Conceptual Review Agenda

Meetings hosted via Zoom Web Conferencing

Review Date

6/1/2023 9:15 AM

Project Name

Single Family Homes at 3021 S Taft Hill

CDR230039

<u>Applicant</u>

Bill Gurski

970-294-8793

flanneryhomes@outlook.com

Description

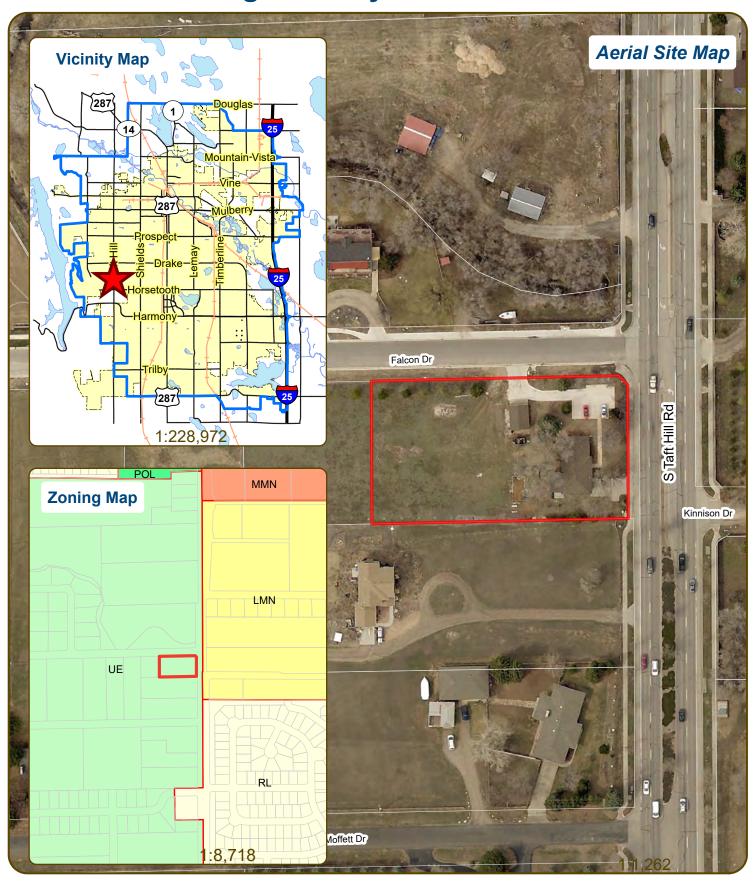
This is a request for approval of a subdivision with single family detached homes at 3021 S Taft Hill Rd. (parcels #9728123001, 9728123002). The applicant proposes to subdivide the existing east parcel into two and establish the use as single family detached dwellings for the parcels of the subdivision. Access is taken from Falcon Dr to the north. The site is approximately 0.44 miles south of W Drake Rd and directly west of S Taft Hill Rd. The property is within the Urban Estate District (U-E) zone district and the project would be subject to Administrative (Type 1) Review.

Planner: Katelyn Puga

Engineer: Sophie Buckingham

DRC: Todd Sullivan

Single Family Homes at 3021 S Taft Hill Single Family Subdivision



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Development Review Guide - STEP 2 of 8

CONCEPTUAL REVIEW: APPLICATION

General Information

change?

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 currentplanning@fcqov.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) Business Name (if applicable) Your Mailing Address 🕇 Phone Number 4 Email Address Site Address or Description (parcel # if no address) Description of Proposal (attach additional sheets if necessary) 29 🕏 Existing Use Proposed Use S.F. Number of Stories Lot Dimensions Total Building Square Footage -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? Deat he Info available on FC Maps: http://gisweb.fcqov.com/redirect/default.aspx?layerTheme=Floodplains. Increase in Impervious Area Ha (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

BONNETAIN SUBDIVISION SITUATE IN THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE SIXTH P.M., CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO STATEMENT OF OWNERSHIP AND SUBDIVISION: Northeast Corner of Section 28-T7N-R69W A tract of land located in Section 28, Township 7 North, Range 69 West of the Sixth P.M., City of Fort Collins, County of Larimer, State of Colorado, being a portion of Lot 2, Tefft Acres, being more particularly described as follows, to—wit: considering the East line of the Northeast 1/4 of said Section 28 as bearing NOO*04'45"W and with all bearings contained herein relative thereto, is contained within found 2-1/2" aluminum cap PLS 17497 in a monument box per monument record accepted 06/30/10 the boundary lines which begin at a point on the Westerly right—of—way line of South Taft Hill Road, as described at Reception No. 20010054320, which bears S88*56'00"W 15.79 feet from the Northeast Corner of said Lot 2, and run thence along Westerly right-of-way line as described at Reception No. 20010054320, S45°08'18"E 14.08 feet, and again S00°04'00"E 146.69 feet; thence departing said Westerly right-of-way line, S88*57'27"W 421.03 feet to a point on the West line of said Lot 2; thence along said West line, N00°04'00"W 156.43 feet to the Northwest Corner of said Lot 2; thence along the North line of said Lot 2, N88°56'00"E 411.06 feet to the point of beginning (which above described tract contains 1.5114 acres, or 65,839 square feet) for themselves and their successors in interest (collectively "Owner") have caused the above described land to be surveyed and subdivided into lots as shown on this Plat to be known as BONNETAIN SUBDIVISION, (the "Development") subject to all easements and rights—of—way now of record or existing or indicated on this Plat. The rights and obligations of this Plat shall run with the land. CERTIFICATE OF DEDICATION: The Owner does hereby dedicate and convey to the City of Fort Collins, Colorado (hereafter "City"), for public use, forever, a permanent right—of—way for street purposes and the Easements as laid out and SCALE - 1"=40' designated on this Plat; provided, however, that (1) acceptance by the City of this dedication of Easements does not impose upon the City a duty to maintain the Easements so dedicated, and (2) acceptance by the City of this dedication of streets does not impose upon the City a duty to maintain streets so dedicated until such time as the provisions of the Maintenance Guarantee have been fully satisfied. The streets dedicated on this Plat are the fee property of the City as provided in Section 31–23–107 C.R.S. The Citys rights under the Easements include the right to install, operate, access, maintain, repair, reconstruct, remove and replace within the Easements public improvements consistent with the intended purpose of the Easements; the right to install, maintain and use gates in any fences OCTOBER 3rd. 2019 that cross the Easements; the right to mark the location of the Easements with suitable markers; and the right to permit other public utilities to exercise these same rights. Owner reserves the right to use the Easements for purposes that do not interfere with the full enjoyment of the rights hereby granted. The City is responsible for maintenance of its own improvements and for repairing any damage caused by its activities in the Easements, but by acceptance of this dedication, the City does not accept the duty of maintenance of the Easements, or of improvements in the Easement's that are not owned by the City. Owner will maintain the surface of the Easements in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements. GRAPHIC SCALE — FEET Except as expressly permitted in an approved plan of development or other written agreement with the City, Owner will not install on the Easements, or permit the installation on the Easements, of any Lot 2, Couture Subdivision, Reception No. 20170009863 building, structure, improvement, fence, retaining wall, sidewalk, tree or other landscaping (other than usual and customary grasses and other ground cover). In the event such obstacles are installed in the Easements, the City has the right to require the Owner to remove such obstacles from the Easements. If Owner does not remove such obstacles, the City may remove such obstacles without any liability or obligation for repair and replacement thereof, and charge the Owner the Citys costs for such removal. If the City chooses not to remove the obstacles, the City will not be liable for any damage According to Colorado law, you must commence any legal action to the obstacles or any other property to which they are attached. based upon any defect in this survey within three years after you first discover such defect. In no event, may any action The rights granted to the City by this Plat inure to the benefit of the Citys agents, licensees, permittees and assigns. based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. MAINTENANCE GUARANTEE: The Owner 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 improvements warranted hereunder, the full and complete maintenance and repair of the improvements to be constructed in connection with the Development which is the subject of this Plat. This warranty and quarantee is made in accordance with the City Land Use Code and/or the Transitional Land Use Regulations, as applicable. This quarantee 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 Lot 1, Couture Subdivision, Reception No. 20170009863 repair required on utilities shall be coordinated with the owning utility company or department. The Owner shall maintain said 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 Owner shall also correct and repair, or cause to be corrected and repaired, all damages to said improvements resulting from development-related or building-related activities. In the event the Owner 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 Owner. The City shall also have any other remedies available to it as authorized by law. 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 Owner. S88°56'00"W FALCON DRIVE Northeast Corner of Lot 2, Tefft Acres -In consideration of the approval of this final Plat and other valuable consideration, the Owner does hereby agree to hold the City harmless for a five (5) year period, commencing upon the date of completion and first acceptance by the City of the improvements to be constructed in connection with the development which is the subject of this Plat, from any and all claims, damages, or demands arising on account of the design and construction of public improvements of the property shown herein; and the Owner furthermore commits to make necessary repairs to said public improvements, to 60' road right-of-way, Book 1252, Page 338 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 Point of Beginning —— 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 – found 5/8" rebar without a cap N88°56'00"E 411.06' Further, the Owner warrants that he/she owns fee simple title to the property shown hereon and agrees that the City shall not be liable to the Owner or his/her successors in interest during the warranty period, for any claim of damages resulting from negligence in exercising engineering techniques and due caution in the construction of cross drains, drives, structures or buildings, the changing of courses of streams and rivers, flooding from natural creeks and rivers, and any other matter whatsoever on private property. Any and all monetary liability occurring under this paragraph shall be the liability of the Owner. I further warrant that I have the right to convey said land according to this Plat. NOTICE OF OTHER DOCUMENTS: All persons take notice that the Owner has executed certain documents pertaining to this Development which create certain rights and obligations of the Development, the Owner and/or subsequent Owners of all or portions of the Development site, many of which obligations constitute promises and covenants that, along with the obligations under this Plat, run with the land. The said documents may also be amended from time to time and may include, without limitation, the Development Agreement, Site And Landscape Covenants, Final Site Plan, Final Landscape Plan, and Architectural Elevations, which documents are on file in the office of the clerk of the City and should be closely examined by all persons interested in purchasing any portion of the Development site. LOT 2 0.5038 acres + NADINE BONNETAIN 0.5038 acres _+ 0.5038 acres + State of Colorado S.S. The foregoing dedication was acknowledged before me this _____ day of ________, 20_____ by Thierry Bonnetain and Nadine Bonnetain. permanent slope easement My notarial commission expires _____ NOTARY PUBLIC _____ Reception No. 2001054320 ______ S00°56'53"W 27.97'-ATTORNEY'S CERTIFICATION: S09*52'09"W 11.85'-I hereby certify that this Subdivision Plat has been duly executed as required pursuant to Section 2.2.3(C)(3)(a) through (e) inclusive of the Land Use Code of the City of Fort Collins and that all persons N88°57'27"E 20.00'signing this Subdivision Plat on behalf of a corporation or other entity are duly authorized signatories under the laws of the State of Colorado. This Certification is based upon the records of the Clerk and N00°04'00"W - 9-4-Recorder of Larimer County, Colorado as of the date of execution of the Plat and other information discovered by me through reasonable inquiry and is limited as authorized by Section 2.2.3(C)(3)(f) of the Kinnison Drive 10.00 140.23 10'x20' permanent utility easement -Reception No. 2001054320 ______ — found 1/2" rebar with illegible cap Address: ______ S88*57'27"W -Registration No.: _____ ALL RESPONSIBILITIES AND COSTS OF OPERATION, MAINTENANCE AND RECONSTRUCTION OF THE PRIVATE STREETS AND/OR DRIVES LOCATED ON THE PRIVATE PROPERTY THAT IS THE SUBJECT OF THIS PLAT SHALL BE BORNE BY THE OWNERS OF SAID PROPERTY, EITHER INDIVIDUALLY, OR COLLECTIVELY, THROUGH A PROPERTY OWNERS' ASSOCIATION, IF APPLICABLE. THE CITY OF FORT COLLINS SHALL HAVE NO OBLIGATION OF OPERATION, MAINTENANCE OR RECONSTRUCTION OF SUCH PRIVATE STREETS AND/OR DRIVES NOR SHALL THE CITY HAVE ANY OBLIGATION TO ACCEPT SUCH STREETS AND/OR DRIVES AS PUBLIC STREETS OR Portion of Lot 2, Tefft Acres APPROVED AS TO FORM, CITY ENGINEER: By the City Engineer of the City of Fort Collins, Colorado this _____ day of _______, A.D., 20_____ City Engineer **PLANNING APPROVAL:** By the Director of Community Development and Neighborhood Services of the City of Fort Collins, Colorado this _____day of _______, A.D., 20_____ Director of Community Development and Neighborhood Services **SURVEYORS STATEMENT:** S89°55'15"W I, Jay S. Robinson, a Colorado Registered Professional Land Surveyor, do hereby state that this Subdivision Plat was prepared from an actual survey under my personal supervision, that the monumentation as indicated hereon were found or set as shown, and that the forgoing Plat is an accurate representation thereof, all this to the best of my knowledge, information and belief. JAY S. ROBINSON East 1/4 Corner of Section 28-T7N-R69W Colorado Registered Professional Land Surveyor No. 37899 found 2-1/2" aluminum cap PLS 17497 in a monument box **SURVEY NOTES:** per monument record accepted 01/23/03 Portion of Lot 2, Tefft Acres Bearings are based on the assumption that the East line of the Northeast 1/4 of Section 28-T7N-R69W bears N00°04'45"W, as monumented by a found 2-1/2" aluminum cap PLS 17497 in a monument box at the East 1/4 Corner, and a found 2-1/2" aluminum cap PLS 17497 in a monument box at the Northeast Corner, of said Section 28 2. — Indicates set 1/2" rebar with orange plastic cap PLS 37899 unless otherwise shown. 3. ○ - Indicates no monument found or set, unless otherwise shown. 4. The lineal unit of measurement used for the surveying of this property is U.S. Survey Feet. JOB NUMBER TFFFTPI T 5. Legal description was taken from Warranty Deed as recorded at Reception No. 20180063517 in subd plat the Larimer County Clerk and Recorder's Office. disk #10 S89°00'20"W 426.84" SHEET NUMBER ONE OF ONE

10/03/19

PLAT No.











