

Town of New Castle
450 W. Main Street
PO Box 90
New Castle, CO 81647

**Planning & Code
Administration Department**
Phone: (970) 984-2311
Fax: (970) 984-2716



(1)

**Staff Report
Lakota Ridge Senior Apartments – Final Development PUD Plan
New Castle Town Council – Meeting – July 19, 2016**

Report Date: 7/14/16

Project Information

Name of Applicant: Lakota Ridge Senior Apartments, LLC

Applicant's Mailing Address 7305 Lowell Blvd, Suite 200, Westminster, CO 80030

Phone & E-mail address: (303) 428- 1448 - E-mail: carly@crhdc.org

Property Address: TBD, New Castle, CO 81647

Property Owner: Town of New Castle

Owner Mailing Address POB 90, 450 W. Main St., New Castle, CO 81647 Telephone (970) 984-2311

/Phone:

Proposed Use: Senior Apartments

Size of Site: 2.872+/- acres

Street Frontage: Castle Valley Blvd. and TBD

Existing Zoning: Lakota Canyon Ranch PUD (LCR) - MU

Surrounding Zoning: North - MU, South – R/2 PUD, West – School vacant land and East- MU

Off- Street Parking: One-half space per resident

Project history:

The Planning & Zoning Commission (P&Z) held a Preliminary Development PUD Plan noticed public hearing on April 27, 2016. Resolution NO. PZ-2016-02 was approved unanimously by P&Z with conditions. Those conditions in the resolution included items C, D & E where the applicant was to respond to letters from (C) Public Works Director, John Wenzel, (D) Town Engineer, Jeff Simonson, and (E) Colorado Fire & Rescue Fire Marshall, Orrin Moon.

The P&Z held a noticed public hearing to discuss the Final Development PUD Development Plan on June 8, 2016. Resolution NO. PZ-2016-04 was approved unanimously with conditions by the

Commission. Prior to the hearing CRHDC responded to the concerns addressed by the Public Works Director, Town Engineer and the Fire Marshall in the letter dated May 23, 2016 entitled "Written responses to Town of New Castle various Departments" and outside referrals namely the Colorado Parks & Wildlife (CPW). CRHDC's response to the requirements of Public Works, Town Engineer and Fire Marshall was addressed in the conditions of NO. PZ-2016-4.

The conditions of Resolution NO. PZ-2016-4 partly include the following:

- Applicant shall enter into a development agreement with the Town addressing, among other things, construction of the public road to be dedicated to the Town, payment of development fees, and cost recovery for the road, if applicable.
- Prior to the issuance of a building permit, Applicant shall:
 - 1) Pay all water, sewer and water rights dedication fees in an amount approved by Town Council; and
 - 2) Provide construction drawings that are in compliance with (1) the March 23, 2016 Memorandum from Public Works Director, John Wentzel, (2) the March 11, 2016 Preliminary Plan Review letter from the Town Engineer, and the April 21, 2016 letter from Colorado Fire & Rescue Fire Marshall, Orin Moon.
- All disturbed land shall be predominantly weed free during, and after development and re-seeded according to the seed mix used by the Town of New Castle Parks Department

There was no public opposition to the development during the P&Z Preliminary or Final development Plan hearings. However, the Lakota Canyon Ranch Design Review Board (LCR Design Team) expressed concern at the Preliminary Hearing on April 27, 2016 that the subject property comply with many of their concerns regarding the exterior of the structures involved. Technically, the Lakota Sr. Apartments are not subject to their requirements because the owners of Lakota Canyon Ranch are allowing that the apartments not be subject to annexation in to the Master Lakota Canyon Ranch Homeowner's Association.

CRHDC attended a meeting with the LCR Design Team in May, 2016 and they did make a few changes notably breaking up the rooflines to eliminate long unbroken ridge lines and changing the color of the buildings to a lighter shade that does not include beige. The LCR Design Team also requested that CRHDC not use stucco and CRHDC agreed in part. In addition, the LCR Design Team requested that CRHDC use stone cladding at the base of buildings and that dormers have gable roofs or at a minimum steeper shed roofs, however CRHDC's budget may not be able to make this happen. CRHDC will make some of these changes if it is within the budget during the course of bidding out the project. CRHDC has hired a General Contractor and is moving forward regardless of the outcome from their major funding partner (Colorado Housing & Finance Authority or CHFA)

In the CRHDC letter described above, the applicant is requesting waivers for many of the Town Engineer requirements to be deferred until the time of building permit application as noted above in NO. PZ-2016-4. Mr. Wentzel, Mr. Simonson and Mr. Moon have agreed to allow CRHDC to submit detailed construction drawings for their review prior to approval of building permits. Presently, it is not within CRHDC preliminary budget to provide this information as required by the Municipal Code. CRHDC will submit a letter to Town Council requesting a re-examination and reduction of building permit fees at the time of council meeting on July 19, 2016. In addition, I will also present my recommendations in a separate Memo to council as well.

II Description of application:

This application is a request for fifty (50) affordable senior housing dwelling units. Proposed are forty (40) one-bedroom, one bath units and ten (10) two-bedroom and one bath apartments located in six (6) buildings. A one bedroom apartment is 708 square feet with 85 square feet for individual private

balconies. A two bedroom apartment will be 950 square feet each with a 61 square foot private balcony. There is an

(3)

atypical sized apartment located in the northwest corner building. This building is reflective of a design for a single family home in Lakota Canyon Ranch and it has two apartments. Each unit will have washer and dryer hook-ups and much more storage space as compared to the other senior housing complex in New Castle. The front of each apartment will have more privacy and room to place a chair or potted plant. This adds to the attractiveness of the project whose seniors value their "own space."

Buildings will range in elevation from a combination of one to two stories and two to three stories. This means there will be two stories on one side and on the other side will be three stories and vice versa with one to two stories. In one building an elevator will be installed to allow for easy access to the upper units. This design is a result of meetings held with Colorado Housing & Finance Authority, (the major source of funding) and the fifty (50) foot increase in fall from the southwest corner of the lot to the northeast corner of the property. In other words, the site allows for buildings to be built in a step-up fashion which utilizes the slope of the land.

A community center will consist of a manager's office, storage, gathering place, and will have washers and dryers. It is located in one building whose size is 1650 square feet. The current manager for the Town's other senior housing complex has arranged for Garfield County Department of Human Services to offer the Senior Nutrition Program, community Health Fairs, Meals on Wheels and the Roaring Fork Transit Authority Traveler Program. It has been reported that, by special request, seniors can travel as far away as Grand Junction which can be of extreme benefit for seniors who need to see other doctors for medical needs as well as having much more choice in pursuit of consumer goods. For those seniors who have mobility issues, the Traveler can take residents to the New Castle Plaza where there is a grocery store with pharmacy, real estate offices, restaurants, doctors and exercise gym which has programs like yoga for people of all ages.

There will be internal pathways through-out the parcel with extensive landscape and green open space which meets the 15% of coverage as required by code. A community garden will also be the focal point of senior gatherings and social interaction.

There is twice the amount required by code for resident parking. The Municipal Code requires ½ off-street parking space for each unit. However, council has the authority to increase or decrease the number of off-street parking spaces. Currently the site plan indicates fifty (50) parking spaces. There will be ample parking for guests and family members to park.

The applicant will construct a public street that complies with the Public Works Manual. This will access the two (2) major parking lots located within the perimeter of resident buildings. The grade of the street at the northeast corner of the parcel at Castle Valley Blvd. rises from 4% here and increase to 8% at the top end of the road. The street will end with a "hammerhead" turn-around allowing for fire trucks to easily negotiate.

Pedestrian pathways will be diverted away from the street and parking areas for the purpose of resident safety. The site plan also shows snow storage, however the Public Works Director, John Wenzel suggests enlarging the parking islands to provide for additional snow storage. Mr. Wenzel also recommends that concrete sidewalks be five (5) feet wide with a green belt placed between the edge of the sidewalk and back of the curb to provide improved walkability and additional snow storage. The applicant will also be required to construct an eight (8) to ten (10) foot wide asphalt foot trail on the northern boundary of the property. The applicant will have to construct the foot trail from the northeast corner of the lot southeast along Castle Valley Blvd. to the Fire Station but will be allowed to retain cost recovery from the developer of lot 1A immediately southeast of the subject property once this lot is developed.

The land is currently owned by the Town of New Castle and Lakota Senior Apartments has a Lease with Option to Purchase for a minimum of two (2) years and a maximum of three (3) years at

which time Lakota Ridge Senior Apartments are able to purchase the land from the Town of New Castle.

(4)

This property will serve seniors aged 55 and over with mixed incomes up to 60% of the Area Medium Income (AMI). There will be 5 units set aside for 30% AMI, 5 units for those who earn less than 40% AMI, 10 units for those earning less than 50% AMI, and 30 units for those who earn up to 60% AMI. "In creating this mix, Colorado Resource & Housing Development Corp (CRHDC) will be able to serve very low income populations while maintaining the affordability of the project in perpetuity, so that seniors can benefit from the development of the units for years to come."

On June 1, 2016, Colorado Resources and Housing Development Corporation (CRHDC) re-applied for a grant from Colorado Housing Finance Authority. CRHDC will make their formal presentation for funding from CFHA on August 18, 2016. If funding is granted, CRHDC will most likely break ground in June or July of 2017.

III Preliminary and Final Development Application Contents:

(documents 1 – 25 submitted prior to the preliminary P&Z hearing of April 27, 2016)

- 1) Development application
- 2) Legal description
- 3) Checklist for PUD Preliminary Development
- 4) Written Statement from CRHDC
- 5) Lakota Canyon Ranch, Phase 7 Final Plat exceptions
- 6) Final Plat Lakota Canyon Ranch, Phase 7
- 7) Special Warranty deed
- 8) Amended Final Plat, Lot 2, Lakota Canyon Ranch, Phase 7
- 9) Special Warranty deed
- 10) List of properties within 250 linear feet
- 11) Lease And Option To Purchase
- 12) Improvement Survey
- 13) Floor plans – A - A3.1 – A3.3
- 14) Floor plans – B – A3.1 – A3.3
- 15) Building elevations – A5.1 – A5.5
- 16) Landscape plan (not identified by title)
- 17) 1st floor plan, 2nd floor plan & 3rd floor plan – A1 – A3
- 18) Town Engineer preliminary review dated March 11, 2016
- 19) Memorandum from John Wenzel, Public Works Director dated March 23, 2016
- 20) Referral comment from Xcel Energy dated March 29, 2016
- 21) Referral comment from Colorado River Fire & Rescue, Fire Marshall, Orrin Moon dated April 21, 2016
- 22) Referral comment from Colorado Parks & Wildlife, District Wildlife Manager, Brian Gray dated April 12, 2016.
- 23) CRHDC request to omit certain requirements dated April 22, 2016.
- 24) Revised floor plans
- 25) Memorandum from Assistant Town Attorney, Haley Carmer dated April 22, 2016

(documents 26 – 31 submitted prior to the Final P&Z hearing on June 8, 2016)

- 26) Preliminary Geotechnical Study dated February 10, 2015
- 27) Updated Preliminary Planned Unit Development plan with differing dates
- 28) Performance Standards agreement dated May 9, 2016
- 29) Response letter from CRHDC dated May 23, 2016
- 30) Transportation Impact Study dated May 23, 2016
- 31) CRHDC letter regarding weed free environment dated June 1, 2016

32) CRHDC request to reduce development fees

IV Criteria set forth for approval in Section 17.100.090 of the Town Municipal Code

1. Whether the application is generally compatible with adjacent users

Staff Comment: The Sr. Housing project is compatible with adjacent users. Nearby are locations of single family dwelling units north of the proposed Sr. Housing project and multifamily dwelling units located southeast of the project. Immediately bordering the west, east and southern boundaries is vacant land.

The parcel on the west side is owned by the RE-2 School District; the acreage of this parcel is typically too small to be developed for a school. However, the land might be used for another school district function,

although it is unknown what this might be. The land on the eastern border is zoned Mixed Use as well and is on the market to be sold. Land on the southern edge of the subject property is precipitously steep, however, the property further south is entitled to be developed for either single or multiple family homes.

2. Whether the application is consistent with the Town's Comprehensive Plan

Staff Comment: Section 5 – Housing, Goal HO-1 of the Town's Comprehensive Plan is to “*preserve and create affordable housing*” for our community. Part A and B of this goal states the Town would like to partner with non-profit agencies to promote and create affordable housing. CRHDC is working to utilize low income housing tax credits for this development as outlined in part B of this goal.

Section 5, Housing, Goal HO-2 aligns well with this development because the applicant is proposing a housing density that will vary from the surrounding community. The density also exceeds the allowable number of units by close to 15 units. Without 50 dwelling units, the project is not fundamentally feasible to obtain funding according to the applicant.

The applicant expressly notes Policy HO-2E of the Town's Comprehensive Plan in which the Town supports development that provides housing for those with special needs such as senior housing. This section also states the Town would like the Garfield County Housing Authority (GCHA) more engaged in affordable housing development. The applicant is in current partnership with GCHA as a Special Limited Interest which will allow the property to be property tax exempt and an instrument to help with the operating budget and help ensure the rents will remain affordable.

This application demonstrates substantial compliance with the Comprehensive Plan.

3. Whether the Town has the capacity to serve the proposed uses with water, sewer, fire and police protection

Staff Comment: Adequate access and supply for water and sewer is available. The Fire Marshall and Town Police Chief are supportive of the application and protective services are very satisfactory. The fire station is located less than 300 feet from the proposed Sr. Housing project and will be able to respond extremely quickly to an emergency call.

4. Whether the uses proposed within the PUD are uses permitted outright within the zone district contained within the PUD

Staff Comment: The subject property is zoned Mixed Use in the Lakota Canyon Subdivision. The purpose and intent of this zone district is “To provide standards and criteria for development of a compatible mix of conventional and clustered commercial, service, entertainment, low impact business and residential uses.... And to also encourage clustered development...” The proposed development is a

“use by right” whereas multifamily residential dwellings (including apartments), including accessory uses and buildings
Is permitted out right.

5. Whether the number of dwelling units permitted by the underlying zone district is not exceeded by the PUD plan

(6)

Staff Comment: There is a total of 827 dwelling units approved by the Town for Lakota Canyon Ranch. Of the 827 units, 345 residential units are allowed in the MU zone district. Council has the authority to increase this amount if necessary for another mixed use development project if an application were to be submitted to the Town that exceeded the 345 residential unit limit. Currently there are approximately 80 or more dwelling units in the MU district far below the 345 maximum amount of allowable dwelling units.

In short, the Sr. Housing project does not exceed the number of dwelling units allowed in the MU zone district.

6. Whether the PUD utilizes the natural character of the land, includes compatible land uses, provides for fire and police protection, off-street parking, vehicular, pedestrian, and bicycle circulation, outdoor recreation, is of overall compatible architectural design, achieved adequate screening, buffering and aesthetic landscaping, avoids development of areas of potential hazard, ensures compliance with performance standards, and meets all other provisions of the applicable ordinances of the Town.

Staff Comment: Except for performance standards with the applicant has agreed to abide by, the issues above have been summarized in this report

V Staff Recommendation

The staff recommends approval of the Final Development PUD Plan with the following conditions:

1. All representations of the applicant in written and verbal presentations submitted to the Town or made at public hearings before the planning commission or Town Council shall be considered part of the application and binding on the applicant.
2. The applicant shall reimburse the Town for any and all expenses incurred by the Town regarding this approval, including without limitation all costs incurred by the Town’s outside consultants such as legal and engineering costs.
3. The applicant will provide construction drawings that are in compliance with the March 23, 2016 Memorandum from Public Works Director, John Wenzel prior to building permit application.
4. The applicant will provide construction drawings that are in compliance with the March 11, 2016 Preliminary Plan Review from the Town Engineer prior to building permit application.
5. The applicant will provide construction drawings in compliance with accordingly the recommendations dated April 21, 2016 as provided by Colorado River Fire & Rescue Fire Marshall, Orrin Moon
6. The applicant will pay for all water, sewer and water rights dedication fees as approved by Town Council prior to the first building permit approval.
7. All disturbed land shall be predominantly weed free during and after development and re-seeded according to the seed mix used by the Town of New Castle Park’s Department.
8. CRHDC will enter into a Development Agreement with the Town as approved by Town

Council.

9. All lighting shall be downcast and dark sky compliant.



July 11, 2016

"Your Path to Home Ownership"

Tim Cain
 Town Planner and Code Administrator
 970-984-2311
timc@newcastlecolorado.org
 Town of New Castle
 450 West Main Street
 PO Box 90
 New Castle CO 81647

RE: Lakota Ridge Senior Apartments Fee Waiver Request

Mr. Cain,

The purpose of this letter is to outline a request to Town Council for development fee reductions and waivers for the Lakota Ridge Senior Apartments project. As you are aware this development will house households with incomes less than 60% of the area medium income making this development a limit equity development. This limited equity development will provide a service and an asset to the Town of New Castle. Because it is structured to serve a higher need population, it cannot support the full entitlement fees from the Town of New Castle for development. As a result, CRHDC is requesting fee reductions.

The following are fee waivers and reductions CRHDC is requesting Town Council consider approving.

Lakota Ridge Fee Calculation			Proposed Waiver or Reduction
1	Building Permit	18,905.95	18,905.95 (Waiver)
2	Plan Review Fee	12,288.87	12,288.87 (Waiver)
3	Use Tax	-	
4	Tap Fees (Water and Sewer)	490,800.00	
5	Excavation /Street Cut Permit	-	

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6	Mechanical Permit	4,945.00	
7	Plumbing Permit	6,000.00	
8	Water Meter	11,436.75	
9	Recreation Development Fee	12,500.00	12,500.00 (Waiver)
10	Traffic Fee	78,234.00	
11	Consulting Fee	20,000.00	(This amount is just an estimate.)
12	Water Right dedication	192,000.00	160,000.00 (Reduction)
	Total	847,110.57	203,694.82

Our organization is requesting a total of \$203,694.82 in fee waivers and reductions. The Town of New Castle will still collect \$643,145.18 in fees. In addition to the income for the land (both for the purchase of the land and lease of the land), the Town will gain a new public road for the community.

We thank you for your consideration of this request. Please feel free to contact Carly Johansson, CRHDC Director of Real Estate Development, at 720-542-6570 if you have any questions or concerns. We thank you and appreciate your time and efforts.

Sincerely,

Al Gold, Executive Director, CRHDC



TOWN OF NEW CASTLE, COLORADO
ORDINANCE NO. TC-2016-04

AN ORDINANCE OF THE NEW CASTLE TOWN COUNCIL APPROVING
LAKOTA RIDGE SENIOR APARTMENTS, LLC'S FINAL PUD
DEVELOPMENT PLAN APPLICATION.

WHEREAS, Lakota Ridge Senior Apartments, LLC (“Applicant”) submitted a Preliminary PUD Development Plan application (“Preliminary Application”) for the property located at TBD Castle Valley Boulevard in the Town of New Castle, Colorado, and more fully described as:

LOT 2A, AMENDED FINAL PLAT, LOT 2, LAKOTA CANYON RANCH PUD,
PHASE 7, ACCORDING TO THE PLAT THEREOF RECORDED JULY 30, 2010,
UNDER RECEPTION NO. 789213

consisting of approximately 2.87 acres (“Property”); and

WHEREAS, on April 27, 2016, the Town Planning & Zoning Commission (“Commission”) held a public hearing to consider Applicant’s Preliminary Application and ultimately approved the same with conditions; and

WHEREAS, Applicant submitted the entire approved Preliminary Application and additional required documents as its final PUD development plan application, which submittal documents are enumerated on the list prepared by the Town Clerk and attached hereto as **Exhibit “A”** (the “Final Application”); and

WHEREAS, the Town of New Castle (“Town”) owns the Property and has given Applicant permission to submit and pursue both the Preliminary and Final Applications; and

WHEREAS, in the Final Application, Applicant proposes to construct an affordable, multi-family senior housing project consisting of fifty (50) units in six buildings located on the Property; and

WHEREAS, the Planning & Zoning Commission held a public hearing on June 8, 2016, regarding the Final Application and recommended that the Town Council approve the same with conditions; and

WHEREAS, pursuant to Section 17.100.080 of the Town Code, the Town Council considered the Final Application at duly-noticed public meetings on July 19, 2016, and August 2, 2016; and

WHEREAS, the Town Council has reviewed and considered the Final Application and the criteria set forth in Section 17.100.090 of the Town Municipal Code and hereby finds that:

1. The Final Application is generally compatible with adjacent land uses;
2. The Final Application is consistent with the comprehensive plan;
3. The Town has the capacity to serve the proposed use with water, sewer, fire and police protection;
4. The uses proposed within the PUD are uses permitted outright or by special review within the zoning district or districts contained within the PUD;
5. The number of dwelling units permitted by the underlying zoning districts is not exceeded by the PUD plan; and
6. The PUD utilizes the natural character of the land, includes compatible land uses, provides, as applicable, for fire and police protection, off-street parking, vehicular, pedestrian and bicycle circulation, outdoor recreation, is of overall compatible architectural design, achieves adequate screening, buffering and aesthetic landscaping, avoids development of areas of potential hazard, ensures compliance with the performance standards and meets all other provisions of the Town Municipal Code.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF NEW CASTLE, COLORADO:

1. Recitals Incorporated by Reference. The foregoing recitals are incorporated by reference herein as findings and determinations of the Commission.

2. Approval. Pursuant to Chapter 17.100 of the New Castle Municipal Code, the Town Council hereby approves the Final Application as a final PUD development plan for the construction of an affordable, multi-family senior housing project consisting of fifty (50) units in six buildings located on the Property subject to the conditions set forth in this Ordinance. Pursuant to Section 17.128.020(E)(6), the Town Council approves the Final Application and final PUD development plan to include 50 units on the Property notwithstanding the presumptive maximum density standards for the M-U zone district set forth in Section 17.128.070 of the Code, provided, however, this increase in density shall apply only to the specific PUD development plan included in the Final Application approved by this Ordinance.

3. Cost Waivers. The following costs associated with the Final Application and the development of the Property as approved by this Ordinance are hereby waived or reduced:

- a. Applicant shall pay a water rights dedication fee in the amount of \$1,000.00 per EQR for the total EQR calculation for the Property as determined by Town staff at the time of building permit application;
- b. Each one-bedroom unit constructed on the Property shall account for .6 EQR, and each two-bedroom unit constructed on the Property shall account for .8 EQR;

- c. All building permit fees associated with developing the Property are waived, but Applicant is nonetheless required to apply for the same;
 - d. The plan review fee is waived; and
 - e. The recreation development fee is reduced from \$500 to \$250 per unit.
4. Conditions. The Town Council approves the Final Application subject to the following conditions:

A. All representations of the Applicant in written and verbal presentations submitted to the Town or made at public hearings before the Commission or Town Council and reflected in the minutes of such hearings shall be considered part of the Final Application and binding on the Applicant;

B. The Applicant shall comply with all applicable building, residential, electrical and municipal code requirements including all sign code regulations;

C. The Applicant shall reimburse the Town for any and all expenses incurred by the Town regarding this approval, including, without limitation, all costs incurred by the Town's outside consultants such as legal and engineering costs;

D. Applicant shall enter into the Development Agreement with the Town attached hereto as **Exhibit "B;"**

E. Prior to issuance of a building permit, Applicant shall:

- i. pay all water, sewer, and water rights dedication fees as provided in the Town Code or as otherwise amended by this Ordinance; and
- ii. provide construction drawings that are in compliance with (1) the March 23, 2016 Memorandum from Public Works Director, John Wenzel, (2) the March 11, 2016 Preliminary Plan Review letter from the Town Engineer, and (3) the April 21, 2016 letter from Colorado River Fire & Rescue Fire Marshall, Orin Moon;

F. All disturbed land shall be predominantly weed free during and after development and re-seeded according to the seed mix used by the Town of New Castle Park's Department; and

G. All lighting shall be downcast and dark-sky compliant.

INTRODUCED on July 19, 2016, at which time copies were available to the Council and to those persons in attendance at the meeting, read by title, passed on first reading subject to changes approved by the Council, and ordered published in full and posted in at least two public places within the Town as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the Town of New Castle, Colorado, on August 2, 2016, read by title and number, approved, and ordered published as required by the Charter.

NEW CASTLE TOWN COUNCIL

By: _____
Art Riddile, Mayor

ATTEST:

Melody Harrison, Town Clerk

EXHIBIT A

The Final Application consists of the following documents:

- 1) Development application
- 2) Legal description
- 3) Checklist for PUD Preliminary Development
- 4) Written Statement from CRHDC
- 5) Lakota Canyon Ranch, Phase 7 Final Plat exceptions
- 6) Final Plat Lakota Canyon Ranch, Phase 7
- 7) Special Warranty deed
- 8) Amended Final Plat, Lot 2, Lakota Canyon Ranch, Phase 7
- 9) Special Warranty deed
- 10) List of properties within 250 linear feet
- 11) Lease And Option To Purchase
- 12) Improvement Survey
- 13) Floor plans – A - A3.1 – A3.3
- 14) Floor plans – B – A3.1 – A3.3
- 15) Building elevations – A5.1 – A5.5
- 16) Landscape plan (not identified by title)
- 17) 1st floor plan, 2nd floor plan & 3rd floor plan – A1 – A3
- 18) Town Engineer preliminary review dated March 11, 2016
- 19) Memorandum from John Wenzel, Public Works Director dated March 23, 2016
- 20) Referral comment from Xcel Energy dated March 29, 2016
- 21) Referral comment from Colorado River Fire & Rescue, Fire Marshall, Orrin Moon dated April 21, 2016
- 22) Referral comment from Colorado Parks & Wildlife, District Wildlife Manager, Brian Gray dated April 12, 2016.
- 23) CRHDC request to omit certain requirements dated April 22, 2016
- 24) Revised floor plans
- 25) PowerPoint Presentation presented at April 27, 2016 PUD development plan public hearing
- 26) Preliminary Geotechnical Study dated February 10, 2015
- 27) Updated Preliminary Planned Unit Development plan with differing dates (includes grading and drainage plan, utility plan, site layout plan, and roadway plan & profile)
- 28) Performance Standards agreement dated May 9, 2016
- 29) Response letter from CRHDC dated May 23, 2016
- 30) Transportation Impact Study dated May 23, 2016
- 31) CRHDC letter regarding weed free environment dated June 1, 2016
- 32) CRHDC letter requesting fee waivers dated July 11, 2016

EXHIBIT B
DEVELOPMENT AGREEMENT

**DEVELOPMENT AGREEMENT
FOR LAKOTA RIDGE SENIOR APARTMENTS, LLC**

THIS DEVELOPMENT AGREEMENT (hereinafter "AGREEMENT") is made this ___ day of _____, 2016, by and between the TOWN OF NEW CASTLE, COLORADO, a home rule municipality (hereinafter "Town") and LAKOTA RIDGE SENIOR APARTMENTS, LLC (hereinafter "Developer"):

W I T N E S S E T H:

WHEREAS, Developer is the lessee and potential purchaser of certain real property owned by the Town of New Castle ("Town") located at TBD Castle Valley Boulevard within the Town, more particularly described as:

Lot 2A, Amended Final Plat, Lot 2, Lakota Canyon Ranch, Phase 7, according to the plat thereof recorded July 30, 2010 at Reception No. 789213.

(the "Property"); and

WHEREAS, Developer and the Town entered into a Lease and Option to Purchase Agreement and first and second amendment thereto ("Purchase Agreement") whereby Developer has the option of purchasing the Property from the Town on or before December 4, 2016, as described more fully in the Purchase Agreement; and

WHEREAS, Developer has filed an application with the Town seeking approval of a Final PUD Development Plan ("Final Plan") for the Property for the creation of an affordable, multi-family senior housing project consisting of fifty (50) units in six buildings located on the Property; and

WHEREAS, the Town Council has approved the application subject to the terms and conditions set forth in Ordinance No. TC 2016-04; and

WHEREAS, the approvals cited above are contingent upon the express condition that all obligations and duties created by this Agreement are faithfully performed by the Developer.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as material representations and acknowledgments of the parties.
2. Purpose. The purpose of this Agreement is to set forth the terms and conditions to be met by the Developer in connection with developing the Property and to set forth the

fees to be paid by the Developer in connection with the development. All terms and conditions contained herein are in addition to all terms and conditions of Ordinance No. TC 2016-04, the Town Code, and state and federal statutes, and are not intended to supersede any requirements contained therein, except where specifically provided in this Agreement.

3. Definition of the Application. For purposes of this agreement, the “Application” consists of all the documents and information listed in Exhibit A attached to Ordinance No. 2016-04 which is incorporated herein by reference.

4. Representations Reflected in the Minutes. The Developer shall comply with all representations made by the Developer or its agents or representatives and reflected in the minutes of the Planning Commission public hearings and Town Council meetings regarding the Application.

5. Public Improvements. A preliminary list of the Public Improvements required by this Agreement are listed in **Exhibit A1** attached hereto (“Public Improvements”), and the estimated costs for such improvements are set forth therein. Developer and the Town have agreed to defer final design and review of the Public Improvements until Developer applies for a building permit. At the time of building permit application, Developer must submit all necessary Public Improvement engineering drawings and reports for review and approval by Town staff, and the timeframe for issuance of a building permit shall be extended as necessary to accommodate such review and approval. No construction on the Property shall commence until after the specific definition and estimated costs for the final design of the Public Improvements have been agreed upon by the Developer and the Town and Exhibit **A1** has been updated accordingly.

Once Exhibit **A1** has been modified to reflect the final, staff-approved Public Improvements, security therefor has been provided by Developer to the Town, and a building permit has been issued to Developer, all Public Improvements shall be installed and completed at the expense of the Developer. The Public Improvements shall be constructed in conformance with the plans and specifications submitted by the Developer and approved by the Town Engineer, which plans and specifications are on file at Town Hall and are included in the Application, the Town of New Castle Public Works Manual then in effect, and any utility plan (hereinafter collectively referred to as "Plans and Specifications"). The Developer shall install the Public Improvements in compliance with the Plans and Specifications and in accordance with the terms and provisions of this Agreement and the Town Code. Prior to beginning the installation or construction of any of the Public Improvements, Developer shall take title to the Property pursuant to the Purchase Agreement.

6. Construction Observation and Inspection.

A. Pre-Construction Meeting. Developer shall hold a pre-construction meeting between the Town Engineer and the Developer and Developer’s

engineer and contractor for the purpose of discussing all construction issues that will be required for this project.

- B. Construction Inspection by Developer. Developer shall be responsible for ensuring that its certified professional engineer provides construction inspection services as necessary to allow Developer's engineer to provide a stamped certification, when improvements are submitted to the Town for acceptance, that the Public Improvements have been constructed in accordance with the Plans and Specifications approved by the Town.

- C. Construction Observation by the Town. The Town shall have the right to make engineering inspections at reasonable intervals and at the Developer's expense during construction of the Public Improvements. Observation, acquiescence in, or approval by any engineering inspector of the construction of any physical facilities, at any particular time, shall not constitute Town acceptance of any Public Improvements. Town approvals shall be made only after completion of construction and in the manner hereinafter set forth. To assist the Town in monitoring the installation of the Public Improvements, a supervisor employed by the Developer shall inspect the Public Improvements on at least a weekly basis, and shall provide the Town Engineer with supervisor's field and inspection notes relating to the installation of the Public Improvements. The supervisor shall regularly apprise the Town Engineer of the status of the work on the Public Improvements. Further, the Developer, at its own expense, shall have an approved geotechnical engineer monitor the methods of construction and backfill to ensure such work is being completed in conformance with the approved Plans and Specifications, and accepted standards for such work. The geotechnical engineer shall conduct inspections and testing as reasonably directed by the Town Engineer. The Town agrees to respond to requests for interim inspections in a timely manner and to respond not later than ten (10) business days after a request for a final inspection. Nothing in this paragraph shall be construed to constitute an acceptance by the Town of the Public Improvements, which approval and acceptance shall only occur pursuant to Paragraphs 7 and 8 below.

7. Completion of Public Improvements; Approval. The Developer shall complete all Public Improvements no later than June 30, 2018. Said period may be extended in writing by Town staff for a period of up to six (6) months, provided the performance guarantee provided pursuant to Paragraph 10 is similarly so extended by Developer in a form approved by Town staff. Developer is entitled to begin construction of the Public Improvements at any time after the Application is approved. However, any construction performed in a public right-of-way and all ties to Town utilities must be completed (1) within 180 days of the date such construction begins and (2) no later than June 30, 2018, unless said date is otherwise extended as provided herein.

Upon the Developer's completing construction of the Public Improvements, the Developer or its engineer shall certify in writing that the improvements have been completed in conformance with the Plans and Specifications and submit to the Town a completed acceptance checklist on a Town-approved form. Thereafter, and within ten (10) business days after Developer's request for final inspection, the Town Engineer shall inspect the Public Improvements and notify the parties in writing and with specificity of their conformity or lack thereof to the Plans and Specifications. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Plans and Specifications. The Developer shall at its expense have "as-built" drawings prepared by a professional engineer and a registered land surveyor, which drawings shall include all legal descriptions the Town may require. The Developer shall also prepare a summary of the actual construction costs of all Public Improvements to be dedicated to the Town. The "as-built" drawings and costs summary shall be forwarded to the Town for review and approval. Once the as-built drawings and costs summary are approved, and any and all corrections are completed, the Town Engineer shall promptly notify the parties in writing that all Public Improvements are in conformity with the Plans and Specifications, and the date of such notification shall be known as the Engineering Acceptance Date. The Town shall be under no obligation to provide any water or sewer service until all water and sewer Public Improvements are brought into conformance with the Plans and Specifications as determined by the Town Engineer.

8. Town Council Acceptance; Conveyance. Within thirty (30) days of the Engineering Acceptance Date, the Developer shall execute a bill of sale conveying any portion of the Public Improvements constituting personal property to the Town, free and clear of all liens and encumbrances. The matter shall be submitted to the Town Council for final acceptance in accordance with the procedures set forth in Section 16.32.020 of the Town Code. The effective date of any resolution of acceptance under said section shall be known as the Final Acceptance Date. The Town Council may condition Final Acceptance on the provision of additional collateral from the Developer to secure warranty obligations pursuant to Section 16.32.020(B) of the Town Code.

9. Warranty. Developer shall warrant any and all Public Improvements and facilities conveyed to the Town pursuant to this Agreement for a period of two (2) years from the Final Acceptance Date. Specifically, but not by way of limitation, Developer shall warrant that:

- A. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- B. Any and all facilities so conveyed shall be free of any defects in materials or workmanship for a period of two (2) years, as stated above; and
- C. The title conveyed shall be good and its transfer rightful.

10. Performance Guarantee. The total amount of required security for the Public Improvements shall be 110% of the amount specified on Exhibit ~~A-1~~.

- A. In order to secure the construction and installation of the Public Improvements above described, for which the Developer is responsible, the Developer shall, upon execution of this Agreement, provide the Town with an irrevocable letter of credit issued or confirmed by a commercial banking institution that shall be valid at least until August 1, 2018. Under the terms of the letter of credit, the Town shall be allowed to present drafts and accompanying documents to the banking institution by overnight courier. The Town shall have the right to review and approve all terms and conditions of the letter of credit prior to accepting it.
- B. If the improvements are not completed within the required time, this shall constitute a default. If the guarantee is not sufficient to pay the actual costs, the Developer shall be responsible for the balance. A portion of the performance guarantee may be released as specific improvements are completed and approved in accordance with the procedures set forth in Section 16.32.020(A) of the Town Code.
- C. The required security for the Public Improvements is the amount mutually agreed upon by the Developer and the Town Engineer as set forth on Exhibit A1 attached hereto, which includes a 10% contingency. The parties agree that this amount does not necessarily reflect the Town Engineer's estimate of what the actual cost to the Town would be if the Town was required to fund construction of all of the Public Improvements. In the event the costs of the Public Improvements exceed the amount set forth on Exhibit A,1, Developer shall be solely responsible for the actual cost. The purpose of Exhibit A1 is solely to determine the amount of security and shall be revised as necessary to reflect the actual costs, and the performance guarantee required by this Agreement shall be adjusted accordingly. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the actual costs of all such Public Improvements.
- D. The parties expressly agree that Developer's preparation and submission to the Town of as-built drawings and a summary of actual construction costs for the Public Improvements to be dedicated to the Town are essential requirements of this Agreement. In the event that Developer fails to provide the as-built drawings and summary to the Town fifteen (15) business days prior to the expiration of the performance guarantee or any extension thereof, such failure shall constitute a breach of this Agreement with regard to the completion of the Public Improvements, damages for which are impossible to ascertain, entitling the Town to liquidated damages in the amount of \$4,000, which the Town may collect pursuant to the default and breach provisions of this Agreement.

- E. Neither approval of any reduction to the letter of credit, nor any other reduction in security, shall be construed as the approval or acceptance of any of the Public Improvements, which approval and acceptance shall only occur in accordance with Section 16.32.020 of the Town Code.

11. Cost Recovery. ~~Developer has agreed to construct certain Public Improvements to a size and magnitude that would accommodate uses beyond those planned for the Property. Specifically, Developer will construct the access road and water and sewer utilities (“Recovery Improvements”) to allow for reasonable use thereof by the owner(s) and/or occupant(s) of the lot adjacent to the Property legally described as Lot 2B, Amended Final Plat, Lot 2, Lakota Canyon Ranch, Phase 7, according to the plat thereof recorded July 30, 2010, at Reception No. 789213 (“Adjacent Lot”). The cost associated with Developer’s increasing or otherwise modifying said improvements are estimated to be \$ _____ (“Recovery Amount”). The Town agrees to collect from the owner(s) of the Adjacent Lot and remit to the Developer the Recovery Amount, plus simple interest at the rate of 4% per annum calculated from the date the Recovery Improvements are accepted by the Town, as part of the development approval process for the Adjacent Lot or prior to issuance of a road cut permit for the Adjacent Lot from the access road, whichever occurs sooner (the “Cost Recovery”). Provided, however, that said Cost Recovery obligation shall expire twenty (20) years after the date the Recovery Improvements are accepted by the Town as provided in this Agreement. Developer agrees to indemnify and hold the Town harmless for or from any claim of any party, including Developer, regarding or related to the Cost Recovery, including, but not limited to, the Town’s failing to collect all or a portion of the Recovery Amount. — INTENTIONALLY DELETED AS NOT APPLICABLE.~~

12. Temporary Irrigation. Developer agrees to construct and install, at Developer’s sole expense, an irrigation system sufficient to irrigate all disturbed areas requiring revegetation. Irrigation systems in the drainage ways and re-vegetated slopes may be installed temporarily and may be removed when revegetation has been established and irrigation is no longer necessary. Developer may use raw water to comply with this provision of the Agreement.

13. Weed and Dust Control. Prior to issuance of a grading or building permit, Developer shall submit a Weed and Dust Management Plan that complies with the Town of New Castle Noxious Weed Management Plan. Developer agrees to comply with and be bound by this plan throughout the development and approved operation of the Property. Developer further agrees to reseed the Property according to the seed mix used and approved by the Town’s Park Department.

14. Off-Site Easements and Dedications. Prior to issuance of a grading or building permit, the Developer shall cause documents of conveyance for all off-site easements and/or dedications, if any, to be recorded in accordance with forms subject to approval of the Town Attorney.

15. EQRs. Pursuant to Ordinance No. TC 2016-04, each one-bedroom unit constructed on the Property shall be assigned a value of .6 EQR and each two-bedroom unit shall be assigned a value of .8 EQR. The EQR rating for all other water-consuming devices on the Property shall comply with the Town Code. The total EQR rating as determined by Town staff at the time of application for a building permit shall be the value used to calculate tap fees and the water rights dedication fee.

16. Water Rights Dedication. As provided in Ordinance No. TC 2016-04, Developer is required to pay a cash-in-lieu-of-dedication fee in the amount of \$1,000.00 per EQR (“Dedication Fee”). Developer shall pay the required Dedication Fee when Developer pays the required tap fees as provided in Paragraph 16 of this Agreement.

17. Payment of Tap Fees. Developer shall pay water and sewer tap fees in the amount provided in Chapter 13.20 of the Town Code to account for the total EQR rating for the Property as determined by Town staff. Pursuant to Section 13.20.020 of the Code, all tap fees shall be paid at the time Developer applies for utility service, i.e. at the time of issuance of a building permit.

18. Conditions of Building Permit/Certificate of Occupancy. In addition to all requirements of the Town Code, the Town Building Code, and any requirements imposed by operation of state, federal, or local law, no building or grading permits shall be issued for the Property until:

- A. Developer purchases the Property and takes title thereto as provided in the Lease and Option to Purchase Agreement, as amended, between the Town and Developer.
- B. Developer submits construction drawings that comply with the requirements set forth in the letters from the Town Engineer, Town Public Works Director, and Colorado Fire & Rescue Fire Marshall collectively attached hereto as **Exhibit “B2”**;
- C. All construction plans, drawings, and estimates and all other plans required under the Town Code or this Agreement, including, but not limited to, a dust and weed mitigation plan, lighting plan, and final geotechnical report, have been submitted to and approved by Town staff; and
- D. All off-site easement and/or dedication conveyance documents are fully-executed and properly recorded with the Garfield County Clerk & Recorder’s office.

No Certificate of Occupancy shall be issued until:

- A. Developer has paid all tap fees and water rights dedication fees;

- B. The Town Engineer has determined that the Property has adequate access and that all water and sewer utility improvements have been completed.

19. Fees and Expenses. Developer agrees to reimburse the Town for any and all fees and expenses actually incurred by the Town in connection with or arising out of the development of the Property, the applications and approvals referenced in Ordinance No. TC 2016-04, and this Agreement, including without limitation all of the Town's planning, engineering, surveying, and legal costs, copy costs, recording costs, and other expenses whatsoever. Developer shall pay all such fees and costs as they come due.

20. Voluntary Agreement. Notwithstanding any provision of the Town Code, this Agreement is the voluntary and contractual agreement of the Developer and the Town. Developer agrees that all terms and conditions of this Agreement, including, specifically, the payment of all fees, and the completion and satisfaction of all terms and conditions of Ordinance No. TC 2016-04 are agreed to and constitute the voluntary actions of the Developer.

21. Breach by Developer; Town's Remedies. In the event of any default or breach by Developer of any term, condition, covenant or obligation under this Agreement, the Town Council shall be notified immediately. The Town may take such action as it deems necessary to protect the public health, safety, and welfare and to protect the citizens of the Town from hardship. The Town's remedies include:

- A. The refusal to issue to Developer any building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the Town until after the affidavit described below has been recorded;
- B. The recording with the Garfield County Clerk and Recorder of an affidavit, approved in writing by the Town Attorney and signed by the Town Administrator or his designee, stating that the terms and conditions of this Agreement have been breached by Developer. At the next regularly scheduled Town Council meeting, the Town Council shall either approve the filing of said affidavit or direct the Town Administrator to file an affidavit stating that the default has been cured. Upon the recording of such an affidavit, no further development may occur on the Property until the default has been cured. An affidavit signed by the Town Administrator or his designee and approved by the Town Council stating that the default has been cured shall remove this restriction;
- C. A demand that the security given for the completion of the Public Improvements be paid or honored;
- D. The refusal to consider further development plans within the Property; and/or
- E. Any other remedy available at law.

Unless necessary to protect the immediate health, safety, and welfare of the Town or Town residents, the Town shall provide Developer ~~ten~~twenty (~~10~~20) days' written notice of its intent to take any action under this paragraph during which ~~ten~~twenty-day period Developer may cure the breach described in said notice and prevent further action by the Town. Furthermore, unless an affidavit as described above has been recorded with the Garfield County Clerk and Recorder, any person dealing with Developer shall be entitled to assume that no default by Developer has occurred hereunder unless a notice of default has been served upon Developer as described above, in which event Developer shall be expressly responsible for informing any such third party of the claimed default by the Town.

22. Assignment. This Agreement may not be assigned by the Developer without the prior written consent of the Town, which consent shall not be unreasonably withheld and shall be based upon the financial capability of the proposed assignee to perform the terms of this Agreement. In the event Developer desires to assign its rights and obligations herein, it shall so notify the Town in writing together with the proposed assignee's written agreement to be bound by the terms and conditions contained herein.

23. Indemnification. Developer agrees to indemnify and hold the Town harmless from any and all claims or losses of any nature whatsoever incurred by the Town resulting from the development of the Property and all other approvals pursuant to Ordinance No. TC 2016-04. This indemnification shall include actual attorneys' fees incurred in the event that any party brings an action against the Town for any of the approvals described herein. The parties hereto intend not to duplicate any legal services or other costs associated with the defense of any claims against either party described in this section. The parties hereto agree to cooperate in full to minimize expenses incurred as a result of the indemnification herein described.

24. Waiver of Defects. In executing this Agreement, Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on Developer as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

25. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

26. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

27. Invalid Provision. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then the remainder of this Agreement shall be interpreted to as fully as possible give force and effect to the intent of the parties as evidenced by the original terms and conditions of this Agreement, including the invalidated provision.

28. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Garfield County, Colorado.

29. Attorneys' Fees; Survival. Should this Agreement become the subject of litigation to resolve a claim of default in performance by the Developer, the prevailing party shall be entitled to attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys shall survive any termination of this Agreement.

30. Authority. Each person signing this Agreement represents and warrants that he is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

31. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

32. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. A courtesy copy may also be sent by e-mail. All notices so given shall be considered effective three (3) mail delivery days after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to Town:

Town of New Castle
P. O. Box 90
New Castle, CO 81647
Phone (970) 984-2311
Fax (970) 984-2312

With a copy to:

David H. McConaughy, Esq.
Garfield & Hecht, P.C.
420 Seventh Street, Suite 100
Glenwood Springs, CO 81601
Phone (970) 947-1936
Fax (970) 947-1937
E-mail:
dmeconaughy@garfieldhecht.com
dmccconau@garfieldhecht.com

Notice to Developer:

Al Gold, Manager
Lakota Ridge Senior Apartments, LLC
7305 Lowell Blvd. #200
Westminster, Colorado 80030

Phone: (303) 428-1448
E-mail: algold@erhdc.org algold@crhdc.org

With a copy to:

LAW OFFICE OF MARK BERRY
1 Wren
Littleton, CO 80127
Phone (303) 932-2909 Fax (303) 973-9153
E-mail: berrympl@aol.com

WHEREFORE, the parties hereto have executed duplicate originals of this Agreement on the day and year first written above.

TOWN OF NEW CASTLE, COLORADO

ATTEST:

Art Riddile, Mayor

Town Clerk

LAKOTA RIDGE SENIOR
APARTMENTS, LLC

Al Gold, _____(title) [Manager](#)

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was signed before me this ____ day of _____, 2016, by Al Gold, _____ of Lakota Ridge Senior Apartments, LLC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 2016, by Art Riddile, as Mayor, and by Melody Harrison, as Clerk, for the Town of New Castle, Colorado.

WITNESS my hand and official seal.

My Commission expires:

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

~~Acknowledged, subscribed, and sworn to~~ The foregoing instrument was signed before me this ____- day of _____, 2016, by Al Gold, _____ (title) as Manager of Lakota Ridge Senior Apartments, LLC.

~~WITNESS~~ Witness my hand and official seal.

My ~~Commission~~ commission expires: _____

Notary Public

Document comparison by Workshare Compare on Friday, July 15, 2016 9:33:56 AM

Input:	
Document 1 ID	interwovenSite://IM-DMS-1/iManage/1541008/2
Description	#1541008v2<iManage> - Senior Housing Development Agreement
Document 2 ID	C:\NRPortb\iManage\DMCCONAUGHY\1541008_3.doc
Description	C:\NRPortb\iManage\DMCCONAUGHY\1541008_3.doc
Rendering set	Standard

Legend:	
	<u>Insertion</u>
	Deletion
	Moved from
	<u>Moved to</u>
	Style change
	Format change
	Moved deletion
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	20
Deletions	36
Moved from	5
Moved to	5
Style change	0
Format changed	0
Total changes	66

4/21/16

Tim,

I have reviewed the plans for the Lakota Ridge Senior Apartments and I have further comments to the notes that Carly Johannsson made from our meeting:

1. Fire truck turnaround at the end of the street and along the east side of the main entrance road shall have "NO PARKING" signs installed.
2. Buildings shall have separate street addressing.
3. Unknown if the Access Street will have a street name. I would suggest the road be named so the buildings can be addressed off of the street.
4. Use 2012 Fire Code when laying out and planning the solar panels
5. Try to locate the fire riser rooms and locations in the same location at each building as much as possible
6. The disconnects and switches are all to be located in the fire riser room
7. We will plan on having copper phone lines to each building
8. Exterior back balconies are not going to be permitted to have grills, this will be made available at the community building.
9. The elevator will be large enough to accommodate gurneys, for door locations the side is better.
10. CRHDC will contact the surveyor to identify the existing tree locations to make sure they are not too close to the building.
11. Relocate two units on the third story of building 3 so that they are easier to access with the fire departments equipment.
12. The fire sprinkler system shall be installed to NFPA 13 R.
13. Fire Alarm system shall be installed to NFPA 72.

Please feel free to contact me with any questions or concerns.

Thank You,

Orrin D. Moon

Acting division chief/Fire Marshal

Colorado River Fire Rescue

970-625-1243

orrin.moon@crfr.us



Town of New Castle

450 W. Main Street

PO Box 90

New Castle, CO 81647

**Building, Planning and Code
Administration Department**

Phone: (970) 984-2311

Fax: (970) 984-2716

Memo

To: Mayor Riddile & Town Councilors

From: Tim Cain

Date: July 15, 2016

RE: Lakota Sr. Apartment fee waivers & method of calculation for one-bedroom apartments

Mayor Riddile & Town Councilors:

RE: CRHDC request to waive building permit fees

In April of 2015, Town Council approved of fee reductions for the Lakota Sr. Apartments. Council agreed to 1) waive the plan review fees in the amount of \$8,516.54, 2) reduce the recreation facilities development fee from \$500.00 per dwelling unit (DU) to \$250.00 per DU and 3) reduce the water rights dedication fee from \$6,000.00 per EQR to \$1,000.00 per EQR. However, the fee waivers were calculated when the Sr. Apartments were considering thirty-seven (37) one & two bedroom DU. Since then, CRHDC decided to build 50 DU which accounts for an increase in fee waiver request.

On July 11, 2016, CRHDC requested fee waivers that included a request to waive the building permit fees in the amount of \$18, 905.90. This was not approved by council in April of 2015. It is my opinion that we waive 50% of the building permit fees and also waive the plan review fees in the amount of \$12,887.87. This increase is due to the fact CRHDC is building thirteen (13) more DU.

An important point to make is that this is still an estimate only and we will not know exactly what the total fees will be until our Building Official reviews the building permit applications. Afterwards staff will meet with Town Council if necessary to revise the requested fee waivers if they are different.

RE: Method of EQR calculations for one-bedroom DU

The applicant is proposing to build forty (40) one-bedroom units and ten (10) two-bedroom DU's. The EQR rating for a one-bedroom unit is .6 for an efficiency apartment under 600 square feet. The square footage of the applicant's one-bedroom DU is 708 square feet. The Town Council is obligated NOT to discount water and sewer EQR ratings, but it can allow for a different method of calculation. I am proposing that we set the EQR rating of .6 per one-bedroom EQR. The strict application of the EQR table states that an apartment over 600

square feet is .8 EQR's. My reasoning for recommending a lower rating is as follows:

- 1) Based on experience with our present Sr. Apartments on Castle Valley Blvd., there are no more than one person living in one-bedroom units; this means less water consumption.
- 2) The size of the units exceeding 600 square feet is minimal (108 sq. feet).
- 3) Other one-bedroom units in New Castle have greater square footage and have the ability to have more than one sink and one bathroom with shower, toilet and bath therefore increasing water usage; the new Sr. Apartments have one sink in the kitchen and bathroom and one shower or bath.
- 4) Ultimately, in my opinion, seniors generally use less water than others who are much younger and, as stated in #1, most occupants will be living alone.

In conclusion, without a .6 EQR rating, CRHDC will be billed at least \$96,000.00 MORE which would heavily impact CRHDC's budget which at this time is assuming a .6 EQR rating for one-bedroom apartments. I am speculating the new senior one-bedroom apartments will use much less water than is allowed with a .6 EQR rating.



July 11, 2016

"Your Path to Home Ownership"

Tim Cain
 Town Planner and Code Administrator
 970-984-2311
timc@newcastlecolorado.org
 Town of New Castle
 450 West Main Street
 PO Box 90
 New Castle CO 81647

RE: Lakota Ridge Senior Apartments Fee Waiver Request

Mr. Cain,

The purpose of this letter is to outline a request to Town Council for development fee reductions and waivers for the Lakota Ridge Senior Apartments project. As you are aware this development will house households with incomes less than 60% of the area medium income making this development a limit equity development. This limited equity development will provide a service and an asset to the Town of New Castle. Because it is structured to serve a higher need population, it cannot support the full entitlement fees from the Town of New Castle for development. As a result, CRHDC is requesting fee reductions.

The following are fee waivers and reductions CRHDC is requesting Town Council consider approving.

Lakota Ridge Fee Calculation			Proposed Waiver or Reduction
1	Building Permit	18,905.95	18,905.95 (Waiver)
2	Plan Review Fee	12,288.87	12,288.87 (Waiver)
3	Use Tax	-	
4	Tap Fees (Water and Sewer)	490,800.00	
5	Excavation /Street Cut Permit	-	

Central Office: 7305 Lowell Blvd., Suite 200 • Westminster, CO 80030 • Office: 303.428.1448 Fax: 303.428.1989



6	Mechanical Permit	4,945.00	
7	Plumbing Permit	6,000.00	
8	Water Meter	11,436.75	
9	Recreation Development Fee	12,500.00	12,500.00 (Waiver)
10	Traffic Fee	78,234.00	
11	Consulting Fee	20,000.00	(This amount is just an estimate.)
12	Water Right dedication	192,000.00	160,000.00 (Reduction)
	Total	847,110.57	203,694.82

Our organization is requesting a total of \$203,694.82 in fee waivers and reductions. The Town of New Castle will still collect \$643,145.18 in fees. In addition to the income for the land (both for the purchase of the land and lease of the land), the Town will gain a new public road for the community.

We thank you for your consideration of this request. Please feel free to contact Carly Johansson, CRHDC Director of Real Estate Development, at 720-542-6570 if you have any questions or concerns. We thank you and appreciate your time and efforts.

Sincerely,

Al Gold, Executive Director, CRHDC

