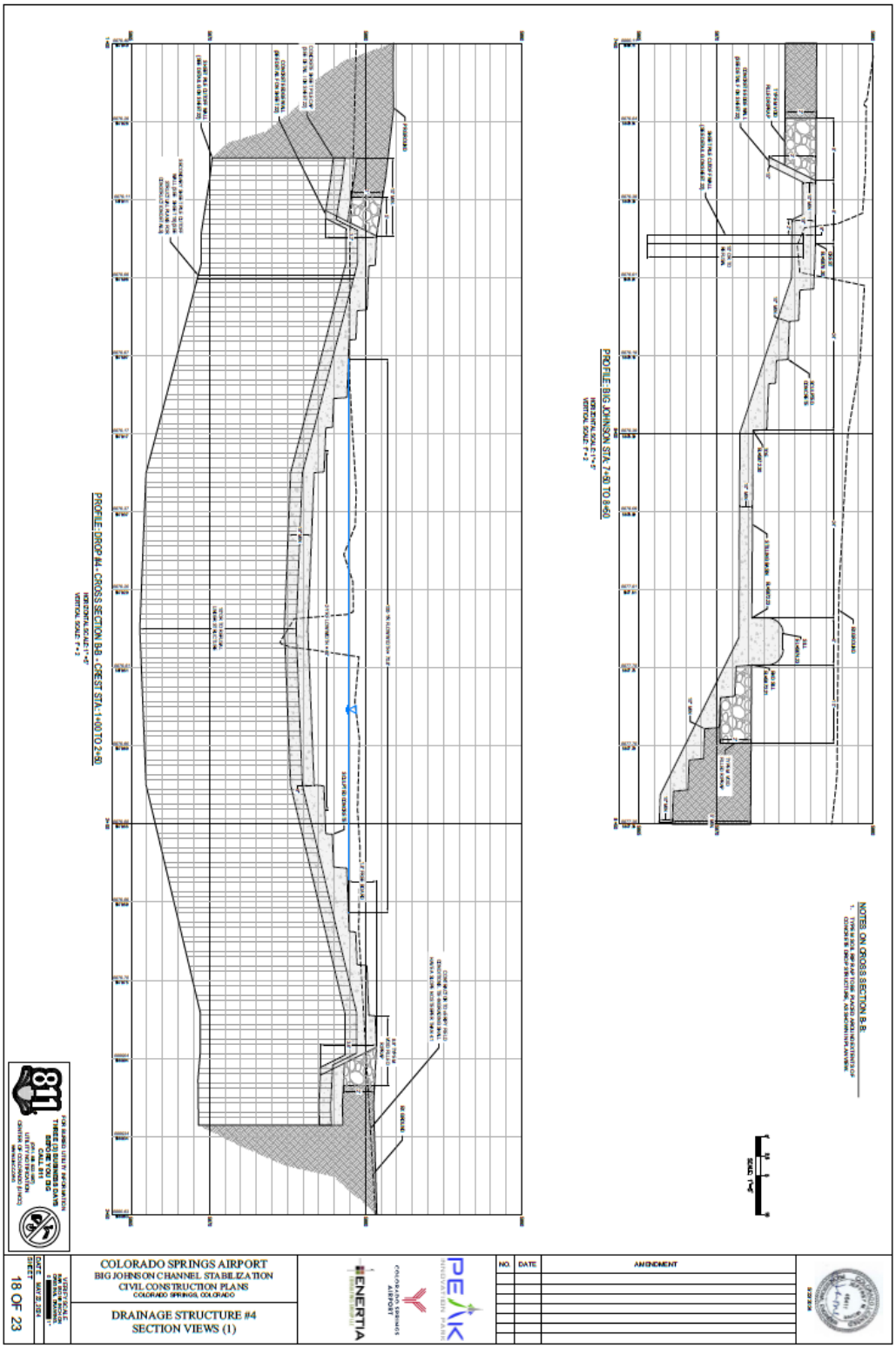
DATE
AMENDMENT


PROFILE-BIG JOHNSON STA 7+95 TO 8+50
HORIZONTAL SCALE 1"=5'
VERTICAL SCALE 1"=2'
PROFILE DROP #4 - CROSS SECTION B-B - CREST STA 1+00 TO 2+50
HORIZONTAL SCALE 1"=5'
VERTICAL SCALE 1"=2'
NOTES ON CROSS SECTION B-B:
SCALE 1"=5'
COLORADO SPRINGS AIRPORT
BIG JOHNSON CHANNEL STABILIZATION
CIVIL CONSTRUCTION PLANS
COLORADO SPRINGS, COLORADO
DRAINAGE STRUCTURE #4
SECTION VIEWS (1)
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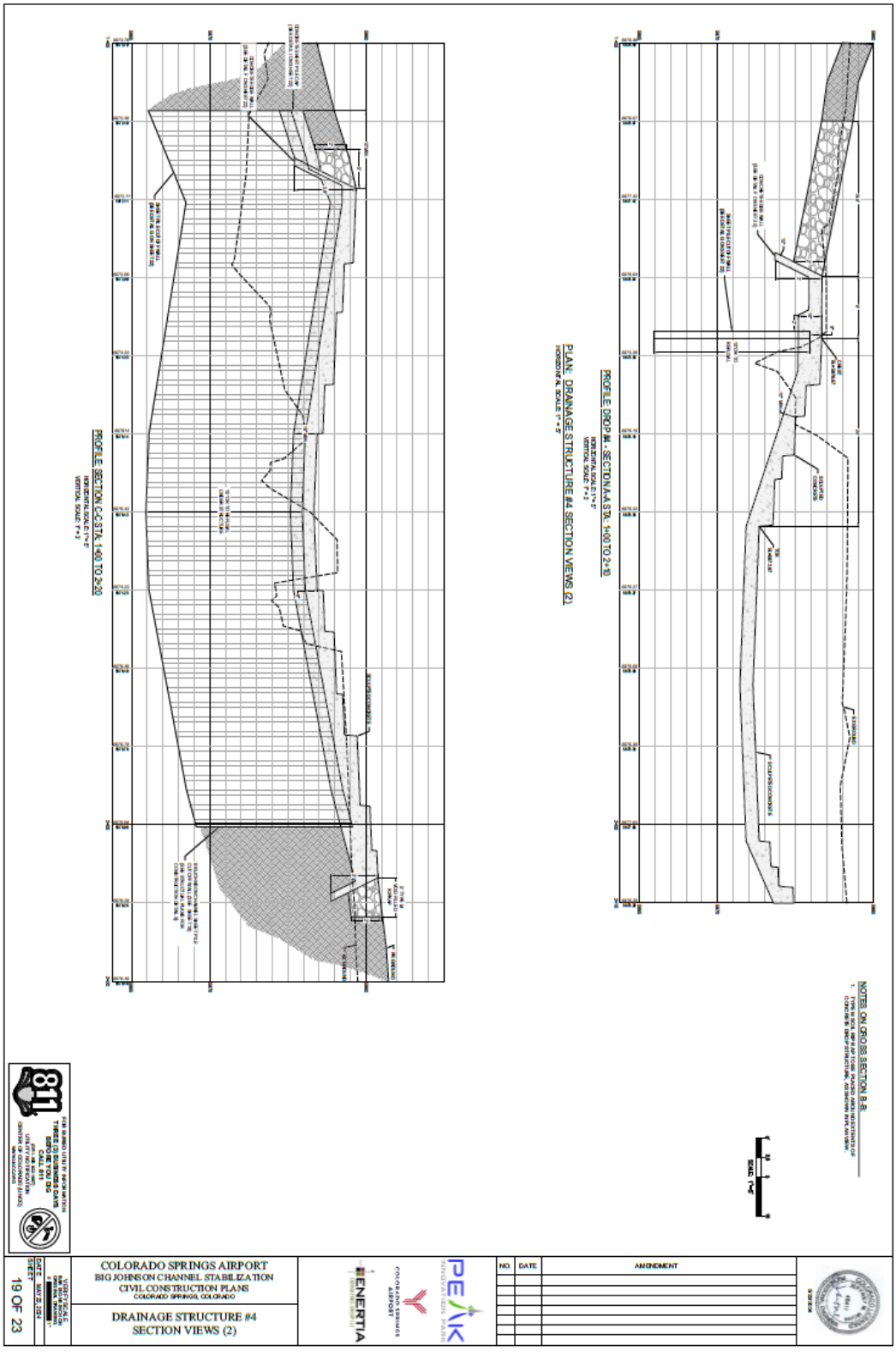
PROFILE: DROP #4 - SECTION A-A STA. 1+00 TO 2+10
HORIZONTAL SCALE: 1"=5'
VERTICAL SCALE: 1"=2
PLAN: DRAINAGE STRUCTURE #4 SECTION VIEWS (2)
HORIZONTAL SCALE: 1"=5'
PROFILE: SECTION C-C STA: 1+00 TO 2+20
HORIZONTAL SCALE: 1"=5'
VERTICAL SCALE: 1"=2
NOTES ON CROSS SECTION B-B:
1. THE ROCK RIP RAP PROTECTION ASSOCIATED WITH CONCRETE DROP STRUCTURE, VERSION 1 IS PLANNED.
SCALE: 1"=5'
811
FOR BURIED UTILITY INFORMATION
THREE (3) BUSINESS DAYS
BEFORE YOU DIG
CALL 811
UTILITY NOTIFICATION
CENTER OF COLORADO (UNCO)
www.uncoc.com
VERTICAL: 1"=2'
HORIZONTAL: 1"=5'
DATE: MAY 2 2014
SHEET 19 OF 23
COLORADO SPRINGS AIRPORT
BIG JOHNSON CHANNEL STABILIZATION
CIVIL CONSTRUCTION PLANS
COLORADO SPRINGS, COLORADO
DRAINAGE STRUCTURE #4
SECTION VIEWS (2)
ENERTIA
COLORADO SPRINGS AIRPORT
PEAK
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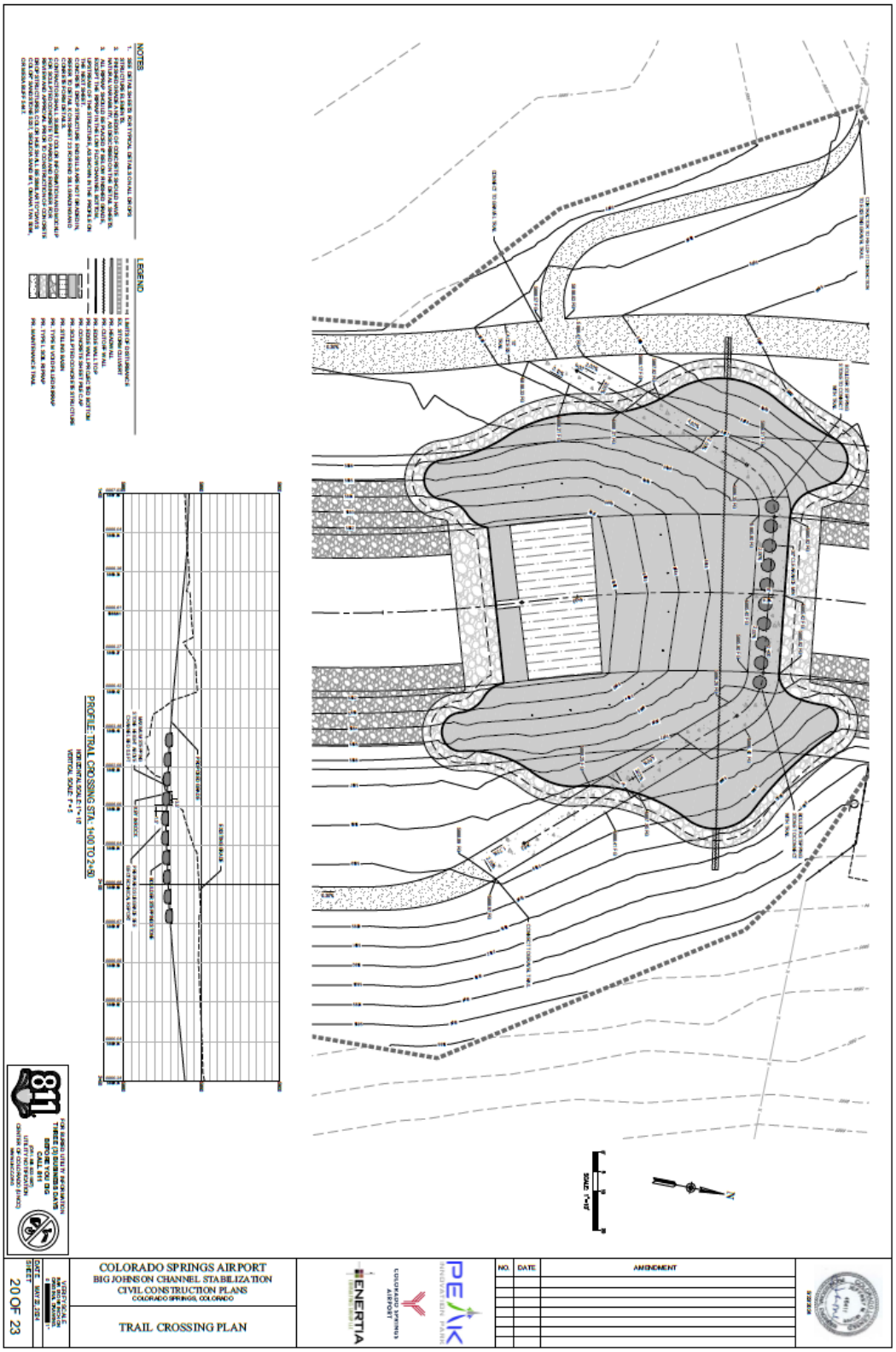
DATE
AMENDMENT


NOTES
LEGEND
PROFILE TRAIL CROSSING STA. 1+00 TO 2+50
HORIZONTAL SCALE: 1"=10'
VERTICAL SCALE: 1"=5'
811
COLORADO SPRINGS AIRPORT
BIG JOHNSON CHANNEL STABILIZATION
CIVIL CONSTRUCTION PLANS
COLORADO SPRINGS, COLORADO
TRAIL CROSSING PLAN
ENERTIA
COLORADO SPRINGS AIRPORT
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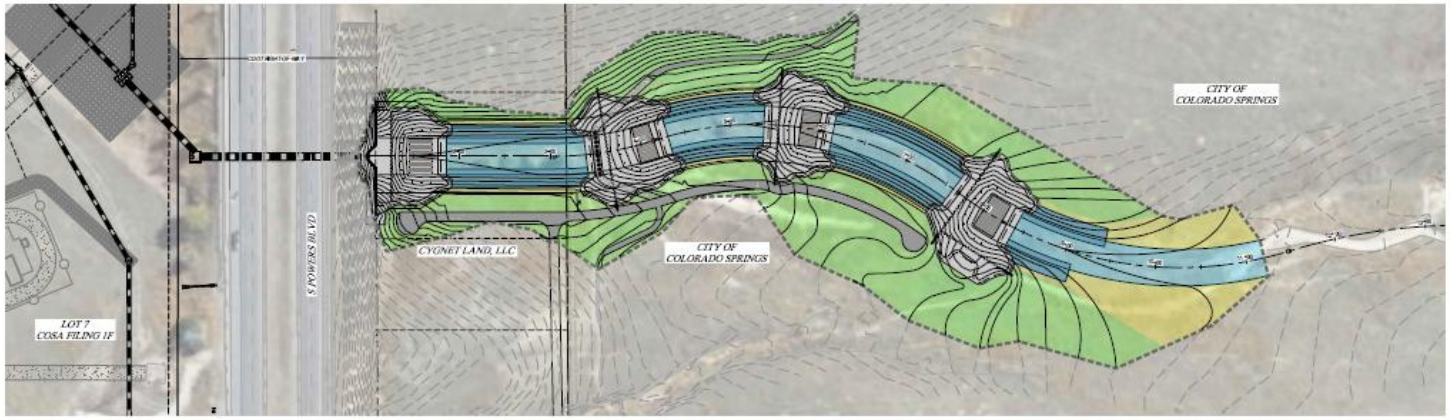

SEED MIX TABLE

ZONE	COMMON NAME	SCIENTIFIC NAME	GROWTH SEASON/FORM	% OF MIX	POUNDS PLS
WETLAND	SWITCHGRASS	PANICUM VIRGATUM	WARM, BUNCH/SOD	20	3
UPLAND	GREEN NEEDLEGRASS	NASSELLA VIRIDULA	COOL, BUNCH	7	3
UPLAND	WESTERN WHEATGRASS	PASCOPYRUM SMITHII	COOL, SOD	7	5.6
UPLAND	BIG BLUESTEM	ANDROPOGON GERARDII	WARM, SOD	30	6.6
UPLAND	SLENDER WHEAT	ELYMUS TRACHYCAULUS	WARM, BUNCH	30	6.5
UPLAND	SIDE-OATS GRAMA	BOUTELOUA CURTIPENDULA	WARM, BUNCH	30	3

SYMBOL KEY - SEED MIXES

- WET LANDS SEED MIX 20,640 SF
- UPLAND SEED MIX 80,921 SF

NOTES

ALL SEED MIXES TO BE PER COLORADO SPRINGS DCM CHAPTER 6.

FOR BURIED UTILITY INFORMATION
THREE (3) BUSINESS DAYS
BEFORE YOU DIG
CALL 811
UTILITY NOTIFICATION
CENTER OF COLORADO (UNCC)

811

N

SCALE 1"=50'

NO.	DATE	AMENDMENT

PEAK INNOVATION PARK

COLORADO SPRINGS AIRPORT

ENERTIA

COLORADO SPRINGS AIRPORT
BIG JOHNSON CHANNEL STABILIZATION
CIVIL CONSTRUCTION PLANS
COLORADO SPRINGS, COLORADO

REVEGETATION PLAN

VERIFY SCALE
BAR IS 50 MM ON ORIGINAL DRAWING.
0 1"

DATE MAY 22, 2024
SHEET
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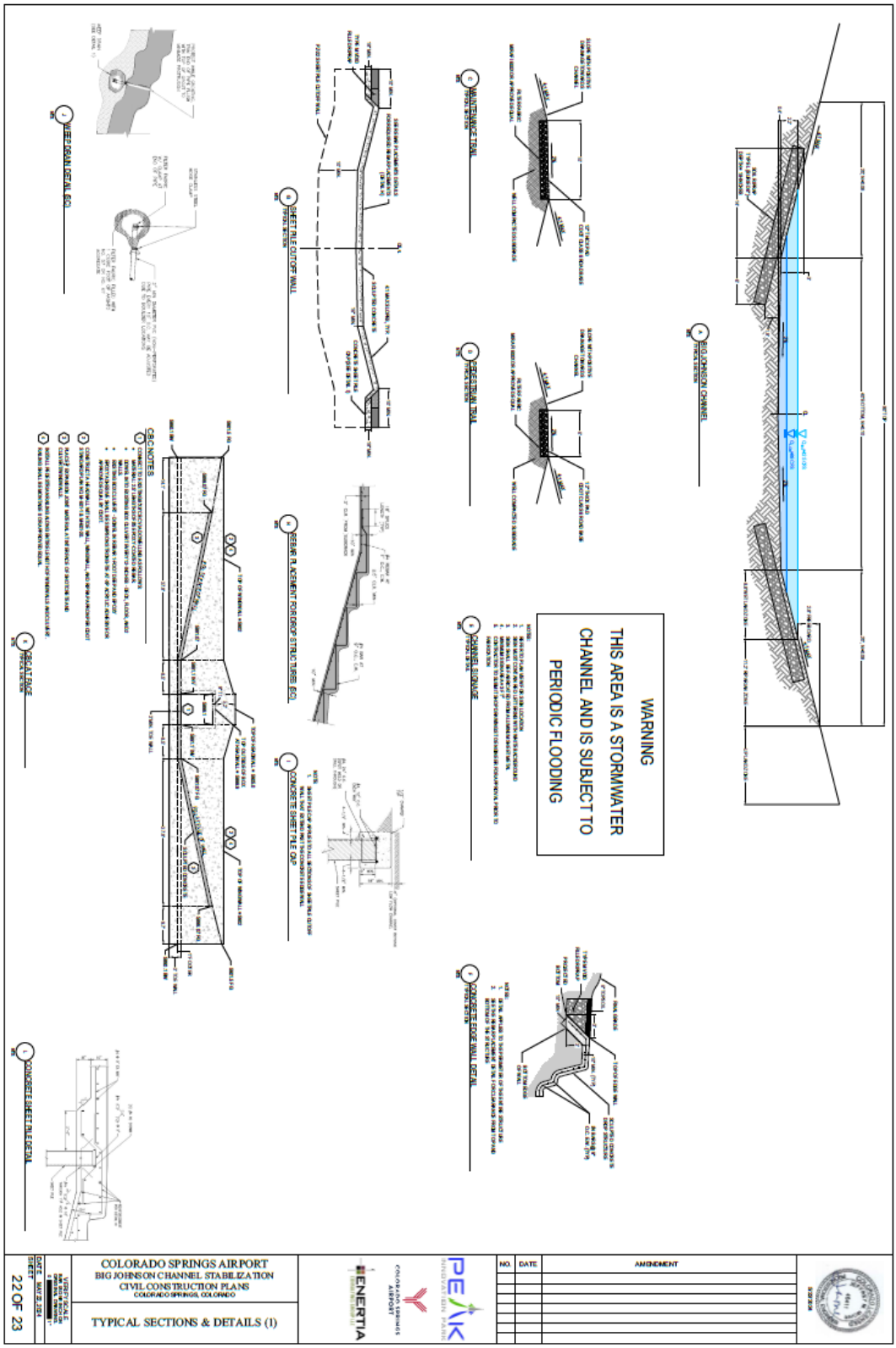
WARNING
THIS AREA IS A STORMWATER
CHANNEL AND IS SUBJECT TO
PERIODIC FLOODING
COLORADO SPRINGS AIRPORT
BIG JOHNSON CHANNEL STABILIZATION
CIVIL CONSTRUCTION PLANS
COLORADO SPRINGS, COLORADO
TYPICAL SECTIONS & DETAILS (1)
NO.
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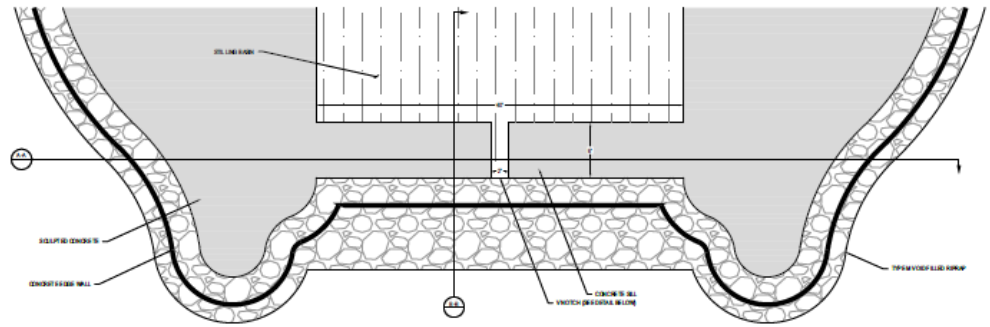
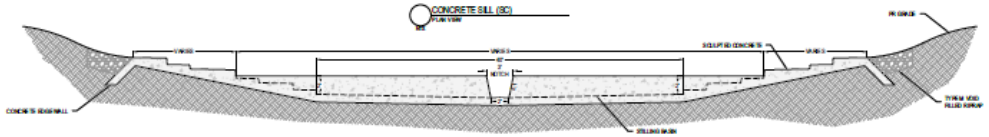
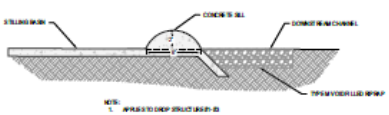


CONCRETE SILL (SC)
PLAN VIEW

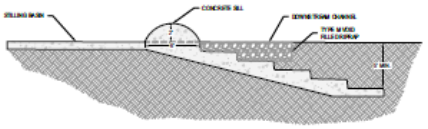


CONCRETE SILL (SC)
SECTION AA



NOTE:
1. APPLIES TO DROP STRUCTURES 1-10

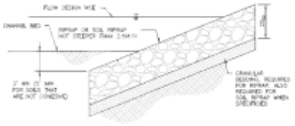
CONCRETE SILL (SC)
SECTION BB



NOTE:
1. APPLIES TO DROP STRUCTURE 11

CONCRETE SILL (SC)
SECTION CC

DROP STRUCTURE SILL (SC)
TYPICAL SECTIONS



RIPRAP DESIGNATION	% SMALLER THAN (WEIGHT)	INTERMEDIATE ROCK DIMENSION (INCHES)	D_{50}* (INCHES)
TYPE VL	70 – 100	12	6
	50 – 70	9	
	30 – 50	6	
	2 – 10	3	
TYPE L	70 – 100	15	9
	50 – 70	12	
	30 – 50	9	
	2 – 10	3	
TYPE M	70 – 100	21	12
	50 – 70	18	
	30 – 50	12	
	2 – 10	4	
TYPE H	70 – 100	30	18
	50 – 70	24	
	30 – 50	18	
	2 – 10	6	

*D_{50} = MEDIAN ROCK SIZE

Figure 8-34. Riprap and soil riprap placement and gradation (part 1 of 3)

SOIL RIPRAP NOTES:

1. ELEVATION TOLERANCES FOR THE SOIL RIPRAP SHALL BE 0.10 FEET. THICKNESS OF SOIL RIPRAP SHALL BE NO LESS THAN THICKNESS SHOWN AND NO MORE THAN 1-INCHES GREATER THAN THE THICKNESS SHOWN.
2. WHERE SOIL RIPRAP IS DESIGNATED ON THE CONTRACT DRAWINGS, RIPRAP VOIDS ARE TO BE FILLED WITH NATIVE SOIL. THE RIPRAP SHALL BE PRE-WORKED WITH THE ARMOR SOIL AT THE FOLLOWING DIMENSIONS BY VOLUME: WATERSHED RIPRAP AND IN VERSION AT THE FOLLOWING DIMENSIONS BY VOLUME: WATERSHED RIPRAP AND SHALL HAVE A MINIMUM FINES CONTENT OF 15 PERCENT. THE SOIL RIPRAP SHALL BE INSTALLED IN A MANNER THAT RESULTS IN A DENSE, INTERLOCKED LAYER OF RIPRAP WITH RIPRAP VOIDS FILLED COMPLETELY WITH SOIL. SEGREGATION OF MATERIALS SHALL BE AVOIDED AND IN NO CASE SHALL THE COMBINED MATERIAL CONSIST PRIMARILY OF SOIL. THE DENSITY AND INTERLOCKING NATURE OF RIPRAP IN THE WHOLE MATERIAL SHALL EXTERNALLY BE THE SAME AS IF THE RIPRAP WAS PLACED WITHOUT SOIL.
3. WHERE SPECIFIED (TYPICALLY AS "BURIED SOIL RIPRAP"), A SURFACE LAYER OF TOPSOIL SHALL BE PLACED OVER THE SOIL RIPRAP ACCORDING TO THE THICKNESS SPECIFIED ON THE CONTRACT DRAWINGS. THE TOPSOIL SURFACE LAYER SHALL BE COMPACTED TO APPROXIMATELY 85% OF MAXIMUM DENSITY AND WITHIN TWO PERCENTAGE POINTS OF OPTIMUM MOISTURE IN ACCORDANCE WITH ASTM D698. TOPSOIL SHALL BE ADDED TO ANY AREAS THAT SETTLE.
4. ALL SOIL RIPRAP THAT IS BURIED WITH TOPSOIL SHALL BE REVIEWED AND APPROVED BY THE ENGINEER PRIOR TO ANY TOPSOIL PLACEMENT.

GRADATION FOR GRANULAR BEDDING		
U.S. STANDARD SIEVE SIZE	PERCENT PASSING BY WEIGHT	
	TYPE I (CDOT SECT. 703.07)	TYPE II (CDOT SECT. 703.09 CLASS A)
2 INCHES	–	90 – 100
1½ INCHES	–	–
¾ INCHES	–	20 – 90
⅜ INCHES	100	–
#4	95 – 100	0 – 20
#16	45 – 80	–
#50	10 – 30	–
#100	2 – 10	–
#200	0 – 2	0 – 3

RIPRAP BEDDING

Figure 8-34. Riprap and soil riprap placement and gradation (part 2 of 3)

THICKNESS REQUIREMENTS FOR GRANULAR BEDDING			
RIPRAP DESIGNATION	MINIMUM BEDDING THICKNESS (INCHES)		
	FINE-GRAINED SOILS [1]		COARSE-GRAINED SOILS [1]
	TYPE I (LOWER LAYER)	TYPE II (UPPER LAYER)	TYPE II
VL (D_{50} = 6 IN)	4	4	6
L (D_{50} = 9 IN)	4	4	6
M (D_{50} = 12 IN)	4	4	6
H (D_{50} = 18 IN)	4	6	9
HM (D_{50} = 24 IN)	4	6	9

NOTES:
1. MAY SUBSTITUTE ONE 12-INCH LAYER OF TYPE II BEDDING. THE SUBSTITUTION OF ONE LAYER OF TYPE II BEDDING SHALL NOT BE PERMITTED AT DROP STRUCTURES. THE USE OF A COMBINATION OF FILTER FABRIC AND TYPE II BEDDING AT DROP STRUCTURES IS ACCEPTABLE.
2. FIFTY PERCENT OR MORE OF FINES PASSING ON THE #40 SIEVE.

Figure 8-34. Riprap and soil riprap placement and gradation (part 3 of 3)

RIPRAP GRADATION SPECIFICATIONS

REVISION

AMENDMENT

NO.	DATE

PEAK INNOVATION PARK

COLORADO SPRINGS AIRPORT

ENERTIA

COLORADO SPRINGS AIRPORT
BIG JOHNSON CHANNEL STABILIZATION
CIVIL CONSTRUCTION PLANS
COLORADO SPRINGS, COLORADO

TYPICAL SECTIONS & DETAILS (2)

VERIFY SCALE
BAR BELOW INDICATES ORIGINAL DRAWING.
0 1"

DATE MAY 2, 2024
SHEET
23 OF 23

EXHIBIT C

APPLICATION FOR CERTIFICATION

Please complete and submit this Application for Certification ("**Application**") to the District's Independent Engineer, Schedio Group LLC, pursuant to the Facilities Payment Agreement (Bluestem) between Peak Metropolitan District No. 3 (the "**District**") and the City of Colorado Spring (the "**City**"), dated _____, ____, 2025, (the "**Agreement**"):

- The City shall provide a completed Application no more frequently than monthly.
- Each Application shall be reviewed by the District and Schedio Group, as the Independent Engineer, within thirty (30) days of submittal so that an Engineer's Certification regarding Certified Construction Costs may be considered.
- The District shall make payment to the City of any approved Certified Construction Costs within thirty (30) days of approval by the District and Independent Engineer so that the City may pay directly pay for the Certified Construction Costs.
- The District is not responsible for payment of costs that are not deemed Certified Construction Costs by the District's Independent Engineer.

All terms not defined herein shall have the same meaning as set forth in the Agreement.

1. **Date of Submission: _____**

2. **City Applicant's Contact Information:**

   Name: _____

   Phone: _____

   Email: _____

3. **Types of Documents to Submit to Schedio Group LLC:**
   Indicate which documents you will be submitting with this Application
   - ☐ Approved Construction Drawings
   - ☐ Construction Drawing Revisions
   - ☐ Task Orders/Work Orders
   - ☐ Change Orders
   - ☐ Invoices/Pay Applications
   - ☐ Conditional Lien Waivers (*please ensure SOVs are very detailed*)
   - ☐ Unconditional Lien Waivers (*once contractors have been paid*)

4. **<u>2025 Schedule for Submission of Documents</u>:***

Processing Month	Draw Request
November	11/3/2025
December	12/1/2025
January	12/29/2025
February	2/2/2026
*	

** Remaining 2026 Schedule for Submission of Documents will be available at a later time.*

5. **<u>Submission of Documents</u>:**

   Please submit documents (*including contracts, change orders, invoices, lien waivers*) to **zjk@urbanfrontier.com**

6. **<u>Review by Schedio Group LLC</u>:**

   a. Schedio Group LLC will review and, if the documentation is insufficient, they will reach out to you for additional information by using the contact information you provided on the Application.
   b. If documentation is sufficient, Schedio Group LLC will issue an Engineer's Certification.

7. **<u>Review/Approval by the District</u>:**

   Once the District receives the Engineer's Certification, the District's accountant will prepare a requisition for the District's Board of Directors (the "**Board**") to approve at a District Board meeting.

8. **<u>Payment to the City</u>:**

   After the Board acknowledges the Engineer's Certification and approves the corresponding requisition, the District can make the payment to the City.

9. **<u>Unconditional Lien Waivers</u>:**

   Unconditional Lien Waivers should be submitted to Schedio Group LLC once contractors have been paid or with the Application, if available.

EXHIBIT D

Final Project Budget

Construction		
Naranjo Civil Constructors	$	3,088,050.00
Construction Management Costs	$	193,972.00
Engineering Costs		
Additional Bluestem Stabilization & Adaptive Management Plan	$	91,984.00
Total	$	3,374,006.00
Contingency 5%	$	168,700.30
Grand Total	**$**	**3,542,706.30**