



Town of New Castle **Planning and Code**
450 W. Main Street **Administration Department**
PO Box 90 **Phone:** (970) 984-2311
New Castle, CO 81647 **Fax:** (970) 984-2716

Memo

To: Mayor Bob Gordon and Town Councilors
From: Tim Cain
Date: May 15, 2014
RE: RFTA Park and Ride Special Use permit

Purpose:

The focus of this memo is to establish a framework for council discussion regarding the application for a Special Use Permit to construct a RFTA Park and Ride in Phase 1 of the Burning Mountain PUD. A brief description of the application is found in the staff council report.

Discussion:

The Planning and Zoning Commission held a public hearing to discuss the merits of the application on April 9, 2014. Members of the public were invited to attend via certified notice. The owner of Wash-By-You, John Hegland, attended the hearing. Wash-by-You is located directly across the street from the proposed Park and Ride. No other members of the public attended the hearing.

The first issue was off-site drainage problems on Burning Mountain Ave. that currently exist with the severity of the problem exacerbated with winter snow, ponding, freeze and thaw, etc. An easement that was to be located on the western edge of Wash-By-You was discussed with Mr. Hegland by members of RFTA and Town staff. An easement would have been needed to pipe drainage from the proposed site to the south property line of Wash-by-You. After several meetings with and without Mr. Hegland, it was determined by staff that the price of securing an easement was cost prohibitive when compared to the original alternative to contain on-site drainage by employing dry wells.

The second major issue was ownership and maintenance of public improvements in the public open space. This issue has been resolved (Please see 3 A-D of the proposed IGA.

Member of the Planning and Zoning had the following comments and questions:

- 1) There was a concern about adequate lighting with pedestrians crossing from the north side of HWY 6 & 50 to the Park and Ride on the south side. RFTA is working with CDOT to address this concern. Flashing lights indicating pedestrian crossing similar to

school zone signals will be installed west of the RFTA Park and Ride along HWY 6 & 50. However, safety is a major concern and additional crosswalk and street lighting may be required in the future if serious problems arise.

- 2) The planned 6 foot cedar fence separating the Park and Ride from the adjacent homeowner on the western property line will be stained on both sides and maintained regularly by RFTA.
- 3) Although RFTA plans to utilize xeriscape landscaping, water will be needed to establish trees, grass, shrubs, etc. How does RFTA intend to irrigate the property? RFTA personnel responded by stating there will be temporary irrigation that is controlled by a shut-off valve so as not to waste water. RFTA exclaimed there will be ongoing maintenance of landscape and they do believe this project will “brighten up” the Town entrance.
- 4) Who will handle derelict vehicles left in the parking lot? RFTA will post signs warning of this and other possible violations and tow vehicles when required to do so.
- 5) If parking exceeds capacity, will a second deck above the ground level parking area be considered? RFTA personnel said no, but they are continuing to search for nearby parking lots in case of overflow.

Recommendation:

Staff requests council to approve of the Special Use Permit for a RFTA Park-n-ride with the conditions set forth in the TC Resolution – 2014-15



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Staff Report
RFTA Park and Ride Special Review Use Permit
New Castle Town Council – Meeting – May 20, 2014

Report Date: 5/13/14

Project Information

Name of Applicant: Roaring Fork Transportation Authority (RFTA)
Applicant's Mailing Address 1340 Main St. Carbondale, CO. 81623 Telephone – 970.383.4982
/Phone: E-mail: akincade@rfta.com
Property Address: 774 Burning Mountain Ave., New Castle, CO 81647
Property Owner: RFTA
Owner Mailing Address 1340 Main St., Carbondale, CO 81623. Telephone – 970.384.4982
/Phone:
Proposed Use: Park and Ride
Municipal Code Reference: Chapter 17.84 – Conditional Uses, Chapter 17.112 – Burning Mountain PUD, Phase I
Size of Site: Lot C1 = .17 acres
Street Frontage: Burning Mountain Ave. and State Highway 6 & 50
Existing Zoning: Burning Mountain PUD, Phase I, Commercial Retail
Surrounding Zoning: Burning Mountain Phase I Commercial Retail and Residential. Walters PUD Subdivision – Commercial 2
Hours of Operation: Sunday – Saturday: Seasonal hours

1 Description of Application:

This application is a request for a special review use permit which is also the same as a conditional use permit process of application and approval for the following use:

1. Park and Ride

Per Municipal Code 17.112.030, Lot C1 is classified as Commercial Retail (CR) zoning. A park and ride is

not included in permitted or conditional uses. However, additional code language addresses this in section 17.108.030(B)(2) which states:

“All others not specifically identified under permitted uses.”

The applicant proposes a 62 space asphalt surface including 7 compact car and 3 handicap parking spaces along with concrete pads in front of the compact car parking spaces for future electric car charging stations. Patrons will park their cars in the lot and busses will transport people from the existing stops on the north and south side of SH 6 & 50. There will be a single access drive onto Burning Mountain Ave., stairs, an accessible route, and crosswalks across State Highway (SH) 6 & 50 and Burning Mountain Ave. A special use permit will be required by CDOT to allow pedestrian crosswalks that are painted within the highway along with appropriate signage. There will be security lighting that is adjusted seasonally including daylight savings time, screening, planting and irrigation. The proposed landscape plan will screen from view, once fully grown, adjacent roads, SH 6 & 50, and neighbors. A 6 foot tall wood fence will also be constructed on the west property line to provide solid additional screening from the homeowner's property adjacent to the park and ride. Landscape planting will consist of xeriscape flora and fauna. RFTA will be responsible for emptying wildlife resistant trash containers and recycling bins per Park and Ride guidelines. Storm water will be directed to some planting areas and all other maintenance requirements will be RFTA's responsibility e.g. snow removal, plant care, etc. An IGA will be required with RFTA (See condition #5 under recommendations).

II Development Application Contents:

1. Development Application
2. Checklist: Conditional Use Application (CUP)
3. Warranty Deed with Exhibit "A"
4. Burning Mountain Phase 1 PUD Subdivision Final Plat
5. Declaration of Protective Covenants for Burning Mountain PUD
6. Subdivision Improvements Agreement
7. Amended Certificate of Dedication and Ownership – Burning Mountain PUD
8. Amendment to Subdivision Improvements Agreement
9. Petition for Annexation and Annexation Agreement
10. Lot C1 Survey
11. New Castle Zoning Map
12. Horizontal and Geometric Layout
13. Grading Plan
14. Site Details
15. Planting Plan
16. Lighting Plan with legend, plan and fixture cut sheets/pictures and calculations.
17. Drainage Report
18. Drainage Basin Plan
19. Project Summary
20. CUP Code responses
21. List of property Owners within 250 feet
22. Response to RFTA CUP Review Memo from SGM date 2/19/14
23. Response to RFTA CUP Staff Preliminary Report dated 2/28/14
24. Supplemental Information dated May 6, 2014

III Application Issues/Concerns:

Site Plan requirements:

- (1) Adjacent land uses and location of adjacent structures
Staff Comment – The submitted site plan shows the adjacent uses.
- (2) Boundary and size of lot

Staff Comment – The submitted site plan describes the boundary and size of lots C1 in the Burning Mountain PUD, Phase I Subdivision

- (3) Boundary location, height and setbacks

Staff Comment – The submitted site plan shows the setbacks; however there will be no building structures therefore no need to list height of structures.

- (4) *Off-street parking and loading areas

Staff Comment – RFTA is proposing 62 parking spaces of which 3 are for handicap parking and 7 are for compact cars. There will be no loading areas.

* 17.76.060 Town Council May Change Number of Spaces

(A) The Town Council may increase or decrease the number of off-street parking spaces in consideration of the following factors:

- (1) Probable number of cars owned by occupants of dwellings in the planned unit development;
- (2) Parking needs of any non dwelling uses;
- (3) Varying time periods of use; and
- (4) Whatever joint use of common parking areas is proposed.

(B) Regardless of a reduction in off-street parking spaces by the Town Council, adequate space and site design shall be provided to accommodate the standard

- (5) Points of ingress and egress

Staff comment – Shown on the submitted site plan. There is one driveway in which to enter and leave the property. There will be no bus traffic using the park and ride.

- (6) Service and refuse areas

Staff Comment – Shown on the submitted site plan. Trash resistant and recyclable containers are provided. There are no known hazardous materials that will need disposal services.

- (7) Signs and exterior lighting

Staff Comment – Security exterior lighting is located throughout the parking area and will contain sensors to ensure appropriate lighting during evening hours and adjustments will be made throughout the year, including daylight savings time. The lighting is downcast, dark sky compliant and will not intrude upon adjacent neighbor's property. All fixtures are retrofitted with energy efficient LED optics.

- (8) Fencing, landscaping and screening

Staff Comment: 6 foot privacy fencing running north to south along the west property line along with dense vegetation (deciduous shrubs, evergreens and perennials) will be employed. Landscaped areas consist of 55% of the total lot area which exceeds the minimum requirements.

- (9) Compliance with performance standards

Staff Comment – The applicant has stated RFTA will comply with all performance standards.

- (10) Location and size of easements, power poles, fire hydrants, gas lines, water and sewer lines; anticipated utility requirements

Staff Comment – All existing utility services are shown on the Survey map and the Horizontal and Geometric Layout.

17.84.070 Alterations

No approved conditional use may be altered, structurally enlarged, expanded in parking area or expanded in ground area unless the site plan is amended and approved in accordance with the procedures applicable to approval of a conditional use as set out in chapter 17.84 – Conditional Uses

iV Staff Recommendation

The staff recommends approval of the RFTA Park and Ride Special Review Use Permit with the following conditions:

1. In addition to Council Resolution NO. TC 2014-15 Exhibit "A", all representations of the applicant in written and verbal presentations submitted to the Town or made at public hearings before the Planning Commission or Town Council shall be considered part of the application and binding on the applicant.
2. The applicant shall comply with all applicable building, residential, electrical and municipal code requirements including all sign code regulations.
3. In the event the Town receives any complaints about the use of the site or observes or becomes aware of any violations of the conditional use approval, the Applicant and/or owner may be summoned before the Town Council in a public meeting to show cause why the permit should not be revoked, suspended, or additional conditions imposed. Such show-cause hearing shall be open to the public and the Applicant or owner may present testimony or offer other evidence on its behalf.
4. The applicant shall reimburse the Town for any and all expenses incurred by the Town regarding this approval, including without limitation all costs incurred by the Town's outside consultants such as legal and engineering costs.
5. The Town and RFTA shall enter into an intergovernmental agreement ("IGA") acceptable to Town Council. The Mayor and Town Clerk are authorized to execute the IGA on behalf of the Town. The Town Administrator is authorized to approve the final exhibit to the IGA identifying specific improvements within the Town open space easement to be owned and maintained by RFTA without further authorization by Town Council.
9. RFTA shall comply with any permits required by other governmental agencies including but not limited to the Colorado Department of Transportation, if applicable.
10. The site plan shall be revised to depict adequate onsite snow storage areas as determined by the Town Engineer and/or Public Works director.
11. The privacy fence will be constructed in accordance with the description at Paragraph R1 of the March 21, 2014 response memo from Sopris Engineering to the Town Engineer ("Response Memo").
12. Handrails shall be constructed as described in Paragraph R4 of the Response Memo. Except as modified herein, the Applicant shall comply with its representations and agreements in the Response Memo and the revised plan set dated May 6, 2014, prepared by Sopris Engineering. Any further "final drawings" as proposed in the Response Memo shall be subject to review and approval by the Town Engineer prior to the issuance of a special review use permit.

Administration Department
 (970) 984-2311
 Fax: (970) 984-2716
www.newcastlecolorado.org



Town of New Castle
 PO Box 90
 450 W. Main Street
 New Castle, Co 81647

DEVELOPMENT APPLICATION

Applicant: <u>Roaring Fork Transportation Authority</u>	
Address: <u>1340 Main Street</u> <u>Carbondale, Co 81623</u>	Phone: <u>970.384.4982</u> FAX: <u>970.384.4860</u> E-mail: <u>akincaand@rfta.com</u>
Property Owner: <u>Roaring Fork Transportation Authority</u>	
Address: <u>1340 Main Street</u> <u>Carbondale, Co 81623</u>	Phone: <u>970.384.4982</u> FAX: <u>970.384.4860</u> E-mail: <u>akincade@rfta.com</u>
Contact Person: <u>Angela Kincade</u>	
Address: <u>1340 Main Street</u> <u>Carbondale, Co 81623</u>	Phone: <u>970.384.4982</u> FAX: <u>970.384.4860</u> E-mail: <u>akincade@rfta.com</u>
Property Location/Address: <u>774 Burning Mountain Ave, New Castle, CO</u>	
Legal Description: <u>Subdivision: Burning Mountain</u> <u>PUD Phase 1 New Castle, Lot C1</u>	Acres: <u>.71 Acres</u>
Existing Zone (<u>Not sure? Click here for help</u>): <u>C/R PUD</u>	
Existing Land Use: <u>Vacant Land</u>	
TYPE(S) OF LAND USE(S) REQUESTED	
<input type="checkbox"/> Pre-Annexation Agreement <input type="checkbox"/> Annexation <input type="checkbox"/> Subdivision (including Minor and Major Subdivisions, Lot Splits, Sketch Plans, Subdivision Preliminary Plans, Subdivision Final Plans, & Condominiumizations) <input type="checkbox"/> Amended Plat <input type="checkbox"/> Planned Unit Development (including PUD Sketch Plans, Preliminary PUD Development Plans, PUD Master Plans and Final PUD Development Plans) <input type="checkbox"/> Floodplain Development Permit	<input type="checkbox"/> Lot Line Adjustment or Dissolution <input type="checkbox"/> Site Specific Development Plan/Vested Rights <input type="checkbox"/> Variance <input type="checkbox"/> Zoning <input type="checkbox"/> Zoning Amendment <input type="checkbox"/> Re-zoning <input type="checkbox"/> R-1-HC Identification <input checked="" type="checkbox"/> Conditional Use Permit or Special Review Use Permit <input type="checkbox"/> Other
This development would create <u>0</u> residences and <u>0</u> square feet of commercial space.	
Applicant must also complete and submit the appropriate checklist for the type of land use requested. Both the applicant and the property owner must sign this application.	
Applicants are encouraged to schedule a pre-application meeting with the Town Administrator and/or Town Consultants prior to submitting this application.	

AGREEMENT TO PAY CONSULTING FEES AND EXPENSES

It is the policy of the Town of New Castle that all land use applications must be filed in the Office of the Town Clerk to receive formal consideration. Please refer to the Town Clerk's Office for all applicable procedures.

However, the Town encourages land use applicants to consult informally with members of the Town Staff, including outside consultants, prior to filing applications if the applicant has questions regarding areas within Staff members' particular expertise; PROVIDED THAT THE POTENTIAL APPLICANT AGREES TO REIMBURSE THE TOWN FOR ALL FEES AND EXPENSES RELATING TO SUCH INFORMAL MEETINGS.

The Town employs outside consultants for engineering, surveying, planning, and legal advice. These consultants bill the Town on an hourly basis as well as for expenses including but not limited to copies, facsimile transmissions, and long distance telephone calls.

It is the Town's policy that all persons wishing to hold informal meetings with members of the Town Staff acknowledge responsibility for all fees and expenses charged by outside consultants by signing this Agreement below.

I acknowledge and agree to pay the Town of New Castle all actual costs incurred by the Town in relation to legal, engineering, surveying, planning, or other services performed by consultants to the Town as a result of such consultants' review and comment upon, or other services related to, land use proposals and/or applications proposed by me or on my behalf, regardless of whether or not such application is formally filed with the Town. Interest shall be paid at the rate of 1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In the event the Town is forced to pursue collection of any amounts due and unpaid, the Town shall be entitled to collect all costs of collection in addition to the amount due and unpaid, including but not limited to reasonable attorney's fees and costs.

SO AGREED this 20th day of March, 2014.

Angela Kincade
Applicant (Print Name)

Angela M Kincade
Signature

970. 384. 1982
Telephone

1340 Main Street, Carbondale, CO 81623
Mailing Address

RFTA
Property Owner

SAME
Mailing Address If Different From Above

Roaring Fork Transportation Authority
Relationship to Applicant or Potential Applicant

Type of application: Conditional Use Permit or Special Review Use

Property description: 774 Burning Mountain Ave, New Castle, CO

NEW CASTLE PARK AND RIDE

Conditional Use Permit Application
TOWN OF NEW CASTLE
PARCEL NUMBER: 212332302061

Applicant:

Roaring Fork Transportation Authority
1340 Main Street
Carbondale, Colorado 81623

Point of Contact: Angela Kincade

Consultant Team:

Bluegreen
300 South Spring Street, Suite 202
Aspen, Colorado 81611

Sopris Engineering
502 Main Street, Suite A3
Carbondale, Colorado 81623

Roaring Fork Transportation Authority

New Castle Park and Ride
Conditional Use Permit Application
TOWN OF NEW CASTLE
PARCEL NUMBER: 212332302061

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Application Checklist



CHECKLIST CONDITIONAL USE PERMIT APPLICATION

Authority: New Castle Municipal Code §§16.08.060 & §§17.84.010 et seq.

This is a helpful checklist and is not necessarily all inclusive for all Municipal Code requirements. It is still your responsibility to read and comply with all code requirements. All applications must include a non-refundable Application fee.

Signature _____ Date _____

The following items must be submitted to the Town Clerk:

- Development Application – Submit 15 copies
- Proof of legal ownership of all property involved **Chapter 2 | Proof of Ownership**
- Names and addresses of all property owners, mineral owners (if new surface development anticipated), and lien holders of all property involved **Chapter 2 | Proof of Ownership**
- Complete site plan, drawn to scale, illustrating: **Chapter 3 | Site Plan/Technical Drawings**
 - Adjacent land uses and location of adjacent structures, including sidewalks, alleys or streets
 - Boundary and size of site
 - Building location, height and setbacks; include any building modifications that the variance may create **N/A**
 - Off-street parking and loading areas (see attached) **Chapter 4 | Code Responses**
 - Points of ingress and egress
 - Service and refuse areas
 - Signs and exterior lighting
 - Fencing, landscaping and screening
 - Compliance with performance standards (see attached) **Chapter 4 | Code Responses**
 - Location and size of easements, power poles, fire hydrants, gas lines, water and sewer lines and other items which might impact the property, as well as anticipated utility requirements
- Time schedule for development **Chapter 5 | Project Summary**
- If you believe that any of the above requirements are not applicable, provide a statement explaining why you believe the requirements are not applicable. **Chapter 5 | Project Summary**
- Other information supporting your application **MOU Overflow Parking | Chapter 5 | Project Summary; Drainage Report | Chapter 3 | Site Plan/Technical Drawings**
- List of owners of property within 250 feet of your property along with their mailing addresses. Source: Assessors Office. **Chapter 6 | Neighboring Property Owners**
- \$250.00 Non-refundable Application Fee

Proof of Ownership

Recorded at _____ o'clock _____ M. _____
Reception No. _____ Recorder, _____

WARRANTY DEED

THIS DEED, made this 5th day of November, 2007

Between **TIMOTHY A. DANNER AND LYNETTE M. DANNER**

of the _____ County of **Garfield**, and State of Colorado, grantor, and

ROARING FORK TRANSPORTATION AUTHORITY,

whose legal address is: **2307 Wulfsohn Road, Glenwood Springs, CO, 81601**

of the _____ County of **Garfield** and State of Colorado, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of \$320,000.00 DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey and confirm unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Garfield and State of Colorado described as follows:

Parcel 1

Lot C1

Burning Mountain Planned Unit Development

According to the plat recorded July 20, 1994 as Reception No. 466077

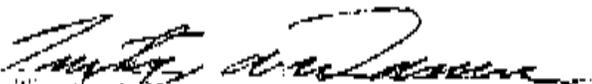
as known by street and number as: **774 Burning Mountain Avenue New Castle CO 81647**

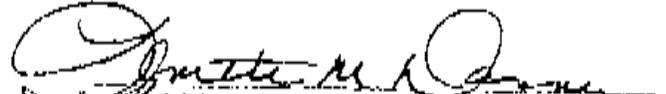
TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the Grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the Grantee, his heirs and assigns, that at the time of the encoding and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except general taxes and assessments for the year 2007 and subsequent years and all those specific exceptions described by reference to recorded documents as reflected in Exhibit "A" attached hereto and made a part hereof.

The grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of gender shall be applicable to all genders.

IN WITNESS WHEREOF the grantor has executed this deed on the date set forth above.


Timothy A. Danner


Lynette M. Danner

STATE OF COLORADO)
COUNTY OF GARFIELD) ss.

The foregoing instrument was acknowledged before me on November 5, 2007, by Timothy A. Danner and Lynette M. Danner.

WITNESS my hand and official seal

Linda J. Gabossi
Notary Public

My commission expires:



My Commission Expires 05/31/2011

Commonwealth File No. 0708097

Return to:
Hearing Fork Transportation Authority
1307 Warriner Road
Orewood Springs, MO 64081

Received Time Jan. 2. 12:56PM

EXHIBIT "A"

Any and all water rights, claims, or title to water, whether or not the matters excepted are shown by the public record.

Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, and a right of way for ditches or canals as constructed by the authority of the United States, as reserved in United States Patent recorded February 9, 1891 in Book 12 at Page 76.

Declaration of protective covenants for Burning Mountain Planned Unit Development recorded July 20, 1994 in Book 909 at Page 235.

Terms and conditions of Subdivision Improvements Agreement recorded July 20, 1994 in Book 909 at Page 262 and as amended in Instrument recorded October 4, 1995 in Book 954 at Page 965.

Annexation Agreement recorded January 5, 1996 in Book 963 at Page 366.

Easements and rights of way and all other matters disclosed on the plat of Phase I, Burning Mountain Planned Unit Development recorded July 20, 1994 as Reception No. 466077 and as amended by certificate of dedication and ownership recorded July 27, 1994 in Book 910 at Page 2.

SCALE
1" = 100' 0"

PROPERTY MAP
1. 100' 0" WIDE
2. 100' 0" WIDE
3. 100' 0" WIDE

1. 100' 0"
2. 100' 0"
3. 100' 0"

PUBLIC OPEN SPACE & UTILITY easement

UTILITY easement
10' WIDE easement adjacent to street and
10' WIDE easement adjacent to each
side of the lot.

1. 100' 0"
2. 100' 0"
3. 100' 0"

DEVELOP & DESIGN
1775 1st Ave
San Diego, CA 92101
TEL: 415-755-1111

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
PLANNING AND ZONING DEPARTMENT
1775 1st Ave
San Diego, CA 92101
TEL: 415-755-1111

415-755-1111

76 72737

PREEMPTION AND CASH ENTRY PATENT-1107-See Book Form, Precedent and General Rules, Form

THE UNITED STATES OF AMERICA,

Certificate No. _____

To all to Whom these Presents shall come, GREETING:

Whereas, _____

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at _____ whereby it appears that full payment has been made by the said _____

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for _____

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said _____

Now Know Ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said _____ and to _____ heirs, the said Tract above described: To Have and to Hold the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said _____ and to _____ heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, in _____

In Testimony Whereof, I, _____ President of the United States of America, have caused these letters to be made patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the _____ day of _____, in the year of our Lord one thousand eight hundred and _____, and of the Independence of the United States the one hundred and _____

BY THE PRESIDENT: _____ Secretary.
By _____ Recorder of the General Land Office.



Recorded, Vol. I _____ Page _____

Filed for Record the _____ day of _____ A. D. 189____, at _____ o'clock _____ M.

By _____ Deputy.

RECORDED 4/12 J. COLLECK P. M. P. C. A. 466078
JUL 20 1994 MELDRED ALSJEK, GARFIELD COUNTY CLERK

800-0909-255

**DECLARATION OF PROTECTIVE COVENANTS
FOR
BURNING MOUNTAIN PLANNED UNIT DEVELOPMENT**

KNOW ALL MEN BY THESE PRESENTS that the undersigned (Declarant), being the owner of the hereinafter described real property located in Garfield County, Colorado, and being desirous of protecting property values and protecting the health, convenience, welfare and use of the owners of the lots therein, does hereby declare and adopt the following use and building restrictions, each and all of which shall be applicable to and run with the lots on the real property described on Exhibit A attached hereto and made a part hereof as the same appear upon plat thereof filed for record on July 20, 1994, as Reception No. 466077 in the office of the Clerk and Recorder of Garfield County, said restrictions being as follows:

1. **DEFINITIONS.** As used in these Protective Covenants, the following words shall have the following meanings:

- a. "Subdivision" shall mean the real property set forth on the plat described in the preamble hereof.
- b. "Lot" shall mean a lot in the Subdivision.
- c. "Owner" shall mean the owner of a Lot in the Subdivision.

2. **USE OF LOTS.** Sixty (60) of the Lots in the Subdivision shall be developed for single family residential purposes only (Residential Lots). Four (4) Lots shall be developed for commercial purposes (Commercial Lots). The use of the Lots shall be governed as follows:

a. **RESIDENTIAL LOTS.**

(1) No more than one (1) detached single family dwelling shall be erected upon any Residential Lot, except for one (1) attached or detached storage structure approved by the Declarant or its designated representative. Authorization for and approval of any attached or detached storage structure shall be in writing signed by the Declarant or its designated representative.

(2) No building or structure intended for or adapted to business, commercial or manufacturing purposes, nor any multiple family dwelling, shall be erected, placed, maintained or permitted upon any Residential Lot. The use of the Commercial Lots shall be limited to commercial purposes authorized by the zoning code of the Town of New Castle, Colorado.

(3) No structure shall be constructed nearer than the following distances from the Lot lines:

- (a) Front — fifteen (15) feet;
- (b) Rear — five (5) feet;
- (c) Side on all Lots southerly of Burning Mountain Avenue — five (5) feet;
- (d) Westerly side of all Lots northerly of Burning Mountain Avenue — five (5) feet; and
- (e) Easterly side of all Lots northerly of Burning Mountain Avenue — seventeen (17) feet.

(4) All dwellings shall have a minimum width of twenty-four (24) feet and shall not exceed seventy-six (76) feet in length.

(5) All structures shall be constructed with wood or masonite, or equivalent, siding (except T-111 and plywood exterior siding shall not be allowed) and shall have asphalt or wood, or equivalent, shingle roofs.

(6) All structures shall maintain a central earth tone color.

(7) The buildings to be placed upon the Residential Lots shall be of new prefabricated construction, it being the purpose of this covenant to insure that a building inhabited on another site will not be moved from that previous site and placed upon a Lot.

(8) All structures shall have a pitched roof with a minimum twelve (12) inch overhang on each of the dwelling's perimeter walls such that the overhang is architecturally integrated into the design of the dwelling.

(9) All roof structures shall have a minimum pitch of three (3) feet of rise per twelve (12) feet of vertical distance, or when available four (4) feet of rise per twelve (12) feet of vertical distance, and shall include an apposite angle gable on the front side of the structure or shall be planned to include a porch.

(10) All structures shall be constructed on a concrete foundation, which foundations must be covered with an exterior siding material similar and consistent with the structure to which it is attached. The siding shall cover said foundation from a point six (6) inches above the grade to the ground to the point of attachment to the residential structure.

b. COMMERCIAL LOTS.

(1) All commercial structures shall maintain a central construction design theme. Exterior walls or siding shall be constructed of wood or wood composite materials, stucco, concrete block or brick materials and shall maintain a similar and consistent appearance with adjoining commercial structures unless otherwise approved by the Town of New Castle. Metal, prefab, structural buildings and siding materials shall not be permitted.

(2) All structures shall maintain a central earth tone color theme with adjoining commercial properties unless otherwise approved by the Town of New Castle.

(3) No structure shall be constructed nearer than fifteen (15) feet from any front Lot line and five (5) feet from any side or rear Lot line.

3. LANDSCAPING. All Residential Lots shall be landscaped with lawn, shrubs and trees and maintained in a good and neat condition. All trees shall have a minimum diameter of one (1) inch. All dead trees and shrubs shall be immediately replaced. Lots upon which residential structures have not yet been constructed shall be maintained in a neat condition with weeds not allowed to grow higher than four (4) inches above the ground. All Residential Lots shall be landscaped as herein required within ninety (90) days following the issuance of a certificate of occupancy, or, if such a certificate is issued subsequent to August 15, the Lot shall be landscaped prior to June 1 of the following year.

4. NO COMMERCIAL USE ON RESIDENTIAL LOTS. There shall not be permitted or maintained upon any Residential Lot any trade, business or industry, except that an Owner may rent or lease the dwelling for residential purposes when not required for the Owner's use. Renting or leasing of a dwelling may only be done for the entire dwelling and no apartments or other divisible use of the dwelling shall be utilized by anyone other than the Owner, and any such use shall be deemed a commercial use and subject to immediate injunction.

5. IMPACT FEE ON RESIDENTIAL LOTS. To alleviate in part the impact the Residential Lots will have on the water and sewer system of the Town and the impact of such Lots on the Police Department and other service departments of the Town, the Owner of a Residential Lot shall pay or cause to be paid to the Town of New Castle, Colorado, prior to placing a structure on a Lot, the following:

a. In the event a sales tax is paid to the Town by the seller of the structure, the Owner shall pay a sum equivalent to forty-eight percent (48%) of the amount of total sales tax which would have been payable had sales tax been imposed upon the full value of the structure.

b. In the event a sales tax is not paid to the Town by the seller of the structure, the Owner shall pay a sum equivalent to one hundred percent (100%)

of the amount of total sales tax which would have been payable had sales tax been imposed upon the full value of the structure.

c. In the event the structure to be placed on the Lot is not a prefabricated unit, the Owner shall pay a sum equivalent to one hundred percent (100%) of the amount of total sales tax which would have been payable to the Town had all component parts of the structure been purchased in the Town.

The Town of New Castle, Colorado, shall have the right to enforce payment of the sums required hereunder and shall have the right to withhold the issuance of a certificate of occupancy until so paid.

6. **ANIMALS.** The keeping of livestock, poultry, goats and other animals within the Subdivision shall not be allowed; provided, however, one (1) dog and one (1) cat shall be allowed for each Residential Lot.

7. **MAINTENANCE OF PROPERTY.**

a. The Owner of each Lot shall keep the same clear and free of rubbish and trash and shall keep the structures thereon in good repair, doing such maintenance as may be required for this purpose. All trash and refuse shall be kept in containers shielded from view in an enclosed area.

b. No noxious or offensive conduct or activity shall be carried on upon any Lot or in any structure thereon which may constitute a health hazard, nuisance or annoyance.

c. No noise or sound shall be allowed to emanate from any Lot or from any structure thereon which may constitute an annoyance to other Lot Owners.

d. The outside burning of any trash, rubbish or other materials shall be absolutely prohibited. Standard and approved barbecues and fireplaces shall be allowed for the preparation of foodstuffs only.

e. No outside television antennas shall be allowed

f. The yards of the Lots may be fenced as follows:

(1) Side yards and rear yards with a height not to exceed six (6) feet;

(2) Rear yards of all Lots on the southerly boundary of the Subdivision with a height not to exceed eight (8) feet.

8. **PARKING.** Each Lot shall have at least two (2) off-street parking spaces, including parking spaces enclosed in a carport or garage. Parking on the street bisecting the Subdivision shall be outside of and parallel to the paved portion of the street. No vehicles shall be parked on landscaped areas. Garages shall be used for vehicular parking only and may not be enclosed or converted to any other use.

9. **VEHICLES.** Only operable automobiles, pickup trucks and vans not exceeding three-quarter (3/4) ton in size, bearing a current license, shall be kept or maintained within the Subdivision. No vehicular maintenance shall be allowed within the Subdivision unless such maintenance is fully contained within an enclosed garage and out of view of other Lots. No recreational vehicles, including boats, boat trailers, travel trailers, camper trailers, motor homes, snowmobiles, motorcycles, motorcycle trailers, or such other recreational vehicles or equipment shall be kept within the Subdivision except within a fully enclosed garage.

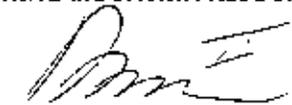
10. **COVENANTS RUN WITH THE LAND.** These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2014, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless, by vote reflected by documents duly recorded and signed by all of the then Owners of the Lots in the Subdivision, it is agreed to change said covenants in whole or in part.

11. **ENFORCEMENT.** Any Owner may prosecute any suit in law or in equity to restrain and enjoin the violation of these Covenants and to recover damages for such violations and recover all costs and attorney fees necessary to enforce the provisions of these covenants.

12. **SEVERABILITY.** The invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

Dated this 18 day of July, 1994.

BURNING MOUNTAIN ASSOCIATES, LTD.

By 
 Brinkley B. Brown, III, General Partner

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

The foregoing instrument was subscribed and sworn to before me this 12th day of July, 1994, by Brinkley B. Brown III as General Partner of Burning Mountain Associates, Ltd..

Witness my hand and official seal.

Barbara M. Rasmussen
Notary Public

Address: 318 Cole Ave. Glenwood
My commission expires: Exp. 06/01/01
May 3, 1998



ACCEPTANCE AND APPROVAL OF TOWN OF NEW CASTLE

Delegation of powers to regulate, administer and enforce the above Declaration of Protective Covenants accepted and approved this 30th day of July, 1994.

TOWN OF NEW CASTLE

By *Alan Papp* Mayor

Attest:

Judy Whitman Clerk

EXHIBIT A

PROPERTY DESCRIPTION

A parcel of land situate in the SW ¼ of Section 32, Township 5 South, Range 90 West of the 6th P.M. being more particularly described as follows:

Beginning at a point on the southerly right of way line of U.S. Highway 6 & 24 from which the West ¼ corner of said Section 32 bears N. 45°26'30" W. a distance of 119.73 feet, said point of beginning also being a point of curvature; thence along the Southerly right of way of said U.S. Highway 6 & 24 the following courses and distances, along the arc of a curve to the right a distance of 316.38 feet, said curve having a central angle of 16°32'23", a radius of 1096.00 feet and a chord which bears S. 68°15'37" E. a distance of 313.29 feet; thence S. 59°59'25" E. a distance of 1142.79 feet; thence along the arc of a curve to the left a distance of 494.35 feet, said curve having a central angle of 09°43'00" and a radius of 2915.00 feet; thence S. 69°42'25" E. a distance of 903.28 feet to the Westerly right of way of Interstate Highway 70 Exit 106; thence S. 13°54'06" W. along said Interstate Highway 70 Exit 106 right of way a distance of 316.40 feet to a point on the Northerly right of way of the Denver Rio Grande Western Railroad; thence along the right of way of the Denver and Rio Grande Western Railroad the following courses and distances, along the arc of a curve to the right a distance of 439.66 feet, said curve having a central angle of 08°56'58", a radius of 2814.79 feet and a chord which bears N. 70°21'24" W. a distance of 439.22 feet to a point of compound curvature; thence along the arc of a curve to the right a distance of 247.54 feet, said compound curve having a central angle of 02°29'50", a radius of 5679.58 feet and a chord which bears N. 64°37'50" W. a distance of 247.52 feet; thence N. 63°22'55" W. a distance of 1908.98 feet to a point of curvature; thence along the arc of a curve to the left a distance of 192.83 feet, said curve having a central angle of 04°15'18" and a radius of 2596.60 feet; thence leaving the Northerly right of way of said Denver and Rio Grande Western Railroad N. 00°12'40" W. a distance of 233.43 feet; thence N. 89°47'20" E. a distance of 20.00 feet; thence N. 00°12'40" W. a distance of 96.18 feet to the point of beginning.

COUNTY OF GARFIELD
STATE OF COLORADO

Declaration of Covenants
Buzing Mountain Planned Unit Development

Page 7 of 7

Return to: JAT
DeLaney & Balcomb, P.C.
P.O. Drawer 790
Planned Section 80 81602

RECORDED 4:11 P.M. JUL 20 1994
JUL 20 1994
466079
MILPITAS RECORDER, SAN JOSE COUNTY, CALIF.

900x0909 Page 262

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of July, 1994, between BURNING MOUNTAIN ASSOCIATES, LTD., a Colorado limited partnership, (Owner) and the TOWN OF NEW CASTLE, a Colorado municipal corporation, (Town).

WITNESSETH:

WHEREAS, the Owner is the owner of a certain real property located in the Town, more particularly described in the final plat of Burning Mountain Planned Unit Development, which is filed on even date herewith and the description of which is set forth in Exhibit A attached hereto and made a part hereof (Subdivision); and

WHEREAS, as a condition of approval of the final plat and as required by the ordinances of the Town, the Owner wishes to enter into this Subdivision Improvements Agreement with the Town; and

WHEREAS, the Town has required and the Owner has agreed to provide security or collateral sufficient in the judgment of the Town to make reasonable provision for completion of certain public improvements required to be installed in the Subdivision; and

WHEREAS, the Owner has agreed to execute and deliver a letter of credit to the Town to secure and guarantee its performance of this Agreement and has agreed to certain restrictions regarding the issuance of building permits and certificates of occupancy within the Subdivision, all as more fully set forth hereinafter.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AND THE FOLLOWING MUTUAL COVENANTS AND AGREEMENTS, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **OWNER'S PERFORMANCE.** Owner shall construct and install, at its sole cost and expense, the following improvements in the Subdivision and for the benefit of the Subdivision:

a. Ten-inch (10") water main extension extending from the present Town main on the east extending along Old U.S. Highway 6 & 24 to the access road to Interstate 70;

b. Eight-inch (8") sewer main extension extending from the present Town main on the east along Old U.S. Highway 6 & 24 to the access road to Interstate 70 and shall extend to access the property on the northerly side of said Highway 6 & 24 and other properties now owned by the Owner northerly and easterly of the access road to Interstate 70;

c. All water lines in the Subdivision;

d. All sewer lines in the Subdivision;

e. All roadways, curbs and gutters and bike path in the Subdivision. The bike path shall extend on the westerly end to the existing sidewalk in front of a residence located on the southerly side of old Highway 6 & 24.

All of the above improvements shall include all appurtenant facilities and be in accord with engineered plans and specifications therefor approved by the Town. The Town agrees that if all improvements are installed in accordance with this Agreement, the Owner shall be deemed to have satisfied all terms and conditions of zoning subdivision resolutions and regulations of the Town.

2. **SECURITY FOR IMPROVEMENTS.** On or before the date of recording of the final plat with the Clerk and Recorder of Garfield County, the Owner shall deliver a letter of credit which is acceptable to the Town in the amount of the improvements for the Subdivision, exclusive of the water and sewer lines to be constructed outside of the Subdivision. The cost of constructing such improvements shall be as certified by a licensed engineer as set forth on Exhibit B attached hereto and made a part hereof. The letter of credit shall be issued by a state or national banking institution in a form acceptable to the Town and from an institution that is licensed to do business in the State of Colorado. Certification of completion of improvements must be submitted by a licensed or registered engineer. Such certification shall certify that the improvements have been constructed in accordance with the requirements of this Agreement, including all final plats and plans, and shall be stamped by said professional engineer.

The letter of credit must be valid for a minimum period of one (1) year. Any extension of the time periods within which such improvements must be completed shall cause the letter of credit required to be extended for an equal amount of time. If the Town determines that the improvements are not constructed in compliance with the relevant specifications, it shall furnish a letter of potential deficiencies to the Owner within fifteen (15) days from the date the Town receives certification from the Owner that all improvements as set forth in Exhibit B have been completed. If that letter is not furnished within fifteen (15) days, all improvements shall be deemed accepted and the Town shall release the appropriate amount of security as such relates to the completed improvements. If a letter of potential deficiencies is furnished by the Town, the Town shall have thirty (30) days to complete its investigation and provide written confirmation of the deficiencies to the Owner. If, upon further investigation, the Town finds that all improvements are acceptable, then appropriate security shall be released to the Owner within ten (10) days after completion of such investigation. In the event that such improvements are not accepted by the Town, the Board of Trustees shall make written findings before requesting payment on the letter of credit.

Acceptance of improvements shall not be unreasonably withheld, provided that in the event weather or other factors beyond the reasonable control of Owner delay the installation of those improvements sensitive to weather or such other factors, the letter of credit shall remain in full force and effect.

Upon receipt from the engineer for Owner of a certification that the improvements have been completed, the Town shall return to Owner, within thirty (30) days from the date of said certification, the letter of credit marked "satisfied in full," shall acknowledge that said improvements have been completed in a satisfactory manner, and shall otherwise release the letter of credit; provided, however, that the Town may inspect said improvements and submit a notice of deficiencies.

Upon acceptance of the certificate of completion of any of the improvements and statement of the cost allocation to such improvement provided by a certified professional engineer, Owner may apply for a reduction in the face value of the letter of credit in an amount equal to the sum allocated for the cost of the completion as specified in the certificate of completion. The Town shall allow Owner to reduce such security after acceptance of completed improvements in accordance with this Agreement.

The Town may, at its option, permit Owner to substitute other collateral acceptable to the Town for the collateral original given by Owner to secure the completion of the improvements as hereinabove provided.

No final plat shall be recorded pursuant to this Agreement until a letter of credit in a form acceptable to the Town is received by the Town.

3. **WATER.** At the time of execution of this Agreement, the Owner shall dedicate and convey to the Town the following water rights, decrees for which were obtained in Water Division No. 5, State of Colorado, Case No. 90CW048, to-wit:

a. Burning Mountain Wells Nos. C1, C2 and C3 for 50 gpm of water each as alternate points of diversion for the Avalanche Canal and Siphon water rights;

b. Owner's rights pursuant to the West Divide Water Conservancy District's Water Allotment Contract No. 900315-BMA with Burning Mountain Associates, Ltd.

4. **REVEGETATION** The Owner shall revegetate all cut slopes of the residential and commercial lots which border the bike path. The slopes shall be constructed and maintained with a slope ratio of no less than two (2) feet horizontally for each one (1) foot of vertical rise. The slopes shall be planted with shrubs and ground cover to screen the bike path and mitigate erosion on the slopes.

5. **INDEMNITY** To the extent allowed by law, the Owner agrees to indemnify and hold the Town harmless and defend the Town from all claims which may arise as a result of the Owner's installation of the improvements pursuant to this Agreement; provided, however, the Owner does not indemnify the Town for claims made asserting that the standards imposed by the Town on the Owner are improper or the cause of the injury asserted.

The Town shall be required to notify the Owner of receipt of a notice of claim or a notice of intent to sue and shall afford the Owner the option of defending any such claim or action. Failure to notify and provide such option to the Owner shall extinguish the Town's right

under this paragraph. Nothing herein stated shall be interpreted to require the Owner to indemnify the Town from claims which may arise from the negligent acts or omissions of the Town or its employees.

6. **SALE OF LOTS.** No lot sales within the Subdivision subject to this Agreement shall be conveyed prior to the recording of the final plat.

7. **APPROVAL OF FINAL PLAT.** The Town agrees to approve the final plat subject to the terms and conditions of this Agreement.

8. **RECOUPMENT OF COSTS.**

a. The Town may retain the services of a planner and an attorney to provide advice concerning the Subdivision. Owner agrees to reimburse the reasonable costs incurred. Prior to incurring said cost the Town shall advise the Owner thereof.

b. The Town agrees that the costs expended by the Owner in the construction of the water main and sewer main described in paragraphs 1.a and 1.b above may be recouped and recaptured by the Owner from fees and expenses collected by the Town as a direct result of the said water and sewer mains being constructed. The total cost of the construction of such water and sewer mains shall be as certified by a licensed engineer and shall constitute the representation and certification of the engineer to the Town that the costs so certified have been expended in the construction of such water and sewer mains. The total costs therefor, not to exceed Two Hundred Twenty Thousand Dollars (\$220,000.00), however, shall thereafter be repaid to the Owner by the Town from revenues derived from the following sources:

(1) Tap fees paid to the Town from users utilizing the water and sewer mains, including all owners of lots in the Subdivision;

(2) Sales taxes paid to the Town upon modular, residential dwellings to be located in the Subdivision;

(3) Payments to be made by the Owner to the Town upon the sale of each modular, residential unit to be located in the Subdivision which amounts to the difference between a sales tax of one hundred percent (100%) which would be collected upon the residential unit for sales tax assessed against the total valuation and the actual fifty-two percent (52%) thereof paid by the owner of the residential unit and collected by the Town;

(4) Annexation fees paid to the Town by the Owner;

(5) Annexation fees paid to the Town by the owners of the property upon which the Pepsi-Cola Bottling Company plant is located;

(6) Fees to be paid to the Town by the owners of the property located immediately northerly of the Subdivision and contiguous to Old Highway 6 & 24;

(7) Property taxes received from general ad valorem taxes assessed upon the lots in the Subdivision;

(8) Water and sewer fees paid by the users of the owners of the lots in the Subdivision.

Monthly payments shall be made to the Owner as revenues are received from the sources above enumerated and shall continue until such time as the full costs of the water and sewer mains, or the sum of Two Hundred Twenty Thousand Dollars (\$220,000.00), whichever is lesser, have been recouped and recaptured by the Owner.

9. **ENFORCEMENT.** In addition to any rights which may be provided by Colorado statute, it is mutually agreed that the Town or any purchaser of any lot within the Subdivision shall have the authority to bring an action in the District Court of Garfield County, Colorado to compel enforcement of this Agreement. In the event no action is commenced before issuance of the final certificate of completion of improvements and acceptance thereof by the Town, any purchaser's rights to commence an action shall thereafter be extinguished.

10. **CONSENT TO VACATE PLAT.** In the event the Owner fails to comply with the terms of this Agreement, including the terms of the Preliminary Plan and P.U.D. Zone approval, the Town shall have the ability to vacate the plat as it pertains to lots for which no building permits have been issued. Any existing lots for which building permits have been issued shall not be vacated and the plat as to those lots shall remain valid. The Owner shall provide a survey and complete legal description with a map showing the location of portions of the plat so vacated.

11. **BINDING EFFECT.** This Agreement shall be a covenant running with the title to each lot within the Subdivision and the rights and obligations as contained herein shall be binding upon and inure to the benefit of the Owner, its successors and assigns.

12. **RECORDING.** Upon execution, the Owner shall record this Agreement with the office of the Clerk and Recorder for Garfield County, Colorado.

13. **VENUE AND JURISDICTION.** Venue and jurisdiction for any cause arising out of or related to this Agreement shall lie in the District Court for Garfield County and be construed pursuant to the laws of the State of Colorado.

BURNING MOUNTAIN ASSOCIATES, LTD.

By _____

[Signature]

General Partner

200x0909-20:267

TOWN OF NEW CASTLE, COLORADO

By *[Signature]*

Attest:

Jody Whitman

EXHIBIT A

Attached To And Forming A Part Of Subdivision Improvements Agreement Dated July 5, 1994,
Between The Town of New Castle, Colorado, And Burning Mountain Associates, Ltd. Pertaining
To Burning Mountain Planned Unit Development

A parcel of land situate in the SW $\frac{1}{4}$ of Section 32, Township 5 South, Range 90 West of the 6th
P.M. being more particularly described as follows:

Beginning at a point on the southerly right of way line of U.S. Highway 6 & 24 from which the
West $\frac{1}{4}$ corner of said Section 32 bears N. 45°26'30" W. a distance of 119.73 feet, said point of
beginning also being a point of curvature; thence along the Southerly right of way of said U.S.
Highway 6 & 24 the following courses and distances, along the arc of a curve to the right a
distance of 316.38 feet, said curve having a central angle of 16°32'23", a radius of 1096.00 feet and
a chord which bears S. 68°15'37" E. a distance of 315.29 feet; thence S. 59°59'25" E. a distance of
1142.79 feet; thence along the arc of a curve to the left a distance of 494.35 feet, said curve having
a central angle of 09°43'00" and a radius of 2915.00 feet; thence S. 69°42'25" E. a distance of 903.28
feet to the Westerly right of way of Interstate Highway 70 Exit 106; thence S. 13°54'05" W. along
said Interstate Highway 70 Exit 106 right of way a distance of 316.40 feet to a point on the
Northerly right of way of the Denver Rio Grande Western Railroad; thence along the right of
way of the Denver and Rio Grande Western Railroad the following courses and distances, along
the arc of a curve to the right a distance of 439.66 feet, said curve having a central angle of
08°56'58", a radius of 2814.79 feet and a chord which bears N. 70°21'24" W. a distance of 439.22
feet to a point of compound curvature; thence along the arc of a curve to the right a distance of
247.54 feet, said compound curve having a central angle of 02°29'50", a radius of 5679.58 feet and
a chord which bears N. 64°37'50" W. a distance of 247.52 feet; thence N. 63°22'55" W. a distance
of 1908.98 feet to a point of curvature; thence along the arc of a curve to the left a distance of
192.83 feet, said curve having a central angle of 04°15'18" and a radius of 2596.60 feet; thence
leaving the Northerly right of way of said Denver and Rio Grande Western Railroad N. 00°12'40"
W. a distance of 233.43 feet; thence N. 89°47'20" E. a distance of 20.00 feet; thence N. 00°12'40"
W. a distance of 96.18 feet to the point of beginning

COUNTY OF GARFIELD
STATE OF COLORADO

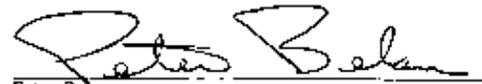
EXHIBIT B

Attached To And Forming A Part Of Subdivision Improvements Agreement Dated July 5, 1994,
Between The Town of New Castle, Colorado, And Burning Mountain Associates, Ltd. Pertaining
To Burning Mountain Planned Unit Development

CONSTRUCTION COST ESTIMATE FOR INFRASTRUCTURE IMPROVEMENTS
(EXCLUSIVE OF WATER AND SEWER LINES LOCATED OUTSIDE OF SUBDIVISION)
BURNING MOUNTAIN PLANNED UNIT DEVELOPMENT

ITEM/DESCRIPTION	UNIT	UNIT COST	TOTAL COST
<u>General Improvements</u>			
Earthwork, Grading	Lump Sum	\$ 77,000	\$ 77,000
Bike Path	2260 Feet	\$ 10	\$ 22,600
Off-Site Sidewalk	220 Feet	\$ 12	\$ 2,640
Street Lights	7 Each	\$ 1,000	\$ 7,000
Street Signs	6 Each	\$ 200	\$ 1,200
Storm Drain Inlets	2 Each	\$ 1,500	\$ 3,000
18" Storm Drain Pipe	120 Feet	\$ 24	\$ 2,880
Revegetation	Lump Sum	\$ 4,000	\$ 4,000
		SUB-TOTAL	\$120,320
<u>Street Improvements</u>			
9" of Gravel Road Base	6013 Tons	\$ 12	\$ 72,156
2" of Asphalt	1126 Tons	\$ 47	\$ 52,922
Sidewalk, Curb & Gutter	4200 Feet	\$ 18	\$ 75,600
		SUB-TOTAL	\$200,678
<u>Highway Access Improvements (Turn Lanes)</u>			
Earthwork, Grading	Lump Sum	\$ 12,000	\$ 12,000
9" Gravel Road Base	978 Tons	\$ 12	\$ 11,736
2"-4" Asphalt	611 Tons	\$ 47	\$ 28,717
Traffic Control, Striping	Lump Sum	\$ 2,000	\$ 2,000
		SUB-TOTAL	\$ 54,453
<u>Water System</u>			
Fire Hydrant Assembly	5 Each	\$ 2,000	\$ 10,000
Residential Service Lines	60 Each	\$ 500	\$ 30,000
Commercial Service Lines	4 Each	\$ 1,000	\$ 4,000
		SUB-TOTAL	\$ 44,000
<u>Sewer System</u>			
Sewer Lift Station	Lump Sum	\$ 20,000	\$ 20,000
Sewer Force Main	170 Feet	\$ 12	\$ 2,040
Sewer Service Lines	64 Each	\$ 500	\$ 32,000
		SUB-TOTAL	\$ 54,040
<u>Other Utilities</u>			
Electric	Lump Sum	\$ 50,825	\$ 50,825
Natural Gas	Lump Sum	\$ 11,637	\$ 11,637
Telephone w/Pedestals	Lump Sum	\$ 20,000	\$ 20,000
TV Cable	Lump Sum	\$ 6,000	\$ 6,000
		SUB-TOTAL	\$ 88,462
		TOTAL	\$561,953

The undersigned, an engineer licensed by the State of Colorado, hereby certifies that the above and foregoing constitutes a true and correct estimate of the costs of constructing and installing all infrastructure improvements for the Burning Mountain Planned Unit Development, exclusive of the costs of water and sewer lines located outside of the subdivision and for which the Town of New Castle will reimburse the owner for the cost thereof.



Peter Belau
for Enartech, Inc.

RECORDED 11:00 J. ALDER, A.A. REC'D 466328
JUL 27 1994 RECORDED ALDER, GARFIELD COUNTY CLERK

0910:002

AMENDED CERTIFICATE OF DEDICATION AND OWNERSHIP BURNING MOUNTAIN PLANNED UNIT DEVELOPMENT

The following amends and replaces the Certificate of Dedication and Ownership as the same appears on plat of Burning Mountain Planned Unit Development recorded in the office of the Clerk and Recorder of Garfield County, Colorado on July 20, 1994 as Reception No. 466077.

Know all men by these presents that Burning Mountain Associates, Ltd., A Colorado Limited Partnership being sole owner in fee simple of all that real property described as follows:

A parcel of land situate in the SW $\frac{1}{4}$ Section 32, Township 5 South, Range 90 West of the 6th P.M., being more particularly described as follows:

Beginning at a point on the southerly right of way line of U.S. Highway 6 & 24 from which the West 1/4 Corner of said Section 32 bears N. 45°26'30" W. a distance of 119.73 feet, said point of beginning also being a point of curvature; thence along the Southerly right of way of said U.S. Highway 6 & 24 the following courses and distances, along the arc of a curve to the right a distance of 316.39 feet, said curve having a central angle of 16°32'23" a radius of 1096.00 feet and a chord which bears S. 68°15'37" E. a distance of 315.29 feet; thence S. 59°59'25" E. a distance of 1142.79 feet; thence along the arc of a curve to the left a distance of 494.35 feet, said curve having a central angle of 09°43'00" and a radius of 2915.00 feet; thence S. 69°42'25" E. a distance of 903.28 feet to the Westerly right of way of Interstate Highway 70 Exit 106; thence S. 13°54'05" W. along said Interstate Highway 70 Exit 106 right of way a distance of 316.40 feet to a point on the Northerly right of way of the Denver Rio Grande Western Railroad; thence along the right of way of said Denver and Rio Grande Western Railroad the following courses and distances, along the arc of a curve to the right a distance of 439.67 feet, said curve having a central angle of 08°56'58", a radius of 2814.79 feet and a chord which bears N. 70°21'24" W. a distance of 439.22 feet to a point of compound curvature; thence along the arc of a curve to the right a distance of 247.54 feet, said compound curve having a central angle of 02°29'50", a radius of 5679.58 feet and a chord which bears N. 64°37'50" W. a distance of 247.52 feet; thence N. 63°22'55" W. a distance of 1908.98 feet to a point of curvature; thence along the arc of a curve to the left a distance of 192.83 feet, said curve having a central angle of 04°15'18" and a radius of 2596.60 feet; thence leaving the Northerly right of way of said Denver and Rio Grande Western Railroad N. 00°12'40" W. a distance of 233.43 feet; thence N. 89°47'20" E. a distance of 20.00 feet; thence N. 00°12'40" W. a distance of 96.18 feet to the point of beginning and containing 18.96 acres more or less.

COUNTY OF GARFIELD
STATE OF COLORADO

have by these presents laid out, platted and subdivided the same into lots and blocks as shown hereon and designate the same as Phase 1 - Burning Mountain Planned Unit Development in the Town of New Castle, County of Garfield, State of Colorado; and do

AMENDMENT TO SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AMENDMENT TO AGREEMENT is made and entered into this _____ day of September, 1995, between BURNING MOUNTAIN ASSOCIATES, LTD., a Colorado limited partnership, (Owner) and the TOWN OF NEW CASTLE, a Colorado municipal corporation, (Town).

CUSTOMER LOAN

WITNESSETH:

WHEREAS, on July 5, 1994, the Owner and the Town entered into a Subdivision Improvements Agreement pertaining to real estate described in Exhibit A attached to said agreement and which agreement is recorded in the office of the Clerk and Recorder of Garfield County, Colorado as Reception No. 466079 in Book 0909 at Page 262 (Agreement); and

WHEREAS, the parties have agreed that the Agreement should be amended in the particulars hereinafter set forth;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AND THE FOLLOWING MUTUAL COVENANTS AND AGREEMENTS, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **AMENDMENT OF PARAGRAPH 8, RECOUPMENT OF COSTS.** Paragraph 8 of the Agreement is amended in its entirety to read as follows:

8. **RECOUPMENT OF COSTS.**

a. The Town may retain the services of a planner, engineer and an attorney to provide advice concerning the Subdivision. Owner agrees to reimburse the reasonable costs incurred. Prior to incurring said cost the Town shall advise the Owner thereof.

b. The Town agrees that the costs expended by the Owner in the construction of the water main and sewer main described in paragraphs 1.a and 1.b above may be recouped and recaptured by the Owner from fees and expenses collected by the Town as a direct result of the said water and sewer mains being constructed. Enartech, Inc. has certified that the costs expended in the construction of such water and sewer mains has exceeded Two Hundred Twenty Thousand Dollars (\$220,000.00). Two Hundred Twenty Thousand Dollars (\$220,000.00) shall be repaid to the Owner by the Town from revenues derived from the following sources:

*Town of New Castle
10/4/95
12616/1*

(1) Tap fees paid to the Town from all owners of lots in the Subdivision;

(2) Annexation fees paid to the Town by the owners of the property upon which the Pepsi-Cola Bottling Company plat is located;

(3) Annexation fees to be paid to the Town by the owners of the property located immediately northerly of the Subdivision and contiguous to Old Highway 6 & 24;

(4) Water and sewer fees paid by the users of the owners of the lots in the Subdivision.

Quarterly payments shall be made to the Owner as revenues are received from the sources above enumerated and shall continue until such time as the sum of Two Hundred Twenty Thousand Dollars (\$220,000.00) has been recouped and recaptured by the Owner, subject to annual appropriation by the Town.

c. On or before October 31, 1995, the Owner agrees to pay to the Town the sum of Fifty-Two Thousand Five Hundred and no/100 Dollars (\$52,500.00) to be utilized to remedy the road problems set forth in report of Enartech, Inc. dated August 16, 1995, addressed to Scott Balcomb and pertaining to Burning Mountain PUD Phase 1. This sum shall be used in accordance with said engineering report to remedy the road problems at such date, in the sole discretion of the Town, as the Subdivision has achieved build-out or that degree of build-out which will substantially comply with the concerns expressed in said engineering report. As security for this payment the Town is authorized to retain that amount from the sums collected by the Town pursuant to this paragraph 8.

d. The Town will release the Owner from any further warranty obligations except those described in subparagraph (e), and release the letter of credit.

e. With an expiration date of October 1, 1996, Owner agrees to warrant to the Town that the construction of the following items are in accordance with the plans and specifications for said Burning Mountain Phase I subdivision:

Bike Path

Sidewalks

Remedial Work Done During Summer of 1995.

2. **RATIFICATION AND CONFIRMATION.** Except as herein provided, all other terms and conditions of the Subdivision Improvements Agreement are hereby ratified and confirmed.

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

The above and foregoing instrument was acknowledged before me this 25th day of ~~August~~ ^{SEPTEMBER} 1995, by Russ Jarvis as Town Clerk and Steve Rippy as Mayor of the Town of New Castle, Colorado.

Witness my hand and seal.

Russ Jarvis
Notary Public

Address: 450 W MAIN ST, NEW CASTLE, CO 81647
My commission expires: 11-12-95

PETITION FOR ANNEXATION
AND
ANNEXATION AGREEMENT

This Agreement made and entered into this 5th day of September, by and between BURNING MOUNTAIN ASSOCIATES, LTD., hereinafter referred to as "Landowner" and the TOWN OF NEW CASTLE, a municipal corporation of the County of Garfield, State of Colorado, hereinafter referred to as "Town" to become effective on the 5th day of September, 1989.

1. RECITALS. For the purpose of interpreting and giving effect to this Agreement the parties agree to the truth and accuracy of the following:

- (a) Landowner owns the real property described in Exhibit A attached hereto which is hereinafter referred to as "Property;"
- (b) The Property is agriculturally zoned and the parties recognize the substantial contribution sales tax producing businesses located on the property will make to the sales tax revenues of the Town;
- (c) A community of interest exists between the area proposed to be annexed and the Town;
- (d) The parties wish to enter into an agreement regarding annexation of the property and the provision for furnishing municipal services to the property, for zoning, and to further clarify the parties understanding as to said annexation.
- (e) Landowner hereby petitions Town to annex the "Property."

2. WATER AND SEWER.

- (a) Landowner agrees to install at such time as central municipal service is available to or near to the property boundaries, water distribution and sewer collection lines within the property in accordance with the Town's standards and specifications and pursuant to plans approved by the Town. Landowner

RECORDERS NOTE: 1-5-96
Not Original-Copy When Recorded.

agrees to develop and provide to the Town for review and approval prior to planning of the property a Master Utilities Plan for the annexed area. Approval will not be unreasonably withheld.

(b) The parties mutually agree that when central municipal service is available, the Landowner shall design and install water lines and fire hydrants within the property in accordance with the Town's standards and specifications, subject to approval by a Town appointed engineer and the fire department. It is expressly understood that the Town may be unable to provide fire protection to any of the annexed land prior to the installation of required fire hydrants.

(c) The Town shall provide water and sewer service to the Property within a reasonable period of time after determination of need by the Landowner and the Town as required for development of the Property. At that time the Landowner agrees to pay fifty percent (50%) of installation cost of extension of sewer collection line not to exceed \$45,000.00.

(d) If the Town is unable to provide water and sewer service in a timely fashion to the Property in accordance with Landowner's development schedule, Landowner may provide for interim water and sewer service to the Property. The provision of such interim service shall be at the sole cost of Landowner. To the extent adjacent property owners are benefited by such interim measures, Landowner may be entitled to receive reimbursement from the owners of said adjacent parcels.

(e) At such times as central water and sewer distribution is available to the Property, Landowner agrees to separately connect each parcel in the Property to such services if such parcel is then using water and cease to use the interim services described in part D above. Landowner further agrees to convey by special warranty deed the rights to all well water existing on Property after connecting to municipal water services. Town and Landowner shall enter into a separate agreement for compensation if it is determined to have value to the Town.

(f) Landowner will provide sewer utility easement.

3. POLICE SERVICES. Upon annexation, the Town commits to provide police protection for the Property.

4. ZONING. Upon annexation, the Property shall be zoned accordingly; Parcels B,C,D Commercial General; Parcels A & E General Industrial.

5. STREETS. Landowner shall dedicate all rights-of-way for public streets within individual parcels of the Property, if necessary, for the full width thereof, as required by the Town code of the Town of New Castle, Colorado, and design and fully improve to Town standards all public streets within the property, and one-half of all streets lying on or abutting the exterior boundaries of the property without cost to Town. Such dedication of streets shall occur pro rata at the time of subdivision or PUD platting; however, Landowner agrees to dedicate such rights of way at an earlier time when determined by Town to be required for commencement of construction of such streets or for extension of utilities.

6. ANNEXATION. Subject to the foregoing, Landowner agrees that the Town of New Castle may commence annexation proceedings in accordance with the laws of the State of Colorado and the municipal charter and code of the Town. Costs of annexation will be borne by the Town.

7. BINDING EFFECT. This Agreement shall be binding upon the parties and their successors in interest of any kind.

8. ASSIGNABILITY. Landowner reserves the right to assign this Agreement in whole or in part in connection with the assignment or conveyance of individual parcels of the Property.

9. SEVERABILITY. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such shall not affect any other provision hereof but this Agreement shall be construed as if such invalid or other enforceable provision had never been contained herein.

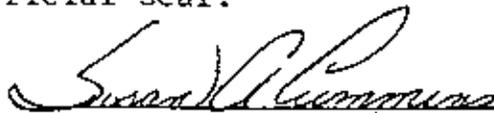
10. TIME. Time is of the essence in this Agreement.

11. RECORDING. It is agreed that the Town shall have the right and authority to record this Agreement.

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

The foregoing instrument was acknowledged before me
this 5th day of February, 1990, by Frank Breslin,
Mayor.

Witness my hand and official seal.



Notary Public

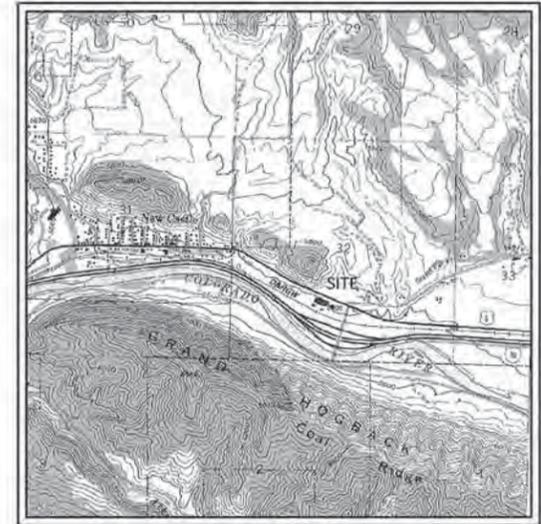
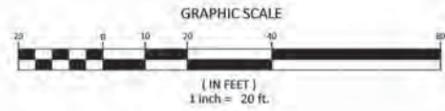
My commission expires:

9/30/92

Site Plan/Technical Drawings

ALTA/ACSM LAND TITLE SURVEY/TOPOGRAPHICAL MAP OF:
LOT C1, BURNING MOUNTAIN, P.U.D.

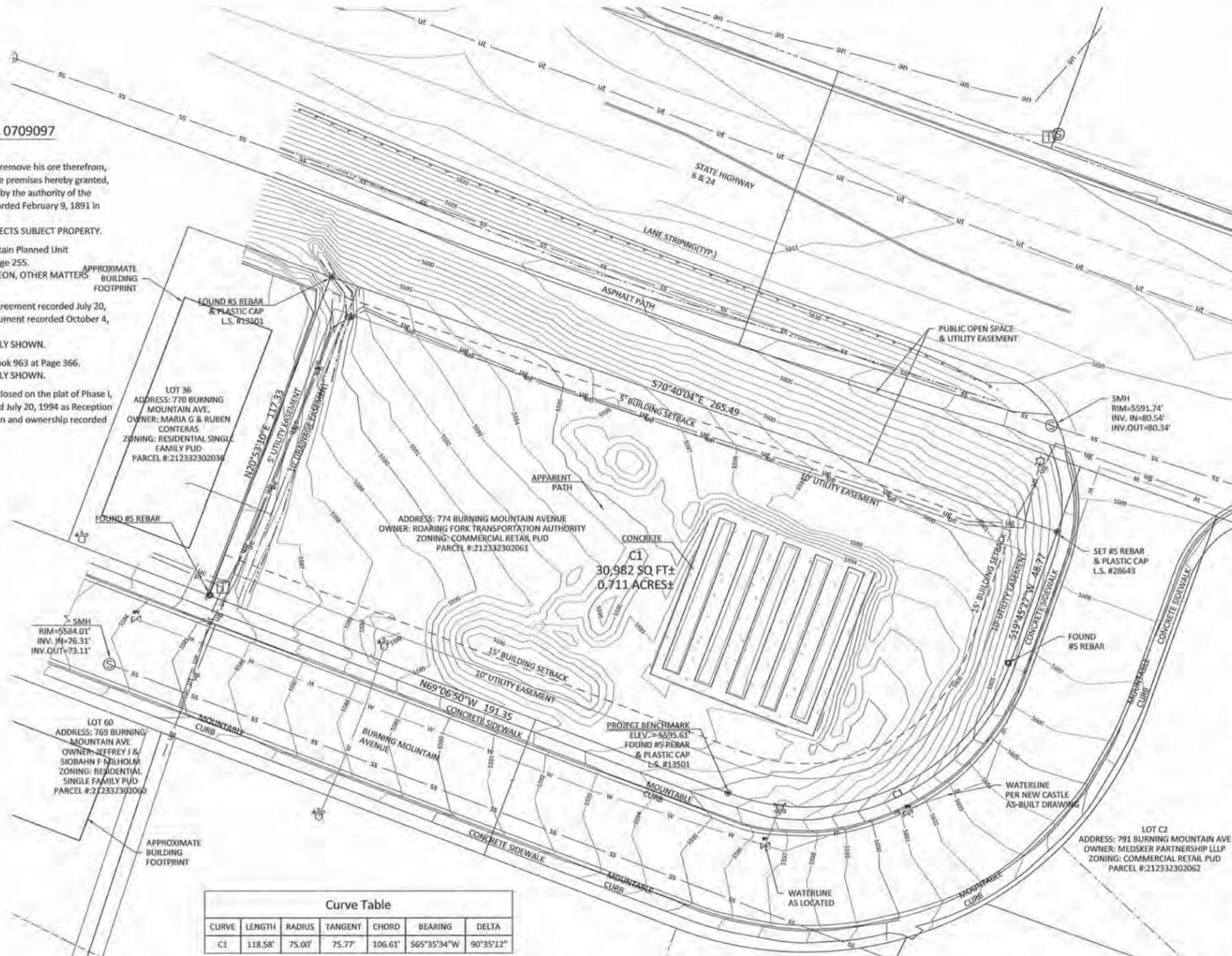
A PARCEL OF LAND SITUATED IN THE SW¹/₄ OF SECTION 32
 TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6th P.M.
 TOWN OF NEW CASTLE, COUNTY OF GARFIELD, STATE OF COLORADO
 SHEET 1 OF 1



VICINITY MAP
 SCALE: 1" = 2000'

SCHEDULE B-2 EXCEPTIONS PER FILE NO. 0709097

8. Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, and a right of way for ditches or canals as constructed by the authority of the United States, as reserved in United States Patent recorded February 9, 1891 in Book 12 at Page 76. ILLEGIBLE DOCUMENT. CANNOT DETERMINE IF IT AFFECTS SUBJECT PROPERTY.
9. Declaration of protective covenants for Burning Mountain Planned Unit Development recorded July 20, 1994 in Book 909 at Page 255. AFFECTS SUBJECT PROPERTY. SETBACKS SHOWN HEREON, OTHER MATTERS CANNOT BE GRAPHICALLY SHOWN.
10. Terms and conditions of Subdivision Improvements Agreement recorded July 20, 1994 in Book 909 at Page 262 and as amended in instrument recorded October 4, 1995 in Book 954 at Page 965. AFFECTS SUBJECT PROPERTY. CANNOT BE GRAPHICALLY SHOWN.
11. Annexation Agreement recorded January 5, 1996 in Book 963 at Page 366. AFFECTS SUBJECT PROPERTY. CANNOT BE GRAPHICALLY SHOWN.
12. Easements and rights of way and all other matters disclosed on the plat of Phase I, Burning Mountain Planned Unit Development recorded July 20, 1994 as Reception No. 466077 and as amended by certificate of dedication and ownership recorded July 27, 1994 in Book 910 at Page 2. AFFECTS SUBJECT PROPERTY. SHOWN HEREON.



PROPERTY DESCRIPTION

Lot C1
 Burning Mountain Planned Unit Development,
 according to the plat thereof, recorded July 20, 1994 as reception no. 466077
 Town of New Castle
 County of Garfield
 State of Colorado

NOTES

- 1.) Date of Survey: June 13, 2013.
- 2.) Date of Preparation: June 2013.
- 3.) Basis of Bearing: A bearing of N69°06'50"W established by GPS observations between the Southwest corner of Lot C1, monumented by a Found #5 rebar and the Southeast corner of Lot C1, monumented by a Found #5 rebar and plastic cap L.S. #13501. This bearing base was established to be consistent with the design drawings prepared by SGM for the 6 & 24 and Castle Valley road proposed roundabout. The record bearing per the said Burning Mountain P.U.D. plat (N68°34'42"W) has been rotated 0°32'08" clockwise, to be consistent with the observed basis of bearing.
- 4.) Basis of Survey: The Plat of Burning Mountain Planned Unit Development, recorded July 20, 1994 as reception no. 466077 in the Office of the Garfield County Clerk and Recorder, various documents of record, and the found monuments, as shown.
- 5.) This survey does not constitute a title search by Sopris Engineering, LLC (SE) to determine ownership or easements of record. For all information regarding easements, rights of way and/or title of record, SE relied upon the title commitment prepared by Commonwealth Title Company of Garfield County, Inc. under File No. 0709097 with an effective date of November 7, 2007 and above said plats described in note 4.
- 6.) Basis of elevation: A GPS observation of 5594.12' on the NGS station "ANDERS" and calibrated to match the field work performed by SGM. This established the site benchmark elevation, shown hereon.
- 7.) Contour Interval: One (1) foot.
- 8.) Subject property located in Zone "C" (areas of minimal flooding). Per the FEMA Flood Insurance Rate Map(FIRM) number 080205 1015 B, dated January 3, 1986.

EXISTING CONDITIONS LEGEND

- CATY PEDESTAL
- TELEPHONE PEDESTAL
- ELECTRIC METER
- ELECTRIC TRANSFORMER
- SEWER CLEANOUT
- SEWER MANHOLE
- CURB STOP
- WATER VALVE
- WATER HYDRANT
- GAS METER
- ELECTRIC MANHOLE
- WATER MANHOLE
- DRYWELL
- TELEPHONE MANHOLE
- UTILITY MANHOLE

CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	118.58'	75.00'	75.77'	106.61'	S65°35'34"W	90°35'12"

GENERAL UTILITY NOTES:

1. The locations of underground utilities have been plotted based on utility maps, construction/design plans, other information provided by utility companies and actual field locations in some instances. These utilities, as shown, may not represent actual field conditions. It is the responsibility of the contractor to contact all utility companies for field location of utilities prior to construction.

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BE BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

SOPRIS ENGINEERING - LLC
 CIVIL CONSULTANTS
 502 MAIN STREET, SUITE A3
 CARBONDALE, COLORADO 81623
 (970) 704-0311 SOPRISENG@SOPRISENG.COM

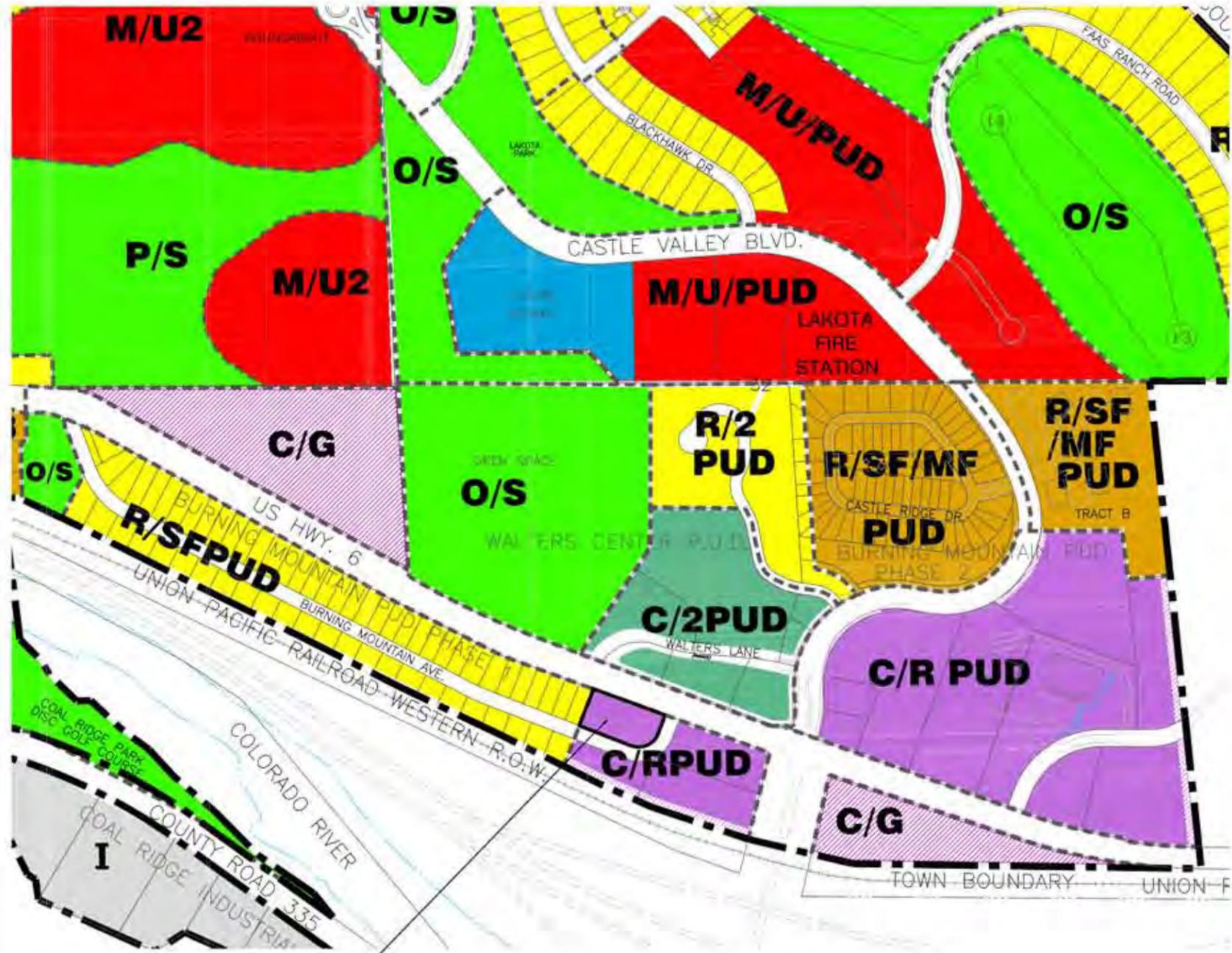
ALTA/ACSM SURVEYOR'S CERTIFICATE

To: The Roaring Fork Transit Authority, and Commonwealth Title Company of Garfield County, Inc.:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 8, 9, 11b, 13, 14, 16, 17, and 18 of Table A thereof. The field work was completed on June 13, 2013.

Mark S. Beckler
 P.L.S. #28643
 Date: June 14, 2013





NEW CASTLE ZONING MAP

SCALE: 1"=200'

LEGEND: ZONE DISTRICTS

- TOWN BOUNDARY LINE
- ZONING DISTRICT BOUNDARY
- O/S - OPEN SPACE
- R/M/PUD - RESIDENTIAL SINGLE FAMILY, MEDIUM DENSITY
- R/1 - RESIDENTIAL SINGLE FAMILY, LOW DENSITY
- R/2 - RESIDENTIAL SINGLE FAMILY, 5000 S.F. MINIMUM LOT
- R/3 - RESIDENTIAL SINGLE FAMILY, 7500 S.F. MINIMUM LOT
- R/4 - RESIDENTIAL MULTI-FAMILY
- C/1 - COMMERCIAL ORIGINAL TOWN
- M/U/PUD - MIXED USED / PLANNED UNIT DEVELOPMENT
- C/2 - COMMERCIAL RETAIL
- I - INDUSTRIAL
- P - PERFORMANCE
- H-B - HIGHWAY BUSINESS
- C/G - COMMERCIAL GENERAL
- C/R - COMMERCIAL RETAIL (Burning Mtn. PUD)
- C/T - COMMERCIAL TRANSITIONAL
- R/SF/MF PUD - RESIDENTIAL SINGLE FAMILY/MULTI FAMILY P.U.D.
- PUD - PLANNED UNIT DEVELOPMENT, PER DEVELOPMENT ORD.
- SCHOOLS

CASTLE VALLEY RANCH PUD LEGEND

- R - RESIDENTIAL HOMES
- R/1/6PUD - RESIDENTIAL SINGLE FAMILY - 6000 S.F. MIN.
- R/1/8PUD - RESIDENTIAL SINGLE FAMILY - 8000 S.F. MIN.
- R/1/10PUD - RESIDENTIAL SINGLE FAMILY - 10,000 S.F. MIN.
- R/1/40PUD - RESIDENTIAL SINGLE FAMILY LOW DENSITY DISTRICT
- R/M-F/1PUD - RESIDENTIAL MULTI-FAMILY CLUSTER HOMES
- R/M-F/2PUD - RESIDENTIAL MULTI-FAMILY TOWNHOUSE PATIO HOMES
- R/M-F/3PUD - RESIDENTIAL MULTI-FAMILY APARTMENTS
- R/M-F/4PUD - RESIDENTIAL MULTI-FAMILY DUPLEX HOMES
- P/S-PUD - PUBLIC (OPEN) SPACE (PARK)
- C/1-PUD - COMMERCIAL CORE ZONE DISTRICT
- SCHOOLS
- M/U - MIXED USE
- M/U1 - MIXED USE 1
- M/U2 - MIXED USE 2
- SF-1 - RESIDENTIAL LARGE LOT SINGLE-FAMILY
- SF-2 - RESIDENTIAL SMALL LOT SINGLE FAMILY
- MF-1 - RESIDENTIAL MULTI-FAMILY TOWNHOUSE & PATIO HOME
- MF-2 - RESIDENTIAL MULTI-FAMILY HIGHER DENSITY & APARTMENTS
- MU-1 - MIXED USE RESIDENTIAL & NONRESIDENTIAL
- MU-2 - MIXED USE RESIDENTIAL & LIGHT INDUSTRIAL
- OS/P - OPEN SPACE & PARKS

ZONE DISTRICT BOUNDARIES

Except where otherwise necessary, zone district boundaries shall follow the Town's corporate limits, section or sectional lines, lot or block lines, right-of-way lines, or centerlines of streets, alleys or waterways. In unsubdivided territory or where a zone district boundary line divides a lot or parcel, the location of such line, unless indicated by dimension, shall be determined by the scale of the Zoning Map. Land which is not a part of a public railroad or utility right-of-way and which is not indicated as being in any zone district shall be considered to be included in the most restricted adjacent zone district, even when such district is separated from the land in question by a public railroad or utility right-of-way. (Ord. No. 399)



DATE	INITIALS
DESIGNED BY	DRAWN BY
CHECKED BY	

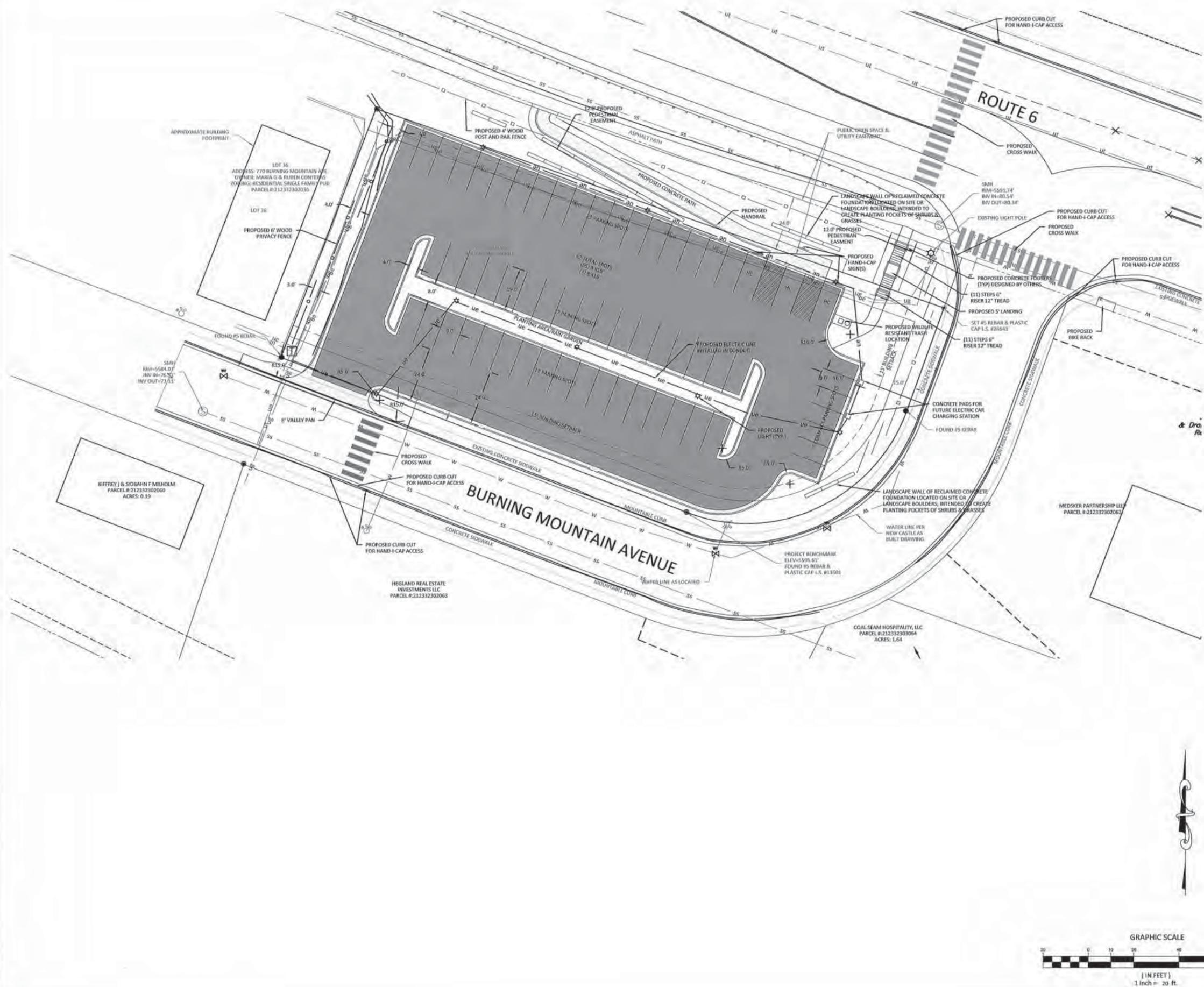
SOPRIS ENGINEERING, LLC.
 CIVIL CONSULTANTS
 502 MAIN STREET
 CARBONDALE, CO 81625
 (970) 704-0311
 FAX: (970) 704-0313

DATE	BY	REVISION

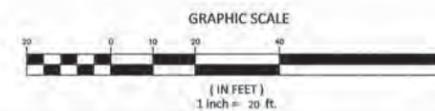
NO.	DATE	DESCRIPTION

NEW CASTLE PARK AND RIDE
 TOWN OF NEW CASTLE, COLORADO
 ZONING MAP
 EXHIBIT

DATE: 01-31-2013
 JOB NO: 13014
 SHEET: 1 OF 1



- PROPOSED LEGEND**
- S220- PROPOSED CONTOUR
 - 8" W- PROPOSED 8" WATER MAIN
 - 12" W- PROPOSED 12" WATER MAIN
 - 8" SS- PROPOSED 8" SANITARY SEWER MAIN
 - 12" SS- PROPOSED 12" SANITARY SEWER MAIN
 - ETG- PROPOSED ELEC, TELE, CABLE, GAS
 - ETC- PROPOSED ELEC, TELE, CABLE
 - G- PROPOSED GAS
 - T- PROPOSED TELEPHONE
 - E- PROPOSED ELECTRIC
 - CATV- PROPOSED CABLE
 - FO- PROPOSED FIBER OPTIC
 - SS- PROPOSED STORM SEWER
 - R- PROPOSED RETAINING WALL
 - M- PROPOSED ELECTRIC MANHOLE
 - D- PROPOSED DRAINAGE DRY-WELL
 - SM- PROPOSED SEWER MANHOLE
 - UM- PROPOSED UTILITY MANHOLE
 - GW- PROPOSED GUY WIRE
 - PW- PROPOSED POWER POLE
 - FH- PROPOSED FIRE HYDRANT
 - WV- PROPOSED WATER VALVE
 - CS- PROPOSED CURB STOP
 - GM- PROPOSED GAS METER/VALVE
 - ET- PROPOSED ELECTRIC TRANSFORMER
 - EM- PROPOSED ELECTRIC METER
 - TP- PROPOSED TELEPHONE PEDESTAL
 - CP- PROPOSED CATV PEDESTAL
 - SC- PROPOSED SEWER CLEANOUT
 - LP- PROPOSED LIGHT POLE
 - SI- PROPOSED SIGN
 - SI- PROPOSED STORM INLET
- EXISTING LEGEND**
- S220- EXISTING CONTOUR
 - 8" W- EXISTING CONTOUR INTERVAL
 - W- EXISTING WATER MAIN
 - SS- EXISTING SANITARY SEWER MAIN
 - ETC- EXISTING ETC COMMON TRENCH
 - T- EXISTING TELEPHONE
 - E- EXISTING ELECTRIC
 - OE- EXISTING OVERHEAD ELECTRIC
 - C- EXISTING CABLE
 - G- EXISTING GAS
 - FO- EXISTING FIBER OPTIC
 - SS- EXISTING STORM SEWER
 - E- EXISTING EASEMENT
 - PL- EXISTING PROPERTY LINE
 - SB- EXISTING SETBACK
 - WF- EXISTING WOOD FENCE
 - WF- EXISTING WIRE FENCE
 - L- EXISTING CHAIN LINK FENCE
 - RW- EXISTING ROCK WALL
 - M- EXISTING ELECTRIC MANHOLE
 - D- EXISTING DRAINAGE DRY-WELL
 - SM- EXISTING SEWER MANHOLE
 - UM- EXISTING TELEPHONE MANHOLE
 - U- EXISTING UTILITY MANHOLE
 - GW- EXISTING GUY WIRE
 - PW- EXISTING POWER POLE
 - FH- EXISTING FIRE HYDRANT
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 - SI- EXISTING STORM INLET



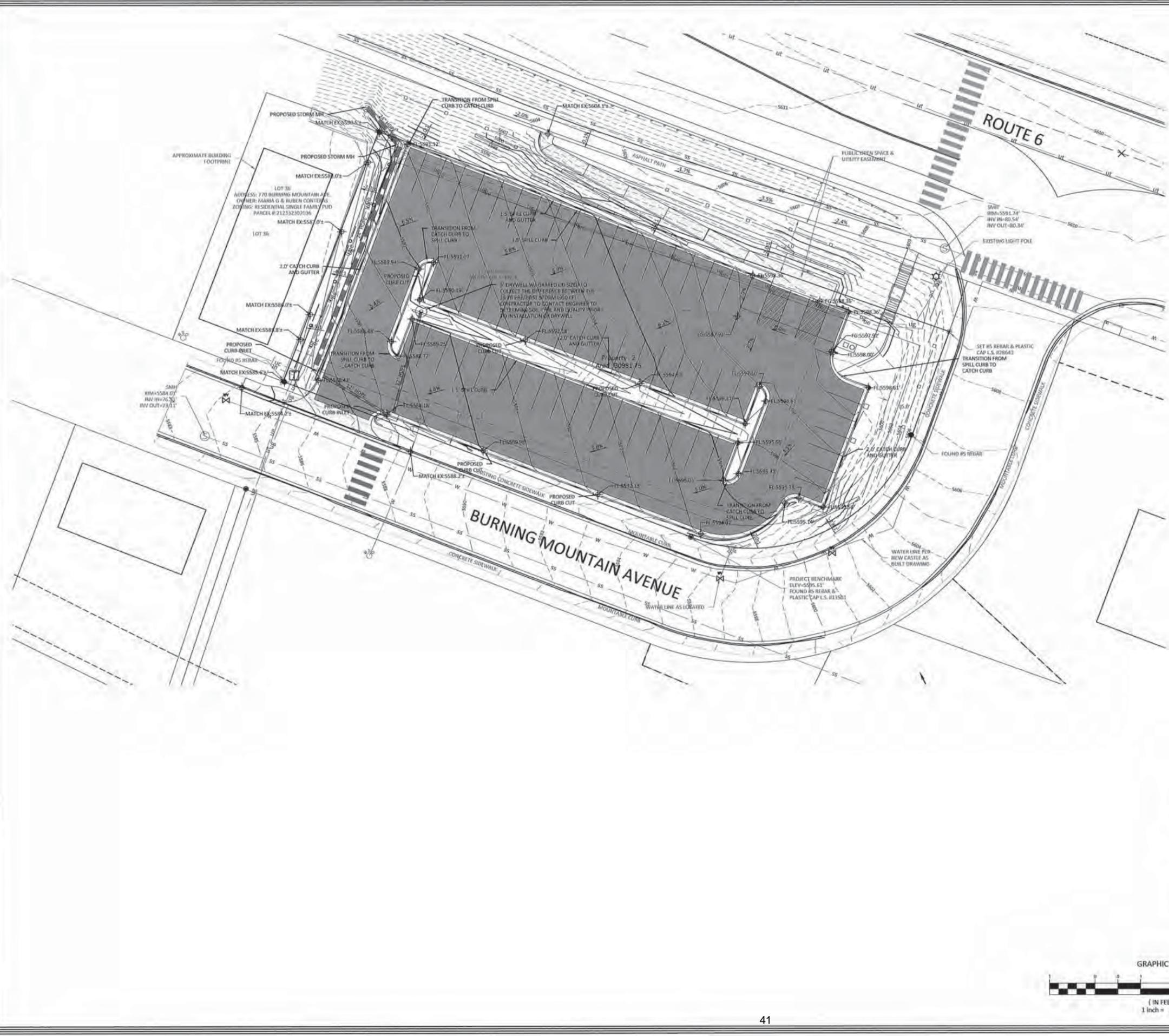
SOPRIS ENGINEERING, LLC.
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 800 MAIN STREET
 CARONDALE, CO 81623
 (970) 704-0311
 FAX: (970) 704-0313

INITIALS	DATE
DESIGNED BY	
DRAWN BY	
CHECKED BY	

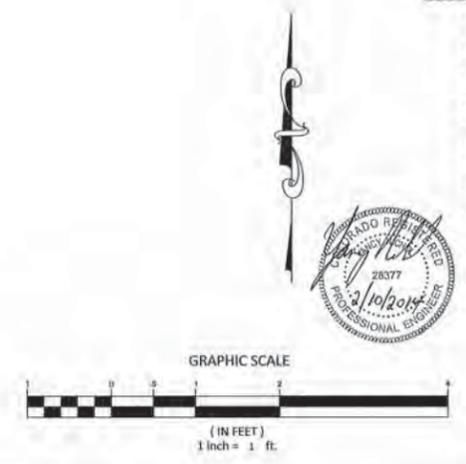
NO.	REVISION	DATE	BY

NEW CASTLE PARK AND RIDE
TOWN OF NEW CASTLE, COLORADO
HORIZONTAL AND GEOMETRIC LAYOUT
 CONDITIONAL USE PERMIT SUBMITTAL

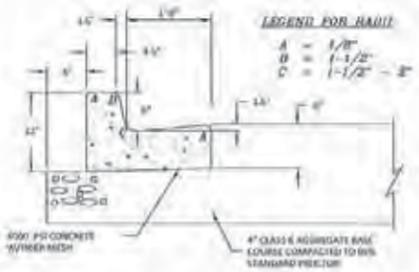
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JOB NO.	13014
SHEET	C1



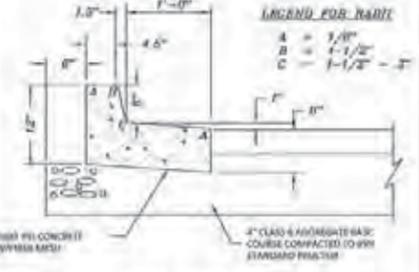
- PROPOSED LEGEND**
- 5.20 PROPOSED CONTOUR
 - - - - - PROPOSED CONTOUR INTERVAL
 - 8" W PROPOSED 8" WATER MAIN
 - 12" W PROPOSED 12" WATER MAIN
 - 8" SS PROPOSED 8" SANITARY SEWER MAIN
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 - G PROPOSED GAS
 - T PROPOSED TELEPHONE
 - E PROPOSED ELECTRIC
 - CATV PROPOSED CABLE
 - FO PROPOSED FIBER OPTIC
 - SS PROPOSED STORM SEWER
 - PROPOSED RETAINING WALL
 - PROPOSED ELECTRIC MANHOLE
 - PROPOSED DRAINAGE DRY-WELL
 - PROPOSED SEWER MANHOLE
 - PROPOSED TELEPHONE MANHOLE
 - PROPOSED UTILITY MANHOLE
 - PROPOSED GUY WIRE
 - PROPOSED POWER POLE
 - PROPOSED FIRE HYDRANT
 - PROPOSED WATER VALVE
 - PROPOSED CURB STOP
 - PROPOSED GAS METER/VALVE
 - PROPOSED ELECTRIC TRANSFORMER
 - PROPOSED ELECTRIC METER
 - PROPOSED TELEPHONE PEDESTAL
 - PROPOSED CATV PEDESTAL
 - PROPOSED SEWER CLEANOUT
 - PROPOSED LIGHT POLE
 - PROPOSED SIGN
 - PROPOSED STORM INLET
- EXISTING LEGEND**
- 5.20 EXISTING CONTOUR
 - - - - - EXISTING CONTOUR INTERVAL
 - 8" W EXISTING WATER MAIN
 - 12" W EXISTING 12" WATER MAIN
 - 8" SS EXISTING 8" SANITARY SEWER MAIN
 - 12" SS EXISTING 12" SANITARY SEWER MAIN
 - ETC EXISTING ETC COMMON TRENCH
 - ETC EXISTING TELEPHONE
 - ETC EXISTING ELECTRIC
 - ETC EXISTING OVERHEAD ELECTRIC
 - ETC EXISTING CABLE
 - ETC EXISTING GAS
 - ETC EXISTING FIBER OPTIC
 - ETC EXISTING STORM SEWER
 - ETC EXISTING EASEMENT
 - ETC EXISTING PROPERTY LINE
 - ETC EXISTING SETBACK
 - ETC EXISTING WOOD FENCE
 - ETC EXISTING WIRE FENCE
 - ETC EXISTING CHAIN LINK FENCE
 - ETC EXISTING ROCK WALL
 - EXISTING ELECTRIC MANHOLE
 - EXISTING DRAINAGE DRY-WELL
 - EXISTING SEWER MANHOLE
 - EXISTING TELEPHONE MANHOLE
 - EXISTING UTILITY MANHOLE
 - EXISTING GUY WIRE
 - EXISTING POWER POLE
 - EXISTING FIRE HYDRANT
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 - EXISTING ELECTRIC TRANSFORMER
 - EXISTING ELECTRIC METER
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 - EXISTING SIGN
 - EXISTING STORM INLET



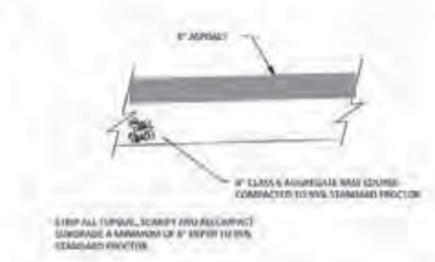
DESIGNED BY	DATE
DRAWN BY	
CHECKED BY	
SOPRIS ENGINEERING, LLC. CIVIL CONSULTANTS 502 MAIN STREET CARBONDALE, CO 81623 (970) 704-0311 FAX: (970) 704-0313	
BY	DATE
REVISION	
NO.	
NEW CASTLE PARK AND RIDE TOWN OF NEW CASTLE, COLORADO GRADING PLAN CONDITIONAL USE PERMIT SUBMITTAL	
DATE:	02-12-2014
JOB NO.	13014
SHEET	C2



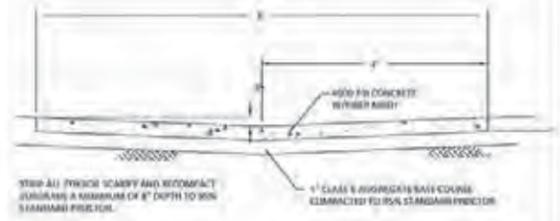
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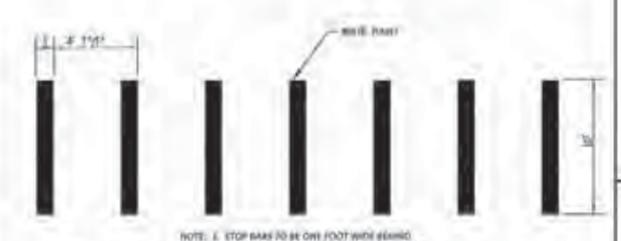
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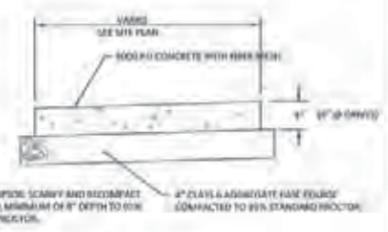
③ **ASPHALT DRIVE AND PARKING**
N.T.S.



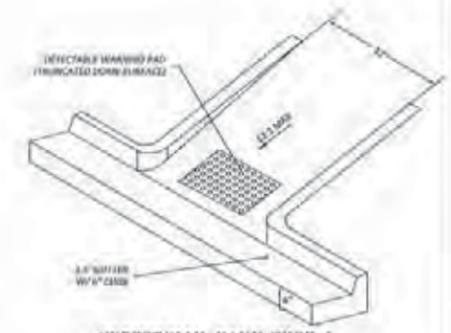
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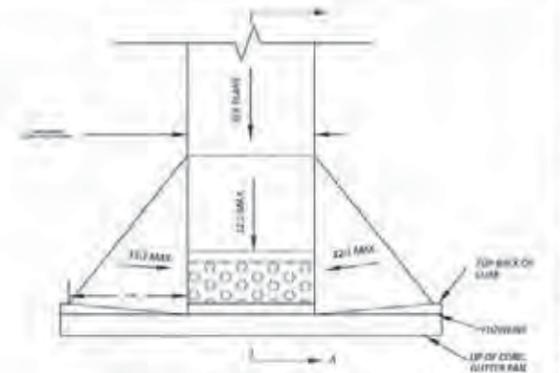
⑤ **PEDESTRIAN CROSS WALK DETAIL**
N.T.S.



⑥ **CONCRETE SIDEWALK**
N.T.S.



⑦ **HANDICAP RAMP**
N.T.S.



⑧ **HANDICAP RAMP**
N.T.S.

DATE	
DESIGNED BY	
DRAWN BY	
CHECKED BY	

SOPRIS ENGINEERING, LLC
CIVIL CONSULTANTS
 802 MAIN STREET
 CARROLLALE, CO 81011
 (970) 734-0311
 FAX: (970) 734-0313

DATE	
BY	
REVISION	
NO.	

NEW CASTLE PARK AND RIDE
 TOWN OF NEW CASTLE, COLORADO
 SITE DETAILS
 CONDITIONAL USE PERMIT SUBMITTAL

DATE: 09-19-2014
 JOB NO: 13014
 SHEET: C3

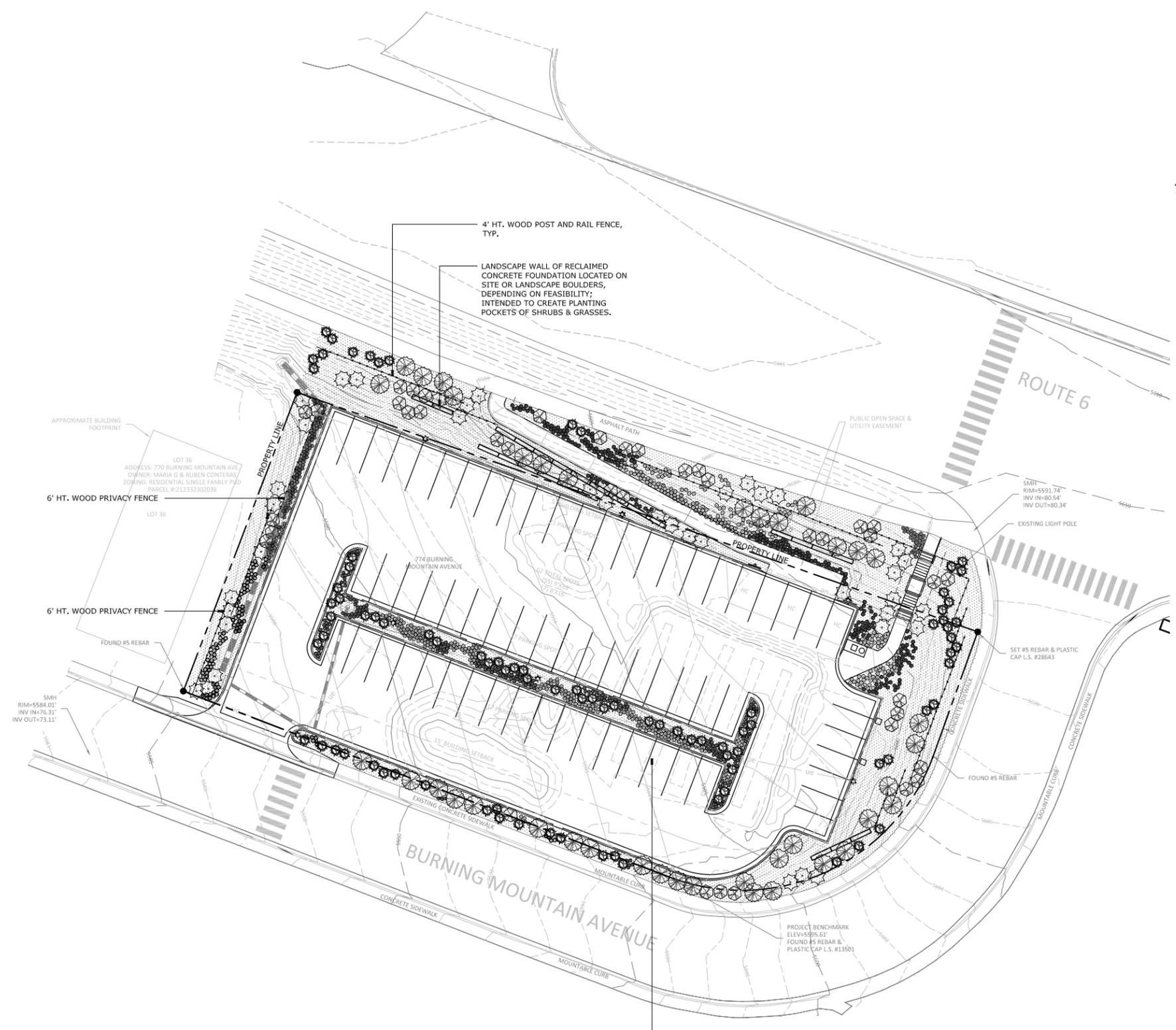




planting plan	
date	Issue
11/07/2013	30%
02/12/2014	cond. use permit

LEGEND

SYMBOL	PLANT	SIZE	HT.
SHRUBS			
	DECIDUOUS SHRUB -NATIVE & DROUGHT TOLERANT	#10	15"-18"
	DECIDUOUS SHRUB -NATIVE & DROUGHT TOLERANT	#5	12"-15"
	EVERGREEN SHRUB -NATIVE & DROUGHT TOLERANT	B&B	4'-5'
	DECIDUOUS SHRUB -NATIVE & DROUGHT TOLERANT	B&B	4'-5'
PERENNIALS			
	PERENNIALS -NATIVE & DROUGHT TOLERANT		1 gal.
NATIVE SEEDING AREAS			
	SEEDING AREA		14,240 sf



EXISTING FOUNDATION TO BE USED FOR LANDSCAPE WALLS, TYP.



north



L400

GENERAL NOTES

1. THE CONTRACTOR SHALL PROVIDE ALL LABOR AND MATERIAL NECESSARY FOR A COMPLETE AND FUNCTIONING ELECTRICAL SYSTEM.
2. THE GENERAL CONTRACTOR, ELECTRICAL CONTRACTOR(S), AND LOW VOLTAGE CONTRACTOR(S) SHALL REFER TO THE LIGHTING PLANS, SCHEDULES, AND DETAILS HEREIN, LIGHTING SPECIFICATIONS, AND PRODUCT CUTSHEETS FOR ADDITIONAL INFORMATION.
3. THE CONTRACTOR SHALL LAY OUT ALL LIGHT FIXTURE LOCATIONS AND TRANSFORMER LOCATIONS PRIOR TO INSTALLATION FOR APPROVAL BY ALPENGLOW LIGHTING DESIGN, INC., ARCHITECT, INTERIOR DESIGNER, AND OWNER.
4. MATERIALS AND INSTALLATION SHALL COMPLY WITH CODES, LAWS, AND ORDINANCES OF FEDERAL, STATE AND LOCAL GOVERNING BODIES HAVING JURISDICTION.
5. MATERIALS AND EQUIPMENT SHALL BE LISTED AND/OR LABELED BY UL, ETL, GSA OR ANOTHER RECOGNIZED TESTING LAB.
6. THE CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS, GOVERNMENTAL FEES, TAXES AND LICENSES NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE ELECTRICAL WORK.
7. THE CONTRACTOR SHALL PREPARE AND SUBMIT TO GOVERNMENTAL AGENCIES AND UTILITY COMPANIES SHOP DRAWINGS ARE REQUIRED BY THESE AGENCIES, FOR THEIR APPROVAL.
8. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT, OWNER, AND LIGHTING DESIGNER OF ANY MATERIALS OR APPARATUS BELIEVED TO BE INADEQUATE, UNSUITABLE, IN VIOLATION OF LAWS, ORDINANCES, RULES OR REGULATIONS OF AUTHORITIES HAVING JURISDICTION.
9. THE CONTRACTOR SHALL CAREFULLY EXAMINE THE CONTRACT DOCUMENTS, VISIT THE SITE, AND THOROUGHLY BECOME FAMILIAR WITH THE BUILDING AND STANDARDS AND LOCAL CONDITIONS RELATING TO THE WORK. FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR OF THE OBLIGATIONS OF THE CONTRACT.
10. ALL MATERIALS, AND EQUIPMENT SHALL BE ERECTED, INSTALLED, CONNECTED, CLEANED, ADJUSTED, TESTED, CONDITIONED, AND PLACED IN SERVICE IN ACCORDANCE WITH THE MANUFACTURER'S DIRECTIONS AND RECOMMENDATIONS.
11. ALL CUTTING, DRILLING, AND PATCHING OF MASONRY, STEEL OR IRON WORK BELONGING TO THE BUILDING MUST BE DONE BY THIS CONTRACTOR IN ORDER THAT HIS WORK MAY BE PROPERLY INSTALLED, BUT UNDER NO CONDITIONS MAY STRUCTURAL WORK BE CUT, EXCEPT AT THE DIRECTION OF THE ARCHITECT, ENGINEER, OR THEIR REPRESENTATIVE.
12. ALL MATERIAL, EQUIPMENT, WIRING DEVICES, ETC. SHALL BE NEW UNLESS SPECIFICALLY INDICATED AS EXISTING TO BE REUSED.
13. EXCEPT AS NOTED OTHERWISE, ALL WORK REQUIRED FOR THE INSTALLATION AS SHOWN ON DRAWINGS INCLUDING LABOR, EQUIPMENT, AND MATERIALS SHALL BE IN STRICT COMPLIANCE WITH THE BUILDING STANDARDS.
14. PROVIDE COMPLETE METAL RACEWAY SYSTEMS AND ENCLOSURES FOR ALL WIRING THROUGHOUT THE EXTEND OF THE REQUIRED SYSTEM.
15. MC CABLE MAY BE USED FOR ALL BRANCH CIRCUITING. MC CABLE SHALL NOT ENTER INTO PANELBOARDS. ELECTRICAL CONTRACTOR SHALL UTILIZE EMT OUT OF THE PANELBOARD INTO A FULL BOX, GUTTER, OR SIMILAR DEVICE, AND THEN RUN MC CABLE FOR THE REMAINDER OF BRANCH CIRCUITING RUN. MINIMUM RACEWAY SIZE SHALL BE 1/2" UNLESS OTHERWISE INDICATED. MC CABLE MAY ONLY BE USED IN CONCEALED LOCATIONS.
16. FLEXIBLE CONDUIT CONNECTIONS TO RECESSED LIGHTING FIXTURES SHALL BE MADE WITH FLEXIBLE STEEL CONDUIT, 3/4" MINIMUM.
17. ALL NEW CIRCUITS SHALL HAVE A GROUND WIRE INSTALLED.
18. ALL WIRE NOT INSTALLED IN CONDUIT AND IN THE CEILING SHALL BE PLENUM RATED.
19. IN SUSPENDED CEILINGS, SUPPORT CONDUIT AND JUNCTION BOXES DIRECT FROM THE STRUCTURAL SLAB, DECK, OR FRAMING PROVIDED FOR THAT PURPOSE. LIGHTING BRANCH CIRCUIT CONDUITS SHALL NOT BE CLIPPED TO THE CEILING SUPPORT WIRES OR SPLINE UNLESS THE CEILING HAS BEEN SPECIFICALLY DESIGNED FOR THAT PURPOSE.
20. SHOULD ACTUAL FIELD CONDITIONS REQUIRE INDICATED CIRCUIT DESIGNATIONS TO VARY, INDICATE THE CIRCUIT NUMBER USED ON THE AS-BUILT DRAWINGS.
21. ALL FACEPLATE AND DEVICE COLORS SHALL BE APPROVED BY OWNER.
22. ALL BATTERY BACKUP EMERGENCY LIGHTING AND EXIT LIGHTS SHALL BE WIRED AHEAD OF ANY LOCAL SWITCHING, UNLESS OTHERWISE NOTED.
23. THE CONTRACTOR SHALL VERIFY THE CEILING TYPE BEFORE ORDERING LIGHTING FIXTURES.
24. THE CONTRACTOR IS TO REFER TO ARCHITECTURAL PLANS AND SPECIFICATIONS FOR ALL FIRE-RATED PENETRATION INSTALLATION REQUIREMENTS.
25. THE CONTRACTOR IS TO NOTIFY THE ARCHITECT PRIOR TO INSTALLING ANY FIXTURES WITHIN A FIRE RATED CEILING OR WALL. FIRE RATING MUST BE MAINTAINED FOR THIS TYPE OF INSTALLATION WITH DRYWALL TENTING.
26. BIDS SHALL HAVE LINE-ITEM PRICING. BIDS WHICH SHOW LOT PRICING FOR LIGHTING FIXTURES AND/OR LIGHTING CONTROLS SHALL BE REJECTED WITHOUT CONSIDERATION. BIDDER SHALL HAVE FIVE (5) BUSINESS DAYS TO RESUBMIT LINE-ITEM PRICING. AFTER FIVE (5) BUSINESS DAYS, BID SHALL BE CONSIDERED TO BE NULL AND VOID AND WILL BE REJECTED.
27. SUBSTITUTION REQUESTS AND VALUE ENGINEERING RECOMMENDATIONS FROM THE CONTRACTOR WILL BE CONSIDERED IF SUBMITTED WITHIN 30 DAYS OF DIRECTION TO PROCEED FROM THE OWNER. EACH LUMINAIRE SUBSTITUTION REQUEST SHALL INDICATE THE ESTIMATED OR POTENTIAL SAVINGS TO THE OWNER FOR THAT LUMINAIRE FROM THE SPECIFIED DESIGN. AFTER 30 DAYS, THE PROFESSIONAL TIME TO CONSIDER ANY SUCH REQUEST SHALL BE PAID FOR BY THE CONTRACTOR. SUCH PAYMENT DOES NOT GUARANTEE APPROVAL. SUBMITTAL OF ANY SUBSTITUTION REQUEST OR VALUE ENGINEERING RECOMMENDATION SHALL NOT BE CONSTRUED AS APPROVAL IN ANY WAY. THE ARCHITECT AND LIGHTING DESIGNER RESERVE THE RIGHT TO REJECT ANY SUBSTITUTION OR VALUE ENGINEERING RECOMMENDATION WITHOUT EXPLANATION.

28. CONTRACTOR MAY BE REQUIRED TO PROVIDE TABLE TOP SAMPLES AND/OR A FAIR MOCKUP OF SPECIFIED FIXTURE AND PROPOSED ALTERNATE. THIS REQUIREMENT SHALL BE EXERCISED AT THE OPTION OF OWNER, ARCHITECT, OR LIGHTING DESIGNER. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED BY SUBSTITUTION REQUEST SAMPLE AND/OR MOCKUP PRODUCTION AND REVIEW INCLUDING PROFESSIONAL TIME AND TRAVEL EXPENSES.
29. THE EXPRESSION "...OR AS APPROVED" OR "...OR APPROVED EQUAL" OR "...OR EQUAL" MEANS THAT COMPETING PRODUCTS OF A SIMILAR NATURE ARE THOUGHT TO EXIST. THE CONTRACTOR IS ENCOURAGED TO PROPOSE SUBSTITUTION REQUESTS OF SUCH EQUIVALENT PRODUCTS AS LONG AS THE PRODUCT CONFORMS TO ALL PARTS OF THIS SPECIFICATION. WHERE THE ABOVE NOTED EXPRESSIONS ARE OMITTED OR EXPRESSION SUCH AS "NO SUBSTITUTIONS" APPEARS THE CONTRACTOR SHALL PROVIDE ONLY THE PRODUCT INDICATED.
30. SUBSTITUTIONS OR VALUE ENGINEERING RECOMMENDATIONS SHALL ACCOMMODATE THE IMPACT ON OTHER SPECIFIED SYSTEMS OR PRODUCTS, SUCH AS BALLASTS AND DIMMING SYSTEMS. THE LIGHTING SYSTEMS ARE DESIGNED AS COMPLETE AND IT IS THE CONTRACTOR'S RESPONSIBILITY FOR ANY IMPACTS OF ANY CHANGE RECOMMENDED. CONTRACTOR SHALL SUBMIT PRODUCTS, WHICH RESULT IN A FULLY FUNCTIONING LIGHTING SYSTEM WHICH OPERATES AS ORIGINALLY DESIGNED.
31. SUBSTITUTION REQUESTS AND VALUE ENGINEERING RECOMMENDATIONS SHALL BE DESCRIBED ON CSI STANDARD FORMS AND SHALL INCLUDE PRODUCT CUTSHEET. PRODUCTS SUBMITTED WITHOUT PROPER CSI FORMS SHALL NOT BE APPROVED.
32. WHEN REQUESTING A SUBSTITUTION, CONTRACTOR SHALL PROVIDE UNIT AND EXTENDED PRICING FOR SPECIFIED LIGHT FIXTURE, UNIT AND EXTENDED PRICING FOR PROPOSED ALTERNATE, AND UNIT AND EXTENDED DELTA SAVINGS TO OWNER TO BE REALIZED BY USING PROPOSED ALTERNATE. IF REQUESTED, CONTRACTOR SHALL PROVIDE UNIT PRICING FOR EACH FIXTURE TYPE SPECIFIED TO PROVIDE BASELINE COMPARISON FOR SUBSTITUTION REQUEST. CONTRACTOR SHALL GUARANTEE PRICING ON ALL FIXTURE TYPES FOR WHICH A SUBSTITUTION REQUEST HAS BEEN GRANTED. THIS PRICE GUARANTEE SHALL BE PER UNIT AND SHALL BE MAINTAINED THROUGH THE END OF CONSTRUCTION REGARDLESS OF QUANTITY PURCHASED.
33. EQUIPMENT DELIVERY LEAD-TIME SHALL NOT BE HELD AS A VALID REASON FOR REQUESTING FIXTURE SUBSTITUTION UNLESS FIXTURE LEAD-TIME FROM SPECIFIED MANUFACTURER IS IN EXCESS OF 14 WEEKS. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE NECESSARY EQUIPMENT LEAD TIMES, DELIVER SUBMITTALS FOR REVIEW IN A TIMELY FASHION, AND PLACE ORDERS ACCORDINGLY TO ENSURE TIMELY DELIVERY.
34. TWO (2) RESUBMITTALS SHALL BE ALLOWED PER PROJECT. AFTER TWO (2) RESUBMITTALS, THE PROFESSIONAL TIME TO CONSIDER ANY RESUBMITTALS SHALL BE PAID FOR BY THE CONTRACTOR. SUCH PAYMENT DOES NOT GUARANTEE APPROVAL. COSTS INCURRED TO THE PROJECT DUE TO PROBLEMS ARISING FROM MULTIPLE RESUBMITTALS ARE TO BE PAID FOR BY THE CONTRACTOR.
35. THE GENERAL CONTRACTOR, ELECTRICAL CONTRACTOR(S), AND LOW VOLTAGE CONTRACTOR(S) SHALL ASK QUESTIONS VIA TELEPHONE, EMAIL, OR WRITTEN CORRESPONDENCE PRIOR TO MAKING A GENERAL MESS OF THINGS. CONTRACTORS WHO FAIL TO ASK QUESTIONS SHALL BE FED TO THE RAVENOUS BUGBLATTER BEAST OF TRAAAL. BY SIGNING THIS NOTE, A CONTRACTOR SIGNIFIES THAT THEY READ IT AND ACCEPT THE TERMS, AND THEY SHALL RECEIVE A DONUT.

POWER DEVICES

SYMBOL	DESCRIPTION
	SIMPLEX RECEPTACLE - WALL, CEILING, ON ALT.
	DUPLEX RECEPTACLE - WALL, CEILING, ON ALT.
	DOUBLE DUPLEX RECEPTACLE - WALL, CLG, ON ALT.
	RECEPTACLE TYPE SHOWN -WALL -ABOVE COUNTER BACKSPLASH. SEE ARCHITECTURAL DRAWINGS.
"ON ALT."	SHADED RECEPTACLES NOTED "ON ALT." ABOVE ARE CONNECTED TO ALTERNATE POWER SOURCE (EMERG., STANDBY, UPS, ETC.) PER CIRCUITING INDICATED
	DUPLEX RECEPTACLE - WALL - HALF SWITCHED
	COMBINATION SWITCH/DUPLEX RECEPTACLE
	DUPLEX RECEPTACLE - WALL - WITH INTEGRAL GROUND FAULT CIRCUIT INTERRUPTER
	RECEPT. TYPE SHOWN W/ WEATHERPROOF COVER
	RECEPT. TYPE SHOWN AT SPECIAL HEIGHT
	CLOCK HANGER RECEPTACLE
	MOTORIZED SHADE
	FLUSH FLOOR BOX DEVICE - DEVICE TYPE PER SYMBOLS ABOVE
	PEDESTAL FLOOR DEVICE - DEVICE TYPE PER SYMBOLS ABOVE
	MULTI-SERVICE FLOOR BOX CAST IN CONC. OR IN RAISED FLOOR - SEE ARCH DWGS; WITH RECEPTACLES & SIGNAL OUTLETS AS NOTED.
	JUNCTION BOX PROVIDE BLANK COVER U.N.O.

LIGHTING

SYMBOL	DESCRIPTION
	RECESSED LENSED TROFFER (SIZE/SHAPE VARIES)
	RECESSED PARABOLIC TROFFER (SIZE/SHAPE VARIES)
	SURFACE LENSED LUMINAIRE (SIZE/SHAPE VARIES)
	SURFACE PARABOLIC TROFFER (SIZE/SHAPE VARIES)
	SHADING OF ANY LUMINAIRE INDICATES CONNECTION TO ALTERNATE POWER SOURCE (EMERGENCY, UPS, STANDBY, ETC.) PER CIRCUITING INDICATED
	SUSPENDED LINEAR PENDANT (SIZE/SHAPE VARIES)
	DECORATIVE PENDANT (SIZE, SHAPE VARIES)
	DOWNLIGHT OR POINT SOURCE - SURFACE, RECESSED CEILING MTD.
	DIRECTIONAL OR WALLWASH - SURFACE, RECESSED CEILING MTD.
	RECESSED BATH FAN OR FAN/LIGHT
	SURFACE OR PENDANT CEILING FAN - PROVIDE APPROPRIATE BRACED JUNCTION BOX
	TRACK LIGHTING WITH HEADS AS INDICATED.
	FLUORESCENT STRIPLIGHT
	FLUORESCENT INDUSTRIAL WITH REFLECTOR
	WALL SCONCE, ADA APPROVED WALL SCONCE "FOOT" INDICATES WALL MOUNTED LUMINAIRE
	WALL PACK
	WALL MOUNTED LINEAR OR UNDERCABINET (SIZES VARY)
	RECESSED STEPLIGHT
	BATTERY POWER EMERGENCY UNIT EQUIPMENT (SEE LUMINAIRE SCHEDULE FOR QUANTITY OF HEADS) - WALL, CEILING MOUNTED.
	ILLUMINATED EXIT SIGN, SHADED QUADRANT INDICATES FACES, ARROWS AS SHOWN
	FLOOR OR GRADE MOUNTED BOLLARD
	FLUSH GRADE POINT SOURCE
	POLE MOUNTED LUMINAIRE - SINGLE OR DUAL HEAD
	POLE TOP MOUNTED LUMINAIRE
LUMINAIRE MARKING CONVENTIONS: LETTER DESIGNATION FOLLOWED BY SEQUENTIAL NUMBER	
F* = FLUORESCENT A* = INCANDESCENT H* = HID L* = LED D* = DECORATIVE (NUMBERED BY ROOM, I.E. D107) S* = SITE SPECIFIC X* = EXIT SIGN E* = EMERGENCY SPECIFIC	
RESIDENTIAL CIRCUITING: 107# = ARCHITECTURAL ROOM NUMBER ###1 = SEQUENTIAL CIRCUIT IN ROOM.	
COMMERCIAL CIRCUITING: 3(1-4) = CIRCUIT NUMBER/CONTROLLED BY LOW VOLTAGE CONTROL (ZONE INDICATED WITHIN PARENTHESIS). SEE LIGHTING CONTROL SCHEDULE.	

SWITCHING & CONTROLS

SYMBOL	DESCRIPTION
S_a	SINGLE POLE SWITCH (SUPERScript DENOTES SIMILARLY MARKED LUMINAIRES CONTROLLED TOGETHER. NO SUBSCRIPT INDICATES SWITCH TO CONTROL ALL LIGHTING WITHIN ROOM, U.O.N.).
S^2	TWO POLE SWITCH
S^3	THREE WAY SWITCH
S^4	FOUR WAY SWITCH
S^K	KEY OPERATED SWITCH
D	DIMMER SWITCH. NUMBER INDICATES WATTAGE RATING. IF NOT SHOWN THEN EQUAL TO LOAD.
S^P	SWITCH WITH PILOT LIGHT (PILOT IS "ON" WHEN SWITCH IS "ON").
S^{PL}	SWITCH WITH PILOT LIGHT (PILOT IS "ON" WHEN SWITCH IS "OFF").
S^{TS}	TIMER SWITCH
S^{XP}	EXPLOSION PROOF SWITCH
S^{WP}	WEATHERPROOF SWITCH
S^{FAN}	LINE VOLTAGE, VARIABLE SPEED FAN CONTROL LOCATE ADJACENT TO ADJACENT TO LIGHT SWITCHES.
$S_{\#}$	MULTI-BUTTON LIGHTING CONTROL SWITCH - INDIVIDUAL SWITCH CONFIGURATION.
PC	PHOTOCELL
TC	TIME CLOCK
OS	OCCUPANCY SENSOR - WALL MOUNTED
OS	360 DEGREE OCCUPANCY SENSOR - CEILING MTD.
OS	180 DEGREE OCCUPANCY SENSOR - CEILING MTD.
OS	CORRIDOR/AISLE OCCUPANCY SENSOR - CEILING MOUNTED
$S^{OS\#}$	OCCUPANCY SENSOR & SWITCH GANGED UNDER A COMMON COVER PLATE. OCCUPANCY SENSOR TO CONTROL ALL LIGHT FIXTURES IN ROOM WITH 1/2 LIGHT REDUCTION CONTROLLED BY SWITCH, DESIGNATED BY LETTER.
LCP #	LIGHTING CONTROL PANEL AND ASSOCIATED COMPONENTS. PROVIDE 120V OR 277V CONTROL POWER AS REQUIRED OR AS INDICATED.
T	REMOTE MOUNTED LINE TO LOW-VOLTAGE FUSED TRANSFORMER. CONCEAL FROM VIEW.

LIGHTING CRITERIA

1. IESNA HANDBOOK 9TH EDITION, 2000.
2. NATIONAL ELECTRIC CODE VERSION USED: 2009
3. IECC 2009
- 4.

LIGHTING SHEET INDEX

- EL0.0 LEGEND
 EL1.0 FIXTURE SCHEDULE, LIGHTING PLAN
 EL2.0 LIGHTING CALCULATIONS



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DATE	
BY	
REVISION	
NO.	

NEW CASTLE PARK & RIDE
 TOWN OF NEW CASTLE, CO
 LIGHTING LEGEND
 CONDITIONAL USE PERMIT

DATE:	2/12/14
JOB NO.	13014
SHEET	1 OF 3



441 county road 113
 Carbonade, CO 81623
 970-848-2427
 asen@seinc.com

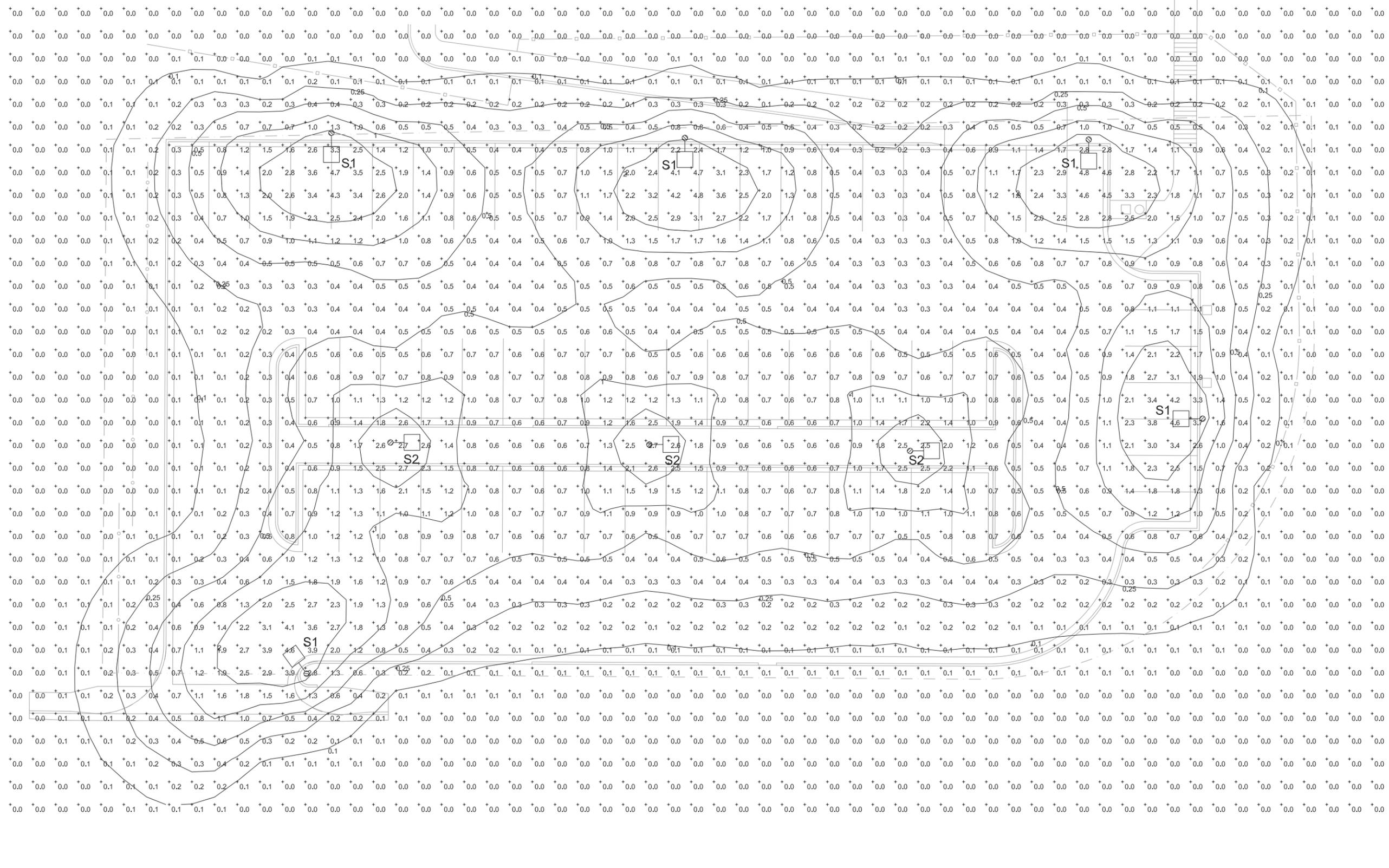
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NEW CASTLE PARK & RIDE
TOWN OF NEW CASTLE, CO
LIGHTING CALCULATIONS
 CONDITIONAL USE PERMIT

DATE:	2/4/14
JOB NO.	13014
SHEET	3 OF 3



1 LIGHTING CALCULATIONS
 SCALE: 1"=10'

UCM (LED) – Universe Medium Housing Scale

TYPE |

- MicroCore™ & MicroEmitter technologies
- Surge protection included
- 0-10v dimming ready
- IP65 construction
- DLC QPL Listed
- Powder coat finish in 13 standard colors with a polymer primer sealer



UCM (MicroCore)

1. LUMINAIRE UCM	2. LUMINOUS HOOD	3. OPTICS	4. COLOR	5. HOOD OPTIONS	6. OPTIONS	7. MOUNTING
---------------------	------------------	-----------	----------	-----------------	------------	-------------

1. LUMINAIRE

- UCM Universe medium

2. LUMINOUS / HOOD

NO LUMINOUS & HOOD

- ANGLED BELL FLARED STRAIGHT SKIRTED
 ANG BEL FLR STR SKB

LUMINOUS & HOOD

- | | | | |
|----------------------------------|---------------------------------|----------------------------------|----------------------------------|
| 4 LUMINOUS WINDOWS | SOLID RINGS | VERTICAL SLOTS | LUMINOUS RINGS |
| <input type="checkbox"/> WND-ANG | <input type="checkbox"/> SR-ANG | <input type="checkbox"/> VSL-ANG | <input type="checkbox"/> LUM-ANG |
| <input type="checkbox"/> WND-BEL | <input type="checkbox"/> SR-BEL | <input type="checkbox"/> VSL-BEL | <input type="checkbox"/> LUM-BEL |
| <input type="checkbox"/> WND-FLR | <input type="checkbox"/> SR-FLR | <input type="checkbox"/> VSL-FLR | <input type="checkbox"/> LUM-FLR |
| <input type="checkbox"/> WND-STR | <input type="checkbox"/> SR-STR | <input type="checkbox"/> VSL-STR | <input type="checkbox"/> LUM-STR |
| <input type="checkbox"/> WND-SKB | <input type="checkbox"/> SR-SKB | <input type="checkbox"/> VSL-SKB | <input type="checkbox"/> LUM-SKB |

3. OPTICS

MICROCORE LED (32 light emitting diode array, 75 watts. Class 2, 120 thru 277 volt. 3000K Warm White (3K), 4200K Neutral White (4K), 5100K Bright White (5K))

- | | |
|--|--|
| <input type="checkbox"/> T2-32LED-3K-700* (Type 2) | <input type="checkbox"/> T5-32LED-3K-700* (Type 5) |
| <input type="checkbox"/> T2-32LED-4K-700* (Type 2) | <input type="checkbox"/> T5-32LED-4K-700* (Type 5) |
| <input type="checkbox"/> T2-32LED-5K-700* (Type 2) | <input type="checkbox"/> T5-32LED-5K-700* (Type 5) |
| <input type="checkbox"/> T3-32LED-3K-700* (Type 3) | <input type="checkbox"/> TL-32LED-3K-700 (45° left) |
| <input type="checkbox"/> T3-32LED-4K-700* (Type 3) | <input type="checkbox"/> TL-32LED-4K-700 (45° left) |
| <input type="checkbox"/> T3-32LED-5K-700* (Type 3) | <input type="checkbox"/> TL-32LED-5K-700 (45° left) |
| <input type="checkbox"/> T4-32LED-3K-700* (Type 4) | <input type="checkbox"/> TR-32LED-3K-700 (45° right) |
| <input type="checkbox"/> T4-32LED-4K-700* (Type 4) | <input type="checkbox"/> TR-32LED-4K-700 (45° right) |
| <input type="checkbox"/> T4-32LED-5K-700* (Type 4) | <input type="checkbox"/> TR-32LED-5K-700 (45° right) |

* DesignLights Consortium® Qualified



MICRO EMITTER LED (60 light emitting diode array, 65 watts. Class 1, 120 thru 277 volt. 3000K Warm White (WW), 4200K Neutral White (NW), 5100K Bright White (BW), 350mA (drive current))

- | | |
|--|--|
| <input type="checkbox"/> T2-60LED-WW (Type 2) | <input type="checkbox"/> T4-60LED-WW (Type 4) |
| <input type="checkbox"/> T2-60LED-NW (Type 2) | <input type="checkbox"/> T4-60LED-NW (Type 4) |
| <input type="checkbox"/> T2-60LED-BW (Type 2) | <input type="checkbox"/> T4-60LED-BW (Type 4) |
| <input type="checkbox"/> T3-60LED-WW (Type 3) | <input type="checkbox"/> T5-60LED-WW (Type 5) |
| <input type="checkbox"/> T3-60LED-NW (Type 3) | <input type="checkbox"/> T5-60LED-NW (Type 5) |
| <input type="checkbox"/> T3-60LED-BW* (Type 3) | <input type="checkbox"/> T5-60LED-BW* (Type 5) |

* DesignLights Consortium® Qualified



4. COLOR (MicroCore only)

- | | |
|---|---|
| <input type="checkbox"/> AWT (Arctic White) | <input type="checkbox"/> CRT (Corten) |
| <input type="checkbox"/> BLK (Black) | <input type="checkbox"/> MAL (Matte Aluminum) |
| <input type="checkbox"/> MTB (Matte Black) | <input type="checkbox"/> MDG (Medium Grey) |
| <input type="checkbox"/> DGN (Dark Green) | <input type="checkbox"/> ATG (Antique Green) |
| <input type="checkbox"/> DBZ (Dark Bronze) | <input type="checkbox"/> LGY (Light Grey) |
| <input type="checkbox"/> WRZ (Weathered Bronze) | <input type="checkbox"/> RAL/PREMIUM COLOR (Provide RAL) |
| <input type="checkbox"/> BRM (Metallic Bronze) | <input type="checkbox"/> CUSTOM COLOR (Provide color chip for matching) |
| <input type="checkbox"/> VBL (Verde Blue) | |

5. OPTIONS - HOOD (The natural copper and stainless steel hoods are unfinished to develop a patina over time. All painted hoods have the underside of the hoods finished in high reflectance white.)
 COP (Copper) STS (Stainless steel)

6. OPTIONS

- FTG (Clear flat glass lens)
 SAG (Clear sag glass lens. MicroCore only)
 HSS (House side shield. MicroCore only)
 RCK (Rock guard painted black)
 SLC (Luminous element remains unlit during normal operation)
 FLD (Lightly diffused finish on flat glass lens)
 WIH (Integral HBA wiHUBB IFM transceiver and antenna. MicroCore only)

7. MOUNTING – Must choose one

WALL MOUNT

- | | | | |
|---------------------------------|--------------------------------|--------------------------------|--------------------------------|
| <input type="checkbox"/> WMA4 | <input type="checkbox"/> WMA5 | <input type="checkbox"/> WMA6 | <input type="checkbox"/> WMA8 |
| <input type="checkbox"/> WMA9D | <input type="checkbox"/> WMA10 | <input type="checkbox"/> WMA11 | <input type="checkbox"/> WMA12 |
| <input type="checkbox"/> WMA16 | <input type="checkbox"/> WMA17 | <input type="checkbox"/> WMA18 | <input type="checkbox"/> WMA20 |
| <input type="checkbox"/> WMA22D | <input type="checkbox"/> WMA24 | <input type="checkbox"/> WMA37 | <input type="checkbox"/> WMA38 |
| <input type="checkbox"/> WMA39 | | | |

POLE MOUNT

- | | | | |
|-----------------------------------|-----------------------------------|-------------------------------------|-------------------------------------|
| <input type="checkbox"/> SLA2 | <input type="checkbox"/> SLA3 | <input type="checkbox"/> SLA4 | <input type="checkbox"/> SLA4-2 |
| <input type="checkbox"/> SLA7 | <input type="checkbox"/> SLA7-2 | <input type="checkbox"/> SLA7(5) | <input type="checkbox"/> SLA7(5)-2 |
| <input type="checkbox"/> SLA8D | <input type="checkbox"/> SLA9 | <input type="checkbox"/> SLA9-2 | <input type="checkbox"/> SLA10 |
| <input type="checkbox"/> SLA10-2 | <input type="checkbox"/> SLA16 | <input type="checkbox"/> SLA16-2 | <input type="checkbox"/> SLA17 |
| <input type="checkbox"/> SLA17-2 | <input type="checkbox"/> SLA17(5) | <input type="checkbox"/> SLA17(5)-2 | <input type="checkbox"/> SLA18 |
| <input type="checkbox"/> SLA18-2 | <input type="checkbox"/> SLA20 | <input type="checkbox"/> SLA20-2 | <input type="checkbox"/> SLA20A |
| <input type="checkbox"/> SLA20A-2 | <input type="checkbox"/> SLA20B | <input type="checkbox"/> SLA20B-2 | <input type="checkbox"/> SLA20C |
| <input type="checkbox"/> SLA20C-2 | <input type="checkbox"/> SLA20D | <input type="checkbox"/> SLA20D-2 | <input type="checkbox"/> SLA22D |
| <input type="checkbox"/> SLA24 | <input type="checkbox"/> SLA24-2 | <input type="checkbox"/> SLA24(5) | <input type="checkbox"/> SLA24(5)-2 |
| <input type="checkbox"/> TRA4 | <input type="checkbox"/> TRA7 | <input type="checkbox"/> TRA7-2 | <input type="checkbox"/> TRA8 |
| <input type="checkbox"/> TRA8-2 | <input type="checkbox"/> TRA9 | <input type="checkbox"/> TRA9-2 | |

Visit www.aal.net for Arms, Poles & Accessories Specification Guide

SPECIFICATIONS

HOUSING

The driver compartment shall be one-piece die cast aluminum. The luminous rings shall be clear acrylic with an internal lens. The hood and spacers shall be heavy gauge spun aluminum with hemmed edges for added rigidity. All internal and external hardware shall be stainless steel. The bottom of the luminaire shall consist of die cast aluminum door frame and ring assembly. The hood ring assembly shall be fully sealed with a molded silicone gasket. The door frame shall be hinged to the ring and opened with two captive fasteners for service access.

OPTICAL

All optical systems shall provide IES Types II, III, IV, V, Custom, 45° Left & 45° Right distributions. Standard color temperatures shall be 3000K, 4200K and 5100K. See <http://www.aal.net> for comprehensive photometric data.

Luminaires featuring MicroCore light engines shall be composed of a distributed optical array of modules assembled together. Each module shall position the LEDs in a canted orientation allowing the diode's natural maximum output to begin at a high peak angle. An optically clear injection molded lens shall be coupled to every diode and LEDs shall be mounted to an anodized aluminum die-cast heat sink. A one piece injection molded silicone gasket shall seal each module for protection from the environment. An optional house side shield shall be integral to each module. Luminaires featuring MicroCore light engines are provided standard without a glass lens.

Luminaires configured with MicroEmitter shall feature precision injection molded, high specular reflectors positioned to achieve directional control towards the task. Secondary reflectors with a specular finish are used to redirect light downward. No fasteners are placed on the reflective surface. The entire assembly fastens to the housing as a one-piece module and features wiring quick-connects for easy installation. MicroEmitters shall be field replaceable. Luminaires configured with MicroEmitter shall be provided with a tempered glass lens sealed with an extruded silicone gasket held by stainless steel fasteners.

ELECTRICAL

All Luminaires shall accept 120 thru 277 volt input with integral surge protection. LifeShield™ shall be provided with all configurations for added protection in extreme temperature environments (-30°C to 60°C). The electrical assembly shall be mounted to a serviceable tray mounted within the driver compartment. The surge protector shall be U.L. recognized and have a surge current rating of 10,000

See next page

TYPE	_____
JOB	_____
NOTES	_____

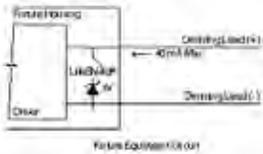


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UCM (LED) – Universe Medium Housing Scale

TYPE |

Amps using the industry standard 8/20uSec wave with a clamping voltage of 320V and surge rating of 372J. The surge protector case shall be a high-temperature, flame resistant plastic enclosure. Driver has a 0-10v dimming interface with a dimming range of 10-100%. Approved dimmers include Lutron Diva AVTV, Lutron Nova NFTV and NTFTV. (Note: not compatible with current sourcing dimmers). Consult factory for compatible dimming systems.



MOUNTING

The fixture shall be attached to the arm assembly with three stainless steel bolts. The connection shall be sealed with a silicone compression gasket.

FINISH

Fixture finish consists of a five stage pretreatment regimen with a polymer primer sealer, oven dry off, and top coated with a thermoset super TGIC polyester powder coat finish. The finish shall meet the AAMA 605.2 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance.

CERTIFICATION

Listed with ETL for outdoor, wet location use. Conforms to UL1598 and Canadian CSA Std. C22.2 no.250 standard. Universe Luminaire housings shall be constructed to IP65 standards. MicroCore Optical arrays shall be constructed to IP66 standards.

WARRANTY

Housing, LEDs driver and LifeShield™ shall be warranted for five years. Any unauthorized return, repair, replacement or modification of the product(s) shall void this warranty. This warranty applies only to the use of the Product(s) as intended by AAL and does not cover poles, arms, mounting, or any misapplication or misuse of said Product(s), or installation in hazardous or corrosive environments. *Contact AAL for complete warranty language, exceptions, and limitations.

AAL reserves the right to change product specifications without notice.

WEIGHT & EPA

HOOD	LED		GLASS REFRACTOR		HORIZONTAL REFLECTOR		OPAL LENS	
	WT (lbs)	EPA	WT	EPA	WT (lbs)	EPA	WT (lbs)	EPA
No luminous								
ANG	28.55	.60	22.30	.59	28.55	.60	19.40	.62
BEL	32.00	.73	24.25	.71	32.00	.73	21.35	.73
FLR	28.85	.53	22.60	.54	28.85	.53	19.70	.57
STR	31.75	.59	24.00	.60	31.75	.59	21.10	.63
SKB	32.10	.90	24.35	.90	32.10	.90	21.45	.90
4 Lum Window								
WND-ANG	30.70	.72	24.45	.72	30.70	.72	21.55	.75
WND-BEL	34.15	.85	26.40	.83	34.15	.85	23.50	.86
WND-FLR	31.00	.65	24.75	.66	31.00	.65	21.85	.70
WND-STR	33.90	.71	26.15	.72	33.90	.71	23.25	.76
WND-SKB	34.25	1.03	26.50	1.03	34.25	1.03	23.60	1.03
Solid Rings								
SR-ANG	33.70	.74	27.45	.74	33.70	.74	30.00	.77
SR-BEL	37.15	.87	29.40	.85	37.15	.87	30.00	.88
SR-FLR	34.00	.67	27.75	.68	34.00	.67	30.00	.72
SR-STR	36.90	.73	29.15	.74	36.90	.73	30.00	.78
SR-SKB	37.25	1.05	29.50	1.05	37.25	1.05	34.00	1.05
Vertical Slots								
VSL-ANG	31.45	.72	25.20	.72	31.45	.72	30.00	.75
VSL-BEL	34.90	.85	27.15	.83	34.90	.85	30.00	.86
VSL-FLR	31.75	.65	25.50	.66	31.75	.65	30.00	.70
VSL-STR	34.65	.71	26.90	.72	34.65	.71	30.00	.76
VSL-SKB	35.00	1.03	27.25	1.03	35.00	1.03	34.00	1.03
Lum Rings								
LUM-ANG	32.85	.74	26.60	.74	32.85	.74	30.00	.77
LUM-BEL	34.15	.85	28.55	.85	34.15	.85	30.00	.88
LUM-FLR	33.15	.67	24.75	.66	33.15	.67	30.00	.72
LUM-STR	36.05	.73	28.30	.74	36.05	.73	30.00	.78
LUM-SKB	36.40	1.05	28.65	1.05	36.40	1.05	34.00	1.05

DIMENSIONS

The first dimension is the height of fixtures with LEDs or horizontal reflectors. The second is for the opal lens and the third is the glass refractor fixture.

HOOD	NO LUMINOUS	4 LUMINOUS WINDOW (WIN)	SOLID RINGS (SR)	VERTICAL SLOTS (VSL)	LUMINOUS RINGS (LUM)
ANG DIA: 20"/508mm	 14.7"/373mm 18"/457mm 16.7"/424mm	 20.5"/520mm 22.2"/563mm 20.8"/528mm	 20.7"/526mm 22.5"/572mm 21.1"/536mm	 20.5"/521mm 22.2"/564mm 20.8"/528mm	 20.6"/523mm 22.4"/569mm 21"/533mm
BEL DIA: 24"/610mm	 15.8"/401mm 18"/457mm 16.7"/424mm	 21.4"/543mm 22.2"/563mm 20.8"/528mm	 21.6"/549mm 22.5"/572mm 21.1"/536mm	 21.4"/543mm 22.2"/564mm 20.8"/528mm	 21.5"/546mm 22.4"/569mm 21"/533mm
FLR DIA: 22"/559mm	 14.5"/368mm 18.1"/435mm 16.8"/427mm	 19.8"/503mm 22.3"/566mm 21"/533mm	 20.1"/510mm 22.6"/574mm 21.2"/538mm	 19.8"/503mm 22.3"/566mm 21"/533mm	 20"/508mm 22.5"/574mm 21.1"/536mm
STR DIA: 24"/610mm	 14"/355mm 18.1"/435mm 16.7"/424mm	 19.8"/503mm 22.3"/566mm 20.9"/531mm	 20"/508mm 22.5"/574mm 21.2"/538mm	 19.8"/503mm 22.3"/566mm 20.9"/531mm	 19.9"/505mm 22.5"/574mm 21.1"/536mm
SKB DIA: 24"/610mm	 19.7"/500mm 19.7"/500mm 19.7"/500mm	 23.9"/607mm 23.9"/607mm 23.9"/607mm	 24.2"/615mm 24.2"/615mm 24.2"/615mm	 23.9"/607mm 23.9"/607mm 23.9"/607mm	 24.1"/612mm 24.1"/612mm 24.1"/612mm

UCM-T5-32LED-5K-700 WATTAGE: 74.9 LUMEN OUTPUT: 6,721 EFFICACY: 90.0 Lm/W

B3 U0 G1

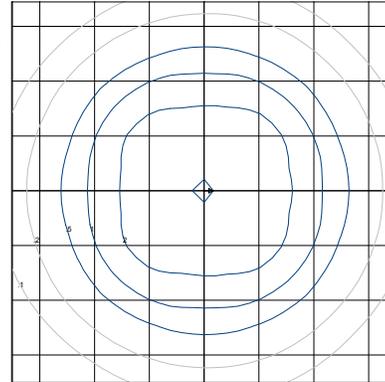
FORWARD LIGHT		LUMEN
FL	30°	3.0%
FM	60°	24.5%
FH	80°	22.0%
FVH	90°	1.0%

BACK LIGHT

BL	30°	2.9%
BM	60°	24.2%
BH	80°	21.4%
BVH	90°	1.0%

UPLIGHT

UL	100°	0%
UH	180°	0%



UPLIGHT 0%
DOWNLIGHT 100%

12' MOUNTING HEIGHT

UCM-T3-32LED-5K-700 WATTAGE: 74.9 LUMEN OUTPUT: 6619 EFFICACY: 88 Lm/W

B2 U0 G2

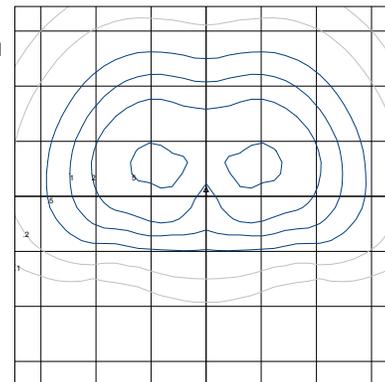
FORWARD LIGHT		LUMEN
FL	30°	3.6%
FM	60°	38.6%
FH	80°	34.5%
FVH	90°	1.2%

BACK LIGHT

BL	30°	2.3%
BM	60°	10.9%
BH	80°	8.3%
BVH	90°	0.6%

UPLIGHT

UL	100°	0%
UH	180°	0%



UPLIGHT 0%
DOWNLIGHT 100%

12' MOUNTING HEIGHT

IES files can be found at www.aal.net



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Poles and fixture housing will be refurbished, and new LED lights will be installed. The lights are 14' above the ground.

Drainage Report

for

New Castle
Park & Ride

Prepared for:

Roaring Fork Transit Authority
0051 Service Center Drive
Aspen, CO 81611

Prepared by:

Sopris Engineering, LLC
502 Main Street Suite A3
Carbondale, Colorado 81623

SE Project Number: 13104

February 10, 2014



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I. Purpose of Drainage Study

The purpose of this Drainage Study is to:

- Evaluate the existing drainage conditions and estimate flow rates for onsite and offsite basins to determine allowable runoff release rates from the site
- Evaluate the drainage impacts of the proposed improvements along with peak runoff rates
- Ensure detention volumes are provided and the proposed dry well has adequate capacity such that runoff rates do not increase 25-Year peak existing runoff rates
- Ensure that ultimate stormwater infrastructure is adequately sized for the proposed improvements
- Provide Best Management Practice (BMP) recommendations to minimize sediment transport offsite

II. General Overview & Site Description

The existing property encompasses approximately 0.711 acres and is located at 774 Burning Mountain Avenue within the Town of New Castle, Colorado. The site is currently a vacant lot at the southwest corner of Burning Mountain Avenue and State Highway 6.

Site improvements include an asphalt parking area with center landscape island. The main entrance will be constructed at the southwest corner of the site off of Burning Mountain Avenue. A pedestrian walkway will also be provided along the north side of the property and will connect to the south sidewalk system along State Highway 6. Stormwater infrastructure improvements will include the installation of curb inlets, storm drains, landscaping swale and a 5-ft diameter dry well to be used for stormwater detention.

Existing ground cover consists of sparse vegetation and some remnant concrete slabs. Site topography slopes from the northwest to the southeast on varying slopes ranging between 3%-10%. Numerous earthen berms are also located throughout the site. The ultimate downstream receiving water is the Colorado River.

The soil composition of the surrounding area consists of mainly type 'C' soils as defined by the Natural Resources Conservation Service (NRCS) soil survey. Appendix A includes an NRCS Soils Map with descriptions of the soil types. The subject property also falls within Zone C on FEMA Flood Insurance Rate Map panel number 0802051015B with a revised date of January 3, 1986. FEMA designates Zone C as minimal risk areas outside the 0.2% (500 year storm) annual chance floodplain.

III. Existing Offsite Drainage Basins

The offsite drainage conditions were analyzed in order to understand the peak stormwater flow rates affecting the site and were based on survey topography. The resultant basins are described in greater detail below:

Offsite Basin 1 (OS-1) lies along the northwest corner of the subject property and encompasses approximately 1,672+/- square feet. The basin benches up towards State Hwy 6 at approximate grades of 3:1. The existing ground cover consists of native vegetation, bare ground and a small portion of existing sidewalk that runs along the south side of State Hwy 6. The runoff generated from this basin is conveyed onto the subject property via surface flow along the entire north boundary line. Upon the construction of the proposed

improvements this basin will be conveyed onto the proposed paved parking lot and intercepted by a proposed curb inlet located at the northwest side of the proposed entrance.

Offsite Basin 1 (OS-2) lies along the north side of the subject property and encompasses approximately 5,194+/- square feet. The basin benches up towards State Hwy 6 at approximate grades of 3:1. The existing ground cover consists of native vegetation, bare ground and a portion of the existing sidewalk that runs along the south side of State Hwy 6. The runoff generated from this basin is currently conveyed onto the subject property via surface flow along the entire north boundary line. Improvements within this basin include a pedestrian walkway and stair case that will connect the site to the existing sidewalk along the south side of State Hwy 6. Runoff will be directed to a series of curb cuts along the north side of the proposed curb island and will be transported to a proposed dry well via a drainage channel within the center curb island.

Offsite Basin 3 (OS-3) includes a small sliver of land that falls between the subject property and Burning Mountain Avenue's sidewalk. The area is approximately 1,047+/- square feet and grades range between 4:1 and 2:1. The existing ground cover consists of native vegetation and runoff is transported over the surface and directed onto the subject property along the east and south property lines.

The 25-year peak runoff rates for the offsite drainage basins were estimated using UD-Rational Spreadsheets and the results are summarized within Table 1 provided below. In addition, the attached drainage plan illustrates these delineated basins.

IV. Existing Onsite Drainage Basins

The entire site was studied as one drainage basin for the existing analysis and all existing impervious areas were neglected, ie the site was considered to be 100% pervious. In addition, a design point (DP-1) was identified at the southwest corner of the property. This design point was used to compare pre and post development peak runoff conditions so that a dry well could be sized to attenuate the 25-year storm event down to existing peak runoff rates.

The 25-year peak runoff rates for these existing onsite drainage basin was estimated using the UD-Rational Spreadsheet and the results are summarized within Table 1 provided below. In addition, a drainage plan illustrates these delineated basins.

V. Developed Offsite & Onsite Drainage Basins

The overall drainage mitigation approach includes intercepting stormwater runoff via curb inlets and curb cuts and conveying these intercepted flows to a 5-ft diameter drywell proposed within the landscaping area within the center parking island. This dry well will be the primary source of stormwater detention for all proposed improvements including the walkway and stair case proposed within OS-2. Below is a brief description of each of the post development drainage basins and their corresponding sub-basins:

OS-2 has been included in the post development drainage basin analysis due to the impervious improvements that are proposed within the area. These improvements include a concrete walkway and staircase that will connect the site to the existing sidewalk along the south side of State Hwy 6. Runoff from this basin will be directed onto the site and ultimately conveyed to the proposed dry well. The sizing of the proposed dry well accounted for the increase in peak runoff rates generated from this basin.

Post-1 includes the onsite area that will convey runoff to the proposed dry well. This basin was broken into three sub-basins as described below:

- Post Basin 1A (Post 1A) encompasses approximately 13,113+/- square feet and is located along the northern portion of the site. The area includes the center landscaping parking island and the northern portion of the parking lot. Runoff from this basin as well as OS-2 will be directed to the proposed dry well via a series of curb cuts along the north side of the proposed center parking island and swale within this area.
- Post Basin 1B (Post 1B) encompasses approximately 12,440+/- square feet and includes the southern portion of the parking lot and surrounding landscaping areas. Runoff from this basin as well as OS-3 will be conveyed to a proposed curb inlet located along the east side of the entrance. This curb inlet will be piped to the proposed dry well.
- Post Basin 1C (Post 1C) encompasses approximately 3,286+/- square feet and includes the western portion of the parking lot. Runoff from this basin as well as OS-1 will be directed to a curb inlet located along the west side of the entrance. This inlet will be connected to the eastern inlet and ultimately to the proposed dry well. The rim of this inlet is located below the eastern inlet and therefore will act as the overflow structure and direct flows that exceed the capacity of the proposed dry well towards DP-1.

Post-2 includes a small area of the parking lot that will not be conveyed to the proposed dry well. Runoff from this basin will follow existing drainage patterns towards DP-1.

Post-3 includes the remaining portion of the site and lies along the west property line.

The post development flows for the 25-yr storm event have been estimated and are summarized within Table 1 located in the following section of this report.

VI. Hydrologic & Hydraulic Analysis Methods & Assumptions

Onsite and offsite drainage areas were analyzed using the Rational Method (Equation 1) for the 25 year storm event since the cumulative total of tributary offsite basins and subject property being studied was less than 90 acres.

$$\text{Equation 1: } Q = C * I * A$$

Q = Runoff Flow Rate (cfs); C = Runoff Coefficient

I = Rainfall Intensity (in/hr); A = Area of Basin (acres)

The runoff coefficient (C) is a variable that represents the ratio of runoff to rainfall volumes during a storm event. The determination of C mainly depends on the soil type, watershed impervious and storm event frequency. Each drainage sub-basin was studied to determine the percent of impervious area. Undeveloped, historic and disturbed areas that will be re-seeded were assumed to be 0% impervious. Concrete and asphalt surfaces were assumed to be 100% impervious. The resultant impervious percentages were inputted into UD-Rational Spreadsheets to determine the corresponding 25-year runoff coefficients based on a Type C hydrologic soil classification. UD-Rational Spreadsheet was developed by Urban Drainage Flood Control District (UDFCD) to assist designers in estimating times of concentration and runoff coefficients and resultant

peak runoff rates. Copies of the UD-Rational Spreadsheets for each drainage basin are included within Appendix B of this report.

The design rainfall duration used in the Rational Method is referred to as the time of concentration. The time of concentration is the cumulative travel time, including overland flow and channelized flow, for runoff to get from the furthest point upstream of a basin to a designated design point. A minimum time of concentration of 5 minutes was used for all basins given the short travel distances. This results in a 4.97 in/hr intensity based on the Town of Silt's IDF curve. A summary of the estimated peak runoff rates analyzed for this project are summarized within Table 1.

Table 1: Peak Runoff Summary

25-YR PEAK EXISTING OFFSITE BASINS					
BASIN I.D.	C ₂₅	T _c (min)	I ₂₅ (in/hr)	AREA (acres)	Q ₂₅ (cfs)
OS 1	0.39	5	4.97	0.038	0.07
OS 2	0.38	5	4.97	0.119	0.23
OS-3	0.37	5	4.97	0.024	0.04
25-YR EXISTING ONSITE BASIN PEAK RUNOFF SUMMARY					
EX-1	0.37	5	4.97	0.711	1.31
ALLOWABLE PEAK DISCHARGE RATE					1.65
25-YR PEAK POST DEVELOPMENT PEAK RUNOFF SUMMARY					
BASIN I.D.	C ₂₅	T _c (min)	I ₂₅ (in/hr)	AREA (acres)	Q ₂₅ (cfs)
OS-2	0.44	5	4.97	0.119	0.26
POST-1A	0.72	5	4.97	0.301	1.08
POST-1B	0.68	5	4.97	0.286	0.97
POST-1C	0.94	5	4.97	0.075	0.35
POST-2	0.94	5	4.97	0.013	0.06
POST-3	0.37	5	4.97	0.036	0.07
POST DEVELOPMENT CUMULATIVE PEAK RUNOFF RATE					2.78

Supporting data can be found within Appendix B of this report.

Storm sewer pipe and swale capacities were determined using Manning's Equation (Equation 2).

$$\text{Equation 2: } Q = 1.49/n * R^{2/3} * A * S^{0.5}$$

*Q = Runoff Flow Rate (cfs); C = Manning's Roughness Coefficient
I = Hydraulic Radius (ft); A = Flow Area (sf), S = Channel Slope (ft/ft)*

The capacities of the proposed storm sewer pipes were based on a minimum pipe size of 12-inches, minimum longitudinal slope of 1% and a roughness coefficient of 0.013 (HDPE). Based on this criteria the capacity of a 12-inch storm drain running at 80% capacity is 3.48 cfs. This far exceeds the anticipated peak runoff rates generated from Post-1B and Post-1C. Supporting data has been provided within Appendix B.

The capacity of the proposed island swale was based on 3:1 side slopes, a minimum depth of 6-inches, an average longitudinal slope of 5% and a roughness coefficient of 0.035. The results indicate that the proposed

swale can accommodate flow rates of 2.7 cfs which is much greater than the cumulative flows anticipated from OS-2 and Post-1A which was estimated to be 1.34 cfs. Supporting data has been provided within Appendix B of this report.

VII. Detention Mitigation Analysis & Design

A dry well is proposed for detaining the post development flows to reduce peak runoff rates leaving the site to pre-development conditions. The Rational Method Detention Volume approach was used to estimate this required volume. Hydraflow Express Software was utilized to calculate these volumes and a receding limb factor of 2.67 was applied to lengthen the receding limb of the hydrograph. Precipitation data used within Hydraflow Express Software was taken from the IDF curve developed for the Town of Silt, Colorado and is provided within Appendix C of this report.

Based on the information summarized within Table 1 the peak runoff rate allowed to leave the site at DP-1 is 1.65 cfs. However, since post development basins Post-2 and Post-3 are released without being routed through the proposed dry well the allowable release rate for the dry well system was reduced to 1.52 cfs. The results indicate that a required minimum storage within the proposed dry well is 471 c.f.. A copy of the Hydraflow input/output data is provided within Appendix C of this report.

The available volume within the proposed dry well structure was based on 1H:1V cut slopes. In addition, a 1-ft buffer was assumed between the dry well exterior wall and bottom of trench. A 30% void ratio was used for estimating the available volume within all areas of gravel. Lastly, volumes within the 12-inch storm drains were neglected along with the available volume created within the landscape island and above the structure. The minimum design elements of the proposed dry well were determined to be:

Dry Well:

- Diameter = 5-ft
- Overall Depth = 11-ft (measured from rim of lowest incoming inlet)
- Min. Depth of Gravel within Excavation (outside dry well) = 8.5-ft
- Max. Depth of Gravel within Dry Well = 6-ft

The resultant available volume provided based on the above criteria was determined to be 487 c.f.. This volume will attenuate the cumulative post development peak runoff rates to the allowable 1.65 cfs. Hydraflow data and supporting dry well sizing calculations are provided within Appendix C of this report.

VIII. Sediment and Erosion Control

Current practice standards provide parameters for mitigation of drainage and soil erosion activities relative to site development. Because of the topographical challenges within the areas surrounding this property, appropriate best management practices (BMP's) shall be applied to this site. These BMP's are primarily grouped for two stages of the development, the construction phase and the post development phase, with the main emphasis on soil erosion and sediment transport controls.

Temporary Erosion Control during the construction phase for the proposed improvements there will be potential for soil erosion and offsite sediment transport triggered by surface runoff during rain events. The contractor must at a minimum install and maintain the following BMPs during the construction phase:

- ✓ An embedded silt fence around the disturbed soils and especially in the low receiving ends of the slopes.
- ✓ Prior to any clearing and grubbing, lot grading, and prior to any construction work, the contractor must construct temporary sediment basins in strategically located areas in order to collect runoff sediment and stop sediment from traveling offsite.
- ✓ The site must be inspected at the end of every 14-day period during construction, and silt deposits from behind the silt fencing and from the sediment pits must be removed regularly to ensure full functioning of this erosion control system. These activities must be logged in a logbook available at the site for inspection at all times.
- ✓ Vehicle tracking pads (mud racks) at the site entrance(s) must be installed to avoid mud tracking into public right of way.
- ✓ Seed & mulch must be placed over disturbed cut and fill slopes, and watered as necessary, to establish temporary vegetative ground cover until paving, gravel surface and/or landscaping is done.

A construction site can be a very dynamic area; because of this the final location and selection of construction BMPs will be left up to the contractor. All appropriate permitting must be acquired prior to commencing construction and the criteria outlined within all appropriate permits must be adhered to until the associated permits have been closed.

Permanent BMPs shall consist of a complete landscaping and ground covering task to permanently re-vegetate and cover bare grounds that will remain open space to avoid long-term soil erosion. This effort will reduce the risk of unnecessary degradation and failure of the drainage system. Temporary erosion control structures installed during construction shall be left in place as necessary and maintained until new vegetation has been reestablished at a 70% level. Upon reaching a satisfactory level of soil stabilization from the new vegetation, all erosion control structures shall be removed; with the exception of the proposed sediment/retention basins. These should remain in place until they become a conflict with future improvements.

IX. Conclusion

The results of this drainage study suggest that no long-term, adverse impacts to drainage is anticipated with the proposed improvements. Although onsite peak runoff rates will increase with the added impervious areas, the dry well will eliminate any increased stormwater leaving the site. In addition, the existing drainage patterns will be maintained. Best Management Practices (BMPs) have been identified and will be implemented during the construction of the improvements. In addition, permanent vegetated cover should be installed as soon as construction allows.

APPENDIX A

NRCS Soil Survey Report



United States
Department of
Agriculture



NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for Rifle Area, Colorado, Parts of Garfield and Mesa Counties



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<http://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil scientists classified and named the soils in the survey area, they compared the

Custom Soil Resource Report

individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

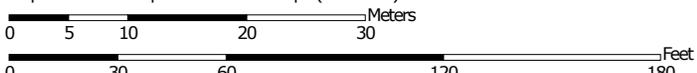
Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report Soil Map



Map Scale: 1:633 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 13N WGS84

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features

-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot

-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features

Water Features

 Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Rifle Area, Colorado, Parts of Garfield and Mesa Counties
 Survey Area Data: Version 7, Dec 23, 2013

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 7, 2011—Sep 3, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Rifle Area, Colorado, Parts of Garfield and Mesa Counties (CO683)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
30	Heldt clay loam, 6 to 12 percent slopes	1.1	100.0%
Totals for Area of Interest		1.1	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Custom Soil Resource Report

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Rifle Area, Colorado, Parts of Garfield and Mesa Counties

30—Heldt clay loam, 6 to 12 percent slopes

Map Unit Setting

Elevation: 5,000 to 6,000 feet

Map Unit Composition

Heldt and similar soils: 90 percent

Description of Heldt

Setting

Landform: Valley sides, alluvial fans

Down-slope shape: Convex, linear

Across-slope shape: Convex, linear

Parent material: Fine-textured alluvium derived from sandstone and shale

Properties and qualities

Slope: 6 to 12 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained

Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 10 percent

Gypsum, maximum content: 5 percent

Maximum salinity: Nonsaline (0.0 to 2.0 mmhos/cm)

Sodium adsorption ratio, maximum: 5.0

Available water capacity: High (about 10.2 inches)

Interpretive groups

Farmland classification: Farmland of statewide importance

Land capability classification (irrigated): 4e

Land capability (nonirrigated): 4e

Hydrologic Soil Group: C

Ecological site: Clayey Foothills (R048AY289CO)

Typical profile

0 to 8 inches: Clay loam

8 to 21 inches: Clay loam

21 to 60 inches: Clay

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APPENDIX B

UD-Rational Spreadsheets
Storm Sewer Capacity Calculations
Swale Capacity Calculations

CALCULATION OF A PEAK RUNOFF USING RATIONAL METHOD

Project Title: NEW CASTLE RFTA PARK & RIDE
 Catchment ID: EXISTING OS-1 25-YR

I. Catchment Hydrologic Data

Catchment ID = OS-1
 Area = 0.04 Acres
 Percent Imperviousness = 4.00 %
 NRCS Soil Type = C A, B, C, or D

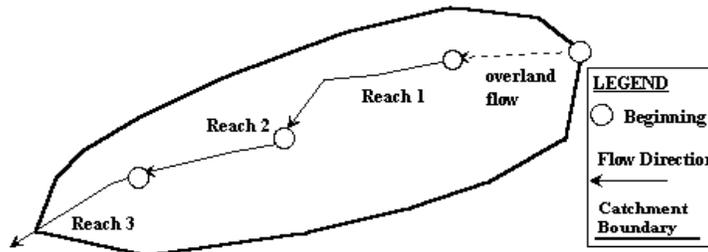
II. Rainfall Information $I \text{ (inch/hr)} = C1 * P1 / (C2 + Td)^{C3}$

Design Storm Return Period, T_r = 25 years (input return period for design storm)
 $C1$ = 31.45 (input the value of C1)
 $C2$ = 10.00 (input the value of C2)
 $C3$ = 0.787 (input the value of C3)
 $P1$ = 1.33 inches (input one-hr precipitation--see Sheet "Design Info")

III. Analysis of Flow Time (Time of Concentration) for a Catchment

Runoff Coefficient, C = 0.39
 Override Runoff Coefficient, C = (enter an override C value if desired, or leave blank to accept calculated C.)
 5-yr. Runoff Coefficient, $C-5$ = 0.18
 Override 5-yr. Runoff Coefficient, C = (enter an override C-5 value if desired, or leave blank to accept calculated C-5.)

Illustration



NRCS Land Type	Heavy Meadow	Tillage/Field	Short Pasture/Lawns	Nearly Bare Ground	Grassed Swales/Waterways	Paved Areas & Shallow Paved Swales (Sheet Flow)
Conveyance	2.5	5	7	10	15	20

Calculations:

Reach ID	Slope S ft/ft input	Length L ft input	5-yr Runoff Coeff C-5 output	NRCS Conveyance input	Flow Velocity V fps output	Flow Time T _f minutes output
Overland			0.18	N/A	0.00	0.00
1						
2						
3						
4						
5						
Sum		0				

Computed T_c = 0.00
 Regional T_c = 10.00
 User-Entered T_c = 5.00

IV. Peak Runoff Prediction

Rainfall Intensity at Computed T_c, I = inch/hr
 Peak Flowrate, Q_p = cfs
 Rainfall Intensity at Regional T_c, I = inch/hr
 Peak Flowrate, Q_p = cfs
 Rainfall Intensity at User-Defined T_c, I = 4.97 inch/hr
 Peak Flowrate, Q_p = 0.07 cfs

CALCULATION OF A PEAK RUNOFF USING RATIONAL METHOD

Project Title: **NEW CASTLE RFTA PARK & RIDE**
 Catchment ID: **EXISTING OS-2 25-YR**

I. Catchment Hydrologic Data

Catchment ID = **EX OS-2**
 Area = **0.12** Acres
 Percent Imperviousness = **3.00** %
 NRCS Soil Type = **C** A, B, C, or D

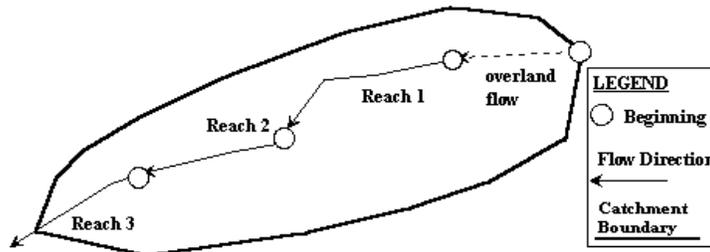
II. Rainfall Information $I \text{ (inch/hr)} = C1 * P1 / (C2 + Td)^{C3}$

Design Storm Return Period, T_r = **25** years (input return period for design storm)
 $C1$ = **31.45** (input the value of C1)
 $C2$ = **10.00** (input the value of C2)
 $C3$ = **0.787** (input the value of C3)
 $P1$ = **1.33** inches (input one-hr precipitation--see Sheet "Design Info")

III. Analysis of Flow Time (Time of Concentration) for a Catchment

Runoff Coefficient, C = **0.38**
 Override Runoff Coefficient, C = (enter an override C value if desired, or leave blank to accept calculated C.)
 5-yr. Runoff Coefficient, $C-5$ = **0.17**
 Override 5-yr. Runoff Coefficient, C = (enter an override C-5 value if desired, or leave blank to accept calculated C-5.)

Illustration



NRCS Land Type	Heavy Meadow	Tillage/Field	Short Pasture/Lawns	Nearly Bare Ground	Grassed Swales/Waterways	Paved Areas & Shallow Paved Swales (Sheet Flow)
Conveyance	2.5	5	7	10	15	20

Calculations:

Reach ID	Slope S ft/ft input	Length L ft input	5-yr	NRCS	Flow	Flow
			Runoff Coeff C-5 output			
Overland			0.17	N/A	0.00	0.00
1						
2						
3						
4						
5						
Sum		0				

Computed T_c = **0.00**
 Regional T_c = **10.00**
 User-Entered T_c = **5.00**

IV. Peak Runoff Prediction

Rainfall Intensity at Computed T_c, I = **4.97** inch/hr
 Rainfall Intensity at Regional T_c, I = **4.97** inch/hr
 Rainfall Intensity at User-Defined T_c, I = **4.97** inch/hr

Peak Flowrate, Q_p = **0.23** cfs
 Peak Flowrate, Q_p = **0.23** cfs
 Peak Flowrate, Q_p = **0.23** cfs

CALCULATION OF A PEAK RUNOFF USING RATIONAL METHOD

Project Title: NEW CASTLE RFTA PARK & RIDE
 Catchment ID: OS-3 25-YR

I. Catchment Hydrologic Data

Catchment ID = OS-3
 Area = 0.02 Acres
 Percent Imperviousness = 0.00 %
 NRCS Soil Type = C A, B, C, or D

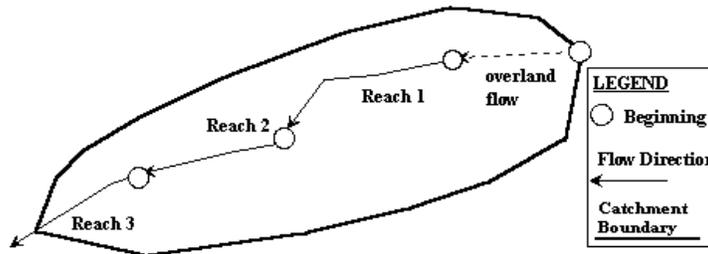
II. Rainfall Information $I \text{ (inch/hr)} = C1 * P1 / (C2 + Td)^{C3}$

Design Storm Return Period, T_r = 25 years (input return period for design storm)
 $C1$ = 31.45 (input the value of $C1$)
 $C2$ = 10.00 (input the value of $C2$)
 $C3$ = 0.787 (input the value of $C3$)
 $P1$ = 1.33 inches (input one-hr precipitation--see Sheet "Design Info")

III. Analysis of Flow Time (Time of Concentration) for a Catchment

Runoff Coefficient, C = 0.37
 Override Runoff Coefficient, C = (enter an override C value if desired, or leave blank to accept calculated C .)
 5-yr. Runoff Coefficient, $C-5$ = 0.15
 Override 5-yr. Runoff Coefficient, C = (enter an override $C-5$ value if desired, or leave blank to accept calculated $C-5$.)

Illustration



NRCS Land Type	Heavy Meadow	Tillage/Field	Short Pasture/Lawns	Nearly Bare Ground	Grassed Swales/Waterways	Paved Areas & Shallow Paved Swales (Sheet Flow)
Conveyance	2.5	5	7	10	15	20

Calculations:

Reach ID	Slope S ft/ft input	Length L ft input	5-yr	NRCS	Flow	Flow
			Runoff Coeff C-5 output			
Overland			0.15	N/A	0.00	0.00
1						
2						
3						
4						
5						
Sum		0				

Computed T_c = 0.00
 Regional T_c = 10.00
 User-Entered T_c = 5.00

IV. Peak Runoff Prediction

Rainfall Intensity at Computed T_c, I = inch/hr
 Peak Flowrate, Q_p = cfs
 Rainfall Intensity at Regional T_c, I = inch/hr
 Peak Flowrate, Q_p = cfs
 Rainfall Intensity at User-Defined T_c, I = 4.97 inch/hr
 Peak Flowrate, Q_p = 0.04 cfs

CALCULATION OF A PEAK RUNOFF USING RATIONAL METHOD

Project Title: NEW CASTLE RFTA PARK & RIDE
Catchment ID: EX-1 25-YR

I. Catchment Hydrologic Data

Catchment ID = EX-1
 Area = 0.71 Acres
 Percent Imperviousness = 0.00 %
 NRCS Soil Type = C A, B, C, or D

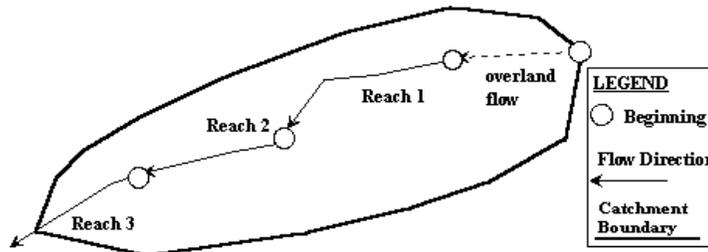
II. Rainfall Information $I \text{ (inch/hr)} = C1 * P1 / (C2 + Td)^{C3}$

Design Storm Return Period, T_r = 25 years (input return period for design storm)
 $C1$ = 31.45 (input the value of $C1$)
 $C2$ = 10.00 (input the value of $C2$)
 $C3$ = 0.787 (input the value of $C3$)
 $P1$ = 1.33 inches (input one-hr precipitation--see Sheet "Design Info")

III. Analysis of Flow Time (Time of Concentration) for a Catchment

Runoff Coefficient, C = 0.37
 Override Runoff Coefficient, C = (enter an override C value if desired, or leave blank to accept calculated C .)
 5-yr. Runoff Coefficient, $C-5$ = 0.15
 Override 5-yr. Runoff Coefficient, C = (enter an override $C-5$ value if desired, or leave blank to accept calculated $C-5$.)

Illustration



NRCS Land Type	Heavy Meadow	Tillage/Field	Short Pasture/Lawns	Nearly Bare Ground	Grassed Swales/Waterways	Paved Areas & Shallow Paved Swales (Sheet Flow)
Conveyance	2.5	5	7	10	15	20

Calculations:

Reach ID	Slope S ft/ft input	Length L ft input	5-yr	NRCS	Flow	Flow
			Runoff Coeff C-5 output			
Overland			0.15	N/A	0.00	0.00
1						
2						
3						
4						
5						
Sum		0				

Computed T_c = 0.00
 Regional T_c = 10.00
 User-Entered T_c = 5.00

IV. Peak Runoff Prediction

Rainfall Intensity at Computed T_c , I = 4.97 inch/hr
 Rainfall Intensity at Regional T_c , I = inch/hr
 Rainfall Intensity at User-Defined T_c , I = 4.97 inch/hr

Peak Flowrate, Q_p = 1.31 cfs
 Peak Flowrate, Q_p = cfs
 Peak Flowrate, Q_p = 1.31 cfs

CALCULATION OF A PEAK RUNOFF USING RATIONAL METHOD

Project Title: NEW CASTLE RFTA PARK & RIDE
Catchment ID: POST OS-2 25-YR

I. Catchment Hydrologic Data

Catchment ID = POST OS-2
 Area = 0.12 Acres
 Percent Imperviousness = 20.00 %
 NRCS Soil Type = C A, B, C, or D

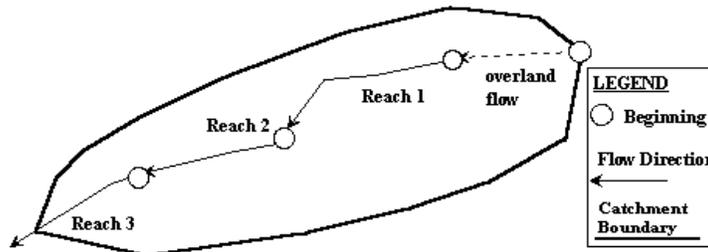
II. Rainfall Information $I \text{ (inch/hr)} = C1 * P1 / (C2 + Td)^{C3}$

Design Storm Return Period, T_r = 25 years (input return period for design storm)
 $C1$ = 31.45 (input the value of C1)
 $C2$ = 10.00 (input the value of C2)
 $C3$ = 0.787 (input the value of C3)
 $P1$ = 1.33 inches (input one-hr precipitation--see Sheet "Design Info")

III. Analysis of Flow Time (Time of Concentration) for a Catchment

Runoff Coefficient, C = 0.44
 Override Runoff Coefficient, C = (enter an override C value if desired, or leave blank to accept calculated C.)
 5-yr. Runoff Coefficient, $C-5$ = 0.26
 Override 5-yr. Runoff Coefficient, C = (enter an override C-5 value if desired, or leave blank to accept calculated C-5.)

Illustration



NRCS Land Type	Heavy Meadow	Tillage/Field	Short Pasture/Lawns	Nearly Bare Ground	Grassed Swales/Waterways	Paved Areas & Shallow Paved Swales (Sheet Flow)
Conveyance	2.5	5	7	10	15	20

Calculations:

Reach ID	Slope S ft/ft input	Length L ft input	5-yr	NRCS	Flow	Flow
			Runoff Coeff C-5 output			
Overland			0.26	N/A	0.00	0.00
1						
2						
3						
4						
5						
Sum		0				

Computed T_c = 0.00
 Regional T_c = 10.00
 User-Entered T_c = 5.00

IV. Peak Runoff Prediction

Rainfall Intensity at Computed T_c, I = inch/hr
 Peak Flowrate, Q_p = cfs
 Rainfall Intensity at Regional T_c, I = inch/hr
 Peak Flowrate, Q_p = cfs
 Rainfall Intensity at User-Defined T_c, I = 4.97 inch/hr
 Peak Flowrate, Q_p = 0.26 cfs

CALCULATION OF A PEAK RUNOFF USING RATIONAL METHOD

Project Title: **NEW CASTLE RFTA PARK & RIDE**
 Catchment ID: **POST-1A 25-YR**

I. Catchment Hydrologic Data

Catchment ID = **POST-1A**
 Area = **0.30** Acres
 Percent Imperviousness = **82.00** %
 NRCS Soil Type = **C** A, B, C, or D

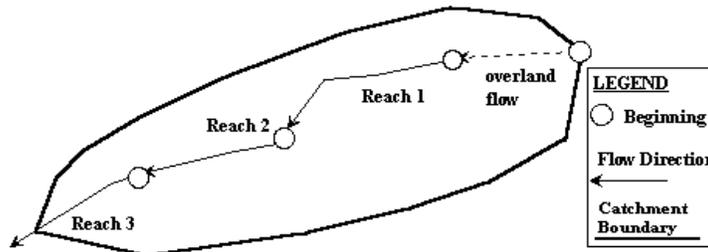
II. Rainfall Information $I \text{ (inch/hr)} = C1 * P1 / (C2 + Td)^{C3}$

Design Storm Return Period, T_r = **25** years (input return period for design storm)
 $C1$ = **31.45** (input the value of $C1$)
 $C2$ = **10.00** (input the value of $C2$)
 $C3$ = **0.787** (input the value of $C3$)
 $P1$ = **1.33** inches (input one-hr precipitation--see Sheet "Design Info")

III. Analysis of Flow Time (Time of Concentration) for a Catchment

Runoff Coefficient, C = **0.72**
 Override Runoff Coefficient, C = (enter an override C value if desired, or leave blank to accept calculated C .)
 5-yr. Runoff Coefficient, $C-5$ = **0.65**
 Override 5-yr. Runoff Coefficient, C = (enter an override $C-5$ value if desired, or leave blank to accept calculated $C-5$.)

Illustration



NRCS Land Type	Heavy Meadow	Tillage/Field	Short Pasture/Lawns	Nearly Bare Ground	Grassed Swales/Waterways	Paved Areas & Shallow Paved Swales (Sheet Flow)
Conveyance	2.5	5	7	10	15	20

Calculations:

Reach ID	Slope S ft/ft input	Length L ft input	5-yr Runoff Coeff		NRCS Conveyance input	Flow Velocity V		Flow Time Tf	
			C-5 output	input		fps output	minutes output		
Overland			0.65	N/A		0.00	0.00		
1									
2									
3									
4									
5									
Sum		0							

Computed T_c = **0.00**
 Regional T_c = **10.00**
 User-Entered T_c = **5.00**

IV. Peak Runoff Prediction

Rainfall Intensity at Computed T_c , I = **4.97** inch/hr
 Rainfall Intensity at Regional T_c , I = **1.08** inch/hr
 Rainfall Intensity at User-Defined T_c , I = **4.97** inch/hr

Peak Flowrate, Q_p = **1.08** cfs
 Peak Flowrate, Q_p = **1.08** cfs
 Peak Flowrate, Q_p = **1.08** cfs

CALCULATION OF A PEAK RUNOFF USING RATIONAL METHOD

Project Title: NEW CASTLE RFTA PARK & RIDE
Catchment ID: POST-1B 25-YR

I. Catchment Hydrologic Data

Catchment ID = POST-1B
 Area = 0.29 Acres
 Percent Imperviousness = 77.00 %
 NRCS Soil Type = C A, B, C, or D

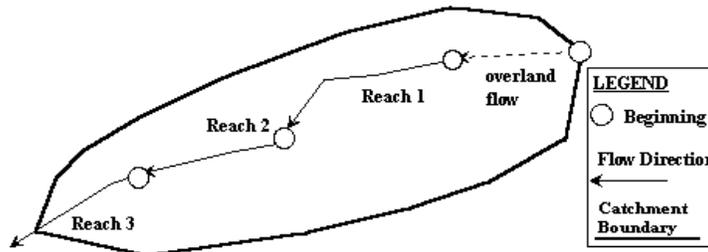
II. Rainfall Information $I \text{ (inch/hr)} = C1 * P1 / (C2 + Td)^{C3}$

Design Storm Return Period, $T_r = 25$ years (input return period for design storm)
 $C1 = 31.45$ (input the value of C1)
 $C2 = 10.00$ (input the value of C2)
 $C3 = 0.787$ (input the value of C3)
 $P1 = 1.33$ inches (input one-hr precipitation--see Sheet "Design Info")

III. Analysis of Flow Time (Time of Concentration) for a Catchment

Runoff Coefficient, $C = 0.68$
 Override Runoff Coefficient, $C =$ (enter an override C value if desired, or leave blank to accept calculated C.)
 5-yr. Runoff Coefficient, $C-5 = 0.59$
 Override 5-yr. Runoff Coefficient, $C =$ (enter an override C-5 value if desired, or leave blank to accept calculated C-5.)

Illustration



NRCS Land Type	Heavy Meadow	Tillage/Field	Short Pasture/Lawns	Nearly Bare Ground	Grassed Swales/Waterways	Paved Areas & Shallow Paved Swales (Sheet Flow)
Conveyance	2.5	5	7	10	15	20

Calculations:

Reach ID	Slope S ft/ft input	Length L ft input	5-yr Runoff Coeff C-5 output	NRCS Conveyance input	Flow Velocity V fps output	Flow Time T _f minutes output
Overland			0.59	N/A	0.00	0.00
1						
2						
3						
4						
5						
Sum		0				

Computed T_c = 0.00
 Regional T_c = 10.00
 User-Entered T_c = 5.00

IV. Peak Runoff Prediction

Rainfall Intensity at Computed T_c, $I =$ inch/hr
 Rainfall Intensity at Regional T_c, $I =$ inch/hr
 Rainfall Intensity at User-Defined T_c, $I = 4.97$ inch/hr

Peak Flowrate, $Q_p =$ cfs
 Peak Flowrate, $Q_p =$ cfs
 Peak Flowrate, $Q_p = 0.96$ cfs

CALCULATION OF A PEAK RUNOFF USING RATIONAL METHOD

Project Title: **NEW CASTLE RFTA PARK & RIDE**
 Catchment ID: **POST-1C 25-YR**

I. Catchment Hydrologic Data

Catchment ID = **POST-1C**
 Area = **0.08** Acres
 Percent Imperviousness = **100.00** %
 NRCS Soil Type = **C** A, B, C, or D

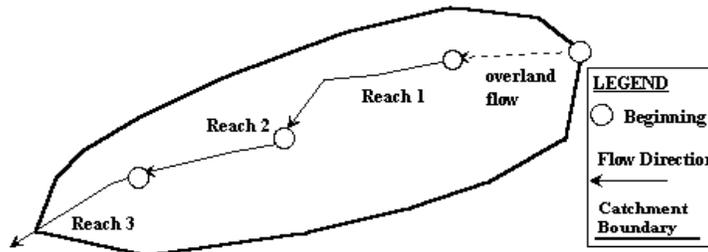
II. Rainfall Information $I \text{ (inch/hr)} = C1 * P1 / (C2 + Td)^{C3}$

Design Storm Return Period, T_r = **25** years (input return period for design storm)
 $C1$ = **31.45** (input the value of $C1$)
 $C2$ = **10.00** (input the value of $C2$)
 $C3$ = **0.787** (input the value of $C3$)
 $P1$ = **1.33** inches (input one-hr precipitation--see Sheet "Design Info")

III. Analysis of Flow Time (Time of Concentration) for a Catchment

Runoff Coefficient, C = **0.94**
 Override Runoff Coefficient, C = (enter an override C value if desired, or leave blank to accept calculated C .)
 5-yr. Runoff Coefficient, $C-5$ = **0.90**
 Override 5-yr. Runoff Coefficient, C = (enter an override $C-5$ value if desired, or leave blank to accept calculated $C-5$.)

Illustration



NRCS Land Type	Heavy Meadow	Tillage/Field	Short Pasture/Lawns	Nearly Bare Ground	Grassed Swales/Waterways	Paved Areas & Shallow Paved Swales (Sheet Flow)
Conveyance	2.5	5	7	10	15	20

Calculations:

Reach ID	Slope S ft/ft input	Length L ft input	5-yr Runoff Coeff C-5 output	NRCS Conveyance input	Flow Velocity V fps output	Flow Time T _f minutes output
Overland			0.90	N/A	0.00	0.00
1						
2						
3						
4						
5						
Sum		0				

Computed T_c = **0.00**
 Regional T_c = **10.00**
 User-Entered T_c = **5.00**

IV. Peak Runoff Prediction

Rainfall Intensity at Computed T_c , I = **4.97** inch/hr
 Rainfall Intensity at Regional T_c , I = **4.97** inch/hr
 Rainfall Intensity at User-Defined T_c , I = **4.97** inch/hr

Peak Flowrate, Q_p = **0.35** cfs
 Peak Flowrate, Q_p = **0.35** cfs
 Peak Flowrate, Q_p = **0.35** cfs

CALCULATION OF A PEAK RUNOFF USING RATIONAL METHOD

Project Title: NEW CASTLE PARK & RIDE
Catchment ID: POST-2 25 YEAR

I. Catchment Hydrologic Data

Catchment ID = POST-2
 Area = 0.01 Acres
 Percent Imperviousness = 100.00 %
 NRCS Soil Type = C A, B, C, or D

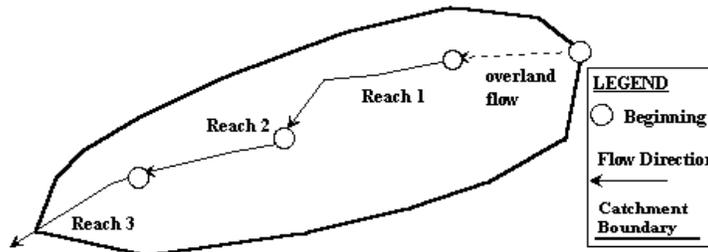
II. Rainfall Information $I \text{ (inch/hr)} = C1 * P1 / (C2 + Td)^{C3}$

Design Storm Return Period, T_r = 25 years (input return period for design storm)
 $C1$ = 31.45 (input the value of $C1$)
 $C2$ = 10.00 (input the value of $C2$)
 $C3$ = 0.787 (input the value of $C3$)
 $P1$ = 1.33 inches (input one-hr precipitation--see Sheet "Design Info")

III. Analysis of Flow Time (Time of Concentration) for a Catchment

Runoff Coefficient, C = 0.94
 Override Runoff Coefficient, C = (enter an override C value if desired, or leave blank to accept calculated C .)
 5-yr. Runoff Coefficient, $C-5$ = 0.90
 Override 5-yr. Runoff Coefficient, C = (enter an override $C-5$ value if desired, or leave blank to accept calculated $C-5$.)

Illustration



NRCS Land Type	Heavy Meadow	Tillage/Field	Short Pasture/Lawns	Nearly Bare Ground	Grassed Swales/Waterways	Paved Areas & Shallow Paved Swales (Sheet Flow)
Conveyance	2.5	5	7	10	15	20

Calculations:

Reach ID	Slope S ft/ft input	Length L ft input	5-yr	NRCS	Flow	Flow
			Runoff			
			Coeff	ance	V	Tf
			C-5	input	fps	minutes
			output	output	output	output
Overland			0.90	N/A	0.00	0.00
1						
2						
3						
4						
5						
Sum		0				

Computed T_c = 0.00
 Regional T_c = 10.00
 User-Entered T_c = 5.00

IV. Peak Runoff Prediction

Rainfall Intensity at Computed T_c , I = inch/hr
 Peak Flowrate, Q_p = cfs
 Rainfall Intensity at Regional T_c , I = inch/hr
 Peak Flowrate, Q_p = cfs
 Rainfall Intensity at User-Defined T_c , I = 4.97 inch/hr
 Peak Flowrate, Q_p = 0.06 cfs

CALCULATION OF A PEAK RUNOFF USING RATIONAL METHOD

Project Title: POST 3
 Catchment ID: 25-YR STORM EVENT

I. Catchment Hydrologic Data

Catchment ID = POST 3
 Area = 0.04 Acres
 Percent Imperviousness = 0.00 %
 NRCS Soil Type = C A, B, C, or D

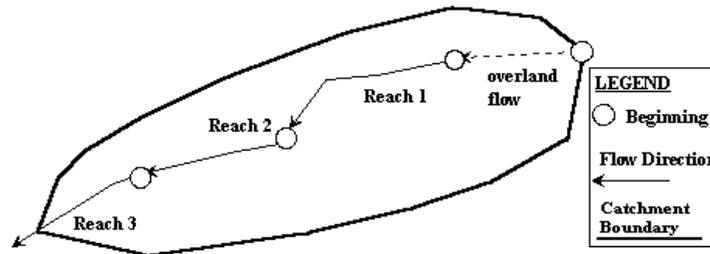
II. Rainfall Information $I \text{ (inch/hr)} = C1 * P1 / (C2 + Td)^{C3}$

Design Storm Return Period, T_r = 25 years (input return period for design storm)
 $C1$ = 31.45 (input the value of C1)
 $C2$ = 9.95 (input the value of C2)
 $C3$ = 0.788 (input the value of C3)
 $P1$ = 1.33 inches (input one-hr precipitation--see Sheet "Design Info")

III. Analysis of Flow Time (Time of Concentration) for a Catchment

Runoff Coefficient, C = 0.37
 Override Runoff Coefficient, C = (enter an override C value if desired, or leave blank to accept calculated C.)
 5-yr. Runoff Coefficient, $C-5$ = 0.15
 Override 5-yr. Runoff Coefficient, C = (enter an override C-5 value if desired, or leave blank to accept calculated C-5.)

Illustration



NRCS Land Type	Heavy Meadow	Tillage/Field	Short Pasture/Lawns	Nearly Bare Ground	Grassed Swales/Waterways	Paved Areas & Shallow Paved Swales (Sheet Flow)
Conveyance	2.5	5	7	10	15	20

Calculations:

Reach ID	Slope S ft/ft input	Length L ft input	5-yr	NRCS	Flow	Flow
			Runoff Coeff C-5 output	Conveyance input	Velocity V fps output	Time T _f minutes output
Overland			0.15	N/A	0.00	0.00
1						
2						
3						
4						
5						
Sum		0				

Computed T_c = 0.00
 Regional T_c = 10.00
 User-Entered T_c = 5.00

IV. Peak Runoff Prediction

Rainfall Intensity at Computed T_c, I = inch/hr
 Peak Flowrate, Q_p = cfs
 Rainfall Intensity at Regional T_c, I = inch/hr
 Peak Flowrate, Q_p = cfs
 Rainfall Intensity at User-Defined T_c, I = 4.97 inch/hr
 Peak Flowrate, Q_p = 0.07 cfs

Channel Report

CAPACITY OF 12-INCH HDPE @ 80% CAPACITY

Circular

Diameter (ft) = 1.00

Invert Elev (ft) = 1.00

Slope (%) = 1.00

N-Value = 0.013

Calculations

Compute by: Known Depth

Known Depth (ft) = 0.80

Highlighted

Depth (ft) = 0.80

Q (cfs) = 3.482

Area (sqft) = 0.67

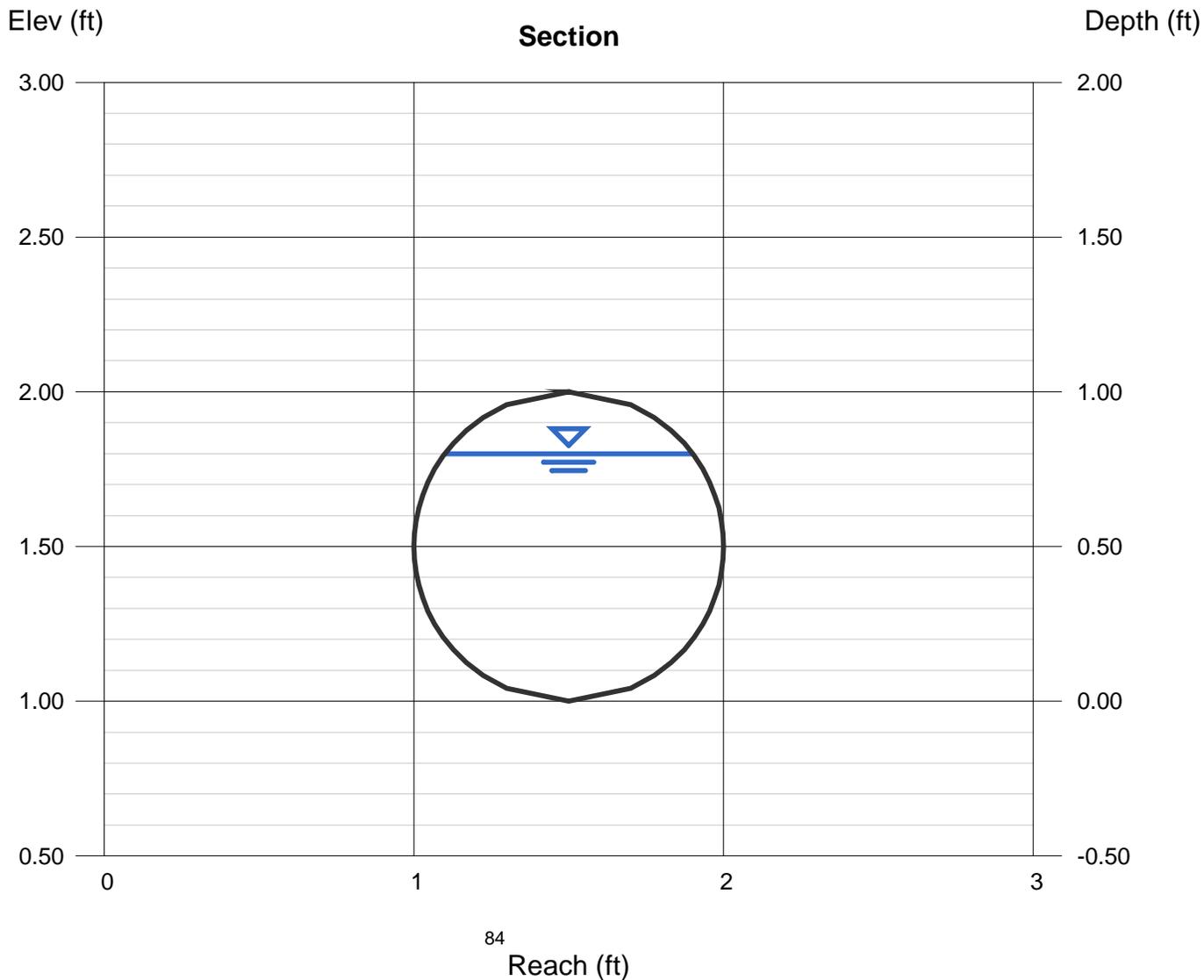
Velocity (ft/s) = 5.17

Wetted Perim (ft) = 2.22

Crit Depth, Yc (ft) = 0.80

Top Width (ft) = 0.80

EGL (ft) = 1.22



Channel Report

PARKING ISLAND SWALE

Triangular

Side Slopes (z:1) = 3.00, 3.00
Total Depth (ft) = 0.50

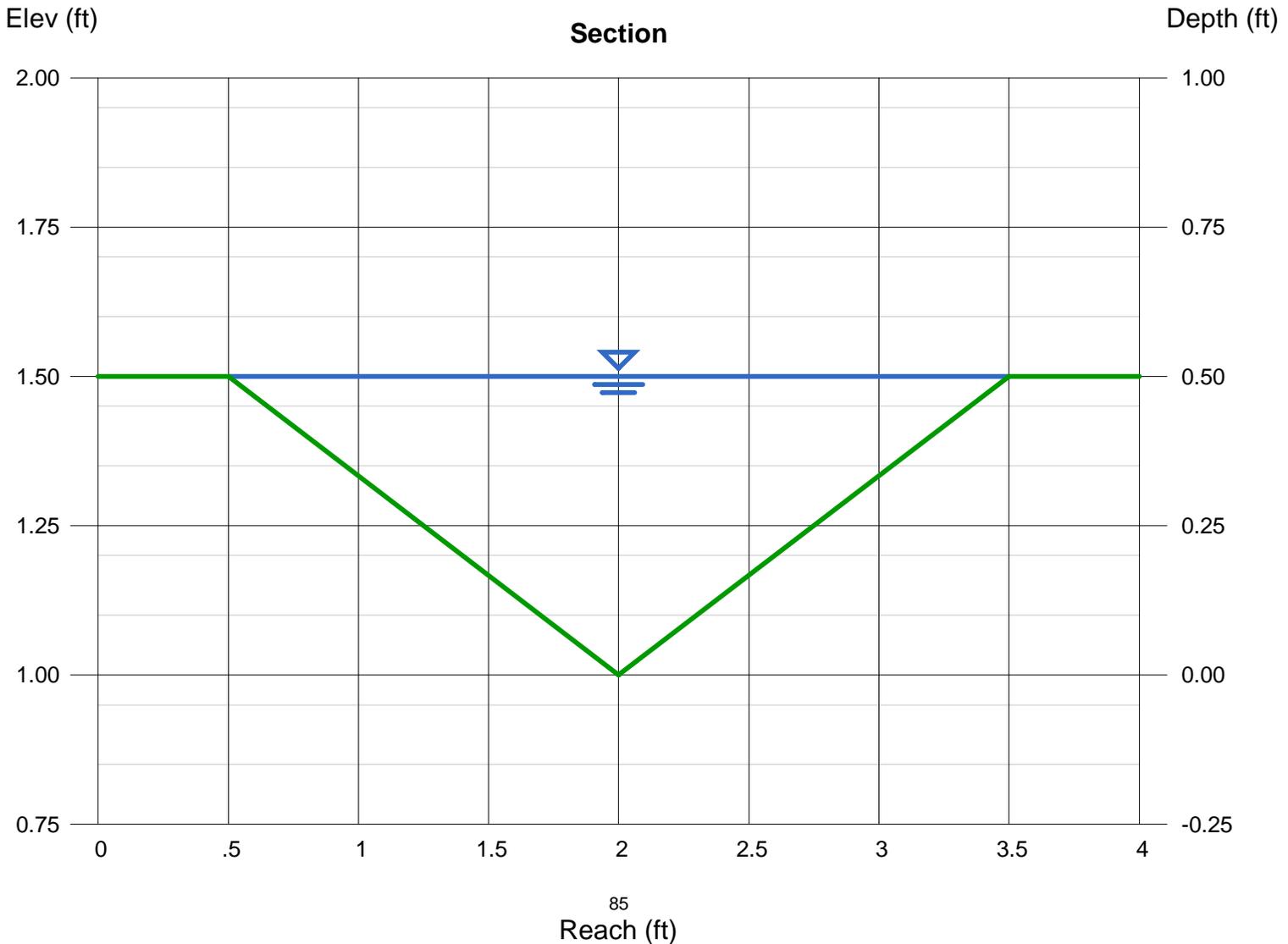
Invert Elev (ft) = 1.00
Slope (%) = 5.00
N-Value = 0.035

Calculations

Compute by: Known Q
Known Q (cfs) = 2.70

Highlighted

Depth (ft) = 0.50
Q (cfs) = 2.700
Area (sqft) = 0.75
Velocity (ft/s) = 3.60
Wetted Perim (ft) = 3.16
Crit Depth, Yc (ft) = 0.50
Top Width (ft) = 3.00
EGL (ft) = 0.70



APPENDIX C

Hydraflow Detention Output & Dry Well Volume Calculations

IDF CURVE

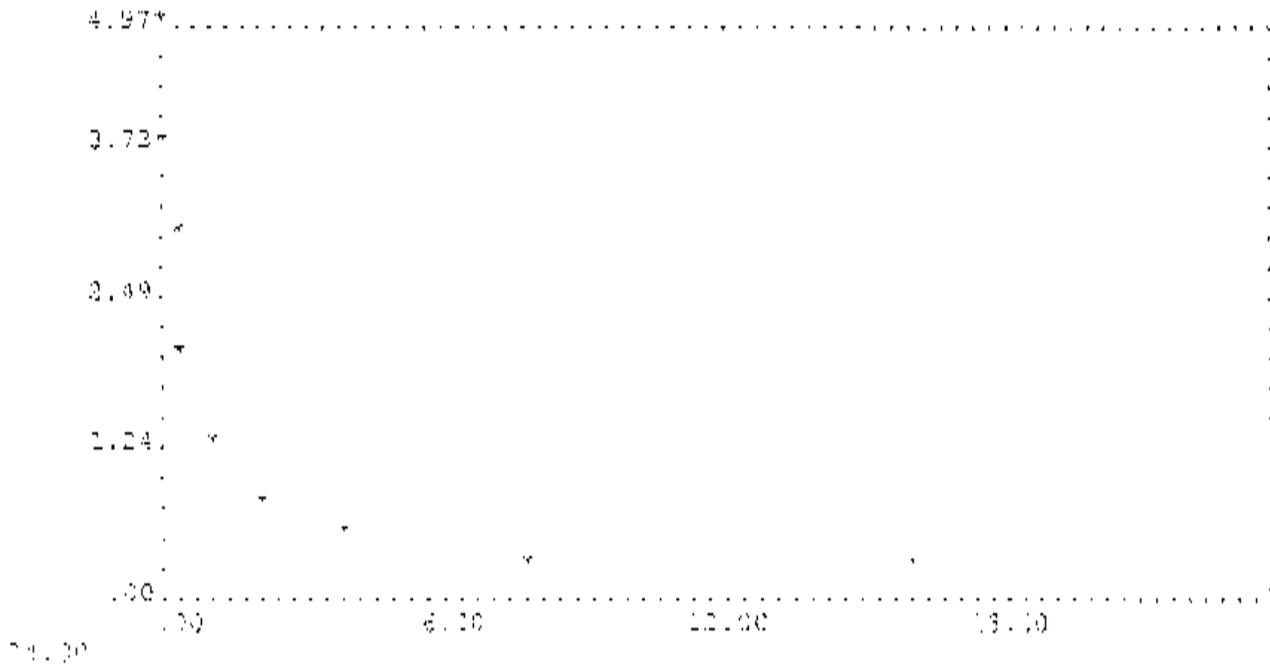
 IDF Curve for Various Return Periods

Intensity (in/h)

Duration	25 Yr	5 Yr	5 Yr	10 Yr	50 Yr	100 Yr
5 min	4.971	3.173	3.920	4.373	3.401	3.311
10 min	3.379	2.334	2.960	3.359	4.253	4.532
15 min	3.120	1.751	2.299	2.850	3.473	3.815
30 min	2.128	1.108	1.508	1.762	2.522	2.667
60 min	1.331	.656	.915	1.050	1.517	1.702
100 min	.859	.423	.591	.703	.979	1.098
4 h	.502	.247	.345	.411	.572	.641
6 h	.374	.135	.188	.224	.322	.350
15 h	.243	.071	.099	.117	.164	.183
24 h	.097	.046	.067	.080	.111	.124

SITE COLORADO

Intensity Curve for 25 Year Return Period
 Rainfall Intensity (in/h) versus Duration (h)



Hydrology Report

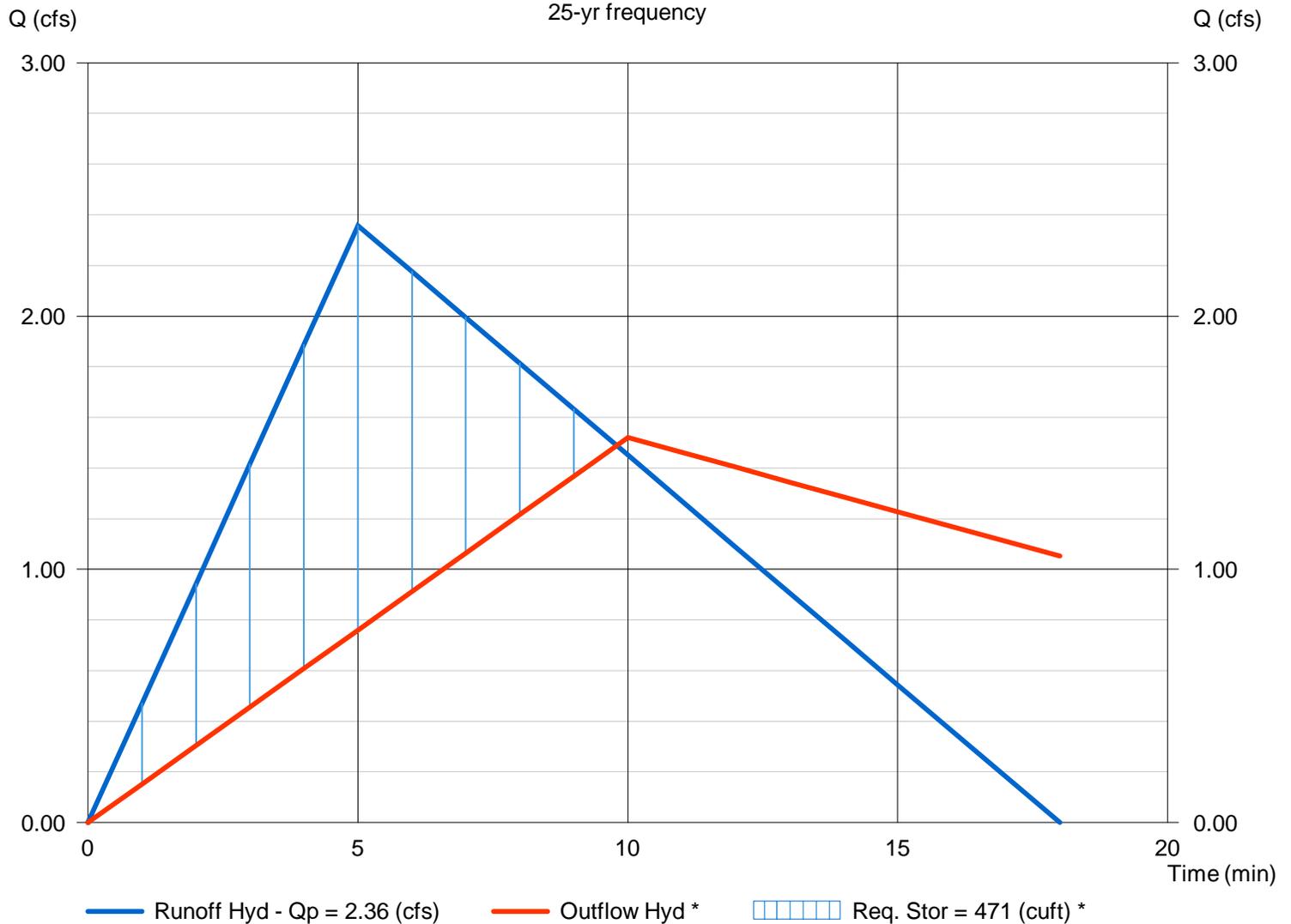
New Castle Park & Ride

Hydrograph type	= Rational	Peak discharge (cfs)	= 2.357
Storm frequency (yrs)	= 25	Time interval (min)	= 1
Drainage area (ac)	= 0.660	Runoff coeff. (C)	= 0.72
Rainfall Inten (in/hr)	= 4.961	Tc by User (min)	= 5
IDF Curve	= silt idf.IDF	Rec limb factor	= 2.67

Hydrograph Volume = 1,298 (cuft); 0.030 (acft)

Runoff Hydrograph

25-yr frequency

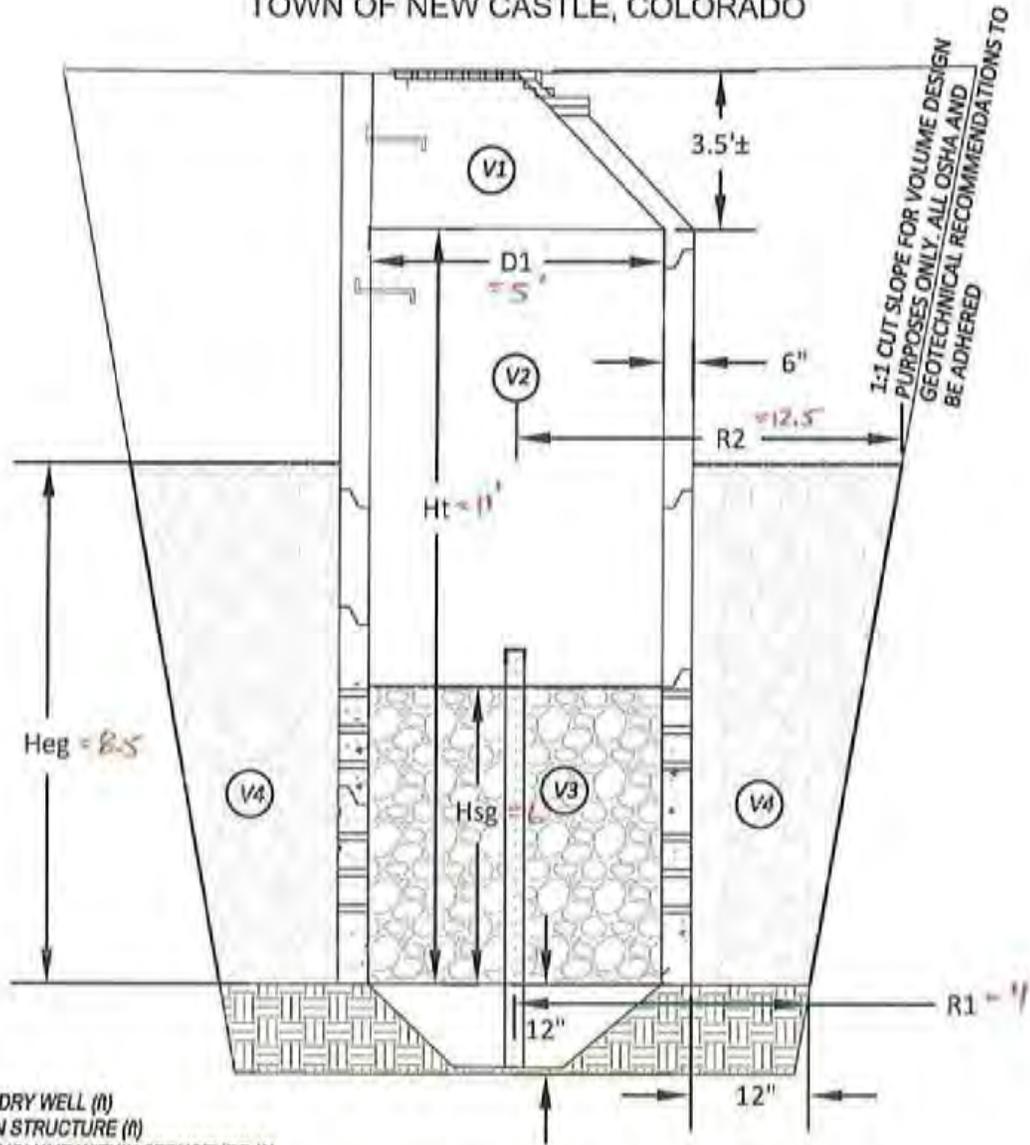


* Estimated

Runoff Hydrograph			Outflow Hydrograph
Time	Q	Volume	Q
(min)	(cfs)	(cuft)	(cfs)
0	0.000	0.00	0.000
1	0.471	14.14	0.152
2	0.943	56.56	0.304
3	1.414	127.30	0.456
4	1.886	226.32	0.608
5	2.357	353.62	0.760
6	2.176	489.63	0.912
7	1.995	614.76	1.064
8	1.813	729.01	1.216
9	1.632	832.37	1.368
10	1.451	924.86	1.520
11	1.269	1,006	1.462
12	1.088	1,077	1.403
13	0.907	1,137	1.345
14	0.725	1,186	1.286
15	0.544	1,224	1.228
16	0.363	1,251	1.169
17	0.181	1,268	1.111
18	0.000	1,273	1.052

Outflow Hydrograph	Detention
Volume	Required Storage
(cuft)	(cuft)
0.00	0.00
9.12	19.17
27.36	57.51
54.72	115.02
91.20	191.70
136.80	287.55
191.52	363.40
255.36	419.24
328.32	455.09
410.40	470.94
501.60	470.94
589.29	0.00
673.48	0.00
754.15	0.00
831.32	0.00
904.98	0.00
975.14	0.00
1,042	0.00
1,105	0.00

DRY WELL SIZING
RFTA PARK & RIDE
TOWN OF NEW CASTLE, COLORADO



- D1 = INSIDE DIAMETER OF DRY WELL (ft)
- Hsg = DEPTH OF GRAVEL IN STRUCTURE (ft)
- Ht = DEPTH OF AVAILABLE VOLUME WITHIN STRUCTURE (ft)
- Heg = DEPTH OF GRAVEL IN EXCAVATION (ft)
- R1 = RADIUS AT BASE OF STRUCTURE (ft)
- R2 = RADIUS AT TOP OF EXTERIOR GRAVEL (ft)

- V1 = VOLUME WITHIN DRY WELL THAT IS NOT BEING UTILIZED
- V2 = VOLUME IN STRUCTURE BETWEEN CONE AND TOP OF GRAVEL = $D1^2/4 * \pi * (Ht - Hsg)$
- V3 = VOLUME GRAVEL VOIDS WITHIN STRUCTURE = $D1^2/4 * \pi * Hsg * 0.3$
- V4 = $\frac{1}{3} * \pi * (R1^2 + R1 * R2 + R2^2) * Heg * 0.3 - (D1^2/4 * \pi * Heg)$

$V_1 = \text{not utilized} = 0$

$V_2 = \frac{5^2}{\pi} (11 - 6) = 98.2 \text{ c.f.}$

$V_3 = \frac{5^2 \pi}{4} * 6 * 0.3 = 35.3 \text{ c.f.}$

$V_4 = \frac{\pi}{3} (4^2 + 12.5 * 4 + 12.5^2) * 8.5 * 0.3 - \frac{(5^2) \pi}{4} * 8.5 = 593.5 - 240.2 = 353.2 \text{ c.f.}$

$V_4 = \frac{\pi}{3} (4^2 + 12.5 * 4 + 12.5^2) * 8.5 * 0.3 - \frac{(5^2) \pi}{4} * 8.5 = 593.5 - 240.2 = 353.2 \text{ c.f.}$

Total Volume available = $V_1 + V_2 + V_3 + V_4 = 0 + 98.2 + 35.3 + 353.2 = \underline{\underline{486.7 \text{ c.f.}}}$

Project Summary

Project Purpose

The proposed Park and Ride contained within this application—the New Castle Park and Ride—is part of improving Roaring Fork Transportation Authority (RFTA) services in the Colorado River Corridor. An undeveloped parcel of land located within the Burning Mountain Planned Unit Development (PUD) and adjacent to Highway 6 is owned by RFTA and is the proposed location.

Existing Conditions

The site for the proposed Park and Ride is located directly south of Highway 6 and bound on the east and south by Burning Mountain Avenue and adjacent on the west to single family residences in the Burning Mountain Subdivision. The proposed site is Lot C1 of the Burning Mountain PUD, which is owned by Roaring Fork Transportation Authority (RFTA). The vacant parcel contains relatively steep slopes on the north and southern boundaries that transition to relatively flat grades. A 10-foot drainage easement runs along the western property line of the parcel. The Burning Mountain PUD lies within the town of New Castle.

Project Needs

A Park and Ride is needed at this location for residents to park their vehicles while utilizing the RFTA bus system. Currently, the property does not facilitate access to the nearby bus stations except for a dirt footpath that crosses the lot and climbs the steep embankment to the north en route to the stops. No parking is provided for the stops and many people park in neighboring business lots. A gravel lot available for parking is located a mile away does not satisfactorily fulfill the need for parking at these bus stops.

Through a community outreach effort, it was determined that ease of access and connectivity to the neighboring bus stops, with thoughtfulness to neighbors are key issues. Efforts will be taken to ensure that the Park and Ride does not disturb the neighborhood. Screening through planting, fences, and landscape walls will be provided to mitigate headlight impacts on the adjacent neighborhood.

Process

RFTA worked closely with neighbors and Town Council members to ensure that the design process of the Park and Ride is transparent and incorporates received feedback. RFTA and their consultant team, Bluegreen and Sopris Engineering, met with neighbors and Town Council members in July to review existing conditions, solicit feedback, and discuss ideas for the design. Information presented at the outreach meeting received a positive response from neighbors. Primary neighbor and Town Council concerns included maintaining buses on Highway 6 and out of the Burning Mountain neighborhood, screening of the Park and Ride from adjacent residences, allowing flexibility in plan for future improvements.

RFTA and their consultant team then incorporated the feedback received from the first outreach meeting into a draft conceptual plan for the Park and Ride and adjacent area. This plan was presented to Town Council in October as a framework for general discussion purposes. Following the meeting with Town Council, RFTA and its consultant team incorporated feedback such as adding stairs from the eastern edge of the Park and Ride to the bus stops into the plan and completed the 30% design effort. After approval by the RFTA Board of Directors, 60% design drawings and preparation of the conditional use permit application commenced, which is represented by this document.

RFTA and their consultant team have reviewed the New Castle Master Plan in conjunction with this design effort. The Master Plan documents RFTA, Town Council, and neighbors' overall vision for long-term improvements, which was created in response to comments received from a public open house and Town Council. The first phase of transit-oriented improvements, the Park and Ride, includes all of the neighbors' wish list of items in the application.

Proposed Conditions

The proposed Park and Ride includes a 62-space asphalt surface lot with a single access drive onto Burning Mountain Avenue, stairs, an accessible route, and crosswalks to safely guide pedestrians to the bus stops and thereby greatly improve neighborhood connectivity. The site provides direct pedestrian access to the existing RFTA stations located on Highway 6 and includes safety and directional signage, lighting, screening, planting and irrigation. The proposed landscape provides important screening from adjacent roads, including Highway 6 and Burning Mountain Avenue, as well as neighboring properties. A central landscaped island breaks-up the continuity of the parking lot and further mitigates visual impacts.

The Park and Ride is intended to serve as a safe, convenient, and centrally located place for residents to park their vehicles while utilizing the RFTA bus system. Buses will continue to remain on Highway 6 to pick up and drop off riders and will not circulate through the Park and Ride. The Park and Ride is viewed as a 5-10 year solution for the site, as improvement as a TOD has been discussed as a future opportunity. Further review by RFTA has determined that a TOD is not possible now, but could potentially be included in later improvements.

The Park and Ride project illustrates RFTA's commitment to green building and sustainability, being a good neighbor and appreciating their customers through a services and facility upgrade of existing conditions. This project is an excellent opportunity to reuse existing materials including lights and trash and recycling receptacles. Native xeriscaping planting methods will be implemented to provide screening for neighbors. These practices show appreciation to customers and neighbors while simultaneously creating a sustainable and thoughtfully designed place.

SCHEDULE

The New Castle Park and Ride is planned to be operational in the fall of 2014. Construction of the site improvements proposed in this application are anticipated this spring and summer.

PEDESTRIAN CONVENIENCE, ACCESS and SAFETY

The Park and Ride is designed to greatly enhance the rider's experience in terms of convenience, accessibility and safety. New parking opportunities will create passenger time savings, while careful planning and considered circulation will ensure vehicular and passenger safety. RFTA is continuing to work with CDOT on pedestrian improvements, which include designated crosswalks and pedestrian signalization for the Highway 6 crossing.

PLANTING DESIGN

The planting design utilizes native, drought-tolerant species of shrubs and grasses, which are organized to screen the Park and Ride from adjacent residences, Highway 6, Burning Mountain Avenue, as well as to soften the adjacent impervious parking surface. Temporary irrigation is proposed to establish all plant material, and to remain as a permanent fixture in key screening areas between the Park and Ride and the adjacent residential lot.

LIGHTING

Lighting is designed to preserve dark skies, while providing safe and comfortable conditions for those utilizing the Park and Ride at night. Lighting will be installed along the northern and eastern edges of the parking lot, at the access drive on Burning Mountain Avenue, and in the central parking lot island to ensure both vehicular and pedestrian safety. The fixtures are full-cutoff and down directed to ensure that light does not trespass onto neighboring properties. All fixtures are 14' above the ground, and will be placed on poles reclaimed and refurbished from RFTA's existing stock as an example of sustainability. The poles in the interior island contain double fixtures with the remaining poles on the perimeter of the lot containing single fixtures. All fixtures are retrofitted with energy efficient LED optics and contain sensors to ensure appropriate lighting during evening hours and adjustments throughout the year, including daylight savings time.

MAINTENANCE

The maintenance needs of the proposed Park and Ride have been carefully considered to ensure that it remains as low maintenance as practical. RFTA will empty trash and recycling bins in accordance with its Park and Ride guidelines. Storm water is directed to planting areas, where practical, to supplement irrigation needs. Effective snow management practices are also incorporated into the design. Snow will be removed from the stairs, path and parking lot in accordance with RFTA maintenance practices. The proposed Park and Ride includes space for frequently occurring small-event snow storage within the interior parking island of the parking area. Infrequent, large-event snow storage occurs in parking spaces adjacent to the interior parking island.

RFTA will maintain the Park and Ride plantings that are both on the subject property and adjacent Town property in accordance with its internal maintenance practices applicable for each season. Early spring consists of irrigation system start-up and repair, grass and wildflower soil aeration, removal of leaves, dead plant material, and other debris accumulated over the winter. Spring tasks include irrigation system inspection for flaws and correct timing, hand weeding of perennial beds, mulch and fertilization. Summer tasks include continued irrigation system inspections, hand weeding, spray weeding, fertilization of planting beds. Fall tasks include blow-out of irrigation system and repairs, leaf removal, hand weeding, fertilization and mowing.

SPECIAL USE PERMIT

A special use permit will be required from CDOT to allow the pedestrian cross walks within Highway 6 right-of-way to be painted and pedestrian signage installed. RFTA's design team will prepare the special use permit and coordinate with the Town prior to submittal.

MOU FOR OVERFLOW PARKING

RFTA will make a "Best Effort" to secure a shared parking agreement with one of the Park and Ride neighbors. RFTA will approach businesses located directly around the Park and Ride to see if they are willing to sign a shared use agreement. The best effort requirement will have been met even if RFTA is unable to find any partners willing to sign a shared used agreement.

CHECKLIST RESPONSE

Building location, height and setbacks; include any building modifications that the variance may create.

This item on the checklist is not applicable because there are no buildings currently on site and a proposed building is not included as part of this application.

Code Responses

Conditional Use Permit Application Responses

17-76-010 General Requirements

Ord. 261, Sec. 15.07.010, 1983

- (a) At the time of the erection of a new structure or at the time of enlargement of an existing structure, off-street parking spaces and loading areas shall be provided in this Chapter.

Response: *No buildings currently exist on-site or are proposed as part of this application.*

- (b) Where square feet are specified, the area measured shall be the floor area primary to the functioning of the particular use of property and shall exclude stairwells, elevator shafts, hallways, ornamental balconies, space occupied by heating, air conditioning or other utility equipment, and space devoted to off-street parking or loading.

Response: *No buildings are proposed as part of this application.*

- (c) The number of employees of a new or expanding business shall be estimated in a manner approved by the Planning Commission, and the number of employees of an established business shall be determined from an examination of employment information presented by the applicants.

Response: *No new employees will be generated as part of the project. Existing RFTA maintenance personnel will service the Park and Ride.*

- (d) Loading areas shall be of adequate size and design to facilitate all loading activities off a public right-of-way.

Response: *No loading areas are proposed as part of this application.*

- (e) The Central Business District, as identified on the Town zoning map, may be exempt from the requirements of this Chapter.

Response: *The subject property of this application is not located within the Central Business District and is therefore not exempt from the requirements of this Chapter.*

17-76-020 Standards Designated for Each Use

Ord. 261, Sec. 15.07.020, 1983

The parking space requirements for each use shall be as follows:

- (a) Residential Uses

Response: *Residential Uses are not proposed as part of this application.*

- (b) Commercial Residential Uses

Response: *Commercial Residential Uses are not proposed as part of this application.*

- (c) Institutions

Response: *Institutions are not proposed as part of this application.*

- (d) Places of Public Assembly

Response: *Places of Public Assembly are not proposed as part of this application.*

- (e) Commercial Amusements

Response: *Commercial Amusements are not proposed as part of this application.*

- (f) Commercial

1. For a retail store, except as provided in subsection (F)(2) of this section, two spaces per three hundred (300) square feet of floor space;

Response: *A retail store is not proposed as part of this application.*

2. For a service or repair shop or a retail store handling exclusively bulky merchandise, such as automobiles and furniture, one and one-half spaces per three hundred (300) square feet of floor area;

Response: *A service, repair shop, or retail store is not proposed as part of this application.*

3. For offices other than medical and dental, one space per three hundred (300) square feet of floor area;

Response: *An office is not proposed as part of this application.*

4. For medical and dental clinics, two spaces per three hundred (300) square feet of floor area, plus one space per two employees;

Response: *A medical or dental clinic is not proposed as part of this application.*

5. For an eating or drinking establishment, one space per three seats;

Response: *An eating or drinking establishment is not proposed as part of this application.*

6. For mortuaries, one space per three seats.

Response: *A mortuary is not proposed as part of this application.*

(g) Industrial

Response: *Industrial uses are not proposed as part of this application.*

17-76-030 Maintenance Restrictions

Ord. 261, Sec. 15.07.030, 1983

- (a) The provision and maintenance of off-street parking and loading space is a continuing obligation of the property owner.

Response: *Off-street parking will be continually available and maintained at the Park and Ride by the property owner.*

- (b) No building permit or other permit shall be issued until plans are presented that show property that is and will remain available for exclusive use as off-street parking and loading space.

Response: *The Park and Ride's emphasis is on the creation and maintenance of dedicated off-street parking. This will be reflected in all plans including those submitted for Building Permit application.*

- (c) The subsequent use of property for which the building permit is issued shall be conditional upon the unqualified continuance and availability of the amount of parking and loading space required by the Chapter.

Response: *The purpose of the Park and Ride is to provide the maximum number of continuously available and maintained off-street parking spaces on the property, given the site constraints.*

- (d) Should the owner or occupant of any lot or building change the use to which the lot or building is put, thereby increasing off-street parking and loading requirements, it shall be unlawful and a violation of this Chapter to begin or maintain such altered use until such time as the increased off-street parking or loading requirements are complied with.

Response: *RFTA will maintain continually available and maintained parking at the property for the duration of the Park and Ride. Long term plans of the property will comply with all off-street parking requirements.*

17-76-040 Standards for Unlisted Uses

Ord. 261, Sec. 15.07.040, 1983

Requirements for types of buildings and uses not specifically listed in this Chapter shall be determined by the Town Council after a report and recommendation from the Planning Commission, based upon the requirements of comparable uses listed.

Response: *The Standards for Unlisted Uses is not applicable to this application as the property is a Commercial lot that is zoned Commercial Retail. This is addressed in 17-76-020 Standards Designated for Each Use under the Commercial subheading.*

17-76-050 Multiple Use Requirements

Ord. 261, Sec. 15.07.050, 1983

In the event several uses occupy a single structure or parcel of land, the total requirements for off-street parking shall be the sum of the requirements of the several uses computed on the basis of maximum simultaneous use.

Response: *The Multiple Use Requirements is not applicable to this application as the proposed improvements do not include a building.*

17-76-060 Town Council May Change Number of Spaces

Ord. 261, Sec. 15.07.060, 1983

- (a) The Town Council may increase or decrease the number of off-street parking spaces in consideration of the following factors:
 - 1. Probable number of cars owned by occupants of dwellings in the planned unit development;
 - 2. Parking needs of any nondwelling uses;
 - 3. Varying time periods of use; and
 - 4. Whatever joint use of common parking areas is proposed.
- (b) Regardless of a reduction in off-street parking spaces by the Town Council, adequate space and design shall be provided to accommodate the standard number of spaces for proposed use.

Response: *The goal is to achieve as many Park and Ride spaces as possible given the site constraints. We are proposing a total of 62 spaces in the Park and Ride, which maximizes parking on the property.*

17-76-070 Location of Spaces

Ord. 261, Sec. 15.07.070, 1983

Required parking spaces shall be located not farther than three hundred (300) feet from the building or use they are required to serve, measured in a straight line from the building.

Response: *The proposed development of the property solely consists of a Park and Ride with pedestrian access and does not include a building. The purpose of the Park and Ride is to provide safe and convenient access to the nearby existing RFTA bus stops. Currently there are no crosswalks across Burning Mountain Avenue or Highway 6 for pedestrian access to these stops. The proposed Park and Ride includes accessible paths to both bus stops located on Highway 6. The walkable distance from the furthest parking space to the northern Highway 6 bus stop is 425 feet and the distance from the nearest space is 180 feet. The walkable distance from the furthest parking space to the southern Highway 6 bus station is 550 feet and the distance from the nearest space is 300 feet. While these distances are greater than 300 feet from the use they are required to serve, they are necessary so that the bus stops can remain on Highway 6 and out of the Burning Mountain subdivision, as this was an important factor to neighbors and the community. The variance in walkable distance to bus stops between the furthest and nearest parking space is indicative of the size and parking capacity of the Park and Ride, which accommodates 62 vehicles while providing safe and convenient access to both nearby bus stops. This is a significant improvement over existing conditions, which do not provide parking or safe pedestrian access to the Park and Ride from Burning Mountain Avenue.*

17-76-080 Spaces Not To Be Used for Storage

Ord. 261, Sec. 15.07.080, 1983

Required parking spaces shall be available for the parking of operable passenger automobiles of residents, customers, patrons, and employees only, and shall not be used for the storage of vehicles or materials or for the parking of trucks used in conducting the business or use.

Response: *The proposal provides for off-street parking areas that are clearly accessible and are not shared with other uses, such as storage or trash receptacles. RFTA regularly monitors Park and Ride activity to ensure spaces are not occupied by abandoned or 'for sale' vehicles.*

17-76-090 Setbacks

Ord. 261, Sec. 15.07.090, 1983

Except as provided in Section 13-16-020(A)(1), required parking and loading spaces shall be set back (5) feet from the front lot line.

Response: *All proposed parking is set back greater than (10) ten feet from the front setback line on Burning Mountain Avenue, which exceeds the (5) five foot minimum requirement.*

17-76-100 Plans Required for Building Permit

Ord. 261, Sec. 15.07.100, 1983

A plan, drawn to scale, indicating how the off-street parking and loading requirements, excluding single dwelling unit areas, are to be fulfilled shall accompany an application for a building permit. The plan shall show all elements necessary to indicate that the requirement is being fulfilled, including the following:

- (a) Delineation of individual parking and loading spaces;
- (b) Circulation area necessary to serve spaces;
- (c) Access to streets and property to be served;
- (d) Grading, drainage, surfacing and subgrading details;
- (e) Other pertinent details.

Response: *This information will be included as part of the Building Permit submittal.*

17-76-110 Design Standards

Ord. 261, Sec. 15.07.110, 1983

- (a) Access. Unobstructed, direct and convenient access for vehicles to and from a public street shall be provided for all off-street parking spaces. No off-street parking space shall be served by more than two (2) access ways to any one (1) public street. Access ways shall be designed so as to reduce the number and proximity of access points along highways.

Response: *A single two-way access point for all off-street parking spaces is provided as part of the proposed improvements. This access point connects directly to Burning Mountain Avenue, a public street. Access to Highway 6 is not proposed.*

- (b) Paving. Except for single-family and two-family dwellings, all access ways between a public street and off-street parking spaces or areas not covered or enclosed by a garage or carport shall be surfaced with asphalt, concrete, or other similar dustless material. For

single-family and two-family dwellings, off-street parking spaces and access ways shall be covered as above or by lawn or grass, with asphalt or concrete parallel driving strips capable of providing a driving surface for a motor vehicle.

Response: *The off-street parking area and access way are paved with asphalt.*

(c) Design of Parking Areas. The following design standards shall be met for all parking areas provided, whether or not the parking area is required by the Town, except where the parking area is to serve residential and lodging uses only as set forth in [subsection D] and fewer than ten (10) parking spaces are provided. Wherever a parking area is provided, the owner or developer shall provide the Town with a scale drawing of each building and the location and layout of off-street parking spaces and areas.

1. **Access.** Each access way between a public street and the area containing the off-street parking spaces shall be not less than fifteen (15) feet nor more than thirty (30) feet wide at the intersection of the access way with the public street and a divider strip at least six (6) feet long shall be installed if the access way exceeds twenty-five (25) feet in width. Access from any parking area shall be to a public street.

Response: *The proposed parking access meets this requirement. The two-way traffic ingress and egress way is twenty-four (24) feet in width so a divider strip is not necessary. Access is to a public street.*

2. **Parking Area Layout.** Every parking area shall be designed according to the following table. The top line of figures for each parking angle constitutes minimum design standards and the lower two (2) lines constitute higher standards to be employed at the option of the owner or developer. The owner or developer may select the parking angle and the line of figures for such parking angles and then figures in that line shall become requirements

Minimum Parking Space and Driveway Requirements

A = parking angle
 B = stall width
 C = length of stall to curb
 D = aisle width
 E = curb length per stall
 F = width of double row with aisle

A	B	C	D	E	F
10 degrees	9'0"	9.0	12.0	23.0	30.0
	9'6"	9.5	12.0	23.0	31.0
	10'0"	10.0	12.0	23.0	32.0
20 degrees	9'0"	15.0	11.0	26.3	41.0
	9'6"	15.5	11.0	27.5	42.0
	10'0"	15.9	11.0	29.2	42.0
30 degrees	9'0"	17.3	11.0	18.0	45.6
	9'6"	17.8	11.0	19.0	46.6
	10'0"	18.2	11.0	20.0	47.0
45 degrees	9'0"	19.8	13.0	12.7	52.5
	9'6"	20.1	13.0	13.0	53.3
	10'0"	20.5	13.0	14.1	54.0
60 degrees	9'0"	21.0	18.0	10.4	60.0
	9'6"	21.2	18.0	11.0	60.4
	10'0"	21.5	18.0	11.5	61.0
70 degrees	9'0"	21.0	19.0	9.6	61.0
	9'6"	21.2	18.5	10.1	60.9
	10'0"	21.2	18.0	10.6	60.4
80 degrees	9'0"	20.3	24.0	9.6	64.4
	9'6"	21.2	18.0	10.6	60.4
	10'0"	20.5	24.0	9.1	64.3
90 degrees	9'0"	19.0	24.0	9.0	64.0
	9'6"	19.0	24.0	9.5	62.0
	10'0"	19.0	24.0	10.0	62.0

Response: *The majority of the proposed Park and Ride parking spaces conform to the design standards indicated in the table. These parking stalls are at 90 degrees with 9' width and 19' length. Aisle widths are 24'. The width of a double row with aisle is 62'. This assumes a 19' length of stall plus 24' aisle plus 19' length of stall, which conforms to the design standards indicated in the table. In addition there are (7) compact parking spaces each with an 8' width and 16' length. These spaces also allow for electric vehicles in the future when each will be equipped with a charging station.*

3. **Screening.** Every parking area shall be adequately screened from adjoining residential uses by a fence or wall not less than three-and-one-half (3 1/2) feet nor more than six (6) feet in height or by a strip at least four (4) feet wide of densely planted trees or shrubs having minimum mature height of three-and-one-half (3 1/2) feet which shall be maintained in good condition at all times and trimmed so as not to exceed six (6) feet in height

Response: *The subject property abuts a residential use on the western edge and parking is screened by a six (6) foot-tall fence and four (4) foot-wide strip of shrubs that will be maintained in accordance with RFTA maintenance practices. RFTA provides landscape maintenance appropriate for each season. Early spring consists of irrigation system start-up and repair, grass and wildflower soil aeration, removal of leaves, dead plant material, and other debris accumulated over the winter. Spring tasks include irrigation system inspection for flaws and correct timing, hand weeding of perennial beds, mulch and fertilization. Summer tasks include continued irrigation system inspections, hand weeding, spray weeding, fertilization of planting beds. Fall tasks include blow-out of irrigation system and repairs, leaf removal, hand weeding, fertilization and mowing.*

4. *Landscaping.* At least ten percent (10%) of the total parking area, including access ways, shall be devoted exclusively to landscaping of trees, shrubs, and ground cover which reduce the visual impact and assist in defining onsite traffic movement. Such landscaping shall include, adjacent to any public street, a strip at least four (4) feet wide of densely planted trees or shrubs having a minimum mature height of three and one-half (3 1/2) feet which shall be maintained in good condition at all times and trimmed so as not to exceed six (6) feet in height. Hedges provided to fulfill screening requirements under Section 13-16-110(C)(3) may be counted toward this ten percent (10%) landscaping requirement.

Response: *The Landscape Plan illustrates the proposed plantings located within public rights-of-way and private areas that are fifty-five percent (55%) of the total parking area, including access ways. A goal of the proposed design is to conserve water resources, minimize maintenance needs and temper potential heat islands. The low maintenance, xeriscape planting design utilizes native, drought-tolerant species of shrubs and grasses, which are organized to screen the Park and Ride from adjacent residences, Highway 6, Burning Mountain Avenue, as well as to soften the adjacent impervious parking surface. All areas adjacent to public streets will contain at a minimum a four (4) foot-width of planting. The areas will be maintained by RFTA in a manner consistent with RFTA maintenance practices, which include tasks such as irrigation system maintenance, weeding, fertilization, mowing, and leaf removal appropriate for each season. Temporary irrigation is proposed to establish all plant material, and to remain as a permanent fixture in the event of prolonged drought.*

5. *Lighting.* Security lighting shall be provided in all parking areas used or designed for use during evening hours. The lighting shall not be directed towards any adjacent residential uses or public streets.

Response: *Security lighting is located throughout the Park and Ride, as it is intended for use during evening hours. Lighting is designed to preserve dark skies, while providing safe and comfortable conditions for those utilizing the Park and Ride at night. Lighting will be installed along the northern and eastern edges of the parking lot, at the access drive on Burning Mountain Avenue, and in the central parking lot island to ensure both vehicular and pedestrian safety. The fixtures are full-cutoff and down directed to ensure that light does not trespass onto neighboring properties. All fixtures are 14' above the ground. The poles in the interior island contain double fixtures with the remaining poles on the perimeter of the lot containing single fixtures. All fixtures are retrofitted with energy efficient LED optics and contain sensors to ensure appropriate lighting during evening hours and adjustments throughout the year, including daylight savings time. A detailed lighting plan, fixture schedules, calculations, and specifications are included as part of this submittal.*

6. *Drainage.* All off-street parking areas and spaces shall be designed and graded to restrict site drainage to a rate no greater than the historical rate, before development, for the 25-year storm or shall include development of a storm drainage system to convey runoff water to a site approved by the Town Engineer. Such drainage plan or system shall be approved by the Town Engineer prior to the construction of the off-street parking.

Response: *The proposed drainage design is in accordance with the Town's requirements. A proposed dry well detains water on-site and maintains historic drainage patterns. The site's major storm over flow will be safely conveyed to the storm sewer west of the property on Burning Mountain Ave as it has historically. The open ditch that runs parallel to the western property line is proposed to be piped to ensure that water maintains historic drainage patterns.*

7. *Snow Storage.* All off-street parking areas shall include space for snow storage and removal of snow on parking areas when required by the Planning and Zoning Commission and Town Council when the size and location of the parking area are such that no public area is available for snow storage.

Response: The proposed Park and Ride includes space for frequently occurring small-event snow storage within the interior parking island of the parking area. Infrequent, large-event snow storage occurs in parking spaces adjacent to the interior parking island and will be maintained in accordance with RFTA maintenance practices.

Performance Standards

Ord. 261, Sec. 15.04.090, 1983

- (a) Smoke. No use shall be permitted in any district unless it conforms to the standards established by the Colorado Department of Public Health's rules and regulations pertaining to emission of smoke.

Response: The proposed improvements comply with these standards.

- (b) Particulate Matter. No operation shall be conducted unless it conforms to the standards established by the Colorado Department of Public Health's rules and regulations pertaining to emission of particulate matter.

Response: The proposed improvements comply with these standards.

- (c) Dust, Odor, Gas, Fumes, Glare or Vibration. No operation shall be conducted unless it conforms to the standards established by the Colorado Department of Public Health's rules and regulations pertaining to emission of dust, odor, gas, fumes, glare or vibration.

Response: The proposed improvements comply with these standards.

- (d) Radiation Hazards and Electrical Disturbances. No operation shall be conducted unless it conforms to the standards established by the Colorado Department of Public Health's rules and regulations pertaining to radiation control.

Response: The proposed improvements comply with these standards.

- (e) Noise. No operation shall be conducted unless it conforms to the standards established by the Colorado Department of Public Health's rules and regulations pertaining to noise.

Response: The proposed improvements comply with these standards.

- (f) Water Pollution. No operation shall be conducted unless it conforms to the standards established by the Colorado Department of Public Health's rules and regulations pertaining to water pollution.

Response: The proposed improvements comply with these standards.

Burning Mountain PUD Zoning Regulation Responses

Section I:

- A. To carry out the purposes and provisions of the zoning ordinance of the Town of New Castle, Colorado and particularly, Chapter 16.14 of that title, the Burning Mountain Planned Unit Development Zone District is further divided into the following Zone District classifications:

R/SF – Residential Single Family District

C/R – Commercial Retail District

- B. The boundaries of these districts shall be located as shown on the Burning Mountain PUD Plan.

Response: The subject property is classified as C/R –Commercial Retail District.

Section II: Residential Single-Family District

- A. Permitted Uses.

Single-family Dwelling (conventional construction and modular/mobile units)

Gardening

Park, playground, open space

- B. Conditional Uses: None

- C. Minimum Lot Area: 5600 square feet

- D. Minimum Lot Line Setbacks: Rear yard setback 5 feet; Front yard setback 15 feet; Side yard setback 5 feet
- E. Maximum Building Height: 28 feet
- F. Off-Street Parking: Two (2) off-street parking spaces on the same lot for each dwelling unit
- G. Utility and Drainage Easements: The easements within each lot and all improvements therein shall be maintained continuously by the owner of the lot, except for which a public authority or utility company is responsible.
- H. Living Area Requirements of Structures: The ground floor living area of the primary residence, exclusive of open porches, decks, patios, carports and garages shall not be less than 900 square feet and not less than 700 square feet for a dwelling of more than one (1) story.

Response: *These regulations are not applicable since the subject property is not classified as Residential Single-Family District, but rather C/R –Commercial Retail District.*

Section III: Commercial/Retail District

- A. Permitted Uses:
 Retail: sale of food, beverages, gasoline, dry goods, furniture, appliances, hardware, clothing, automotive parts
 Personal Services: barber shop, beauty salon, laundromat, photo studio, shoe repair, tailor shop, office supplies, pharmacy, bank
 Recreational Services: restaurant (with or without bar), hotel, motel, private club, movie theater, travel agency
Response: *The proposed improvements are a Park and Ride with 62 parking spaces. No buildings are part of the proposed improvements.*

- B. Special Review Uses: office for conduct of a business or profession, medical or dental clinic, real estate, insurance agency, library, public building. All other uses not specifically identified under permitted uses.
Response: *The proposed improvements are a Park and Ride with 62 parking spaces. No buildings are part of the proposed improvements.*

- C. Provisions: All sales and services shall be conducted within a building. All outdoor storage of materials shall be enclosed in a sight-obscuring fence at least six feet in height. The storage area for materials shall be limited to the rear 25 feet of the lot(s). No odor, noise, dust, glare and vibration shall project beyond the site. Loading and unloading of materials shall be conducted on site of the establishment or in an approved loading zone.
Response: *The proposed Park and Ride will not facilitate sales and services. The proposed improvements do not consist of a building or any outdoor storage facilities and comply with this regulation.*

- D. Minimum property line setbacks: Front 15 feet; Side 5 feet; Rear 5 feet
Response: *The proposed improvements comply with these minimum property line setbacks.*

- E. Minimum Lot Size: ½ acre
Response: *The lot size of the proposed improvements is .711 acres and complies with these standards.*

- F. Maximum Building Height: 30 feet
Response: *The proposed improvements do not include a building and comply with this regulation.*

- G. Maximum Building Stories: (2) stories (basement excluded)
Response: *The proposed improvements do not include a building and comply with this regulation.*

- H. Off-street Parking: No on street parking shall be permitted
Response: *The proposed Park and Ride does not include on street parking and complies with this regulation. All 62 parking spaces of the proposed Park and Ride are off-street parking.*

- I. Landscaping: All new developments or establishments shall provide a landscaping plan for approval by the Town Board of Trustees. All lots adjacent to the Denver & Rio Grande Western Railroad right-of-way shall screen said right-of-way with trees and shrubs. Minimum landscaped areas shall be 5% of the total lot(s) area to include landscaping within the parking lot area of 20 square feet, or 3 square feet per parking space, whichever is larger, said parking area landscaping shall not disrupt vision or safety.
- Response:** *A landscaping plan will be provided to the Town Board of Trustees for approval. C1 is the lot of the proposed improvements and is not adjacent to the Denver & Rio Grande Western Railroad right-of-way. Landscaped areas consist of 55% of the total lot areas and do not disrupt vision or safety.*
- J. Open Space: A minimum 5% of the total lot(s) area shall be designated as open space.
- Response:** *The proposed open space improvements include 55% of the total lot area and comply with these standards.*

Burning Mountain PUD Protective Covenant Responses

1. Definitions. As used in these Protective Covenants, the following words shall have the following meanings:
 - a. "Subdivision" shall mean the real property set forth on the plat described in the preamble hereof.
 - b. "Lot" shall mean a lot in the Subdivision.
 - c. "Owner" shall mean the owner of a Lot in the Subdivision.
2. Use of Lots. Sixty (60) of the Lots in the Subdivision shall be developed for single family residential purposes only (Residential Lots). Four (4) Lots shall be developed for commercial purposes (Commercial Lots). The use of the Lots shall be governed as follows:
 - A. Residential Lots.

Response: *This covenant is not applicable as the proposed improvements are not located on a Residential Lot.*
 - B. Commercial Lots.
 1. All commercial structures shall maintain a central construction design theme. Exterior walls or siding shall be constructed of wood or wood composite materials, stucco, concrete block or brick materials and shall maintain a similar and consistent appearance with adjoining commercial structures unless otherwise approved by the Town of New Castle. Metal, prefab, structural buildings and siding material shall not be permitted.
 2. All structures shall maintain a central earth tone color theme with adjoining commercial properties unless otherwise approved by the Town of New Castle.
 3. No structures shall be constructed nearer than fifteen (15) feet from and front Lot line and five (5) feet from any side or rear Lot line.

Response: *The proposed improvements consist of a Park and Ride to be located on Commercial Lot C1 and do not include any structures.*
3. Landscaping. All residential lots shall be landscaped with lawn, shrubs and trees and maintained in a good and neat condition. All trees shall have a minimum diameter of one (1) inch. All dead trees and shrubs shall be immediately replaced. Lots upon which residential structures have not yet been constructed shall be maintained in a neat condition with weeds not allowed to grow higher than four (4) inches above the ground. All Residential Lots shall be landscaped as herein required within ninety (90) days following the issuance of a certificate of occupancy, or, if such a certificate is issued subsequent to August 15, the Lot shall be landscaped prior to June 1 of the following year.

Response: *The proposed improvements are not located on a Residential Lot. Proposed landscape improvements consist of shrubs and grasses that comply with Town municipal code.*
4. No commercial use on Residential Lots. There shall not be permitted or maintained upon any Residential Lot any trade, business or industry, except that an Owner may rent or lease the dwelling for residential purposes when not required for the Owner's use. Renting or leasing of a dwelling may only be done for the entire dwelling and no apartments or other divisible use of the dwelling shall be utilized by anyone other than the Owner, and any such use shall be deemed a commercial use and subject to immediate injunction.

Response: *These regulations are not applicable since the subject property is not classified as Residential. The proposed improvements will occur on Commercial Lot C1. No Residential Lots are the subject of this application.*

5. Impact Fee on Residential Lots. To alleviate in part the impact the Residential Lots will have on the water and sewer system of the Town and the impact of such Lots on the Police Department and other service departments of the Town, the Owner of a Residential Lot shall pay or cause to be paid to the Town of New Castle, Colorado, prior to placing a structure on a Lot, the following:
- a. In the event a sales tax is paid to the Town by the seller of the structure, the Owner shall pay a sum equivalent to forty-eight percent (48%) of the amount of total sales tax which would have been payable had sales tax been imposed upon the full value of the structure.
 - b. In the event a sales tax is not paid to the Town by the seller of the structure, the Owner shall pay a sum equivalent to one hundred percent (100%) of the amount of total sales tax which would have been payable had sales tax been imposed upon the full value of the structure.
 - c. In the event the structure to be placed on the Lot is not a prefabricated unit, the Owner shall pay a sum equivalent to one hundred percent (100%) of the amount of total sales tax which would have been payable to the Town had all component parts of the structure been purchases in the Town.

The Town of New Castle, Colorado, shall have the right to enforce payment of the sums required hereunder and shall have the right to withhold the issuance of a certificate of occupancy until so paid.

Response: These regulations are not applicable since the subject property is not classified as Residential but rather as Lot C1 Commercial.

6. Animals. The keeping of livestock, poultry, goats, and other animals within the Subdivision shall not be allowed; provided, however, one (1) dog and one (1) cat shall be allowed for each Residential Lot.

Response: The proposed improvements comply with this covenant.

7. Maintenance of Property.

- a. The Owner of each Lot shall keep the same clear and free of rubbish and trash and shall keep the structures thereon in good repair, doing such maintenance as may be required for this purpose. All trash and refuse shall be kept in containers shielded from view in an enclosed area.
- b. No noxious or offensive conduct or activity shall be carried on upon any Lot or in any structure thereon which may constitute a health hazard, nuisance or annoyance.
- c. No noise or sound shall be allowed to emanate from any Lot or from any structure thereon which may constitute an annoyance to other Lot Owners.
- d. The outside burning of any trash, rubbish or other materials shall be absolutely prohibited. Standards and approved barbeques and fireplaces shall be allowed for the preparation of foodstuffs only.
- e. No outside television antennas shall be allowed.
- f. The yards of the Lots may be fenced as follows:
 1. Side yards and rear yards with a height not to exceed six (6) feet;
 2. Rear yards of all Lots on the southerly boundary of the Subdivision with a height not to exceed eight (8) feet.

Response: The proposed improvements comply with these covenants.

8. Parking. Each Lot shall have at least two (2) off-street parking spaces, including parking spaces enclosed in a carport or garage. Parking on the street bisecting the Subdivision shall be outside of and parallel to the paved portion of the street. No vehicles shall be parked on landscaped areas. Garages shall be used for vehicular parking only and may not be enclosed or converted to any other use.

Response: The proposed improvements comply with this covenant. The proposed Park and Ride contains 62 off-street parking spaces that do not interfere with landscaped areas.

9. Vehicles. Only operable automobiles, pickup trucks and vans not exceeding three-quarter (3/4) ton in size, bearing a current license, shall be kept or maintained within the Subdivision. No vehicular maintenance shall be allowed within the Subdivision unless such maintenance is fully contained within an enclosed garage and out of view of other Lots. No recreational vehicles, including boats, boat trailers, travel trailers, camper trailers, motor homes, snowmobiles, motorcycles, motorcycle trailers, or such other recreational vehicles or equipment shall be kept within the Subdivision except within a fully enclosed garage.

Response: The proposed improvements comply with this covenant. The proposed Park and Ride is designed for fully operational standard size vehicles as is reflected in the 9' x 19' parking spaces. RFTA will remove abandoned vehicles in accordance with its Park and Ride maintenance guidelines.

10. Covenants run with the land. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2014, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless, by vote reflected by documents duly recorded and signed by all of the then Owners of the Lots in the Subdivision, it is agreed to change said covenants in whole or in part.

Response: The proposed improvements comply with this covenant.

11. Enforcement. Any Owner may prosecute any suit in law or in equity to restrain and enjoin the violation of these Covenants and to recover damages for such violations and recover all costs and attorney fees necessary to enforce the provisions of these covenants.

Response: The proposed improvements comply with this covenant.

12. Severability. The invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

Response: The proposed improvements comply with this covenant.

Neighboring Property Owners

PARCEL NUMBER: 212332302061
ROARING FORK TRANSPORTATION AUTHORITY
2307 WULFSOHN ROAD
GLENWOOD SPRINGS, CO 81601

List of owners of property within 250 feet:

CONTRERAS, MARIA G & RUBEN
770 BURNING MOUNTAIN DRIVE
NEW CASTLE, CO 81647

ACKERMAN, MARIANNE
1117 GRAND AVENUE
GLENWOOD SPRINGS, CO 81601

RUIZ, IGNACIO
PO BOX 741
NEW CASTLE, CO 81647

MAUPIN, JOSEPH D & DIXIE LEE
764 BURNING MOUNTAIN AVENUE
NEW CASTLE, CO 81647

REED, RICK L & JONES, TABATHA
PO BOX 871
NEW CASTLE, CO 81647

MILHOLM, JEFFREY J & SIOBAHN F
PO BOX 231
NEW CASTLE, CO 81647

DIAZ, JULIANA & RAFAEL & MARIA
767 BURNING MOUNTAIN AVENUE
NEW CASTLE, CO 81647

PEREZ, SAUL LEDEZMA
765 BURNING MOUNTAIN AVENUE
NEW CASTLE, CO 81647

SMITH, WAYNE W & CONNIE A
7001 S DEXTER STREET
CENTENNIAL, CO 80122

HEGLAND REAL ESTATE INVESTMENTS, LLC
91 MEADOW WOOD ROAD
GLENWOOD SPRINGS, CO 81601

COAL SEAM HOSPITALITY, LLC
781 BURNING MOUNTAIN AVENUE
NEW CASTLE, CO 81647

MEDSKER PARTNERSHIP LLLP
2492 INDUSTRIAL BLVD
GRAND JUNCTION, CO 81505

NEW CASTLE, TOWN OF
PO BOX 90
NEW CASTLE, CO 81647

CATHOLIC DIOCESE OF RICHMOND
2125 LANGHORNE ROAD
LYNCHBURG, VA 24501

CASTLE VALLEY CENTER LLC
1175 COUNTY ROAD 154
GLENWOOD SPRINGS, CO 81601

MCDONALDS REAL ESTATE COMPANY
PO BOX 1329
GLENWOOD SPRINGS, CO 81602

KUM & GO L C
6400 WESTOWN PARKWAY
W DES MOINES, IA 50266

Tim Cain
Town of New Castle, Planner
450 W. Main Street
New Castle, CO 81645

**Re: Response to RFTA Conditional Use Permit (CUP) Preliminary Report dated 02-28-14
SE Job No: 13014**

Mr. Cain,

Thank you for taking the time to review the RFTA CUP Submittal. This letter is in response to your letter dated February 28, 2014 addressing your comments and/or requests for additional information regarding the civil/survey aspects included in the submittal. I have outlined the different sections from your letter and your comments below in *italics* with our response in **bold**.

III Pedestrian Easement and Landscaping in Town Open Space:

C1. *The plan shows a proposed pedestrian easement and landscape improvements within Town open space and utility easement. Town policy is not to provide an "easement within easement" and instead the Town can issue a license to encroach open space per Section 12.20.100 of the Town Code. The Town and RFTA can enter into an intergovernmental agreement ("IGA") providing that RFTA will maintain the pedestrian path, landscape improvements and provide insurance naming the Town as a co-insured party. The specifics of the IGA can be addressed at the Town Council level.*

R1. RFTA agrees with a license to encroach or in an IGA form.

C2. *Additionally, the existing asphalt trail in the open space area is in need of repair and improvement. The proposed use will direct pedestrian traffic from the parking area to the existing RFTA bus shelter. As such, the applicant should upgrade this path, which would be considered an additional improvement (see comment IV below).*

R2. We have coordinated with RFTA on this issue and they have agreed to include improvements to the path along their property. We will include the improvements on the revised set of drawings at final.

C3. *The IGA and the plans should acknowledge and accommodate future maintenance and repairs of the existing sewer line within the open space easement.*

R3. This is to be addressed by RFTA's legal counsel.

IV Public Improvements:

C4. *RFTA should identify all improvements proposed for dedication to the Town, which would appear to include several cross-walks, curb cuts, drainage improvements, and repairs to the existing asphalt trail. The Town Engineer will have additional comments on revising some of these improvements such as a culvert and wet well and possibly extending a culvert under Burning Mountain Avenue. If that culvert is constructed there would be an opportunity to move a proposed sidewalk to the vicinity of the road cut for the culvert and potentially changing the plan so that sidewalk could be colored concrete rather than painted stripes. RFTA should provide a list of all such public improvements along with the estimated costs for the same, and*

Council will then determine an appropriate agreement including security for this portion of the construction.

- R4. SE will coordinate with RFTA on all proposed public improvements and will prepare and submit a stamped and signed cost estimate for those improvements as part of our final submittal.**

V Irrigation Water:

C5. Details are needed regarding the source of proposed irrigation water and estimated usage. Potential sources of non-potable irrigation water should be considered. Otherwise, usage estimates are needed to calculate an EQR rating to determine the appropriate water tap fee. There may be additional public improvements associated with the source of water.

- R5. Details will be added to the revised drawings and will include a meter pit with a backflow preventer. We will be utilizing the existing potable service for irrigation supply as there is not, to our knowledge, a non-potable source. We will therefore also provide you with our anticipated water usage calculations.**

VI CDOT Permit Conditions:

C6. Any approval by the Town should be subject to any requirements from CDOT, which may need to be reconciled with the Town's conditions of approval.

- R6. Agreed.**

Offsite Easements:

C7. Offsite easements may be necessary for drainage structures. The Town Engineer will address this issue. The Town and RFTA should ensure that there is no impact to the nearby railroad right of way.

- R7. If it is determined that the drainage design is to be modified, requiring installation of drainage facilities off of RFTA's property, outside of any existing drainage easement or right-of-way, RFTA will agree to install the required drainage facilities (assuming that the cost for the facilities is less than or equal to what is currently proposed to handle drainage on site) and will rely on the Town to secure the required easements.**

Snow Storage and Removal:

C8. The plan should be revised to designate adequate onsite snow storage areas. Any approval should reference Chapter 12.08 of the Town Code providing that the property owner is responsible for snow removal from adjacent sidewalks. This should also be addressed in the IGA mentioned above.

- R8. SE and Bluegreen will include snow storage areas on the revised plan set, and with the larger events, RFTA will utilize designated parking spaces to store the additional snow until it can be hauled off site. RFTA will coordinate with the Town and include this in the IGA as appropriate.**

Overflow Parking:

- C9. *The applicant should clarify the reference to an "MOU" with an unidentified nearby property owner for proposed overflow parking and how this will tie in to the proposed plan including pedestrian access.*
- R9. **RFTA would continue to utilize the existing park-and-ride on the west side of town for overflow parking. If and when the newly constructed park-and-ride and the existing informal park-and-ride are at capacity, RFTA would entertain the possibility of other agreements with adjacent private property owners, but doesn't foresee as a likely outcome at this time.**

Please let me know if you have any additional questions or need any additional information.

Regards,



Stephanie Helfenbein, E.I.
Project Engineer

Cc: RFTA-Nick Senn, Angela Kincade,
SE-Yancy Nichol, Colby Christoff
BLUEGREEN-Samuel Baucum, Sheri Sanzone,
SGM-Jeff Simonson
FARNSWORTH-Dave DiFulvio

Jeff Simonson, PE
SGM, Town of New Castle Engineer
118 W 6th Street, Suite 200
Glenwood Springs, CO 81601

Re: Response to RFTA Conditional Use Permit Review Memo dated 02-19-14
SE Job No: 13014

Dear Jeff,

Thank you for taking the time to review the RFTA CUP Submittal. This letter is in response to your memo dated February 19, 2014 in which you pose comments, concerns and questions about the submittal. I have outlined your comments/concerns below in *italics* and how we propose to address them in **bold**.

- C1. *The Town Attorney, David McConaughy, has prepared a memorandum which highlights a variety of issues and concerns that were discussed at our staff meeting on 2/19/14.*
- R1. We will review and respond accordingly once we receive the memo as it was not included with the review comments we received.**
- C2. *What are the specific details of construction for the 6' high wood privacy fence and 4' post and rail fence? Material type, finish and types of connections are important to gain a feel for the aesthetic characteristic of the proposed fences and their locations. As well, durability and maintenance requirements to maintain such are of concern.*
- R2. The 6' high privacy fence will be double sided with cedar pickets on both sides, and is necessary to block headlights from the adjacent residence. All fence picket boards shall be butted along the fence rail to minimize cracks. The 4' post and rail fence utilizes split cedar rails to keep pedestrians on designated pathways and deter shortcuts. Posts shall be slotted to accommodate fence rails and corner posts shall be mortised in two directions to accommodate fence corners. Both of these fence types are utilized throughout RFTA's system, have been selected for durability and ease of maintenance, and are routinely maintained by RFTA facilities staff. Please review the attached photos depicting the proposed fences.**
- C3. *The proposal to provide a landscape wall of the "reclaimed concrete" foundation should be further vetted. How will reinforcement within the foundation be handled (burned off, cut off)? Will the concrete itself be durable enough to avoid future palling of concrete thus exposing sharp corners and protrusions that could create safety concerns? What would the aesthetic characteristics be?*
- R3. We are no longer proposing to utilize the reclaimed concrete. The revised drawing submittal will include the use of boulders in lieu of the reclaimed concrete foundation to create planting pocket areas.**
- C4. *For the proposed handrails adjacent to the concrete walk from the parking are up to the existing asphalt path, of what material is this to be constructed and what will be the aesthetic characteristics of the rail?*
- R4. The handrails will be a galvanized steel finish, similar in design to rails located throughout RFTA's BRT stations. Please review the attached photos depicting the proposed handrails as well as stairs.**
- C5. *For the proposed 24" ADA piping along the west side of the parking lot, it is our concern that the construction of such a facility will, by virtue of its mere presence remove the fact that the drainage ditch currently*

intercepts the drainage waters and transmits them to the southwest corner of the RFTA lot. If the drainage ditch is "filled in", particularly in the northwest corner of the RFTA lot, the offsite drainage to the ditch is left to sheet flow onto the adjacent private property to the west. This may create a concern for liability in this scenario. Given that the drawings are at a preliminary stage, no specific grades are provided to see if this scenario can be mitigated or even if this is truly a concern.

- R5. The proposed grading does not allow any offsite drainage to enter the west lot. Curb and gutter along the west side of the parking lot will contain the drainage on site. Additional details will be added to the final drawings.**
- C6. For the drainage improvements at the southwest corner of the site, in lieu of the 24" ADS pipe construction in concert with the drywell, inlets and 12" drainage pipe construction, ca a pipe be installed across Burning Mountain Avenue onto the utility easement of Lot C3 to daylight to a swale that could be constructed along the west property line of C3? A drainage easement may need to be secured to accomplish this as well as assuring that the UPRR borrow ditch will have ample capacity. The following figure identifies that the borrow ditch had considerable tributary area prior to the Burning Mountain Phase 1 PUD project.*
- By performing this, this would allow removing the 24" ADS pipe and manholes on the west side of the RFTA lot as well as avoid the need for the piping and the drywell construction of the pipe. Inlets could be provided in the flowline of the Burning Mountain Avenue with ample sump depth to capture sediment and debris. The pedestrian crossing of Burning Mountain Avenue could be moved to be contiguous with the piping and the crossing paving could be replaced with a concrete crosswalk in lieu of striping and pavement patching.*
- R6. If it is determined that the drainage design is to be modified based on the comments outlined above, requiring installation of drainage facilities off of RFTA's property, outside of any existing drainage easement or right-of-way, RFTA will agree to install the required drainage facilities (assuming that the cost for the facilities is less than or equal to what is currently proposed to handle drainage on site) and will rely on the Town to secure the required easements.**
- C7. The extent of the removal and replacement of sidewalk for the construction of the handicap ramps and the entry onto Burning Mountain Avenue will need to be provided in order to properly define the security needed for public improvements. These improvements would need to be constructed in accordance to the applicable New Castle Public Works standards or a variance from such would need to be requested with the detailed design documents.*
- R7. Agreed. This will be further coordinated and detailed with the final drawings.**
- C8. Has there been a geotechnical report prepared and has there been a specific pavement design prepared for review?*
- R8. The parking lot surface is a temporary measure until the potential joint use plan for this site is developed, therefore no site specific geotechnical report is necessary. RFTA would like to minimize the surface investment that could be removed in the near future. We have proposed 3" of asphalt over 6" of Class 6 ABC for the pavement section.**

ADDITIONAL ISSUES CURRENTLY ANTICIPATED TO BE ADDRESSED PRIOR TO CONSTRUCTION

- C1. *For the 8' wide valley pan proposed at the entrance into the parking lot, where will the flow line be constructed for the valley pan? Should it not be offset (instead of centered) to allow drainage water to "flow through"? It seems that if the flow line is centered, the length of run will cause a reduction of slope and promoted ponding.*
- R1. We agree that the flowline should be offset and this will be included in our final design drawings.**
- C2. *The CDOT Access Permit will need to be provided along with the conditions of approval. The application will need to be revised or updated to reflect the conditions of approval. If those conditions substantially change the context of the proposed improvements and the application as presented and subsequently approved by P and Z and council, then it would be anticipated that the application, as revised would need to be revisited by one or both boards.*
- R2. RFTA's position is that an updated Access Permit would not be required. The existing Access Permit is for Burning Mountain Avenue which is a public right-of-way, therefore the existing permit is under the Town of New Castle and if a new access permit is required, the Town would be the applicant for a new permit. RFTA will apply to CDOT for a Special Use Permit for the trail connection and striping activities depicted in Plans that occur in CDOT ROW.**
- C3. *Specific locations (saw cut) and ties to the existing curb, gutter and sidewalk necessary to install all of the handicap ramps and the entry drive into the RFTA lot.*
- R3. Agreed. This will be further coordinated and detailed with the final drawings.**
- C4. *Specific details for construction of the drain inlets, storm drain lines, drywell storm manholes, etc...*
- R4. Agreed. The final drawings will include details for the installation of all proposed storm drainage facilities.**
- C5. *If the drywell continues to be an improvement desired of the plan, then the question as to whether or not the existence of the drywell causing structural concerns for the adjacent paving and improvements will need to be addressed.*
- R5. The drywell will need to be constructed deep enough to penetrate soils that will accept the storm water. A detail will be included in our final design drawings to show how to install the drywell to protect the subgrade. If the Town is able to obtain a drainage easement, the drywell will no longer be necessary.**
- C6. *Fence locations will need to be dimensioned and details for construction provided.*
- R6. Agreed. The final set of drawings will include fence locations, dimensions and details by Bluegreen.**
- C7. *Specific spot elevations for the stairway construction needs to be provided with details for construction of the stairs, landing and footings.*
- R7. Agreed. The final set of drawings will include specific spot elevations along with details for the construction of the stairs, landing and footings as needed. Please see attached for photos of RFTA's standard metal stairs which will be utilized at the Park and Ride.**

- C8. *Details for irrigation need to be provided. If tying onto the Town's distribution system, a detail for the irrigation tie will need to be provided to avoid cross connection concerns.*
- R8. **Details will be added to the final drawings and will include a meter pit with a backflow preventer. We will be utilizing the existing potable service for irrigation supply as there is not, to our knowledge, a non-potable source.**
- C9. *Specific details for how the handicap ramps are to be incorporated into the existing mountable curb, gutter and sidewalk will need to be provided. The current provided details are currently deficient in this regard.*
- R9. **Agreed. This will be further coordinated and detailed with the final drawings.**
- C10. *Expansion and control joint locations will need to be provided for the concrete improvements.*
- R10. **Agreed. The final drawings will include locations for expansion and control joints for all concrete improvements.**
- C11. *The pedestrian cross walk detail will need to be revised to reflect thermoplastic construction and will need to reflect the stripes to be 24" wide spaced at 48" O.C.*
- R11. **Agreed. The final drawings will include the revised crosswalk per this note.**
- C12. *If the 24" ADS pipe on the west side of the property line is to be constructed, there will need to be additional collaboration with the town staff and information necessary to assure that all rainfall events will be accommodated and that no rainfall events will cause any additional flow of water onto the adjacent lot.*
- R12. **The proposed grading does not allow any offsite drainage to enter the west lot. Curb and gutter along the west side of the parking lot will contain the drainage on site. Additional details will be added to the final drawings.**

Please let me know if you have any additional questions or need any additional information.

Regards,



Stephanie Helfenbein, E.I.
Project Engineer

Enc(s): Photos of: 6' Double Sided Privacy Fence, 4' Post and Rail Fence, Galvanized Steel Handrail, and Metal Stairs

Cc: RFTA-Nick Senn, Angela Kincade,
FARNSWORTH GROUP-Dave DiFulvio
SE-Yancy Nichol, Colby Christoff
BLUEGREEN-Samuel Baucum, Sheri Sanzone,
TOWN-Tim Cain



GDF
GREAT DIVIDE FENCING
970-927-7816

6' Double Sided Privacy Fence



4' Post and Rail Fence



Galvanized Steel Handrail



Metal Stairs



Memorandum

Subject: Supplemental Information for Town Council Meeting

Project: RFTA New Castle Park and Ride Project

Date: May 6, 2014

To: Town of New Castle: Tim Cain, Jeff Simonson, David McConaughy
RFTA: M Hermes, A Kincaide, A Skinner

From: RFTA: Nicholas A. Senn, Project Manager

Attached are our current plans and engineers opinion of probable costs for the proposed New Castle Park and Ride to be constructed this summer. We have not advanced the drainage improvements requested by the Town because we understand that the Town is still under negotiations with adjacent property owners to obtain drainage easements. These current plans to not differ substantially from our Conditional Use Permit Application originally submitted earlier in March

We are presenting the IGA revised by the Town Attorney to the RFTA Board on May 8th with several conditions to be worked out between Staff's.

Please contact me if you have any questions.

Commonwealth Title Company of Garfield County, Inc.

127 E. 5th Street
Rifle, CO 81650
Phone (970) 625-3300 / Fax (970) 625-3305

1322 Grand Avenue
Glenwood Springs, CO 81601
Phone (970) 945-4444 / Fax (970) 945-4449

Date: April 29, 2014

File No. 1404077

Property Address: 774 Burning Mountain Avenue, New Castle

Roaring Fork Transportation Authority
Email: askinner@rfa.com

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

File No. 1404077

1. Effective Date: **April 21, 2014 at 7:59 AM**
2. Policy or Policies to be issued:

(a) ALTA OWNER POLICY (ALTA 6-17-06)

\$0.00

Proposed Insured:

(b) ALTA LOAN POLICY (ALTA 6-17-06)

Proposed Insured:

3. The Estate or interest in the land described or referred to in the Commitment and covered herein is Fee Simple and is at the effective date hereof vested in:

Roaring Fork Transportation Authority

4. The land referred to in this Commitment is situated in the County of Garfield, State of Colorado and described as follows:

Lot C1

Burning Mountain Planned Unit Development

According to the plat recorded July 20, 1994 as Reception No. 466077

TITLE CHARGES

Owner's Policy Standard Coverage

\$100.00

COUNTERSIGNED: Patrick Burrell
Authorized Officer or Agent

Valid Only if Schedule B and Cover Are Attached

American Land Title Association
Schedule A
(Rev'd 6-06)

Issuing Agent:
Commonwealth Title Company of Garfield County, Inc.
127 East 5th Street Rifle, CO 81650

SCHEDULE B - SECTION 1

The Following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded to the office of the Clerk and Recorder of the County in which said property is located.

This commitment is for informational purposes only and no policy will be issued.

DISCLOSURES

Colorado Division of Insurance Regulation 3-5-1, Article 7, Paragraph G requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed." Provided Commonwealth Title Insurance Company of Garfield County, Inc. conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

NOTE: Exception No. 4 of Schedule B - Section 2 of this Commitment may be deleted from the Owner's Policy to be issued hereunder upon compliance with the following conditions:

- A. The land described in Schedule A of this Commitment must be a single family residence, which includes a condominium or townhouse unit.
- B. No labor or materials may have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive appropriate affidavits indemnifying the Company against all unfilled mechanic's and materialmen's liens.
- D. Any deviation from conditions A through C above is subject to such additional requirements or information as the Company may deem necessary; or, at its option, the Company may refuse to delete the exception.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Pursuant to C.R.S. §10-11-122, notice is hereby given that:

- A) The subject real property may be located in a special taxing district.
- B) A Certificate of Taxes Due listing each taxing jurisdiction may be obtained from the County Treasurer's authorized agent.
- C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.
- D) The company will not issue its policy of policies of title insurance contemplated by the commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

C.R.S. §30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Pursuant to C.R.S. §10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

If the transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. §39-22-604.5 (Nonresident withholding).

Pursuant to C.R.S. §38-35-125(2), no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

C.R.S. §39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

COMMONWEALTH TITLE COMPANY PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

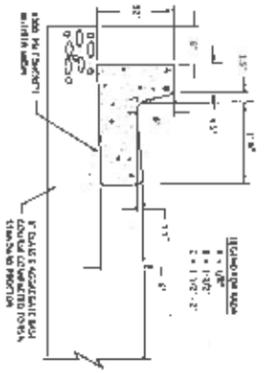
We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

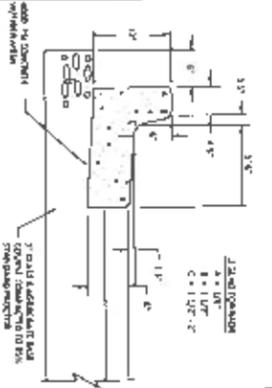
Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

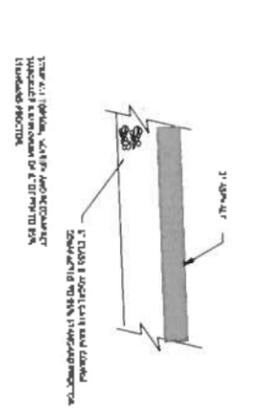
We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



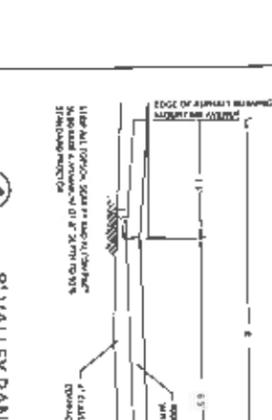
1 STANDARD CATCH CURB
N.T.S.



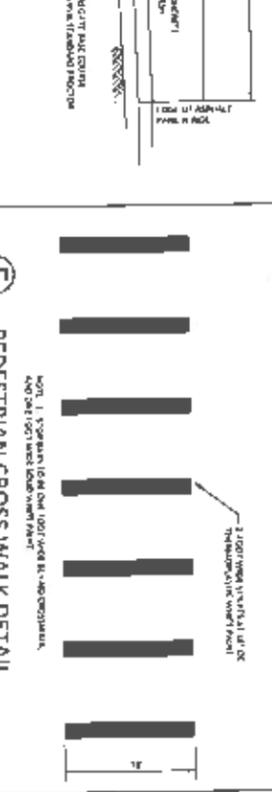
2 STANDARD SPILL CURB
N.T.S.



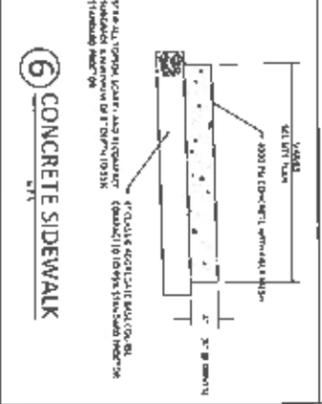
3 ASPHALT DRIVE AND PARKING
N.T.S.



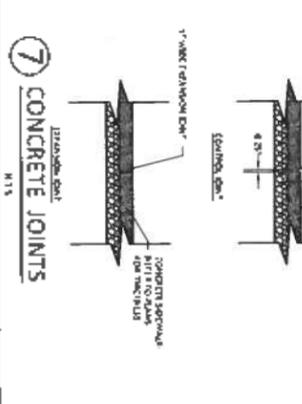
4 8' VALLEY PAN
N.T.S.



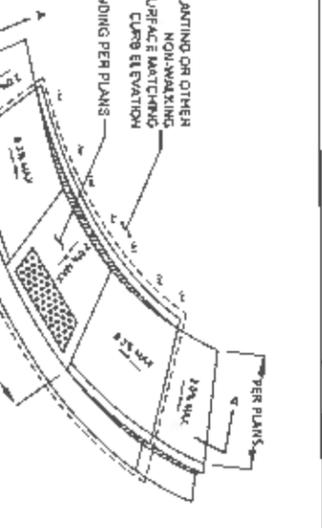
5 PEDESTRIAN CROSS WALK DETAIL
N.T.S.



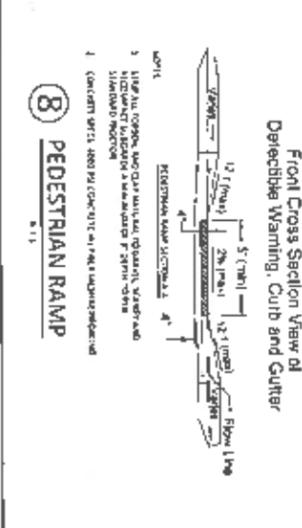
6 CONCRETE SIDEWALK
N.T.S.



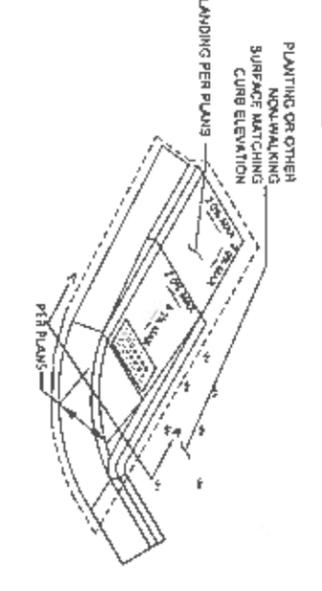
7 CONCRETE JOINTS
N.T.S.



8 PEDESTRIAN RAMP
N.T.S.



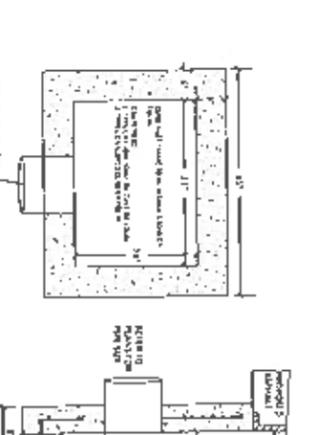
9 PEDESTRIAN RAMP
N.T.S.



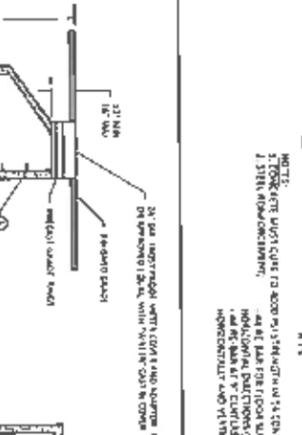
10 MODIFIED TYP 13 INLET DETAIL
N.T.S.



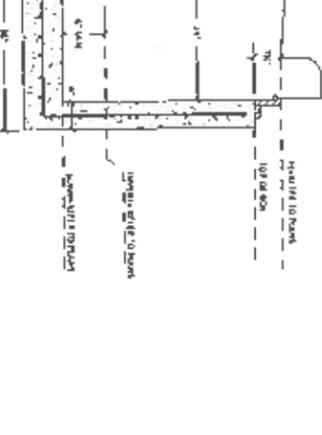
11 STORM MANHOLE DETAIL
N.T.S.



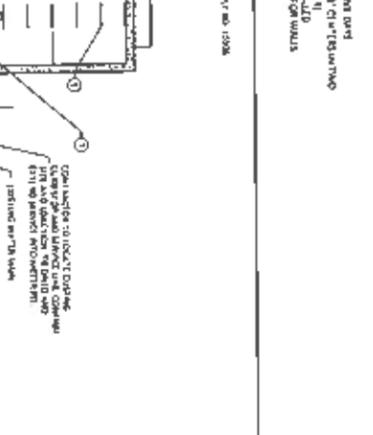
12 DRYWELL DETAIL
N.T.S.



13 IRRIGATION METER PIT
N.T.S.



14 TRENCH CROSS-SECTION FOR ADS OR CMP CULVERTS
N.T.S.



15 TRENCH CROSS-SECTION FOR ADS OR CMP CULVERTS
N.T.S.

DESIGNED BY	INITIALS	DATE
DRAWN BY		
CHECKED BY		

SOPRIS ENGINEERING, LLC.
CIVIL CONSULTANTS
300 MAIN STREET
CARBONDALE, CO 81625
(810) 704-4731
FAX: (970) 704-0353

REVISION	BY	DATE
1	TMB	05-06-14

NEW CASTLE PARK AND RIDE
TOWN OF NEW CASTLE, COLORADO
SITE DETAILS
CONDITIONAL USE PERMIT SUBMITTAL

DATE: 02-11-2014
JOB NO: 13104
SHEET: 03

**INTERGOVERNMENTAL AGREEMENT
NEW CASTLE PARK AND RIDE**

This Agreement (“IGA”) is entered into this ___ day of _____, 2014, by and between the Roaring Fork Transportation Authority, whose address is 2307 Wulfsohn Road, Glenwood Springs, Colorado 81601 (“RFTA”) and the Town of New Castle, a Colorado Home Rule municipality whose address is P.O. Box 90, New Castle, CO 81647 (the “Town”);

W I T N E S S E T H:

WHEREAS, RFTA is the owner of certain real property in New Castle described as Lot C-1, Burning Mountain PUD, Phase 1 (the “Property”); and

WHEREAS, RFTA has applied to the Town for a Special Use Permit for a “park and ride” bus facility on the Property in connection with public bus service provided by RFTA; and

WHEREAS, the New Castle Planning Commission considered RFTA’s application at a duly-noticed public hearing on April 9, 2014, and recommended approval to the Town Council subject to various conditions as set forth in Resolution PZ 2014-2; and

WHEREAS, the New Castle Town Council considered the application and the recommendation of the Planning Commission and voted to approve the application at a public meeting held on May 20, 2014, subject to conditions set forth in Resolution TC 2014-15 (the “Town Council Resolution”), including a condition that RFTA and the Town enter into this IGA; and

WHEREAS, the RFTA Executive Board considered the terms of this IGA at a public meeting held on June 12, 2014, and voted to authorize its Chairman to execute this IGA on behalf of RFTA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as affirmative and material representations and acknowledgements of the parties.
2. Application Contents. For purposes of this IGA the “Application” includes all those documents and information identified as part of the application in the resolutions of the Planning Commission and Town Council, including but not limited to any additional information presented or statements made by the applicant and reflected in the minutes at the public hearing before the Planning Commission and at the public meeting of the Town Council.
3. License for Use of Town Open Space. Pursuant to the authority set forth in Section 12.20.100 of the Town Code, RFTA is hereby granted a license to install, maintain (to the extent of its interest), use, repair and replace certain improvements within the public open space and utility easement lying adjacent to and generally north of the Property as shown on the

final plat of Burning Mountain PUD, Phase 1, recorded with the Garfield County Clerk and Recorder on July 20, 1994, as Reception No. 466077 (the “Final Plat”).

A. *Public Improvements Authorized.* The Public Improvements subject to this license are described in the Application and include a pedestrian path, stairs, an ADA-compliant ramp for persons with disabilities, landscaping, drainage improvements, and irrigation systems. The specific improvements authorized are those described on Exhibit A attached hereto (the “Offsite RFTA Improvements”). RFTA shall be solely responsible to maintain, repair and replace all such Offsite RFTA Improvements, including but not limited to irrigation, weed control and snow removal. RFTA shall repair the trail section for the benefit of the Town as depicted on Exhibit A but shall have no maintenance responsibility. RFTA shall bear no responsibility for any sewer lines located off the RFTA Property.

B. *Subordination to Town’s Rights.* The license granted herein shall be subordinate to the Town’s rights to install, use, maintain, repair and replace utilities within the easement area including but not limited to an existing sewer line. If the Town needs to perform excavation or other work within the easement, barring an emergency or other exigent circumstances, the Town shall make reasonable efforts to give RFTA advance notice of any such work and to take such reasonable steps as may be practical without added expense to minimize any disturbance to the Offsite RFTA Improvements. The Town shall have no liability resulting from any disturbance to the Offsite RFTA Improvements resulting from any such utility work.

C. *Insurance.* For so long as this license remains in effect, RFTA agrees to maintain property insurance covering the license area and the Property with coverage at least equal to the limits of liability under the Colorado Governmental Immunity Act and with the Town named as an additional insured party. RFTA shall provide a certificate of insurance to the Town evidencing such coverage upon request but no less often than annually.

D. *Term of License.* The license granted herein shall be terminable by either party upon written notice of not less one (1) year. If the Town terminates the license then RFTA shall have no further responsibility to restore the license area, and any remaining improvements therein shall be deemed to be the property of the Town.

4. Public Improvements. All improvements to be dedicated to the Town (the “Public Improvements”), if any, shall be shown on the final construction plans, which shall be subject to review and approval of the Town Engineer prior to any grading or construction work on the Property. Pursuant to Chapter 16.32 of the Town Code, RFTA shall provide a performance guaranty for the construction of all such improvements by requiring the contractor to post a performance bond naming the Town as an additional beneficiary. The Town Administrator shall have the discretion to accept and approve an alternative security arrangement if reasonably requested by RFTA after the effective date of this Agreement without further authorization by the Town Council.

A. *Observation and Inspection.*

- i. Pre-Construction Meeting. RFTA shall hold a pre-construction meeting between the Town Engineer and RFTA's engineer and contractor for the purpose of discussing all construction issues that will be required for this project.
- ii. Construction Inspection by RFTA. RFTA shall be responsible for ensuring that its licensed professional engineer provides construction inspection services as necessary to allow RFTA's engineer to provide a stamped certification, when improvements are submitted to the Town for acceptance, that the public Improvements have been constructed in accordance with the Plans and Specifications approved by the Town.
- iii. Construction Observation by the Town. The Town shall have the right to make engineering inspections at reasonable intervals and at RFTA's expense during construction of the Public Improvements. Observation, acquiescence in or approval by any engineering inspector of the construction of any physical facilities, at any particular time, shall not constitute Town acceptance of any Public Improvements. Town approvals shall be made only after completion of construction and in the manner hereinafter set forth. To assist the Town in monitoring the installation of the Public Improvements, a supervisor employed by RFTA shall inspect the Public Improvements on at least a weekly basis, and shall provide the Town Engineer with supervisor's field and inspection notes relating to the installation of the Public Improvements. The supervisor shall regularly apprise the Town Engineer of the status of the work on the Public Improvements. Further, RFTA at its own expense shall have an approved geotechnical engineer monitor the methods of construction and backfill to ensure such work is being completed in conformance with the approved plans and specifications and accepted standards for such work. The Town agrees to respond to requests for interim inspections in a timely manner and to respond not later than ten (10) business days after a request for a final inspection. Nothing in this paragraph shall be construed to constitute an acceptance by the Town of the Public Improvements, which approval and acceptance shall only occur pursuant to subparagraphs (B) and (C) below.

B. *Completion of Public Improvements; Approval.* RFTA shall complete all Public Improvements no later than November 1, 2015. Said period may be extended in writing by Town staff for a period of up to six (6) months, provided the contractor's performance bond or alternative security approved in accordance with this Agreement remains in place. Upon the completion of construction of the Public Improvements, RFTA or its engineer shall certify in writing that the improvements have been completed in conformance with the final approved plans and specifications and submit to the Town a completed acceptance checklist utilizing a form approved by the Town. Thereafter, and within ten (10) business days after a request for final inspection, the Town Engineer shall inspect the Public Improvements and notify the parties in writing and with specificity of their conformity or lack thereof to the plans and specifications. RFTA shall make all corrections necessary to bring the Public Improvements into conformity

with the approved plans and specifications. RFTA shall at its expense have "as-built" drawings prepared by a professional engineer and a registered land surveyor, which drawings shall include all legal descriptions the Town may require. RFTA shall also prepare a summary of the actual construction costs of all Public Improvements to be dedicated to the Town. The "as-built" drawings and costs summary shall be forwarded to the Town for review and approval. Once the as-built drawings and costs summary are approved, and any and all corrections are completed, the Town Engineer shall promptly notify the parties in writing that all Public Improvements are in conformity with the plans and specifications, and the date of such notification shall be known as the "Engineering Acceptance Date." The Town shall be under no obligation to provide any water service until all water-related Public Improvements (if any) are brought into conformance with the approved plans and specifications as determined by the Town Engineer.

C. Town Council Acceptance; Conveyance. Within thirty (30) days of the Engineering Acceptance Date, RFTA shall execute a bill of sale conveying any portion of the Public Improvements constituting personal property to the Town, free and clear of all liens and encumbrances. The matter shall be submitted to the Town Council for final acceptance in accordance with the procedures set forth in Section 16.32.020 of the Town Code. The effective date of any resolution of acceptance under said section shall be known as the "Final Acceptance Date." In light of the fact that RFTA is a public entity of which the Town is a member, the Town Council hereby waives any requirement for the provision of additional collateral to secure warranty obligations pursuant to Section 16.32.020(B) of the Town Code.

D. Warranty. RFTA shall assign to Town simultaneous with the Bill of Sale any contractor warranties with regard to all Public Improvements and facilities conveyed to the Town pursuant to this IGA for a period of two (2) years from the Final Acceptance Date. RFTA shall also warrant all landscaping improvements regardless of whether they are to be dedicated to the Town for two (2) years after planting. RFTA shall make a good faith effort to obtain contractor warranties as follows:

- i. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- ii. Any and all facilities so conveyed shall be free of any defects in materials or workmanship for a period of two (2) years, as stated above; and
- iii. The title conveyed shall be good and its transfer rightful.

6. Water. The estimated water usage for the Property in connection with the uses described in the Application is 2.1 EQRs. RFTA shall pay the water tap fee required by the Town Code prior to construction.

7. Snow Removal. RFTA agrees and acknowledges its responsibility for snow storage and removal pursuant to Chapter 12.08 of the Town Code.

8. Fees and Expenses. RFTA agrees to reimburse the Town for any and all fees and expenses actually incurred by the Town in connection with or arising out of the development

approvals referenced in Resolution TC 2014-15 and this IGA, including without limitation all of the Town's planning, engineering, surveying, and legal costs, copy costs, recording costs, and other expenses. RFTA shall pay all such fees shown on the then-current invoices of the Town before recording of the SIA. RFTA shall have no obligation to pay for any fees associated with fees incurred by Town Consultants to evaluate alternative drainage improvement options offsite during the pendency of the Application, which the Town has determined not to pursue at the present time. All fees billed to RFTA shall be specifically itemized with regard to the actual work performed. RFTA's engineer will design the final agreed upon design, and RFTA's contractor will construct the improvements.

9. Voluntary Agreement. Notwithstanding any provision of the Town Code, this IGA is the voluntary and contractual agreement of RFTA and the Town. RFTA agrees that all terms and conditions of this IGA, including specifically the payment of fees, the dedication of real or personal property, and the completion of infrastructure improvements, and all terms and conditions of Resolution TC 2014-15 are agreed to and constitute the voluntary actions of RFTA.

10. Breach by RFTA; Town's Remedies. In the event of any default or breach by RFTA of any term, condition, covenant or obligation under this Agreement, the Town Council shall be notified immediately. The Town may take such action as it deems necessary to protect the public health, safety, and welfare; to protect lot buyers and builders, and to protect the citizens of the Town from hardship. The Town's remedies include:

- A. The refusal to issue to RFTA any building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the Town until after the affidavit described below has been recorded;
- B. The recording with the Garfield County Clerk and Recorder of an affidavit, approved in writing by the Town Attorney and signed by the Town Administrator or his designee, stating that the terms and conditions of this Agreement have been breached. At the next regularly scheduled Town Council meeting, the Town Council shall either approve the filing of said affidavit or direct the Town Administrator to file an affidavit stating that the default has been cured. Upon the recording of such an affidavit, no further permits shall be issued, and the Property shall not be sold, encumbered or conveyed to any third party. An affidavit signed by the Town Administrator or his designee and approved by the Town Council stating that the default has been cured shall remove this restriction;
- C. A demand on the security given for the completion of the Public Improvements including a demand against the contractor's bond;
- D. The refusal to consider further development plans within the Property; and/or
- E. Any other remedy available at law.

Unless necessary to protect the immediate health, safety, and welfare of the Town or Town residents, the Town shall provide RFTA ten (10) days' written notice of its intent to take any

action under this paragraph during which ten-day period RFTA may cure the breach described in said notice and prevent further action by the Town. Furthermore, unless an affidavit as described above has been recorded with the Garfield County Clerk and Recorder, any person dealing with RFTA shall be entitled to assume that no default by RFTA has occurred hereunder unless a notice of default has been served upon RFTA as described above, in which event RFTA shall be expressly responsible for informing any such third party of the claimed default by the Town.

11. Assignment. This Agreement may not be assigned by RFTA without the prior written consent of the Town, which consent shall not be unreasonably withheld and shall be based upon the financial capability of the proposed assignee to perform the terms of this Agreement. In the event RFTA desires to assign its rights and obligations herein, it shall so notify the Town in writing together with the proposed assignee's written agreement to be bound by the terms and conditions contained herein.

12. Waiver of Defects. In executing this Agreement, RFTA waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on RFTA as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

13. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

15. Invalid Provision. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then the remainder of this Agreement shall be interpreted to as fully as possible give force and effect to the intent of the parties as evidenced by the original terms and conditions of this Agreement, including the invalidated provision.

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

17. Attorneys' Fees; Survival. Should this Agreement become the subject of litigation to resolve a claim of default in performance, to the extent permitted by law the prevailing party shall be entitled to attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys shall survive any termination of this Agreement.

18. Authority. Each person signing this Agreement represents and warrants that he is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

20. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective three (3) mail delivery days after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to Town:

Town of New Castle
P. O. Box 90
New Castle, CO 81647
Phone (970) 984-2311
FAX (970) 984-2312

with a copy to:

David H. McConaughy, Esq.
Garfield & Hecht, P.C.
420 Seventh Street, Suite 100
Glenwood Springs, CO 81601
Phone (970) 947-1936
FAX (970) 947-1937

Notice to RFTA:

RFTA Chief Executive Officer
2307 Wulfsohn Road
Glenwood Springs, Colorado 81601
Phone (970) 384-4982
Fax (970) 384-4870

with copies to:

RFTA Chief Counsel
Director and Assistant Director, Project
Management & Facilities Operations

2307 Wulfsohn Road
Glenwood Springs, Colorado 81601
Phone (970) 384-4982
Fax (970) 384-4870

WHEREFORE, the parties hereto have executed duplicate originals of this Agreement on the day and year first written above.

TOWN OF NEW CASTLE, COLORADO

ROARING FORK TRANSPORTATION
AUTHORITY

Bob Gordon, Mayor

Attest: _____
Town Clerk

Dan Blankenship, Executive Director

**TOWN OF NEW CASTLE, COLORADO
RESOLUTION NO. TC 2014-15**

A RESOLUTION OF THE NEW CASTLE PLANNING AND ZONING
COMMISSION RECOMMENDING CONDITIONAL APPROVAL OF A
SPECIAL USE PERMIT FOR A PARK AND RIDE BUS FACILITY.

WHEREAS, the Roaring Fork Transportation Authority (hereinafter “Applicant” or “RFTA”) is seeking a Conditional Use Permit for Lot C-1 of the Burning Mountain PUD, Phase 1, (hereinafter the “Property”) located in the Commercial/Retail district of the Burning Mountain PUD, Phase 1, zone to permit a “park and ride” facility to be used in connection with public bus service provided by RFTA; and

WHEREAS, pursuant to § 17.108.030 of the Town’s Municipal Code the uses proposed by Applicant are special review uses in the Commercial/Retail zone district, which are processed under the conditional use guidelines pursuant to Section 17.04.050 of the Town Code; and

WHEREAS, the Planning Commission held a duly-noticed public hearing on April 9, 2014, after which the Planning Commission passed Resolution No. PZ 2014-2 recommending that the Town Council approve the application subject to certain conditions stated therein; and

WHEREAS, pursuant to Municipal Code § 17.84.050 the Town Council hereby finds that the application:

1. is eligible for review under Section 17.84.040;
2. is generally compatible with adjacent land uses;
3. meets all requirements of Section 17.84.020, is in compliance with this title and minimizes potential adverse impact of the conditional use on adjacent properties and traffic flow;
4. is consistent with the comprehensive plan; and
5. the Town has the capacity to serve the proposed use with water, sewer, fire and police protection.

NOW, THEREFORE, BE IT RESOLVED BY THE NEW CASTLE TOWN COUNCIL AS FOLLOWS:

1. Recitals Incorporated by Reference. The foregoing recitals are incorporated by reference herein as findings and determinations of the Town Council.
2. Application. The “Application” consists of the documents and materials submitted by the Applicant as listed on Exhibit A hereto.
3. Approval. The Town Council approves the Application subject to the conditions set forth below.

4. Conditions.

A. In addition to the items listed on Exhibit A, all representations of the Applicant made verbally or in written submittals presented to the Town in conjunction with the Application and before the Planning Commission or Town Council shall be considered part of the Application and binding on the applicant.

B. The Applicant shall reimburse the Town for any and all expenses incurred by the Town regarding this approval, including without limitation all costs incurred by the Town's outside consultants such as legal, planning, and engineering costs.

C. The proposed pedestrian path within the Town's open space and utility easement shall be subject to a license to encroach meeting the requirements of Section 12.20.100 of the Town Code.

D. The Town and RFTA shall enter into an intergovernmental agreement ("IGA") in the form attached hereto as Exhibit B. The Mayor and Town Clerk are authorized to execute the IGA on behalf of the Town. The Town Administrator is authorized to approve the final exhibit to the IGA identifying specific improvements within the Town open space easement to be owned and maintained by RFTA without further authorization by Town Council.

E. RFTA shall comply with any permits required by other governmental agencies including but not limited to the Colorado Department of Transportation, if applicable.

H. The site plan shall be revised to depict adequate onsite snow storage areas as determined by the Town Engineer and/or Public Works Director.

I. The privacy fence shall be constructed in accordance with the description at Paragraph R1 of the March 21, 2014 response memo from Sopris Engineering to the Town Engineer ("Response Memo").

J. Handrails shall be constructed as described in Paragraph R4 of the Response Memo.

K. Except as modified herein, the Applicant shall comply with its representations and agreements in the Response Memo and the revised plan set dated May 6, 2014, prepared by Sopris Engineering. Any further "final drawings" as proposed in the Response Memo shall be subject to review and approval by the Town Engineer prior to the issuance of a special review use permit.

THIS RESOLUTION was adopted by the New Castle Town Council by a vote of to on the 20th day of May, 2014.

NEW CASTLE TOWN COUNCIL

By: _____
Bob Gordon, Mayor

ATTEST:

Town Clerk

Exhibit "A"

1. Development Application
2. Checklist: Conditional Use Application (CUP)
3. Warranty Deed with Exhibit "A"
4. Burning Mountain Phase 1 PUD Subdivision Final Plat
5. Declaration of Protective Covenants for Burning Mountain PUD
6. Subdivision Improvements Agreement
7. Amended Certificate of Dedication and Ownership – Burning Mountain PUD
8. Amendment to Subdivision Improvements Agreement
9. Petition for Annexation and Annexation Agreement
10. Lot C1 Survey
11. New Castle Zoning Map
12. Horizontal and Geometric Layout
13. Grading Plan
14. Site Details
15. Planting Plan
16. Lighting Plan with legend, plan and fixture cut sheets/pictures and calculations.
17. Drainage Report
18. Drainage Basin Plan
19. Project Summary
20. CUP Code responses
21. List of property Owners within 250 feet
22. Response to RFTA CUP Review Memo from SGM date 2/19/14
23. Response to RFTA CUP Staff Preliminary Report dated 2/28/14
24. Supplemental Information dated May 6, 2014