

# EROSION AND STORMWATER QUALITY CONTROL PERMIT (ESQCP) EL PASO COUNTY APPLICATION AND PERMIT

EPC Project Number: PPR2225

**APPLICANT INFORMATION**

**PERMIT NUMBER**

Owner Information	
Property Owner	Kum and Go, L.C.
Applicant Name (Permit Holder)	Robert Fiebig
Company/Agency	Kum and Go, L.C.
Position of Applicant	Site Development Manager
Address (physical address, not PO Box)	1459 Grand Ave.
City	Des Moines
State	Iowa
Zip Code	50309
Mailing address, if different from above	
Telephone	515-457-6389
FAX number	
Email Address	robert.fiebig@kumandgo.com
Cellular Phone number	
Contractor/Operator Information	
Name (person of responsibility)	Lee Hollatz
Company	The Hansen Company, Inc.
Address (physical address, not PO Box)	5665 Greendale Road, Suite A
City	Johnston
State	Iowa
Zip Code	50131
Mailing address, if different from above	
Telephone	515-270-1117
FAX number	
Email Address	leeh@hansencompany.com
Cellular Phone number	515-229-5291
Erosion Control Supervisor (ECS)*	Larry Lee at Raw Land Detailing
ECS Phone number*	719-661-4499
ECS Cellular Phone number*	719-661-4499

\*Required for all applicants. May be provided at later date pending securing a contract when applicable.

**PROJECT INFORMATION**

Project Information	
Project Name	Kum and Go Gas and C-Store
Legal Description	Parcel A: Lot 2, Pedrick-Eckerd Filing No. 3. County of El Paso, State of Colorado.
Address (or nearest major cross streets)	304 Main Street
Acreage (total and disturbed)	Total: 1.29 acres Disturbed: 1.20 acres
Schedule	Start of Construction: TBD Completion of Construction: TBD Final Stabilization: TBD
Project Purpose	Kum & Go convenience store with 6 MDP fueling canopy and it's associated parking, landscape and drive aisles.
Description of Project	Site is located at the intersection of Main Street and Security Boulevard. Proposed site entrances are located off both Main St and Security Blvd. New sidewalks are provided from the main entry of the store to Security Blvd. New Utilities are required to serve the new store building. Sewer,
Tax Schedule Number	6511415042

**FOR OFFICE USE ONLY**

The following signature from the ECM Administrator signifies the approval of this ESQCP. All work shall be performed in accordance with the permit, the El Paso County Engineering Criteria Manual (ECM) Standards, City of Colorado Springs Drainage Criteria Manual, Volume 2 (DCM2) as adopted by El Paso County Addendum, approved plans, and any attached conditions. The approved plans are an enforceable part of the ESQCP. Construction activity, except for the installation of initial construction BMPs, is not permitted until issuance of a Construction Permit and Notice to Proceed.

Signature of ECM Administrator: \_\_\_\_\_



Date \_\_\_\_\_

## **1.1 REQUIRED SUBMISSIONS**

In addition to this completed and signed application, the following items must be submitted to obtain an ESQCP:

- Permit fees;
- Stormwater Management Plan (SWMP) meeting the requirements of DCM2 and ECM either as part of the plan set or as a separate document;
- Operation and Maintenance Plan for any proposed permanent stormwater control measures; and
- Signed Private Detention Basin/Stormwater Quality Best Management Practice Maintenance Agreement and Easement, if any permanent stormwater control measures are to be constructed.

## **1.2 RESPONSIBILITY FOR DAMAGE**

The County and its officers and employees, including but not limited to the ECM Administrator, shall not be answerable or accountable in any manner for damage to property or for injury to or death of any person, including but not limited to a permit holder, persons employed by the permit holder, or persons acting in behalf of the permit holder, from any cause. The permit holder shall be responsible for any liability imposed by law and for damage to property or injuries to or death of any person, including but not limited to the permit holder, persons employed by the permit holder, persons acting in behalf of the permit holder, arising out of work or other activity permitted and done under a permit, or arising out of the failure to perform the obligations under any permit with respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work or other activity, or at any subsequent time work or other activity is being performed under the obligations provided by and contemplated by the permit.

The permit holder shall indemnify, save, and hold harmless the County and its officers and employees, including but not limited to the BOCC and ECM Administrator, from all claims, suits or actions of every name, kind and description brought for or on account of damage to property or injuries to or death of any person, including but not limited to the permit holder, persons employed by the permit holder, persons acting in behalf of the permit holder and the public, resulting from the performance of work or other activity under the permit, or arising out of the failure to perform obligations under any permit with respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work or other activity, or at any subsequent time work or other activity is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by state law. The permit holder waives any and all rights to any type of expressed or implied indemnity against the County, its officers or employees. It is the intent of the parties that the permit holder will indemnify, save, and hold harmless the County, its officers and employees from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault of or negligence, whether active or passive, primary or secondary, on the part of the County, the permit holder, persons employed by the permit holder, or persons acting in behalf of the permit holder

**1.3 APPLICATION CERTIFICATION**

We, as the Applicants or the representative of the Applicants, hereby certify that this application is correct and complete as per the requirements presented in this application, the El Paso County Engineering Criteria Manual, and Drainage Criteria Manual, Volume 2 and El Paso County Addendum.

We, as the Applicants or the representatives of the Applicants, have read and will comply with all of the requirements of the specified Stormwater Management Plan and any other documents specifying stormwater best management practices to be used on the site, including permit conditions that may be required by the ECM Administrator. We understand that the stormwater control measures are to be maintained on the site and revised as necessary to protect stormwater quality as the project progresses. We further understand that a Construction Permit must be obtained and all necessary stormwater quality control measures are to be installed in accordance with the SWMP, the El Paso County Engineering Criteria Manual, Drainage Criteria Manual, Volume 2 and El Paso County Addendum before land disturbance begins and that failure to comply will result in a Stop Work Order and may result in other penalties as allowed by law. We further understand and agree to indemnify, save, and hold harmless the County and its officers and employees, including but not limited to the BOCC and ECM Administrator, from all claims, suits or actions of every name, kind and description as outlined in Section 1.2 Responsibility for Damage

  
Signature of Owner or Representative

Date: 3/8/23

Robert Fiebig  
Print Name of Owner or Representative

**Lee Hollatz** Digitally signed by Lee Hollatz  
DN: C=US, E=leeh@hansenccompany.com,  
O="Hansen Company, Inc.", CN=Lee Hollatz  
Date: 2023.04.06 09:37:24-05'00'  
Signature of Operator or Representative

Date: 4/6/23

Lee Hollatz  
Print Name of Operator or Representative

Permit Fee \$ \_\_\_\_\_  
Surcharge \$ \_\_\_\_\_  
Financial Surety \$ \_\_\_\_\_  
  
Total \$ \_\_\_\_\_

Type of Surety \_\_\_\_\_