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El Paso County, CO



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**RESOLUTION NO. 21-429**

**BOARD OF COUNTY COMMISSIONERS COUNTY  
OF EL PASO, STATE OF COLORADO**

**RESOLUTION TO APPROVE A PARK LANDS AGREEMENT BETWEEN LORSON, LLC,  
LORSON RANCH METROPOLITAN DISTRICT, AND EL PASO COUNTY FOR THE HILLS AT  
LORSON RANCH FILING NO. 1**

**WHEREAS**, a Park Lands Agreement has been proposed between Lorson, LLC ("Property Owner"), Lorson Ranch Metropolitan District ("District") and El Paso County ("County"); and

**WHEREAS**, pursuant to the requirements of the El Paso County Land Development (the "Code"), the El Paso County Community Services Department estimates the Urban Park Fees for The Hills at Lorson Ranch Filing No. 1 to be \$149,060; and

**WHEREAS**, the Property Owner and the District provided a Landscape Plan outlining the development of two urban park sites featuring a climbing rock, disc golf course, hammock garden, turf areas, site furnishings, and sidewalks to be installed within The Hills at Lorson Ranch Filing No. 1 Property, which will provide urban recreation opportunities for residents living within The Hills at Lorson Ranch Filing No. 1 and the public; and

**WHEREAS**, the County desires to grant the Property Owner \$149,060 in Urban Park Credits, provided that the Property Owner and the District installs improvements of an equal or greater value to certain parcels identified as Tract E, Tract H, and Tract L in The Hills at Lorson Ranch Filing No. 1, which will provide urban recreation opportunities for residents living in Filing No. 1 and the public.

**WHEREAS**, the El Paso County Park Advisory Board unanimously endorsed the Park Land Agreement at their meeting on November 10, 2021; and

**WHEREAS**, the Board of County Commissioners has reviewed and supports the proposed Park Lands Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of County Commissioners of El Paso County, Colorado, hereby approves the attached Park Lands Agreement and authorizes the Chairperson to execute all required documents.

**DONE THIS 16th DAY OF NOVEMBER, 2021 at Colorado Springs, Colorado.**

ATTEST:

By:

County Clerk and Recorder



**BOARD OF COUNTY COMMISSIONERS OF  
EL PASO COUNTY, COLORADO**

By:

Chair

*Stan T. VanderWeide*

**PARK LANDS AGREEMENT  
HILLS AT LORSON RANCH FILING NO. 1**

THIS PARK LANDS AGREEMENT ("the Agreement") is made and entered into this day of \_\_\_\_\_, 2021, by and between LORSON, LLC. ("Property Owner"), LORSON RANCH METROPOLITAN DISTRICT ("District") and EL PASO COUNTY, BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS of EL PASO COUNTY COLORADO ("County").

**RECITALS**

A. Property Owner is the developer of a large parcel of property situated in an unincorporated portion of El Paso County, State of Colorado, consisting of approximately 1,412 acres and commonly known and described as Lorson Ranch (the "Property"), which Property was approved for development by the Board of County Commissioners of El Paso County in 2000.

B. Property Owner is in the process of completing the Final Plat application for a portion of the Property to be platted as The Hills at Lorson Ranch Filing No. 1 for development of 514 single-family residential lots, whose application is anticipated to go before the Planning Commission and the Board of County Commissioners in 2021.

C. Pursuant to the requirements of the El Paso County Land Development Code (the "Code"), the El Paso County Community Services Department estimates the Urban Park Fees for The Hills at Lorson Ranch Filing No. 1 to be \$149,060.

D. The County desires to grant the Property Owner \$149,060 in Urban Park Fee Credits, provided the Property Owner or District install urban park improvements of an equal or greater value to certain parcels identified as Tract E, Tract H, and Tract L of The Hills at Lorson Ranch Filing No. 1, owned by the District, which will provide urban recreation opportunities for residents living in Filing No. 1.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, as well as the above Recitals, which are a material part hereof, the County, District and the Property Owner agree as follows:

1. Park Development and Obligations. Property Owner will satisfy its urban park development requirements and obligations for The Hills at Lorson Ranch Filing No. 1 through the installation of urban park amenities on Tract E, Tract H, and Tract L of The Hills at Lorson Ranch Filing No. 1. By execution and recordation of this Agreement, the Property is hereby burdened and encumbered by this Agreement.

- a. From and after the date of recordation of the subdivision plat for The Hills at Lorson Ranch Filing No. 1, the Property Owner, through cooperation with the District, has installed or will cause to be installed certain urban park improvements within the designated tracts as outlined in Exhibit A, attached hereto and incorporated herein.

- b. The value of the contribution of Property Owner towards the improvements installed is equal to or greater than \$149,060. The contribution toward improvements provided under this Agreement is in addition to any other Urban Park Fee Credits granted for the same improvements.
- c. The Property Owner, in coordination with District, will provide a site plan and a design and construction cost estimate for the urban park improvements, consistent with Exhibit A, to the County for review and approval prior to the recording of the Final Plat for The Hills at Lorson Ranch Filing 1.
- d. El Paso County Parks staff will conduct an inspection of the site(s) to finalize the conditions of this Parks Lands Agreement. The improvements shall be fully completed within two years of the execution of this Agreement. If not completed within two years, the Urban Park Fees in the amount of \$149,060 will be immediately paid to the County by Property Owner. If the above-mentioned conditions are not satisfied with the two-year period, El Paso County Parks will not consider future applications within Property Owner until such the improvements have been completed or fees have been paid.
- e. The park and trails will be governed by the Rules and Regulations of the District with the understanding that the park and trails will remain open for public use in perpetuity and the trails will allow pedestrian, bicycle, and equestrian use. The use will be consistent with the zoning of the property identified in the approved Lorson Ranch East PUD Development Plan.

2. Maintenance. Unless otherwise mutually agreed by the Property Owner and the County, the urban park improvements will be maintained as shown on the approved site plan as described in Item 1.c. in perpetuity by the District for the benefit of the public.

3. Installation. The Property Owner, at no cost to the County, shall be responsible to coordinate with the District for the installation of all park improvements pursuant to this Agreement and pay or cause to be paid any necessary tap fees to properly irrigate the park improvements as determined by the District. Any and all park improvements are subject to review and acceptance by the County. All improvements shall be installed in compliance with all applicable County regulations, resolutions, and standards.

4. Successors and Assigns. This Agreement is binding on and inures to the benefit of the heirs, successors, and assigns of the Parties hereto, including any successive owners or developers of the Property.

IN WITNESS of the foregoing provisions, the Parties have executed this Agreement as of the date first entered above.

BOARD OF COUNTY COMMISSIONERS  
EL PASO COUNTY, COLORADO

Lorson, LLC.

By: \_\_\_\_\_  
Chair

By:  \_\_\_\_\_

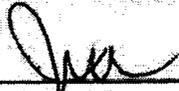
ATTEST:

\_\_\_\_\_  
Clerk & Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney's Office

LORSON RANCH METROPOLITAN DISTRICT

  
\_\_\_\_\_  
President

ATTEST:

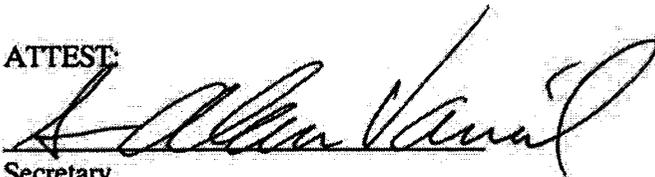
  
\_\_\_\_\_  
Secretary

Exhibit A



**The Hills at Lorson Ranch**

**PARK LANDS AGREEMENT  
FOR  
URBAN PARK AMENITIES**

***SUBMITTED TO  
EL PASO COUNTY***

**URBAN PARK LAND AGREEMENT REQUEST**  
**EL PASO COUNTY**

**History of Lorson Ranch**

Lorson Ranch represents the pride and quality of homeownership. This 1,400-acre community is located in southeast Colorado Springs at Marksheffel Road and Fontaine Boulevard.

Lorson Ranch is located at the epicenter of military operations: located 6 miles southwest of Schriever Air Force Base, 4 miles south of Peterson Air Force Base, 6 miles east of the Colorado Springs Airport and 5 miles east of Fort Carson Military Base.

In addition to the approximate 3,500 homes constructed, Lorson Ranch offers 169 acres of open space to include parks and trails. Total build out of Lorson Ranch will be approximately 4,500+ homes. Most of the residents are young with children. Within the past few years, Lorson Ranch has constructed two miles of regional and local walking trails, nearly two and one-half miles of bicycle trails and has added several miles of sidewalks that are utilized for walking and jogging. Two playgrounds were constructed in 2012 and 2014 in the northern part of the subdivision. A neighborhood park was constructed in the southern part of the subdivision in 2016. Another park was built last year on the North East side of the neighborhood. This project will provide an additional park within Lorson Ranch.

**Project Need**

The Lorson Ranch Master Plan identified multiple sites for potential future outdoor recreation facilities or amenities. Murray Fountain, LLC (Property Owner) intends to construct a park in the Hills at Lorson Ranch.

**Project Goals**

The long- term goal of Murray Fountain, LLC is to provide a wide range of recreation facilities. The Lorson Ranch master plan indicates several proposed park spaces.

Proposed playground is age appropriate for all ages and is ADA accessible. It will feature park benches and age specific playground equipment.

**Population to be Served**

There are approximately 1,200 homes within a 1/2-mile radius of the site. This park will welcome visitors from throughout Lorson Ranch and El Paso County.

## **Maintenance Responsibility Commitment**

The Lorson Ranch Metropolitan District will be responsible for the maintenance of the park and funding is supplied by a mill levy collected from the residents of the subdivision. Maintenance will be accomplished through a contract by a private landscape maintenance company.

## **Lorson Ranch Park Timeline**

Start Date: April 1, 2022

April 7, 2022                    Grading and Pour Curbing for the Playground

April 11, 2022                Install Playground Equipment

April 14, 2022                Install Park Benches and Trash Cans

Install Trails and Final Touches

Completion Date: April 17, 2022

These deadlines are all weather permitting

## **Attachments**

- 1. Figure 1- Cost Estimate**
- 2. Figure 2- Proposed Site Plan, Equipment, Map**

**Figure 1- Cost Estimate**

**COST ESTIMATE**



TO: ESTIMATING DEPARTMENT  
 DATE: Revised 6/23/2021  
 RE: North Park - Pocket Park

The following is EarthX price for the landscape and irrigation portion of the above referenced project. All prices are per the landscape and irrigation plans dated with addendums ( ), and the provided specifications per the plans. Please read the clarification below for exclusion or changes. All of the following prices include material, labor and taxes required to complete the project. The following is a line item cost of each of the items in the landscaping scope. These quantities are based on our measurements of the furnished plans.

DESCRIPTION	QTY	UNIT	COST
PLANT MATERIAL	1	LS	\$ 18,000.00
Sand for hammock Garden	700	SFT	\$ 1,500.00
Wood Mulch	3,000	SF	\$ 4,800.00
1.5" Blue Grey Rock	1,500	SF	\$ 3,400.00
Soil Amend ment	13,233	SF	\$ 1,975.00
KENTUCKY BLUE SOD	2,110	SF	\$ 2,150.00
Native Seed / Hydro Mulch	9,720	SF	\$ 2,680.00
Concrete Curb Edge	200	LFT	\$ 7,200.00
Concrete Sidewalk	3,674	SF	\$ 25,000.00
Hammock Garden	1	LS	\$ 9,500.00
Park Bench	2	EA	\$ 2,000.00
Picnic Table	1	EA	\$ 1,400.00
Trash Can	1	EA	\$ 1,000.00
IRRIGATION	1	LS	\$ 4,500.00
MOBILIZATION	1	LS	\$ 4,000.00
<b>TOTAL</b>			<b>\$ 89,085.00</b>

**ADD ALTERNATE**

Pet Waste Stations	2	EA	\$ 1,400.00
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**CLARIFICATIONS**

1. Rough grading for the landscape areas should be graded to +/- 1/10th of a foot. EarthX will not be responsible for rock picking, grubbing, importing, placement or exporting of top soil.
2. There is no allowance for additional soil amendments due to soil testing
3. Base Bid does not include erosion control for site
4. The irrigation water tap and permits will be by others. A stub out with a stop and waste valve down stream of the meter must be provided for the irrigation system.
5. The electrical supply for the irrigation controller must be supplied by other, and with-in five feet of the components.
6. Other item which are not included in this bid are: permit fees, drought permits, Davis Bacon Wages, traffic control, surveying, graffiti removal, site furnishings, tree protection, repair or establishment of existing landscape damaged by others during construction and boring under existing hardscapes.
7. Maintenance of this project will be the owner's responsibility 30 days after substantial completion
8. Warranty on Evergreen trees planted between October 15th and February 1st will be voided
9. Water for Hydro Mulch to be supplied to TnT on site VIA fire hydrant, fee's and meter by others.
10. Bid is good for thirty days from the the bid date listed on this quote.

EarthX  
 3409 N. Prospect Street  
 Colorado Saprings, Colorado 80907  
 Phone: 719-659-6129

# EARTH~~X~~

TO: ESTIMATING DEPARTMENT

DATE: Revised 6/23/2021

RE: South Park - Pocket Park

The following is EarthX price for the landscape and irrigation portion of the above referenced project. All prices are per the landscape and irrigation plans dated with addendums ( ), and the provided specifications per the plans. Please read the clarification below for exclusion or changes. All of the following prices include material, labor and taxes required to complete the project. The following is a line item cost of each of the items in the landscaping scope. These quantities are based on our measurements of the furnished plans.

DESCRIPTION	QTY	UNIT	COST
PLANT MATERIAL	1	LS	\$ 4,000.00
ROCK MULCH	2,040	SF	\$ 3,250.00
SOIL AMENDMENT SOD/MULCH	9,714	SF	\$ 1,420.00
Native Seed with Hydro Mulch	4,520	SF	\$ 1,035.00
The Rockies Climbing Structure	1	EA	\$ 39,000.00
Frisbee Golf - 9 Hole	1	LS	\$ 13,050.00
Picnic Table	1	EA	\$ 1,400.00
Trash Receptacle	2	EA	\$ 1,000.00
Concrete Sidewalk	875	SF	\$ 5,950.00
Concrete Curb Edge	35	LFT	\$ 1,368.00
IRRIGATION	1	LS	\$ 4,200.00
MOBILIZATION	1	LS	\$ 5,500.00
<b>TOTAL</b>			<b>\$ 81,173.00</b>

## ADD ALTERNATE

Pet Waste Stations	2	EA	\$ 1,400.00
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## CLARIFICATIONS

1. Rough grading for the landscape areas should be graded to +/- 1/10th of a foot. EarthX will not be responsible for rock picking, grubbing, importing, placement or exporting of top soil.
2. There is no allowance for additional soil amendments due to soil testing
3. Base Bid does not include erosion control for site
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8. Warranty on Evergreen trees planted between October 15th and February 1st will be voided
9. Water for Hydro Mulch to be supplied to TnT on site VIA fire hydrant, fee's and meter by others.
10. Bid is good for thirty days from the the bid date listed on this quote.

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3409 N. Prospect Street  
Colorado Saprings, Colorado 80907  
Phone: 719-659-6129

















