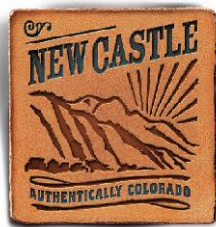


Posted: _____

Remove: _____



Town of New Castle

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

Administration Department

Phone: (970) 984-2311

Fax: (970) 984-2716

www.newcastlecolorado.org

Agenda

New Castle Planning and Zoning Commission (Special Meeting)

Wednesday, November 29, 2023, 7:00 PM

Full packets of P&Z meetings are available online by visiting

<https://www.newcastlecolorado.org/meetings>

or by scanning the **QR code** below.

Virtual Meetings are subject to internet and technical capabilities.

To join by computer, smart phone or tablet:

<https://us02web.zoom.us/j/7096588400>

Meeting ID: 709 658 8400

If you prefer to telephone in, please call: 1-346-248-7799

Be sure to set your phone to mute until called on.



Call to Order, Roll Call, Meeting Notice

Conflicts of Interest

Citizen Comments on Items NOT on Agenda

Public Hearing

- A. Consider Resolution PZ 2023-4, A Resolution of the New Castle Planning and Zoning Commission Recommending Approval of a Conditional Use Permit for a Small Truck and Trailer Rental Facility on Property Located in the C-1 Zone District (Page 2)**

Comments/Reports

- Items for Next Planning and Zoning Agenda
- Commission Comments/Reports
- Staff Reports

Review Minutes of Previous Meetings

- B. Draft Minutes of October 25, 2023 (Page 40)**

Adjournment



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

**Building & Planning
Department**
Phone: (970) 984-2311
Fax: (970) 984-2716
www.newcastlecolorado.org

Special Planning Commission Meeting – Public Hearing
Wednesday, November 29th, 2023
Resolution PZ 2023-4
Staff Report

Name of Applicant	James Shrull
Mailing Address	PO Box 294 New Castle, CO 81647
Property Address	667 W Main St., New Castle, CO 81647
Name of Property Owner	Town of New Castle
Existing Zoning	Commercial C-1
Surrounding Zoning	Commercial C-1, Transitional Commercial CT, Residential R-1, Performance P
Surrounding Land Uses	Residential, Short-Term Rentals, Automotive Repair, Water Treatment Plant
Existing use of property	Retail & Furniture Restoration Shop
Proposed use of property	Business (Group B), Miscellaneous: Private Garage (Group U)
Property size	0.2 Acres

I. Background:

The Applicant proposes relocating their current U-Haul business and private garage from 589 W Main St. to the “Premises” at 667 W Main St. and the western forty (40) feet of the “Kamm Lot” (Assessor Parcel No. 212331301004). The Premises consists of empty parking area and a 1,200 square foot warehouse structure. The warehouse is currently an unfinished shell building containing a restroom and gas heater. As proposed, the warehouse will accommodate a U-Haul office as well as the Applicant’s personal workshop and storage. The exterior parking area will provide private vehicle parking for the tenant, additional personal storage area, and parking for the rotating fleet of U-Haul rental vehicles and trailers.

Pursuant to Chapter 17.36 of the Municipal Code (MC), a trailer rental facility is listed as a conditional use, 17.36.050 (B) (3). Though the Applicant was originally approved for a conditional use for the U-Haul business at 589 W Main St. in 2001, (**Exhibit K**), conditional use permits (CUP) are location specific and may not transfer to another site without Council approved. Upon approval, the Applicant has consented to signing a commercial lease with the Town and comply with the terms therein (**Exhibit L**) as well as any additional conditions approved as part of this application. As part of the CUP process, the Planning Commission (P&Z) is required to hold a public hearing in accordance with the procedures set forth in MC Section 16.08. Within 30 days of the hearing, P&Z must make one of these three recommendations to Town Council:

- 1) Approve the CUP unconditionally;
- 2) Approve the CUP with conditions;
- 3) Deny the CUP.

II. Application Requirements:

The purpose of a CUP is to determine: if the nature of the proposed use is appropriate to the location and character of the surrounding development, whether service capacity is sufficient to meet the use's demand and determine if there are potential negative environmental or nuisance concerns, among other factors, that the Town may deem relevant to the type of land use.

1. Site Plan:

- a. Adjacent land uses and location of adjacent structures;

Staff Comment – The land uses proposed are consistent with surrounding commercial uses including Reiger's automotive repair and the Town's wastewater treatment facility (**Exhibit H**). Compatibility with the residential uses across U.S. 6 will generally involve compliance with all performance standards (**Exhibit D**) and nuisance codes.

- b. Boundary and size of lot;

Staff Comment – The subject property is located at 667 W Main Street in addition to the western forty (40) feet of the Kamm Lot public parking lot. The CUP does not include the remaining eastern portion of the public parking lot. The Premises is approximately 9,000 square feet (SF), which is well within the C-1 district minimum lot area of 2,500 SF per unit.

- c. Building location, height and setbacks;

Staff Comment – The warehouse is 14 ft tall and approximately 8 ft setback from the alleyway in rear. Maximum commercial building height is 40 ft and the only setback requirement for the principle building is 5 ft in rear. The proposed lease currently allows for a single storage shed encroaching the rear setback (**Exhibit L**). Since setbacks are designed for life-safety, it is recommended as a condition of this approval that no other structure or objects be permanently placed in the rear setback.

- d. Off-street parking and loading areas;

Staff Comment – There are no off-street parking requirements for the proposed uses in the C-1 District. However, there shall be at least one ADA van-compliant off-street parking space that is appropriately signed since no other off-street parking is being

proposed. Any loading, unloading, or staging is to be performed exclusively on the Premises. The U-Haul business activity shall not occur in the eastern sixty (60) feet of the Kamm Lot, or on US 6 (Main Street). Though, U-Haul customers may use the Kamm Lot drive aisle to exit the Premises.

- e. Points of ingress and egress;

Staff Comment – The main entrance for the Premises is from Main Street across from the 7th Street intersection (**Exhibit F**). Staff is amenable to the use of the Kamm Lot as an exit provided the eastern fence opening maintains a minimum drive aisle of 20 ft permanently accessible. The eastern portion of the Kamm Lot shall remain public parking free from U-Haul activity.

- f. Service and refuse areas;

Staff Comment – The refuse area, labeled Trash Bin in **Exhibit F**, shall be accessible for weekly pickup. Other than routine deliveries and trash removal, no other services are anticipated.

- g. Signs and exterior lighting;

Staff Comment – **Exhibit G** shows the intended signage for the business, with one mounted sign, like that on the current facility, and a portable 2 ft x 3 ft sign advertising prices. A decorative petrol sign will also be attached to the front gable. Exterior lighting will be unchanged (**Exhibit I**). If the Applicant finds additional exterior lighting for security is necessary, the new illumination shall be dark-sky compliant. Lighting requiring new circuitry shall apply for an electrical permit.

- h. Fencing, landscaping and screening;

Staff Comment – The Applicant has expressed interest in potentially installing a split rail fence at the eastern boundary of the subject property. Staff suggests adding a condition for signs and fence to be installed to delineate the Kamm lot boundary and deter the general public from parking on the Premises.

- i. Compliance with performance standards;

Staff Comment – Performance standards are requirements, agreed to by the Applicant, assuring compliance with the Town's nuisance code, (Section 17.72.090). The Applicant has signed the Performance Standards (**Exhibit D**).

- j. Anticipated utility requirements;

Staff Comment – Electrical utilities for the Premises are located at the northwest corner of the warehouse and southwest corner of the lot. The general location of the water service valve for the warehouse and the electrical panel for Kamm Lot's EV charger is labeled "Utilities" on **Exhibit F**. Staff does not anticipate the proposed uses negatively affecting existing utilities. As long as performance standards and parking requirements are followed, the mere relocation of the U-Haul business and private garage should have no additional impacts to the police or fire departments.

III. Staff Recommendations:

Staff recommends approval of a Conditional Use Permit for a small truck and trailer rental facility as portrayed on the site plan (**Exhibit F**), with the following conditions:

1. The U-Haul trucks and trailers allowed on the Property are limited to the following:
 - a. One (1) permanent 26-foot box truck
 - b. One (1) 6' x 12' enclosed trailer
 - c. One (1) 5' x 8' enclosed trailer
 - d. One (1) 6' x 12' open bed trailer
 - e. Additional U-Haul trucks and trailers as may be dropped off by customers in the ordinary course of business
2. Applicant shall clean up and restore the exterior of Applicant's prior business location (589 W. Main Street) and remove all outdoor cars, equipment, and other personal property on or before March 31, 2024.
3. In the event the Town receives any complaints about the use of the site in violation of the conditional use approval or observes or becomes aware of any violations of the conditional use approval, the Applicant may be summoned before the Town Council in a public meeting to show cause why the permit should not be revoked, suspended, or additional conditions imposed. Such show-cause hearing shall be open to the public and the applicant or owner may present testimony or offer other evidence on its behalf.
4. The following outdoor decoration & signage shall be permitted:
 - a. One (1) 1' x 1.5' U-Haul sign hanging on warehouse;
 - b. One (1) 3' x 2' portable advertisement sign to be located out of public ROW, parking spaces and ingress/egress areas.
 - c. "Standard Oil" decorative sign above overhead doors and/or an antique, decorative gas pump in front of the building
5. Provide ADA van parking and loading areas that shall be signed, available and accessible directly in front of the U-Haul office door & International Existing Building Code (IEBC) section 407.
6. All vehicles associated with the U-Haul Business are to load, park, stage, etc. only on the Premises.
 - a. The eastern portion of Kamm Lot and public on-street parking in the Town are not to be used for business or personal storage. The eastern portion of the Kamm Lot shall remain public parking free from U-Haul activity but may be used for access to the Premises provided that a 20-foot wide drive aisle is maintained.
7. Prohibit customer or personal loading, parking, storing, etc., in the rear of the warehouse, besides 8' x 10' shed and temporary vender trailer as shown on **Exhibit F**.

- a. Approved items shall be stored so as not to disrupt access to utilities, at SW corner of warehouse.
8. Limit U-Haul Business hours of operation from 9am to 4pm, Monday – Friday.
 - a. Hours of operations shall be clearly posted on the exterior of the building
 - b. Hours of operation do not include vehicle drop-off by clients and personal use of the Premises
9. Any Tenant improvements, such as installation of split rail fence at eastern property boundary or signage that is in addition to those outlined above in Condition 2, shall receive The Town's approval and necessary permits before undertaking any work.
10. The Conditional Use Certificate, **Exhibit E**, shall be reassessed if any use or occupancy changes.
11. Applicant shall install split rail fence to match existing fence along Kamm Avenue, with 20 ft minimum opening.

IV. Application Exhibits:

- A. Conditional Use Permit Application
- B. Public Notice
- C. Notarized Affidavit of Notice
- D. Signed Performance Standards
- E. Conditional Use Certificate
- F. Site Plan
- G. Elevation Plan
- H. Adjacent Land Uses
- I. Existing Property Photos
- J. Certified Mail Recipients
- K. Special Review Resolution TC-2001-3
- L. Commercial Lease Draft

Exhibit A**Planning Department**

(970) 984-2311

Email:

psmith@newcastlecolorado.org

**LAND DEVELOPMENT APPLICATION****Town of New Castle**

PO Box 90

450 W. Main Street

New Castle, CO 81647

Note: All land use applications must be filed with the Town Clerk. Please consult the Town Planner for codes specific to the Land Development Application. All application materials are subject to the Colorado Open Records Act (CORA), C.R.S. §24-72-201 to 207.

Applicant:**James Shrull****Address:**

PO Box 294 New Castle, CO 81647

Phone:

E-mail: 970-230-0808

Property Owner:**Town of New Castle****Address:**

PO Box 90, New Castle 81647-0166

Phone:

E-mail: 970-984-2311

Contact Person:**Town of New Castle****Address:**

450 W Main St.

Phone:

E-mail: 970-984-2311

Property Location/Address:

667 W Main St. & Western 40 Feet of 645 W Main St. (Kamm Lot)

Legal Description:

Section: 31 Township: 5 Range: 90 SEC 31 SW1/4

Acres:

0.22

Existing Zone (e.g., Residential R-1, Commercial C-1):**Commercial C-1****Existing Land Use:****Retail and furniture restoration shop****TYPE(S) OF LAND USE(S) REQUESTED**☐ Pre-Annexation Agreement☐ Annexation☐ Subdivision (including Minor and Major Subdivisions, Lot Splits, Sketch Plans, Subdivision Preliminary Plans, Subdivision Final Plans, & Condominiumizations)☐ Amended Plat☐ Planned Unit Development (including PUD Sketch Plans, Preliminary PUD Development Plans, PUD Master Plans and Final PUD Development Plans)☐ Master Plan Amendment☒ Conditional Use Permit or Special Review Use Permit☐ Lot Line Adjustment or Dissolution☐ Site Specific Development Plan/Vested Rights☐ Variance☐ Zoning☐ Zoning Amendment☐ Re-zoning☐ Watershed Permit

James Shrull 10-4-23
Applicant Signature **Date**

*Consulting fees waived per Council

NOTICE OF PUBLIC HEARING Town of New Castle

Virtual Meetings are subject to internet and technical capabilities.

To join by computer, smart phone or tablet:

<https://us02web.zoom.us/j/7096588400>

If you prefer to telephone in:

Please call: 1-346-248-7799

Meeting ID: 709 658 8400

Follow the prompts as directed. Be sure to set your
phone to mute until called on.

Date: November 29, 2023

Time: 7:00 PM

Place of hearing: New Castle Town Hall, 450 West Main Street, New Castle, CO

Public body
conducting hearing: Planning & Zoning Commission

Brief description
of application: Applicant requests a Conditional Use Permit in order to operate U-Haul vehicle rental business and store personal equipment on premises.

Legal description: Block 9, Lots 11 through 16, Original Townsite, New Castle.

Common address: 667 West Main Street and the western 40 feet of 645 W Main Street, New Castle, CO 81647.

Applicant: James Shrull

Landowner: Town of New Castle

The complete application is available at the Town Clerk's office at 450 West Main Street, P.O. Box 90, New Castle, CO 81647. All interested persons are invited to appear and state their views, protests or objections. If you cannot appear personally at such hearing, then you are urged to state your views by letter.



AFFIDAVIT AS TO NOTICE OF PUBLIC HEARING

I, **Paul Smith**, New Castle Town Planner, do hereby certify that pursuant to ordinances of the Town of New Castle, Colorado, I provided notice of a public hearing before the New Castle Planning Commission on **November 29, 2023**, regarding a **conditional use permit** application by doing the following:

1. At least fifteen **(15) days prior** to such hearing, I sent a copy of the attached Notice of Public Hearing by **certified mail to the owners of all property within two hundred and fifty (250) feet** of the subject property and to the Town of New Castle.
2. ~~If required by Chapter 16.10 of the New Castle Municipal Code, at least thirty (30) days prior to such hearing, I sent a copy of the attached Notice of Public Hearing by certified mail to the owners of mineral estates who have requested notification with respect to the subject property at the Garfield County Clerk and Recorder.~~
3. At least fifteen **(15) days prior** to such hearing, **I posted notice of the hearing on the property on a sign** approved by the Town at least twenty-two (22) inches wide, twenty-six (26) inches high, with letters at least one (1) inch in height. The sign was posted so that it was visible from a public street.
4. At least (15) days prior to such hearing, the attached Notice of Public Hearing was published on the **Town's website**.

Paul Smith
Signature

STATE OF COLORADO)
) ss.
COUNTY OF Garfield)

Subscribed and sworn to before me this 8 day of November, 2023, by Paul Smith.

Witness my hand and official

seal **REMI BORDELON**
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20214018872
My Commission Expires May 13, 2025

Remi Bordelon
Notary Public

My commission expires: May 13, 2025



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

**Building & Planning
Department**
Phone: (970) 984-2311
Fax: (970) 984-2716
www.newcastlecolorado.org

PERFORMANCE STANDARDS

I, James Shull, ON THIS DATE 10/16/23 agree
to abide by the following PERFORMANCE STANDARDS:

Performance Standards

- (A) Smoke. No use shall be permitted in any district unless it conforms to the standards established by the Colorado Department of Public Health's rules and regulations pertaining to emission of smoke.
- (B) Particulate Matter. No operation shall be conducted unless it conforms to the standards established by the Colorado Department of Public Health's rules and regulations pertaining to emission of particulate matter.
- (C) Dust, Odor, Gas, Fumes, Glare or Vibration. No operation shall be conducted unless it conforms to the standards established by the Colorado Department of Public Health's rules and regulations pertaining to emission of dust, odor, gas, fumes, glare or vibration.
- (D) Radiation Hazards and Electrical Disturbances. No operation shall be conducted unless it conforms to the standards established by the Colorado Department of Public Health's rules and regulations pertaining to radiation control.
- (E) Noise. No operation shall be conducted unless it conforms to the standards established by the Colorado Department of Public Health's rules and regulations pertaining to noise.
- (F) Water Pollution. No operation shall be conducted unless it conforms to the standards established by the Colorado Department of Public Health's rules and regulations pertaining to water pollution.

Source: Ord. 261, Sec. 15.04.090, 1983



TOWN OF NEW CASTLE CONDITIONAL USE CERTIFICATE

Conditional Use Resolution PZ 2023-4

This conditional use permit (CUP) is hereby issued to ***U-HAUL Business, c/o James Shrull*** to ***permit the use of a trailer rental business with an accessory use private garage storage*** on Block 9, Lots 11 through 16 of the Original Townsite within the Town of New Castle Commercial District in conformance with the requirements of the New Castle Municipal Code Chapter 17.84. The Premises consists of an empty parking area and a 1,200 square foot warehouse structure at 667 W Main St. and the western forty (40) feet of the “Kamm Lot” (Assessor Parcel No. 212331301004). The conditional use permit application was considered at a public hearing on November 29, 2023, before the New Castle Planning & Zoning Commission and recommended for approval with conditions by Resolution PZ 2023-4 and subsequently approved by the New Castle Town Council on December 5, 2023, by Resolution TC 2023-11 for the aforementioned property and shall be subject to the following uses and conditions.

Listing of approved uses.

A. Vehicle and Trailer Rental Business with office and personal garage and storage on the Premises.

Conditions of approval.

1. Applicant shall comply with all terms of the signed final lease agreement. In the event the Town receives any complaints about the use of the site or observes or becomes aware of any violations of the conditional use approval, the Applicant may be summoned before the Town Council in a public meeting to show cause why the permit should not be revoked, suspended, or additional conditions imposed. Such show-cause hearing shall be open to the public and the applicant or owner may present testimony or offer other evidence on its behalf.
2. Allow the following personal outdoor storage, decoration & signage:
 - a. One (1) antique John Deer tractor
 - b. One (1) antique mining cart
 - c. One (1) 1' x 1.5' U-Haul sign hanging on warehouse
 - d. One (1) 3' x 2' portable advertisement sign to be located out of public ROW, parking spaces and ingress/egress areas
3. Provide ADA van parking and loading areas that shall be signed, available and accessible directly in front of the U-Haul office door, per Lease term 58 (Exhibit L) & International Existing Building Code (IEBC) section 407.
4. All vehicles associated with the U-Haul Business are to load, park, stage, etc. only on the Premises.
 - a. The eastern portion of Kamm Lot and public on-street parking in the Town are not to be used for business or personal storage.
5. Prohibit customer or personal loading, parking, storing, etc., in the rear of the warehouse, besides 8' x 10' shed and temporary vender trailer agreed upon in Commercial Lease, Exhibit L.
 - a. Approved items shall be stored so as not to disrupt access to utilities, at SW corner of warehouse.
6. Limit U-Haul Business hours of operation from 9am to 4pm, Monday – Friday.
 - a. Hours of operations shall be clearly posted on the exterior of the building, per Lease term 10 (Exhibit L).
 - b. Hours of operation do not include vehicle drop-off by clients and personal use of the Premises, per Lease terms outlining Use of Premises (9) and Additional Prohibitions (16e).
7. Any Tenant improvements, such as proposed installation of split rail fence at eastern property boundary or additional signage, shall receive The Town's approval and necessary permits before undertaking any work.
8. This Conditional Use Certificate shall be reassessed if any use or occupancy changes.
9. Applicant shall install split rail fence to match existing fence along Kamm Avenue, with 20ft minimum opening.

This conditional use permit is hereby approved by the New Castle Town Planner upon signature below.
 _____, Paul Smith — New Castle Town Planner

Exhibit F
Site Plan

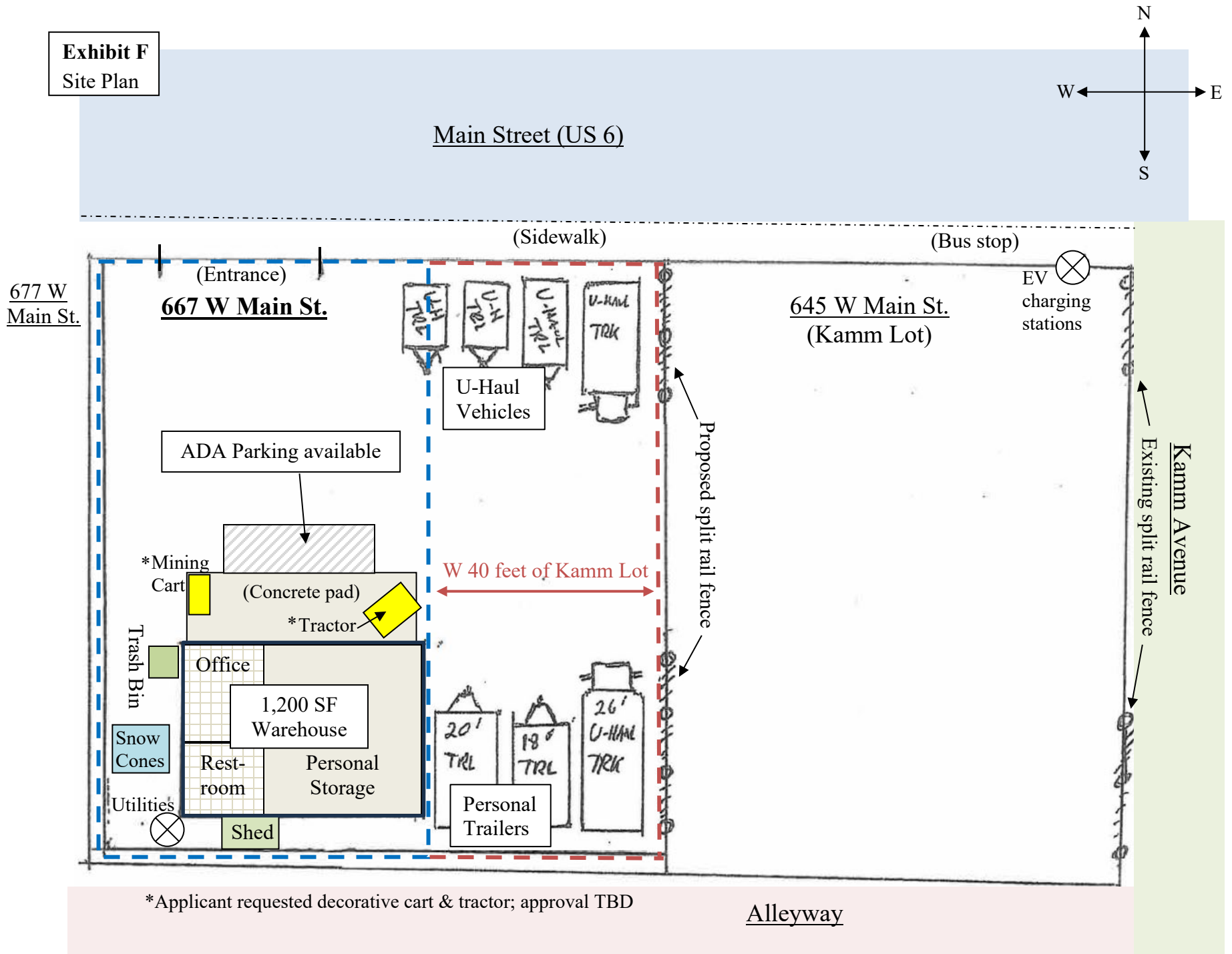
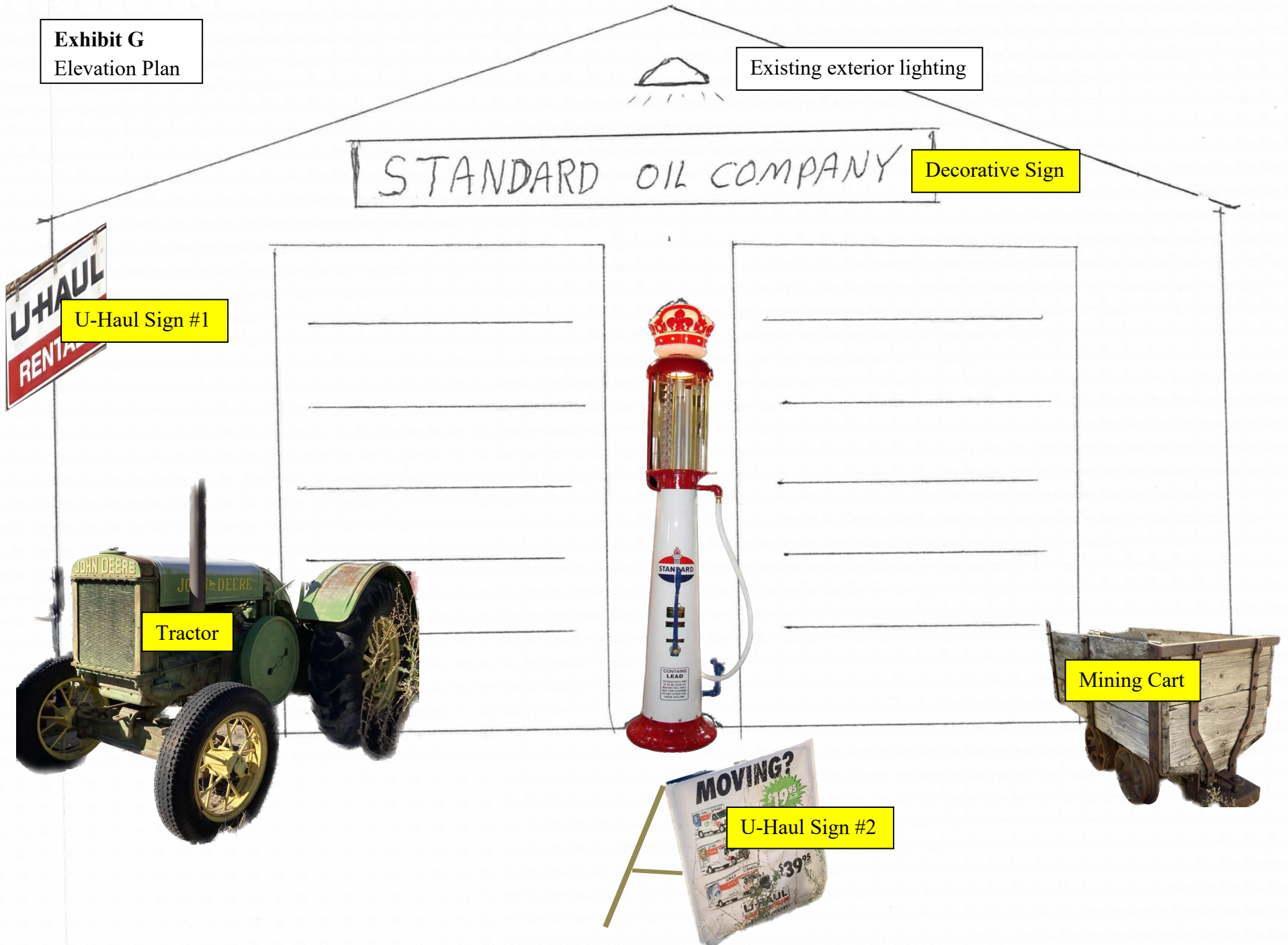


Exhibit G
Elevation Plan



Adjacent Land Uses



Exhibit I
Existing Property Photos

667 W Main Street - Photos taken Fall 2023:



Exhibit I
Existing Property Photos

589 W Main Street - Photos taken Fall 2023:



Exhibit J

BOLAND, WHITNEY M & SALO, ANDREW
111 N 6TH STREET
NEW CASTLE, CO 81647

BRESLIN, FRANK J TRUST DTD 9/8/11
321 STARK MESA ROAD
CARBONDALE, CO 81623

CARTWRIGHT, ADAM H
620 W MAIN STREET
NEW CASTLE, CO 81647

CRUZ HERRERA, MARGARET MONGE &
111 N 7TH STREET
NEW CASTLE, CO 81647

DAVIS, MARGIE A
PO BOX 255
NEW CASTLE, CO 81647

GLIDDEN HARMONY LLC
0381 COUNTY ROAD 228
SILT, CO 81652

MALLOY, TODD F
PO BOX 404
NEW CASTLE, CO 81647

MCFARLAND, RONALD P & LINDA G
PO BOX 885
NEW CASTLE, CO 81647-0885

NEW CASTLE, TOWN OF (SEWAGE PLA
PO BOX 90
NEW CASTLE, CO 81647-0166

NEW CASTLE, TOWN OF
PO BOX 90
NEW CASTLE, CO 81647

NEW CASTLE, TOWN OF
PO BOX 90
NEW CASTLE, CO 81647-0166

PICKARD, SAMANTHA L
640 W MAIN STREET
NEW CASTLE, CO 81647

RITTNER, ROBERT L
PO BOX 253
NEW CASTLE, CO 81647

RUIZ, IGNACIO
PO BOX 741
NEW CASTLE, CO 81647

SAMUELSON, WARD A & KERN A
1260 COUNTY ROAD 325
RIFLE, CO 81650

SHRULL, JAMES O & SAMANTHA J
PO BOX 294
NEW CASTLE, CO 81647

SHRULL, JAMES O
PO BOX 424
NEW CASTLE, CO 81647

SMYTHE, RYAN C & BRANDI
129 N 6TH STREET
NEW CASTLE, CO 81647

VAN GORP, EMILY ANN
702 W MAIN STREET
NEW CASTLE, CO 81647

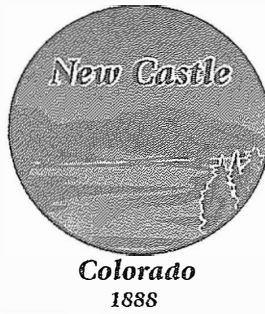
WIGGER, KURT & ELSBETH
292 CASTLE RIDGE DRIVE
NEW CASTLE, CO 81647

MAISON, JOSEPH H & NANCY
15452 HIGHWAY 82
CARBONDALE, CO 81623

BRISTOL, KYLE
116 NORTH 16TH STREET
NEW CASTLE, CO 81647

ALLEN, BENJAMIN R
542 W MAIN STREET
NEW CASTLE, CO 81647

BREIDENBACH, SYLVIA PATRICIA
PO BOX 244
NEW CASTLE, CO 81647-0244



Administration Department
(970) 984-2311
Fax: (970) 984-2716
Email: tnc@glenwood.net

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

MEMORANDUM

TO: Town Council

FROM: Planning & Zoning Commission

DATE: January 10, 2001

RE: Application for Special Review Use Permit

Purpose:	Vehicle Rental Operation in C-1 Zone District
Applicant:	New Castle Garage/James O. & Sheryl A. Shrull
Street Address:	589 W. Main Street, New Castle, Colorado (SE corner of Kamm Ave./Main Street Intersection)
Legal Description:	Lots 7 through 10, Block 9, Original Townsite
File No.:	2000-SRU-001

On January 10, 2001, the Planning & Zoning Commission held a public hearing on the above application. The Commission recommends approval of the application, subject to the following conditions:

- A. Completion of the following items at Applicant's expense by June 1, 2001:
- (1) Install a screen fence along the east side of the property from the northeast corner of the existing building to the southeast property corner; and
 - (2) Remove and/or relocate some of the abandoned vehicles and generally improve the appearance of the property.
- B. All representations of the Applicant contained in the application, or stated at the public hearing before the Planning and Zoning Commission, shall be considered conditions of approval unless stated otherwise.

**TOWN OF NEW CASTLE
RESOLUTION NO. TC-2001-3**

**A Resolution of the Town Council of the Town of New Castle Granting a
Special Review Use Permit for 589 West Main Street.**

WHEREAS, at a regular meeting of the Town Council of the Town of New Castle on January 16, 2001, the Council reviewed an application from James O. Shrull and Sheryl A. Shrull, doing business as New Castle Garage ("Applicant") for a special review use permit to conduct a vehicle rental operation within the C-1 Commercial zone district on Lots 7, 8, 9 and 10, Block 9, Original Townsite of the Town of New Castle, also known as 589 West Main Street; and

WHEREAS, the New Castle Planning and Zoning Commission held a public hearing on January 10, 2001, on whether to recommend that the Council approve or deny the above-described application for a special review use permit, at which hearing the public and interested persons were given the opportunity to express their opinions regarding the issuance of said special review use permit; and

WHEREAS, on January 10, 2001, the Commission recommended the Council approve the above-described application, subject to certain conditions; and

WHEREAS, the Council, on the basis of substantial competent evidence produced at the public hearing before the Planning and Zoning Commission and at the hearing before the Council on January 16, 2001, has made the following decisions:

1. That the hearings before the Planning and Zoning Commission and the Town Council were extensive and complete, and all pertinent facts, matters and issues were heard at those hearings.
2. For the above stated and other reasons, the proposed use is in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of the Town of New Castle.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of New Castle, Colorado:

1. The Town Council hereby adopts the foregoing recitals as findings of fact and determinations of the Council.
2. The Town Council approves the application of James O. Shrull and Sheryl A. Shrull, doing business as New Castle Garage, for a special review use permit to conduct a vehicle rental operation within the C-1 Commercial zone district on Lots 7, 8, 9 and 10, Block 9, Original Townsite of the

Town of New Castle, also known as 589 West Main Street, subject to the following conditions:

- A. Completion of the following items at Applicant's expense by June 1, 2001:
 - (1) Install a screen fence from the northeast corner of the existing building to the east property line, then along the east property line to a point adjacent to the southeast corner of the existing building; and
 - (2) Remove and/or relocate some of the abandoned vehicles and generally improve the appearance of the property.
- B. The use shall be conducted entirely within the boundaries of the property.
- C. The use shall meet the Town's performance standards, contained in Ordinance No. 261, Section 15.04.090.
- D. Town water and wastewater utility services shall be adequate to serve the use at the property.
- E. All representations of the Applicant contained in the application, stated at the public hearing before the Planning and Zoning Commission, or stated at the hearing before the Town Council, shall be considered conditions of approval unless stated otherwise.
- F. This special review use permit may not be transferred by the Applicant without prior written approval of the Town Council.
- G. Violation of any of the above conditions shall be cause for revocation of the special review use permit.
- H. This Resolution shall not be effective until and unless the Applicant agrees to all conditions herein by signing below.

THIS RESOLUTION was adopted by the Town Council of the Town of New Castle, Colorado, by a vote of 7 to 0 on January 16, 2001.

TOWN OF NEW CASTLE

Steve Rippy, Mayor

ATTEST:

Lisa H. Cain, Town Clerk

AGREED AND ACCEPTED:

James O. Shrull, doing business as
New Castle Garage

Sheryl A. Shrull, doing business as
New Castle Garage

STATE OF COLORADO)
)
COUNTY OF GARFIELD) ss.

Acknowledged before me this _____ day of _____, 2001, by James O. Shrull,
doing business as New Castle Garage.

WITNESS my hand and official seal. My Commission expires: _____.

Notary Public

STATE OF COLORADO)
)
COUNTY OF GARFIELD) ss.

Acknowledged before me this _____ day of _____, 2001, by Sheryl A. Shrull,
doing business as New Castle Garage.

WITNESS my hand and official seal. My Commission expires: _____.

Notary Public

COMMERCIAL LEASE

This Commercial Lease (the “**Lease**”) is made as of this ____ day of December, 2023, and is entered into by and between Landlord (as defined below) and Tenant (as defined below). In consideration of the payment of the Rent (as defined below); all costs, charges, and expenses which Tenant assumes, agrees, or is obligated to pay to Landlord pursuant to the Lease (the “**Additional Rent**”); and the performance of the promises by Tenant set forth below, Landlord hereby leases to Tenant, and Tenant hereby accepts, the Premises (as defined below), subject to the terms and provisions set forth in the Lease.

PARTIES, PREMISES, AND DEFINED TERMS

1. **Landlord:** Town of New Castle, Colorado, a Colorado home rule municipality (the “**Landlord**”). Landlord’s authorized representative for matters arising this Lease shall be the Town of New Castle Town Administrator (“**Town Administrator**”).

2. **Tenant:** James Shrull (the “**Tenant**”).

3. **Premises:** Landlord is the owner of that certain real property located at 667 W. Main Street, New Castle, Colorado, Assessor Parcel No. 212331300005, the improvements thereon, including a 1,200 square-foot warehouse, and the western forty (40) square feet of Assessor Parcel No. 212331301004 as depicted on Exhibit A, attached hereto and incorporated herein by this reference (the “**Premises**”). Landlord hereby leases the Premises to Tenant according to the terms of this Lease.

4. **Term:** Tenant shall take possession of the Premises and Landlord will lease the Premises to Tenant pursuant to the terms and conditions of this Lease from 12:00 a.m. on the 1st day of January, 2024 (the “**Commencement Date**”), through 11:59 p.m. on the 31st day of December, 2025 (the “**Initial Term**”). Subject to Tenant’s performance of all obligations under the Lease, including, without limitation, payment of Rent and Additional Rent, Tenant shall enjoy quiet possession of the Premises.

5. **Renewal.** Tenant shall have the option to extend the Term pursuant to the terms and conditions contained herein for up to three (3) additional 1-year periods (each a “**Renewal Term**”). Tenant shall provide Landlord with written notice of its intent to renew at least forty-five (45) days before the end of the Initial Term or Renewal Term, as applicable. Upon receipt of said notice, Landlord will review and make a decision to approve or deny, in its reasonable judgment, the extension at the next regularly scheduled Town Council meeting. The option to renew set forth in this Paragraph 5 may only be exercisable by Tenant if (i) no Tenant Default exists at the time the renewal is sought, (ii) Tenant has satisfactorily cleaned up the exterior of 589 W. Main Street, New Castle, and removed all cars, equipment, and personal property therefrom by March 31, 2024, and (iii) no notice of a Tenant Default was provided to Tenant during the Initial or immediately preceding Renewal Term.

6. **Termination.** Landlord and Tenant reserve the right to terminate this Lease with or without cause upon one hundred twenty (120) days’ written notice to the other party. In the event one party elects to terminate the Lease pursuant to the terms of this Paragraph 6, all of the parties’ obligations under this Lease will cease as of the date of termination of the Lease stated in the notice. In no event shall Landlord be liable to Tenant for any damages Tenant may incur as a result of Landlord’s exercising its rights under this Paragraph 6.

7. **Rent:** Rental for the Initial Term and each Renewal Term shall be payable, without notice, in equal installments of ONE THOUSAND and 00/100 Dollars (\$1,000.00) per month (the “**Rent**”) to Landlord on the first day of each calendar month for that month’s rental. Rent for the first month of the Initial Term shall be due on or before November 1, 2023. Unless otherwise provided in the Lease, all payments due under the Lease, including Rent and Additional Rent, shall be mailed or delivered to Landlord at the following address: 450 West Main Street, P.O. Box 90, New Castle, Colorado 81647.

8. **Security Deposit:** Tenant shall provide a security deposit in the amount of \$1,000.00 (“**Security Deposit**”) upon execution of this Lease. Landlord will hold the Security Deposit as security for the return of the Premises at the expiration of the Term or Renewal Term, as applicable, in as good condition as when Tenant entered the Premises, normal wear and tear and approved improvements excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of the Lease.

a. **Application of Security Deposit:** The parties agree: (1) that the Security Deposit, or any portion thereof, may be applied to the curing of any Default that may exist, and/or payment of subsequent damages and costs incurred

by Landlord, without prejudice to any other remedy or remedies that the Landlord may have on account thereof, and upon such application Tenant shall pay Landlord on demand the amount so applied, which shall be added to the Security Deposit so it will be restored to its original amount; (2) that should the Premises be conveyed by Landlord, the Security Deposit or any portion thereof may be turned over to Landlord's grantee, and if the Security Deposit is turned over, Tenant agrees to look to such grantee for such application or return; (3) that Landlord shall not be obligated to hold Security Deposit as a separate fund; and (4) that should a Default occur, Landlord may, as an additional remedy, increase the Security Deposit at its sole discretion. The Security Deposit may also be used in the event of termination of the Lease by re-entry, eviction, or otherwise.

b. Return of Security Deposit: If Tenant shall perform all of its respective covenants and agreements in the Lease, the Security Deposit, or the portion thereof not previously applied pursuant to the provisions of the Lease, together with an accounting for any amounts withheld, shall be returned to Tenant without interest, no later than sixty (60) days after the expiration of the Term, or any renewal or extension thereof (or such earlier time if required by applicable law), provided Tenant has vacated the Premises and surrendered possession thereof to Landlord.

9. Use of Premises: The Premises shall only be used for the purposes set forth below in accordance with the applicable terms and conditions and provided that the uses conform with applicable zoning, licensing, and permitting regulations. Tenant shall not, without the prior written consent of Landlord, permit the Premises to be used for any other purposes.

- a. Uhaul business:** Tenant may operate his existing Uhaul business from and on the Premises, which operation includes the outdoor parking and storage of the vehicles listed on Exhibit B, which exhibit is attached hereto and made a part hereof by this reference; the pick-up and drop-off of Tenant's inventory of Uhaul trucks and trailers; and related customer interfacing and office work. No other business shall be operated on the Premises.
- b. Personal Storage:** Tenant may use the Premises for limited indoor and outdoor storage of Tenant's personal items. The personal items that may be stored outdoors on the Premises are expressly limited to those listed on Exhibit B. Any other personal property Tenant desires to store on the Premises must be stored inside the structure located on the Premises. Relatedly, Tenant shall clean up the exterior of Tenant's former property, 589 W. Main Street in New Castle, and remove all of Tenant's cars, equipment, and other personal property therefrom on or before March 31, 2024. No flammable or hazardous substances shall be stored on the Premises, except that gasoline in any of Tenant's motorized equipment shall be permitted.
- c. Personal Workshop.** Tenant may use the Premises as a workshop to perform minor mechanical and other service work on Tenant's Uhaul vehicles and Tenant's personal vehicles and other motorized vessels. Tenant may not perform any mechanical or other service work on the Premises on any motorized vessel not owned by Tenant, regardless of whether Tenant receives compensation for such work. Tenant is expressly prohibited from using the Premises as a mechanic or auto repair shop.
- d. Penalties.** Failure to clean up the exterior of 589 W. Main Street by March 31, 2024, or use of the Premises for any purpose not expressly allowed under this Lease, including, but not limited to, the storage of unauthorized vehicles or other property or the performance of mechanical, service, or other work on vehicles or motorized vessels not owned by Tenant shall constitute a Default. In the event the Town of New Castle Town Administrator or other Town staff members learn of or observe a Default of this Paragraph 9 and its subparts, the Town Administrator may provide written notice to Tenant of the Default, and the parties agree that a monetary penalty in the amount of \$200.00 shall also be due and payable to Landlord, which penalty shall constitute Additional Rent. The imposition and collection of said penalty shall not operate to waive any other rights or remedies of Landlord for such Default or for any other reason and shall be a remedy in addition to, not in lieu of, any other remedy Landlord may have as a result of Tenant's Default.

10. Hours of Operation. Tenant agrees that the primary use of the Premises is that of the operation of Tenant's Uhaul business. Tenant shall maintain and advertise regular hours of operation unless Tenant is prohibited from operating by a court or governmental order. Tenant's hours of operation shall be clearly posted on the exterior of the building on the Premises.

11. Taxes and Utilities: Tenant shall be responsible for paying when due all real property taxes imposed against the Premises during the Initial Term or any Renewal Term. If Tenant fails to pay such taxes Landlord may, but shall not be obligated to, pay the taxes and recover the same from Tenant as Additional Rent. Tenant shall be responsible for paying all utilities needed on the Premise, which include, but are not limited to, electric, gas, water, sewer, phone, cable/satellite T.V.,

internet, refuse disposal, and any other utilities Tenant desires to allow Tenant to use the Premises in compliance with this Lease. Tenant shall put said utilities in its name and pay the utilities directly to the utility provider. In the event Tenant fails to timely pay any of the aforementioned taxes or utility charges, it shall be deemed a Default.

12. Payment of Additional Rent: Additional Rent shall be paid by Tenant to Landlord in monthly installments concurrent with the Rent.

13. Late Payments: If any Rent, Additional Rent, or other payment is received later than 5 days after the date when due, the parties agree that a late fee in the amount of \$200.00 shall also be due and payable, which late fee shall constitute Additional Rent. The addition of such amount and the collection thereof shall not operate to waive any other rights of Landlord for nonpayment of Rent, or for any other reason.

14. Parking: For the Term, Landlord grants to Tenant and its employees and invitees, at no additional charge, a Parking License. The Parking License is a non-exclusive license for the use of all parking spaces upon the Premises (the "Parking License"). The Parking License shall be effective for the Initial Term and any Renewal Term. Tenant may, at its discretion, designate and/or demarcate the parking spaces available to its employees and invitees. Notwithstanding the foregoing, except as provided in Exhibit B, Tenant and its licensees and invitees are prohibited from parking or storing mobile homes, trailers, RVs/ATVs, boats, and broken down motor vehicles on the Premises, except that trailers may be temporarily parked on the Premises for the purpose of delivering and removing inventory.

PREMISES

15. Condition of Premises and Representations: Tenant is familiar with the physical condition of the Premises. Except as may otherwise be provided in the Lease, Landlord makes no representations, or warranties as to the physical condition of the Premises or their suitability for Tenant's intended use. The Premises are rented "as is," in current condition, and all warranties are hereby expressly disclaimed. Landlord makes no representations or warranties as to the suitability of the Premises for Tenant's intended use. Landlord further makes no representations or warranties as to whether Tenant's intended use will necessitate changes or alterations to the Premises in order to comport with local, state, or federal laws and regulations. Such laws and regulations include, but are not limited to: health code regulations, access regulations (including, but not limited to, the Americans with Disabilities Act), and zoning regulations. Tenant understands and agrees that in the event actions, alterations, or improvements are required in order to bring the Premises into compliance with any local, state, or federal laws and regulations because of Tenant's intended use, Tenant shall be solely responsible for any and all associated costs and expenses relative thereto. Tenant further indemnifies and agrees to hold Landlord harmless from any and all claims and liabilities that may arise by virtue of Tenant's use of the Premises in violation of any local, state, or federal laws and regulations.

16. Use of Premises: Tenant, in consideration of the leasing of the Premises, agrees as follows:

a. Use of Premises: To use and occupy the Premises solely as and for the uses specified in Paragraph 9 of the Lease. Landlord's consent to the aforementioned use is not an assurance or warranty that the Premises' attributes are sufficient for Tenant's use. Tenant represents and warrants that it has conducted sufficient due diligence to assure itself that the Premises are suitable for its use, and that such use is permitted by applicable law.

b. Signage: Tenant shall be permitted to erect a sign or signs upon the Premises, provided all signage is in compliance with size and other requirements of Landlord and as may be set forth by applicable ordinances and regulations including, but not limited to, sign and design ordinances.

c. Vacancy: It will be deemed a Default of the Lease if the Premises are left vacant and unoccupied for over thirty (30) days. In addition to other remedies contained in the Lease, the Landlord may, without being obligated to do so, and without terminating the Lease, retake possession of the Premises and relet, or attempt to relet them for such rent and upon such conditions as the Landlord deems best, making such changes and repairs as may be required, giving credit for the amount of rent so received, less all expenses of such changes and repairs. Tenant shall be liable for the balance of the Rent and Additional Rent herein reserved until the expiration of the Term or Renewal Term, as applicable.

d. Legal Compliance: Tenant and its licensees and invitees shall comply with and abide by all federal, state, county, and municipal laws and ordinances in connection with the occupancy and use of the Premises. Such municipal laws and ordinances include the obligation to collect and remit sales tax to the Town of New Castle. Failing to collect and remit sales tax in compliance with the Town of New Castle municipal code will be deemed a Default of this Lease. Tenant

hereby covenants and agrees to use its reasonable efforts to prevent and preclude its employees, guests, invitees, etc. from the engaging in illegal conduct. Tenant and its licensees and invitees shall not use the Premises in any way that may result in an increase of the rate or cost to the Landlord to insure the Property. No hazardous or dangerous activities are permitted upon the Premises.

e. Additional Prohibitions: Neither Tenant nor its subtenants, licensees, volunteers, employees, guests, or invitees shall act in any manner that would interfere with, or be a nuisance to adjacent property owners or that would interfere with other parties' quiet enjoyment of their premises. Said prohibition includes, but is not limited to, loud noises, loud music, noxious or unpleasant odors, and disruptive behavior or actions. Tenant shall not permit any portion of the Premises to be used in a manner that may endanger the person or property of Landlord, co-tenants, or any person living on or near the Premises.

f. Pets and Animals: Domestic pets are permitted upon the Premises.

g. Condition of Premises; Storage/Trash: Tenant shall keep all portions of the Premises in a clean, sightly, safe, sanitary, and habitable condition and shall not allow the Premises to fall into disrepair. Except as otherwise provided in this Lease, Tenant shall store all personal property entirely within the Premises. Tenant shall store all trash and refuse in adequate containers within the Premises, which Tenant shall maintain in a neat and clean condition and so as not to be visible to members of the public in, on, or about the Premises, and so as not to create any health or fire hazard.

h. Hazardous Material Prohibited: Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in, on, or about the Premises by Tenant, its agents, employees, contractors, or invitees. Landlord and Tenant agree that reasonable quantities of oil and other fluids needed for minor repairs to and servicing of Tenant's Uhaul and personal motorized vehicles on the Premises is permitted. If Tenant breaches the obligations stated in this subsection, or if the presence of hazardous material on the Premises caused or permitted by Tenant results in contamination of the Premises, or if contamination of the Premises by hazardous material otherwise occurs for which Tenant is responsible to Landlord for resulting damage, then Tenant shall indemnify, defend, and hold Landlord harmless from any and all resulting claims, judgments, damages, penalties, fines, costs, liabilities, or losses.

i. Quiet Enjoyment: Landlord agrees that upon Tenant's paying the Rent and performing Tenant's obligations under the Lease, Tenant shall peacefully and quietly have, hold, and enjoy the Premises throughout the Term or until the Lease is terminated pursuant to its terms. Landlord shall not be responsible for the acts or omissions of any other tenant or third party that may interfere with Tenant's use and enjoyment of the Premises. In the event of any transfer or transfers of Landlord's interest in the Premises, other than a transfer for security purposes only, the Landlord shall be automatically relieved of any and all obligations and liabilities accruing from and after the date of such transfer.

17. Subletting or Assignment: Tenant shall not sublet the Premises or any part thereof, nor assign the Lease or any interest therein, without the prior written consent of Landlord. Such consent shall be at the sole discretion of Landlord. As a condition of assignment or sublease, Landlord may require the continued liability of Tenant or a separate personal guaranty by Tenant or its principal. In the event an assignment or sublease is permitted, all payments from assignee or sublessee shall be made directly by said party to Landlord, and not through Tenant.

18. Surrender of Premises: Tenant will return the Premises to Landlord at the expiration of the Term in as good order and repair as when Tenant took possession, less by casualty, normal wear and tear, and approved improvements excepted. Any deterioration or damage caused by accident, abuse, carelessness, or negligence shall not be considered normal wear and tear. In the event that Tenant fails to redeliver the Premises in appropriate condition, Landlord may restore the Premises to appropriate condition, including repair, replacement, and cleaning. The cost of any work necessitated shall be deducted from the Security Deposit; if the Security Deposit is insufficient to cover work performed, Tenant shall be obliged to pay the additional balance.

19. Removal of Fixtures/Redelivery: Tenant shall remove, at the termination of the Lease, provided Tenant is not in Default, Tenant's moveable trade fixtures and other items of personal property including, but not limited to, Tenant's car lift, that are not permanently affixed to the Premises. Tenant shall remove the alterations and additions and signs made by Tenant as Landlord may request and repair any damage caused by such removal. Tenant shall peaceably yield up the Premises, all alterations and additions thereto (except such as Landlord has requested Tenant to remove), and all fixtures, furnishings, floor coverings, and equipment that are permanently affixed to the Premises, which shall thereupon become the property of the

Landlord. Any personal property of Tenant not removed within five (5) days following such termination shall, at Landlord's option, become the property of Landlord.

REPAIRS AND MAINTENANCE

20. Repairs and Maintenance of the Premises: The Landlord shall maintain the foundation, exterior walls, and roof of the improvements located on the Premises in good repair. In the even the Premises' existing heater fails and requires total replacement during the Term or any Renewal Term, Landlord shall be responsible for such replacement. The Tenant agrees to keep all other improvements (including plate glass and other windows, window frames, and doors) upon the Premises repaired and maintained in good order as described in the Lease. The Tenant shall properly irrigate and care for all trees, shrubbery, and lawn, and the Tenant shall keep all driveways, sidewalks, and parking areas on the Premises free and clear of ice and snow.

21. Tenant Improvements.

- a. Required Improvements: As additional consideration for this Lease, Tenant agrees to make the following improvements to the Premises (the "**Required Work**") at Tenant's cost and expense.
- i. Removal of patio doors in existing overhead door area of the structure and replacement of the same with the original overhead door, plus any repairs of the original overhead door that may be necessary. The original overhead door will remain the property of Landlord upon reinstallation and remain on the Premises after expiration or termination of the Lease.
 - ii. Installation of a second overhead door in the location of the structure previously framed for this purpose. The location of the second overhead door and the overhead door itself shall be approved by the Town Administrator prior to installation. The new overhead door will become the property of Landlord upon installation and remain on the Premises after expiration or termination of the Lease.
- b. Optional Improvements: Tenant may, at Tenant's option and sole cost and expense:
- i. Install a car lift inside the structure on the Premises. Said car lift will remain the sole property of Tenant, shall be removed after the expiration or termination of this Leases, and Tenant shall repair any damaged caused to the Premises by the installation and/or removal thereof.
 - ii. Install an antique "Standard Oil" decorative sign above overhead doors and/or an antique, decorative gas pump in front of the structure on the Premises. Said items will remain the sole property of Tenant, shall be removed after the expiration or termination of this Leases, and Tenant shall repair any damaged caused to the Premises by the installation and/or removal thereof.
 - iii. Make additional changes to the interior of the building located on the Premises to make the Premises suitable for Tenant's intended use as stated in Paragraph 9 of this Lease. Such work may include, but is not limited to, electrical wiring, HVAC, plumbing, framing, drywall, flooring, finish work, telephone systems, wiring, and other fixtures necessary to finish the Premises to a condition suitable for Tenant's use ("**Optional Work**"). The details of such work shall be specified and agreed to between the parties in a separate document appended to this Lease and which shall constitute a part of this Lease ("**Work Letter**"). Tenant's Work Letter may, if deemed necessary by the Town Administrator, require approval by the New Castle Town Council at a public meeting.

22. Improvements/Prior Landlord Consent: Tenant agrees to submit to the Town Administrator complete plans and specifications, including engineering, mechanical, and electrical work, if any, covering any and all Required Improvements and Optional Work (collectively, "**Tenant Work**") and any subsequent improvements or alterations of the Premises desired by Tenant. The plans and specifications shall be in such detail as the Town Administrator may require, and in compliance with all applicable statutes, ordinances, regulations, and codes. Tenant shall not commence any Tenant Work or any other improvements or alterations of Premises until the Town Administrator has approved Tenant's plans for the same and Tenant has obtained any necessary permits or approvals from the Town of New Castle. Moreover, if Tenant desires to paint the outside of the building located on the Premises, the Town Council must approve the paint color in advance.

23. Landlord's Limited Responsibility: Landlord shall be responsible for: (i) during the Term of the Lease, any repairs, replacements, or maintenance of the foundation, exterior walls, and roof of the improvements located on the Premises, provided that the need for the same are not caused by Tenant; (ii) at the end of this Lease, any repairs, replacements,

restorations, or maintenance that have been necessitated by reason of ordinary wear and tear, and (iii) any repairs, replacements, restorations, or maintenance that have been necessitated by sudden natural forces, or acts of God, or by fire not caused by Tenant. The cost of any maintenance, repairs, or replacements necessitated by the act, neglect, misuse, or abuse of Tenant, its agents, employees, customers, licensees, invitees, or contractors shall be paid by Tenant to Landlord promptly upon billing. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, without limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Rent or Additional Rent or damages, or be deemed an eviction of Tenant in whole or in part. In the event any repair that is the responsibility of Landlord becomes necessary, Tenant shall notify Landlord as soon as possible, and allow reasonable time for the work to be completed. Tenant shall not perform or contract with third parties to perform any such repairs upon the Premises or structure thereon. Any unauthorized work performed or contracted for by Tenant will be at the sole expense of Tenant.

24. Tenant's Duty to Repair: Except for the repair and maintenance responsibilities designated to Landlord, Tenant shall, at Tenant's sole cost and expense, maintain the Premises, including, but not limited to, the plumbing, exterior plate glass and other windows, window frames, electric wiring, HVAC equipment, fixtures, appliances, and interior walls, doorways, and appurtenances belonging thereto installed for the use or used in connection with the Premises (the "**Tenant Repairs**"). Tenant shall, at Tenant's own expense, make as and when needed all Tenant Repairs to the Premises and to all such equipment, fixtures, appliances, and appurtenances necessary to keep the same in good order and condition. Tenant Repairs shall include all replacements, renewals, alterations, and betterments. All Tenant Repairs shall be equal or better in quality and class to the original work. In the event Tenant fails to complete Tenant Repairs, Landlord may obtain them and bill Tenant for such work as Additional Rent.

25. Tenant Work and Repairs/Compliance with Codes: Tenant shall procure all necessary permits before undertaking any Tenant Work or Tenant Repairs. Tenant shall perform all Tenant Work or Tenant Repairs in a good and workmanlike manner. Tenant shall use materials of good quality. Tenant shall comply with all laws, ordinances, and regulations, including, but not limited to, building, health, fire, and safety codes. Tenant hereby agrees to hold Landlord and Landlord's elected officials, appointed officials, employees, and agents harmless and indemnified from all injury (including injury to property or person, including death), loss, claims, or damage to any person or property (including the cost for defending against the foregoing) occasioned by, or arising out of any Tenant Work or Tenant Repairs.

26. Mechanic's Liens. Tenant shall promptly pay when due the entire cost of any Tenant Work or Tenant Repairs on the Premises undertaken by Tenant, so that the Premises shall at all times be free of liens for labor and materials. Tenant hereby agrees to indemnify, defend, and hold Landlord harmless of and from all liability, loss, damages, costs, or expenses, including reasonable attorneys' fees, incurred in connection with any claims of any nature whatsoever for work performed for, or materials, or supplies furnished to Tenant, including lien claims of laborers, materialmen, or others. Should any such liens be filed or recorded against the Premises or the Improvements with respect to work done for, or materials supplied to, or on behalf of, Tenant, or should any action affecting the title thereto be commenced, Tenant shall cause such liens to be released of record within five (5) days after notice thereof. If Tenant desires to contest any such claim of lien, Tenant shall nonetheless cause such lien to be released of record by the posting of adequate security with a court of competent jurisdiction as may be provided by Colorado's mechanic's lien statutes. If Tenant shall be in default in paying any charge for which such mechanic's lien or suit to foreclose such lien has been recorded or filed and shall not have caused the lien to be released as aforesaid, Landlord may (but without being required to do so) pay such lien or claim and any associated costs, and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due from Tenant to Landlord as Additional Rent. Landlord shall have the right to post and keep posted on the Premises until any Tenant Work or other alterations, additions, improvements, or repairs are completed any notices permitted or required by law which Landlord shall deem proper for the protection of Landlord, the Premises, or any party having an interest therein, from mechanic's liens, and Tenant shall assist as requested in maintaining such postings.

27. Keys/Locks: Tenant shall not place any additional locks upon the Premises, including, but not limited to, exterior, interior, and overhead doors. Tenant shall not cause any of the locks or cylinders therein to be changed or re-keyed without the prior consent of Landlord and provided that Tenant provides a key for any re-keyed lock to Landlord.

28. Waste/Rubbish Removal: Tenant shall not lay waste to the Premises. Tenant shall not perform any action or practice that may injure the Premises. Tenant shall keep the Premises and the property surrounding the Premises free and clear of all debris, garbage, and rubbish. Unless otherwise provided for in the Lease, Tenant shall be responsible for contracting for and paying for trash and debris removal required by Tenant's use of the Premises.

DEFAULT, NOTICE AND REMEDIES

29. Default: If Tenant is in arrears in the payment of any installment of Rent, any Additional Rent, or any portion thereof, or is in violation of any other covenants or agreements set forth in the Lease (a “**Default**”) and the Default remains uncorrected for a period of three (3) days after Landlord has given written notice thereof pursuant to applicable law, then Landlord may, at Landlord’s option, undertake any of the following remedies without limitation: (a) declare the Term of the Lease ended; (b) terminate Tenant’s right to possession of the Premises and reenter and repossess the Premises pursuant to applicable provisions of the Colorado Forcible Entry and Unlawful Detainer statute; (c) recover all present and future damages, costs, and other relief to which Landlord is entitled; (d) pursue Landlord’s lien remedies; (e) pursue breach of contract remedies; and (f) pursue any and all remedies available in law or equity or under this Lease. In the event possession is terminated by reason of a Default prior to expiration of the Term, Tenant shall remain responsible for the Rent and Additional Rent, subject to Landlord’s duty to mitigate such damages. Pursuant to C.R.S. §§ 13-40-104(d.5) and (e.5), and 13-40-107.5, hereby incorporated by reference, in the event repeated or substantial Defaults(s) under the Lease occur, Landlord may terminate Tenant’s possession upon a written Notice to Quit, without a right to cure. Upon such termination, Landlord shall have available any and all of the remedies listed above.

30. Abandonment: In the event of an abandonment of the Premises, Landlord may, without being obligated to do so and without terminating the Lease, retake possession of the Premises and exercise any of the remedies contained in Paragraph 31 below.

31. Re-Entry: In the event of re-entry by Landlord as a result of abandonment or a Default by Tenant:

a. Tenant shall be liable for damages to Landlord for all loss sustained, including, without limitation, the balance of the Rent and Additional Rent, court costs, and reasonable attorneys’ fees;

b. Tenant’s personal property and the personal property of any guest, invitee, licensee, or occupant may be removed from the Premises and left on the street or alley, or, at Landlord’s option, it may be removed and stored, or disposed of at Landlord’s sole discretion. Landlord shall not be deemed a bailee of the property removed and Landlord shall not be held liable for the property. Tenant shall indemnify Landlord for any expense in defending against any claim by Tenant or third party and for any legal expense, cost, fine, or judgment awarded to a third-party as a result of Landlord’s action under the term of the Lease;

c. Landlord may attempt to relet the Premises for such rent and under such terms as Landlord believes appropriate;

d. Landlord may enter the Premises, clean and make repairs, and charge Tenant accordingly;

e. Any money received by Landlord from Tenant shall be applied first to Rent, Additional Rent, and other payments due; and

f. Tenant shall surrender all keys and peacefully surrender and deliver up possession of the Premises.

32. No Offset. No assent, express or implied, to any Default of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other Default. The covenants set forth in the Lease are independent. Tenant shall have no right to withhold or set off any Rent due Landlord.

INSURANCE AND INDEMNIFICATION

33. Negligent Damages: Tenant shall be responsible for and reimburse Landlord for any and all damages to the Premises and persons and property therein caused by the negligent, grossly negligent, reckless, or intentional acts of itself, its employees, agents, invitees, licensees, or contractors.

34. Insurance: Tenant shall maintain the following types of insurance:

a. Public liability and commercial liability insurance insuring Landlord and Landlord’s agents, as their interest may appear, against all claims, demands, or actions for injury to or death with minimum combined single limits of at least the amounts set forth in C.R.S. §24-10-114 in effect during the Term of this Lease. The policy shall be applicable to the Premises and all associated operations and shall include coverage for bodily injury, broad form property damage, personal

injury (including coverage for contractual and employee acts), and blanket contractual damages in amount of not less than one million dollars (\$1,000,000) arising out of any one occurrence, made by, or on behalf of any person, firm, or corporation, arising from, related to, or connected with the conduct and operation of Tenant's business, including, but not limited to, special events on the Premises;

b. Renter's insurance in an amount adequate to cover any damage to the Premises and Tenant's personal property therein in connection with Tenant's use thereof under the terms of this Lease; and

c. Any additional insurance required by law, including workers' compensation insurance, or that Tenant deems necessary to cover its trade fixtures, equipment, and other personal property located on the Premises.

35. Insurance Requirements: All of Tenant's insurance related to the Premises shall be in the form and from responsible and well-rated companies, shall name Landlord as an additional insured thereunder, and shall provide that the insurance will not be subject to cancellation, termination, or change except after at least thirty (30) days prior written notice to Landlord. The policies or duly executed certificates for such insurance shall be provided to Landlord prior to commencement of Term and upon request of Landlord.

36. Liability Indemnification. Tenant shall hold Landlord, Landlord's elected officials, officers, employees, and agents, and their respective successors and assigns, harmless and indemnified from all injury (including injury to property or persons, including death), loss, claims, or damage to any person or property while on the Premises or arising in any way out of Tenant's business, which is occasioned by a negligent, intentional, or reckless act, or omission of Tenant, its employees, agents, invitees, licensees, or contractors.

37. Waiver of Liability: Landlord and Landlord's elected officials, officers, agents, and employees shall not be liable for, and Tenant waives all claims for, damage to property sustained by Tenant, employees, agents or contractors, or any other person claiming through Tenant, resulting from any accident in or upon the Premises of which they shall be a part, including, but not limited to, claims for damage resulting from: (1) any equipment or appurtenances becoming out of repair; (2) Landlord's failure to keep the Premises in repair; (3) injury done or occasioned by wind, water, or other act of God; (4) any defect in, or failure of, plumbing, heating, or air-conditioning equipment, electric wiring, or installation thereof, gas, water and steam pipes, stairs, porches, railings, or walks; (5) broken glass; (6) the backing-up of any sewer pipe, or downspout; (7) the bursting, leaking, or running of any tank, tub, sink, sprinkler system, water closet, waste pipe, drain, or any other pipe or tank in, upon, or about the Premises; (8) the escape of steam, or hot water; (9) water, snow, or ice being upon, or coming through the roof, skylight, doors, stairs, walks, or any other place upon, or near the Premises, or otherwise; (10) the falling of any fixtures, plaster, or stucco; (11) fire or other casualty; and (12) any act, omission, or negligence of co-Tenants, or of other persons or occupants of the Premises, or of adjoining or contiguous buildings, or of adjacent or contiguous property.

38. Third-Party Liability: Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any occupant, licensee, or invitee of or to the Premises, or by any owner or occupant of adjoining or contiguous property. Landlord shall not be liable for any injury or damage to persons or property resulting in whole or in part from the criminal activities of others. To the extent not covered by normal fire and extended coverage insurance, Tenant agrees to pay for all damage to the Premises.

39. Landlord Insurance: Property insurance may be procured by Landlord in its sole discretion. All awards and payments thereunder shall be the property of the Landlord, and Tenant shall have no interest in the same.

40. Indemnification Fees and Costs: In case any claim, demand, action, or proceeding is made or brought against Landlord, its elected officials, officers, agents, or employees, by reason of any obligation on Tenant's part to be performed under the terms of the Lease or arising from any act of negligence of Tenant or its agents or employees, or which gives rise to Tenant's obligation to indemnify Landlord, Tenant shall be responsible for all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred in defending or prosecution of the same, as applicable.

41. Colorado Governmental Immunity Act. The parties hereto understand and agree that Landlord is relying on and does not waive or intend to waive by any provision of this Lease the monetary limits or any other rights, immunities, and protections provided by the Colorado Governmental Immunities Act, C.R.S. §§ 24-10-101, *et seq.*, as from time to time amended, or otherwise available to Landlord, its elected officials, officers, or employees.

OTHER PROVISIONS

42. Destruction of Premises: Landlord's and Tenant's duties and responsibilities are as follows when destruction of the Premises occurs:

a. Partial Destruction of the Premises: In case of partial destruction of the Premises by fire, or other casualty, Landlord at its discretion may repair the Premises with reasonable dispatch after notice of said partial destruction. Tenant shall remain responsible for payment of Rent. Subparagraph (c) of this Paragraph shall apply if Landlord determines that the partial destruction will not be repaired.

b. Premises Untenable: If the Premises are made totally untenable by fire, the elements, or other casualty, or if the building in which the Premises are located is partially destroyed to the point where Landlord, within a reasonable time, decides not to rebuild, or repair, then Subparagraph (c) of this Paragraph shall apply.

c. Termination of Term: Tenant agrees that if Landlord decides not to repair or rebuild the Premises where the destruction has occurred as described in Subparagraphs (a) and (b) of this Paragraph, the Term hereby granted by the Lease shall cease and the Rent and Additional Rent shall be prorated and payable up to the time of the cessation of the Term. A refund will be given for the balance of any Rent paid in advance for which Tenant did not have use of the Premises due to the cessation of the Term under the conditions of this Paragraph. Tenant shall not hold Landlord liable for any damages as a result of any of the acts or events described in this subparagraph.

43. Holdover: Tenant shall vacate the Premises and remove all of Tenant's personal property from the Premises prior to 11:59 p.m. on the date the Initial Term or Renewal Term, as applicable, expires. If Tenant does not vacate the Premises as provided in the immediately preceding sentence, Landlord may immediately commence eviction proceedings at its sole discretion. If, after the expiration of the Lease, Tenant shall remain in possession of the Premises with Landlord's knowledge and consent and continue to pay Rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month's Rent paid under the Lease, and subject to all the terms and conditions of the Lease.

44. Entry by Landlord: Landlord may enter the Premises at reasonable hours for reasonable purposes (such as repairs, inspections, or re-letting to prospective new tenants), upon reasonable notice to Tenant. Landlord may also enter the Premises in the event of emergency, without notice, or in the event of vacancy of the Premises.

45. Guarantor: In the event the Lease is guaranteed, the person(s) guaranteeing the Lease ("Guarantor") hereby absolutely guarantees Tenant's obligations and performance under the Lease. Guarantor further agrees to be bound by the same covenants and conditions of the Lease and hereby makes the same warranties and representations as Tenant hereunder. If Tenant defaults in the performance of its obligations under the Lease, Guarantor will perform said obligations.

46. Notices: All notices required to be sent under the Lease shall be in writing and either: (i) delivered as provided by applicable law, including, *inter alia*, § 13-40-101, C.R.S., *et seq.*, [Colorado Forcible Entry and Unlawful Detainer statute]; (ii) personally delivered, with proper proof of service; or (iii) sent via U.S. first class mail, postage prepaid. All notices required to be sent to Landlord shall be sent or delivered to the address where the Rent is to be paid, and all notices required to be sent to Tenant shall be sent or delivered to the Premises, unless otherwise specified in the Lease. Notwithstanding the foregoing, all notices involving or concerning § 13-40-101, C.R.S., *et seq.* shall be delivered as provided by statute.

47. Attorneys' Fees: In the event Tenant or Landlord fails to perform any of its obligations under the Lease, or in the event a dispute arises concerning the meaning or interpretation of any provision of the Lease, the defaulting party, or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

48. Governing Law: The Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Venue shall be proper in the county where the Premises are located.

49. Amendments and Termination: Unless otherwise provided in the Lease, the Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.

50. Waivers: No right under the Lease may be waived except by written instrument executed by the party who is waiving such right. No waiver of any breach of any provision contained in the Lease shall be deemed a waiver of any preceding or succeeding breach of that provision, or of any other provision contained in the Lease. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

51. Heirs, Assigns, Successors: The Lease is binding and inures to the benefit of the heirs, assigns, and successors in interest to the parties, subject to the restrictions on assignment in Paragraph 17.

52. Time of the Essence: Time is of the essence of the Lease, and each and all of its provisions.

53. No Reservation of Option: Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and is not effective as a lease or otherwise until approved at a public meeting by the New Castle Town Council and executed and delivered by both Landlord and Tenant.

54. Corporate Authorization: Each individual executing the Lease on behalf of Tenant and Landlord represents and warrants that he or she is duly authorized to execute and deliver the Lease on behalf of the party for whom he or she signs this Lease and that the Lease is binding upon the party in accordance with its terms.

55. Severability: If any term, covenant, condition, or provision of the Lease, or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of the Lease, or the application of such term, or provision to persons, or circumstances other than those to which it is held invalid, or unenforceable, shall not be affected thereby, and each provision of the Lease shall be valid and shall be enforced to the fullest extent permitted by law.

56. Compliance with TABOR. No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate City to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by City to or in aid of any person, company or corporation under applicable law.

57. Lead-Based Paint Disclosure Rule: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention. In the event the Premises were constructed before 1978, Landlord shall comply with the Lead-Based Paint Disclosure, 42 U.S.C. § 4852d.

58. ADA Compliance: Tenant shall not cause or permit any violation of the Americans with Disabilities Act (the "ADA") to occur on, or about the Premises by Tenant, its agents, employees, contractors or invitees. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction of use of rentable or usable space, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultation fees and expert fees) that arise during or after the Term as a result of such violation. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any remedial work required by any federal, state, or local governmental agency or political subdivision because of any ADA violation present on or about the Premises. Tenant shall be permitted to make such alterations to the Premises as may be necessary to comply with the ADA, at Tenant's sole expense and upon the prior written consent of Landlord. Without limiting the foregoing, if the presence of any ADA violation on the Premises caused or permitted by Tenant results in remedial work on the Premises, Tenant shall promptly take all actions at its sole expense as are required by any authority to comply with the ADA; provided that Landlord's consent to such actions shall first be obtained, which shall not be reasonably withheld.

59. Additional Provisions: In the event that there are any additional agreements between the parties or provisions with respect to the Premises, an Addendum may be attached to the Lease, which shall be incorporated by this reference as a part of the Lease.

THE PARTIES SHOULD INITIAL EACH PAGE OF THE LEASE AND SIGN BELOW. EACH PARTY SHOULD RECEIVE A SIGNED COPY OF THE LEASE AND ANY ADDENDA.

TENANT:

James Shrull

Date: _____

LANDLORD:

TOWN OF NEW CASTLE, COLORADO, a
Colorado home rule municipality

Art Riddile, Mayor

ATTEST:

Mindy Andis, Town Clerk

Date: _____

EXHIBIT A
Depiction of Premises



EXHIBIT B

1. Permitted Uhaul Vehicles

- a. One (1) permanent 26-foot box truck
- b. One (1) 6' x 12' enclosed trailer
- c. One (1) 5' x 8' enclosed trailer
- d. One (1) 6' x 12' open bed trailer
- e. Additional Uhaul trucks and trailers as may be dropped off by customers in the ordinary course of business

2. Permitted Personal Outdoor Storage

- a. One (1) 20-foot enclosed red trailer
- b. One (1) 18-foot car carrier trailer
- c. One (1) Snow Cone vender trailer to be removed no later than March 31, 2024
- d. One (1) 8' x 10' storage shed to be located only behind the building on the Premises such that it is not visible from Main Street
- e. Up to two (2) working personal vehicles

**TOWN OF NEW CASTLE, COLORADO
PLANNING AND ZONING COMMISSION
RESOLUTION NO. PZ 2023-4**

**A RESOLUTION OF THE NEW CASTLE PLANNING AND ZONING
COMMISSION RECOMMENDING APPROVAL OF A CONDITIONAL USE
PERMIT FOR A SMALL TRUCK AND TRAILER RENTAL FACILITY ON
PROPERTY LOCATED IN THE C-1 ZONE DISTRICT.**

WHEREAS, on October 4, 2023, James Shrull (“Applicant”) submitted a Conditional Use Permit Application (“Application”) concerning property owned by the Town of New Castle (the “Town”) described in Exhibit A hereto (the “Property”); and

WHEREAS, the Property is zoned C-1; and

WHEREAS, the Property is currently improved with a 1,200 square-foot warehouse structure and surrounding parking areas; and

WHEREAS, Applicant seeks to operate his U-Haul rental business on the Property and use a portion of the warehouse for personal storage and repair work; and

WHEREAS, Chapter 17.36 of the New Castle Municipal Code (the “Code”) establishes the permitted and conditional uses for the C-1 District; and

WHEREAS, Applicant’s proposed “small truck and trailer rental” use (the “Proposed Use”) is eligible for conditional use review by virtue of its inclusion on the list of conditional uses under § 17.36.050 and, therefore, requires the issuance of a conditional use permit pursuant to Chapter 17.84 of the Code; and

WHEREAS, as required under Code § 17.84.040(B), the New Castle Planning and Zoning Commission (“Commission”) held a duly noticed public hearing on November 29, 2023, to consider the Application; and

WHEREAS, pursuant to Code § 17.84.050, the Commission hereby finds that the Application:

1. is eligible for conditional review under § 17.84.040;
2. is generally compatible with adjacent land uses;
3. meets all requirements of § 17.84.020 of the Code, is in compliance with Title 17 of the Code, and minimizes potential adverse impact of the conditional use on adjacent properties and traffic flow;
4. is consistent with the comprehensive plan; and
5. the Town has the capacity to serve the proposed use with fire and police protection and is not required to provide water or sewer service.

NOW, THEREFORE, BE IT RESOLVED BY THE NEW CASTLE PLANNING AND ZONING COMMISSION AS FOLLOWS:

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

2. Listing of Approved Uses. The following constitute the uses for the Property that the Commission recommends be approved under the Application.

A. Operation of a small truck and trailer rental business with office space supporting the same, along with personal storage and repair work

3. Recommendation. The Planning and Zoning Commission hereby recommends that the Town Council approve the Application and the Proposed Use pursuant to § 17.84.050 of the Code, subject to the following conditions:

A. The U-Haul trucks and trailers allowed on the Property are limited to the following:

- i. One (1) permanent 26-foot box truck
- ii. One (1) 6' x 12' enclosed trailer
- iii. One (1) 5' x 8' enclosed trailer
- iv. One (1) 6' x 12' open bed trailer
- v. Additional U-Haul trucks and trailers as may be dropped off by customers in the ordinary course of business

B. The following outdoor decorations & signage shall be permitted on the Property:

- i. One (1) 1' x 1.5' U-Haul sign hanging on warehouse;
- ii. One (1) 3' x 2' portable advertisement sign to be located out of public ROW, parking spaces and ingress/egress areas; and
- iii. "Standard Oil" decorative sign above overhead doors and/or an antique, decorative gas pump in front of the building

C. Applicant shall clean up and restore the exterior of Applicant's prior U-Haul business location (589 W. Main Street) and remove all outdoor cars, equipment, and other personal property on or before March 31, 2024;

D. Applicant shall provide ADA van parking and loading areas that shall be signed, available, and accessible directly in front of the U-Haul office door per International Existing Building Code (IEBC) section 407;

E. All vehicles associated with the Proposed Use are to load, park, stage, etc. only on the Property. The eastern 60 feet of Parcel No. 212331301004 and public on-street parking in the Town are not to be used for Applicant's business or personal storage and

shall remain public parking; provided, however, that said area may be used for access to the Property provided that a 20-foot-wide drive aisle is maintained;

F. Aside from personal storage shed and temporary parking of vendor truck as shown on the site plan submitted with the Application, customers and personal loading, parking, and storage is prohibited behind and along the western side of the warehouse. The storage shed and vendor truck shall be located so as not to disrupt access to utilities located at the southwest corner of the warehouse;

G. Hours of operation of the Proposed Use shall be limited to 9 am to 4 pm, Monday through Friday, which hours shall be clearly posted on the exterior of the building. The hours of operation do not include vehicle drop-off by customers or personal use of the Property by Applicant.

H. Applicant shall install a split rail fence along the eastern boundary of the Property to match existing fence along Kamm Avenue. The fence will have an opening at least 20 feet wide to accommodate vehicle access over Parcel No. 212331301004.

I. The use approved in the application shall not be conducted until the Town Planner has issued a conditional use certificate. That certificate shall be issued only after the Applicant has entered into an agreement with the Town specifying that all conditions imposed by the Town council will be completed and that the use and improvements will be in accordance with the approved application site plan and development schedule. The conditional use certificate must be issued within one year of the date of final approval by Town Council, or the application is deemed withdrawn by the Applicant and is of no further force and effect;

J. No approved conditional use may be altered, structurally enlarged, expanded in parking area or expanded in ground area unless the site plan is amended and approved in accordance with the procedures applicable to approval of a conditional use as set out in § 17.84.070 of the Code;

K. In the event the Town receives any complaints about the use of the site in violation of the conditional use approval or other Code requirements or observes or becomes aware of any violations of the conditional use approval, the Applicant and/or owner may be summoned before the Town Council in a public meeting to show cause why the permit should not be revoked, suspended, or additional conditions imposed. Such show-cause hearing shall be open to the public and the applicant or owner may present testimony or offer other evidence on its behalf;

L. Applicant shall comply with all applicable building and municipal code requirements, including the sign code and all accessibility requirements;

M. Any added exterior lighting will be dark sky compliant pursuant to the Comprehensive Plan Goal EN-4;

N. 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; and

O. 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.

THIS RESOLUTION PZ 2023-04 was adopted by the New Castle Planning and Zoning Commission by a vote of ____ to ____ on the 29th day of November 2023.

NEW CASTLE PLANNING AND
ZONING COMMISSION

By: _____
Chuck Apostolik, Chair

ATTEST:

Remi Bordelon, Deputy Town Clerk

EXHIBIT A
Legal Description

The property that is the subject of the Application described in Resolution PZ 2023-4 is legally described as follows:

Block 9, Lots 11 through 16, Original Townsite, New Castle
commonly known as 667 W. Main and the western 40 feet of 645 W. Main, New Castle,
Colorado 81647.

**New Castle, Colorado
Planning and Zoning Commission
Wednesday, October 25, 2023, 7:00 PM**

Call to Order

Commission Chair Apostolik called the meeting to order at 7:01 p.m.

Roll Call

Present Chair Apostolik
 Commissioner Riddile
 Commission Alternate Rittner
 Commissioner Sass (arrived at 7:35 p.m.)
 Commissioner McDonald
 Commissioner Cotey
 Commissioner Westerlind
Absent Commissioner Martinez
 Commissioner Alternate Parks

Chair Apostolik announced that Commissioner Sass was on her way.

Also present at the meeting was Town Planner Paul Smith, Town Administrator Dave Reynolds, Town Clerk Mindy Andis and Deputy Town Clerk Remi Bordelon and members of the public.

Meeting Notice

Deputy Town Clerk Remi Bordelon verified that her office gave notice of the meeting in accordance with Resolution TC 2023-1.

Conflicts of Interest

There were no conflicts of interest.

Citizen Comments on Items NOT on the Agenda

There were no citizen comments.

Items for Consideration

R2 Castle Valley Ranch Multifamily Sketch Plan Application

Town Planner Paul Smith introduced R2 Partners Principal Barry Rosenberg and DHM Design Principal Jason Jaynes, and he identified the proposed area of development in his staff report. Mr. Rosenberg introduced his team and expanded on R2 Partners development experience of 60 years. He said R2 Partners had rarely sold property that they developed. He highlighted the importance of that commitment, in regard to thinking and developing long term.

Project Information

Name of Applicant:

R2 Partners

Applicant's Mailing Address: 1009 Delta Avenue

Cincinnati, OH 45208

Phone/Email:

614-266-7629/b.rosenberg@r2partners

Property Owner:

CTS Investments, LLC

Planning & Zoning Commission
Wednesday, October 25, 2023

Owner Mailing Address 343 Dakota Blvd.
Boulder, CO 90304
Proposed Use: 130 rental townhomes/apartments in 15 buildings

Approximate Residents: 338
Bulk Density: 2.74 units/acre
Open Space: 20acres/45% undisturbed open space;
 14acres/31% developed common area open space;
 34acres/76% total open space;
Underlying Zoning: Residential
Surrounding Zoning: Single family residential homes (N Wildhorse Dr.);
 Open Space (VIX Park, LCR Golf Course)
 Mixed use zoning (TC Midwest, LLC)
 Residential zoning (CVRI & LCR)

VI Sketch Plan Exhibits:

- A. Applicant Sketch Plan Submittal – September 21, 2023
- B. Land Development Application – July 24, 2023
- C. Applicant Engineering Letter – August 2, 2023
- D. Utility Plan – July 12, 2023
- E. Comments from Fire Marshal – October 17, 2023
- F. Comments from Town Engineer – October 19, 2023

I Introduction

R2 Partners has been both a developer and owner of multifamily projects for over the past 60 years. Based in Cincinnati and various areas in the state of Colorado, R2 is rethinking multifamily residential living. Their current application in Castle Valley Ranch hopes their revisioning will dovetail with the values of current New Castle residents. The proposal contemplates 130 total units with three distinct models, each serving unique functions:

- Model 1: “Empty-nester” targets retirees who value convenience and practicality;
- Model 2: “Live/Work” targets professionals looking for adaptive designs and multi-functional space;
- Model 3: “Townhomes” are conventional urban concepts available for starters or those looking to downsize;

Prior to the current sketch plan meeting, R2 Partners and their team consulted with Town Staff on various occasions. Some of these included:

- A required pre-application meeting on June 21st, 2023;
- An informal meeting with the architect on August 11th, 2023, to discuss application completeness;
- A Staff meeting with the R2 team on August 2nd, 2023, including the fire marshal and the public works director exploring street design alternatives;
- Follow-up phone calls regarding application completion on various dates;

After one significant revision and several minor alterations, the sketch plan application was considered complete on October 2nd, 2023. The sketch plan is the first of three application steps required for new planned unit developments (“PUD”) & subdivisions. The sketch plan review assesses initial compliance with town codes, provisions for utilities and infrastructure, substantial conformance to the comprehensive plan, and adverse impacts to the Town. The review provides the applicant preliminary, nonbinding feedback from Staff, the Planning Commission, and Town Council before significant expenses are incurred. Though no approvals are made at this initial step, constructive feedback can be anticipated.

Planner Smith outlined the staff report, applicant exhibits, developer application, Town Engineer Jeff Simonson’s letter, Fire Marshal Orrin Moon’s comments and Director of Public Works John Wenzel’s statement. Planner Smith said the meeting was a sketch plan followed by a preliminary meeting and final meeting. He informed the commission

that nothing was binding for the sketch plan, but encouraged feedback that he would include in the staff report to Council.

Planner Smith referred to Exhibit A, page 14 of the commission packet for a visual example of R2 Partners development site plan (Exhibit A of these minutes). He said R2 Partners planned to build 130 townhomes, with three types of models: 'Empty Nester' model intended for retirees; 'Live/Work' model intended for working professionals/small couples; and 'Townhomes' model intended as a starter home or for residents looking to downsize.

Mr. Rosenberg explained the layout of each model. For the 'Empty Nester' model (Exhibit B), he said, catered to residents 55+ in age, who do not wish to own a home and would rather live in a high-end rental. He said the unit size would be bigger with a larger kitchen, ten-foot ceilings and larger bedrooms. He said there were no restrictions on who could rent an 'Empty Nester' unit but that the design was catered towards retirees wanting to rent high-end. Mr. Rosenberg clarified that the leases would reflect a limit to the number of renters per unit to avoid multiple renters in one rental. For the 'Live/Work' model (Exhibit C), Mr. Rosenberg highlighted the unique design of a modern, adaptive, working living room. He said the intent was to create an adaptable work from home environment with a one or two bedroom design that "folded" into working spaces. He said that design aspect had been seen nationally with a high success rate. For the 'Townhomes' model (Exhibit D), Mr. Rosenberg said there was a market for families and the three-bedroom townhomes was intended to cater to them. Commissioner McDonald asked if R2 Partners used the segmented building design in past developments. Mr. Rosenberg confirmed they built all three models in the past, successfully.

Commissioner Rittner and Commissioner McDonald inquired about property management. Mr. Rosenberg said they managed everything themselves with their management company based in Ohio, maintaining roughly 135,000 units. Commissioner Rittner suggested adding an onsite property manager. Mr. Rosenberg said they would consider hiring a local property manager, since R2 Partners was not local to New Castle.

Commissioner Sass asked what R2 Partners timeframe would be. Mr. Rosenberg said with the potential of getting the final development approval in 12 months, they planned to start building after that. He said the project was planned as one phase of building, but he did not have an exact timeline for the site work. He said it would take them 12 months to build the overall facility. Commissioner Westerlind asked what the estimated build cost would be per square foot? Mr. Rosenberg said he would get that information for the commission.

Commissioner McDonald asked if there were any plans for the undeveloped parcel next to the proposed project. Planner Smith said there was a small area of land that Steve Craven owned that had the possibility of building 6 more units since R2 Partners planned to build 130 units instead of the slated 136 units (Exhibit E). Planner Smith and Commissioner Riddile said Steve Craven would have to come to P&Z as a separate application. Mr. Rosenberg said Steve Craven's parcel would have legal access and would be a 'joiner' to that right-of-way.

II Staff Review:

Throughout the application process, the submittal documents will be reviewed pursuant to the criteria outlined in the Municipal Code (MC) for planned unit developments (PUDs) and subdivisions. At the sketch plan stage, an application should show general conformity to the following criteria (MC 17.100.040(E)):

- Consistency with the comprehensive plan;
- Compatibility of proposed zoning, density, and general development plan to neighboring land uses and applicable town code provisions;
- Availability of town services from public works, fire, and police;
- Vehicle, bicycle, and pedestrian circulation; and
- Preservation of the natural character of the land.

1) Is the proposal consistent with the comprehensive plan?

According to CVR PUD regulations (MC 17.104.010):

"The purpose and intent of the Castle Valley Ranch PUD zone district regulations are to:

- A. Encourage variety in the physical development pattern of Castle Valley Ranch;
- B. Provide a variety of housing densities greater than would be normally possible;
- C. Encourage the use of a more creative approach to the development of land;
- D. Encourage a more efficient, aesthetic and desirable use of open space;
- E. Encourage a more efficient use of energy through solar orientation, native vegetation, and water conservation;
- F. Provide a variety of dwelling and building designs;
- G. Provide high standards of development and provide amenities appropriate to the densities involved in the project;
- H. Provide an integrated open space system throughout areas as outlined on the Castle Valley Ranch PUD zoning plan as well as throughout individual districts;
- I. Provide for a variety of housing types in order to best meet the housing demands of all age groups;
- J. Maintain and preserve the general alignment of drainage ways for aesthetic, energy and functional purposes;
- K. Provide pedestrian networks throughout the open space districts as well as throughout individual districts thereby providing an integrated network throughout the entire development;
- L. Provide landscape areas and tree plantings throughout the entire development."

The preceding planning concept is consistent with the major elements of the currently adopted Comprehensive Plan ("CP") which is itself derived from public input such as surveys, stakeholder interviews, meetings, and Steering Committee contributions. Applicants are expected to clearly demonstrate substantial conformity with the CP in all applications (**Policy CG-1B**). The checklist below, though not exhaustive, provides a tool for reviewers to assess conformance. The application therefore should:

- ☐ Foster distinctive, attractive communities with a strong sense of place and quality of life.
- ☐ Demonstrate that individual project fits into a fully-balanced community land use structure.
- ☐ Ensure a mix of uses that complement the existing New Castle land-use patterns.
- ☐ Create walkable communities with non-vehicular interconnection between use areas.
- ☐ Guarantee a balance of housing types that support a range of affordability.
- ☐ Preserve open space, farmland, natural beauty, critical environmental areas, and wildlife habitat.
- ☐ Encourage economic development and supporting hard & soft infrastructure.
- ☐ Concentrate development in ways which provide efficient and cost-effective services.

According to the submittal packet (**Exhibit A, page 7**), the proposal aligns with a number of New Castle goals and values favorable for Smart Growth and a strong quality of life (**Goal CG-5**). The proposal focuses on conservation of the natural environment (**Goals EN-1 thru EN-8**), sensitivity

213 to architectural aesthetics, and promoting trails and open space (**Goal RT-1**). The Applicant
214 aspires to create a space commensurate with community, outdoor recreation, and sustainability.
215 Generous open space, interconnected trail systems, and thoughtful use of resources contribute to
216 these ends.

217
218 As part of a Smart Growth strategy, policy **Goal CG-4** expects large residential development
219 (greater than 50 units) to integrate commercial services and conveniences. Though not
220 contemplated within this application, commercial development is anticipated on the vacant parcel
221 south of VIX Park. To meet Smart Growth objectives, the Planning Commission should consider
222 how the current application will balance with the adjoining commercial enterprise to the
223 southwest. Though independently owned, the Town should be mindful as to how these two
224 developments can mutually contribute to Town's values.
225

226 Planner Smith identified the checklist in the staff report that assisted the commission
227 in the specifications of a 'rough approval process' and the criteria to follow including
228 consistency with the Comprehensive Plan. He said one of the main items in the
229 Comprehensive Plan was smart growth and the points of walkable communities that
230 incorporated nearby amenities that reduced vehicle use. Planner Smith said the R2
231 Partners development was entirely residential, however the undeveloped property next
232 to it was zoned commercial. He said the zoning allowed for the potential for walkable
233 amenities to all nearby residents.
234

235 Commissioner Riddle asked Planner Smith how similar this development was to the
236 BLD development application. Planner Smith said there were general similarities. He
237 said an important distinction was R2 Partners' development followed the contours of
238 the topography with an open space plan.
239

240 Ms. Korber highlighted the intent of the architectural design of the buildings. She said
241 the design was intended to provide a personalized address feel of a single-family home
242 despite the buildings' composition of multiple units. Ms. Korber said the 'Live/Work'
243 buildings were planned to be built in a stepped design where the downhill portion of
244 the buildings would be a half story lower, in an effort to minimize cut fill. She added
245 that the 'Townhomes' would also be stepped with different elevations giving a nestled
246 feel into the hillside. She said the architectural design would give the area a residential
247 neighborhood feel.
248

249 Ms. Kober discussed 'smart design' in relation to the buildings' architecture, including
250 incorporating passive solar through glazing. She used the living rooms as an example
251 and highlighted the point that glazing not only captured the views but made the
252 buildings more energy efficient. She added the porch overhangs extended out enough
253 to protect the living rooms from overheating. Chair Apostolik asked if they planned to
254 integrate any active solar in addition to the passive solar design. Ms. Kober said their
255 first strategy was to incorporate passive solar to make the buildings more efficient.
256 She said they looked at active solar with each project they worked on.
257

258 Commissioner Rittner asked if the 'Empty Nesters' were single levels. Ms. Kober
259 confirmed that both the 'Empty Nester' and the 'Live/Work' units were single levels.
260 Mr. Rosenberg added that the 'Empty Nester' units required no stairs for entrance. He
261 clarified that the upper level units had an entryway separate from the lower level. Ms.
262 Kober said the design intended the buildings to feel like a residential two-story
263 structure.

Commissioner Cotey pointed out that 1,200 square feet for a three-bedroom unit was a tight space for a family. She said, in support of family spaces, that she had concerns about practicality and livability. Ms. Kober confirmed they were compact three-bedroom units. Mr. Rosenberg said previous builds of theirs ranged in the 1,400 square foot range for the reasons that Commissioner Cotey highlighted. He explained it was a balance between size and price the family would be willing to pay for.

Trails/Open Space/Recreation: The trials map on **Exhibit A, page 17** demonstrates a certain level of fidelity with currently existing use-trails and trail agreements. Two trails will originate from VIX Park and lead east towards the locally named "Sunset Trail that ultimately connects with public lands. This alignment already exists. The goal is for a seamless trail experience with trails already prized by residents (**Goal POST-3**). Preservation of the Sunset Trail corridor should also be supportive of existing wildlife habitat (**Goal POST-4**). Other walking trails are dispersed within the development's interior. Taken together the trail network will be conducive to non-vehicular access to adjoining neighborhoods and specifically the future mixed-use development.

At least two private pocket parks are situated within the interior open space areas. These parks are often underestimated community assets directly adjacent to residential units (**Policy Post-2D**). In these spaces children can explore and play independently, dogs/owners can go for quick walks after work, and families can picnic together without the hassle of driving.

Planner Smith discussed the trail system and said the main trail from VIX, traveling North-East, would be retained. He said the water drainage might be altered to fit the property. Commissioner Cotey stressed the importance of maintaining the existing drainage way as it was tied to a larger ecological system. Originally, with the BLD Group application, roundabouts were designed. Planner Smith said that Public Works Director Wenzel recognized the compromise of retaining the trails and accepted the T-turnarounds instead of roundabouts from the R2 Partners application. Planner Smith said only one road would cross through the trail and that R2 Partners planned a pedestrian tunnel, but it was not feasible based on the grade. Mr. Jaynes said it would have been wonderful to create an uninterrupted trail, however he said it was more feasible to do a street design. Planner Smith said they would retain Sunset Trail as well that ran North to South. Commissioner Cotey asked who would manage the trails. Town Administrator Reynolds explained that generally the town would have a private agreement with the landowner. He explained that generally the town would have an easement to the trail system and maintain the trails while providing the landowner liability protections for allowing public access. Commissioner Cotey asked R2 Partners to highlight public access at their next presentation.

Planner Smith said the development design included pocket parks intended for residents. He said the parks would incorporate more traditional park settings of grass sod, but the trails system would retain a more native environment with native grasses.

Environmental Impact: New Castle is committed to stewardship of the natural environment and recognizes the potential negative impacts of new development. The Town will work with Colorado Parks and Wildlife (CPW) and the applicant to identify and protect critical environmental resources (**Goal EN-1**). Though CPW defers comment until the preliminary stage, the areas north and east of the outer ring of buildings are recognized as year-long habitat for various birds and mammals. It will be important to minimize conflicts by prohibiting dogs off-leash, minimizing light trespass, preserving native vegetation, and/or limiting fences in certain areas. In some cases, added landscape buffers in certain locations may offset these impacts with enhanced vegetation and/or landscape features.

New Castle also endorses sustainable building, meaning the minimization of resources and maximization of renewable energy (**Goal EN-7**). All buildings will be expected to comply with the latest adopted energy code including the solar and electrical readiness provisions required by the state. It will be important for the applicant to discuss how sustainable building measures are featured in the proposal as the application progresses. Net-zero/all-electric alternatives are achievable options manifested in new developments throughout the Valley. No less should be expected of this proposal.

Raw water has been contemplated as the means to irrigate landscaping (**Exhibit A, page 8**). Raw water is non-potable water which bypasses the town's treatment facility thereby eliminating the processing step. The Applicant also receive a 25% reduction in water tap fees as a result of implementation. Opting for raw water is ultimately an economical and sustainability win for all.

Planner Smith reviewed the environmental impacts. He said Colorado Parks and Wildlife (CPW) would provide comments, typically at the preliminary meeting. He said there was a focus on the sensitivity to migration patterns and restoration to natural habitat. Planner Smith added that the town was adopting the International Building Code 2021, beginning January 1, 2024, which would require the commission to also adopt the Solar Ready and Electrical Ready codes. Commissioner Cotey asked if that adoption would also require charging stations. Planner Smith clarified the residential requirement focused more on capacity, so the adoption would involve home integration such as garage conduit. Another example he shared was roof aspects that must be cleared for potential solar installations. Planner Smith said there were many net-zero homes in the valley and in New Castle. He said net zero was a realistic goal. Mr. Rosenberg said they have built many net-zero homes as well. He said R2 Partners ran conduit for electric vehicles during their builds, even if the homeowner may not have an electric vehicle, as he believed it was a growing need.

Affordability: The rental aspect of the proposed community is a unique attribute. Rental communities provide a fully managed property for tenants who do not have the time nor inclination to fuss with general repairs and upkeep. Rental communities also provide a way for retirees to downsize in communities dominated by larger single-family homes and a way for younger families to participate in communities in which they may otherwise be priced-out. The proposal also offers units for professionals seeking adaptable space that serves dual functions as a home and work area. These units have adjustable dividers to repurpose space as needed.

Of the 130 total units (**Exhibit A, page 9**), the types include 80 live/work units; 24 empty nester units, and 26 conventional townhome units. It is anticipated that the price point for these units will track market rates. However, the diversification of unit types could foster more attractive pricing options. Rent restricted options were discussed at the pre-application meeting (**Goal HO-1**). The Applicant understands the burden of affordability in the New Castle area and did not voice opposition to considering a modicum of price- controlled alternatives. Nevertheless, the idea was tabled pending future discussions with P&Z and Council.

Commissioner Riddle asked about affordable housing and if the development planned to offer any spaces with reduced rental cost agreements, dedicated to town employees, first responders, and local teachers. Mr. Rosenberg said they were open to considering it. He said they would prefer to work with the town without deed restrictions. Commissioner Cotey clarified that deed restrictions were only for the sale of units and not for rentals. Mr. Rosenberg said he needed to investigate as his understanding was that deed restrictions were for rentals as well.

Commissioner Riddle asked R2 Partners what they would estimate the monthly rental would cost. Mr. Rosenberg said, in general, a high-end 'Empty Nester' unit would run four to five thousand dollars monthly, 'Live/Work' would be two to three thousand dollars monthly and 'Townhomes' similar to the 'Empty Nester' units would range between four to five thousand dollars monthly. Commissioner Cotey asked if their market assessment considered local and regional impacts. She inquired about the five thousand dollar threshold that identified a potential renter still choosing to rent instead of becoming a homeowner. Mr. Rosenberg said the market studies identified a range in price where a person would be more apt to buy than to rent. He said their pricing is just under that threshold and he was more than happy to share the market study with the commission. Mr. Rosenberg said they were looking for a higher-end consumer to rent their units.

Commissioner Rittner asked what amenities would be offered to residents of the development. Mr. Rosenberg said the amenities would be the privately managed outdoor space and the lifestyle that already existed in New Castle. He said their team discussed the option of a fitness center or a pool, but they were unclear if either option would be appropriate. Mr. Rosenberg said the development would allow for more open space. Commissioner Cotey requested to see, at preliminary, what would be publicly available space versus what would be private.

Commissioner Cotey thanked R2 Partners for their thoughtful approach. She said the commission wanted to offer the perspective of knowing and living in the community and wanted to see places that contributed to the community. Mr. Rosenberg expressed his desire to be part of that community and addressed the rental market in relation to the development project. He said the property site warranted an elevated product that would target a higher-end consumer that R2 Partners planned to pursue.

Commissioner McDonald remarked on the new developments up valley, such as the bulky 350 units across from The Meadows in Glenwood Springs, with a starting rental rate of two thousand dollars. He said the local residents, he had spoken to in the area, considered the rental rate. He acknowledged that the R2 Partners development was a different product than the Glenwood Springs example. Mr. Rosenberg commented that R2 Partners project was unique, in the sense that it segmented the buildings, which in turn created diversity based on the different sizes of the units. He emphasized that of the 130 units planned, only 24 units were 'Empty Nesters' and 20 units were 'Live/Work' with an estimated monthly rental rate around five thousand dollars. He clarified that the 'Live/Work' units were 1,400 square feet. Chair Apostolik stated that despite the desirability to live in New Castle, as opposed to other places, salaries have not increased much over the years. He stressed Commissioner Riddle's previous point to consider providing a reduced rental option to first responders, local teachers, and town employees. Chair Apostolik said he understood R2 Partners' position with high-end consumers, but he emphasized the importance of the developer to understand local residents' need to live in the area.

2) Does the proposal demonstrate compatibility with the proposed zoning, density, and general development plan to neighboring land uses and applicable town code provisions

Land Use: The applicant has elected Castle Valley Ranch **MF-1** zoning criteria. According to MC 17.104.080 MF-1 is a "multifamily townhouse and patio home district allowing for creative

approaches to development with housing alternatives that are sensitive to existing and surrounding land uses.” The following land uses are permitted by right:

- Attached dwelling units in structures containing more than two units;
- Public parks, playgrounds and related accessory structures 5,000 sq. ft. or less;
- Parking facilities;
- Recreation facilities including, but not limited to health facilities, hobby rooms, activity rooms, meeting rooms, pools, gymnasiums, ball fields, tennis or basketball courts, volleyball courts, and any building of fields or play surfaces;
- Pedestrian and bicycle trails;
- Open space and parks

All proposed uses are permitted by right.

The Master PUD allows for the following density standards:

- Minimum lot area of 2,200sf;
- Minimum lot area per dwelling unit of 2,200sf;
- Maximum building height of 35’;
- Minimum front yard setback 18’;
- Minimum side yard setback of 0’;
- Minimum rear yard setback of 10’
- Minimum distance between buildings of 10’;

As shown in the submittal packet, lot areas will exceed 2,200sf per unit as required. Setbacks and building heights will be provided at the preliminary application. These provisions aside, the Planning Commission should prioritize ways of mitigating the potential visual impacts of building heights to the surrounding neighborhoods. Massing alternatives, structure orientation, landscape screening, and roof articulation, for example, are ways visual impacts can be diminished. Some of these elements have been included in the renderings (**Exhibit A, page 22ff**).

Planner Smith identified the second approval criteria: to demonstrate compatibility of proposed zoning, density and general compliance. He noted a continuous point of interest being the retention of the view angle/line of site and access point of the ridge lines. Mr. Jaynes reviewed the development’s roof line in relation to surrounding ridge lines. He said they worked hard to keep the roof lines low by designing the buildings with the grades. Mr. Jaynes said the development was set back from the southern boundary, and if there was net export on the site then there was potential to create landforms and native landscapes.

Commissioner Cotey asked if the developer’s portion of North Wildhorse would be dedicated back to the town. Planner Smith confirmed it would be dedicated to the town as well as the main looped road connecting to North Wildhorse within the development. He clarified that the remaining residential roads would be privately owned.

Parking: The purpose of off-street parking in the PUD “is to ensure that safe and convenient off-street parking is provided to serve the requirements of all land uses in the Castle Valley Ranch PUD and to avoid congestion in the streets” (MC 17.104.100). As shown on **Exhibit A, page 6**, the following Town standards apply:

- Duplex, tri-plex or four-plex – Two spaces per dwelling unit;
- Five or more dwelling units in one structure – One and one-half spaces per dwelling unit;

Commissioner McDonald asked about the design of the vertical parking and was concerned about the width of the parking lots in relation to larger vehicles and trucks. Mr. Rosenberg said calming traffic speeds could be created with narrower streets

versus bump outs. Commissioner Cotey said the bump outs should be on the main roads where there would exist primary crossings including marked cross walks. She added the trail crossing should have a notable bump out as well. She said that was a critical point.

Off-Street Parking: *Per the standards, required off-street parking totals 229 spaces. The distribution is as follows: The Townhome models provide for a mix of one and two car garages. Regardless of garage size, all units will include two-car driveways (Exhibit A, page 13), or 3-4 off-street parking spaces where only two are required. This provision solves for issues related to garages occupied by miscellaneous storage rather than vehicles. The Code reduces parking to 1.5 spaces per unit for Empty Nester and Live/Work models. The Applicant, familiar with the complications of high density residential parking, has offered at least two spaces per unit for the Empty Nester models and has exceeded the parking for the Live/Work units. It is uncertain whether seasonal/RV parking will be included with the proposal. Commitment to the required RV would mean a loss of 21 spaces otherwise available for general parking.*

Planner Smith said single car garages had been a problem in the past regarding providing enough residential parking. He said R2 Partners added additional, wider, off-street driveways. He said originally the 'Townhomes' end garages were oriented 90 degrees perpendicular to the end units. Mr. Jaynes clarified that the topography grades were too difficult to work with, and not feasible enough to accommodate perpendicular driveways for the end units.

Planner Smith reviewed parking requirements and stated there were two off-street parking spaces available per dwelling unit. He said for a building with 5 more dwelling units, there was 1.5 parking spaces in addition to one recreational vehicle per 5 dwelling units. Mr. Jaynes said the recreational parking spaces were not separated into their own category of parking. He said there were simply 21 additional parking spaces distributed throughout the development. Commissioner Cotey asked if those recreational parking spaces would not comply with the town standards. Planner Smith confirmed those parking spaces would be separate from the town standard for parking. He said the intention would be to have a separate parking area specifically for recreational vehicles with sign notifications of the parking rules for that space. Commissioner Cotey expressed concerns of unintentionally creating a RV parking lot and asked that R2 Partners explore that more with consideration of screening, signage, and management. Mr. Jaynes said they recognized there existed a seasonal use of recreational vehicles/equipment versus large RV campers. Commissioner Riddle and Commissioner Cotey explained the town standard of RV campers restricted to a 24-hour parking space on town streets and recommended the development match that standard. Mr. Rosenberg said he would not have a problem with keeping in line with the town standard. He stated large RVs needed to be stored at a proper off-site storage facility. Commissioner Cotey asked for R2 Partners to clarify what they termed as recreational vehicles, for the next meeting. Commissioner Westerlind posed a hypothetical of a resident needing to park a detachable trailer overnight and asked if there were any accommodations aside from the VIX Parking lot. Mr. Jaynes answered that the parking lots are all perpendicular, however the parallel right-of-way parking lanes could be an option for a detachable overnight trailer. Planner Smith said there existed town code around recreational vehicles and that those vehicles were not supposed to park in town right-of-way. He clarified that if RVs, campers, etc. started parking in the VIX parking lot that the Police Department would have to regulate that.

On-Street parking: On-street parking serves to accommodate overflow vehicle parking for guests, deliveries, trash pick-up, extra tenant vehicles, and emergency vehicles. To the extent these accommodations are priorities for the Town, they deserve special attention in a project design. Off-street parking is illustrated in **Exhibit A, pages 19-21**. The recently adopted Town standard shows a 58' ROW cross-section with parallel parking on both sides of the street (**Exhibit A, page 21**). The proposal, however, shows the ROWs reduced to 52'. This request is driven mainly by concerns with speeding, safety, and construction costs. Narrower roads, it is believed, attenuate speed by constricting travel flow. The color-coded ROW design on **Exhibit A, page 20**, show "blue" road sections with one parking lane. "Yellow" road sections are locations with on-street perpendicular parking within the ROW. Staff suspects this arrangement will only function properly if those spaces are specifically assigned to tenants of the adjacent units. Furthermore, Staff is uneasy with the prospects of the Town both owning and maintaining what is ostensibly private parking. Additional worries surface when the functionality and safety of the parking spaces are considered. Because of the minimal 10' drive lanes, a tight turning radius will be necessary and difficult to navigate for larger vehicles. All vehicles will be challenged to safely back in-and-out of traffic flow. For context, a typical parking space at City Market is 19' with two 12' drive aisles. Moving forward, it will be helpful for the Applicant's team to provide examples of this arrangement functioning as expected.

Planner Smith referred to the color-coded streets diagram (Exhibit F) and identified the four cross sections as:

- Teal - a 52-foot right-of-way with separated sidewalks and 12-foot drive lanes with no on-street parking. Staff was ok with this.
- Orange - a 52-foot right-of-way with separated sidewalks and 12-foot drive lanes with no on-street parking. Staff had recommendations.
- Blue - a 52-foot right-of-way with 10-foot drive lanes and on-street parking.
- Yellow - perpendicular parking for tenants only. Staff had recommendations.

Planner Smith said staff had spoken to the applicant regarding the streets, specifically Public Works Director Wenzel and himself. He said they would like to see a compromise with the applicant where staff recommended the orange-colored portion of the street be 58 feet of right-of-way. Planner Smith said the 58-foot right-of-way was the standard that the town adopted in 2023. Commissioner Cotey said she did not see an issue as the developer was meeting their parking requirement. She asked why staff recommended 58 feet versus the proposed 52 feet. Planner Smith clarified it was not a question of parking but rather livability for the residents. He summarized what Public Works Director Wenzel recommended, 10-foot drive lanes instead of 12-foot drive lanes and 8 foot on-street parking with separated sidewalks. He added that widening of roads had often led to speeding issues in the past, hence the reduction recommendation in the drive lanes to 10 feet. Commissioner Cotey proposed the consideration of an exception to the 58-foot standard. She pointed out that the developer was working hard on keeping the grades reasonable. She said widening the road would take up more surface, impacting the overall grading. Administrator Reynolds remarked on homeowner anticipation for having visitors and providing available parking for that, instead of meeting the minimum parking requirement with the driveways. He provided the example of Redstone Drive. Commissioner Cotey stated she felt 52 feet was an adequate right-of-way and was curious to see how that would evolve in the next conversation.

Planner Smith reviewed the yellow-colored portion of the street. He said, as designed, the perpendicular parking was privately assigned parking but located in the town right-of-way, resulting in the assumption that the town would maintain it. He said Public

Works Director Wenzel and staff would not want to consider that. Instead, he said, staff would rather see a V-pan, 19-footer stall of private parking with an additional on-street parking lane on the other side of the road with separated sidewalks. Planner Smith clarified it would remain a 52-foot right-of-way without the consideration of the private parking as town right-of-way. He highlighted the issue of the turning radius out of the stalls. He said there were a couple test runs he conducted and found it to be really tight. He remarked that other areas in town had the same issue with consistent feedback of the difficulty to navigate a modern sized truck in a tight turning radius. Planner Smith proposed that the parking in the yellow sections be private parking, not included in the right-of-way, and to have an additional on-street parking lane opposite the road of the private parking area. Mr. Jaynes agreed with Planner Smith and said they realized the two 10-foot drive lanes did not work for backing out, particularly with two-way traffic. Mr. Jaynes proposed shifting the right-of-way line over to widen the drive lanes to 12-foot lanes. He agreed that adding an additional parallel parking lane for extra parking was sensible. He added the possibility of creating a non-exclusive easement for continuous pedestrian access in front of the private parking lot, since the walkway would be outside of the right-of-way, for the yellow-colored street zone.

3) Is there availability of town services from public works, fire, and police?

Police: *The application anticipates an increase of approximately 338 new residents at build-out (Exhibit A, page 8). There is no indication at this point that this increase would compromise police service. However, the Police Department currently consists of nine FTEs with an ideal department of 11-12 officers. Generally, additional FTEs are considered for every 1,000 resident increase.*

Fire: *In light of the current multi-year drought and the ongoing expansion of the wildland-urban interface, Colorado River Fire Rescue now stresses improving the resiliency of structures and expanding the surrounding defensible space (Goal EN-8). Replacing conventional materials with those of more robust fire resistance, particularly in buildings along the perimeter of the development, buys time for fire firefighters during a wildland fire incident and inhibits fires from spreading from the source. In 2024, the Town intends to adopt standards for fire resistant materials and defensible space measures. The Fire Marshal recommends that exterior walls at the perimeter of this interface maintain the highest level of fire resistance available at the time of build (, i.e. Class A materials, see Exhibit B). To extend their firefighting potential, CRFR requests that two-track paths for fire apparatus be designed along the periphery of the outer structures. The Applicant has addressed this concern on Exhibit A, page 18 showing various fire access routes. It is important that these routes be modestly reinforced in order to carrier the weight of any necessary fire apparatus. These routes should also be permanently signed "Emergency Access Only".*

Commissioner Riddle asked if there were any visual renderings of what the buildings would look like. Planner Smith referred to Exhibit A, pages 22 & 23. Commissioner Riddle asked what building materials would be used. Land and Shelter Architect Andrea Korber said they planned to use durable materials like metal, cementitious siting, and wood for the porches. She said they would find alternatives to any materials prohibited by the town. Commissioner Cotey advised using fire resistant materials given the nearby open space that could pose a safety and welfare hazard. Planner Smith said the town was adopting the amended Wildland-Urban Interface Code (WUI) by January 1, 2024. He said the defensible materials would be required and R2 Partners development would be expected to comply with those requirements.

Planner Smith said Fire Marshall Moon had reviewed the development with staff and asked for improved two-track fire access pathways, outlined in red (Exhibit G). Planner Smith said Fire Marshall Moon's recommendations included that any new structures have, at a minimum, exterior walls of Class A materials, specifically walls that face the open space and fire access pathways. Planner Smith added that with the adoption of the WUI code, exterior treatment materials must have a minimum of Class B materials. He said roofs would probably already be Class A materials. Commissioner Cotey agreed that exterior walls facing open space be Class A materials. She said it was a high fire risk area and a matter of health, safety, and wellness.

Public Works: *The CVR PUD is approved for 1,400 residential units and 100,000sf of commercial space. These totals were primarily the result of calculations performed on the basis of water dedicated from Elk Creek. At present (10/4/22) the PUD has 890 units plus five additional under construction and no commercial space. With 130 proposed units in this Application, the PUD is still well short of the 1,400 total rooftops allocated. The current sewer treatment plant is also sufficiently sized to process the full build-out of both CVR and Lakota.*

Streets: *The Town contemplates maintenance of the main ring road and the N. Wildhorse connector once all public improvements are accepted. Public Works agrees that speed, safety, and costs are priorities in road design. However, 58' ROW is still preferable since: 1) narrower, 10' drive lanes contribute to speed control, and, 2) the second parking lane solves for the concerns discussed above in "On-Street Parking": extra parking and room for emergency vehicles, deliveries, trash, etc. Public Works is most concerned with the 58' ROW in the "orange" Town house area. Otherwise, the Town's preferred alternatives are listed in Recommendation A below as informed by "Off/On-Street Parking" in Section 2 above.*

Open Space: *As mentioned, the Applicant has made efforts to integrate existing public use trails and fields into the development's open space plan (Exhibit A, page 14). Small, active parks are provided in two locations interior to the development in both the northern and southern halves. All proposed open space and natural trails, implied as Town wide amenities, should be identified on the plat as Town maintained. Interior trails, pocket parks, or courtyards meant solely for tenant use should be maintained by the HOA.*

Snow Storage: *Snow removal is not specified on the site plan at the moment. However, Public works will rely heavily on the separated sidewalks for snow removal and storage. Though snow removal on private roads and parking lots will be managed by the property owners, Staff recommends that the removal strategy should be disclosed in later stages of the approval process.*

Raw Water: *Raw water is available at the north end of VIX Park and is expected to irrigate all common areas within the new PUD. The raw water infrastructure will need to be extended and looped with the installation of the N Wild Horse road connection.*

Commissioner Riddle asked who was responsible for the improvements to the infrastructure such as water, sewer and streets. Planner Smith said the plan was for the developer to be responsible for the infrastructure.

Planner Smith said the landscape irrigation would be pulled from raw water. He reported that Public Works was currently piping the raw water ditch. Administrator Reynolds said 7,000 feet would be piped. Commissioner Cotey inquired about the possibility of incorporating grey water or water tolerant vegetation. Commissioner Westerlind asked if R2 Partners had planned on wide corridors of native vegetation on the trails or a more manicured look with blacktop asphalt. Mr. Jaynes clarified R2 Partners were picturing a more primitive recreational trail with natural vegetation. He

681 added that native vegetation was built into their development practice and was found
682 to be beneficial in many ways. Commissioner Cotey said she would like to see what the
683 limits of disturbance would be, once R2 Partners complete their grading plans.

684
685 Commissioner Riddile asked where the water would come from. Planner Smith said the
686 domestic water use would come from the town's water processing plant and the
687 landscape irrigation water would be raw water. Commissioner Riddile inquired about
688 the use of the water tank above Lakota. Sopris Engineering Civil Engineer Yancy Nichol
689 said he still needed to speak with Town Engineer Jeff Simonson, but that the plan was
690 to pull from one of the two tanks – whichever was not being used as much. He said the
691 water supply could be fed from both directions.

692
693 Commissioner Riddile asked about snow storage. Planner Smith said snow storage was
694 not discussed heavily yet. He said snow storage would have to be located on the plat
695 and the separated sidewalks would be the ideal locations. He said streets would be
696 signed, advising on parking rules, during winter. Commissioner Rittner asked who
697 enforced the parking regulations during snow plowing. Administrator Reynolds said the
698 residents were good at compiling with the parking rules and that it did not require a lot
699 of enforcement. Administrator Reynolds remarked that there were many areas to
700 choose from for designated snow storage. Commissioner Cotey said she appreciated
701 R2 Partners proposed detached sidewalks throughout the development, especially on
702 the topic of snow storage.

703
704 **4) Is there adequate vehicle, bicycle, and pedestrian circulation?**

705
706 **Vehicular Circulation:** Road, sidewalk, and trail design is a critical component to any new
707 development in New Castle. To optimize circulation, the applicant is committed to connecting N
708 Wild Horse Dr. completing the underdeveloped section between Alder Ave. and Castle Valley
709 Blvd. Of note, nearly 1/5th of this new road section is outside the applicant's property boundary.
710 However, because of the importance of circulation and public safety, the applicant has agreed to
711 work with the neighboring property owners, particularly CVR Investors, to fulfill this link. Staff
712 anticipates that the connector will match the existing right-of-way design, including detached
713 sidewalks with landscaping.

714
715 **Bicycle/Pedestrian Circulation:** The applicant has made a point not to disrupt the existing trail
716 between VIX Park and the BLM land. Moreover, streets are purposely not connected through the
717 design's interior in order to preserve an idyllic experience for trail users. T-turnarounds rather
718 than cul-de-sacs were provided at dead-end streets to minimize encroachment of roads within
719 open space corridors. The site design employs detached sidewalks throughout the public right-
720 of-way to improve the pedestrian experience.

721
722 Commissioner Riddile expressed concerns regarding the perpendicular/vertical parking
723 planned near VIX park and the potential traffic impacts. Commissioner Cotey agreed
724 and suggested incorporating traffic combing with bump outs and pedestrian crossings
725 due to the proximity of trail access and potential heavy foot traffic. Mr. Jaynes said the
726 planned paving and perpendicular parking along North Wildhorse would connect the
727 existing paved portions of that road on either side. He said it was not planned to be
728 used for residential parking, but rather intended for the public in relation to the park
729 and right-of-way access to local trails. He explained that perpendicular parking on both
730 sides of the street for VIX Park was originally designed on one side of the street,
731 however it created an undesirable situation of continuous parking along North
732 Wildhorse. He said by double loading the parking on either side of the road allowed for

narrow pedestrian crossing sections. He said there would be a continuation of the trails with a trailhead near the parking area. He said they expected significant pedestrian crossings because of the trails and VIX Park. Mr. Jaynes said the team was committed to working with the town to understand how best to design the roads.

5) Is the natural character of the land preserved?

Topography: The site plan (**Exhibit A, page 4**) follows the sloping topography downhill from northeast to southwest. Each unit generally steps down with the slope (**Exhibit A, page 22**). Displacement between units helps to limit cut-and-fill and reduce the need for extensive landscape retention. Terracing of grade and structure softens the blunt, “blocky” appearance, and is a preferred fit with rolling terrain. The lot designs appear to preserve existing drainage features such as that found on the central single-track trail which bisects the development.

The ridgeline associated with Sunset Trail to the west is a prominent topographical feature for New Castle residents. Per **Policy EN-6B**, visual access to the ridgeline should be confirmed by the applicant. In other words, the ridge should be visible to the rest of New Castle residents once structures are in place. To mitigate building mass at the southwest elevation, modestly sized berms and drought resistant trees and/or shrubs could provide sustainable and more organic screening methods.

To conserve water and limit landscape maintenance such as mowing, staff requests the applicant consider drought resistant vegetation and seeding of native grasses to restore disturbed areas to their original state. Sod and landscape irrigation, likewise, should be used sparingly to limit the need for landscape maintenance.

IV Staff Recommendations

- A. To better preserve safety, traffic flow, and general quality of life, revise public rights-of-way shown on Exhibit A, page 19 as follows:
 - Teal ROW – no change requested.
 - Peach ROW – modify to meet the Town’s 58’ design cross-section.
 - Blue ROW – modify with on-street parking along one side of ring-road.
 - Yellow ROW – modify with on-street parking along one side of ring-road. All perpendicular parking adjacent to ring-road should be private and outside of the ROW.
- B. Parking lot lighting will need to be sensitive to dark-sky compliance per the comprehensive plan. Demonstrate that all exterior lighting will limit trespass. Parking lot lighting should be on timers to reduce the light duration at night while maintaining security lighting as needed.
- C. All outside parking areas facing residential-only use shall have a landscape buffer to obscure vehicles from view per Code Section 17.104.100.
- D. Fire access routes should be semi-impervious (compacted road base), two-track roads permanently signed “Emergency Access Only”. Locations of fire access routes should be approved by the Fire Marshal.
- E. Extend raw water infrastructure from existing stub-outs into the new development with an extension along N Wildhorse Horse.
- F. Consider a limited number of rent reduced units for full-time employees of the development and/or other workers employed by Town businesses.
- G. Specify on the plat open space to be maintained by the HOA and open space maintained by the Town.

- 789 H. Provide a water sampling station per the recommendations of the Town Engineer and Public
790 Works Director.
791
792 I. Each townhome unit will be provided with separate water and sewer service directly from the
793 main. Gas and electric service must run directly to each unit from the building exterior rather
794 than through crawlspaces or attic spaces.
795
796 J. Consider Net Zero building construction alternatives.
797
798 K. The development shall comply with all currently adopted building code and municipal code
799 requirements, including all sign code regulations in effect at the time of building permit
800 application, as well as all recommendations of the Town Engineer and Town Public Works
801 Director provided in response to review of the Application. All site specific development
802 applications subject to the provisions of the International Fire Code or matters requiring fire
803 alarms and/or fire suppression shall be submitted to the Fire Marshal for review and
804 comment.
805

806 Planner Smith highlighted general points of the staff recommendations as:

- 807 • Discussion of the roads
808 • Exterior lighting to be dark sky compliant
809 • Castle Valley Bolivard requirement of screening inward facing vehicles from
810 apartments
811 • Fire access routes
812 • Raw water infrastructure with a testing station
813 • Separate access to each unit for utilities – water, sewer, electrical, etc.
814 • Possibility of rent reduction for some units for employees of the town
815 • Identify open space/public access and water sampling station
816 • Net-zero discussion
817 • Sound regulations
818

819 **V Next Steps**

820 Comments and recommendations made by staff and the planning commission should inform future
821 revisions made to the application prior to Council review.
822

823 After Council sketch review, but prior to the preliminary plan application, the applicant shall conduct a
824 **community open house meeting** with the public. The applicant shall notify the town of the date of
825 the community open house, and notice the community open house according to the town's public
826 hearing notice procedures set forth in Section 16.08.040, except that notice to mineral owners is not
827 required.
828

829 The sketch plan review conducted pursuant to this Section 17.100.040 will remain in effect for one (1)
830 year from the date of Council's review. If the applicant does not submit a preliminary PUD plan
831 application within said year, the applicant may be required to submit a new sketch plan application
832 before filing a preliminary plan application. Similarly, if applicant's preliminary PUD plan application
833 includes substantial and material (e.g., proposes new uses, higher density development, new or
834 additional variances, etc.) changes from the original sketch plan, the Town Administrator may require
835 the applicant to conduct a new sketch plan review.
836

837 Commissioner Westerlind commented that he thought it was a nice development and
838 asked to see pervious projects from R2 Partners. Mr. Rosenberg referred the
839 commission to one of their previous projects he called 423 Hoge in Cincinnati.
840 Commissioner Westerlind asked if R2 Partners had completed any local projects, and
841 Mr. Rosenberg confirmed they had completed projects up valley.
842

Planner Smith confirmed the date of November 7, 2023, for the sketch plan presentation scheduled for Council. Commissioner Riddile reminded the commission that they cannot discuss the development with anyone until the public hearing.

Consider a Motion to Cancel the November 22nd Meeting and hold a Special Meeting for November 29th

Planner Smith explained that in years past, the commission traditionally canceled the regularly scheduled meeting the week of Thanksgiving, due to the holiday. He said there was an item for consideration on that agenda date, and proposed the commission hold a special meeting for November 29, 2023, canceling the regular meeting on November 22, 2023. He said the agenda item was for a conditional use permit for Jim Schrull to move his U-Haul business location.

MOTION: Commissioner Westerlind made a motion to approve the Special Meeting for November 29, 2023 and cancel the November 22, 2023 meeting. Commissioner Cotey seconded the motion and it passed unanimously.

Staff Reports

Planner Smith had no further comments or updates.

Commission Comments and Reports

Commissioner Riddile acknowledged that his council representation on the Planning and Zoning Commission would be rotated at the next meeting. He thanked the board for their dedication.

Chair Apostolik asked about the Council meeting topic regarding a discussion of the town's water rights and equivalent residential units (EQRs). Planner Smith said currently staff was working on presenting more concrete numbers before bringing that discussion to a Council meeting. Administrator Reynolds confirmed staff was not clear on when it will go to Council.

Review Minutes from Previous Meeting

MOTION: Commissioner Riddile made a motion to approve the September 27, 2023 meeting minutes. Commissioner Sass seconded the motion and it passed unanimously.

MOTION: Commissioner Riddile made a motion to adjourn the meeting. Commissioner McDonald seconded the motion and it passed unanimously.

The meeting adjourned at 9:10 p.m.

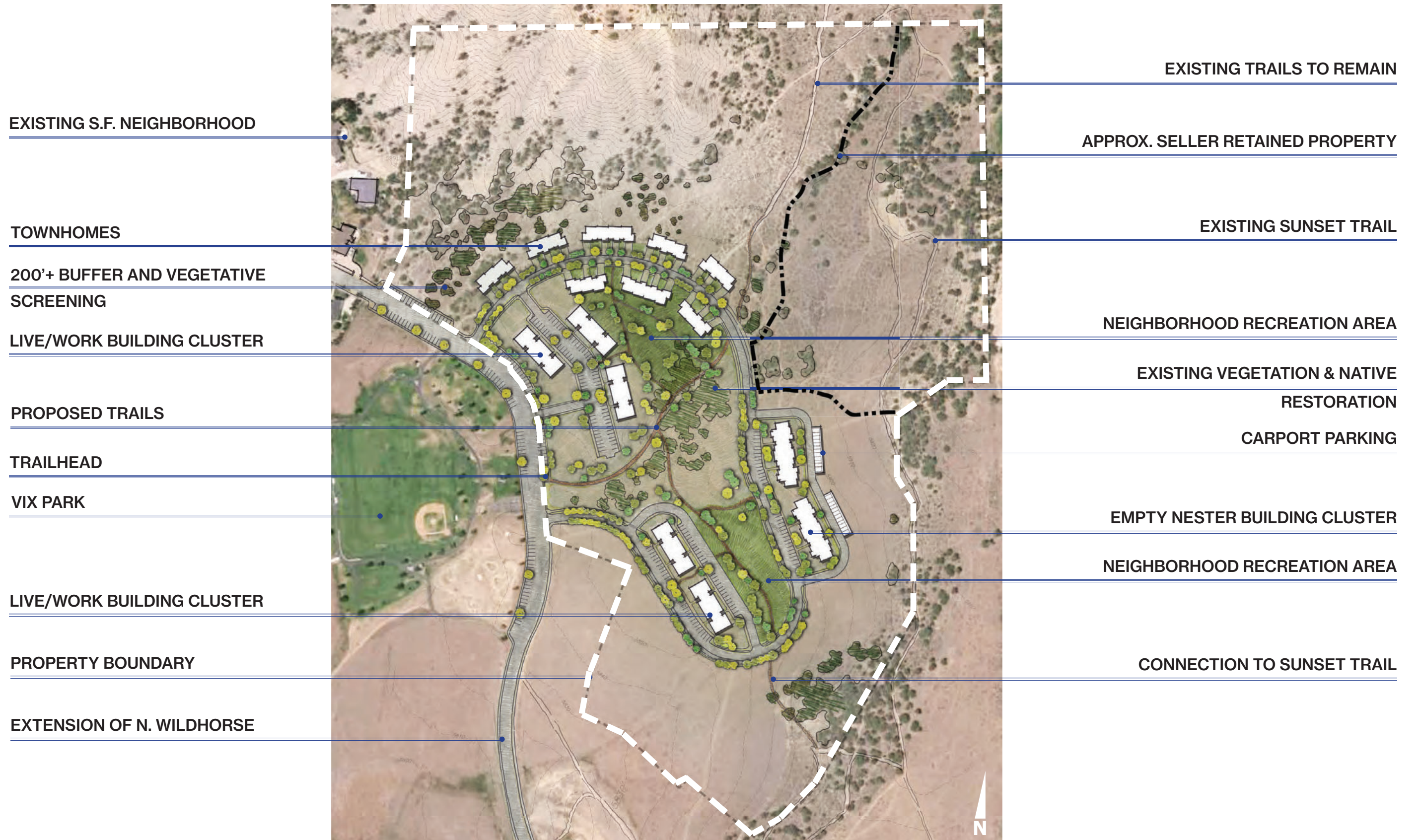
Respectfully Submitted,

Chair Chuck Apostolik

Deputy Town Clerk Remi Bordelon

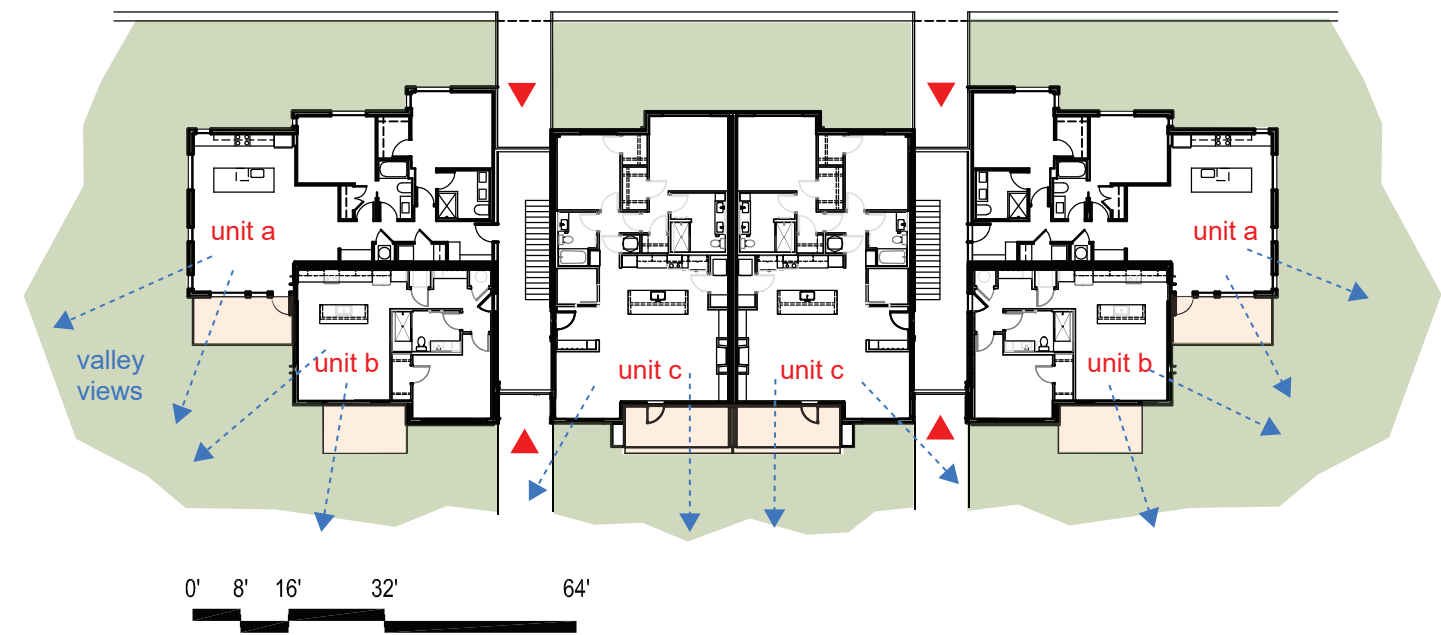
Exhibitions Index to the Planning & Zoning Minutes of October 25, 2023

- 892
- 893
- 894 Exhibit A, Illustrative Site Plan, Page 14 of the Sketch Plan Application
- 895 Exhibit B, Empty Nester, Page 11 of the Sketch Plan Application
- 896 Exhibit C, Live/Work, Page 12 of the Sketch Plan Application
- 897 Exhibit D, Townhouse, Page 13 of the Sketch Plan Application
- 898 Exhibit E, Open Space, Page 4 of the Sketch Plan Application
- 899 Exhibit F, Typical ROW Conditions, Page 19 of the Sketch Plan Application
- 900 Exhibit G, Traffic Circulation, Page 18 of the Sketch Plan Application



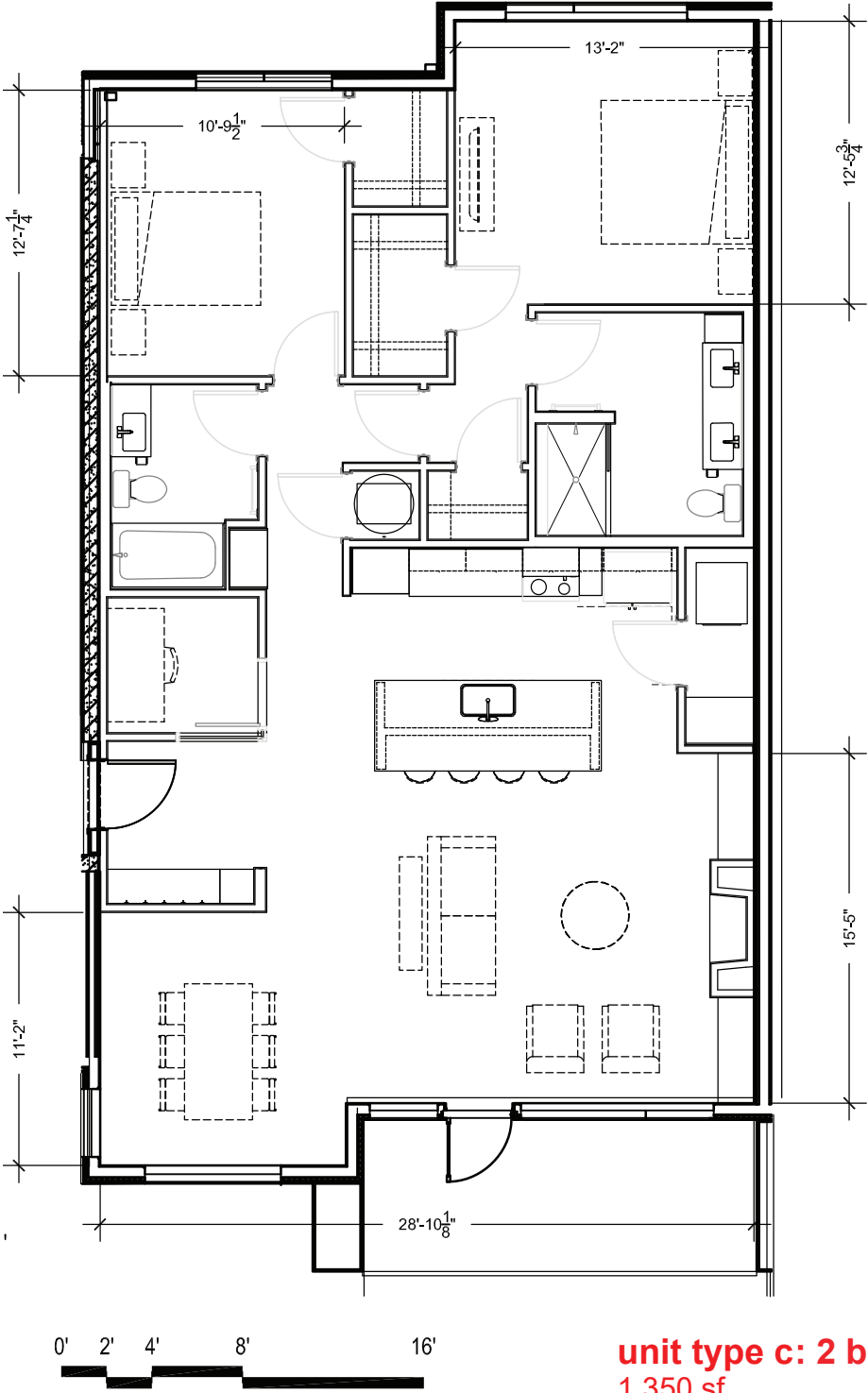
Illustrative Site Plan

Unit Layouts Continued:



unit mix per building

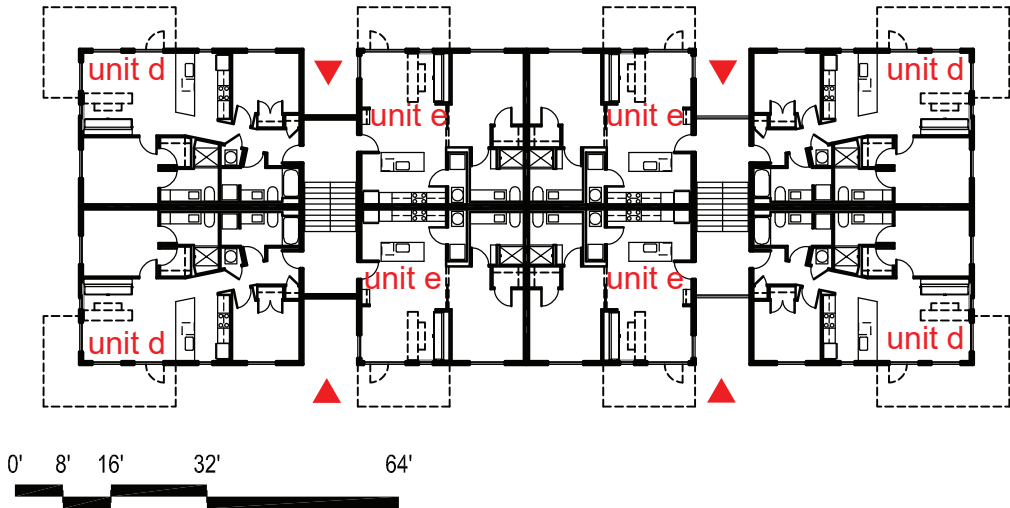
floor	1-bedrm	2-bedrm	
1	2	4	6
2	2	4	6
total	4	8	12



unit type c: 2 bedroom, 2 bath
1,350 sf

Unit Mix: Empty Nester

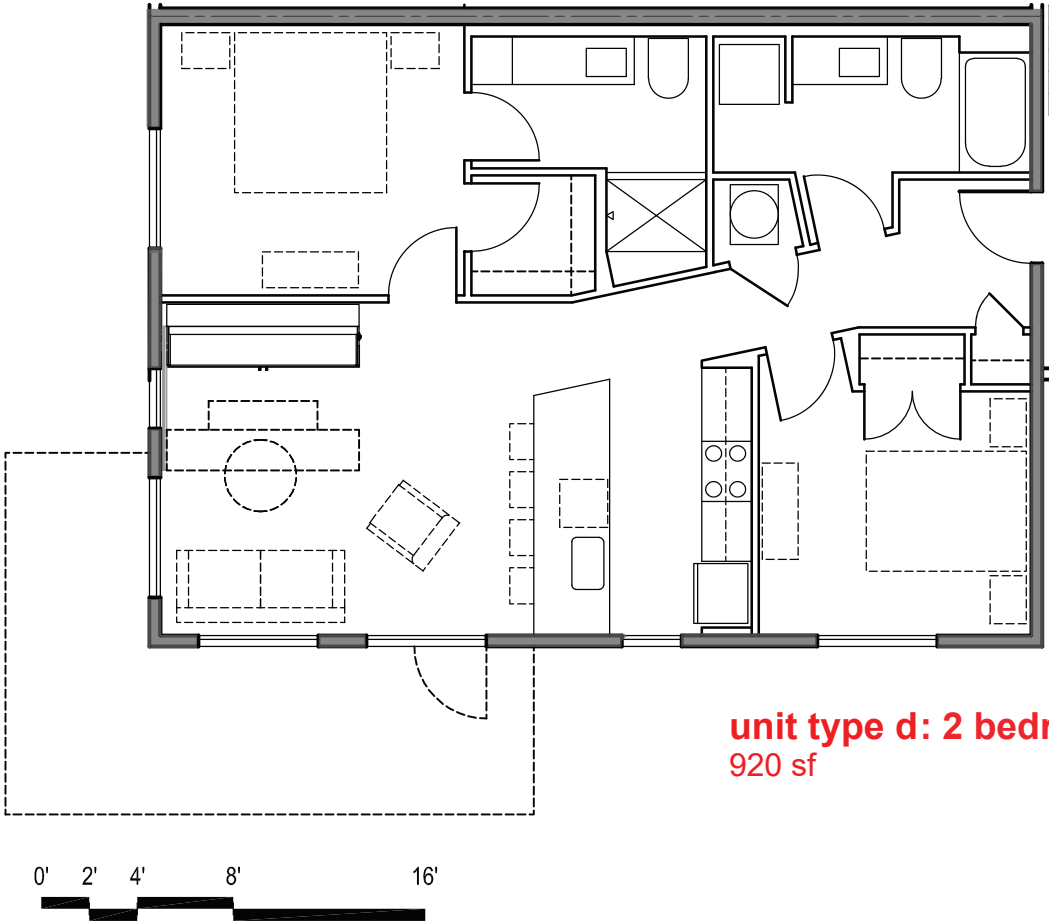
Building Layout:



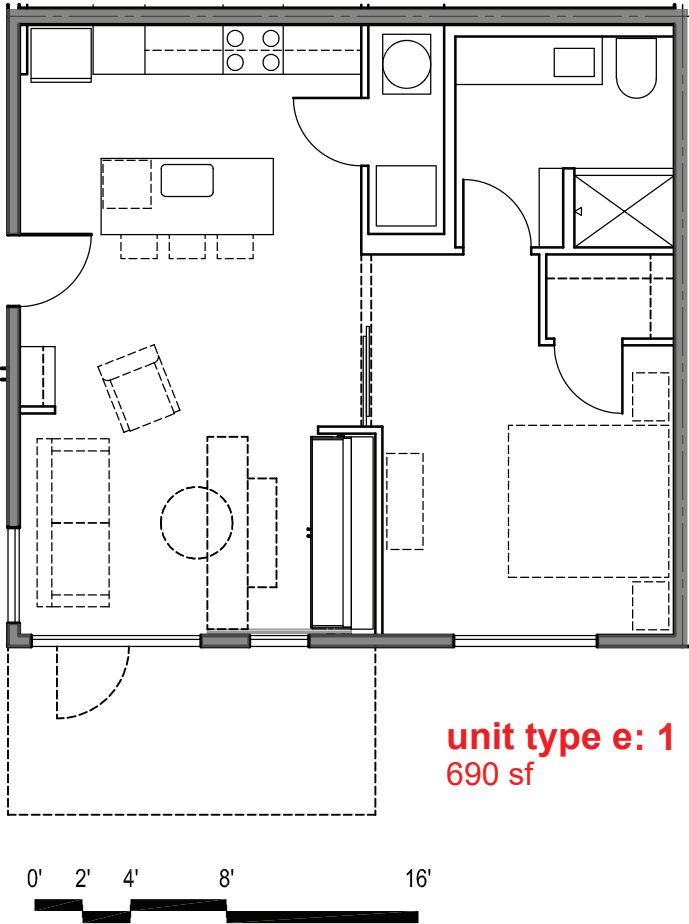
unit mix per building

floor	1-bedrm	2-bedrm	
1	4	4	8
2	4	4	8
total	8	8	16

Unit Layouts:



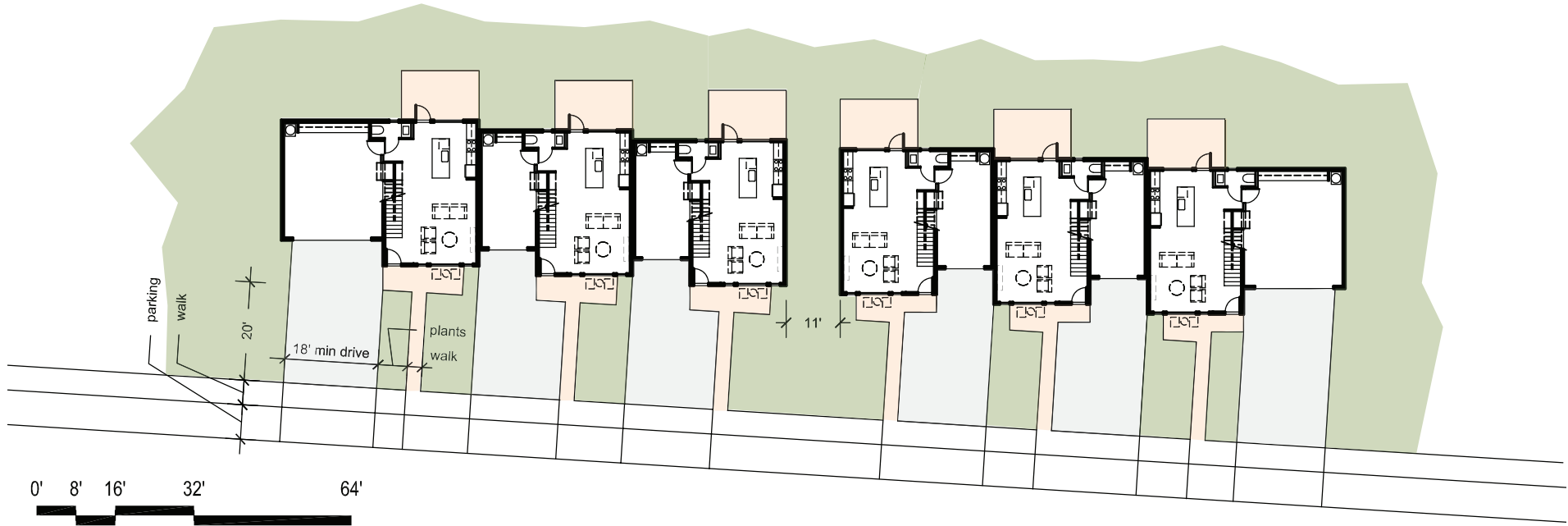
unit type d: 2 bedroom, 2 bath
920 sf



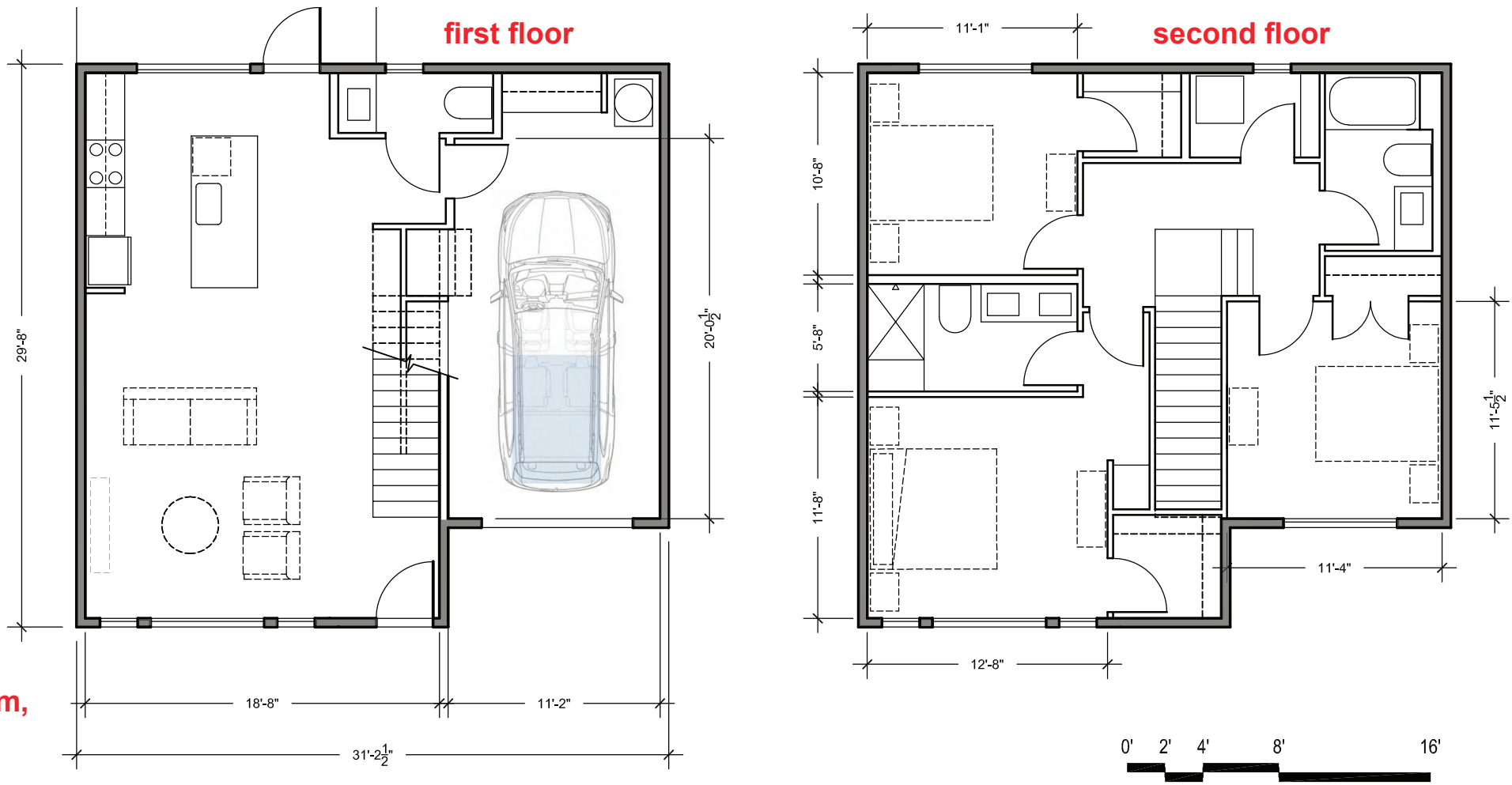
unit type e: 1 bedroom, 1 bath
690 sf

Unit Mix: Live/Work

Building Layout:



Unit Layouts:



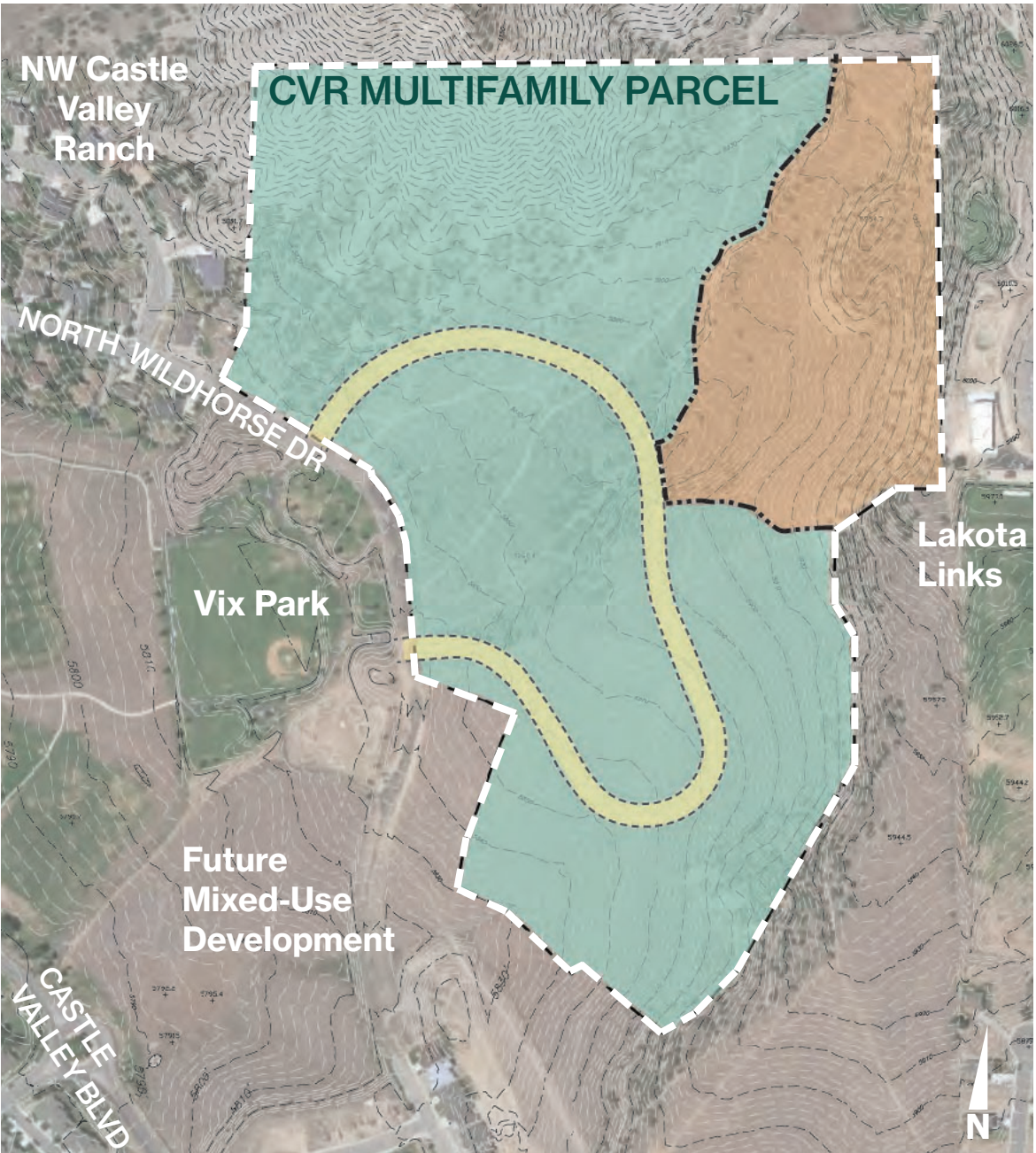
unit type f: 3 bedroom,
2.5 bath
1,400 sf + garage

Unit Mix: Townhouse

PARCEL ID	212329300194
SUBJECT PARCEL TOTAL SIZE	+/- 59 acres
DEVELOPMENT PARCEL SIZE	+/- 47.5 acres
PRIORITIES	clustered units, maintain trail connectivity, internal open space connectivity, sensitivity and connection to existing/surrounding land uses.
ADJACENT	vix park, lakota links golf course, public open space, nw castle valley ranch neighborhood, future mixed-use development to the south
CURRENT OWNER	cts investments, llc

CVR Multifamily Parcel proposal includes a subdivision and right-of-way dedication as follows (site areas are approximate):

PARCEL SUB	SIZE (ac)	SIZE (% of total)
SELLER RETAINED	~ 11.5 ac	20%
R2 DEVELOPMENT	~ 44.5 ac	75%
FUTURE RIGHT-OF-WAY	~ 3 ac	5%

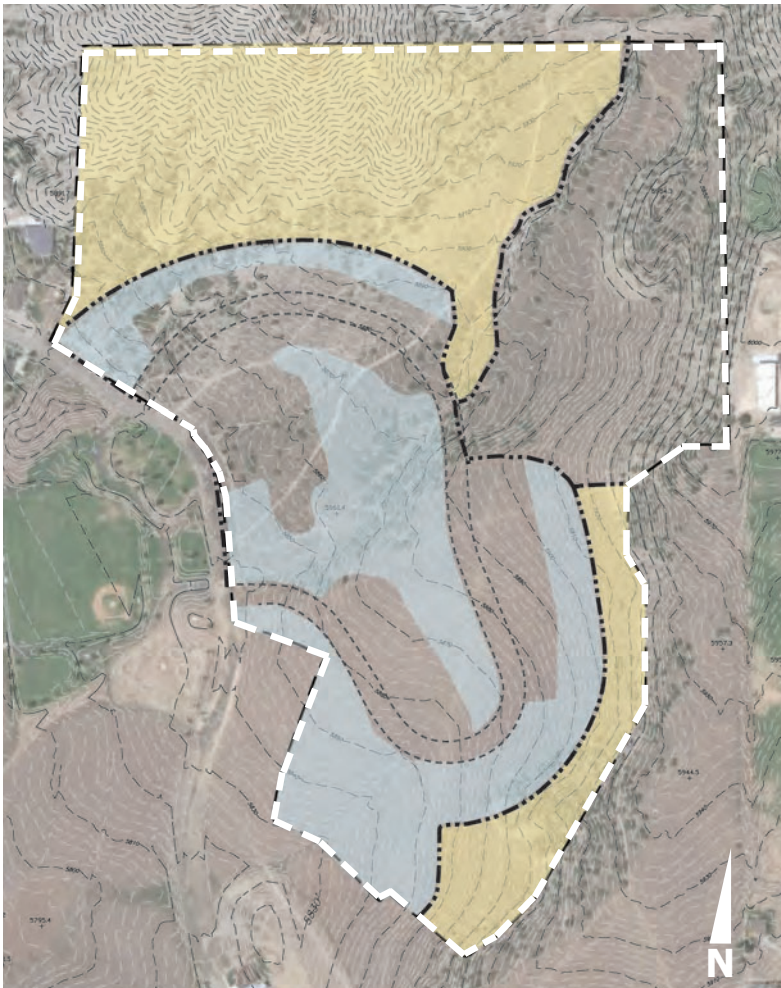


R2 Proposed Development Parcel (~ 44.5 ac) to be comprised of the following:

NATURAL OPEN SPACE	DEVELOPMENT OPEN SPACE	TOTAL OPEN SPACE
20 acres 45% of R2 Parcel Area	14 acres 31% of R2 Parcel Area	34 acres 76% of R2 Parcel Area

NATURAL OPEN SPACE = undisturbed site acreage outside of development area; may include dedicated public land

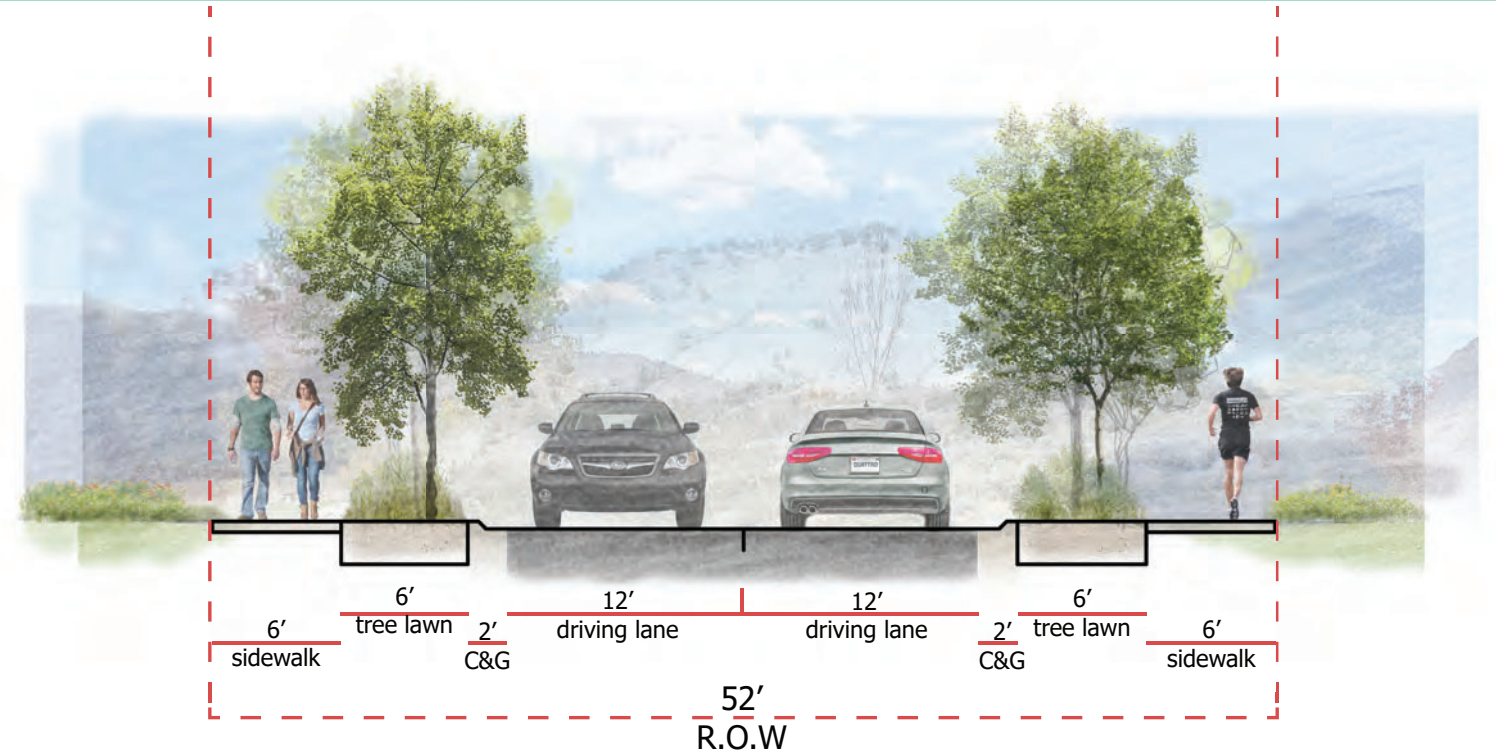
DEVELOPMENT OPEN SPACE = open space such as lawns, landscaped areas, natural areas, both public and private recreation areas and trails within the development area. Development open space may include trail easment for access to public trails



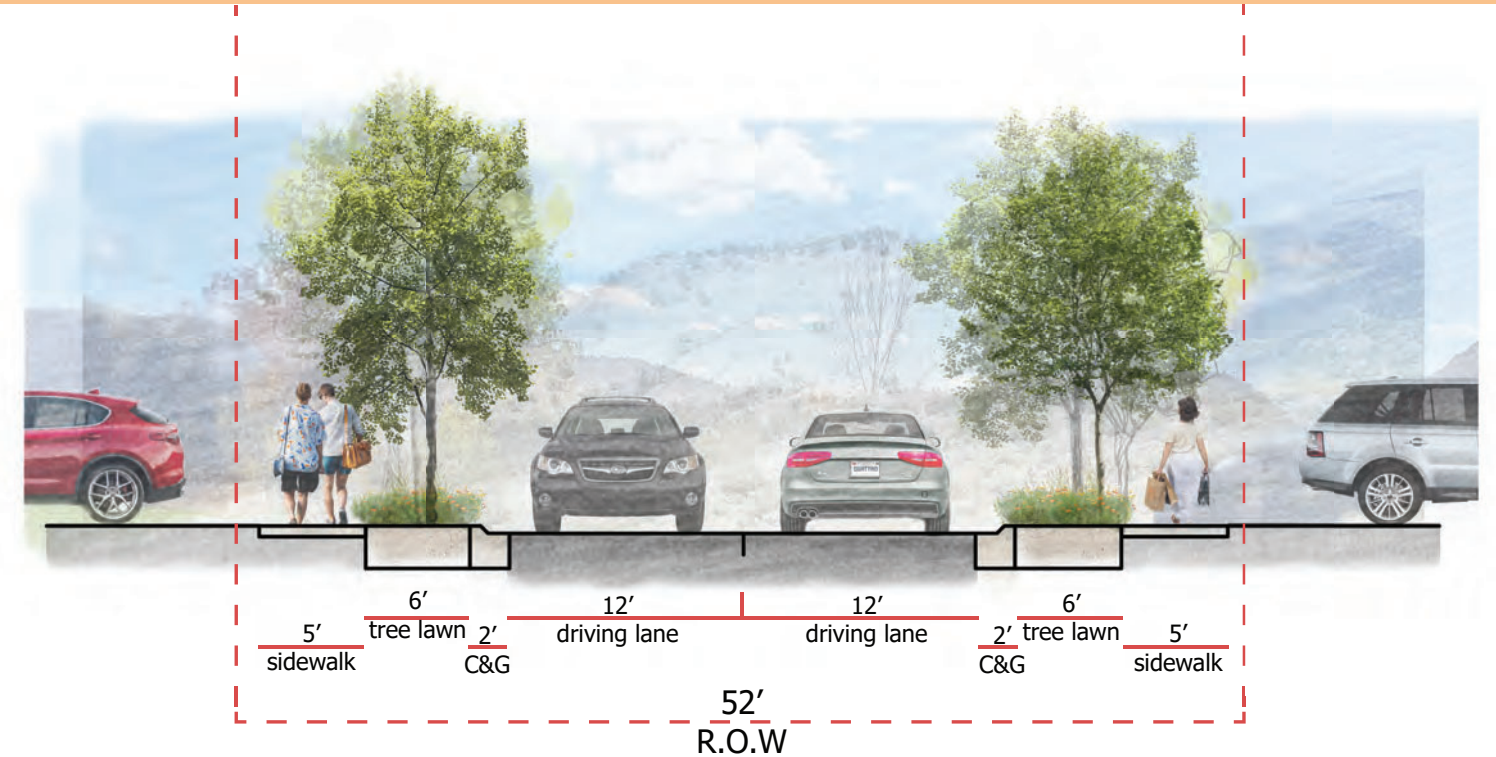
Site Development Summary: Open Space



Entry to Development ROW



Townhouses ROW



Typical Right-of-Way Conditions



Note:

The proposed streetscape sections vary from recently-established dimensional standards. This project proposes a modification to the standard to meet the intent of the standard while limiting total pavement area

Wildfire suppression

existing two-track path to remain

Wildfire suppression

approximate location of hydrant

Main development roadway (dedicated R.O.W)

two-way directional traffic with (proposed sections on following pages)

Private drives

two-way directional traffic with 90 degree parking stalls.
Minimum 22' access drive width (edge-to-edge of asphalt)

N Wildhorse Drive

extend from north to south and provide access to development entrances and connect to existing developments to north and south. Parking along N. Wildhorse, for Vix Park/public use, to be coordinated with town of New Castle.

--- -- -- -- -- ➔ = FIRE ACCESS
 ————— ➔ = CIRCULATION

Traffic Circulation