

# Conceptual Review Agenda

Meetings hosted via Zoom Web Conferencing

Please use the URL and Meeting ID # listed below to join the Review Meeting

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## Review Date

8/15/2024 11:15 AM

## Project Name

Redtail Multi-Unit Dwelling

CDR240050

## Applicant

Cathy Mathis

970.532.5891

cathy@tbgroup.us

**Planner:** Clark Mapes

**Engineer:** Sophie

Buckingham **DRC:** Todd

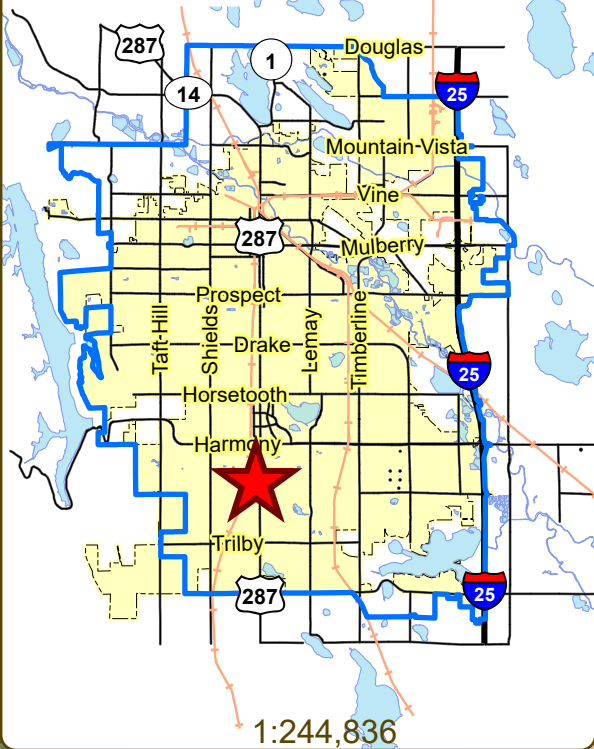
Sullivan

## Description

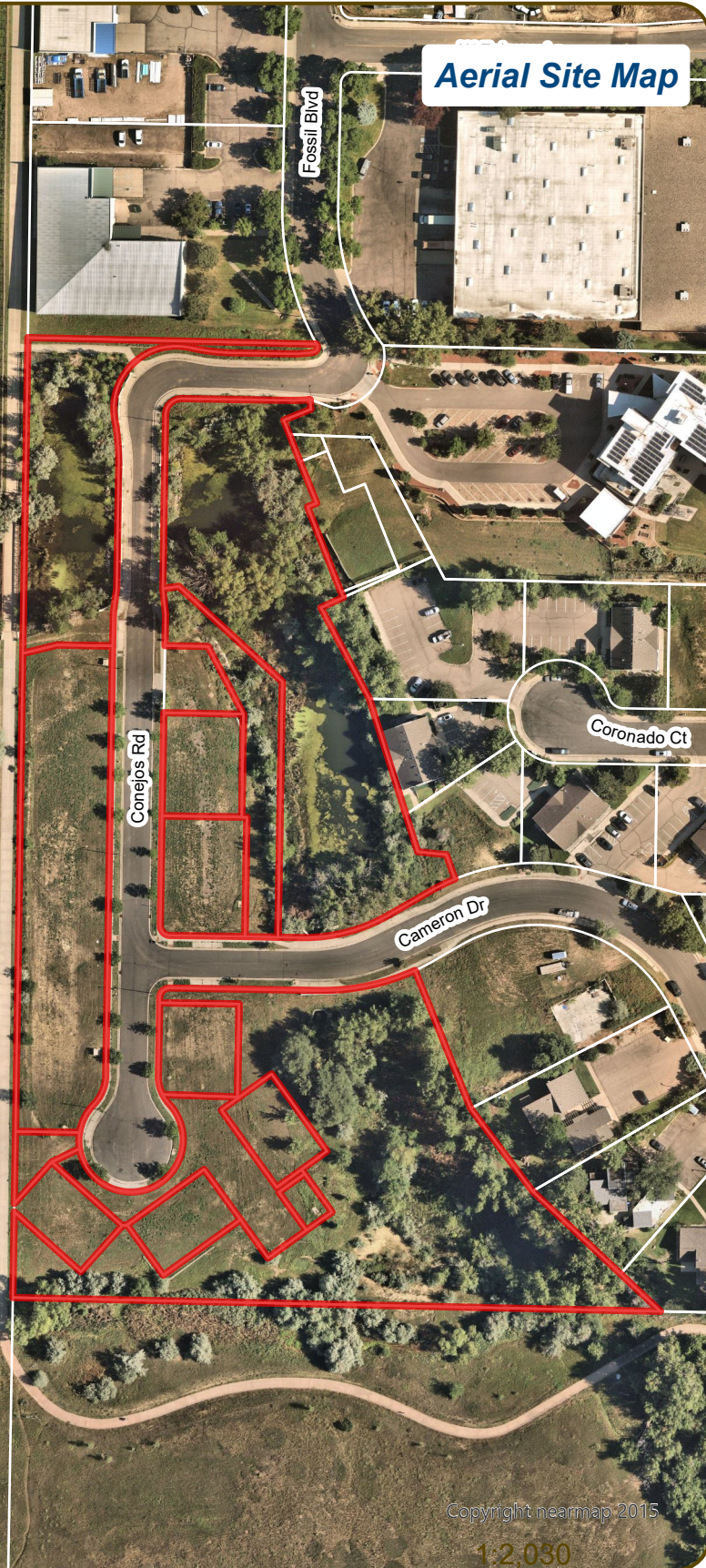
This is a request to change four (4) office buildings to three (3) apartment buildings from the previously approved Redtail development plan. The applicant is proposing 3 apartment buildings with 18 units each, 60 vehicular parking spaces, 108 bicycle parking, private park, wildlife habitat zone, and five private ponds. Access is taken from Conejos Rd and Cameron Dr. The site is approximately 0.14 mi west of S College Ave and 0.50 mi south of Harmony Ave. The property is located in the General Commercial District (C-G) and is subject to a Major Amendment.

# Redtail Ponds- Multi-Unit

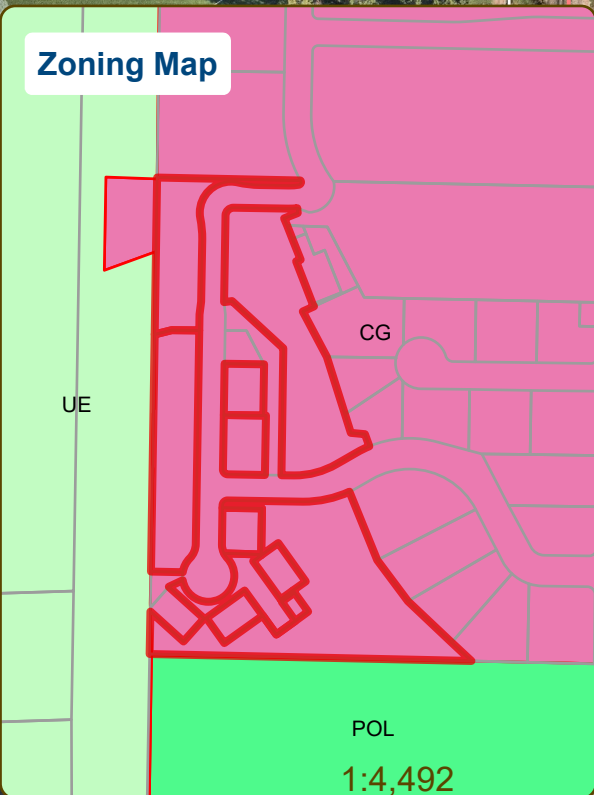
Vicinity Map



Aerial Site Map



Zoning Map



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CONCEPTUAL REVIEW: APPLICATION

General Information

All proposed development projects begin with Conceptual Review. Anyone with a development idea can schedule a Conceptual Review meeting to get feedback on prospective development ideas. At this stage, the development idea does not need to be finalized or professionally presented. However, a sketch plan and this application must be submitted to City Staff prior to the Conceptual Review meeting. The more information you are able to provide, the better feedback you are likely to get from the meeting. Please be aware that any information submitted may be considered a public record, available for review by anyone who requests it, including the media. The applicant acknowledges that they are acting with the owner's consent.

Conceptual Reviews are scheduled on three Thursday mornings per month on a "first come, first served" basis and are a free service. One 45 meeting is allocated per applicant and only three conceptual reviews are done each Thursday morning. A completed application must be submitted to reserve a Conceptual Review time slot. Complete applications and sketch plans must be submitted to City Staff on Thursday, no later than end of day, two weeks prior to the meeting date. Application materials must be e-mailed to preappmeeting@fcgov.com. If you do not have access to e-mail, other accommodations can be made upon request.

At Conceptual Review, you will meet with Staff from a number of City departments, such as Community Development and Neighborhood Services (Zoning, Current Planning, and Development Review Engineering), Light and Power, Stormwater, Water/Waste Water, Advance Planning (Long Range Planning and Transportation Planning) and Poudre Fire Authority. Comments are offered by staff to assist you in preparing the detailed components of the project application. There is no approval or denial of development proposals associated with Conceptual Review. At the meeting you will be presented with a letter from staff, summarizing comments on your proposal.

\*BOLDED ITEMS ARE REQUIRED\* \*The more info provided, the more detailed your comments from staff will be.\*

Contact Name(s) and Role(s) (Please identify whether Consultant or Owner, etc) \_\_\_\_\_

Are you a small business?  Yes  No Business Name (if applicable) \_\_\_\_\_

Your Mailing Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_

Site Address or Description (parcel # if no address) \_\_\_\_\_

Description of Proposal (attach additional sheets if necessary) \_\_\_\_\_

Proposed Use \_\_\_\_\_ Existing Use \_\_\_\_\_

Total Building Square Footage \_\_\_\_\_ S.F. Number of Stories \_\_\_\_\_ Lot Dimensions \_\_\_\_\_

Age of any Existing Structures \_\_\_\_\_

Info available on Larimer County's Website: http://www.co.larimer.co.us/assessor/query/search.cfm

If any structures are 50+ years old, good quality, color photos of all sides of the structure are required for conceptual.

Is your property in a Flood Plain?  Yes  No If yes, then at what risk is it? \_\_\_\_\_

Info available on FC Maps: http://gisweb.fcgov.com/redirect/default.aspx?layerTheme=Floodplains.

Increase in Impervious Area \_\_\_\_\_ S.F. (Approximate amount of additional building, pavement, or etc. that will cover existing bare ground to be added to the site)

Suggested items for the Sketch Plan:

Property location and boundaries, surrounding land uses, proposed use(s), existing and proposed improvements (buildings, landscaping, parking/drive areas, water treatment/detention, drainage), existing natural features (water bodies, wetlands, large trees, wildlife, canals, irrigation ditches), utility line locations (if known), photographs (helpful but not required). Things to consider when making a proposal: How does the site drain now? Will it change? If so, what will change?

# **REDTAIL MAJOR AMENDMENT**

7/24/2024

## **Plan Notes**

- 11.42 acres.
- 78% open space.
- C-G zoning.
- Major amendment to change from four office buildings to three apartment buildings.
- Development work and public improvements approved and fully constructed.
- Three apartment buildings with 18 units each.
- 54 total units.
  - All two-bedroom, two bathroom, private balconies, and sports equipment closets.
- 60 private surface vehicle parking spaces (one per unit – 54) +6 exemption).
- 108 bicycle parking (58 in racks and 50 enclosed (45%)).
- Private Park – playground.
- Five private ponds (one with fishing, skating, and picnicking).
- Wildlife habitat zone with water, mature trees, shrubs, and grasslands.
- Wetlands setbacks average 133 feet.
- Four points of city bike path access: 1 public at north, 1 public just south of project (with vehicle parking) and 2 private from parking lot and park.
- L and LS = landscape.
- Three long dashes = natural area walking path.
- Railroad track like symbol = fences.



- **To:**

jonj@frii.com; dweber@avantcivilgroup.com; jdillon@cedarcreek.app; ruthie.rollins@gmail.com; cmapes@fcgov.com; tsullivan@fcgov.com; dbetly@fcgov.com; dbrooks@fcgov.com; sbenton@fcgov.com; sgilchrist@fcgov.com; sbuckingham@fcgov.com; marcus.glasgow@poudre-fire.org; slowe@fclwd.com

- **Fm: Jon Prouty and Cathy Mathis**
- **Date: 070224**
- **Re: Getting Redtail to the finish line.**

- **Project description:**

- 11.42 acres.
- 78% open space.
- C-G zoning.
- Zoning change from office to multifamily.
- 3 apartment buildings.
- 18 units per building.
- All 2 BR 2 BA balcony,  
& sports equipment closet.
- 54 total units.
- 30' height to eaves.
- 60 private vehicle parking spaces
- 28 on-street public parking spaces
- 58 private bike parking racks.
- 60 private bike storage enclosed.
- Private playground- mini-park.
- 5 private ponds.
- Private trail through wildlife habitat.

- **Email:**

- **1-** As most of you know, Redtail has had many false starts over the years.
- Our goal is to confirm the efficacy of our final plan which has evolved since I got re-involved about a year ago and to get the development agreement amendment required for it approved ASAP.
- **2-** Project was approved in 2007, all public improvements constructed and approved in 2009 and all related development agreement requirements and guarantees subsequently met.

- 3- critical to our understanding of the minor amendment process we are proceeding with is that it is truly minor: change zoning from four office buildings to three apartment buildings and modification of bike path access.
- -
- And also that as per Section III. H. of the Development Agreement: ***"This Agreement shall run with the Property and shall be binding upon and inure to the benefit of the parties hereto, their respective personal representatives, heirs, successors, grantees and assigns."***
- .
- This means that it is not possible today to rewrite provisions of the Redtail Development Agreement that was based on agreements, decisions and circumstances from 14 years ago, notwithstanding the fact that new city code and regulatory provisions are relevant to new projects today.
- .
- 4- However, notwithstanding the fact that new development obligations cannot be imposed on the Redtail project, we are designing the Redtail project to help the city achieve or exceed some of its important goals.
- .
- 5- An overall benefit is that the wildlife habitat, pond-side willows, cattails, wetlands, vegetation and adjacent trees, shrubs and prairie grass have all thrived and grown substantially over the last 14 years, contributing to protection and cover for wildlife.

6- See Attachments to this memo including:

- 1 - Site Plan
- 2 - Wetlands Plan
- 3 - Elevations
- 4 - History
- 5 - Benefits City receives from Redtail project
- 6 - Storm water and water quality
- 7 - Utilities and public improvements
- 8 - Fire and safety
- 9 - Environmental
- 10 - Wildlife area
- 11 - Retro-Urban design
- 12 - Buildings front setback exception
- 13 - Lower housing costs potential
- 14 - Eliminate public nuisance

# REDTAIL PONDS SITE PLAN

**ITB GROUP**  
 landscape architecture planning | illustration  
 444 McClintock Ave. | Tel. 570.532.8891  
 Berthoud, CO 80513 | www.ITBGroup.us

## REDTAIL AMENDMENT #2

*Condensed Attachments*

### Plan Notes

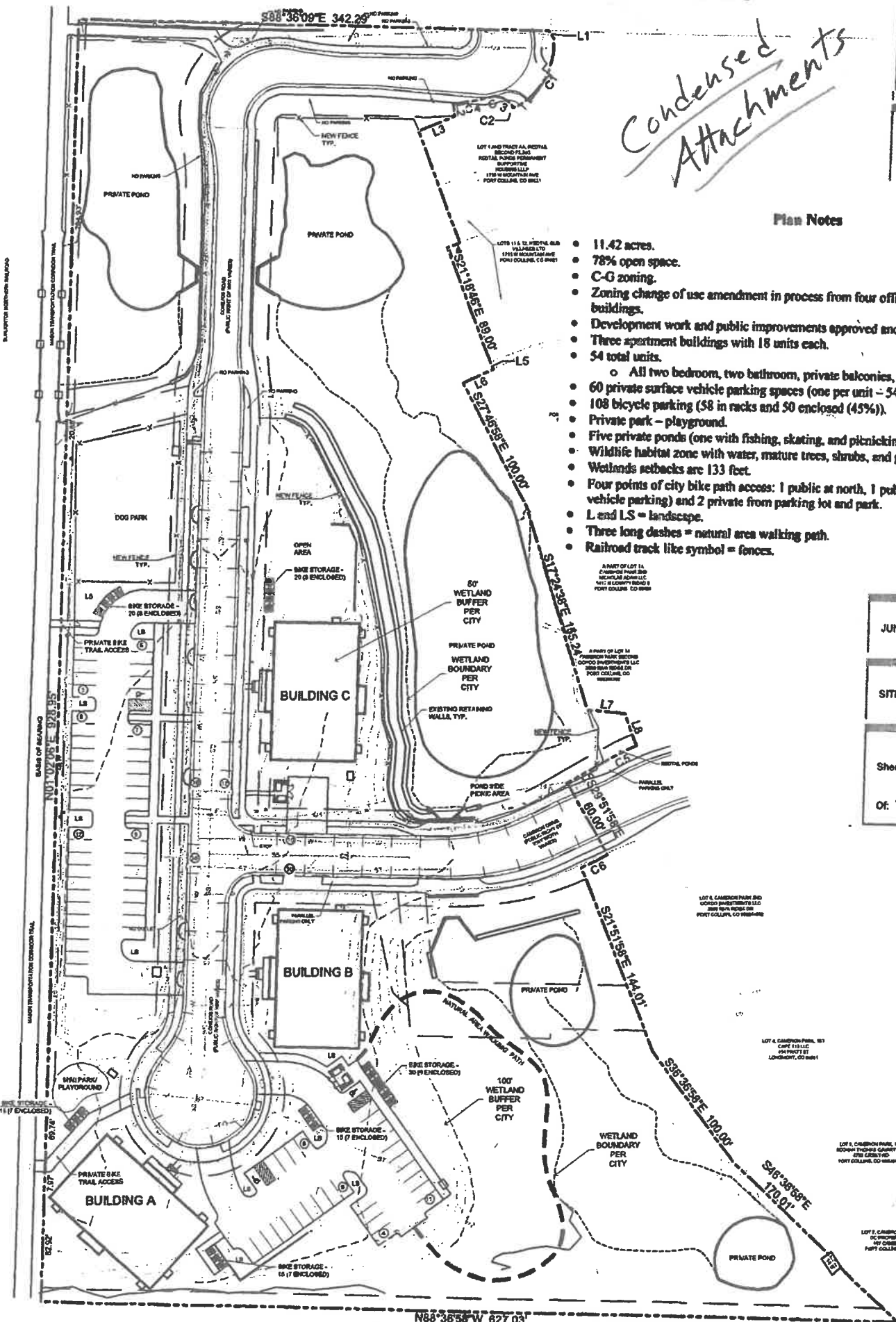
- 11.42 acres.
- 78% open space.
- C-G zoning.
- Zoning change of use amendment in process from four office buildings to three apartment buildings.
- Development work and public improvements approved and fully constructed.
- Three apartment buildings with 18 units each.
- 54 total units.
  - All two bedroom, two bathroom, private balconies, and sports equipment closets.
- 60 private surface vehicle parking spaces (one per unit = 54) +6 exemption).
- 108 bicycle parking (58 in racks and 50 enclosed (45%)).
- Private park – playground.
- Five private ponds (one with fishing, skating, and picnicking).
- Wildlife habitat zone with water, mature trees, shrubs, and grasslands.
- Wetlands setbacks are 133 feet.
- Four points of city bike path access: 1 public at north, 1 public just south of project (with vehicle parking) and 2 private from parking lot and park.
- L and LS = landscape.
- Three long dashes = natural area walking path.
- Railroad track like symbol = fences.

JUNE 28, 2024

SITE PLAN

Sheet Number: **1**

of: 1

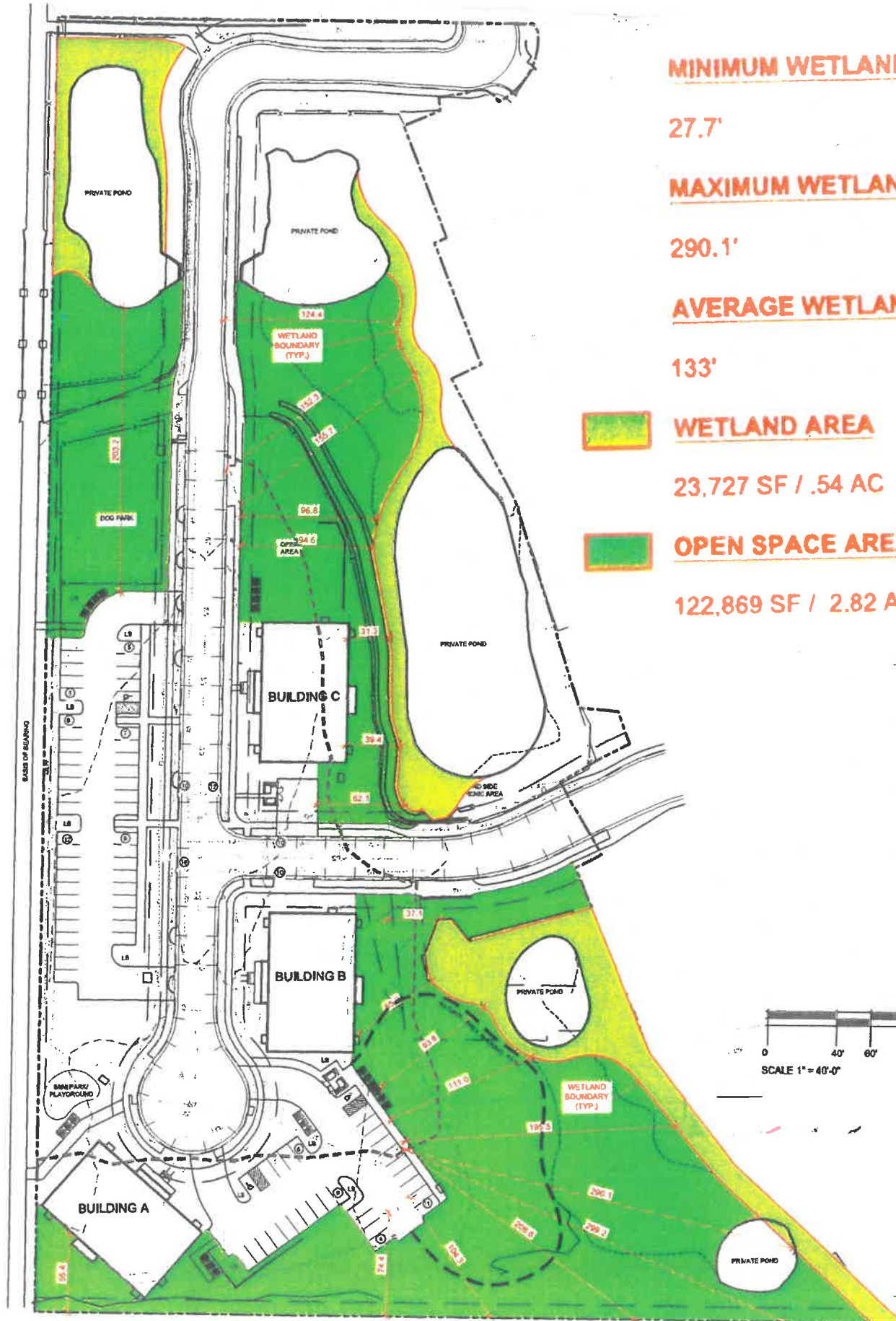


CITY OF FORT COLLINS  
 NATIONAL RESOURCES  
 800 500 5000  
 FORT COLLINS, CO 80526

N88°36'58" W 627.03'



# REDTAIL PONDS WETLANDS



**MINIMUM WETLAND SETBACK**

27.7'

**MAXIMUM WETLAND SETBACK**

290.1'

**AVERAGE WETLAND SETBACK**

133'



**WETLAND AREA**

23,727 SF / .54 AC



**OPEN SPACE AREA**

122,869 SF / 2.82 AC

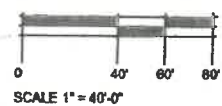
**FRIL GROUP**  
 444 Mountain Ave. | Ft. Collins, CO 80521-2891  
 RedtailCO@FRIL.COM | www.FRILgroup.com

**REDTAIL AMENDMENT #2**

FORT COLLINS CO

OWNER:  
**LAGUNITAS II, INC.**

JOHN PROUTY  
 JOHN@FRIL.COM  
 970.294.8484



JUNE 28, 2024

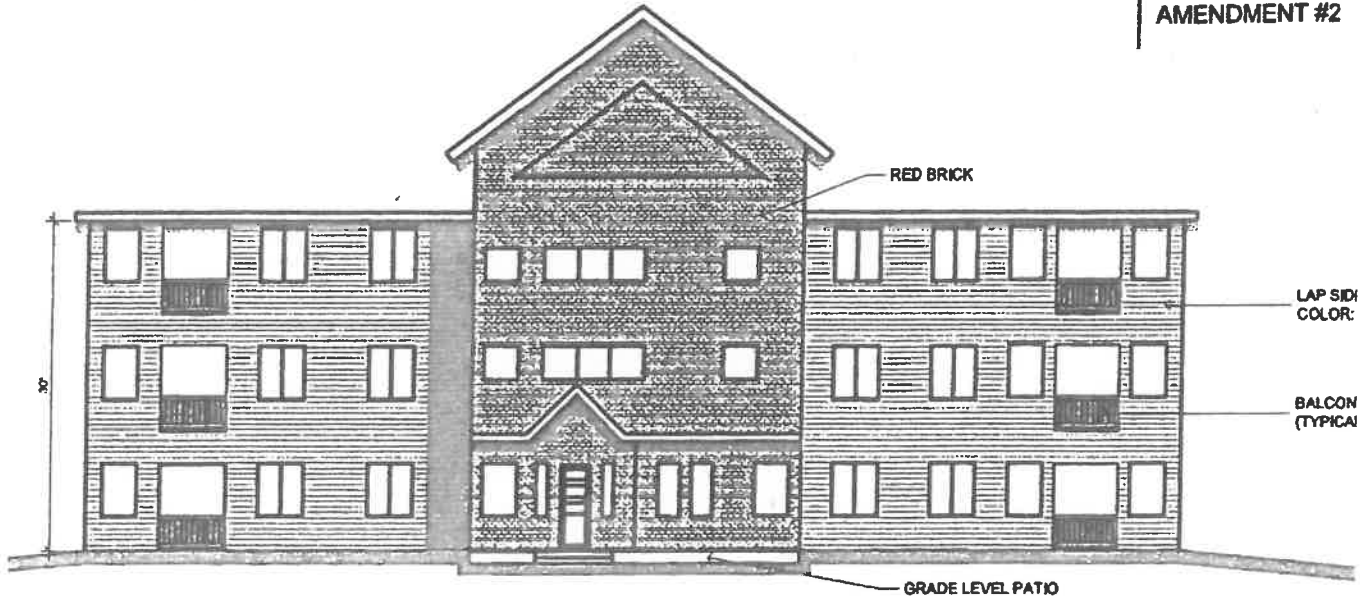
WETLANDS EXHIBIT

Sheet Number: **1**  
 of: 1

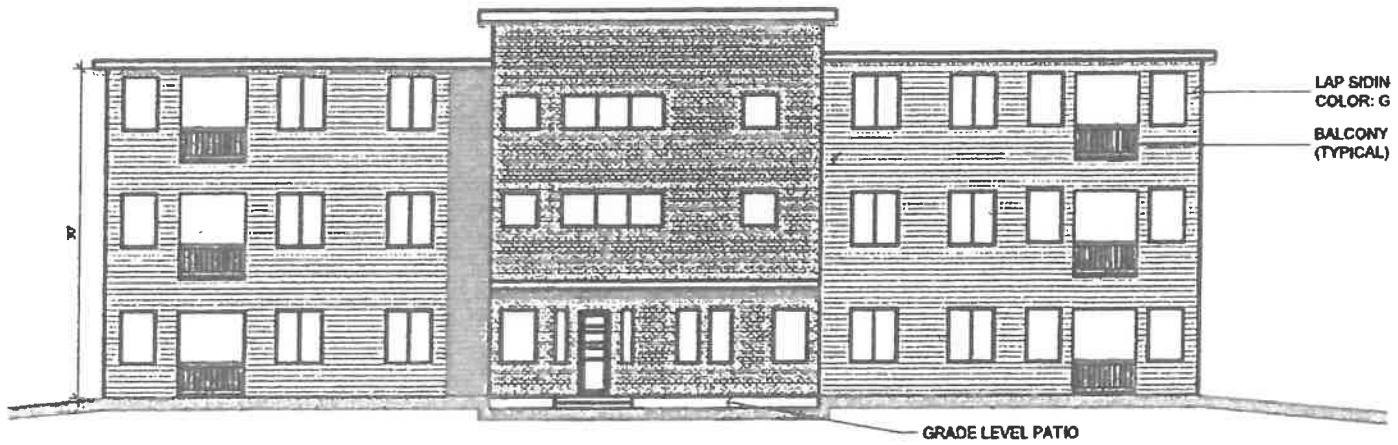
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# REDTAIL PONDS

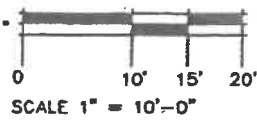
## REDTAIL AMENDMENT #2



### FRONT ELEVATION B



### FRONT ELEVATION A



6-7-24

ELEVATIONS

Sheet Number: 1

of: 1

## REDTAIL HISTORY

Summary of documents and history to date, which is the context for the minimal changes we are proposing in our Minor Amendment #2 from what already is in place, pursuant to Major Amendment #1.

### Plats:

Initial Redtail Plat – 7/5/06 – included Mill Bros property (phase II property).

Redtail Plat 2<sup>nd</sup> Filing - 7/20/14 – removed Mill Bros property (sold for temporary housing project):

### Development Plan Approvals:

Redtail - PUD approval – 3/14/03

Initial RT approval

For 141 residential units

49 on phase II (Mills Bros) property

and 92 on the Cameron – Conejos - Streets area in 10 apartment buildings

With option to build 10 office buildings using the same lots and utility plans, instead of 10 apartment buildings.

Redtail Major Amendment #1 – 8/16/07

4 Office Bldgs

underground and surface parking

new lots and footprints

modified utility plans

### Utility – Development Plans

Final Utility Plans – Development Plans - 7/14/08

### Development Construction

Construction Commenced – 2008

Construction Completed – 2009



5

## REDTAIL BENEFITS TO CITY

<u>Description</u>	<u>Prior Approved Plan</u>	<u>Benefits From Redtail Project</u>
Number Of Units	141 multi-family units	54 multi-family units - less than half
Parking Required	In excess of 141	54 private parking spaces - less than half
Square Footage of Improvements	70,468 SF	55,800 - 21% less
Building Height Maximum	61 feet	30 feet eaves, 45 feet front tower eleme
Traffic	higher, more units, more vehicles	very low, fewer units, fewer vehicles and cul-de-sac creates pedestrian and resider friendly neo-urban neighborhood
Fire sprinklers	limited or none	all units 100% fire sprinklered
Wildlife Habitat	Average	Approx. double in size and density as res of 14 years o growth
Open space	less because more development	More because less development and less impervious surface
Wetlands setback	50 feet	average 130 feet setback because lower c development and more open space
Storm drainage and water quality	both handled with open space grass and 5 ponds	substantially enhanced with mature gras: vegetation growth, pervious drainage bas and rain gardens.

6

## STORM DRAINAGE & WATER QUALITY

1 - Redtail development requirements were met and all related development construction was completed 15 years ago and we are making no changes in any of this. Our minor amendment simply changes our use from 4 office buildings to 3 apartment buildings, also a permitted use, and results in a reduction in storm water and water quality impacts.

2 - The approved design for project originally was for 141 apartment units and storm water underground drainage pipes, inlets and outlets as well as water quality requirements were sized accordingly. Storm water and detention as well as water quality requirements were substantially met by water sheet flowing through open space grass and through a series of 5 ponds.

3 - Our minor amendment and construction of 3 apartment buildings require no additional development work and are in full compliance with all Development Agreement and Ecological Study provisions.

4 - Notwithstanding the foregoing, we are evaluating the possibility of designing three drainage basins and rain ponds to minimize the impact of the new impervious surfaces we will be creating with the possible goal of achieving pervious water treatment goals of up to 50% of new impervious surfaces.

5 - Tangentially related, the size of wetlands, setbacks and wildlife habitat will exceed by about double what they were previously as a result of our projects lower density and also 14 years of natural growth.

## 7 PUBLIC IMPROVEMENTS AND UTILITIES

All public improvements and utilities are fully constructed and approved, and related guarantee requirements met.

## 8 FIRE AND SAFETY

-Fire trucks have curbside access to front of all buildings.

-30 foot building height (grade to eaves) permit fast and efficient ladder access to all buildings.

-Also 30 foot building height (grade to eaves) plus 30 foot wide existing roads meet fire requirements to permit parking on one side of the street.

-80 foot radius cul-de-sacs were permitted when Redtail cul-de-sac was constructed and should remain approved today, notwithstanding today's stricter requirements.

-However, an alternative fire truck exit from the cul-de-sac is use of the hammerhead formed by the intersection of Conejos and Cameron streets.

## 9 ENVIRONMENTAL

A - City environmental policies, goals, and requirements have been exceeded:

1- Because of lower density numbers (54 residential units compared with 141 residential units previously approved),

2- Because of years of growth of wetlands, cattails and grasses, shrubs, trees and open space grass and turf, and the like, and as a result the wildlife habitat has radically increased and

3- Because height of structures will be reduced from 62 feet previously approved to 30 feet currently planned (eaves to grade) and structures and parking lots will be buffered with landscaping from environmentally sensitive areas.

II. Prior ecological studies and reports and amendments are comprehensive and detailed and will continue to be followed as required by our Redtail Development Agreement.

## 10 WILDLIFE AREA

Redtail habitat and ponds are a sanctuary for wildlife living there or passing through, in the respect that Redtail boundaries are naturally secured from disruptive intrusions.

North side has ponds with steep bankings and dense natural habitat.

East side has retaining walls that step down to dense natural habitat and ponds.

West side has steep railroad track embankment, wildlife habitat below that and 100 foot setback to tracks.

The south side is adjacent to the 38 acre City Redtail Grove Natural Area, has dense habitat and beyond that is open down to Fossil Creek.

As a result Redtail is a safe and easy place to visit for wildlife traveling up or down Fossil Creek.

# 11 **RETRO-URBAN PROJECT DESIGN**

Unique features of the red Dale project which make it a unique and special retro urban project:

- 1- minimal and slow traffic, because of dead end cul-de-sac, make it relatively safe for children to ride bikes in the street and go with their parents or on their own to playground - mini park.
- 2-patios and landscaping at front of each building inviting interaction with pedestrians and neighbors.
- 3- mini park adjacent to apartments encourages residents socializing and interactions.

# 12 **BLDGS FRONT SETBACK EXCEPTION**

-Redtail buildings front setback is 15 feet from the building façade to the sidewalk, however, the tower element extends 5 feet into the front setback. Also, the front entry steps and roof over the steps extend 5 feet into the front setback.

-However, there is an exception to the setback standards if there is an outdoor space such as a patio located between the building and the sidewalk with landscaping designed for pedestrian interest, comfort, and visual continuity.

We meet the requirements of this exception with two covered patios one on each side of the building entry and also integrated landscaping from the covered patios to the sidewalk.

-ARTICLE 5 - GENERAL DEVELOPMENT AND SITE DESIGN - subsections (2), (3) and (3b).

# 13 **POTENTIAL LOWER COST HOUSING**

Because of the fully constructed public improvements built 14 years ago at a lower cost than today, lower rents or purchase prices are possible.

# 14 **ELIMINATE PUBLIC NUISANCE**

Development of Redtail project will result in the end of Conejos Street cul-de-sac and adjacent wildlife habitat being a gathering place for actual and perceived nuisance and criminal behavior.





Retail  
Devel. Agit

All Fully  
Constructed  
& Approved  
15 years  
age

1/5

The terms of this Agreement shall govern all development activities of the Developer pertaining to the Property. For the purposes of this Agreement, "development activities" shall include, but not be limited to, the following: (1) the actual construction of improvements, (2) obtaining a permit therefor, or (3) any change in grade, contour or appearance of the Property caused by, or on behalf of, the Developer with the intent to construct improvements thereon.

B. All water lines, sanitary sewer collection lines, storm sewer lines and facilities, streets, curbs, gutters, sidewalks, and bikepaths shall be installed as shown on the Final Development Plan Documents and in full compliance with the standards and specifications of the City on file in the office of the City Engineer at the time of approval of the utility plans relating to the specific utility. In the event that the Developer commences or performs any of the improvements within the (3) year time limitation from the date of approval of the site specific Final Development Plan Documents, the Developer shall resubmit the Final Development Plan Documents to the City for review and approval within three (3) years from the date of approval of the site specific Final Development Plan Documents. In the event that the Developer commences or performs any of the improvements within the (3) year time limitation from the date of approval of the site specific Final Development Plan Documents, the Developer shall resubmit the Final Development Plan Documents to the City for review and approval within three (3) years from the date of approval of the site specific Final Development Plan Documents. In the event that the Developer commences or performs any of the improvements within the (3) year time limitation from the date of approval of the site specific Final Development Plan Documents, the Developer shall resubmit the Final Development Plan Documents to the City for review and approval within three (3) years from the date of approval of the site specific Final Development Plan Documents. In the event that the Developer commences or performs any of the improvements within the (3) year time limitation from the date of approval of the site specific Final Development Plan Documents, the Developer shall resubmit the Final Development Plan Documents to the City for review and approval within three (3) years from the date of approval of the site specific Final Development Plan Documents.

C. No building permits shall be issued by the City for any structure on the Property until such time as the City Engineer has determined that all fire hydrants, electrical lines, sanitary sewer lines, storm drainage lines, electrical lines, streets, curbs, gutters, sidewalks, and bikepaths (including curb, gutter, and sidewalk) serving such structure have been constructed in accordance with the standards and specifications of the City on file in the office of the City Engineer. No building permits shall be issued for any structure on the Property until such time as the City Engineer has determined that all fire hydrants, electrical lines, sanitary sewer lines, storm drainage lines, electrical lines, streets, curbs, gutters, sidewalks, and bikepaths (including curb, gutter, and sidewalk) serving such structure have been constructed in accordance with the standards and specifications of the City on file in the office of the City Engineer. No building permits shall be issued for any structure on the Property until such time as the City Engineer has determined that all fire hydrants, electrical lines, sanitary sewer lines, storm drainage lines, electrical lines, streets, curbs, gutters, sidewalks, and bikepaths (including curb, gutter, and sidewalk) serving such structure have been constructed in accordance with the standards and specifications of the City on file in the office of the City Engineer.

D. Any water lines, sanitary sewer lines, storm drainage lines, electrical lines, and/or streets described on Exhibit "A" attached hereto, shall be installed within the time and/or sequence required on Exhibit "A." If the City Engineer has determined that any water lines, sanitary sewer lines, storm drainage facilities and/or streets are required to provide service or access to other areas of the City, those facilities shall be shown on the Final Development Plan Documents and shall be installed by the Developer within the time as established under "Special Conditions" in this document.

E. Except as otherwise herein specifically agreed, the Developer agrees to install and pay for all water, sanitary sewer, and storm drainage facilities and appurtenances, and all streets, curbs, gutters, sidewalks, bikeways and other public improvements required by this Development as shown on the Final Development Plan Documents and other approved documents pertaining to this Development on file with the City.

Danny, Cathy,  
Todd, Jesse  
-----  
Selected Devel  
Agit pages  
FYI  
JON



*[Handwritten scribble]*

2/5

1. No combustible material will be allowed on the site until a permanent water system is installed by the Developer and approved by the City.

2. Prior to beginning any building construction, and throughout the build-out of this Development, the Developer shall provide and maintain at all times an accessway to said building or buildings. Such accessway shall be adequate to handle any emergency vehicles or equipment, and the accessway shall be kept open during all phases of construction. Such accessway shall be constructed to an unobstructed width of at least 20 feet with 4 inches of aggregate base course material compacted according to city standards and with an 80 foot diameter turnaround at the building end of said accessway. The turnaround is not required if an exit point is provided at the end of the accessway. Prior to the construction of said accessway, a plan for the accessway shall be submitted to and approved by the Poudre Fire Authority and City Engineer. (Three plan sets shall be submitted to the Poudre Fire Authority at 102 Remington Street for review and processing.) If such accessway is at any time deemed inadequate by the Poudre Fire Authority or City Engineer, the accessway shall be promptly brought into compliance and until such time that the accessway is brought into compliance, the City and/or the Poudre Fire Authority may issue a stop work order for all or part of the Development.

I. Footing and Foundation Permits

1. Notwithstanding any provision in this Agreement to the contrary, the Developer shall have the right to obtain a Footing and Foundation permit upon the installation of all underground water, sanitary sewer, and storm sewer facilities, and an emergency accessway for the Phase in which the permit is being requested. Facilities shall include but not be limited to all mains, lines, services, fire hydrants and appurtenances for the Phase as shown on the Final Development Plan Documents.

J. Development Construction Permit

*Completed and approved in 2009*

1. The Developer shall apply for and obtain a Development Construction Permit for this Development, in accordance with Division 2.6 of the Land Use Code (or Section 29-12 of the Transitional Land Use Regulations, if applicable), prior to the Developer commencing construction. The Developer shall pay the required fees for said Permit and construction inspection, and post security to guarantee completion of the public improvements required for this Development, prior to issuance of the Development Construction Permit.

K. Maintenance and Repair Guarantees

1. The Developer agrees to provide a two-year maintenance guarantee and a five-year repair guarantee covering all errors or omissions in the design and/or construction of the public improvements required for this Development, which guarantees shall run concurrently and shall commence upon the date of

*Public improvements and maintenance guarantees have run now at 15 years since completion of construction*



3/5

completion of the public improvements and acceptance thereof by the City. More specific elements of these guarantees are noted in Exhibit "C". Security for the maintenance guarantee and the repair guarantee shall be as provided in Section 3.3.2(C) of the Land Use Code, or Section 29-14 of the Transitional Land Use Regulations, as applicable. Notwithstanding the provisions of paragraphs III (H) and (I) of this Agreement to the contrary, the obligations of the Developer pursuant to this paragraph and Exhibit "C" may not be assigned or transferred to any other person or entity unless the warranted improvements are completed by, and a letter of acceptance of the warranted improvements is received from the City by, such other person or entity.

### III. Miscellaneous

A. The Developer agrees to provide and install, at its expense, adequate barricades, warning signs and similar safety devices at all construction sites within the public right-of-way and/or other areas as deemed necessary by the City Engineer and Traffic Engineer in accordance with the City's "Work Area Traffic Control Handbook" and shall not remove said safety devices until the construction has been completed.

B. As required pursuant to Chapter 20, Article IV of the City Code, the Developer shall, at all times, keep the public right-of-way free from accumulation of waste material, rubbish, or building materials caused by the Developer's operation, or the activities of individual builders and/or subcontractors; shall remove such rubbish as often as necessary, but no less than daily and; at the completion of the work, shall remove all such waste materials, rubbish, tools, construction equipment, machinery, and surplus materials from the public right-of-way. The Developer further agrees to maintain the finished street surfaces so that they are free from dirt caused by the Developer's operation or as a result of building activity. Any excessive accumulation of dirt and/or construction materials shall be considered sufficient cause for the City to withhold building permits and/or certificates of occupancy until the problem is corrected to the satisfaction of the City Engineer. If the Developer fails to adequately clean such streets within two (2) days after receipt of written notice, the City may have the streets cleaned at the Developer's expense and the Developer shall be responsible for prompt payment of all such costs. The Developer also agrees to require all contractors within the Development to keep the public right-of-way clean and free from accumulation of dirt, rubbish, and building materials.

C. The Developer hereby agrees that it will require its contractors and subcontractors to cooperate with the City's construction inspectors by ceasing operations when winds are of sufficient velocity to create blowing dust which, in the inspector's opinion, is hazardous to the public health and welfare.

D. The Developer shall, pursuant to the terms of this Agreement, complete all improvements and perform all other obligations required herein, as such improvements or obligations may be shown on the Final Development Plan Documents, or any documents executed in the future that are required by the City for the approval of an amendment to a development plan...

*Jon Comment*  
No New Obligations or Changes To The Current Development Plan, As Amended, Shall Be Required By The City For Approval of A ~~Minor~~ Amendment To The Development Agreement to Change A Permitted Zoning Use From 4. Office Buildings To 3 Apartment Buildings.

Binding upon the City including Not Negotiating DA provisions or imposing New requirements or standards

9/5

amendment to a development plan, and the City may withhold (or to the extent permitted by law, revoke) such building permits and certificates of occupancy as it deems necessary to ensure performance in accordance with the terms of this Development Agreement. The processing and "routing for approval" of the various development plan documents may result in certain of said documents carrying dates of approval and/or execution that are later than the date of execution of this Development Agreement or the Memorandum Of Agreement (if any) recorded to give record notice of this Agreement. The Developer hereby waives any right to object to any such discrepancy in dates.

E. Nothing herein contained shall be construed as a waiver of any requirements of the City Code, Land Use Code, or Transitional Land Use Regulations (as applicable) and the Developer agrees to comply with all requirements of the same.

F. In the event the City waives any breach of this Agreement, no such waiver shall be held or construed to be a waiver of any subsequent breach hereof.

G. All financial obligations of the City arising under this Agreement that are payable after the current fiscal year are contingent upon funds for that purpose being annually appropriated, budgeted and otherwise made available by the Fort Collins City Council, in its discretion.

H. This Agreement shall run with the Property and shall be binding upon and inure to the benefit of the parties hereto, their respective personal representatives, heirs, successors, grantees and assigns. It is agreed that all improvements required pursuant to this Agreement touch and concern the Property regardless of whether such improvements are located on the Property. Assignment of interest within the meaning of this paragraph shall specifically include, but not be limited to, a conveyance or assignment of any portion of the Developer's legal or equitable interest in the Property, as well as any assignment of the Developer's rights to develop the Property under the terms and conditions of this Agreement.

I. In the event the Developer transfers title to the Property and is thereby divested of all equitable and legal interest in the Property, the Developer shall be released from liability under this Agreement with respect to any breach of the terms and conditions of this Agreement occurring after the date of any such transfer of interest. In such event, the succeeding property owner shall be bound by the terms of this Agreement.

J. Each and every term of this Agreement shall be deemed to be a material element hereof. In the event that either party shall fail to perform according to the terms of this Agreement, such party may be declared in default. In the event that a party has been declared in default hereof, such defaulting party shall be given written notice specifying such default and shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to: (a) terminate the Agreement and seek damages; (b) treat the



EXHIBIT "C"

All Public Improvements and maintenance guarantees run now at the end of 15 years since completion of construction

5/5

**MAINTENANCE GUARANTEE:**

The Developer hereby warrants and guarantees to the City, for a period of two (2) years from the date of completion and first acceptance by the City of the public improvements warranted hereunder, the full and complete maintenance and repair of the public improvements constructed for this Development. This warranty and guarantee is made in accordance with the City of Fort Collins Land Use Code and/or the Transitional Land Use Regulations, as applicable. This guarantee applies to the streets and all other appurtenant structures and amenities lying within the rights-of-way, easements and other public properties, including, without limitation, all curbing, sidewalks, bike paths, drainage pipes, culverts, catch basins, drainage ditches and landscaping. Any maintenance and/or repair required on utilities shall be coordinated with the owning utility company or city department.

The Developer shall maintain said public improvements in a manner that will assure compliance on a consistent basis with all construction standards, safety requirements and environmental protection requirements of the City. The Developer shall also correct and repair, or cause to be corrected and repaired, all damages to said public improvements resulting from development-related or building-related activities. In the event the Developer fails to correct any damages within thirty (30) days after written notice thereof, then said damages may be corrected by the City and all costs and charges billed to and paid by the Developer. The City shall also have any other remedies available to it as authorized by this Agreement. Any damages which occurred prior to the end of said two (2) year period and which are unrepaired at the termination of said period shall remain the responsibility of the Developer.

**REPAIR GUARANTEE:**

The Developer agrees to hold the City of Fort Collins, Colorado, harmless for a five (5) year period, commencing upon the date of completion and acceptance by the City of the public improvements constructed for this Development, from any and all claims, damages, or demands arising on account of the design and construction of public improvements of the Property shown on the approved plans and documents for this Development; and the Owner furthermore commits to make necessary repairs to said public improvements, to include, without limitation, the roads, streets, fills, embankments, ditches, cross pans, sub-drains, culverts, walls and bridges within the right-of-way easements and other public properties, resulting from failures caused by design and/or construction defects. This agreement to hold the City harmless includes defects in materials and workmanship, as well as defects caused by or consisting of settling trenches, fills or excavations.

policies, development agreements may still represent our best, if not ideal, alternative to get projects done.

Law Review  
Article

## The Development Agreement

A development agreement is literally a contract between a local jurisdiction (usually a city) and a property owner (usually a developer). The agreement sets the standards and conditions that govern the development of the

property. It provides certainty to the developer that his or her project will be isolated from changes in the jurisdiction's zoning laws over the course of development, but it also contracts the developer to provide benefits to the city, such as infrastructure improvements, public open space, or monetary payment into funds, such as "in lieu" fees, in exchange for that certainty.

Of course, those are development agreements



**From:** Jon Prouty jonj@frii.com  
**Subject:** Redtail  
**Date:** Jul 25, 2024 at 4:47:13 PM  
**To:** dbetley@fcgov.com  
**Cc:** Weber Danny  
dweber@avantcivilgroup.com,  
Mathis Cathy  
CATHY@tbgroup.us,  
tsullivan@fcgov.com  
**Bcc:** Jon Prouty jonj@frii.com

---

Hi DAVE, *Redtail*

Thanks very much for being at the recent ~~Dale~~ meeting. I think we cleared up some questions and are able to keep the project on track.

.  
A couple of points relating to the development agreement (see selected five pages below)

.

**1- public improvements were completed and approved in 2009. That was 25 or 26 years ago. Therefore the two-year maintenance and five-year repair guarantee have run and any minimal repair or maintenance of this city owned property is the obligation of the city not the owner. In fact, the public improvements are in excellent shape except for a couple of curbs/sidewalk**

**repairs because such public improvements have had virtually no or a little use since constructed. Would you share this view?**

.

**2- I don't believe additional soils are necessary at this time because soil tests were done prior to construction of all public improvements that now are in place over or adjacent to such soil tests.**

**Furthermore, when the builder pulls itsf**

**construction permits, additional test will  
be required at that time.**

**Sent from my iPhone**



Retail  
Devel. Agt

All Fully  
Constructed  
& Approved  
15 years  
ago

1/5

The terms of this Agreement shall govern all development activities of the Developer pertaining to the Property. For the purposes of this Agreement, "development activities" shall include, but not be limited to, the following: (1) the actual construction of improvements, (2) obtaining a permit therefor, or (3) any change in grade, contour or appearance of the Property caused by, or on behalf of, the Developer with the intent to construct improvements thereon.

B. All water lines, sanitary sewer collection lines, storm sewer lines and facilities, streets, curbs, gutters, sidewalks, and bikepaths shall be installed as shown on the Final Development Plan Documents and in full compliance with the standards and specifications of the City on file in the office of the City Engineer at the time of approval of the utility plans relating to the specific utility, subject to a three (3) year time limitation from the date of approval of the site specific development plan. In the event that the Developer commences or performs any construction pursuant hereto after the passage of three (3) years from the date of approval of the site specific development plan, the Developer shall resubmit the utility plans to the City Engineer for reexamination. The City may then require the Developer to comply with the approved standards and specifications of the City on file in the office of the City Engineer at the time of the resubmittal.

C. No building permit for the construction of any structure within the Property shall be issued by the City until the public water lines and stubs to each lot, fire hydrants, electrical lines, sanitary sewer lines and stubs to each lot, and public streets (including curb, gutter, and pavement with at least the base course completed) serving such structure have been completed and accepted by the City. No building permits shall be issued for any structure located in excess of six hundred and sixty feet (660') from a single point of access, unless the structures contain sprinkler systems that are approved by the Poudre Fire Authority.

D. Any water lines, sanitary sewer lines, storm drainage lines, electrical lines, and/or streets described on Exhibit "A," attached hereto, shall be installed within the time and/or sequence required on Exhibit "A." If the City Engineer has determined that any water lines, sanitary sewer lines, storm drainage facilities and/or streets are required to provide service or access to other areas of the City, those facilities shall be shown on the Final Development Plan Documents and shall be installed by the Developer within the time as established under "Special Conditions" in this document.

E. Except as otherwise herein specifically agreed, the Developer agrees to install and pay for all water, sanitary sewer, and storm drainage facilities and appurtenances, and all streets, curbs, gutters, sidewalks, bikeways and other public improvements required by this Development as shown on the Final Development Plan Documents and other approved documents pertaining to this Development on file with the City.



*[Handwritten signature]*

2/5

1. No combustible material will be allowed on the site until a permanent water system is installed by the Developer and approved by the City.

2. Prior to beginning any building construction, and throughout the build-out of this Development, the Developer shall provide and maintain at all times an accessway to said building or buildings. Such accessway shall be adequate to handle any emergency vehicles or equipment, and the accessway shall be kept open during all phases of construction. Such accessway shall be constructed to an unobstructed width of at least 20 feet with 4 inches of aggregate base course material compacted according to city standards and with an 80 foot diameter turnaround at the building end of said accessway. The turnaround is not required if an exit point is provided at the end of the accessway. Prior to the construction of said accessway, a plan for the accessway shall be submitted to and approved by the Poudre Fire Authority and City Engineer. (Three plan sets shall be submitted to the Poudre Fire Authority at 102 Remington Street for review and processing.) If such accessway is at any time deemed inadequate by the Poudre Fire Authority or City Engineer, the accessway shall be promptly brought into compliance and until such time that the accessway is brought into compliance, the City and/or the Poudre Fire Authority may issue a stop work order for all or part of the Development.

I. Footing and Foundation Permits

1. Notwithstanding any provision in this Agreement to the contrary, the Developer shall have the right to obtain a Footing and Foundation permit upon the installation of all underground water, sanitary sewer, and storm sewer facilities, and an emergency accessway for the Phase in which the permit is being requested. Facilities shall include but not be limited to all mains, lines, services, fire hydrants and appurtenances for the Phase as shown on the Final Development Plan Documents.

J. Development Construction Permit

1. The Developer shall apply for and obtain a Development Construction Permit for this Development, in accordance with Division 2.6 of the Land Use Code (or Section 29-12 of the Transitional Land Use Regulations, if applicable), prior to the Developer commencing construction. The Developer shall pay the required fees for said Permit and construction inspection, and post security to guarantee completion of the public improvements required for this Development, prior to issuance of the Development Construction Permit.

*Completed and approved in 2009*

K. Maintenance and Repair Guarantees

1. The Developer agrees to provide a two-year maintenance guarantee and a five-year repair guarantee covering all errors or omissions in the design and/or construction of the public improvements required for this Development, which guarantees shall run concurrently and shall commence upon the date of

*Public Improvements and maintenance guarantees have run now at 15 years since completion of construction*

3/5

completion of the public improvements and acceptance thereof by the City. More specific elements of these guarantees are noted in Exhibit "C". Security for the maintenance guarantee and the repair guarantee shall be as provided in Section 3.3.2(C) of the Land Use Code, or Section 29-14 of the Transitional Land Use Regulations, as applicable. Notwithstanding the provisions of paragraphs III (H) and (I) of this Agreement to the contrary, the obligations of the Developer pursuant to this paragraph and Exhibit "C" may not be assigned or transferred to any other person or entity unless the warranted improvements are completed by, and a letter of acceptance of the warranted improvements is received from the City by, such other person or entity.

III. Miscellaneous

A. The Developer agrees to provide and install, at its expense, adequate barricades, warning signs and similar safety devices at all construction sites within the public right-of-way and/or other areas as deemed necessary by the City Engineer and Traffic Engineer in accordance with the City's "Work Area Traffic Control Handbook" and shall not remove said safety devices until the construction has been completed.

B. As required pursuant to Chapter 20, Article IV of the City Code, the Developer shall, at all times, keep the public right-of-way free from accumulation of waste material, rubbish, or building materials caused by the Developer's operation, or the activities of individual builders and/or subcontractors; shall remove such rubbish as often as necessary, but no less than daily and; at the completion of the work, shall remove all such waste materials, rubbish, tools, construction equipment, machinery, and surplus materials from the public right-of-way. The Developer further agrees to maintain the finished street surfaces so that they are free from dirt caused by the Developer's operation or as a result of building activity. Any excessive accumulation of dirt and/or construction materials shall be considered sufficient cause for the City to withhold building permits and/or certificates of occupancy until the problem is corrected to the satisfaction of the City Engineer. If the Developer fails to adequately clean such streets within two (2) days after receipt of written notice, the City may have the streets cleaned at the Developer's expense and the Developer shall be responsible for prompt payment of all such costs. The Developer also agrees to require all contractors within the Development to keep the public right-of-way clean and free from accumulation of dirt, rubbish, and building materials.

C. The Developer hereby agrees that it will require its contractors and subcontractors to cooperate with the City's construction inspectors by ceasing operations when winds are of sufficient velocity to create blowing dust which, in the inspector's opinion, is hazardous to the public health and welfare.

D. The Developer shall, pursuant to the terms of this Agreement, complete all improvements and perform all other obligations required herein, as such improvements or obligations may be shown on the Final Development Plan Documents, or any documents executed in the future that are required by the City for the approval of an amendment to a development plan...

Jon Comment

No New Obligations or Changes To The Current Development Plan, As Amended, Shall Be Required By The City For Approval of A ~~Minor~~ Amendment To The Development Agreement to Change A Permitted Zoning Use From 4 Office Buildings To 3 Apartment Buildings.



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E. Nothing herein contained shall be construed as a waiver of any requirements of the City Code, Land Use Code, or Transitional Land Use Regulations (as applicable) and the Developer agrees to comply with all requirements of the same.

F. In the event the City waives any breach of this Agreement, no such waiver shall be held or construed to be a waiver of any subsequent breach hereof.

G. All financial obligations of the City arising under this Agreement that are payable after the current fiscal year are contingent upon funds for that purpose being annually appropriated, budgeted and otherwise made available by the Fort Collins City Council, in its discretion.

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I. In the event the Developer transfers title to the Property and is thereby divested of all equitable and legal interest in the Property, the Developer shall be released from liability under this Agreement with respect to any breach of the terms and conditions of this Agreement occurring after the date of any such transfer of interest. In such event, the succeeding property owner shall be bound by the terms of this Agreement.

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The Developer shall maintain said public improvements in a manner that will assure compliance on a consistent basis with all construction standards, safety requirements and environmental protection requirements of the City. The Developer shall also correct and repair, or cause to be corrected and repaired, all damages to said public improvements resulting from development-related or building-related activities. In the event the Developer fails to correct any damages within thirty (30) days after written notice thereof, then said damages may be corrected by the City and all costs and charges billed to and paid by the Developer. The City shall also have any other remedies available to it as authorized by this Agreement. Any damages which occurred prior to the end of said two (2) year period and which are unrepaired at the termination of said period shall remain the responsibility of the Developer.

**REPAIR GUARANTEE:**

The Developer agrees to hold the City of Fort Collins, Colorado, harmless for a five (5) year period, commencing upon the date of completion and acceptance by the City of the public improvements constructed for this Development, from any and all claims, damages, or demands arising on account of the design and construction of public improvements of the Property shown on the approved plans and documents for this Development; and the Owner furthermore commits to make necessary repairs to said public improvements, to include, without limitation, the roads, streets, fills, embankments, ditches, cross pans, sub-drains, culverts, walls and bridges within the right-of-way easements and other public properties, resulting from failures caused by design and/or construction defects. This agreement to hold the City harmless includes defects in materials and workmanship, as well as defects caused by or consisting of settling trenches, fills or excavations.

policies, development agreements may still represent our best, if not ideal, alternative to get projects done.

Law Review  
Article

## The Development Agreement

A development agreement is literally a contract between a local jurisdiction (usually a city) and a property owner (usually a developer). The agreement sets the standards and conditions that govern the development of the



property. It provides certainty to the developer that his or her project will be isolated from changes in the jurisdiction's zoning laws over the course of development, but it also contracts the developer to provide benefits to the city, such as infrastructure improvements, public open space, or monetary payment into funds, such as "in lieu" fees, in exchange for that certainty.

Of course, those are development agreements

To Jesse  
CC: Cathy  
Cc: Clark  
CC Todd  
CC JON  
Date 072524

.  
red tail environmental

.  
Hi Jesse

.  
The meeting with the city yesterday went well. We are still on track!

.  
We need you to review the attached documents and get a handle on the huge amount of work that has been done in the environmental areas.

.  
And very importantly be able to explain how our current major amendment (deleting 4 office buildings and adding three apartment buildings) will be totally compliant with the hundreds of pages of environmental analysis and reports already done. And therefore, no such work required.

.  
We need you, our expert, write a letter to Jesse and Scott or whoever stating that our amendment is totally compliant with all prior environmental studies and reports, and that that will be satisfactory to the city.

.  
Please start on this ASAP as we have a conceptual review August 15 and want this matter resolved by the city by that time.

.  
Thanks, JON

CEDAR CREEK  
ASSOCIATES, INC.

916 Willshire Ave. • Fort Collins, Colorado 80521 • (970) 493-4394



November 20, 2003

Doug Moore  
Natural Resources Department  
City of Fort Collins  
P.O. Box 580  
Fort Collins, CO 80522-0580

*Redtail Complies  
With AWC Exceeds  
Standards Set By  
Ecological Study*

RE: Final Revised Addendum to Redtail Project Ecological Characterization Study Report – Compliance with City of Fort Collins Buffer Zone Performance Standards

Dear Doug:

As a result of the many and positive modifications to the Redtail Project since my last submittal of April 29, 2003, I am submitting this letter as my final review of the project's compliance with City of Fort Collins Natural Resource Buffer Zone Performance Standards.

City of Fort Collins Buffer Zone Performance Standards (Section 3.4.1 (E) of the City of Fort Collins Land Use Code)

The following provides my evaluation for each applicable standard and requirement within this section of the Land Use Code.

3.4.1 (E) (1) – Establishment of Buffer Zones

Natural habitats and features on or near the Redtail Project Area for which City of Fort Collins buffer standards apply include the wetland drainage and ponds on the property and an existing red-tailed hawk nest south of the property in the Redtail Grove Natural Area.

City standards call for a 1,320-foot development setback from red-tailed hawk nests. As currently proposed, the Redtail Project has a 1,200-foot buffer that would be a 6 percent reduction in the required buffer. Establishment of an average buffer distance of at least 80 percent or more of the established buffer requirement is permitted by as long as compliance with the City's buffer zone performance standards is demonstrated.

*plus Redtail  
of Redtail  
height for  
61' to 30'*

Based on previous conversations with Natural Resources staff (Tom Shoemaker and Doug Moore), it was agreed that a buffer requirement of 50 feet was applicable for naturalized detention ponds and associated wetlands located on the Redtail development site. The small area of wetland impact at the south end of the property has been reduced to the maximum extent possible by shifting the southern building footprints to the north. Current project development design indicates that after the loss of the indicated wetland areas at the south end of the property, an average buffer distance of 60.3 feet would be maintained for remaining undisturbed wetland areas, although some wetland buffer distances would be less than 50 feet. The average 60.3-foot buffer represents a 120.6 percent compliance with the required average buffer distance of 50 feet. A minimum buffer of at least 50 feet would also be maintained for all created wetland mitigation areas except for the open water mitigation area to be created in the northwest corner of the property. Constraints associated with road design criteria permit no setback from the extension of Redtail Court and the open water mitigation area to be created. Impacts associated with reductions in the 50-foot buffer zone elsewhere will be mitigated by revegetation of all areas of the buffer zone area into native grassland with inclusions of native shrub and tree plantings. Naturalized retaining walls will also be



constructed as necessary to provide slope stability between development and buffer zones as well as providing additional visual screening of development from the buffer zones and preserved natural area. All open water and wetland impacts will be mitigated by one-for-one replacement in the designated mitigation areas. A detailed revegetation and wetlands mitigation plan, developed by Cedar Creek Associates, Inc., is included with the Redtail development plan submittal to the City of Fort Collins. The plan will also be submitted to the U.S. Army Corps of Engineers since the small area of wetland impact would be within jurisdictional wetlands.

Based on Section 3.4.1 (E) (1) reductions in the 50-foot wetland buffer zone can be approved by the City provided the buffer zone performance standards are achieved. My assessment regarding the Redtail project's compliance with the City's buffer zone performance standards is as follows.

### 3.4.1 (E) (1) – Buffer Zone Standards

(a) The project will preserve the remaining non-impacted wetland areas, and regrading disturbances in the buffer zone will be revegetated to wetland mitigation areas or native grassland uplands with inclusions of native tree and shrub plantings. All open water and wetland impacts will be mitigated by one-for-one replacement in the designated mitigation areas. Native tree and shrub plantings will be employed to enhance wildlife habitat as well as to provide visual screening of development features that intrude into the buffer zone. Existing habitat in the buffer zone consists almost entirely of non-native grassland except in the immediate vicinity of the pond edges where wetlands and a few species of native trees are supported. Non-native grassland is dominated by introduced grass species such as smooth brome (*Bromopsis inermis*), crested wheatgrass (*Agropyron cristatum*), and cheatgrass (*Anisthantha tectorum*). Habitat value and wildlife use of non-native grassland habitat is limited because of low vegetation species diversity, low forage value, and the relative lack of woody vegetation cover. The proposed revegetation/mitigation plan would replace the non-native grassland community in the buffer zone with native grasses and tree and shrub plantings. Proposed naturalized retaining walls will preserve the structural integrity of steeper slopes within the buffer zone and also prevent slope erosion into the zone, wetlands, and naturalized detention ponds. Plantings in the buffer zone and in the naturalized retaining walls will enhance habitat diversity by increasing vegetation cover and forage values as well as vegetation structural diversity. Increased habitat diversity adjacent to the existing wetlands and drainage will also serve to enhance the overall habitat value of the wetland. Therefore, the project is in compliance with this performance standard.

(b) The potential for wildlife movement from the Redtail Grove Natural Area into the unnamed drainage on the property will be maintained with project development. The two planned road crossing across the drainage will have minimal effect on urban-adapted wildlife use of the drainage since similar development features and buildings already exist in close proximity to the east side of the drainage. In addition culverts under Cameron Drive and Redtail Court will permit aquatic wildlife movement. The existing unnamed drainage on the property has minimal value as a wildlife corridor to other natural areas for a variety of reasons. First, although the drainage connects to the Fossil Creek drainage south of the Redtail property, immediately east of this confluence the Fossil Creek drainage corridor is interrupted by a major four-lane arterial, College Avenue. The current culvert structure that passes Fossil Creek flow under College Avenue does not permit any wildlife movement. The west end of the unnamed drainage on the Redtail property is interrupted by the Colorado and Southern Railroad right-of-way. Here again, the current culvert design precludes any wildlife movement under the railroad embankment. Residential developments exist west of the railroad right-of-way. Establishment of segments of naturalized retaining walls and vegetation plantings will minimize the visual effect of the proposed development by creating visual screening of developed sites from the preserved natural areas on the property.

(c) A number of significant trees grow along the drainage and the pond perimeters. That status of all trees on the property have been reviewed with the City Forester and his recommendations for tree preservation have been followed to the maximum extent possible. Current project development plans

No Redtail  
fencing  
along south  
side

facilitated by no fencing along Redtail  
south boundary adjacent to same.



will result in avoidance of disturbance to the most significant stands of trees, but a few native trees will be lost due to project components and the wetland mitigation areas. Trees determined to be significant by the City of Fort Collins will be mitigated by plantings of replacement trees in the buffer zone as required by the City. Loss of a total of 49 significant trees cannot be avoided. However, these losses will be mitigated by the plantings of 72 replacement trees, 59 of which would be native trees. The majority of the trees to be lost to development are Siberian elms and Russian olives that are classified as nuisance species by the City of Fort Collins. In fact, all trees designated as nuisance or undesirable trees will be removed as additional mitigation to be implemented by the Redtail Project. All remaining undisturbed wetlands and replacement wetland mitigation areas will be protected with the establishment of the buffer zone. Therefore, the project is in compliance with this performance standard.

(d) Applicable portions of this performance standard include the protection of nesting, feeding, and wintering areas for waterfowl, wading birds, and shorebirds as well as protection of any wetland greater than 0.25 acre in size. Revegetation of the buffer zone to native grasses, shrubs, and trees will protect the existing wetlands and enhance habitat and vegetation cover for waterbird use of the wetland drainage. Therefore, the project is in compliance with this performance standard. With respect to the red-tailed hawk nest south of the property, a 6 percent reduction in the 1,320-foot buffer would not have any adverse effect on nesting use for the following reasons. The Redtail development would be out of direct line-of-sight of the nest as illustrated in the September 16, 2002 letter from Jon Prouty to Michelle Pawar and Doug Moore (see attached letter). Outside lighting along the south side of the development as well as areas facing the wetland buffer zone will be shielded to minimize off-site nighttime light intrusion. Street and parking areas are designed to be interior to the project to minimize noise intrusion into the Redtail Grove Natural Area and wetland buffer zones. Finally existing commercial and/or residential developments on the south side of Cameron Drive and the east side of College Avenue are closer to the red-tailed hawk nest than the proposed Redtail project, indicating red-tailed hawk tolerance of these features. Therefore, the project is in compliance with this performance standard.

(e) Revegetation of the buffer zone to native grasses, shrubs, and trees and construction of naturalized retaining walls with vegetation will not only minimize degradation of the ecological character of the wetland but enhance adjacent habitat and existing habitat diversity. Further, the project is designed so that roadway and higher use areas are centralized in the project area, thereby buffering these higher use from wildlife areas with the backs of buildings. Plantings of native shrubs and trees will also provide visual screening between the buffer zone and building envelopes. External landscape or security lighting fronting the buffer zone and wetlands will be shielded to minimize nighttime light impacts on these areas. Diversion of surface runoff from developed portions of the property into water quality detention basins prior to release into the wetland drainage will minimize the risk of water quality degradation in the wetlands, ponds, and unnamed drainage. Therefore, the project is in compliance with this performance standard.

(f) Minor slope changes will be required for construction of wetland mitigation areas and detention basins, but the general character of existing slopes within the buffer zone will be maintained after regrading. Construction of the naturalized retaining walls will mimic, to some extent, existing areas of rock outcrop near the south end of the property. Therefore, the project is in compliance with this performance standard.

(g) As indicated, the buffer zone will be revegetated to native grassland with inclusions of native shrub and tree plantings. Therefore, the project is in compliance with this performance standard.

(h) A walking path and wildlife viewing area will be constructed within portions of the buffer zone for passive recreation and wildlife and natural areas viewing. Since existing office buildings and associated human use areas are currently located immediately adjacent to the east side of the wetland drainage, I believe the Redtail walking trail and viewing area to be compatible with the ecological character and wildlife use of the wetland. Construction of the naturalized retaining walls will preclude human access



into much of the buffer zone, thereby restricting human access within the buffer zone to the established trail and viewing area. Therefore, the project is in compliance with this performance standard.

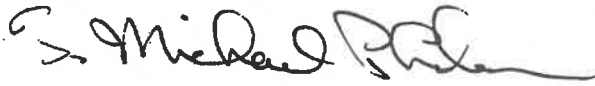
**3.4.1 (E) (2) – Development Activities Within the Buffer Zone**

Portions of the buffer zone will be regraded to create a stormwater detention basins and wetland mitigation areas. Buffer zone disturbances will be revegetated to native vegetation. The stormwater detention basins, walking pathways, and wetland mitigation areas are all permitted developments within the buffer zone. Therefore, the project is in compliance with the requirements of Section 3.4.1 (E) (2).

Doug, this concludes my final evaluation of Buffer Zone Performance Standards as they pertain to the Redtail development. Please call if you have any questions.

Sincerely,

**CEDAR CREEK ASSOCIATES, INC.**



**T. Michael Phelan**  
Principal

attachments

pc: J. Prouty, Lagunitas  
C. Mathis, VF Ripley

**CEDAR CREEK  
ASSOCIATES, INC.**

916 Willshire Ave. • Fort Collins, Colorado 80521 • (970) 493-4394



*Buffer  
E.C.A. Chan  
Mike Phelan*

October 9, 2003

Doug Moore  
Natural Resources Department  
City of Fort Collins  
P.O. Box 580  
Fort Collins, CO 80522-0580

RE: Final Revised Addendum to Redtail Project Ecological Characterization Study Report – Compliance with City of Fort Collins Buffer Zone Performance Standards

Dear Doug:

As a result of the many and positive modifications to the Redtail Project since my last submittal of April 29, 2003, I am submitting this letter as my final review of the project's compliance with City of Fort Collins Natural Resource Buffer Zone Performance Standards.

**City of Fort Collins Buffer Zone Performance Standards (Section 3.4.1 (E) of the City of Fort Collins Land Use Code)**

The following provides my evaluation for each applicable standard and requirement within this section of the Land Use Code.

**3.4.1 (E) (1) – Establishment of Buffer Zones**

Natural habitats and features on or near the Redtail Project Area for which City of Fort Collins buffer standards apply include the wetland drainage and ponds on the property and an existing red-tailed hawk nest south of the property in the Redtail Grove Natural Area.

City standards call for a 1,320-foot development setback from red-tailed hawk nests. As currently proposed, the Redtail Project has a \_\_\_\_-foot buffer that would be a \_\_\_\_ percent reduction in the required buffer. Establishment of an average buffer distance of at least 80 percent or more of the established buffer requirement is permitted by as long as compliance with the City's buffer zone performance standards is demonstrated.

Based on previous conversations with Natural Resources staff (Tom Shoemaker and Doug Moore), it was agreed that a buffer requirement of 50 feet was applicable for naturalized detention ponds and associated wetlands located on the Redtail development site. The small area of wetland impact at the south end of the property has been reduced to the maximum extent possible by shifting the southern building footprints to the north. Current project development design indicates that after the loss of the indicated wetland areas at the south end of the property, an average buffer distance of \_\_\_\_ feet would be maintained for remaining undisturbed wetland areas, although some wetland buffer distances would be less than 50 feet. A minimum buffer of at least 50 feet would also be maintained for all created wetland mitigation areas except for the open water mitigation area to be created in the northwest corner of the property. Constraints associated with road design criteria permit no setback from the extension of Redtail Court and the open water mitigation area to be created. Impacts associated with reductions in the 50-foot buffer zone elsewhere will be mitigated by revegetation of all areas of the buffer zone area into native grassland with inclusions of native shrub and tree plantings. Naturalized retaining walls will also be constructed as necessary to provide slope stability between development and buffer zones as well as providing additional visual screening of development from the buffer zones and preserved natural area. All open water and

wetland impacts will be mitigated by one-for-one replacement in the designated mitigation areas. A detailed revegetation and wetlands mitigation plan, developed by Cedar Creek Associates, Inc., is included with the Redtail development plan submittal to the City of Fort Collins. The plan will also be submitted to the U.S. Army Corps of Engineers since the small area of wetland impact would be within jurisdictional wetlands.

Based on Section 3.4.1 (E) (1) reductions in the 50-foot wetland buffer zone can be approved by the City provided the buffer zone performance standards are achieved. My assessment regarding the Redtail project's compliance with the City's buffer zone performance standards is as follows.

#### 3.4.1 (E) (1) – Buffer Zone Standards

- (a) The project will preserve the remaining non-impacted wetland areas, and regrading disturbances in the buffer zone will be revegetated to wetland mitigation areas or native grassland uplands with inclusions of native tree and shrub plantings. All open water and wetland impacts will be mitigated by one-for-one replacement in the designated mitigation areas. Native tree and shrub plantings will be employed to enhance wildlife habitat as well as to provide visual screening of development features that intrude into the buffer zone. Existing habitat in the buffer zone consists almost entirely of non-native grassland except in the immediate vicinity of the pond edges where wetlands and a few species of native trees are supported. Non-native grassland is dominated by introduced grass species such as smooth brome (*Bromopsis inermis*), crested wheatgrass (*Agropyron cristatum*), and cheatgrass (*Anisthantha tectorum*). Habitat value and wildlife use of non-native grassland habitat is limited because of low vegetation species diversity, low forage value, and the relative lack of woody vegetation cover. The proposed revegetation/mitigation plan would replace the non-native grassland community in the buffer zone with native grasses and tree and shrub plantings. Proposed naturalized retaining walls will preserve the structural integrity of steeper slopes within the buffer zone and also prevent slope erosion into the buffer zone, wetlands, and naturalized detention ponds. Plantings in the buffer zone and in the naturalized retaining walls will enhance habitat diversity by increasing vegetation cover and forage values as well as vegetation structural diversity. Increased habitat diversity adjacent to the existing wetlands and drainage will also serve to enhance the overall habitat value of the wetland. Therefore, the project is in compliance with this performance standard.
- (b) The potential for wildlife movement from the Redtail Grove Natural Area into the unnamed drainage on the property will be maintained with project development. The two planned road crossing across the drainage will have minimal effect on urban-adapted wildlife use of the drainage since similar development features and buildings already exist in close proximity to the east side of the drainage. In addition culverts under Cameron Drive and Redtail Court will permit aquatic wildlife movement. The existing unnamed drainage on the property has minimal value as a wildlife corridor to other natural areas for a variety of reasons. First, although the drainage connects to the Fossil Creek drainage south of the Redtail property, immediately east of this confluence the Fossil Creek drainage corridor is interrupted by a major four-lane arterial, College Avenue. The current culvert structure that passes Fossil Creek flow under College Avenue does not permit any wildlife movement. The west end of the unnamed drainage on the Redtail property is interrupted by the Colorado and Southern Railroad right-of-way. Here again, the current culvert design precludes any wildlife movement under the railroad embankment. Residential developments exist west of the railroad right-of-way. Establishment of segments of naturalized retaining walls and vegetation plantings will minimize the visual effect of the proposed development by creating visual screening of developed sites from the preserved natural areas on the property.
- (c) A number of significant trees grow along the drainage and the pond perimeters. That status of all trees on the property have been reviewed with the City Forester and his recommendations for tree preservation have been followed to the maximum extent possible. Current project development plans will result in avoidance of disturbance to the most significant stands of trees, but a few native trees will be lost due to project components and the wetland mitigation areas. Trees determined to be significant by the City of Fort Collins will be mitigated by plantings of replacement trees in the buffer zone as required by the

City. Loss of a total of \_\_\_\_ significant trees cannot be avoided. However, these losses will be mitigated by the plantings of \_\_\_\_ replacement trees as well as by planting of \_\_\_\_ additional native trees. The majority of the trees to be lost to development are Siberian elms and Russian olives that are classified as nuisance species by the City of Fort Collins. All remaining undisturbed wetlands and replacement wetland mitigation areas will be protected with the establishment of the buffer zone. Therefore, the project is in compliance with this performance standard.

(d) Applicable portions of this performance standard include the protection of nesting, feeding, and wintering areas for waterfowl, wading birds, and shorebirds as well as protection of any wetland greater than 0.25 acre in size. Revegetation of the buffer zone to native grasses, shrubs, and trees will protect the existing wetlands and enhance habitat and vegetation cover for waterbird use of the wetland drainage. Therefore, the project is in compliance with this performance standard. With respect to the red-tailed hawk nest south of the property, a \_\_\_\_ percent reduction in the 1,320-foot buffer would not have any adverse effect on nesting use for the following reasons. The Redtail development would be out of direct line-of-sight of the nest as illustrated in the September 16, 2002 letter from Jon Prouty to Michelle Pawar and Doug Moore (see attached letter). Outside lighting along the south side of the development as well as areas facing the wetland buffer zone will be shielded to minimize off-site nighttime light intrusion. Street and parking areas are designed to be interior to the project to minimize noise intrusion into the Redtail Grove Natural Area and wetland buffer zones. Finally existing commercial and/or residential developments on the south side of Cameron Drive and the east side of College Avenue are closer to the red-tailed hawk nest than the proposed Redtail project, indicating red-tailed hawk tolerance of these features. Therefore, the project is in compliance with this performance standard.

(e) Revegetation of the buffer zone to native grasses, shrubs, and trees and construction of naturalized retaining walls with vegetation will not only minimize degradation of the ecological character of the wetland but enhance adjacent habitat and existing habitat diversity. Further, the project is designed so that roadway and higher use areas are centralized in the project area, thereby buffering these higher use from wildlife areas with the backs of buildings. Plantings of native shrubs and trees will also provide visual screening between the buffer zone and building envelopes. External landscape or security lighting fronting the buffer zone and wetlands will be shielded to minimize nighttime light impacts on these areas. Diversion of surface runoff from developed portions of the property into water quality detention basins prior to release into the wetland drainage will minimize the risk of water quality degradation in the wetlands, ponds, and unnamed drainage. Therefore, the project is in compliance with this performance standard.

(f) Minor slope changes will be required for construction of wetland mitigation areas and detention basins, but the general character of existing slopes within the buffer zone will be maintained after regrading. Construction of the naturalized retaining walls will mimic, to some extent, existing areas of rock outcrop near the south end of the property. Therefore, the project is in compliance with this performance standard.

(g) As indicated, the buffer zone will be revegetated to native grassland with inclusions of native shrub and tree plantings. Therefore, the project is in compliance with this performance standard.

(h) A walking path and wildlife viewing area will be constructed within portions of the buffer zone for passive recreation and wildlife and natural areas viewing. Since existing office buildings and associated human use areas are currently located immediately adjacent to the east side of the wetland drainage, I believe the Redtail walking trail and viewing area to be compatible with the ecological character and wildlife use of the wetland. Construction of the naturalized retaining walls will preclude human access into much of the buffer zone, thereby restricting human access within the buffer zone to the established trail and viewing area. Therefore, the project is in compliance with this performance standard.

#### 3.4.1 (E) (2) – Development Activities Within the Buffer Zone



D. Moore

4/29/03

Page 4

Portions of the buffer zone will be regraded to create a stormwater detention basins and wetland mitigation areas. Buffer zone disturbances will be revegetated to native vegetation. The stormwater detention basins, walking pathways, and wetland mitigation areas are all permitted developments within the buffer zone. Therefore, the project is in compliance with the requirements of Section 3.4.1 (E) (2).

Doug, this concludes my final evaluation of Buffer Zone Performance Standards as they pertain to the Redtail development. Please call if you have any questions.

Sincerely,

CEDAR CREEK ASSOCIATES, INC.

T. Michael Phelan

Principal

attachments

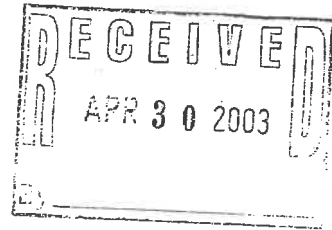
pc: J. Prouty, Lagunitas

C. Mathis & L. Herbert, VF Ripley

**CEDAR CREEK  
ASSOCIATES, INC.**



916 Willshire Ave. • Fort Collins, Colorado 80521 • (970) 493-4394



April 29, 2003

Doug Moore  
Natural Resources Department  
City of Fort Collins  
P.O. Box 580  
Fort Collins, CO 80522-0580

RE: Revised Addendum to Redtail Project Ecological Characterization Study Report – Offsite Wetland Impacts and Compliance with City of Fort Collins Buffer Zone Performance Standards

Dear Doug:

Based on the Proposed Redtail Project's most recent grading and stormwater control plan I have reviewed, I am providing this revised offsite wetland impact assessment for your review. This letter supersedes my previous evaluation provided to you in my February 24, 2003 letter..

**Potential for Offsite Wetland Impacts**

The Redtail Project, as currently proposed, would eliminate a small (0.29-acre) wetland at the south end of the project area. The wetland to be impacted extends beyond the Redtail Project property boundary into the City of Fort Collins' Redtail Grove Natural Area. This wetland has developed within and along the perimeter of an east-west oriented, shallow drainage. Moisture to this drainage is fed by a culvert located under the Colorado and Southern Railroad tracks immediately south of the southwest corner of the Redtail property (see attached Figure 2 from Redtail Ecological Characterization Study Report). The center and lowest portion of this drainage is located downslope and to the south of the Redtail property boundary.

The proposed Redtail Project would not directly impact the adjacent wetland and associated drainage pattern in the Redtail Grove Natural Area. However, Department of Natural Resources staff has expressed the concern that the Redtail Grove Natural Area wetland could be indirectly impacted by proposed project development activities. As indicated, a culvert under the existing railroad right-of-way discharges surface water to this wetland. No changes to the culvert or water flows out of the culvert would occur with development of the Redtail Project. Water discharged from the culvert would continue to flow down the central portion of the drainage that is south of the Redtail Project boundary.

Wetlands lost to development on the Redtail Project area would be replaced by building footprints and other impervious surfaces. Runoff from these impervious surfaces as well as surface water that formerly supported the lost wetland area will be directed into catchment/water quality treatment basins constructed along the southern edge of the Redtail Property. Treated surface water flow would then be released to the east and into the main drainage along the eastern edge of the Redtail property. Therefore, construction of the Redtail Project would not have any indirect affect on Redtail Grove Natural Area wetlands as a result of increased or decreased surface water runoff into this area.

**City of Fort Collins Buffer Zone Performance Standards (Section 3.4.1 (E) of the City of Fort Collins Land Use Code)**

The following provides my evaluation for each applicable standard and requirement within this section of the Land Use Code.

3.4.1 (E) (1) – Establishment of Buffer Zones

Natural habitats and features on or near the Redtail Project Area for which City of Fort Collins buffer standards apply include the wetland drainage and ponds on the property and an existing red-tailed hawk nest south of the property in the Redtail Grove Natural Area. *and ditches*

City standards call for a 1,320-foot development setback from red-tailed hawk nests. As currently proposed, the Redtail Project has a 1,240-foot buffer that would be a 6 percent reduction in the required buffer. Establishment of an average buffer distance of at least 80 percent or more of the established buffer requirement is permitted by as long as compliance with the City's buffer zone performance standards is demonstrated.

Based on previous conversations with Natural Resources staff (Tom Shoemaker and Doug Moore), it was agreed that a buffer requirement of 50 feet was applicable for naturalized detention ponds and associated wetlands located on the Redtail development site. Current project development design indicates that after the loss of the indicated wetland areas at the south end of the property, an average buffer distance of 56 feet would be maintained for remaining undisturbed wetland areas, although some wetland buffer distances would be less than 50 feet. A minimum buffer of at least 50 feet would also be maintained for all created wetland mitigation areas except for the open water mitigation area to be created in the northwest corner of the property. Constraints associated with road design criteria permit no setback from the extension of Redtail Court and the open water mitigation area to be created. Impacts associated with reductions in the 50-foot buffer zone elsewhere will be mitigated by revegetation of all areas of the buffer zone area into native grassland with inclusions of native shrub and tree plantings. All open water and wetland impacts will be mitigated by one-for-one replacement in the designated mitigation areas. A detailed revegetation and wetlands mitigation plan, developed by Cedar Creek Associates, Inc., is included with the Redtail development plan submittal to the City of Fort Collins.

Based on Section 3.4.1 (E) (1) reductions in the 50-foot wetland buffer zone can be approved by the City provided the buffer zone performance standards are achieved. My assessment regarding the Redtail project's compliance with the City's buffer zone performance standards is as follows.

3.4.1 (E) (1) – Buffer Zone Standards

(a) The project will preserve the remaining non-impacted wetland areas, and regrading disturbances in the buffer zone will be revegetated to wetland mitigation areas or native grassland uplands with inclusions of native tree and shrub plantings. All open water and wetland impacts will be mitigated by one-for-one replacement in the designated mitigation areas. Native tree and shrub plantings will be employed to enhance wildlife habitat as well as to provide visual screening of development features that intrude into the buffer zone. Existing habitat in the buffer zone consists almost entirely of non-native grassland except in the immediate vicinity of the pond edges where wetlands and a few species of native trees are supported. Non-native grassland is dominated by introduced grass species such as smooth brome (*Bromopsis inermis*), crested wheatgrass (*Agropyron cristatum*), and cheatgrass (*Anisthantha tectorum*). Habitat value and wildlife use of non-native grassland habitat is limited because of low vegetation species diversity, low forage value, and the relative lack of woody vegetation cover. The proposed revegetation/mitigation plan would replace the non-native grassland community in the buffer zone with native grasses and tree and shrub plantings. These plantings will enhance habitat diversity by increasing vegetation cover and forage values as well as vegetation structural diversity. Increased habitat diversity adjacent to the existing wetlands and drainage will also serve to enhance the overall habitat value of the wetland. Therefore, the project is in compliance with this performance standard.

(b) The potential for wildlife movement from the Redtail Grove Natural into the unnamed drainage on the property will be maintained with project development. The two planned road crossing across the

drainage will have minimal effect on urban-adapted wildlife use of the drainage since similar development features and buildings already exist in close proximity to the east side of the drainage. In addition culverts under Cameron Drive and Redtail Court will permit aquatic wildlife movement. The existing unnamed drainage on the property has minimal value as a wildlife corridor to other natural areas for a variety of reasons. First, although the drainage connects to the Fossil Creek drainage south of the Redtail property, immediately east of this confluence the Fossil Creek drainage corridor is interrupted by a major four-lane arterial, College Avenue. The current culvert structure that passes Fossil Creek flow under College Avenue does not permit any wildlife movement. The west end of the unnamed drainage on the Redtail property is interrupted by the Colorado and Southern Railroad right-of-way. Here again, the current culvert design precludes any wildlife movement under the railroad embankment. Residential developments exist west of the railroad right-of-way.

(c) A number of significant trees grow along the drainage and the pond perimeters. Current project development plans will result in avoidance of disturbance to the most significant stands of trees, but a few native trees will be lost due to project components and the wetland mitigation areas. Trees determined to be significant by the City of Fort Collins will be mitigated by plantings of replacement trees in the buffer zone as required by the City. All remaining undisturbed wetlands and replacement wetland mitigation areas will be protected with the establishment of the buffer zone. Therefore, the project is in compliance with this performance standard.

(d) Applicable portions of this performance standard include the protection of nesting, feeding, and wintering areas for waterfowl, wading birds, and shorebirds as well as protection of any wetland greater than 0.25 acre in size. Revegetation of the buffer to native grasses, shrubs, and trees will protect the existing wetlands and enhance habitat and vegetation cover for waterbird use of the wetland drainage. Therefore, the project is in compliance with this performance standard. With respect to the red-tailed hawk nest south of the property, a 6 percent reduction in the 1,320-foot buffer would not have any adverse effect on nesting use for the following reasons. The Redtail development would be out of direct line-of-sight of the nest as illustrated in the September 16, 2002 letter from Jon Prouty to Michelle Pawar and Doug Moore (see attached letter). Outside lighting along the south side of the development as well as areas facing the wetland buffer zone will be shielded to minimize off-site nighttime light intrusion. Street and parking areas are designed to be interior to the project to minimize noise intrusion into the Redtail Grove Natural Area and wetland buffer zones. Finally existing commercial and/or residential developments on the south side of Cameron Drive and the east side of College Avenue are closer to the red-tailed hawk nest than the proposed Redtail project, indicating red-tailed hawk tolerance of these features. Therefore, the project is in compliance with this performance standard.

(e) Revegetation of the buffer zone to native grasses, shrubs, and trees will not only minimize degradation of the ecological character of the wetland but enhance adjacent habitat and existing habitat diversity. Further, the project is designed so that roadway and higher use areas are centralized in the project area, thereby buffering these higher use from wildlife areas with the backs of buildings. Plantings of native shrubs and trees will also provide visual screening between the buffer zone and building envelopes. External landscape or security lighting fronting the buffer zone and wetlands will be shielded to minimize nighttime light impacts on these areas. Diversion of surface runoff from developed portions of the property into water quality detention basins prior to release into the wetland drainage will minimize the risk of water quality degradation in the wetlands, ponds, and unnamed drainage. Therefore, the project is in compliance with this performance standard.

(f) Minor slope changes will be required for construction of wetland mitigation areas and detention basins, but the general character of existing slopes within the buffer zone will be maintained after regrading. Therefore, the project is in compliance with this performance standard.

(g) As indicated, the buffer zone will be revegetated to native grassland with inclusions of native shrub and tree plantings. Therefore, the project is in compliance with this performance standard.



(h) A walking path and wildlife viewing area will be constructed within portions of the buffer zone for passive recreation and wildlife and natural areas viewing. Since existing office buildings and associated human use areas are currently located immediately adjacent to the east side of the wetland drainage, I believe the Redtail walking trail and viewing area to be compatible with the ecological character and wildlife use of the wetland. Therefore, the project is in compliance with this performance standard.

3.4.1 (E) (2) – Development Activities Within the Buffer Zone

Portions of the buffer zone will be regraded to create a stormwater detention basins and wetland mitigation areas. Buffer zone disturbances will be revegetated to native vegetation. The stormwater detention basins, walking pathways, and mitigation are all permitted developments within the buffer zone. Therefore, the project is in compliance with the requirements of Section 3.4.1 (E) (2).

Doug, this concludes my follow-up evaluation of the Redtail development. Please call if you have any questions.

Sincerely,  
CEDAR CREEK ASSOCIATES, INC.



T. Michael Phelan  
Principal

attachments

pc: J. Prouty, Lagunitas  
C. Mathis & L. Herbert, VF Ripley

**CEDAR CREEK  
ASSOCIATES, INC.**



916 Willshire Ave. • Fort Collins, Colorado 80521 • (970) 493-4394

February 24, 2003

Doug Moore  
Natural Resources Department  
City of Fort Collins  
P.O. Box 580  
Fort Collins, CO 80522-0580

**RE: Addendum to Redtail Project Ecological Characterization Study Report – Offsite Wetland Impacts and Compliance with City of Fort Collins Buffer Zone Performance Standards**

Dear Doug:

The following sections were prepared to address specific Natural Resources Department concerns that have arisen since completion and submittal of the Ecological Characterization Study Report for the Redtail Project.

**Potential for Offsite Wetland Impacts**

The Redtail Project, as currently proposed, would eliminate a small (0.29-acre) wetland at the south end of the project area. The wetland to be impacted extends beyond the Redtail Project property boundary into the City of Fort Collins' Redtail Grove Natural Area. This wetland has developed within and along the perimeter of an east-west oriented, shallow drainage. Moisture to this drainage is fed by a culvert located under the Colorado and Southern Railroad tracks immediately south of the southwest corner of the Redtail property (see attached Figure 2 from Redtail Ecological Characterization Study Report). The center and lowest portion of this drainage is located downslope and to the south of the Redtail property boundary.

The proposed Redtail Project would not directly impact the adjacent wetland and associated drainage pattern in the Redtail Grove Natural Area. However, Department of Natural Resources staff has expressed the concern that the Redtail Grove Natural Area wetland could be indirectly impacted by proposed project development activities. As indicated, a culvert under the existing railroad right-of-way discharges surface water to this wetland. No changes to the culvert or water flows out of the culvert would occur with development of the Redtail Project. Water discharged from the culvert would continue to flow down the central portion of the drainage that is south of the Redtail Project boundary. Wetlands lost to development on the Redtail Project area would be replaced by building footprints and other impervious surfaces. The impervious surfaces will force surface water, that had previously supported the Redtail property impacted wetlands, down slope into the existing drainage south of the property boundary. Therefore, there would be no reduction in surface moisture discharged into the Redtail Grove Natural Area wetlands or an associated reduction in wetland vegetation. Increased levels of discharged surface water could, however, result in a change in the character, or an expansion, of the Redtail Grove Natural Area wetland. Additional moisture discharged into the remaining wetland area could improve overall habitat diversity at the north edge of the Redtail Grove Natural Area by increasing the diversity of existing wetland vegetation. The extent of this potential change is impossible to predict. The existing drainage has a relatively uniform down gradient to the east into an unnamed tributary to Fossil Creek. Since there are no structures or topographic features to retain or slow the flow of excess moisture discharged into the drainage, increased surface water release may simply result in slightly higher creek flows in the unnamed tributary to Fossil Creek and eventually Fossil Creek.

**City of Fort Collins Buffer Zone Performance Standards (Section 3.4.1 (E) of the City of Fort Collins Land Use Code)**

The following provides my evaluation for each applicable standard and requirement within this section of the Land Use Code.

**3.4.1 (E) (1) – Establishment of Buffer Zones**

Natural habitats and features on or near the Redtail Project Area for which City of Fort Collins buffer standards apply include the wetland drainage and ponds on the property and an existing red-tailed hawk nest south of the property in the Redtail Grove Natural Area.

City standards call for a 1,320-foot development setback from red-tailed hawk nests. As currently proposed, the Redtail Project has a 1,240-foot buffer that would be a 6 percent reduction in the required buffer. Establishment of an average buffer distance of at least 80 percent or more of the established buffer requirement is permitted by as long as compliance with the City's buffer zone performance standards is demonstrated.

Based on previous conversations with Natural Resources staff (Tom Shoemaker and Doug Moore), it was agreed that a buffer requirement of 50 feet was applicable for naturalized detention ponds and associated wetlands located on the Redtail development site. Current project development design indicates that after the loss of the indicated wetland areas at the south end of the property, an average buffer distance of 56 feet would be maintained for remaining undisturbed wetland areas, although some wetland buffer distances would be less than 50 feet. A minimum buffer of at least 50 feet would also be maintained for all created wetland mitigation areas except for the open water mitigation area to be created in the northwest corner of the property. Constraints associated with road design criteria permit no setback from the extension of Redtail Court and the open water mitigation area to be created. Impacts associated with reductions in the 50-foot buffer zone elsewhere will be mitigated by revegetation of all areas of the buffer zone area into native grassland with inclusions of native shrub and tree plantings. All open water and wetland impacts will be mitigated by one-for-one replacement in the designated mitigation areas. A detailed revegetation and wetlands mitigation plan, developed by Cedar Creek Associates, Inc., is included with the Redtail development plan submittal to the City of Fort Collins.

Based on Section 3.4.1 (E) (1) reductions in the 50-foot wetland buffer zone can be approved by the City provided the buffer zone performance standards are achieved. My assessment regarding the Redtail project's compliance with the City's buffer zone performance standards is as follows.

**3.4.1 (E) (1) – Buffer Zone Standards**

(a) The project will preserve the remaining non-impacted wetland areas, and regrading disturbances in the buffer zone will be revegetated to wetland mitigation areas or native grassland uplands with inclusions of native tree and shrub plantings. All open water and wetland impacts will be mitigated by one-for-one replacement in the designated mitigation areas. Native tree and shrub plantings will be employed to enhance wildlife habitat as well as to provide visual screening of development features that intrude into the buffer zone. Existing habitat in the buffer zone consists almost entirely of non-native grassland except in the immediate vicinity of the pond edges where wetlands and a few species of native trees are supported. Non-native grassland is dominated by introduced grass species such as smooth brome (*Bromopsis inermis*), crested wheatgrass (*Agropyron cristatum*), and cheatgrass (*Anisthantha tectorum*). Habitat value and wildlife use of non-native grassland habitat is limited because of low vegetation species diversity, low forage value, and the relative lack of woody vegetation cover. The proposed revegetation/mitigation plan would replace the non-native grassland community in the buffer zone with native grasses and tree and shrub plantings. These plantings will enhance habitat diversity by increasing vegetation cover and forage values as well as vegetation structural diversity. Increased habitat diversity



adjacent to the existing wetlands and drainage will also serve to enhance the overall habitat value of the wetland. Therefore, the project is in compliance with this performance standard.

(b) The potential for wildlife movement from the Redtail Grove Natural into the unnamed drainage on the property will be maintained with project development. The two planned road crossing across the drainage will have minimal effect on urban-adapted wildlife use of the drainage since similar development features and buildings already exist in close proximity to the east side of the drainage. In addition culverts under Cameron Drive and Redtail Court will permit aquatic wildlife movement. The existing unnamed drainage on the property has minimal value as a wildlife corridor to other natural areas for a variety of reasons. First, although the drainage connects to the Fossil Creek drainage south of the Redtail property, immediately east of this confluence the Fossil Creek drainage corridor is interrupted by a major four-lane arterial, College Avenue. The current culvert structure that passes Fossil Creek flow under College Avenue does not permit any wildlife movement. The west end of the unnamed drainage on the Redtail property is interrupted by the Colorado and Southern Railroad right-of-way. Here again, the current culvert design precludes any wildlife movement under the railroad embankment. Residential developments exist west of the railroad right-of-way

(c) A number of significant trees grow along the drainage and the pond perimeters. Current project development plans will result in avoidance of disturbance to the most significant stands of trees, but a few native trees will be lost due to project components and the wetland mitigation areas. Trees determined to be significant by the City of Fort Collins will be mitigated by plantings of replacement trees in the buffer zone as required by the City. All remaining undisturbed wetlands and replacement wetland mitigation areas will be protected with the establishment of the buffer zone. Therefore, the project is in compliance with this performance standard.

(d) Applicable portions of this performance standard include the protection of nesting, feeding, and wintering areas for waterfowl, wading birds, and shorebirds as well as protection of any wetland greater than 0.25 acre in size. Revegetation of the buffer to native grasses, shrubs, and trees will protect the existing wetlands and enhance habitat and vegetation cover for waterbird use of the wetland drainage. Therefore, the project is in compliance with this performance standard. With respect to the red-tailed hawk nest south of the property, a 6 percent reduction in the 1,320-foot buffer would not have any adverse effect on nesting use for the following reasons. The Redtail development would be out of direct line-of-sight of the nest as illustrated in the September 16, 2002 letter from Jon Prouty to Michelle Pawar and Doug Moore (see attached letter). Outside lighting along the south side of the development as well as areas facing the wetland buffer zone will be shielded to minimize off-site nighttime light intrusion. Street and parking areas are designed to be interior to the project to minimize noise intrusion into the Redtail Grove Natural Area and wetland buffer zones. Finally existing commercial and/or residential developments on the south side of Cameron Drive and the east side of College Avenue are closer to the red-tailed hawk nest than the proposed Redtail project, indicating red-tailed hawk tolerance of these features. Therefore, the project is in compliance with this performance standard.

(e) Revegetation of the buffer zone to native grasses, shrubs, and trees will not only minimize degradation of the ecological character of the wetland but enhance adjacent habitat and existing habitat diversity. Further, the project is designed so that roadway and higher use areas are centralized in the project area, thereby buffering these higher use from wildlife areas with the backs of buildings. Plantings of native shrubs and trees will also provide visual screening between the buffer zone and building envelopes. External landscape or security lighting fronting the buffer zone and wetlands will be shielded to minimize nighttime light impacts on these areas. Diversion of surface runoff from developed portions of the property into water quality detention basins prior to release into the wetland drainage will minimize the risk of water quality degradation in the wetlands, ponds, and unnamed drainage. Therefore, the project is in compliance with this performance standard.

D. Moore  
2/24/03  
Page 4

(f) Minor slope changes will be required for construction of wetland mitigation areas and detention basins, but the general character of existing slopes within the buffer zone will be maintained after regrading. Therefore, the project is in compliance with this performance standard.

(g) As indicated, the buffer zone will be revegetated to native grassland with inclusions of native shrub and tree plantings. Therefore, the project is in compliance with this performance standard.

(h) A walking path and wildlife viewing area will be constructed within portions of the buffer zone for passive recreation and wildlife and natural areas viewing. Since existing office buildings and associated human use areas are currently located immediately adjacent to the east side of the wetland drainage, I believe the Redtail walking trail and viewing area to be compatible with the ecological character and wildlife use of the wetland. Therefore, the project is in compliance with this performance standard.

#### 3.4.1 (E) (2) – Development Activities Within the Buffer Zone

Portions of the buffer zone will be regraded to create a stormwater detention basins and wetland mitigation areas. Buffer zone disturbances will be revegetated to native vegetation. The stormwater detention basins, walking pathways, and mitigation are all permitted developments within the buffer zone. Therefore, the project is in compliance with the requirements of Section 3.4.1 (E) (2).

Doug, this concludes my follow-up evaluation of the Redtail development. Please call if you have any questions.

Sincerely,  
CEDAR CREEK ASSOCIATES, INC.



T. Michael Phelan  
Principal

attachments

pc: J. Prouty, Lagunitas  
C. Mathis & L. Herbert, VF Ripley

To Danny  
Cc Cathy  
Fm Jon  
Re Redtail  
Date 072524

Hi Danny  
The meeting with the city  
yesterday went well. We are still  
on track! But I need your help to  
get key people in stormwater/water  
quality, engineering and other  
departments (?) to agree that all is  
necessary is a letter from our  
expert (that's you) saying that our  
major amendment (changing  
nothing except 4 offices deleted



and three apartment buildings added ) is in compliance with all the reports and studies previously done.

.

May I count on you to get this done? Thanks.

JON

RETAIL  
North Star  
design, inc.

September 25, 2007

Basil Hamden  
City of Fort Collins  
Stormwater Utility  
700 Wood Street  
Fort Collins, CO 80022

~~Drainage Report Amendment~~

9/25/02

City of Ft. Collins Approved Plans  
Approved By: B. Hamden  
Date: 9/25/02

FULL REPORT

Also Includes Plus 45 Supporting Calculations

RE: **Amended Drainage and Erosion Control Letter for Redtail - Major Amendment**

Dear Basil,

This letter is intended to address the changes in the drainage for the Major Amendment #1 for the Redtail development caused by a revision to the proposed site improvements. The revised site improvements consist of replacing the approved 12 residential structures and underground parking with 4 commercial buildings and associated parking lots. The overall runoff patterns remains essentially the same as approved with the Final Drainage and Erosion Control Report for Redtail by North Star Design, Inc., dated May 10, 2006. All stormwater from this development is conveyed to the existing ponds through storm pipes and overland sheet flow as approved. All storm pipe material and sizes has remained the same with this Major Amendment. The overall storm system has been revised slightly by extending the outlet of Storm 1 closer to the fabric lined drainage swale (to reduce erosion potential) and the addition of Storm 10.

Runoff from this site generally flows from the northwest to the southeast. Runoff from Conejos Road will flow south by curb and gutter to Storm Sewers 1 & 2. Stormwater from this area is conveyed to Pond C and filtered through the wetland areas prior to being conveyed to Fossil Creek. With the revised layout the overall site imperviousness has increased from 57% to 64% and the runoff coefficient "C" has increased from 0.65 to 0.70. Storm sewer and street capacities have been recalculated and revised as need to maintain proper drainage.

The following paragraphs describe the basin flow routing within each basin. These basins have been delineated to reflect the revised layout. Basins 1-14 are described below and basins 15 -24 have remained the same as approved.

**Basin 1** contains a commercial building located in the north portion of Lot 6. Runoff from the roof in this basin is conveyed to the west and tied to the drainage line located to the west side of the building. Runoff from this basin is conveyed to Pond C.

**Basin 2** contains a commercial building located in the central portion of Lot 6. Runoff from the roof in this basin is conveyed to the west and tied to the drainage line located to the west side of the building. Runoff from this basin is conveyed to Pond C.

**Basin 3** contains a portion of the west half of Conejos Drive, landscaping, sidewalks and a parking lot located between buildings. This basin is located to the east of and encompasses portions of Lot 6. Runoff from this basin is conveyed by sheet flow and gutter flow to an on-grade combination inlet. Runoff enters Storm 2A and is conveyed to Pond C. Carryover flow is routed to Basin 6.

**Basin 4** contains a portion of the east half of Conejos Drive along with associated walk and landscape area. Runoff from this basin is conveyed by sheet flow and gutter flow to an on-grade combination inlet. Runoff enters Storm 2A and is conveyed to Pond C. Carryover flow is routed to Basin 7.

**Basin 5** contains the parking lot north of Cameron Drive and east of Conejos Drive along with associated walks and landscape area. Runoff from this basin is conveyed by sheet flow and gutter flow to a Type-R inlet located at the low point. Runoff enters Storm 10 and is conveyed to Pond C.

**Basin 6** contains a portion of the west half of Conejos Drive, landscaping, sidewalks and a parking lot located between buildings. This basin is located to the east of and encompasses a portion of Lot 6. Runoff from this basin is conveyed by sheet flow and gutter flow to an on-grade combination inlet. Runoff enters Storm 2 and is conveyed to Pond C. Carryover flow is routed to Basin 10.

**Basin 7** contains a portion of Cameron Drive, with some walkway and landscaping area. Runoff from this basin along with carryover flow from Basin 4 is conveyed by sheet flow and gutter flow to an on-grade combination inlet. Runoff enters Storm 2 and is conveyed to Pond C. Carryover flow from this basin is routed to Basin 8.

**Basin 8** contains a portion of Cameron Drive, with some walkway and landscaping area. Runoff from this basin along with carryover flow from Basin 7 is conveyed by sheet flow and gutter flow to an on-grade combination inlet. Flow enters Storm 6 and is conveyed to Pond C. Carryover flow from this basin is conveyed to the existing south roadway curb and gutter on Cameron Drive. Runoff is routed to Fossil Creek through existing flow patterns.

**Basin 9** contains a commercial building located in the south portion of Lot 6. Runoff from the roof in this basin is conveyed to the west and tied to the drainage line located to the west side of the building. Runoff from this basin is conveyed to Pond C.

**Basin 10** contains a portion of Conejose Road, the associated walks, street and landscaped areas east of Lot 6. Runoff from this basin along with carryover from Basin 6 is conveyed by sheet flow and gutter flow to a Type-R inlet located at the low point in the west portion of the cul-de-sac. Flow enters Storm 1 and is conveyed to a drainage swale, which leads to Pond C. In the event the inlet clogs runoff will overtop the crown of the road and flow to Basin 12.

**Basin 11** contains the driveway into the south entry into Lot 6 parking lot. Runoff from this basin is conveyed by sheet flow to a concrete pan and is conveyed to Storm 1A. Runoff is routed

through Storm 1 to Pond C.

**Basin 12** contains a portion of the east half of Conejos Drive along with associated walks, street, and landscaped areas. Runoff from this basin is conveyed by sheet flow and gutter flow to a Type-R inlet located at the low point in the east portion of the cul-de-sac. Runoff enters Storm 1 and is conveyed to a drainage swale, which leads to Pond C. In the event inlet clogs runoff will overtop the curb and gutter and flow to Basin 13.

**Basin 13** contains the parking lots located to the south of Cameron Drive and to the east of Conejos Drive along with associated walks, streets and landscape areas. Runoff from this basin is conveyed by sheet flow and gutter flow to a Type-R inlet located at the low point. Runoff enters Storm 1 and is conveyed to a drainage swale which leads to Pond C.

**Basin 14** contains the building located in Lot 5 along with landscape areas. Runoff from this basin is conveyed by sheet flow to the drainage swale where it is concentrated and conveyed to Pond C.

The storm conveyance system for this project is a surface and sub-surface system and has been designed for minimal maintenance. The proposed storm sewer system will be owned and maintained by the HOA and the City of Fort Collins. The HOA shall maintain the storm system outside of the right-of-way and the City of Fort Collins shall maintain the storm system located within the right-of-way.

See the attached drainage plan and supporting drainage calculations and the previously approved drainage report for more detailed drainage information.

Please let me know if you have any questions or need any further information to approve this drainage addendum for Redtail development.

Prepared by:

Troy Spraker, P.E.  
Project Engineer



Reviewed by:

Patricia Kroetch, P.E.  
Project Manager



# FULL REPORT

## APPENDIX A

### SUPPORTING CALCULATIONS

A

Not An Official Copy

**From:** Dave Betley  
**Sent:** Friday, July 26, 2024 10:25 AM  
**To:** Jon Prouty  
**Cc:** Weber Danny; cathy@tbgroup.us; Todd Sullivan; Sophie Buckingham  
**Subject:** RE: [EXTERNAL] Redtail

Hi Jon,

Thank you for your inquiry. To answer a couple of your questions.

The Warranty period of the development agreement does not come into play if the improvements were completed and accepted into public maintenance. I am assuming they have been but we will have to check our records. The City will assume the maintenance of the street once the warranty period has been met. Any improvements that may be needed at this time with the new development would come with any additional impact from the development. An evaluation of the asphalt and the sidewalks will need to be performed at the at the time of permits being pulled. Asphalt an age of 25 or 30 years is reaching an end of the useful life. We will want to make sure we have the adequate infrastructure to serve the proposed development.

Repairs to the sidewalk are generally required due to deterioration over time. We walk any development that comes in for building permits. City code requires that the adjacent property owners address repairs to the sidewalk when there is a building permit or development submittal.

Happy to answer any other question you may have.

Sincerely,

Dave

-----Original Message-----

From: Jon Prouty <[jonj@frie.com](mailto:jonj@frie.com)>  
Sent: Thursday, July 25, 2024 4:47 PM  
To: Dave Betley <[dbetley@fcgov.com](mailto:dbetley@fcgov.com)>  
Cc: Weber Danny <[dweber@avantcivilgroup.com](mailto:dweber@avantcivilgroup.com)>; [cathy@tbgroup.us](mailto:cathy@tbgroup.us); Todd Sullivan <[TSullivan@fcgov.com](mailto:TSullivan@fcgov.com)>  
Subject: [EXTERNAL] Redtail

>> Hi DAVE,

>>

>> Thanks very much for being at the recent Dale meeting. I think we cleared up some questions and are able to keep the project on track.

>> .

>> A couple of points relating to the development agreement (see  
>> selected five pages below) .

>> 1- public improvements were completed and approved in 2009. That was 25 or 26 years ago. Therefore the two-year maintenance and five-year repair guarantee have run and any minimal

repair or maintenance of this city owned property is the obligation of the city not the owner. In fact, the public improvements are in excellent shape except for a couple of curbs/sidewalk repairs because such public improvements have had virtually no or a little use since constructed. Would you share this view?

>> .

>> 2- I don't believe additional soils are necessary at this time because soil tests were done prior to construction of all public improvements that now are in place over or adjacent to such soil tests. Furthermore, when the builder pulls itsf construction permits, additional test will be required at that time.

>> Sent from my iPhone