



Meeting Date: June 20, 2023

AGENDA MEMORANDUM

To: Honorable Mayor and Members of Town Council

Through: Dave Corliss, Town Manager

From: Tara Vargish, P.E., Director, Development Services
Brad Boland, AICP, Long Range Project Manager

Title: **Resolution Approving the Memmen Young Amended and Restated Development Agreement**

Executive Summary

Macor LLC and Highline C.M., INC (the “developer”) are requesting to enter into a Development Agreement (DA) with the Town for property known as the Memmen Young Planned Development, that is located south of Fifth Street, west of Ridge Road, north of Plum Creek Parkway (Figure 1) (Attachment A).

The property is currently under consideration for a planned development amendment to 175.5 acres of the Memmen Young PD and an annexation of 5 acres known as the Memmen Parcel. The 5 acre Memmen Parcel will be incorporated into the amended Memmen Young PD for a total project area of 180.5 acres. If the

Annexation and the amended Memmen Young Planned Development Plan and Zoning Regulations are approved, the developer must amend and restate the existing Development Agreement with the Town to define the obligations of the developer and the Town relative to the new development plan of the property and to comply with today's standards.

A DA is a legally binding contract between the property developers and the Town that requires public hearings before Town Council, who shall review and make a decision upon the proposed DA.



Figure 1: Site Vicinity Map

Proposed Development Agreement

The DA addresses infrastructure improvements, development phasing, open space conveyances, water rights conveyances, Town service obligations and other relevant items (Attachment B). These obligations are intended to be mutually beneficial, as well as enhance public health, safety and welfare. Some of the key components of the DA are briefly summarized below.

Commencement of Development – Section 2.05

The developer must complete the construction of at least \$500,000 in public improvements, excluding soft costs, and the issuance of the first building permit for a single-family residential structure by December 31, 2026. If the public improvements have not been made, the right of the developer under this Development Agreement and Town Regulations to undertake further development of the property, or to obtain permits for construction shall be suspended by the Town Council. This development suspension may be released by Town Council, in its discretion, upon a showing of good cause for the delay, and the demonstration by the developer of the ability to commence and complete development of the property in accordance with the approved Memmen Young PD, and within a timeframe determined by Town Council at that time.

Water Rights Conveyance and Water Credit - Sections 5.02 and 5.03

Concurrent with the recordation of the Development Agreement, the developer shall convey the groundwater rights to the Town by special warranty deed. The groundwater rights are converted into development entitlements that are referred to as a Water Credit. A Water Credit is expressed as a single-family equivalent (SFE).

The total groundwater rights to be deeded to the Town is 280.05 acre feet. A Water Credit of 269.27 SFE will be established for the property. The developer will make a \$1,130 cash-in-lieu payment to offset the Town's cost for adjudication of the underlying groundwater of the 5 acre Memmen Parcel.

Water Efficiency Plan – Section 5.08

A Water Efficiency Plan (WEP) has been developed for the project and shall be implemented by the developer for all development within the PD (Attachment B, Exhibit 3). The Water Efficiency Plan will be incorporated into all conveyance documents for the property, private covenants and restrictions. All development is subject to the requirements of, and shall be required to implement and follow the Water Efficiency Plan requirements.

For site landscaping, the more restrictive criteria between the WEP and the Town's Landscape and Irrigation Performance Standards and Criteria Manual shall apply.

Water, Wastewater and Stormwater – Section 7.01

The developer has the following obligations as related to water and wastewater;

- A \$216,360 cash-in-lieu payment for the purchase of an offsite 2-acre well site (yet to be located).
- The abandonment of the existing water well located on the Memmen Parcel.
- The reimbursement for any and all costs the Town incurs in extending the connection to the Town's water system at Ridge Road due to the widening of Ridge Road. Reimbursement shall be made at time of first plat or December 31, 2024, whichever is earlier.
- The design and construction of water and wastewater system improvements necessary to serve the development.

Transportation Improvements – Section 8.01 through 8.05

The developer has the following requirements as related to transportation improvements;

- Contribute the pro rata share for the intersection improvements at the SH-86/Ridge road/5th St./Founders Pkwy intersection.
- Their share of the cost to improve their Ridge Road frontage to a 4-lane arterial per the Town's CIP project design (including one southbound through lane, one-half of the median, curb and gutter, sidewalk, drainage improvements, street lights and streetscape along their frontage).
- The construction of the $\frac{3}{4}$ intersection improvements at the northern Access B intersection. This includes the NB left turn lane into the site and the SB right turn lane into the site.
- The dedication of all necessary right-of-way to accommodate all Ridge Road street and frontage improvements, and other public streets throughout the development.

Public Lands and Improvements – Sections 9.01 and 9.02

- All Public Lands shall be offered for dedication and upon acceptance, conveyed to Town, at no cost to Town, with the recordation of this Agreement. All conveyances shall be in accordance with Section 9.04.

Wildland Urban Interface Mitigation

All public lands and other parcels to be conveyed to the Town shall be assessed, at no cost to the Town, by a professional that is familiar with Wildland Urban Interface (WUI) mitigation. The developer shall contract with a contractor familiar with WUI mitigation to perform all identified treatments deemed necessary to meet the current Community Wildfire Protection Plan, as a condition of acceptance of the property by the Town.

Budget Impact

The Memmen Young Amended and Restated Development Agreement formalizes the developer's financial obligations to adequately address impacts of the development on Town infrastructure and services.

Finding

Staff finds that the proposed obligations outlined in the Memmen Young Amended and Restated Development Agreement are adequate to support the proposed Memmen Young PD Amendment.

Recommendation

Staff recommends approval of the Memmen Young Amended and Restated Development Agreement, as proposed.

Proposed Motions

Option 1: Approval

"I move to approve this Development Agreement Resolution, as presented."

Option 2: Approval with Conditions

"I move to approve Development Agreement Resolution, with the following conditions:" (list conditions)

Option 3: Continue item to next hearing (need more information to make decision)

"I move to continue this item to the Town Council meeting on [date], 2023, at [time]."

Attachments

Attachment A: Vicinity Map

Attachment B: Resolution