



William Guman & Associates, Ltd.

Bill Guman, PLA, ASLA, APA | Principal

Colorado Springs City Councilman 1993-2001
Colorado Springs Planning Commissioner 1992-1993
Regional Building Commissioner 1997-2001

URBAN PLANNING | COMMUNITY DESIGN | LANDSCAPE ARCHITECTURE | ENTITLEMENT

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AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS
AMERICAN PLANNING ASSOCIATION



May 7, 2021

Mr. Kevin O'Neil
The O'Neil Group
555 E. Pikes Peak Avenue, Ste. 120
Colorado Springs, CO

Via email

Subject: Meadow Lake Industrial Park I-3 Heavy Industrial Rezoning | Conflict of Interest

Dear Kevin,

This is to inform you that William Guman & Associates, Ltd., has a conflict of interest regarding the rezone of a portion of the *Meadow Lake Industrial Park* from I-2: *Light Industrial* to I-3: *Heavy Industrial*. Regretfully, William Guman & Associates, Ltd. cannot represent **Meadow Lake Industrial Park [MLIP]** as planners specifically for an I-3 rezone application. Guman's original agreement with GRR Partners, Kevin O'Neil, and the Dorothy B. Ventimiglia Trust was to pursue CS, I-2, and GA-O zoning for MLIP. We have no agreement to pursue I-3 rezoning for MLIP.

As you know, William Guman & Associates, Ltd., is the planning consultant and applicant for the *Saddlehorn Ranch* subdivision adjacent to MLIP. Bill Guman is also president of the *Saddlehorn Ranch Metropolitan District 1 through 3*. Saddlehorn Ranch owners supported the CS-Commercial Services and I-2: *Light Industrial* with a GA-O: *General Aviation Overlay* rezoning effort originally sought by MLIP, as the allowed uses in the CS and I-2 zone districts were deemed compatible with Saddlehorn Ranch.

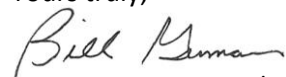
When a variance application to allow a heavy industrial use was submitted to El Paso County on a parcel immediately across from Saddlehorn Ranch on Judge Orr Road, Saddlehorn Ranch opposed that application at the June 23, 2021 Board of County Commissioners public hearing on the basis that *any* heavy industrial use was incompatible with Saddlehorn Ranch's *RR-2.5: Rural Residential* zoning. William Guman & Associates, Ltd., represented Saddlehorn Ranch at the BoCC hearing for that successful opposition effort.

Saddlehorn Ranch Metropolitan District 1 through 3 also provided El Paso County with a *Will Serve* letter (copy attached) to offer domestic treated water to MLIP specifically for "commercial and light industrial" uses within a *General Aviation Overlay* zone district. The Metro District board's decision to provide this

letter was to facilitate approval of “commercial services and light industrial” rezoning of MLIP and upon the District’s capacity to provide adequate water for uses in those zone districts. However, the Saddlehorn Ranch Metro District 1-3 does not have the capacity to supply water for uses typically associated with I-3: Heavy Industrial zoning. As such, the District will be unable to meet increased water demands for I-3 zoning.

William Guman & Associates, Ltd. will provide you and/or another consultant of your choosing with planning documents prepared by Guman for the CS, I-2, and GA-O rezone application pursuant to our original agreement. We welcome the opportunity to work with you should you decide to resume the I-2 rezone application at MLIP and on other planning and development endeavors.

Yours truly,



William Guman, PLA/ASLA/APA
Principal

Attachment; Saddlehorn Ranch Metro District Will Serve Letter

SADDLEHORN RANCH METROPOLITAN DISTRICT NOS. 1-3
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122

January 25, 2021

Nina Ruiz, Planning Manager
El Paso County Planning & Community Development
2880 International Circle
Colorado Springs, CO. 80910

RE: Saddlehorn Ranch Metropolitan District Nos. 1-3 – Conditional Will Serve letter for Meadow Lake Industrial Park, Falcon/Peyton, CO

Dear Ms. Ruiz:

This Conditional Will Serve Letter is to confirm that **Saddlehorn Ranch Metropolitan District Nos. 1-3** (collectively, the “Districts”) expect to have an adequate water supply, and hereby conditionally offer to be a primary service provider for water to serve the 250-acre Meadow Lake Industrial Park development at Curtis Road and Falcon Highway, Falcon/Peyton, CO (the “Property”).

Our conditional willingness to provide treated water is based upon our understanding that the project is to be primarily comprised of up to 250 acres of commercial and light industrial proposed within a General Aviation Overlay District.

The terms of future service are conditioned upon compliance by William Guman & Associates (the “Applicant”) and/or the owners of the Property, the Dorothy B. Ventimiglia Trust, Kevin O’Neil, and GRR Partners Inc. (collectively, the “Owners”), with all state and local statutory rules and regulations of the District, and is subject to the approval of the Districts’ Boards of Directors. Additionally, the terms of future service are conditioned upon the inclusion of the Property into one of the Districts.

The services offered in this letter shall be expressly conditioned upon the payment of all fees as established in the Districts’ then current Rules and Regulations.

The Applicant and/or the Owners shall pay for all costs to design, construct, and install any and all infrastructure, and acquire any easements, required or deemed necessary by the Districts to provide Service to the Property (including but not limited to: service taps, service lines, mainlines or any other improvements and facilities required, including any permits or improvements required by El Paso County). The Applicant shall design all such infrastructure according to the Districts’ design standards and in accordance with the Districts’ Rules and Regulations. Further, the Applicant or Owners shall reimburse the Districts for any and all costs the Districts incur related to their review of the infrastructure design, construction and installation, including reimbursement of its engineers and consultants.

Service will be provided to the Property subject to and conditioned upon the terms of the Districts' Rules and Regulations, as amended from time to time, and the payment of all fees, rates and charges imposed thereunder. This conditional will serve commitment shall run only to the Property and shall not be transferable or assignable in any manner whatsoever.

This Conditional Will Serve Letter shall automatically expire if the conditions above described are not satisfied within 24 months from the date of this letter, unless otherwise renewed by the Districts in writing.

Please do not hesitate to contact us with any questions regarding this Will Serve letter. Thank you.

Yours truly,

A handwritten signature in cursive script that reads "Bill Guman".

Bill Guman, President

Saddlehorn Ranch Metropolitan District Nos. 1-3