



Town Council
AMENDED AGENDA
Tuesday, April 27, 2021
ONLINE MEETING

Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

*This agenda and the meetings can be viewed at www.Townofeagle.org.
Times listed are approximate and are subject to change.*

TOWN COUNCIL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

1. This will be an online meeting.

[ACCESS THE ON-LINE MEETING HERE](#)

Please note: All participants are automatically muted. In order to be called upon and unmuted, you will need to use the "raise hand."

When it's your turn to speak, the moderator will unmute your line and you will have three (3) minutes for public comment.

PUBLIC COMMENTS: If you are unable to attend, public comments regarding any items on this agenda can be submitted to Jenny Rakow, Town Clerk, and will be included as part of the record.

For technical difficulties please email bill.shrum@townofeagle.org and we will do our best to assist you.

CALL TO ORDER - 6:00 PM

ROLL CALL - 6:05 PM

ADOPTION OF AGENDA - 6:05 PM *Opportunity for amendment or deletions to the agenda.*

PUBLIC COMMENT - 6:05 PM *Citizens are invited to comment on any item, not on the Agenda subject to a public hearing. Please limit your comments to three (3) minutes per person per topic unless arrangements have been made for a presentation with the Town Clerk. Those who are speaking are requested to state their name and address for the record.*

PROCLAMATION - 6:10 PM *Presentations are limited to 5 minutes. Invited presentations are limited to 10 minutes if prior arrangements are made with the Town Clerk.*

1. Tree City USA Proclamation

CONSENT AGENDA - 6:30 PM *Consent agenda items are routine Town business, items which have received clear direction previously from the council, final land use file documents after the public hearing has been closed, or which do not require council deliberation. (5 Minutes)*

1. Minutes - April 13, 2021

STAFF REPORTS - 6:35 PM *The Town Manager and department staff prepare and provide internal updates to the council.*

1. Town Manager Update

LIQUOR LICENSE AUTHORITY - 6:40 PM

1. PUBLIC HEARING: DJ SAXX Inc. d/b/a Brush Creek Saloon - Request for Modification of Premises at 241 Broadway

BUSINESS ITEMS - 6:50 PM *Items and / or Public Hearings are listed under Business may be old or new and may require review or action by the council.*

1. Land Use File Number AN21-01 1819 Brush Creek Road
 - a. Resolution No. 38, Series 2021, " A Resolution of the Town Council of the Town of Eagle, Colorado Accepting a Petition for Annexation of a Parcel of Land Located in Unincorporated Eagle County and Setting a Public Hearing on the Annexation (1819 Brush Creek Road)"
2. PUBLIC HEARING: AN20-01 Powell Park Annexation
 - a. Resolution No. 30, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado making certain Findings of Fact Regarding the Proposed Annexation of Real Property Located in Unincorporated Eagle County."
 - b. Ordinance No. 4, Series 2021, "An Ordinance of the Town Council of the Town of Eagle, Colorado Annexing to the Town Certain Unincorporated Territory in Eagle County, Zoning the Property Residential Medium and Approving the Associated Annexation Agreement (Powell Park Subdivision)."
3. PUBLIC HEARING: PUDA20-01 Haymeadow PUD Amendment
 - a. Ordinance No. 06, Series 2021, "An Ordinance of the Town Council of the Town of Eagle, Colorado Approving a Planned Unit Development Amendment for the Haymeadow Development to Swap the School Land Portion of Tract E with Multi-Family Development and to Allocate a Different Parcel for a Future School Site in Neighborhood C"
 - b. Ordinance No. 07, Series 2021, "An Ordinance of the Town Council of the Town of Eagle, Colorado Approving a Planned Unit Development Amendment for the Haymeadow Development to Renovate an Existing Cabin Currently Located in Open Space to the East of Neighborhood D as an Event Space and to Swap this Open Space Parcel with Land Equal in Size and Desirability."
4. PUBLIC HEARING: SU21-02 629 Sawatch Contractor Yard Special Use
 - a. Resolution No. 37, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Special Use Permit to Allow for a Contractor Yard at 629 Sawatch Road."
5. EXECUTIVE SESSION: "Executive Session to hold a conference with the Town Attorney and special counsel to receive legal advice on specific legal matters, pursuant to C.R.S. 24-6-402(4)(b), regarding the proposed First Amendment to the River Park Use Agreement with Eagle County."
 - a. Resolution No. 40, Series 2021, "A Resolution Approving an Agreement Between Eagle County and the Town of Eagle for Use, Operation and Maintenance of the Eagle River Park at the Eagle County Fairgrounds Property"

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 9:00 PM

1. Council Committee Updates
2. Future Agenda Items
3. Code of Ethics and Conduct Follow Up and Direction

EXECUTIVE SESSION - 9:10 PM

1. EXECUTIVE SESSION: Executive Session to hold a conference with the Town Attorney and special counsel to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e), regarding the Base Camp Annexation and to adjourn the regular meeting at its conclusion.

ADJOURN 9:30 PM

I hereby certify that the above Notice of Meeting was posted by me in the designated location at least 24 hours prior to said meeting.



Jenny Rakow, CMC
Town Clerk

PUBLIC WIFI - TOEG – townofeagle2019

OFFICIAL PROCLAMATION

TOWN OF EAGLE

02-2021

Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Scott Turnipseed, Mayor of the Town of Eagle, do hereby proclaim Friday, April 30, 2021 as



In the Town of Eagle, I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

TOWN OF EAGLE, COLORADO

ATTEST:

Jenny Rakow, Town Clerk

Scott Turnipseed, Mayor



**MEETING MINUTES
ONLINE MEETING
Town Council
Tuesday, April 13, 2021**

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TOWN COUNCIL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

1. This was an online meeting.

CALL TO ORDER - 6:05 PM

ROLL CALL

COUNCIL MEMBERS PRESENT

Matt Solomon, Mikel Kerst, Scott Turnipseed, Ellen Bodenhemier, David Gaboury, Janet Bartnik, Geoffrey Grimmer

COUNCIL MEMBERS ABSENT

None

STAFF PRESENT

Brandy Reitter, Town Manager
Matt Mire, Town Attorney
Bill Shrum, Assistant Town Manager
Jenny Rakow, Town Clerk
Jill Kane, Finance Director/Treasurer
Chad Phillips, Comm Dev Director/Town Planner
Tom Gosiorowski, Public Works Director
Joey Staufer, Police Chief
Lynette Horan, Human Resources Manager
Peyton Heitzman, Planner

ADOPTION OF AGENDA

There were no changes to the agenda.

MOTION: Council Member David Gaboury motioned to approve the agenda. The motion was seconded and passed with a vote of 7 in favor (Solomon, Kerst, Turnipseed, Bodenhemier, Gaboury, Bartnik, and Grimmer) and 0 opposed.

PUBLIC COMMENT – There was no public comment.

PRESENTATIONS

1. Climate Action Plan Update - Kim Schlaepfer, Eagle County Climate Action Committee
Kim Schlaepfer presented this item and the update to the Eagle County Climate Action Plan.

CONSENT AGENDA

MOTION: Council Member Matt Solomon motioned to approve the Consent Agenda. The motion was seconded and passed with a vote of 7 in favor (Solomon, Kerst, Turnipseed, Bodenhemier, Gaboury, Bartnik, and Grimmer) and 0 opposed.

1. Minutes - March 23, 2021
2. Bill Pay - March 2021

STAFF REPORTS

1. Department Update

Council Comments: discussion on Open Space Fund and budget amendment for \$150K. Jill Kane stated she transfer this amount and reduce the general fund balance.

Discussion on the potential adoption of a new building code and discussion regarding fire sprinklers in single-family residential when it is reviewed before adoption.

Mayor Turnipseed noted discussion with Chief Stauffer and a citizen. Brandy Reitter announced anniversaries for Town Clerk Jenny Rakow at six years and Community Development Director Chad Phillips at one year.

BUSINESS ITEMS

1. PUBLIC HEARING: AN20-02 Base Camp Eagle Annexation; SU20-03 Recreational vehicle park Special Use Permit; RZ20-02 Zoning

Mayor Turnipseed recused himself from this hearing.

Mayor Pro Tem Kerst opened the public hearing for AN20-02 Base Camp Eagle Annexation; SU20-03 Recreational vehicle park Special Use Permit; and RZ20-02 Zoning and stated the public hearing will remain open for one hour (6:43 pm).

Matt Mire provided an overview to the Council and the public on the nature of the hearing. There is not a Resolution for Special Use and there is no annexation agreement for review at this time. The Council will take public comment and asked the Council to save deliberations until the May 11th continued hearing date. An Executive Session will be scheduled for April 27th to resolve any outstanding issues.

Peyton Heitzman presented this item.

Council Comments: discussion about property boundaries and immediate uses adjacent to the property. Confirmation that the Haymeadow Open Space adjacent to the property will be dedicated when the phases are subdivided.

Applicants Shawn and Marcy Colby provided their presentation of their project, describing the design plan and vision for the RV Park.

Council Comments: discussion on sewer connection and timing with Haymeadow development. The applicant stated the current plan is for privy vaults that will comply with guidelines until the sewer connection is made. Discussion on access to trail connections and timing of completion for use of the trails by RV Park guests. The applicant provided the trail would be planned to have direct access to Haymeadow or Town Open Space trails when those trails are made. Further discussion on fire pits and related smoke issues. The applicant representative provided the fire pits will be managed with restrictions. The Council requested information on the immediate trail connectivity.

Mayor Pro Tem Kerst opened public comment.

Kevin Brubeck 0123 Snow Goose – stated he was in support of the project.

Erik Carlson Attorney representing Barry and Barbara Berman at 3221 Brush Creek Road – stated his clients were not in support of the project and submitted a written letter for the record.

Cody Scott 2941 Brush Creek Road - stated he was not in support of this project.

Mayor Pro Tem Kerst closed public comment at 7:52 pm.

Tambi Katieb, the applicant's representative gave a presentation.

Matt Mire provided to the council that the next steps are to state their request for any additional information and direction for information, and a motion to continue both public hearings to May 11th.

Council Comments: request to have a site visit at the location, more information on trail connectivity, and any information regarding fire smoke and odors related to it.

Mayor Pro Tem reopened public comment.

Eric Eves – stated he sent a letter regarding this project and encouraged Council to make a site visit.

Debra Dieter 17 Fir Court - stated she was not in support of the project as presented.

Jamie Woodworth – stated she was in support of the project.

Mayor Pro Tem Kerst closed public comment.

MOTION: Council Member Matt Solomon motioned to continue the Public Hearing for AN20-02 Base Camp Eagle Annexation, SU20-03 Recreational vehicle park Special Use Permit and RZ20-02 Zoning until the May 11, 2021, Town Council meeting. The motion was seconded and passed with a vote of 6 in favor (Solomon, Kerst, Bodenhemier, Gaboury, Bartnik, and Grimmer), 0 opposed, and 1 recused (Turnipseed).

- a. Resolution No. 32 Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado making certain Findings of Fact Regarding the Proposed Annexation of Real Property Located in Unincorporated Eagle County"
- b. Ordinance No. 05 Series 2021, "An Ordinance of the Town Council of the Town of Eagle, Colorado Annexing to the Town Certain Unincorporated Territory in Eagle County, Zoning the Property Rural Residential and Approving the Associated Annexation Agreement"
2. Allocation of Funds Received from Settlement Agreement Between the Town of Eagle, Eagle County School District RE-50J, and the Mountain Recreation Metropolitan District
Jill Kane presented this item.

Council was asked to choose from one of the three suggested allocations for the funds: 1. Allocate \$2,500 for attorneys' fees reimbursement to the General Fund and split the \$103,000 equally between the Water and Utility Funds; 2. Allocate 100% to General Fund; or 3. Allocate to the General Fund, Water Fund, and Utility Fund (WW) proportionally based on the original 1995 contributions.

Council Comments: discussion regarding options and putting money towards a future facility with Mountain Recreation.

MOTION: Council Member David Gaboury motioned to approve the allocation of funds received from the settlement agreement between the Town of Eagle, Eagle County School District RE-50J, and the Mountain Recreation Metropolitan District with \$103,00.00 going to the general fund for future use towards Mountain Recreation and to pay \$2,500 in attorney's fees. The motion was seconded and passed with a vote of 6 in favor, (Solomon, Kerst, Bodenhemier, Gaboury, Turnipseed, and Grimmer), 0 opposed, and 1 recused (Bartnik).

3. Sales Tax Capital Improvement Fund 2021 – 2025 Budget Projections

Jill Kane presented this item.

Council Comments: discussion of planned projects and prioritization that included NV5's additional information provided to staff that requires a 2021 supplemental appropriation.

MOTION: Council Member Matt Solomon motioned to direct staff to include proposed increases of \$13,464 in the next supplemental budget. The motion was seconded and passed with a vote of 7 in favor (Solomon, Kerst, Turnipseed, Bodenhemier, Gaboury, Bartnik, and Grimmer) and 0 opposed.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

1. Council Committee Updates

2. Future Agenda Items

Request to provide speakers and presenters the Council policy on presentations and time limits.

3. Second Street Discussion

Council Discussion: Council is interested in a pilot program to include a public space on Second Street that can be used by the public and downtown businesses. Staff was requested to provide a site map outlining the public area. Further direction to seek input from and send a survey to the Downtown Development Authority members and owners regarding recommendations and business interest.

Mayor Turnipseed opened this discussion to the public.

Kat Conner 710 Bull Run and 228 Broadway stated she would like more public input on the impacts of the street closure.

Kari McDowell-Schroeder 140 Mill Road and 241 Broadway stated she sent an email this afternoon regarding this topic. Supported a pilot project that is a full closure of Second Street from Wall Street to Broadway. This pilot would help us decide on what we do long-term. Indicated that the liquor license issue would be critical.

Tanner Williams 425 Broadway and Taproom Manager for Bonfire Brewing - supported a pilot project and would support a long-term closure.

Tara Novak 426 Golden Eagle and 120 Broadway - supported doing a pilot program on Second Street.

Shane Dickman 705 Nogal Road - supported a pilot program closing Second Street.

Lachie Thomas 756 Eby Creek Road – supported the pilot program closing Second Street.

Council Comments: further clarification to only close half the street to accommodate public safety and resident access. Brandy Reitter cautioned the Council that staff may need to reprioritize other projects to move this forward quickly. Staff further clarified that to use the grant funds received by the town will need to set a scope of work with a contractor. We are currently using Norris Design and we can get a design from them.

MOTION: Council Member David Gaboury motioned to direct staff to prepare a rough sketch of the pilot space on Second Street and to obtain input from the Downtown Development Authority. The motion was seconded and passed with a vote of 6 in favor (Kerst, Turnipseed, Bodenhemier, Gaboury, Bartnik, and Grimmer) and 1 opposed (Solomon).

4. Choose Council Member for Council Letter for Eagle Today

Council Member Gaboury will write the letter. Due date is week of April 26th.

EXECUTIVE SESSION - 9:30 PM

- EXECUTIVE SESSION: Executive Session to hold a conference with the Town Attorney and special counsel to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), and to determine positions
1. relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e), regarding the Powell Annexation Raw Water Agreement and to adjourn the regular meeting at its conclusion.

MOTION: Council Member Scott Turnipseed motioned to enter into EXECUTIVE SESSION: Executive Session to hold a conference with the Town Attorney and special counsel to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e), regarding the Powell Annexation Raw Water Agreement and to adjourn the regular meeting at its conclusion. The motion was seconded and passed with a vote of 7 in favor (Solomon, Kerst, Turnipseed, Bodenhemier, Gaboury, Bartnik, and Grimmer) and 0 opposed.

ADJOURN - 9:45 PM

Approved:

Date:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk



To: Mayor and Town Council
From: Brandy Reitter, Town Manager
Date: April 27, 2021
Re: Town Manager Report

Administration & Organization

Staff continues to work on follow-up from the Town Council meetings. Included is a list of items that staff is tracking in May:

- Public Art Mural Agreement
- Eagle County Wildlife Roundtable Presentation
- Climate Action Collaborative Plan Update Resolution
- Glenwood Springs Broadband Service IGA
- TOE Employee Home Ownership Program Modifications
- Wastewater Rate and Tap Fee Study Presentation

COVID-19 Regional Updates – The pandemic continues to require a lot of resources of the Town. Below are a few updates on the impacts to the organization:

- There are no operational changes to report as the current plan is in place.

The communications team is working on assembling a variety of technology and strategic solutions to improve communications based on feedback from the Town Council work session on April 6. Staff will summarize the effort and report back to council with implementation scenarios.

The region is collaborating on a few initiatives that will come before the Town Council in the future. The Colorado Office of Economic Development and International Trade is inviting communities to participate in the [Colorado COVID-19 Regional Resiliency and Recovery Roadmaps](#) and Eagle County is going to work with managers to prioritize strategies to work on. The group is also working on an Eagle County Colorado Drought Response coordination plan and resolution.

Economic Development & Planning

Economic Development

- Staff has begun discussions and research on a parking fee-in-lieu program. A timeline for the study and deliverables will be presented to the Town Council soon.

Project THOR and Broadband

- The City of Glenwood Springs is reviewing staff comments on the proposed IGA. Staff expects to have legal begin their review on the revised IGA next week.
- Staff spoke with Pathfinder about providing a relay point in Eagle for their fixed wireless service. They would like to use Project THOR for backhaul for its reliability when compared to other current providers.
- Eagle County is still reviewing the facilities plan for the installation of fiber to the County Building, and the Town Network Access Agreement has been revised by the Town's legal team and sent back to the County for review.

Grand Avenue Corridor Study

- Council members and the public are encouraged to go to the social pinpoint page for all engagement activities - <https://eaglecolorado.mysocialpinpoint.com/>
- The walking tour on April 15 was attended by two members of the stakeholder committee, the Town Engineer, Assistant Town Manager, and three members of the consultant team.
- The next scheduled walk is April 29, and future in-person walks will be held Thursday afternoons at 4:30 PM throughout May.
- Economic Planning Systems is holding a meeting for Grand Avenue property holders on April 30 and will be available for one-on-one conversations about specific sites and projects throughout May. This engagement will be captured in the Phase 1 summary report expected at the end of May.
- The next Stakeholder committee meeting is planned for Thursday, May 6 at 9:00 AM.
- The Grand Avenue team met with Solutions NHI on April 22 to discuss strategy and assistance in multicultural community member outreach around the project.

Downtown Broadway

- Norris Design has prepped some conversational graphics to accompany a questionnaire about the proposed temporary use of Second Street. The Downtown Business Alliance will solicit members for feedback the week of April 26.
- A draft of the Downtown Development Plan has been developed by Downtown Colorado, Inc. and will be shared for DDA Board member feedback prior to the next meeting scheduled for Wednesday, May 5 at 5pm.
- Jenn Ooten, Assistant City Manager of Glenwood Springs, spoke to the DDA Board about the Glenwood Springs DDA and their financing of a key parking garage. Financing data has been shared with the Town to assist our parking fee-in-lieu study.

Sustainability Initiatives

- Town staff met with Black Hills Energy on April 22 to discuss their sustainability projects in 2021 and start a conversation on ways that Town facilities may be able to reduce energy consumption.

- Yearout Energy has previous Town Utility billing data and is conducting their initial audit of potential water and energy efficiency savings. This data will determine if the Town would be eligible for a Performance Bond to help finance implementing capital improvements to reduce energy and water use.

Community Survey

- More than 1,200 responses were collected by the time the Community Survey response period closed April 15.
- The Economic Vitality Committee will see a draft of the final report at their meeting April 26 and will prepare feedback for the Council to consider at the May 4 Work Session.

Outreach & Meetings – Updates on participation in community outreach opportunities, regional/community meetings, and project-specific meetings.

- April 28 – Eagle County Community Wildlife Roundtable
- April 28 – TOE and Comcast monthly update
- April 28 – Town Council New Member Orientation
- May 4 – OSRAC meeting
- May 4 – Town Council Work Session
- May 5 – Eagle County Managers Taskforce meeting
- May 7 – CAC Local Government Committee meeting

Sincerely,



Brandy Reitter
Town Manager
Town of Eagle, CO

Town Council Requests – Once items are completed; they are deleted from the list		
Request Date	Request	Status
N/A	Strategy for STR memo	Not Scheduled
N/A	Plan for Mobile vending communication	Not Scheduled
N/A	Set up a LERP sub-committee	Completed
N/A	Agenda Item: Plastic Bag and TREX discussion	Not Scheduled
N/A	Agenda Item: PRV/Hydro	Not Scheduled
N/A	Agenda Item: Fairgrounds annexation	Not Scheduled
N/A	Agenda Item: E-bike policies	Not Scheduled
10/13/2020	10% of tobacco funding for mitigation - policy	Not Scheduled
10/27/2020	Schedule Jacob Smith to come to a Town Council Meeting	Not scheduled
11/10/2020	Be Our Guest: Make it look less like a construction site	In Progress
11/10/2020	Be our Guest: Talk to Kari about one-way traffic on 2 nd St.	Cancelled
1/12/2021	Work session on sustainability and the CAC	Not Scheduled
2/23/2021	\$2K donation to La Plata County Search and Rescue	Completed
3/9/2021	Bring back land donation proposal	Not Scheduled
3/9/2021	EQR Ordinance	In progress
3/9/2021	Work with ERFPD on communication of mitigation programs for residents	Ongoing
3/9/2021	Broadband return un-used funds in loan documents	Not Scheduled
4/13/2021	Future Agenda Item: 2018 Public Presentation Policy	Not Scheduled
4/13/2021	Second Street closure sketch and reprioritization list	Not Scheduled



To: Mayor and Town Council
From: Jenny Rakow, Town Clerk
Date: April 27, 2021

Agenda Item: PUBLIC HEARING: DJ SAXX Inc. d/b/a Brush Creek Saloon - Request for Modification of Premises at 241 Broadway

REQUEST: The Town Council will adjourn into the Liquor License Authority to address this item. The request is for consideration of approval for a modification of premises for DJ Saxx Inc. d/b/a Brush Creek Saloon.

BACKGROUND: In July of 2019, the Town Board (Council) granted approval to explore this pilot program for the Brush Creek Saloon, and this space was used as an outdoor seating area from April 2020 until November 2020.

ANALYSIS: The Town initially worked with the applicant on the parklet design and created a Revocable License Agreement to address the use of the parking spaces on 3rd Street. This space was also reviewed and approved until September 30, 2021, using the Town's Be Our Guest Program guidelines. All Departments reviewed this application and provided input on the application.

COMMUNITY INPUT: This is a public hearing. Notice was published in the newspaper and posted at the location not less than 10 days prior to this hearing. No comments were received by the Town Clerk prior to the meeting.

BUDGET / STAFF IMPACT: Staff impact has been reviewing the application. The budget impact is minimal as it relates to the placement of traffic barriers at the location.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: This item does not have a direct link to a Major Objective, however, it does support "Stimulating Economic Vitality and Development" in the downtown area and also supports "Attracting Visitors" with a visible outdoor amenity, which aligns with the Be Our Guest Program.

RECOMMENDED ACTION OR PROPOSED MOTION: MOTION TO APPROVE OR DENY: Findings and Order approving modification of premises of licensed premises for DJ Saxx, Inc. d/b/a Brush Creek Saloon and directing the Mayor and Town Clerk to sign and submit the application to the State of Colorado.

ATTACHMENTS:

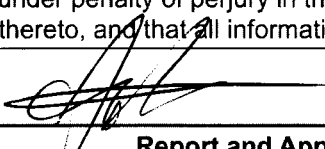
1. 2021 MODIFICATION APPLICATION
2. Notice of Public Hearing - modification
3. NOTICE OF FINDINGS AND ORDER - BRUSH CREEK MODIFICATION 4.27.21

Permit Application and Report of Changes

Current License Number <u>03-10554</u>		
All Answers Must Be Printed in Black Ink or Typewritten		
Local License Fee \$ _____		
1. Applicant is a ☐ Corporation ☐ Individual ☐ Partnership ☐ Limited Liability Company		Present License Number 03-10554
2. Name of Licensee DJ SAXX INC	3. Trade Name BRUSH CREEK SALOON	
4. Location Address 241 BROADWAY STREET		
City EAGLE	County EAGLE	ZIP 81631
SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.		
Section A – Manager reg/change		Section C
• License Account No. _____ ☐ Manager's Registration (Hotel & Restr.) \$75.00 ☐ Manager's Registration (Tavern) \$75.00 ☐ Manager's Registration (Lodging & Entertainment) \$75.00 ☐ Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE		☐ Retail Warehouse Storage Permit (ea) \$100.00 ☐ Wholesale Branch House Permit (ea) 100.00 ☐ Change Corp. or Trade Name Permit (ea) 50.00 ☐ Change Location Permit (ea) 150.00 ☒ Change, Alter or Modify Premises \$150.00 x <u>1</u> Total Fee <u>150.00</u> ☐ Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ ☐ Addition of Related Facility to an Existing Resort or Campus Liquor Complex \$160.00 x _____ Total Fee _____ ☐ Campus Liquor Complex Designation No Fee ☐ Sidewalk Service Area \$75.00
Section B – Duplicate License		
• Liquor License No. _____ ☐ Duplicate License \$50.00		
Do Not Write in This Space – For Department of Revenue Use Only		
Date License Issued	License Account Number	Period
The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.		TOTAL AMOUNT DUE \$.00

Storage Permit	5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit ☐ Retail Warehouse Permit for: ☐ On-Premises Licensee (Taverns, Restaurants etc.) ☐ Off-Premises Licensee (Liquor stores) ☐ Wholesalers Branch House Permit Address of storage premise: _____ City _____, County _____, Zip _____ Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.				
Change Trade Name or Corporate Name	6. Change of Trade Name or Corporation Name ☐ Change of Trade name / DBA only ☐ Corporate Name Change (Attach the following supporting documents) 1. Certificate of Amendment filed with the Secretary of State, or 2. Statement of Change filed with the Secretary of State, <u>and</u> 3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement. <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 50%; padding: 2px;">Old Trade Name</td><td style="width: 50%; padding: 2px;">New Trade Name</td></tr> <tr> <td style="padding: 2px;">Old Corporate Name</td><td style="padding: 2px;">New Corporate Name</td></tr> </table>	Old Trade Name	New Trade Name	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name				
Old Corporate Name	New Corporate Name				
Change of Location	7. Change of Location NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held. Date filed with Local Authority _____ Date of Hearing _____ (a) Address of current premises _____ City _____ County _____ Zip _____ (b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee) Address _____ City _____ County _____ Zip _____ (c) New mailing address if applicable. Address _____ City _____ County _____ State _____ Zip _____ (d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.				

Change of Manager	8. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8). (a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging & Entertainment only) Former manager's name _____ New manager's name _____ (b) Date of Employment _____ Has manager ever managed a liquor licensed establishment? Yes ☐ No ☐ Does manager have a financial interest in any other liquor licensed establishment? Yes ☐ No ☐ If yes, give name and location of establishment _____
Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area	9. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities. (a) Describe change proposed <u>approval for outdoor use of the Parklet on 3RD Street</u> _____ _____ (b) If the modification is temporary, when will the proposed change: Start _____ (mo/day/year) End _____ (mo/day/year) NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00 (c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? (If yes, explain in detail and describe any exemptions that apply) Yes ☐ No ☒ (d) Is the proposed change in compliance with local building and zoning laws? Yes ☒ No ☐ (e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes ☐ No ☒ (f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises. (g) Attach any existing lease that is revised due to the modification. (h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.
Campus Liquor Complex Designation	10. Campus Liquor Complex Designation An institution of higher education or a person who contracts with the institution to provide food services (a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex Yes ☐ No ☐
Additional Related Facility	11. Additional Related Facility To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises. (a) Address of Related Facility _____ (b) Outlined diagram provided Yes ☐ No ☐

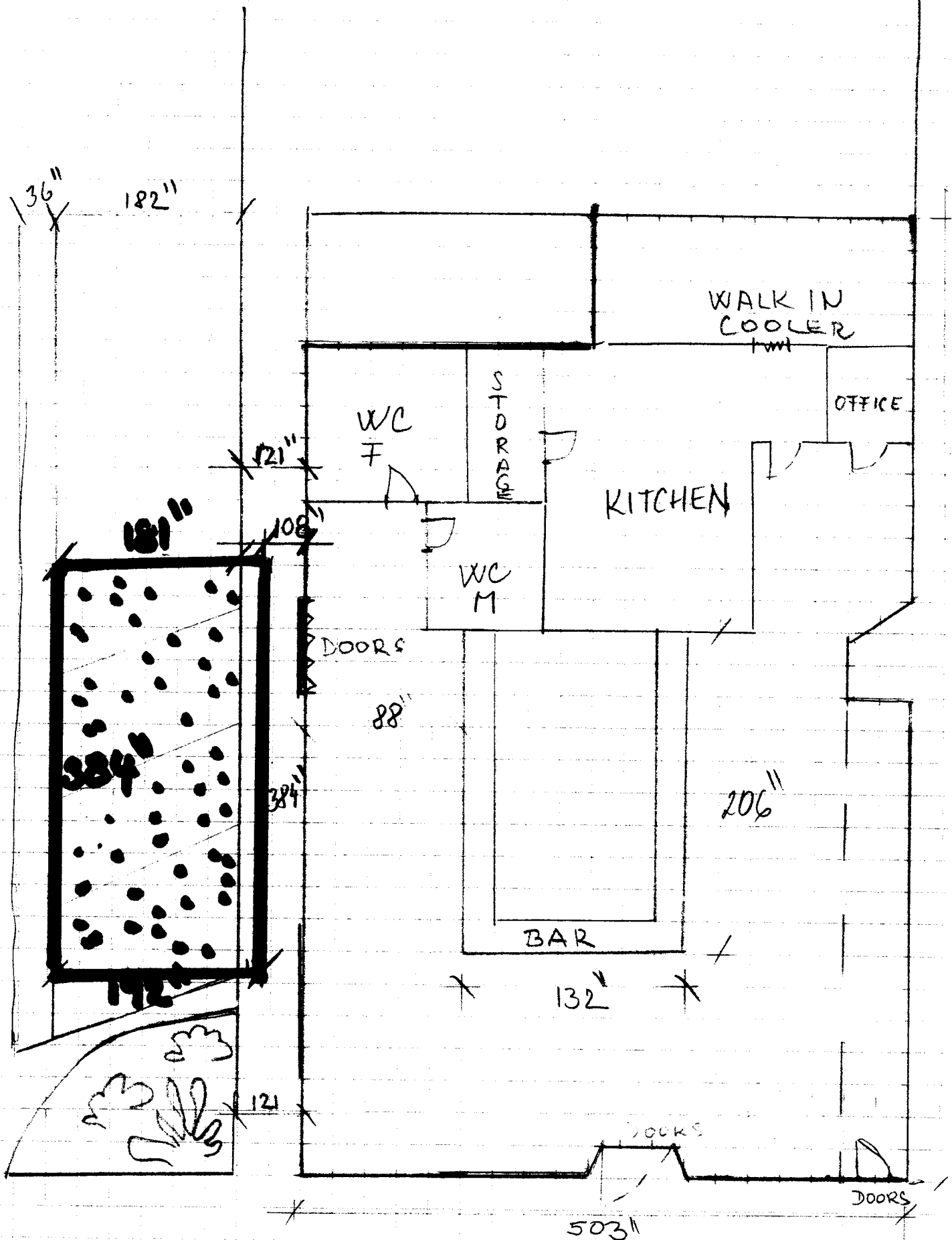
Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature 	Title Owner	Date 04/02/2021
Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.		
Local Licensing Authority (City or County) Town of Eagle		Date filed with Local Authority April 5, 2021
Signature	Title	Date
Report of STATE Licensing Authority		
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.		
Signature	Title	Date



TENT



Brush Creek Saloon





ENCROACHMENT PERMIT

05-2019

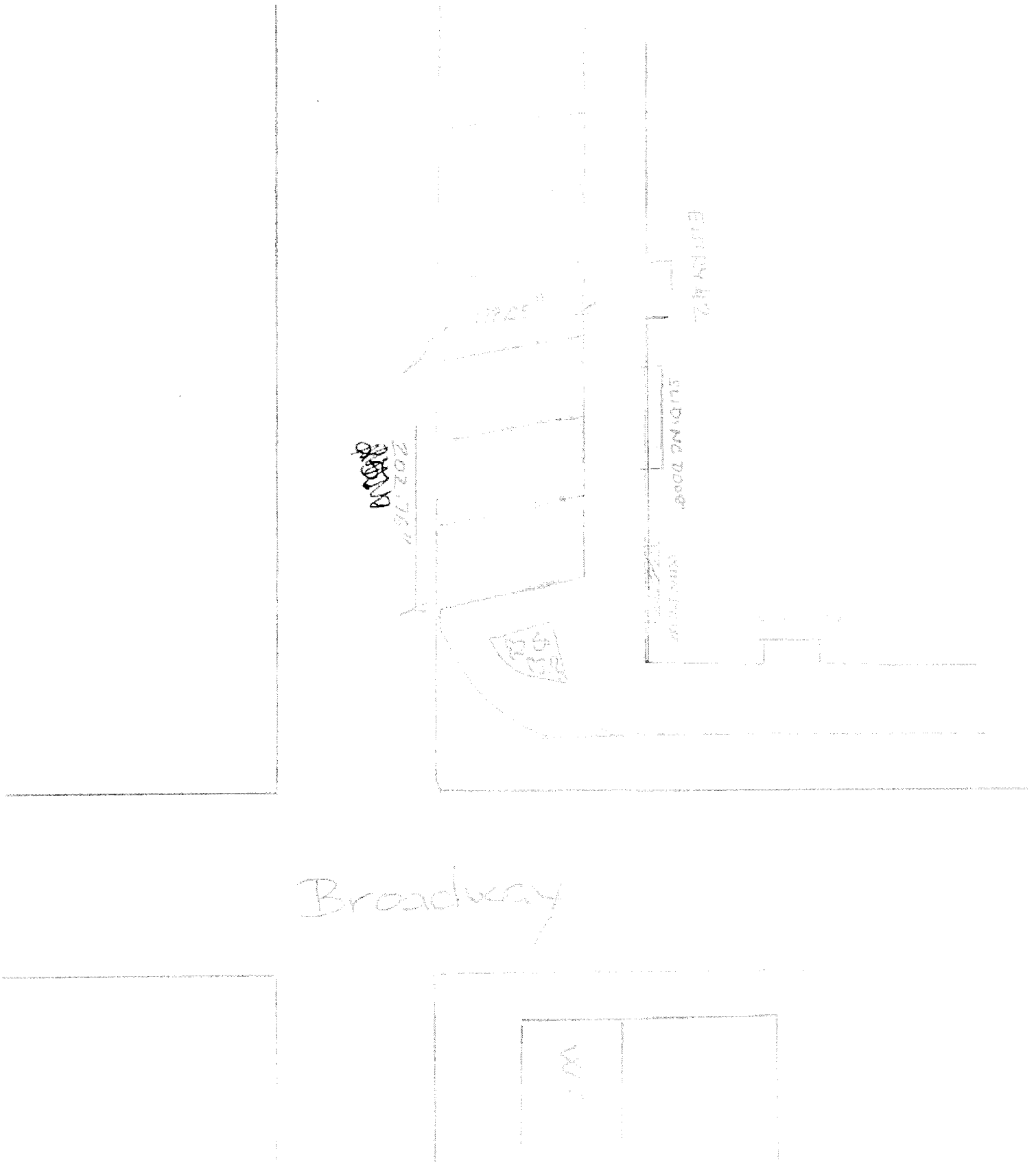
PERMIT #

GENERAL INFORMATION		
Name of Project: Brush Creek Saloon / DJ Saxx Inc.		File Number: EP19-05
Type: ☐ Residential ☒ Commercial ☐ Industrial ☐ Mixed-Use		
Vehicle Dimensions:		# of Parallel Parking Stalls Required: (3) Parking stalls from the North West corner of Broadway and 3rd Street (at the South Side of the Brush Creek Saloon).
Zone Districts: CBD	Associated Files: N/A	
PROPERTY INFORMATION		
Physical Address / Approved Locations: 241 Broadway & Town of Eagle Right-of-Way (Parklet Patio to the South of the Property).		
SPECIAL CONDITIONS		
Patio parklet seating is hereby granted for the following approved locations within Town of Eagle Right-of-Way (see attached Exhibit A - Site Location). An Encroachment Permit will not be considered to be active until a signed Revocable License Agreement has been received by town staff. The grant of the use of public right of way or public property shall be subject always to the Town's ownership of the right-of-way and the public health, safety and welfare. On a case-by-case basis, the town reserves the right to temporarily suspend the encroachment permit to accommodate Special Events in the right-of-way. In cases where that is required, town will give 30-days' notice to the permit holder. Patio parklet plans must be submitted to the Building Official for review and comment. This Encroachment Permit in no way shall infer any approval or denial made by the Building Department at the Town of Eagle.		
ISSUED TO		
Name: Jan Balas / Brush Creek Saloon / DJ Saxx Inc.	Phone Number:	Email: ascc.hanz@gmail.com
Mailing Address: 241 Broadway, Eagle, CO 81631		
NOTICE		
Pursuant to Chapter 5.06. - Sales within the Public Rights-of-Way and on other Public Property and Section 9.28.070. - Encroachment Permits are subject to all rules and regulations as established by the Town of Eagle's Municipal Code and the signed Encroachment License Agreement.		

Approved for Issuance by: Chad Phillips
Town Planner

July 20, 2020
Date: _____

Exhibit A - Site Location



REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (the "Agreement") is made this 12 day of March by and between the Town of Eagle, COLORADO, a Colorado statutory municipality with a legal address of 200 Broadway Street, Eagle, Colorado 81631 (the "Town"), and DJ Saxx Inc with a legal address of 241 Broadway ("Licensee").
24 Eagle CO 81631

For and in consideration of the sum of two hundred and fifty dollars (\$250.00) paid by the Licensee to the Town, the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. LICENSE

Licensee desires to obtain a License to occupy approved locations throughout the Town of Eagle as depicted in Exhibit A – Site Locations, attached hereto and incorporated herein by this reference (the "Property"). Subject to all the terms and conditions hereto, the Town hereby grants to Licensee a license to occupy and use the Property for the purpose set forth in Section 2 hereof.

SECTION 2. PURPOSE

The Property may be used and occupied by the Licensee for the purpose of Parklet at locations as approved in Exhibit A.

SECTION 3. TERMINATION

Either party may terminate this Agreement by giving written notice to the other party specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date specified therein. The grant of the use of public right of way or public property shall be subject always to the Town's ownership of the right of way and the public health, safety and welfare.

SECTION 4. MAINTENANCE

Licensee shall not make any changes or construct any permanent fixtures at any Town Property. Licensee shall deposit any accumulated business trash in permitted trash receptacles at licensees' own expense. Business trash shall not be deposited in public trash receptacles or any public utility or sewer. The licensee will ensure that parking laws are adhered to by customers of the mobile street boutique.

SECTION 5. DAMAGE TO PROPERTY

Licensee shall be responsible for all damage to the Property arising out of or resulting from the use of the Property by the Licensee, its agents, employees, visitors, patrons and invitees. The Town shall notify Licensee immediately upon discovery of any damage to the Property.

Licensee shall correct and repair the damage within one (1) week of notification or knowledge of the damage unless otherwise directed by the Town.

SECTION 6. INDEMNIFICATION

Licensee shall indemnify, hold harmless and defend the Town and its representatives, officers, employees, agents, and contractors from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney fees, arising from or in any way connected with injury to or the death of any person or physical damage to any property resulting from any act, omission, condition, or other matter related to or occurring on or about the Property under this Agreement. Licensee agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at his sole expense, or, at the option of the Town, agrees to pay the Town or reimburse the Town for the defense costs incurred by the Town in connection with any such liability, claims or demands. Licensee also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent.

SECTION 7. INSURANCE

Licensee agrees to procure an insurance policy which includes and covers the Property that is the subject of this Agreement, and to name the Town as an additional insured thereon. Such insurance policy shall at a minimum include liability and property damage insurance, with a combined single limit for bodily injury and property damage of one million dollars (\$1,000,000) per person and town million dollars (\$2,000,000) per occurrence. A Certificate of Insurance showing the Town as an additional insured shall be provided to the Town within thirty (30) days of execution of this Agreement, and annually thereafter. The failure to provide the Certificate of Insurance shall be grounds for immediate termination of this Agreement and revocation of the license granted herein.

SECTION 8. NOTICES

Any notice given pursuant to this Agreement by either party to the other shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To the Town: Town of Eagle
 Attn: Community Development Department
 200 Broadway
 Eagle, CO 81631

To Licensee:

SECTION 9. MISCELLANEOUS

A. Agreement Binding. This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto, subject to any other conditions and covenants contained herein.

B. Applicable Law and Venue. The laws of the State of Colorado and applicable federal, state and local laws, rules, regulations and guidelines shall govern this Agreement, and the venue for any legal proceeding arising out of this Agreement shall be Eagle County, Colorado.

C. Amendment. This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.

D. Headings. The headings of the sections of this Agreement are inserted for reference purposes only and are not restrictive as to content.

E. Assignment. Licensee may not assign or transfer this Agreement, except upon the express written authorization of the Town.

F. No Third-Party Beneficiaries. Except as expressly provided herein, there are no intended third-party beneficiaries to this Agreement.

G. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

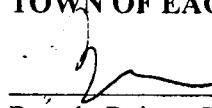
H. Governmental Immunity. Nothing herein shall be construed as a waiver of any protections or immunities the City may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

I. Integration. The foregoing constitutes the entire agreement between the parties and no additional or different oral representation, promise, or agreement shall be binding on any of the parties hereto with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective the day and year first above written.

TOWN OF EAGLE

By:



Brandy Reitter, Town Manager

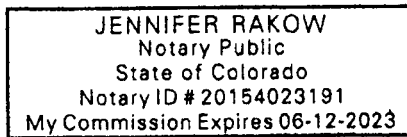
LICENSEE:

STATE OF COLORADO)
COUNTY OF Eagle) ss.

Subscribed, sworn to and acknowledged before me this 12th day of March,
2020, by Jan Balas.

My Commission expires 6-12-2023.

(SEAL)



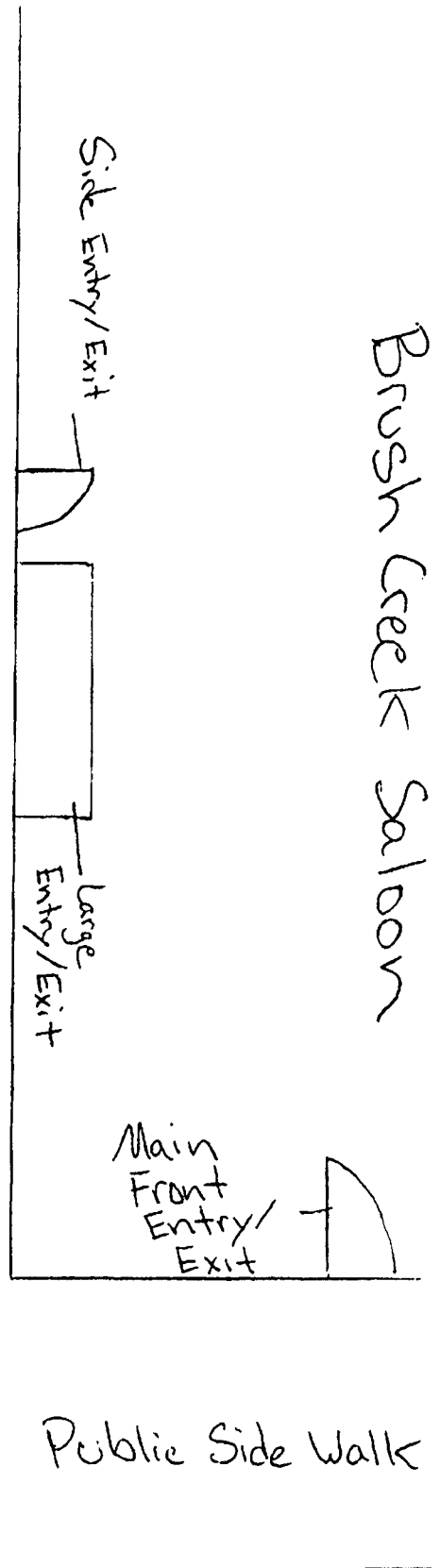
Jennifer Rakow
Notary Public

Jan Balas

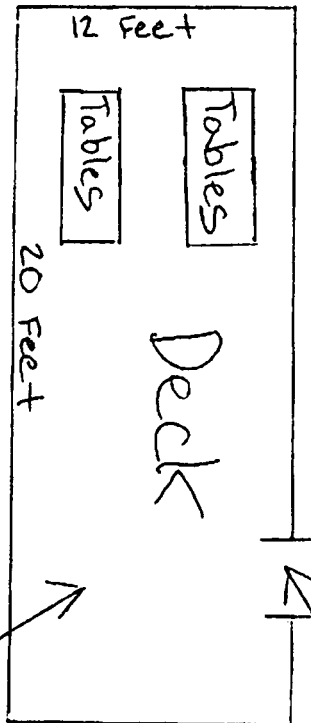
A large, stylized handwritten signature of Jan Balas, written in dark ink.

3-12-2020

Brush Creek Saloon



Public Side Walk



Entry/Exit for deck
32 inch entry which is
wheelchair Accessible

— Proposed changes for the licensed
Premises would be adding Deck to
current licensed premises.

← 3rd Street →

← Broadway Street →



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: 970-328-6868 Fax: 970-328-6671

ALLEN INSURANCE AGENCY, INC.

PO BOX 610

EAGLE CO 81631

CONTACT NAME: Allen Insurance Agency, Inc.

PHONE (A/C, No, Ext): 970-328-6868

FAX (A/C, No): 970-328-6671

E-MAIL ADDRESS: alleninsurance@centurytel.net

PRODUCER CUSTOMER ID: 22066

INSURED

D J SAXX INC

DBA THE BRUSH CREEK SALOON

PO BOX 2212

EAGLE CO 81631

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : UNITED STATES LIABILITY INSURANCE GROUP

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER: 8072

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		CP1677538 B	06/05/20	06/05/21	
	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED. EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PRO-JECT ☐ LOC						
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS \$
							OTH FR \$
							E.L. EACH ACCIDENT \$
							E.L. DISEASE-EA EMPLOYEE \$
							E.L. DISEASE-POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

TOWN OF EAGLE
PO BOX 609
EAGLE, CO 81631

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Attention:

ACORD 25 (2009/09)

© 1988-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):

Effective Date: 06/05/2020

TOWN OF EAGLE

PO BOX 609

EAGLE, CO 81631

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

SCHEDULE

Name of Person or Organization:

Effective Date: 06/05/2020
TOWN OF EAGLE
PO BOX 609
EAGLE, CO 81631

(*If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the SCHEDULE as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

PUBLIC NOTICE
TOWN OF EAGLE
MODIFICATION OF PREMISES

DJ SAXX, INC. D/B/A BRUSH CREEK SALOON HAS APPLIED FOR A MODIFICATION OF PREMISES TO SERVE MALT, VINOUS AND SPIRITUOUS LIQUOR LOCATED AT: 241 BROADWAY. AFFECTED PERSONS MUST FILE WRITTEN PROTEST PRIOR TO APRIL 27, 2021 ATTENTION:

TOWN CLERK
PO BOX 609
200 BROADWAY
EAGLE, CO 81631

OR VIA EMAIL TO CLERK@TOWNOFEAGLE.ORG

HEARING ON APPLICATION TO BE HELD VIA VIRTUAL MEETING ON APRIL 27 2021 AT 6:00 P.M.

By: **Jenny Rakow**
Town Clerk

Published: April 15, 2021 Eagle Valley Enterprise
April 15, 16, 17 & 18, 2021 Vail Daily



BEFORE THE TOWN OF EAGLE LIQUOR LICENSING AUTHORITY

200 BROADWAY
PO BOX 609
EAGLE CO 81631

FINDINGS AND ORDER APPROVING MODIFICATION OF LICENSED PREMISES

IN THE MATTER OF

Modification of Premises
DJ Saxx Inc d/b/a Brush Creek Saloon
Address: 241 Broadway, Eagle, CO

Having considered the application of Jan Balas Owner of DJ Saxx Inc. d/b/a Brush Creek Saloon for a Modification of Premises for an addition of an outdoor patio, and all attachments submitted therewith (the "Application"), having held a public hearing on the Application on April 27, 2021 following due and proper notice, all in accordance with the Colorado Liquor Code, 44-3-202(1)(b), 44-3-202(2)(a)(I)(A), and 44-3-202(2)(a)(I)(D), C.R.S. and having considered all relevant and competence evidence admitted at the said hearing, the Local Licensing Authority FINDS THE PROPOSED MODIFICATION WILL MEET THE FOLLOWING:

1. The reasonable requirements of the neighborhood and desires of the adult inhabitants;
2. The licensee will have possession of the premises with a Revocable License Agreement.
3. The proposed modification is immediately adjacent to the licensed premises and will comprise a definite contiguous area;
4. The proposed modification is in compliance with the applicable zoning laws of the Town of Eagle;
5. The proposed modification protects the economic and social welfare and the health, peace, and morals of the people.
6. Plans and specifications identifying the area accompanied the form and the fee has been paid.

BASED UPON THE FOREGOING, THE LOCAL LICENSING AUTHORITY HEREBY ORDERS that the application of Jan Balas Owner of DJ Saxx, Inc. d/b/a Brush Creek Saloon for a Modification of Premises is hereby GRANTED until September 30, 2021.

DATED this 27th day of April 2021

LOCAL LIQUOR LICENSING AUTHORITY
TOWN OF EAGLE

Scott Turnipseed, Chair

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor Turnipseed and Town Council

From: Chad Phillips, Community Development Director
Peyton Heitzman, Planner I

Date: April 27, 2021

Agenda Items: Resolution 38, Series 2021, A Resolution of the Town Council of Eagle, Colorado Accepting a Petition for Annexation of a Parcel of Land Located in Unincorporated Eagle County and Setting a Public Hearing on the Annexation (1819 Brush Creek Road Annexation)

REQUESTS: Determine if the Annexation application of 4.387 acres known as the 1819 Brush Creek Road Annexation, located at 1819 Brush Creek Road, is in substantial compliance with statutory annexation requirements and set a public hearing for the application on June 8, 2021.

BACKGROUND: The proposed 1819 Brush Creek Road Annexation is located south of Brush Creek Road, accessed approximately 0.10 miles east of Sylvan Lake Road. The property is owned by Little Horn LLC and managed by Catherine and Scott Turnipseed.

The applicants are requesting to zone the property to Rural Residential (RR). The zoning application will be processed concurrently with the Annexation application. If Town Council determines the application to be in substantial compliance, staff will present the application with proposed zoning to the Planning Commission on May 18, 2021 for consideration and recommendation.

The attached resolution initiates the public notice requirement for annexations, which will be conducted by Town staff. The Community Development Department will also notice the associated land use applications (e.g., zoning) according to the provisions of the Town of Eagle Land Use and Development Code.

ANALYSIS: Town staff, including the Town Attorney, finds the Annexation Petition for 1819 Brush Creek Road to be in substantial compliance with Section 31-12-107(1) C.R.S.

COMMUNITY INPUT: None.

BUDGET: None. The applicants have agreed to reimburse the Town for expenses and fees incurred by the Town in reviewing and processing the land use applications.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: Town Council is only considering whether the petition is in substantial compliance. Analysis of this application against the Strategic Plan will take place during the public hearing.

RECOMMENDED ACTION OR PROPOSED MOTION: A motion to **APPROVE** Resolution 38, Series 2021, “A Resolution of the Town Council of Eagle, Colorado Accepting a Petition for Annexation of a Parcel of Land Located in Unincorporated Eagle County and Setting a Public Hearing on the Annexation (1819 Brush Creek Road Annexation).”

ATTACHMENTS:

- Land Use and Development Application
- Annexation Petition
- Annexation Process Flowchart
- Resolution 38, Series 2021



TOWN OF EAGLE
COMMUNITY DEVELOPMENT
200 BROADWAY • PO BOX 609 • EAGLE, CO 81631
PHONE: 970-328-9655 • FAX: 970-328-9656
www.townofeagle.org

LAND USE & DEVELOPMENT APPLICATION

Pursuant to the Land Use & Development Code, Title 4

ZONING REVIEW	DEVELOPMENT REVIEW	SUBDIVISION REVIEW
☐ Special Use Permit	☐ Minor Development Permit	☐ Concept Plan
☐ Zoning Variance	☐ Major Development Permit	☐ Preliminary Plan
☒ Rezoning		☐ Final Plat
☐ Temporary Use Permit	PLANNED UNIT DEVELOPMENT (PUD) REVIEW	☐ Lot Line Adjustment
☐ Amendment to Zone District Regulations	☐ PUD Zoning Plan	☐ Condominium / Townhouse
☐ Encroachment Permit	☐ PUD Development Plan	☐ Minor Subdivision
☒ Annexation		

PROJECT NAME 1819 Brush Creek Road Annexation

PRESENT ZONE DISTRICT N/A **PROPOSED ZONE DISTRICT** Rural Residential
(if applicable)

LOCATION

STREET ADDRESS 1819 Brush Creek Road, Eagle, CO

PROPERTY DESCRIPTION Homesite 2, The Colorado River & Eagle Company Rural Homesites, Eagle County, Colorado, according to the Final Plat thereof, as filed for record on February 6, 1984 at Reception No. 274205 in the Clerk and Recorder's Office, County of Eagle, State of Colorado

SUBDIVISION _____ **LOT(S)** _____ **BLOCK** _____
(attach legal description if not part of a subdivision)

DESCRIPTION OF APPLICATION/PURPOSE Annexation and rezoning of a 4.387 acre parcel contiguous to Town of Eagle property.

APPLICANT NAME Joanna Hopkins - Hopkins Development Strategies **PHONE** 970.471.4945

ADDRESS PO Box 4388, Vail, CO 81658 **EMAIL** joanna@hdscolorado.com

OWNER OF RECORD Little Horn, LLC **PHONE** _____

ADDRESS PO Box 1990, Eagle, CO 81631 **EMAIL** _____

REPRESENTATIVE* _____ **PHONE** _____

ADDRESS _____ **EMAIL** _____

*A representative must submit an affidavit or power of attorney signed by the property owner of record authorizing the representation.

APPLICATION SUBMITTAL ITEMS:

The following submittal materials must be submitted in full before the application will be deemed complete (please check all items that are being submitted):

- ☐ Applicable fees and deposits.
- ☐ Project Narrative, describing the project, its compliance with any applicable review criteria, any impacts to the surrounding area, and any other relevant information.
- ☐ Surrounding and interested Property Ownership Report (see project specific checklist for more information).
- ☐ Proof of Ownership (ownership & encumbrance report) for subject property.
- ☐ Site Plan, drawn to scale and depicting the locations and boundaries of existing and proposed lots and structures.
- ☐ Project specific checklist.

FEES AND DEPOSITS:

See Eagle Municipal Code Section 4.03.080

1. Application fees shall be paid in full at the time of the filing of the application and unless paid, the application shall not be deemed complete. All fees are nonrefundable.
2. As described in Eagle Municipal Code § 4.03.080, third-party consultants may be necessary for the review and processing of applications. These costs ("pass-through costs") must be paid by the applicant. If pass-through costs are expected, the applicant must pay a deposit at the time the application is filed. If at any time the deposit does not fully cover the pass-through costs, the applicant must pay another subsequent deposit before the Town will continue processing the application.
3. The Town may withhold the recording of any Subdivision Final Plat or Development Plan or the signing of any Resolution or Ordinance until all pass-through fees are paid in full.
4. Within 30 days of approval or denial of an application, any remaining deposit shall be returned to the applicant. If an application is withdrawn, any remaining deposit shall be returned to the applicant within 60 days.

I have read the application form and certify that the information contained herein is correct and accurate to the best of my knowledge. I understand that it is my responsibility to provide the Town with accurate information related to this application. I UNDERSTAND THAT FILING AN APPLICATION IS NOT A GUARANTEE THAT THE APPLICATION WILL BE APPROVED.

Signature

Date

FOR OFFICE USE ONLY			
DATE RECEIVED _____	BY _____	FILE NUMBER _____	
REVIEW FEE _____	DATE PAID _____	RECEIVED BY _____	
DATE CERTIFIED COMPLETE _____		BY _____	
P&Z HEARING DATE _____	DECISION _____		
BOT HEARING DATE _____	DECISION _____		

PETITION FOR ANNEXATION

1819 BRUSH CREEK ROAD

TO: TOWN COUNCIL, TOWN OF EAGLE, COLORADO

RE: PETITION FOR ANNEXATION FOR THE 1819 BRUSH CREEK ANNEXATION TO THE TOWN OF EAGLE
AS SET FORTH IN EXHIBIT "A" ATTACHED HERETO.

The undersigned Petitioner, in accordance with the provisions of Sections 31-12-101, *et. seq.*, C.R.S., the Municipal Annexation Act of 1965, hereby petitions the Town Council of the Town of Eagle, Colorado ("Town") for annexation to the Town of the land described in Exhibit "A" attached hereto and incorporated herein (the "Property"), which is currently in the County of Eagle, State of Colorado.

The Petitioner further states to the Town Council of the Town as follows:

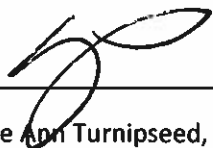
1. That it is desirable and necessary that the Property be annexed to the Town.
2. That the Property meets the requirements of Sections 31-12-104 and 31-12-105, C.R.S. in that:
 - a. Not less than one-sixth ($1/6^{\text{th}}$) of the perimeter of the Property is contiguous with the Town.
 - b. A community of interest exists between the Property and the Town; the Property is urban or will be urbanized in the near future; and the Property is integrated or is capable of being integrated with the Town.
 - c. The Petitioner, Little Horn, LLC, Catherine Ann Turnipseed, Manager, is the owner of 100% of the Property, and hereby consents to the establishment of the boundaries of this territory as shown on the annexation map submitted herewith.
 - d. The Property is not presently part of any incorporated city, city and county, or town; nor have annexation proceedings been commenced for the annexation to another municipality or part or all of the Property; nor has any election for annexation of the Property or substantially the same territory to the Town, been held within twelve (12) months immediately preceding the filing of this Petition.
 - e. The annexation of the Property will not result in the detachment of area from any school district and the attachment of the same to another school district
 - f. The annexation of the Property will not have the effect of extending the boundary of the Town more than three (3) miles in any direction from any point of the Town's boundary in any one (1) year.
 - g. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the Property.
 - h. Reasonable access shall not be denied to landowners, owners of an easement, or the owners of a franchise, adjoining any platted street or alley annexed by the Town but not bounded on both sides by the Town.

- i. The requirement of C.R.S. Sections 31-12-105 exist or have been met.
- j. Petitioner reserves the right to withdraw this Petition at any time prior to the Town's final approval of the annexation.

Therefore, Petitioner respectfully requests that the Town Council of the Town of Eagle, Colorado approve the annexation of the Property pursuant to the provisions of the Municipal Annexation Act of 1965, as amended.

Signature of Landowner/Petitioner

Little Horn, LLC



Catherine Ann Turnipseed, Manager

Date of Signature: 3.4.21

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this 4th day of March, 2021, by Catherine Ann Turnipseed as Manager of Little Horn, LLC.

My commission expires: 9/13/2024

Witness my hand and official seal



Notary Public

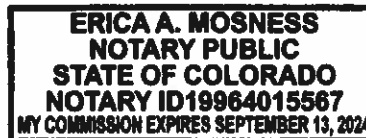


EXHIBIT A

HOMESITE 2, THE COLORADO RIVER & EAGLE COMPANY RURAL HOMESITES

Nos. 1,2 & 3

Part of Northeast Quarter Section 9, Township 5 South, Range 84 West 6th P.M.

County of Eagle, State of Colorado

EXHIBIT B

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, who being first duly sworn upon oath, deposes and says: that he was the circulator of the foregoing Petition for Annexation of Powell Park to the Town of Eagle, Colorado, that each signature thereon was witnessed by your affiant and is the signature of the person whose name it purports to be.



Circulator

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this 4th March day of ~~February~~, 2021, by Catherine Ann Turnipseed as Manager of Little Horn, LLC.

My commission expires: 9/13/2024

Witness my hand and official seal



Notary Public

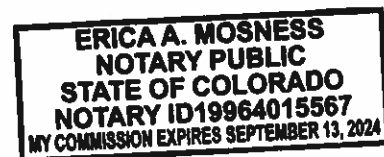


EXHIBIT C

ANNEXATION MAP

LAND SURVEY PLAT AND ANNEXATION

The Colorado River & Eagle Company
Homesite 2,
Rural Homesites Nos 1, 2 & 3
Part of Northeast Quarter of Section 9,
Township 5 South, Range 84 West 6 th P.M.
County of Eagle, State of Colorado

LEGAL DESCRIPTION AND CERTIFICATE OF DEDICATION AND OWNERSHIP
Know all men by these presents that Little Horn LLC, being sole owner(s) in fee simple, of 100 percent of that real property, exclusive of streets and alleys herein, situated in Eagle County, Colorado described as follows:
Homesite 2, The Colorado River & Eagle Company Rural Homesites, Eagle county Colorado, according to the Final Plat thereof, as filed for record on February 6, 1984 at Reception No. 274205 in the Clerk and Recorder's Office, County of Eagle, State of Colorado containing 4.387 Acres more or less; have by these presents laid out and platted the same as shown hereon and designate the same as THE COLORADO RIVER & EAGLE COMPANY RURAL HOMESITES NOS 1, 2, & 3 Annexation to the Town of Eagle, County of Eagle, State of Colorado.

EXECUTED this ____ day of _____, A.D. 20__.
Owner: Little Horn LLC
P. O. Box 1990
Eagle, Colorado 81631

STATE OF COLORADO)
COUNTY OF EAGLE) SS

The foregoing Certificate of Dedication and Ownership was acknowledged before me this ____ day of _____, A.D. 20__, by Scott Turnipseed as _____ of Little Horn LLC.

My Commission expires _____
Witness my hand and official seal.

(SEAL) _____
Notary Public

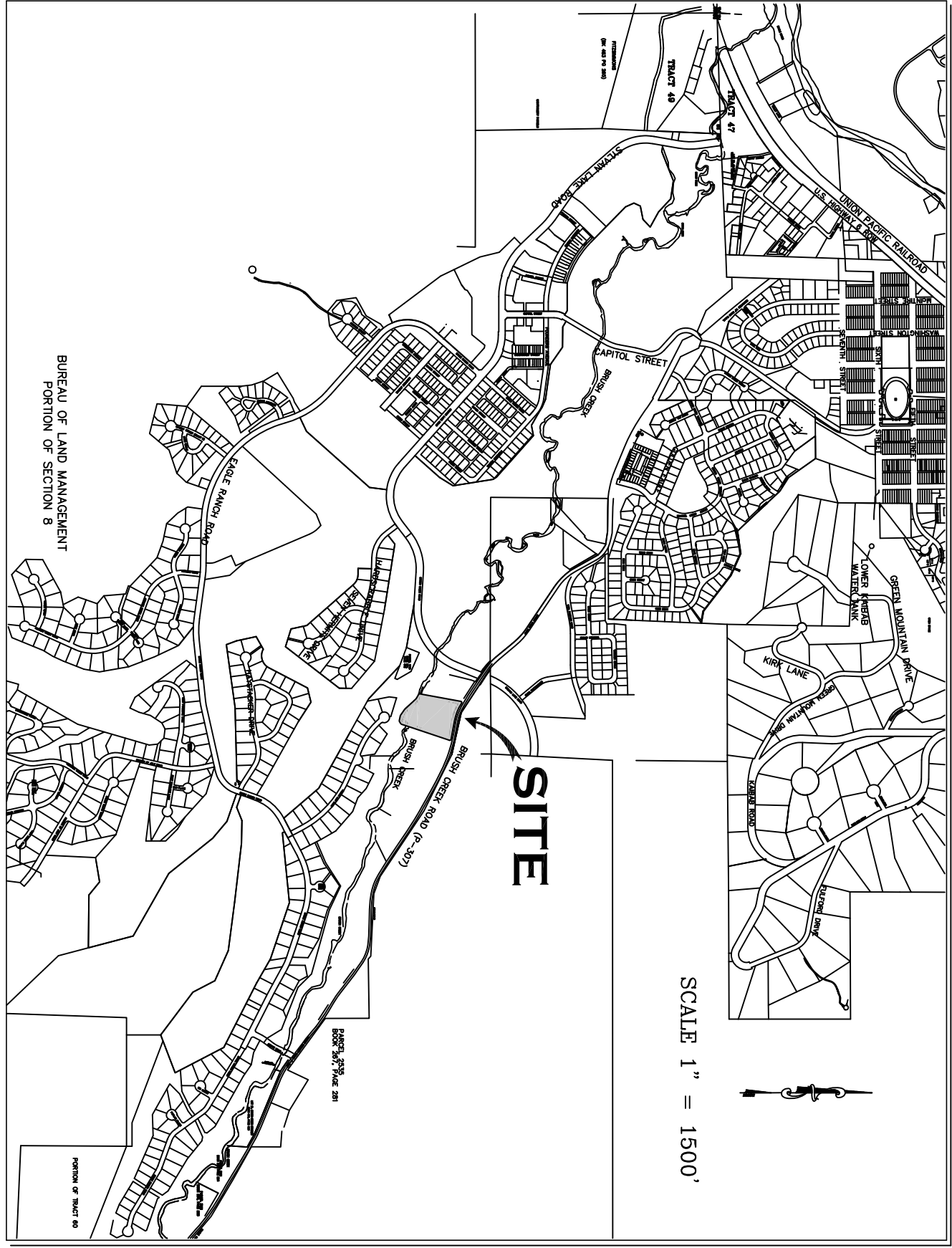
MORTGAGEE OR LIENHOLDERS CERTIFICATE
_____ does hereby certify that it is the holder of a Deed of Trust against the lands shown on this Plat and hereby consents to the Annexation to the Town of Eagle, of the lands shown hereon.

Mortgagee: _____, as _____.

Address: _____

My Commission expires _____
Witness my hand and official seal.

(SEAL) _____
Notary Public



SITE FALLS IN
PORTION OF NORTHEAST QUARTER OF SECTION 9
TOWNSHIP 5 SOUTH, RANGE 84 WEST, 6th P.M.

LAND USE SUMMARY			
PARCEL	LAND USE	AREA	Address
HOMESITE 2	Residential	4.387 Acres	1819 Brush Creek Rd
TOTAL		4.387 ACRES	

SURVEYORS CERTIFICATE

I, Matthew S. Slagle, a Professional Land Surveyor licensed under the laws of the State of Colorado, do hereby certify that this survey was made under my direct supervision and that the information hereon is correct to the best of my knowledge and belief, and that no less than one-sixth (1/6) of the perimeter of the area as shown hereon is contiguous with the existing boundaries of the Town of Eagle, Colorado.

Executed this ____ day of _____, 20__.



Matthew S. Slagle, PLS 34998
Professional Land Surveyor
State of Colorado

TOWN COUNCIL CERTIFICATE

The Town Council of the Town of Eagle, Colorado, by Resolution No. _____, duly adopted on the ____ day of _____, 20__, found and determined that annexation of the property designated herein complies with the requirements contained in Article 12, Title 31, C.R.S., as amended and that said property is eligible for annexation to the Town of Eagle. The Town Council of the Town of Eagle, Colorado, by Ordinance No. _____, duly adopted on the ____ day of _____, 20__, did annex the property described hereon to the Town of Eagle, Colorado. _____

TITLE CERTIFICATE

_____ does hereby certify that it has examined the title to all lands shown upon this Plat and that title to such lands is vested in _____, free and clear of all liens, taxes and encumbrances, except as follows:

AGENT _____

CERTIFICATE OF TAXES PAID

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due and payable as of _____ upon all parcels of real estate described on this Plat are paid in full.

Dated this ____ day of _____, A.D. 20__.

Treasurer of Eagle County, Colorado

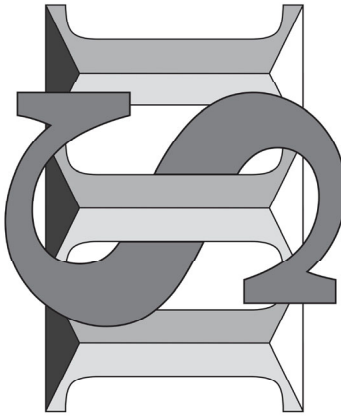
SURVEYOR'S NOTES:

- 1) Survey Date: February 2021.
- 2) Basis of Bearing: S 25°53'55" E between found survey monuments marking the Northwest Corner and witness corner to the Southeast Corner both of Homesite 2, subject parcel, as shown and described hereon. This Bearing is based off the hereon referenced Final Plat of The Colorado River and Eagle Company Rural Homesites Nos 1, 2, & 3.
- 3) The purpose of this Land Survey Plat and Annexation is to depict contiguity of the subject parcel with the existing Town of Eagle Boundary also in conformance with CRS 38-51-106. This contiguity is 863.58' / 1751.82' or 1/2.03 and 49% of total Boundary perimeter.
- 4) Posted Address: 1819 Brush Creek Road.
- 5) This survey was performed without the aid of a title commitment or policy.
- 6) Location of Boundary lines, Improvements, and Easements are based upon Warranty Deed recorded as Reception No. 201809156, Final Plat of The Colorado River and Eagle Company Rural Homesites Nos 1, 2, & 3 and survey monuments found, along with reference to the Final Plat of Eagle Ranch Filing No. 3, recorded as Reception No. 718009. In regards to the southern Boundary of the subject Parcel, Homesite 2, and its contiguity with lands platted with Eagle Ranch Filing No. 1 and 3, it is the belief of this surveyor that the intention of the plat of The Colorado River and Eagle Company Rural Homesites Nos 1, 2, & 3 to hold the geometry given on said plat or the then centerline of Brush Creek. This is held due to wording in legal description of said plat stating the same. The Eagle Ranch plat hold the Boundary of The Colorado River and Eagle Company Rural Homesites Nos 1, 2, & 3 as senior and contiguous with.
- 7) Lineal Units of the U.S. Survey Foot were used herein.

CLERK AND RECORDERS CERTIFICATE

This Plat was filed for record in the Office of the Clerk and Recorder at _____ o'clock _____, on this ____ day of _____, 20__, and is duly recorded at Reception No. _____.

By: _____
Clerk and Recorder
Deputy _____



SLAGLE SURVEY SERVICES

800 Castle Drive - P.O. Box 751 Eagle, Colorado 81631
970.471.1499 Office mathew@slaglesurvey.com
www.SlagleSurvey.com

LAND SURVEY PLAT AND ANNEXATION

Homesite 2,
The Colorado River & Eagle Company
Rural Homesites Nos 1, 2 & 3

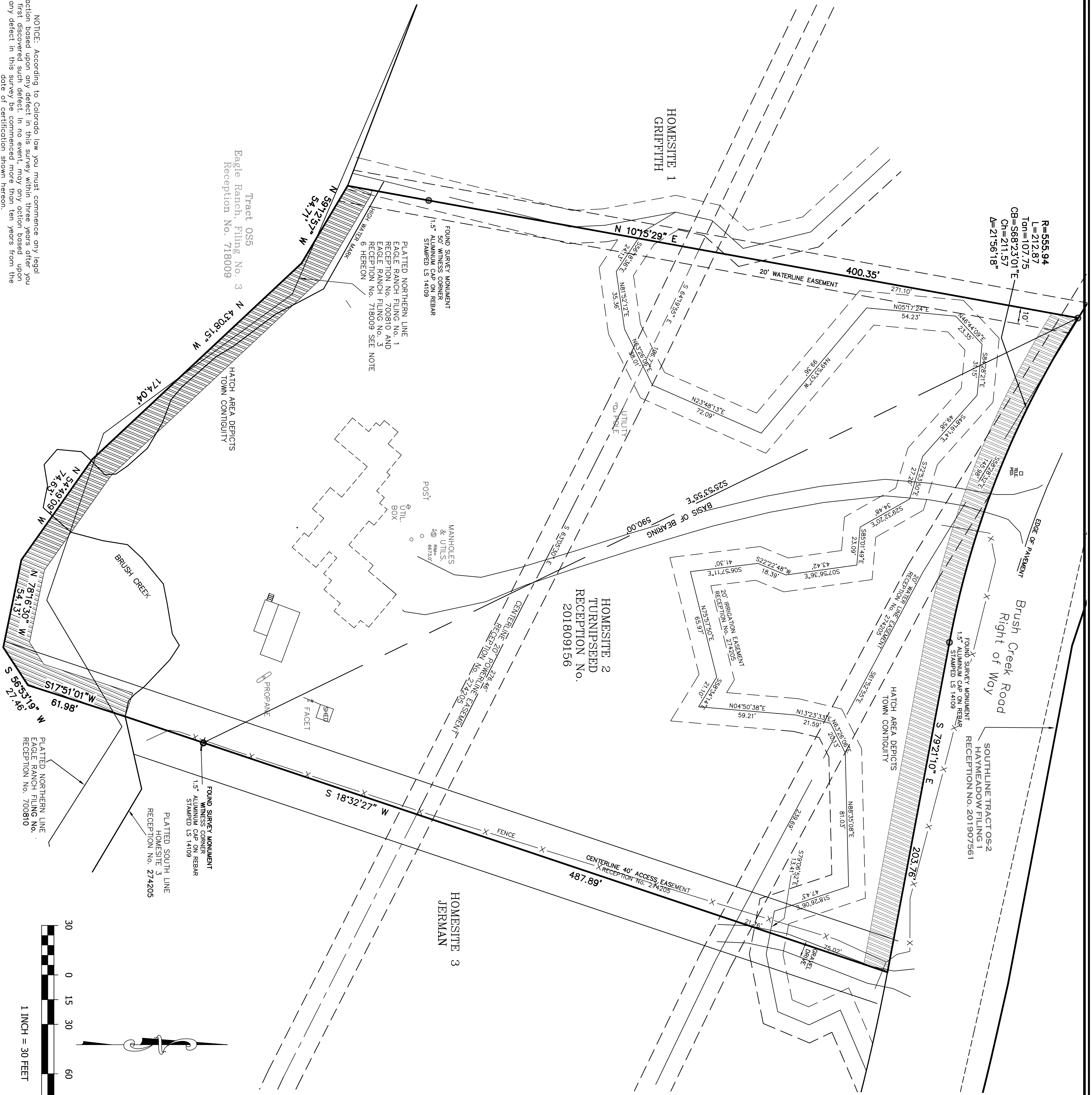
DRAWN BY:	ISSUED BY:	DRAWING NAME:
MSS	19047	15047 Annex.dwg
SHEET 1 OF 2		DATE: 02-10-2021

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

LAND SURVEY PLAT AND ANNEXATION

Homestead 2,
The Colorado River & Eagle Company
Rural Homesteads Nos 1, 2 & 3
Part of Northeast Quarter of Section 9,
Township 5 South, Range 84 West 6 th P.M.
County of Eagle, State of Colorado

SHEET 2 OF 2



Matthew S. Stagle P.L.S. 34998
Professional Land Surveyor
State of Colorado

Revised Additional Topo 05-28-2020 MSS
Revised Setback 01-09-2020 MSS

SLAGLE SURVEY SERVICES

800 Castle Drive - P.O. Box 751 Eagle, Colorado 81631
970.471.1499 Office matthew@slaglesurvey.com
www.SlagleSurvey.com

Land Survey Plat and Annexation

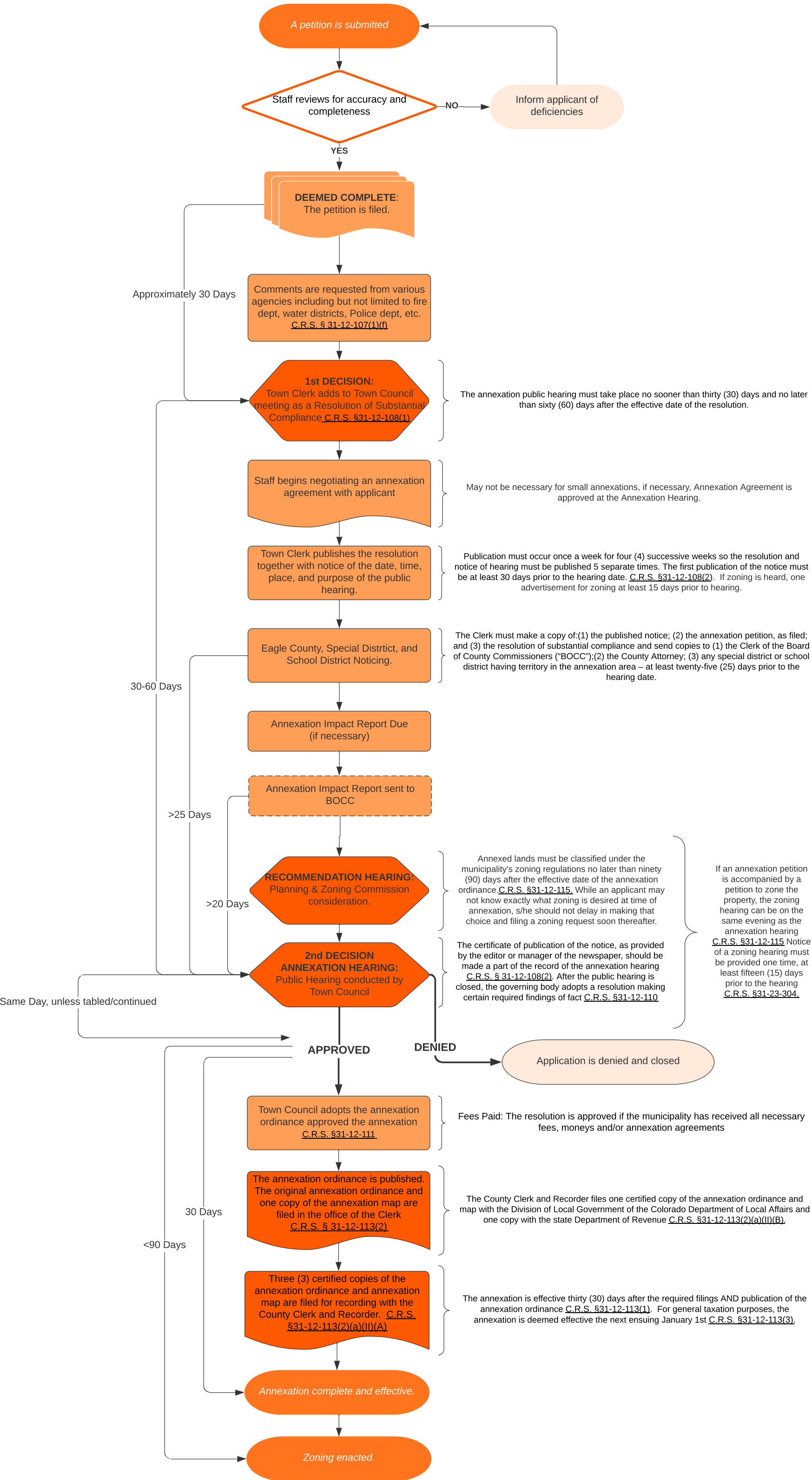
HOMESITE 2,
The Colorado River & Eagle Company Rural Homesteads
County of Eagle, State of Colorado

DRAWN BY:	MSS	329 NUMBER:	19047	DRAWING NAME:	15047 Annexation
SHEET	2	OF	2	DATE:	02-10-2021

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Basic Colorado Annexation Procedures

Landowner Initiated Town of Eagle



TOWN OF EAGLE, COLORADO
RESOLUTION NO. 38
(Series of 2021)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
ACCEPTING A PETITION FOR ANNEXATION OF A PARCEL OF LAND LOCATED IN
UNINCORPORATED EAGLE COUNTY AND SETTING A PUBLIC HEARING ON THE
ANNEXATION (1819 BRUSH CREEK ROAD ANNEXATION)

WHEREAS, on March 29, 2021, Little Horn LLC, owners of unincorporated territory comprising more than 50% of the area proposed for annexation pursuant to C.R.S. § 31-12-107, filed a petition for annexation (the "Petition") of certain unincorporated land to the Town, which land is more particularly described in Exhibit A attached to the Petition;

WHEREAS, pursuant to C.R.S. § 31-12-108, the Town may accept the Petition, if complete, and establish a date, time and place that the Town Council will hold a public hearing to consider the annexation and the applicable requirements of the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, and the Colorado Constitution; and

WHEREAS the Town Council, at its regular meeting on April 27, 2021, reviewed the Petition and various documents submitted in support of the Petition.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO AS FOLLOWS:

Section 1. The Petition is hereby accepted as substantially in compliance with the petition requirements set forth under the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*

Section 2. A public hearing is scheduled for Tuesday, June 8, 2021, at 6:00 p.m., at the Eagle Town Hall, 200 Broadway, Eagle, Colorado, at which the Town Council will determine if the proposed annexation complies with the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, and Article II, § 30 of the Colorado Constitution.

Section 3. Any person living within the area proposed to be annexed, any landowner of lands thereof, any resident of the Town, any resident of a municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Eagle County may appear at such hearing and present evidence upon any matter to be determined by the Town Council.

INTRODUCED, READ, PASSED AND ADOPTED ON APRIL 27, 2021.

TOWN OF EAGLE, COLORADO

Mikel "Pappy" Kerst, Mayor Pro Tem

ATTEST:

Jenny Rakow, Town Clerk

TOWN OF EAGLE, COLORADO
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(Series of 2021)

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WHEREAS, pursuant to C.R.S. § 31-12-108, the Town may accept the Petition, if complete, and establish a date, time and place that the Town Council will hold a public hearing to consider the annexation and the applicable requirements of the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, and the Colorado Constitution; and

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TOWN OF EAGLE, COLORADO

Mikel "Pappy" Kerst, Mayor Pro Tem

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor Turnipseed and Town Council

From: Peyton Heitzman, Planner I
Chad Phillips, Community Development Director

Date: April 27, 2021

Agenda Items: AN20-01 Powell Park Subdivision Annexation; RZ20-01 Zoning

Resolution No. 30 Series 2021, A Resolution of the Town Council of the Town of Eagle, Colorado making certain Findings of Fact Regarding the Proposed Annexation of Real Property Located in Unincorporated Eagle County.

Ordinance No. 4 Series 2021, An Ordinance of the Town Council of the Town of Eagle, Colorado Annexing to the Town Certain Unincorporated Territory in Eagle County, Zoning the Property Residential Medium and Approving the Associated Annexation Agreement.

REQUESTS: For Council to consider the annexation of the Powell Park Subdivision and zone the property to Residential Medium (RM) zoning.

BACKGROUND: On December 19, 2020, William and Nancy Powell (Applicant), submitted an annexation petition to the Town. During the January 26, 2021 meeting, Town Council passed Resolution 14, Series 2021 finding the Annexation Petition for the Powell Park Subdivision to be in substantial compliance with Section 31-12-107(1) C.R.S. The annexation application was accompanied by a request to zone the property to RM zoning.

On March 2, 2021, the Planning and Zoning Commission heard and considered the zoning request for the application and recommended approval.

On March 23, 2021, Town Council held a public hearing for the annexation application. The public hearing was opened for an hour for Council to receive public testimony on the files. Town Council received presentations from staff and the Applicant. Mr. Powell expressed concern with the termination language in the Raw Water Agreement that allows the Applicant to lease back water rights dedicated to the Town for outdoor irrigation. An executive session was held on April 13th to discuss the Raw Water Agreement.

ANALYSIS: The application before Town Council is substantially the same as provided during the March 23, 2021 meeting. Staff's analysis of the annexation and zoning applications, the fiscal impact analysis, and an

overview of the agreements associated with this application remain the same. The March 23rd staff report is included in the packet as Exhibit K for Council's reference.

Modifications have been made to both the Annexation and Raw Water agreements. Section 6.b of the Annexation Agreement has been modified per the Applicant's request. This section of the agreement requires the Applicant to dedicate an easement to Eagle County that allows Violet Lane to be 50' in width. The new language in the agreement states that the Applicant is not obligated to pay for public improvements related to the easement dedication.

Section 14 of the Raw Water Agreement outlines the term and termination of the agreement. There is an initial 20-year term with 5-year automatic renewals. The Town may terminate the agreement 180 days prior to the expiration date if the Applicant fails to comply with the terms of the Agreement. New to the Raw Water Agreement is language that limits the Town's ability to terminate the agreement. The Town may terminate the agreement if leasing the raw water is inconsistent with the *then-existing ordinances, policies, rules, regulations and procedures regarding water use, and its then-existing water supply plans and goals*.

COMMUNITY INPUT: AN20-01 was publicly noticed in accordance with C.R.S. § 31-12-108(2). The Community Development Department noticed the associated land use applications (e.g., zoning) according to the provisions of the Town of Eagle Land Use and Development Code. As of April 21, 2021, staff has received 0 comments from the general public on this application.

BUDGET: None. The proposed annexation has generated review fees; however, the Applicant has agreed to reimburse the Town for expenses and fees incurred by the Town in reviewing and processing the land use application.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: The application is in alignment with Major Objectives from the Strategic Plan including, Invest in Environmental and Energy Sustainability through the establishment of a No Build Zone. The objective to Focus on Recreation, Events, and Open Space is supported through the Public Access Easement, allowing legal public fishing on the property. Finally, the application supports the objective to Stimulate Economic Vitality and Development. Through the connections to Town services, the Applicant will have the ability to redevelop the property.

RECOMMENDED ACTION OR PROPOSED MOTION:

1. Approve Resolution No. 30 Series 2021, A Resolution of the Town Council of the Town of Eagle, Colorado making certain Findings of Fact Regarding the Proposed Annexation of Real Property Located in Unincorporated Eagle County (Powell Park Subdivision).
2. Approve Ordinance No. 4 Series 2021, An Ordinance of the Town Council of the Town of Eagle, Colorado Annexing to the Town Certain Unincorporated Territory in Eagle County, Zoning the Property Residential Medium and Approving the Associated Annexation Agreement (Powell Park Subdivision).

ATTACHMENTS:

- Exhibit A: Annexation and Zoning Land Use Applications
- Exhibit B: Annexation Petition
- Exhibit C: Resolution 14, Series 2021 Annexation Petition
- Exhibit D: Updated Annexation Agreement
- Exhibit E: Updated Raw Water Agreement (clean and redlined version)
- Exhibit F: Resolution 30, Series 2021
- Exhibit G: Ordinance 4, Series 2021
- Exhibit H: Referral Agency Comments
- Exhibit I: DRAFT P&Z Commission Minutes dated March 2, 2021
- Exhibit J: P&Z Commission Meeting Memo dated March 2, 2021
- Exhibit K: Town Council Meeting Memo dated March 23, 2021

POWELL PARK SUBDIVISION
ZONING REQUEST

Table of Contents

Land Use and Development Application

Submittal Checklist

General Description

Site Plans

PDF Sheet C1 overall site

PDF Sheet C2 detail of Lot 1

Proof of Ownership

List of Adjacent Property Owners within 250'

Town Planner Requested Reports

Fiscal Impact Report

Impact on Town Street System

Parkland Dedication

School Land Dedication Fee



TOWN OF EAGLE
COMMUNITY DEVELOPMENT
200 BROADWAY • PO BOX 609 • EAGLE, CO 81631
PHONE: 970-328-9655 • FAX: 970-328-9656
www.townofeagle.org

LAND USE & DEVELOPMENT APPLICATION
Pursuant to the Land Use & Development Code, Title 4

ZONING REVIEW	DEVELOPMENT REVIEW	SUBDIVISION REVIEW
☐ Special Use Permit	☐ Minor Development Permit	☐ Concept Plan
☐ Zoning Variance	☐ Major Development Permit	☐ Preliminary Plan
☒ Rezoning	PLANNED UNIT DEVELOPMENT (PUD) REVIEW	☐ Final Plat
☐ Temporary Use Permit	☐ PUD Zoning Plan	☐ Lot Line Adjustment
☐ Amendment to Zone District Regulations	☐ PUD Development Plan	☐ Condominium / Townhouse
☐ Encroachment Permit		☐ Minor Subdivision

PROJECT NAME Powell Park Subdivision
PRESENT ZONE DISTRICT PUD (Eagle County) PROPOSED ZONE DISTRICT RM
(if applicable)

LOCATION

STREET ADDRESS 21, 25 Violet Lane

PROPERTY DESCRIPTION

SUBDIVISION Powell Park LOT(S) 1, 2 BLOCK _____
(attach legal description if not part of a subdivision)

DESCRIPTION OF APPLICATION/PURPOSE Applicant seeks traditional RM zoning to provide flexibility for both single family and multi-family uses

APPLICANT NAME William Powell PHONE 970 471 0748
ADDRESS 21 Violet Lane, PO Box 1227 Eagle EMAIL powell-willy@gmail.com
OWNER OF RECORD The Powell Family Trust PHONE same
ADDRESS same EMAIL same
REPRESENTATIVE* _____ PHONE _____
ADDRESS _____ EMAIL _____

*A representative must submit an affidavit or power of attorney signed by the property owner of record authorizing the representation.

APPLICATION SUBMITTAL ITEMS:

The following submittal materials must be submitted in full before the application will be deemed complete (please check all items that are being submitted):

☒ Applicable fees and deposits.

☒ Project Narrative, describing the project, its compliance with any applicable review criteria, any impacts to the surrounding area, and any other relevant information.

☒ Surrounding and interested Property Ownership Report (see project specific checklist for more information).

☒ Proof of Ownership (ownership & encumbrance report) for subject property.

☒ Site Plan, drawn to scale and depicting the locations and boundaries of existing and proposed lots and structures.

☒ Project specific checklist.

FEES AND DEPOSITS:

See Eagle Municipal Code Section 4.03.080

1. Application fees shall be paid in full at the time of the filing of the application and unless paid, the application shall not be deemed complete. All fees are nonrefundable.
2. As described in Eagle Municipal Code § 4.03.080, third-party consultants may be necessary for the review and processing of applications. These costs ("pass-through costs") must be paid by the applicant. If pass-through costs are expected, the applicant must pay a deposit at the time the application is filed. If at any time the deposit does not fully cover the pass-through costs, the applicant must pay another subsequent deposit before the Town will continue processing the application.
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4. Within 30 days of approval or denial of an application, any remaining deposit shall be returned to the applicant. If an application is withdrawn, any remaining deposit shall be returned to the applicant within 60 days.

I have read the application form and certify that the information contained herein is correct and accurate to the best of my knowledge. I understand that it is my responsibility to provide the Town with accurate information related to this application. I UNDERSTAND THAT FILING AN APPLICATION IS NOT A GUARANTEE THAT THE APPLICATION WILL BE APPROVED.

William Buech
Signature

1/6/2020
Date

FOR OFFICE USE ONLY

DATE RECEIVED _____	BY _____	FILE NUMBER _____
REVIEW FEE _____	DATE PAID _____	RECEIVED BY _____
DATE CERTIFIED COMPLETE _____	BY _____	
P&Z HEARING DATE _____	DECISION _____	
BOT HEARING DATE _____	DECISION _____	



TOWN OF EAGLE
COMMUNITY DEVELOPMENT
200 BROADWAY • PO BOX 609 • EAGLE, CO 81631
PHONE: 970-328-9655 • FAX: 970-328-9656
www.townofeagle.org

REZONING SUBMITTAL CHECKLIST

Pursuant to the Land Use & Development Code, Section 4.05.030(B)

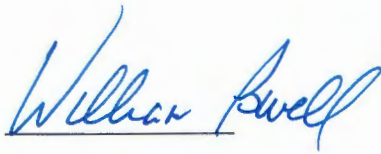
- ☒ Cover letter that provides a description of the proposal.
- ☒ Proof of Ownership (owner & encumbrance report) for subject property
**If applicant is not the property owner, notarized consent of the property owner is required.*
- ☒ Site Plan
**Site plan shall be drawn to scale and depict the locations and boundaries of existing and proposed lots and/or structures.*
- ☒ A petition requesting the zoning change, signed by owners of at least 50% of the land area proposed for rezoning.
- ☒ Names and addresses of owners of record (not lessees) within 250' excluding rights of way, submitted either printed on mailing labels or as an Excel spreadsheet.
- ☒ Rezoning Fee

**PETITION FOR REZONING
POWELL PARK SUBDIVISION**

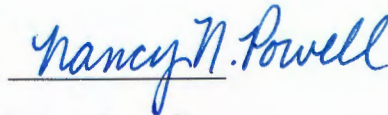
William and Nancy Powell, Trustees of the Powell Family Trust and 100% owners of the property, do hereby petition the Town of Eagle to rezone the Powell Park Subdivision to the Residential Medium Zone District.

Petitioners assert the following conditions are met for rezoning the property

1. That the rezoning is compatible with surrounding land uses, and is consistent with the Town's goals, policies and plans;
2. The existing zoning is inconsistent with the Town's goals, policies and plans;
3. That the area for which the rezoning is requested has changed substantially such the proposed rezoning better meets the needs of the community.



William Powell



Nancy Powell

B.

Annexation and Zoning Request

Overview of Project

Existing Conditions

The property has been in continuous ownership by William and Nancy Powell since 1979 and initially consisted of a single parcel of 9.25 acres. In 1983 a PUD zoning and final plat were approved by Eagle County which divided the property into two residential lots, creating an overall density of five units, and a dedicated right of way for Violet Lane. Four apartment units exist on Lot 1; one single family unit exists on Lot 2. The property is currently served by the following services: wastewater, electric, phone and cable. Natural gas is not present on the site. Currently the five units are provided domestic water from an adjudicated well source. The town recently constructed a waterline main extension to the Lower Basin Water Plant, which passes through Lot 2 on a dedicated easement and adjacent to Lot 1 (within Violet Lane). Refuse service includes comingle recycle and household trash.

Intent of Annexation and Zoning Requests

The intent of the Powell Park request is to add modest density to the overall project area. Applicants are concurrently applying for annexation and a zoning request for Residential Medium (RM) density for both Lots 1 and 2. Providing domestic water from the town will make the proposal viable. For Lot 1 the intent is to raze the four unit apartment building. The RM zoning for Lot 1 will allow flexibility for construction of multifamily units or single family lots or a combination of both. For Lot 2 the existing home will remain and no increase density is proposed at this time. Access for both lots is from Violet Lane which has a public crossing across the inoperative railroad tracks and connecting to the Sylvan Lake roundabout. Irrigation will be provided from existing non potable, adjudicated water sources on the property. No development will be allowed on the lower bench, to be memorialized with the Final Plat. Fishing access on owner lands will be made legal, also designated on the Final Plat.

Community Plan-Vision

The Powell Park proposal embodies many of the principals of the Vision for the Community Plan. The proposals will further concentrate infill development with significant open space. The project area is adjacent to the Eagle Valley Trail, and near east and west bound ECO Transit bus stops. The project permanently conserves over 50% of the property in open space for land that is environmentally sensitive and has wildlife habitat. With the upcoming Final plat application the applicant will enhance recreational opportunities by voluntarily proposing appropriate public fishing access on the Eagle River. Public services will be conservation oriented-see Utility Section below. If built, condominiums or apartments are expected to be in the affordable range and add to the attainable housing stock. All units proposed will have a high livability factor because of the semi-rural nature of the property, with protection of open space, and excellent viewsheds.

Conformance with Community Plan-Future land Use Map--Intent

The proposed project is in Conformance with the Future Land Use Map, particularly as it relates to Conservation Oriented Neighborhoods and Open Space sub-chapters. See following adherence to provisions.

- A. Development over and above that allowed by existing zoning on properties with this designation predicated on annexation to the Town of Eagle.

B. Balance conservation and development objectives.

C. Preserve attributes of high conservation value as determined practicable and appropriate on site by site basis. Attributes of high conservation value include, but are not limited to stream and river corridors, wetlands and riparian areas, viewsheds, wildlife habitat and movement corridors, significant, unique or endangered vegetation, historic sites or structures, productive agricultural lands steep slopes and geologic hazard area

Conformance with Community Plan—Future Land Use Map—Character

- A. Development is clustered, providing walkable neighborhoods, functional and interconnected open spaces and easily accessed public facilities.
- B. Developed areas are compact and well connected with multimodal road, path and trail systems, and public transit.

Conformance with Community Plan--Future Land Use Map-Location Criteria

- 1. Located in areas that can be efficiently served by town infrastructure, within reasonable proximity to public services, job centers and shopping, where environmentally or aesthetically valuable lands also exist.

Conformance with Eagle River Corridor Plan

The Powell Park submittal is in conformance with the ERCP in that it concentrates development on the upper bench, precludes any development on the lower bench, and makes legal fishing access on applicant owned lands within the Eagle River. The lower bench will be retained for the “preservation of ecologically sensitive lands and wildlife habitat.” The ERCP designates the zoning for the upper bench to be Medium Density Residential, which the applicant intends to follow.

Water Rights

The property has five adjudicated springs, 1.2 acre feet of adjudicated pond storage and an adjudicated well. The springs and pond provide source water to irrigate all areas of the property. The practice currently exists and is planned for the future. The water rights are protected from the Historic User Pool located at the Green Mountain Reservoir.

Utility Services-Existing

The property is currently provided all utility services except domestic water and natural gas. All outside irrigation is non-potable and provided from on-site adjudicated sources. The property is currently on town wastewater service. The apartment building has electric heat. The home on Lot 2 is heated with LPG. All other shallow utilities are present.

Utility Services-Proposed

Future in-house domestic water will be provided from the town system. Holy Cross Energy has power lines on the property and additional service is easily provided. Wastewater, telephone and cable services are within the Violet Lane right of way. It is not proposed that natural gas be brought to the property.

Conservation Efficiency

The condominiums or apartments or single family units proposed for Lot 1 will be heated by electricity. Additionally the domestic water will be very non-consumptive because source water is from the LBWTP and discharge from the nearby Wastewater Plant; and all outside irrigation is provided non-potably.

Zoning

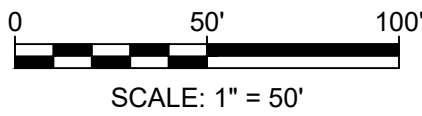
Zoning for both Lots is proposed for Residential Medium density (RM). Applicant seeks to have traditional zoning to allow flexibility for both multi-family and single family uses. Applicant is currently evaluating the most appropriate residential uses on Lot 1.

List of Exhibits

1. Proof of ownership
2. Site Plans
3. Application for zone change
4. Names and addresses of ownership within 250'



1. Elevations are based on the site benchmark shown hereon.
2. Existing zoning is PUD
3. Proposed zoning will be Residential Medium Density, with maximum Lot coverage and maximum building height per the municipal code.
4. The minimum setback from the top of bank, approximate elevation=6546', shall be 10.0



- ## LEGEND
- | | |
|---------------|---|
| --- | EDGE OF PAVEMENT |
| --- | EDGE OF GRAVEL DRIVEWAY |
| --- | EASEMENT LINE |
| — UTV — UTV — | CABLE TELEVISION LINE |
| — UT — UT — | UNDERGROUND TELEPHONE LINE |
| — SAN — SAN — | SANITARY SEWER LINE |
| — W — W — | WATER LINE |
| — OE — OE — | OVERHEAD ELECTRIC LINE |
| — X — X — X — | FENCE |
| ⊕ | PAINTED CROSS (POSSIBLE PROPOSED BORE HOLE) |
| T | TELEPHONE PEDESTAL |
| TV | CATV PEDESTAL |
| S | SANITARY SEWER MANHOLE |
| ⊗ | CLEAN-OUT |
| ● | GUY WIRE |
| ⌚ | POWER POLE |
| IRV | IRRIGATION CONTROL VALVE |
| ⊙ | DECIDUOUS TREE |
| ⊙ | CONIFEROUS TREE |
| ⊙ | FOUND 1-1/2" ALUMINUM CAP STAMPED PLS 14109 |
| ⊙ | FOUND 1-1/2" ALUMINUM CAP STAMPED PLS 23089 |

SITE PLAN

LOTS 1 AND 2
POWELL PARK

DESIGNED BY:	B
DRAWN BY:	B
CHECKED BY:	B
DATE ISSUED:	3-

PROJECT NO.
19-006

SHEET NO.

C2

CLIENT: THE POWELL FAMILY TRUST

This document was prepared for the exclusive use of the Client specified herein. The use of this document or the information contained herein by any other person or entity is not authorized. In the event that any other person or entity desires to use this document or the information contained herein for any purpose, they must first obtain written authorization from Inter-Mountain Insurance Company. This document and any information contained herein is intended to be confidential and may be subject to the provisions of the Insurance Information Act, within one year of the date hereof. Use after this period is not authorized.

**Inter-Mountain
ENGINEERING**
Civil Engineers & Surveyors

[illegible]

Powell Park Subdivision

Alternative 1: Duplex and Single Family Lot

Alternative 2: Two Single Family Lots

Fiscal Impact Report

The Powell Park Subdivision is a unique planning project for the town because the annexation and zoning request is for an existing subdivision with residential buildings and utilities, rather than most all annexations which are “green field” applications. Accordingly many impacts and revenue payments have been in existence for decades. The applicant plans to raze a four unit apartment building on Lot 1 in the near future: Alternative 1 is a duplex and single family lot on Lot 1. Alternative 2 would create two single family lots. For Alternative 1 the duplex would be constructed in the near future and the single family lot created at a later date. For Alternative 2 the single family lots would be created in the near future. Below is an analysis of the existing and future population densities proposed for both alternatives.

Alt 1	density	count per unit	population
Current			
Lot 1	4 MF	2	8
Lot 2	1 SF	2.8	2.8
total			10.8
Proposed			
Lot 1 MF	2 MF	2	4
Lot 1 SF	1 SF	2.8	2.8
Lot 2	1 SF	2.8	2.8
total			9.6

Alt 2	density	count per unit	population
Current			
Lot 1	4 MF	2	8
Lot 2	1 SF	2.8	2.8
total			10.8
Proposed			
Lot 1 SF	2 SF	2.8	5.6
Lot 2	1 SF	2.8	2.8
total			8.4

The analysis demonstrates population for the redevelopment of the property at nearly the same level as what currently exists. Thus many impacts are not changed, particularly to fire and school special districts. The property is also on town wastewater and the applicant believes a credit for sewer tap fee is appropriate. New impacts to the town responsibilities include water, police, and certain one time fees. The attached spreadsheet outlines revenues to the town, both ongoing and one time fees. Departmental expenses are also estimated. Fees related to special districts are not included because of no new impact and it should be recognized Powell Park has been paying property taxes to the districts for decades.

No new roads are necessary for the project. Violet Lane is currently being maintained by the town. As noted, the property is currently on town sewer and utility billing.

Powell Park Subdivision
Fiscal Impact Report

Assumptions

lot 1--two single family lots

single family valued at \$700,000 each

Lot 2: one single family existing

single family valued at \$900,000

GENERAL FUND					
Ongoing Revenues	Lot 1	Lot 2	total	timing	notes
property tax	430	277	707	annual	
sales tax	1636	814	2450	annual	per Red Mtn. Ranch study
totals	2066	1091	3157		
One Time Fee Payment					
fire impact fee	n/a	n/a			assumes no additional impact
school land dedication fee	n/a	n/a			assumes no additional impact
building permit fee	4800	n/a	4800	bldg permit	assumes duplex manufactured housing
totals	4800	0	4800		
Expenses					per household and per RMR study
General Government	42.06	21.03			21.03 per househod
General Administration	242.14	121.07			121.07 per household
Building, Zoning, Planning					n/a
Streets	128	64			64.00 per household
Engineering	90	45			44.67 per household
Buildings & Grounds	289	145			144.55 per household
Public Safety	1480	740			740 per household
Municipal Court	14	7			6.68 per household
Information Center	64	32			32.31 per household
Marketing and Events	30	15			14.99 per household
totals	2379	1190	3569		
ENTERPRISE FUNDS					
plant investment fee water	18365	9182		bldg permit	non-potable irrigation discount
plant investment fee sewer	0	0			
water fees	99.88	49.94		monthly	
sewer fees	124	62		monthly	
refuse fees	53.84	26.92		monthly	26.92 per household
Cash in Lieu / water rights			TBD		
CAPITAL FUND					
use tax	31500			bldg permit	
public safety fee	2638	1319		final plat	

Powell Park Subdivision

Impact on Neighboring Properties

In General

The proposed RM zoning of the Powell Park property will have minimal additional impact to neighboring properties, and concerning two properties, will have significant benefits due to dedications and a no-build zone. Three neighboring properties exist: the Eagle County Fairgrounds to the north, John and Clara Hardesty (Thermo Dynamics, Inc.) to the east, and Vance and Melissa Carroll to the west.

Traffic Impact

Violet Lane is accessed only by the Powell and Carroll properties. The Powell proposal will have no additional traffic impact in the near term. RM zoning could bring nominal additional traffic in the longer term. Violet Lane is a very low traffic volume roadway.

Utilities

There is no known utility lack of capacity to serve in the Violet Lane neighborhood, other than no existence of natural gas lines.

Viewsheds

Because the Powell proposal includes a no-build zone on the lower bench of the property, both the Fairgrounds and Hardesty property benefit in assuring continued beneficial viewsheds. Future development on Powell property will be closer to the Carroll easterly property line; however, Powell will abide by prevailing yard setback and height standards of the Land Use Code. The Carrolls do have an existing mobile home and garden shed close to the Powell westerly property line.

Elimination of Trespass

Currently fishermen access the Eagle River from the Fairgrounds and use the entirety of the river. The Powells own property to the middle of the river, so currently a trespass issue exists, which the Powells do not enforce. The development proposal includes a fishing easement on Powell property to eliminate the trespass issue.

POWELL PARK SUBDIVISION

IMPACT ON TOWN STREET SYSTEM

The Powell Park proposal is depicted on the below spreadsheet. The spreadsheet shows both population and traffic per day for current use and the proposed development scenario. Current impact on Violet Lane from Powell Park is 38 trips per day (VTD). Alternative 1 would have slightly less traffic impact at 34 VTD.

Violet Lane is a local street and very low traffic volume. The future development scenario will have no discernable impact on Violet Lane traffic.

It should be noted that Violet Lane is a public crossing across Union Pacific Railroad tracks and leads to the Sylvan Lake roundabout.

Powell Park traffic assessment

Current	densities	count per unit	population	vtd
Lot 1	4 MF	2	8	28
Lot 2	1 SF	2.8	2.8	10
total			10.8	38
Proposed				
Lot 1 MF	2 MF	2	4	14
Lot 1 SF	1 SF	2.8	2.8	10
Lot 2	1 SF	2.8	2.8	10
total			9.6	34

vehicle trip count

MF = 7 per day

SF = 10 per day

POWELL PARK SUBDIVISION

PARKLAND DEDICATION

The applicant owns significant land in the Eagle River. Presently there is no public access on Powell's Eagle River property. Applicant intends to dedicate a public access easement for fishing to the high water mark. The dedication would join with the County's Fairgrounds land which adjoins Powell's property. The dedication can be made during the Preliminary/Final Plat. The dedication of the lands for the Eagle River would be approximately 1.5 acres, which amount greatly exceeds the dedication requirements, as found below. The exact acreage approximating 1.5 acres is to be determined at Final Plat.

Applicant would like to explore with the Town Attorney the use of the river is solely for citizens, and prohibiting commercial operations.

Parkland Dedication Requirements

Current	densities	count per unit	population	dedication requirement
				.012 acres/person
Lot 1	4 MF	2	8	
Lot 2	1 SF	2.8	2.8	
total			10.8	0.1296
Proposed				
Lot 1 MF	2 MF	2	4	
Lot 1 SF	1 SF	2.8	2.8	
Lot 2	1 SF	2.8	2.8	
total			9.6	0.1152

Powell Park Subdivision

School Land Dedication Fee

The Town Land Use and Development Code states: "Every major subdivision and major development which increases the number of dwelling units above that approved as of the effective date of the ordinance from which this section is derived shall make the additional dedication or fee payment based upon the increase number of units, as provided herein, at the time of approval of the final plat, or issuance of a major development permit, whichever may first occur."

Because the applicant will raze its 4 unit apartment building it is proposed that a determination be made with each development permit or building permit that a cash-in-lieu payment is necessary when building more than 4 units.

Powell Park Water Rights Plan for Non-Potable Irrigation

Water Rights

Attached is a summary sheet of water rights, water court decrees and location map of water owned by the Powells and subject to the property. The water rights include Rochford Springs 1, 2, 3; the Rochford Pond and a domestic well right. The appropriation dates for the water rights are 1968 and senior to the state instream flow rights.

Non-Potable Distribution System

The adjudicated three springs feed a collector ditch which then feeds the adjudicated pond, all on the lower bench of the property. From the pond a pump and pipeline then supplies an irrigation sprinkler system covering approximately 1.50 acres. It should be noted that, even during full irrigation season, the 10" pond outfall pipe runs approximately 1/3 full, supplying a continuous significant amount of water to the Eagle River during irrigation season.

Measurement and Usage

A flow meter has provided usage records for 2017 and 2018. The meter malfunctioned in 2019 so no recordings were made. In 2017 the first recording was in early July so the data does not demonstrate a full season usage. 2018 measurements display a full irrigation season. 1.87 AF of irrigation water was used in 2017; 3.32 AF in 2018.

Water Augmentation

Water augmentation is provided by the absolute water right of 1.2 AF of the Rochford Pond. In discussions with the State Water Engineers' office the remaining augmentation is provided by the Historic Users Pool of Green Mountain Reservoir.

Water Rights Ownership

Though the town code requires water rights be dedicated to the town at time of annexation, the applicant requests this requirement be waived. Applicant believes there is no beneficial use for the town of the subject water rights. Rather the best use of the rights is on the Powell property. Should the town insist the water rights be dedicated, the annexation agreement should provide a long term lease from the town to the applicant with the rights to be used solely on the subject property. It should be noted that the Powell subdivision, with non-potable irrigation and the property's location in relation to the LBWTP and the town wastewater plant, will be the least water consumptive subdivision in town.

Exhibits

1. List of water rights (similar to that submitted with Annexation Petition.
2. Water Court decrees for Rochford Springs 1,2,3.
3. Water Court decree for Rochford Well (to be abandoned following service by town).
4. Map of water rights.
5. Water usage tables for 2017,2018.

Exhibit D
List of Water Rights
Powell Park

Name of Structure	Amount CFS	Adjudication Date	Appropriation Date	Uses	Case No.
Rochford Well	0.026	6/27/1973	12/31/1968	Domestic, fire protection	W-1927
Rochford No. 1 Spring	0.022	6/27/1973	12/31/1968	Domestic, Fire protection	W-1926
				irrigation, fish propagation, livestock	
Rochford No. 2 Spring	0.38	6/27/1973	12/31/1968	Domestic, Fire protection	W-1926
				irrigation, fish propagation, livestock	
Rochford No. 3 Spring	0.44	6/27/1973	12/31/1968	Domestic, Fire protection	W-1926
				irrigation, fish propagation, livestock	
Rochford No. 4 Spring	3	June, 1950	10/1/2002	storage, irrigation, aesthetic, piscatorial	95CW104
				wildlife propagation, recreation	
Rochford No. 5 Spring	1	June, 1950	10/1/2002	storage, irrigation, aesthetic, piscatorial,	95CW104
				wildlife propagation, recreation	
Total CFS	4.868				
Rochford Pond	1.2 AF	6/27/1973	8/31/1968	water augmentation	W-209
Wolford Mountain Reservoir	2.5 AF			water augmentation	W17001
				40 year term until 6/30/2057	

FILED
IN WATER COURT
Division No. 1
JUN 10 1970
STATE OF COLORADO
Charles Dukovich
Notary Public
1 Spring.

IN THE MATTER OF THE APPLICATION)
FOR WATER RIGHTS OF ELMER G.)
& PAULINE C. RICHFORD)
IN THE EAGLE RIVER)
OR ITS TRIBUTARIES.)
TRIBUTARY INVOLVED -)
IN EAGLE COUNTY)

Rochford No. 1 Spring.

RULING OF THE REFEREE

ABSOLUTE WATER RIGHT

This application was referred to the Water Referee of
Water Division No. 5 on the 2nd day of July 1973.

1. Name of Applicant Elmer C. Rochford and Pauline C. Rochford
Address Box 236; Eagle, Colorado
2. The name of the structure is Rochford No. 1 Spring.
3. The legal description of the structure is: The spring is located in Tract 47, Section 5, T. 5 S., R. 34 W. of the 6th P.M. at a point whence Angle Point No. 4 of said Tract 47 bears S. 10°38'10" W. 971.16 feet.
4. Means of diversion : The water is diverted into a ditch.
5. The date of initiation of appropriation is 1968.
6. The amount of water claimed is 0.022 cubic foot per second of time.
7. The use of the water is livestock water, domestic, fire protection, irrigation and fish propagation.
8. The Priority date is December 31, 1968.
9. The date of the application was June 27, 1973.

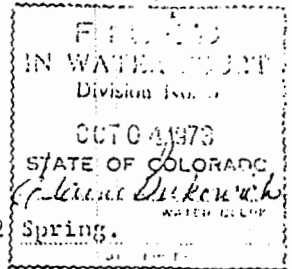
It is the ruling of the Referee that the statements in the application are true and that the above described water right is approved and granted the indicated priority; subject, however, to all earlier priorities of others.

It is accordingly ordered that this ruling shall become effective upon filing with the Water Clerk, subject to Judicial review as provided by law.

Done at the City of Glenwood Springs, Colorado, this 5th
day of OCTOBER, 1973.

Water Referee
Water Division No. 5
State of Colorado

IN THE DISTRICT COURT IN AND FOR
WATER DIVISION NO. 5
STATE OF COLORADO
APPLICATION NO. WL 1926



Rochford No. 2 Spring.

IN THE MATTER OF THE APPLICATION)
FOR WATER RIGHTS OF ELMER G.)
ROCHFORD AND PAULINE C. ROCHFORD)
IN THE EAGLE RIVER)
OR ITS TRIBUTARIES.)
TRIBUTARY INVOLVED -)
IN EAGLE COUNTY)
RULING OF THE REFEREE
ABSOLUTE WATER RIGHT

And the Referee having made the investigations required
by Article 21 of Chapter 148, C.R.S. 1963, as amended does
hereby make the following ruling, to wit:

This application was referred to the Water Referee of
Water Division No. 5 on the 2nd day of July 1973.

1. Name of Applicant Elmer G. Rochford and Pauline C. Rochford
Address P.O. Box 236; Eagle, Colorado
2. The name of the structure is Rochford No. 2 Spring.
3. The legal description of the structure is: The spring is
located in Tract 47, Section 5, T. 5 S., R. 84 W. of the 6th
P.M. at a point whence Angle Point No. 4 of said Tract 47
bears: S, 22°04' W. 1225.89 feet.
4. Means of diversion: The water is diverted into a ditch.
5. The date of initiation of appropriation is 1968.
6. The amount of water claimed is 0.38 cubic foot per second
of time.
7. The use of the water is livestock water, domestic, fire
protection, irrigation and fish propagation.
8. The Priority date is December 31, 1968.
9. The date of the application was June 27, 1973.

It is the ruling of the Referee that the statements in
the application are true and that the above described water
right is approved and granted the indicated priority; subject,
however, to all earlier priorities of others.

It is accordingly ordered that this ruling shall become
effective upon filing with the Water Clerk, subject to Judicial
review as provided by law.

Done at the City of Glenwood Springs, Colorado, this 5th
day of OCTOBER, 1973.

G. L. Dicken
Water Referee
Water Division No. 5
State of Colorado

IN THE DISTRICT COURT IN AND FOR
WATER DIVISION NO. 5
STATE OF COLORADO
APPLICATION NO. W- 1926

FILED
IN WATER DIVISION
Division No. 5
OCT 6 1973
STATE OF COLORADO
John H. Kerk

Rochford No. 3 Spring.

IN THE MATTER OF THE APPLICATION)
FOR WATER RIGHTS OF Elmer G.)
Rochford & Pauline C. Rochford)
IN THE Eagle RIVER)
OR ITS TRIBUTARIES.)
TRIBUTARY INVOLVED -)
IN Eagle COUNTY)
RULING OF THE REFEREE
ABSOLUTE WATER RIGHT

And the Referee having made the investigations required
by Article 21 of Chapter 148, C.R.S. 1963, as amended does
hereby make the following ruling, to wit:

This application was referred to the Water Referee of
Water Division No. 5 on the 2nd day of July 1973.

1. Name of Applicant Elmer G. Rochford and Pauline C. Rochford
Address P.O. Box 236; Eagle, Colorado
2. The name of the structure is Rochford No. 3 Spring.
3. The legal description of the structure is: The spring is
located in Tract 47, Section 5, T. 5 S., R. 84 W. of the 6th
P.M. at a point whence Angle Point No. 4 of said Tract 47
bears S. 24°23'20" W. 1401.32 feet.
4. Means of diversion: The water is diverted into a ditch.
5. The date of initiation of appropriation is 1968.
6. The amount of water claimed is 0.44 cubic foot per
second of time.
7. The use of the water is livestock water, domestic, fire
protection, irrigation and fish propagation.
8. The Priority date is December 31, 1968.
9. The date of the application was June 27, 1973.

It is the ruling of the Referee that the statements in
the application are true and that the above described water
right is approved and granted the indicated priority; subject,
however, to all earlier priorities of others.

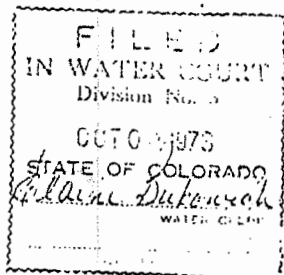
It is accordingly ordered that this ruling shall become
effective upon filing with the Water Clerk, subject to Judicial
review as provided by law.

Done at the City of Glenwood Springs, Colorado, this 5th
day of OCTOBER, 1973.

John H. Kerk
Water Referee
Water Division No. 5
State of Colorado

IN THE DISTRICT COURT IN AND FOR
WATER DIVISION NO. 5
STATE OF COLORADO

CASE NO. W- 1927



IN THE MATTER OF THE)
APPLICATION FOR)
WATER RIGHTS OF ELMER G.)
ROCHFORD & PAULINE C. ROCHFORD)
IN THE EAGLE)
RIVER OR ITS TRIBUTARIES)
TRIBUTARY INVOLVED:)
IN EAGLE COUNTY)

RULING OF THE REFEREE

ABSOLUTE DECREE FOR
UNDER GROUND WATER RIGHTS

And the Referee having made the investigations required
by Article 21 of Chapter 148, C.R.S. 1963, as amended does hereby
make the following ruling, to wit:

This application was referred to the Water Referee of
Water Division No. 5 on the 2nd day of July, 1973.

1. Name of Applicant Elmer G. Rochford and Pauline C. Rochford
Address P.O. Box 236; Eagle, Colorado
2. The name of the structure is Rochford Well.
3. The Legal description of the structure is: The well is located
in Tract 47, Section 5, T. 5 S., R. 84 W. of the 6th P.M.
at a point whence Angle Point No. 4 of said Tract 47 bears:
S. 09°45'30" E. 933.07 feet.
4. The depth of the well is 12 feet.
5. The date of initiation of appropriation is 1968.
6. The amount of water claimed is 0.0264 cubic foot per
second of time.
7. The use of the water is domestic and fire protection.
8. The State Engineer's number is none.
9. The Priority date is December 31, 1968.
10. The date of the application was June 27, 1973.

It is the ruling of the Referee that the statements in the
application are true and that the above described water right is
approved and granted the indicated priority; subject, however, to
all earlier priority rights of others.

It is accordingly ordered that this ruling shall become
effective upon filing with the Water Clerk, subject to Judicial review
as provided by law.

5th day of OCTOBER, 1973. Done at the City of Glenwood Springs, Colorado this

James P. Cole
Water Referee
Water Division No. 5
State of Colorado

CENTRAL FILES

DISTRICT COURT, WATER DIVISION NO. 5, COLORADO

Case No. 95CW104

RECEIVED

OCT 22 1996

WATER RESOURCES
STATE ENGINEER
COLO.

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND JUDGMENT AND DECREE

CONCERNING THE APPLICATION FOR WATER RIGHTS OF:

WILLIAM POWELL, in Eagle County, Colorado

The above-entitled Application was filed on May 31, 1995, and an Amended Application was filed on June 19, 1995, and was referred to the Water Referee for Water Division No. 5, State of Colorado, by the Water Judge of said Court in accordance with Article 92 of Chapter 37, Colorado Revised Statutes 1973, known as The Water Right Determination and Administration Act of 1969.

The Referee having made such investigations as are necessary to determine whether or not the statements in the Application are true and having become fully advised with respect to the subject matter of the Application did enter a Findings of Fact, Conclusions of Law and Ruling of the Referee in this matter. The State and Division Engineers filed a protest to the Ruling of the Referee. This matter is currently pending before the Water Court.

FINDINGS OF FACT

1. The name and address of the Applicant is:

William Powell
P.O. Box 1227
Eagle, CO 81631

c/o Sherry A. Caloia, Esq.
Caloia & Houpt, P.C.
1204 Grand Ave.
Glenwood Springs, CO 81601
(970) 945-6067

2. Timely and adequate notice of the filing of this Application was given as required by law.
3. A Statement of Opposition was filed by John Hardesty. The time for filing Statements of Opposition has expired. The Referee entered his Findings of Fact, Conclusions of

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Law and Ruling of the Referee on April 19, 1996. A Protest to the Ruling of the Referee was filed by the State Engineer and Division Engineer on May 13, 1996. The State and Division Engineers subsequently filed a Motion to Withdraw Protest to the Ruling of the Referee and the Applicant filed a Motion for Summary Judgment to have this Court enter a Judgment and Decree.

- 4. The Applicant has requested approval of an Application for Water Rights, as follows:**

ROCHFORD SPRING NO. 4

- A. Name of Structure: Rochford Spring No. 4.**
- B. Legal description: The Rochford Spring No. 4 consists of a series of springs and seeps emanating from a steep hillslope located within the Northeast 1/4, Northwest 1/4, Section 5, Township 5 South, Range 84 West, 6th P.M., more specifically described as a spring reach located at a point South 70°00' West a distance of 3,400 feet from the Northeast corner of said Section 5, from which point said springs and seeps flow by gravity in a southwesterly direction, as more fully shown on Exhibit A (a/k/a Figure 2) attached hereto and incorporated herein by this reference. (Note: Rochford Spring No. 4 is located on the property boundary between Hardesty and Powell).**
- C. Source: Seeps and springs tributary to the Eagle River, tributary to the Colorado River.**
- D. 1. Date of initiation of appropriation:**
- (1) Absolute portion: June 1950 for storage, irrigation, aesthetic, piscatorial, wildlife propagation and recreational purposes.**
- (2) Conditional portion: 1983 for augmentation, exchange, replacement and additional irrigation purposes.**
- 2. Date water applied to beneficial use:**
- (1) Absolute portion: June 1950.**
- (2) Conditional portion: N/A.**
- 3. How appropriation was initiated:**

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- (1) **Absolute portion:** By diverting water into and filling the Rochford Pond and use of water for storage, irrigation, aesthetic, piscatorial, wildlife propagation and recreational purposes.
- (2) **Conditional portion:** By field visit, discussions with attorney and engineer, and formation of intent to use for augmentation, exchange, replacement and additional irrigation purposes.

E. Amount claimed:

1. 3.0 c.f.s., absolute, for storage, irrigation, aesthetic, piscatorial, wildlife propagation and recreational purposes.
2. 3.0 c.f.s., conditional, for augmentation, exchange, replacement and additional irrigation purposes.

Total 3.0 c.f.s.

F. Use: Irrigation of 5.5 acres. Acreage owned by William Powell located as follows: 9.27 acres located in the Northeast 1/4 of the Northwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 5, Township 5 South, Range 84 West of the 6th P.M.

Other Uses: Storage, irrigation, aesthetic, piscatorial, wildlife propagation, recreational, augmentation, exchange and replacement purposes.

G. In Case No. 83CW209, an augmentation plan, Rochford Pond and Rochford Springs 1-3 were decreed. By this application, Rochford Spring Nos. 4 and 5 are to be decreed herein as an additional source of water to fill the Rochford Pond to be used for all uses decreed in Case No. 83CW209. In addition, the Rochford Spring Nos. 4 and 5 will irrigate up to 5.5 acres of land which are all owned by the Applicant and are part of Applicant's 9.265 acre two-lot parcel.

ROCHFORD SPRING NO. 5

A. Name of Structure: Rochford Spring No. 5.

B. Legal description: The Rochford Spring No. 5 consists of a series of springs and seeps emanating from a steep hillslope located within the NE1/4 NW1/4, Section 5, Township 5 South, Range 84 West of the 6th P.M., more specifically described as a spring reach commencing at a point S. 70°30' W., a distance of

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3,350 feet from the northeast corner of said Section 5, from which point said springs and seeps flow by gravity in a southerly direction. A map of such reach and the area referenced is attached hereto as Exhibit A (a/k/a Figure 2 of Case No. 94CW346).

C. Source: Seeps and springs tributary to the Eagle River, tributary to the Colorado River.

D. 1. Date of initiation of appropriation:

- (1) Absolute portion: June 1950 for irrigation, storage, aesthetic, piscatorial, wildlife propagation and recreational purposes.
- (2) Conditional portion: June 1983 for additional irrigation, augmentation, exchange and replacement purposes.

2. Date water applied to beneficial use:

- (1) Absolute portion: June, 1950.
- (2) Conditional portion: N/A.

3. How appropriation was initiated:

- (1) Absolute portion: By diversion and application to beneficial use for irrigation, and by filling Rochford Pond for storage, aesthetic, piscatorial, wildlife propagation and recreational uses.
- (2) Conditional portion: By field visit, preparation of an engineering report, and formation of intent to use for augmentation, exchange and replacement through the Rochford Pond.

E. Amount claimed:

1. 1.0 c.f.s., absolute, for irrigation, storage, aesthetic, piscatorial, wildlife propagation and recreational purposes.
2. 1.0 c.f.s., conditional, for additional irrigation, augmentation, exchange and replacement purposes.
3. Total 1.0 c.f.s.

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- F. Use: Irrigation for 5.5 acres. Acreage owned by William Powell located as follows: 9.27 acres located in the Northeast 1/4 of the Northwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 5, Township 5 South, Range 84 West of the 6th P.M.

Other Uses: Storage, augmentation, replacement, exchange, aesthetic, piscatorial and recreational purposes, conditional.

CONCLUSIONS OF LAW

5. The Application filed herein is complete, covering all applicable matters required under C.R.S. 37-92-302.
6. All notices required by law have been given, and no further notice need be given.
7. The Court has jurisdiction of this matter and of all persons, whether they have appeared or not. C.R.S. 37-92-301(2) and -303(1).
8. This Court has authority to grant the change of water right requested in the application. C.R.S. 37-92-301(2), -302 and -303(1).
9. The Statement of Opposition by John Hardesty has been withdrawn by Stipulation of the parties. Such Stipulation is incorporated herein by this reference. The Protest to the Ruling of the Referee filed by the State and Division Engineers has been withdrawn.
10. Applicant's Motion for Summary Judgment is granted.

JUDGMENT AND DECREE

11. As requested in the Applicant's Motion for Summary Judgment, the water rights for the Rochford Spring Nos. 4 and 5, as more fully set forth above in Paragraph 4. above, are hereby granted. Application for Finding of Reasonable Diligence shall be filed in the same month as the decree herein is entered every six years after the entry of the decree herein so long as the Applicants desire to maintain the conditional water rights herein awarded, or until a determination has been made that such conditional water rights are made absolute by reason of the completion of the appropriation, or are otherwise disposed of.

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12. The foregoing Findings of Fact and Conclusions of Law are incorporated herein by this reference. The Water Judge concludes that the Application should be granted. The application for the water rights described herein is approved.
13. Applicant may be required to maintain an accurate accounting of all water diverted under these rights through the original points of diversion decreed herein and, if so, shall provide such accounting to the Division Engineer upon request.

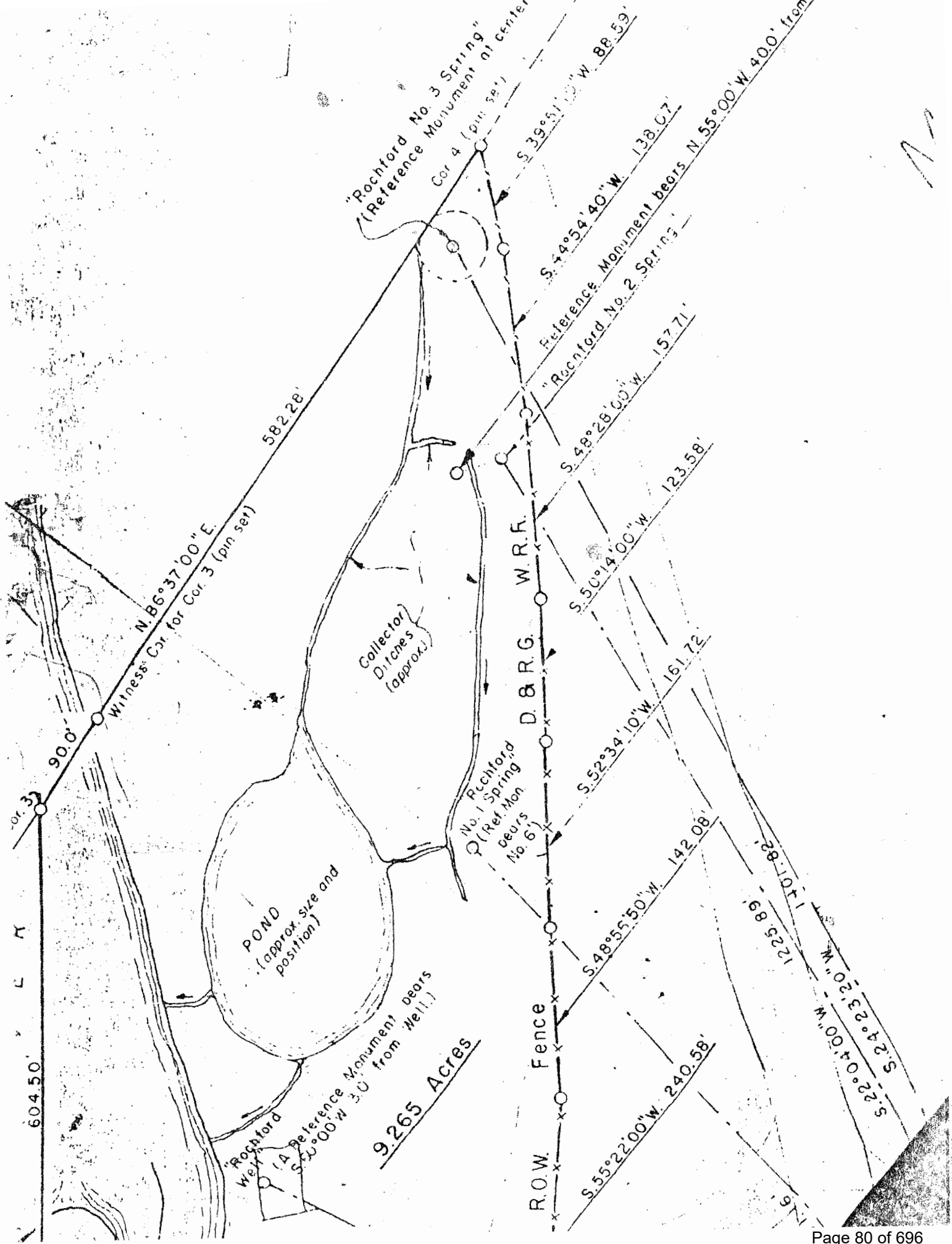
It is accordingly ORDERED that this Ruling shall be filed with the Water Clerk subject to Judicial review.

It is further ORDERED that a copy of this Ruling shall be filed with the appropriate Division Engineer and the State Engineer.

The month and year for filing and Application for Finding of Reasonable Diligence shall be October 1, 2002.

Dated this 16th day of October, 1996.

Thomas W. Ossola
WATER JUDGE



Flow Meter Water Usage Powell Properties

Total Use (Gal)	Total Use (AF)
609,600	1.87

date	reading	amount	
6/18/2017			
6/25/2017			
7/9/2017	28,400	28,500	actual
7/16/2017	56,900	28,500	actual
7/23/2017	99,000	42,100	actual
7/30/2017	137,000	38,000	actual
8/6/2017	185,700	48,700	actual
8/13/2017	207,400	21,700	actual
8/20/2017	255,100	47,700	actual
8/27/2017	302,800	47,700	actual
9/3/2017	348,800	46,000	actual
9/10/2017	394,800	46,000	actual
9/17/2017	440,800	46,000	actual
9/24/2017	486,800	46,000	actual
10/1/2017	533,000	46,200	actual
10/12/2017	549,600	16,600	actual
6/18/2017	30,000	30,000	est
6/25/2017	60,000	30,000	est
	609,600		

30,000	0	30,000	0.09
60,000	0	30,000	0.18
88,500	28500	-	0.27
117,000	28500	-	0.36
159,100	42100	-	0.49
197,100	38000	-	0.60
245,800	48700	-	0.75
267,500	21700	-	0.82
315,200	47700	-	0.97
362,900	47700	-	1.11
408,900	46000	-	1.25
454,900	46000	-	1.40
500,900	46000	-	1.54
546,900	46000	-	1.68
593,100	46200	-	1.82
609,700	16600	-	1.87

end of 2017 season

Flow Meter Water Usage Powell Properties

Total Use (1 Total Use (AF)

2018						1,082,700	3.32
date	reading	amount					
5/13/2018	549,600		beginning	-	0	45,000	-
5/20/2018	600,300	50700	actual	50,700	50700	45,000	0.16
5/27/2018	651,000	50700	actual	101,400	50700	-	0.31
6/3/2018	701,700	50700	actual	152,100	50700	-	0.47
6/10/2018	752,400	50700	actual	202,800	50700	1,082,700	0.62
6/17/2018	803,100	50700	actual	253,500	50700	-	0.78
6/24/2018	852,100	49,000	actual	302,500	49000	-	0.93
7/1/2018	899,300	47,200	actual	349,700	47200	-	1.07
7/8/2018	947,400	48,100	actual	397,800	48100	-	1.22
7/16/2018	1,017,300	69,900	actual	467,700	69900	-	1.44
7/23/2018	1,071,600	54,300	actual	522,000	54300	-	1.6
7/30/2018	1,125,900	54,300	actual	576,300	54300	-	1.77
8/6/2018	1,180,200	54,300	actual	630,600	54300	-	1.94
8/13/2018	1,234,500	54,300	actual	684,900	54300	-	2.1
8/20/2018	1,281,300	46,800	actual	731,700	46800	-	2.25
8/27/2018	1,327,366	46,066	actual	777,766	46066	-	2.39
9/3/2018	1,373,432	46,066	actual	823,832	46066	-	2.53
9/10/2018	1,419,500	46,068	actual	869,900	46068	-	2.67
9/17/2018	1,460,433	40,933	actual	910,833	40933.33	-	2.8
9/24/2018	1,501,367	40,933	actual	951,767	40933.33	-	2.92
10/1/2018	1,542,300	40,933	actual	992,700	40933.33	-	3.05
10/8/2018	1,587,300	45,000	actual	1,037,700	45000	-	3.18
10/15/2018	1,632,300	45,000	actual	1,082,700	45000	-	3.32
		1,082,700	3.32				

**Commonwealth Land Title Insurance Company
TITLE REPORT**

SCHEDULE A

Title Report No: H0518761-610-ETO-PK

1. **Effective Date:** November 17, 2020 at 8:00 A.M.
2. The estate or interest in the land described or referred to in this Title Report is:

A Fee Simple

3. Title to the estate or interest in the land is at the Effective Date vested in:

The Powell Family Trust dated July 5, 2019

4. The land referred to in this Title Report is described as follows:

See Attached Legal Description

(for informational purposes only) 21 and 25 Violet Lane, Eagle, CO 81631

Attached Legal Description

Lots 1 and 2, Powell Park, according to the plat recorded October 20, 1983 in Book 371 at Page 287, County of Eagle, State of Colorado

SCHEDULE B

Exceptions

1. Reservations contained in the Patent

From: The United States of America
Recording Date: May 04, 1891
Recording No: Book 48 at Page 153

Which among other things recites as follows:

Any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by local customs, laws and decisions of courts.

The right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

2. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Holy Cross Electric Association, Inc.
Purpose: Right of Way
Recording Date: September 09, 1981
Recording No: Book 328 at Page 688

3. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat(s) of said subdivision set forth below:

Recording Date: October 20, 1983
Recording No: Book 371 at Page 287

4. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Holy Cross Electric Association, Inc.
Purpose: Right of Way
Recording Date: January 20, 1984
Recording No: Book 377 at Page 164

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Eagle Telecommunications Inc.
Purpose: Right of Way
Recording Date: April 16, 1986
Recording No: Book 439 at Page 894

6. Any assessment or lien of the Eagle Sanitation District as disclosed by the Order of Inclusion recorded January 05, 1990 in Book 520 at Page 705

7. Any rights, interest or easements in favor of the United States, the State of Colorado or the Public, which exists or are claimed to exist in and over the present and past bed, banks or waters of Eagle River.

8. Water boundaries necessarily are subject to change due to erosion or accretion by tidal action or the flow of rivers and streams. A realignment of water bodies may also occur due to many reasons such as deliberate cutting and filling of bordering lands or by avulsion. Recorded surveys of natural water boundaries are not relied upon by title insurers for location of title.

9. Terms, conditions, provisions, agreements and obligations contained in the Partial release and quitclaim of Railroad Right of Way as set forth below:

Recording Date: January 22, 2019
Recording No.: Reception No. 201900946

10. Terms, conditions, provisions, agreements and obligations contained in the Assignment and Assumption Agreement as set forth below:

Recording Date: January 22, 2019
Recording No.: Reception No. 201900947

11. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 83-41 of the Board of County Commissioners as set forth below:

Recording Date: June 11, 2019
Recording No.: Reception No. 201908614

12. Terms, conditions, provisions, agreements and obligations contained in the Easement Purchase Agreement as set forth below:

Recording Date: July 24, 2019
Recording No.: Reception No. 201911585

13. Terms, conditions, provisions, agreements and obligations contained in the Temporary Construction Easement as set forth below:

Recording Date: July 24, 2019
Recording No.: Reception No. 201911586

14. Terms, conditions, provisions, agreements and obligations contained in the Water Line Easement as set forth below:

Recording Date: July 24, 2019
Recording No.: Reception No. 201911587

END OF EXCEPTIONS

THIS IS A TITLE REPORT ONLY. **This is not a commitment to insure.**

The information set forth herein is based on information supplied to Heritage Title Company, Inc. by sources believed to be reliable and is provided for accommodation purposes only. Heritage Title Company, Inc. assumes no liability hereunder unless a policy or policies of title insurance are issued by Heritage Title Company, Inc. and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgage and/or owner's policy of title insurance by Heritage Title Company, Inc. within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its effective date and shall be deemed to have been furnished for informational purposes only.

Exhibit C
LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

LIMITATIONS OF LIABILITY

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE, AS DEFINED ABOVE, AMONG THE TITLE INSTRUMENTS ARE OUTSIDE THE SCOPE OF THE REPORT.

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS, AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.

APPLICANT AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE APPLICANT IS PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE APPLICANT WITHOUT SAID TERM. APPLICANT RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT, BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO APPLICANT, DOES NOT INTEND FOR APPLICANT TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF APPLICANT DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND APPLICANT DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, APPLICANT MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF

THE TITLE OR STATUS OF TITLE. APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

APPLICANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGE

Powell Documents Pertaining to Raw Water Agreement and Annexation Agreement

1. Cover letter pertaining to “termination” language—
Section 14 of the draft Raw Water Agreement
2. Cash-in-Lieu discussion—Section 5.a. of the Annexation
Agreement
3. Powell preferred Raw Water Agreement

March 17, 2001

To: Town Council
Fr: Willy Powell
Re: **Raw Water Agreement for Powell Annexation**

Powell, in the past, has used the same water attorney as the town, Mary Elizabeth Geiger. Therefore, Mary Elizabeth has recused her attorney work for the Powell Raw Water Agreement. The town then hired a special counsel, Alperstein & Covell, represented by Cindy Covell.

Ms. Covell has drafted a Raw Water Agreement pertaining to the Powell annexation. In the draft agreement it allows the town to unilaterally terminate the raw water agreement after 20 years and for no cause. The special counsel's language is changing the town's decades-long policies promoting the use of raw water for irrigation without Town Council's approval. In the prior development agreements there has been no "termination" language. Rather the town promotes raw water irrigation, in as many places and subdivisions as possible.

Please refer to the attachment for language pertaining to the Hockett Gulch, the last raw water agreement the town approved. There is no "termination" language in the agreement, rather it promotes that the raw water operations be used on a continuous basis.

The draft termination language by special counsel for the Powell Subdivision is problematic for the following reasons.

- The draft termination language is a new precedent without Town Council approval.
- The lease can be unilaterally terminated by the town after 20 years and for no cause.
- Termination can occur without evidence that use of the raw water is harming the Town's water rights.
- Powell and predecessors have adjudicated water rights (5 springs and pond) and has operated a raw water system for decades. These water rights have NO use as part of the Town's water system.
- Hockett Gulch has not used water on their land for at least 40 years.
- Why is Powell being treated differently, when its raw water system has been operated effectively and efficiently.
- The town has promoted raw water in as many places as possible—Chambers Park, Nogal Park, Brush Creek Park (and Br. Cr. Elementary School) and certain subdivisions where possible, i.e., all subdivisions on Nogal Road. Brush Creek Village Townhomes and Soleil Homes. In the future Nogal Gulch PUD, Red Mountain Ranch, and Powell Park subdivision will be irrigated by raw water sources.
- Developers dedicate water rights to the town in order to serve their development. If the Town terminates a raw water lease, what obligations does the town have to compensate the developer?
- The town needs to treat developers equitably, and this draft agreement is a departure from any agreement in the past. See Hockett Gulch language below.

Therefore, and considering the above, Powell requests the following policy items be discussed in open discussion (not executive session).

1. For this and all subsequent raw water agreements, is it the policy to grant the town unilateral ability to terminate the agreement after 20 years, and for no cause

2. If the Powell Raw Water agreement is deemed a one-off, special case, then staff must explain the rationale for making the termination language decision.

Hockett Gulch language

Water. a. Raw Water Irrigation. Developer shall install, maintain, operate, repair and replace a raw water irrigation system to provide nonpotable water for irrigation of permanently irrigated landscaped area in the Development, unless Developer is legally prohibited from doing so and provides evidence thereof to the reasonable satisfaction of the Town. Ownership and responsibility for this raw water irrigation system shall belong to Developer, its successors and assigns. If more than one party succeeds to Developer, the parties shall ensure that they continue this operation, maintenance repair and replacement. Code § 12. 16. 060 currently allows for a raw water irrigation credit toward the equivalent residential units (" EQR") calculation for residential units for assessing the water plant investment fees. The current raw water irrigation credit in the Code is at a rate of 0. 25 EQR per 2, 500 square feet of permanently irrigated landscaped area, not to exceed 25% of the total EQR

TOWN OF EAGLE RAW WATER AGREEMENT

This Raw Water Agreement is entered into this _____ day of _____, 2020 (“Commencement Date”), by and between the TOWN OF EAGLE (“Town”), with its principal address at _____ and the Powell Family Trust Dated July 5, 2019, whose address is _____ (“Developer”).

Recitals

- A. The Town currently owns, operates and maintains in accordance with the laws of the State of Colorado and its Municipal Code (“Code”) and ordinances, rules, regulations and policies, the Town of Eagle water system, which includes, among other things, water rights and supplies, decrees, infrastructure and related facilities to allow it to provide water service to its customers.
- B. Developer owns property described as Powell Park Lots 1 and 2, Pursuant to a Final Plat of Eagle County, Colorado (Reception No. 267605) (“Subject Property”) and has petitioned to annex the Subject Property to the Town.
- C. Developer owns certain water rights that are decreed for use on the Subject Property and that have historically been used on the Subject Property for their decreed purposes (“Developer Water Rights”). The Developer Water Rights are identified and described on **Exhibit A**.
- D. Developer wishes to convey the Developer Water Rights to the Town, and, subject to the terms of this Agreement, to lease the Developer Water Rights from the Town their decreed uses on the Subject Property, in accordance with the water court decrees for the Developer Water Rights and as provided in this Agreement.
- E. This Agreement is entered into in conformity with and subject to the laws of the State of Colorado and the Code, ordinances, rules and regulations and policies of the Town.

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

1. Conveyance of Water Rights. Developer agrees that upon the Town’s final approval of its petition for annexation of the Subject Property, it will convey the Developer Water Rights (other than the Rochford Well) to the Town by special warranty deed, free and clear of encumbrances, in return for the benefits of this Agreement, and for no additional monetary consideration.
2. Abandonment of Rochford Well. Developer will abandon the Rochford Well, decreed in Case No. W-1927, Water Division No. 5, in accordance with the requirements of the Colorado State Engineer for abandonment of wells. Developer will submit evidence of such abandonment to the Town within _____ months of approval of the annexation of the Subject Property, and will also cancel and abandon any applicable well permits and the decreed water right for the Rochford Well.
3. Provision of Raw Water. The Town will be the sole provider of raw water to the Subject Property. No additional supplies will be developed, purchased, appropriated for or used

on the Subject Property without the prior written agreement of the Town and Developer, and amendment of this Raw Water Agreement. When the Developer Water Rights have been conveyed to the Town, the Town by and through this Agreement leases the Developer Water Rights to Developer for outdoor uses in accordance with this Agreement, *provided*, however, that the Town shall not be required to provide water hereunder at such times as, and to the extent that, water cannot be legally and physically provided pursuant to the Developer Water Rights, or at such times and to the extent the Town has imposed restrictions on outdoor water use in accordance with its water conservation use policies and regulations as now in force or hereafter amended, revised or replaced.

The Developer will beneficially use the Developer Water Rights in accordance with their respective decrees, and will operate, maintain, repair and replace the water system pumps and other infrastructure as required in order to deliver the Developer Water Rights for beneficial use, without waste, in accordance with their decrees. Developer will take reasonable steps to assure that the Developer Water Rights are not subject to abandonment as a result of nonuse. The Town will not have any liability to Developer for any restrictions, curtailment orders, or requirements for compliance issued by state water administration officials, or with respect to any abandonment claims by state water administration officials or others. The Town has no obligation to challenge any abandonment listing or abandonment claims, but will reasonably cooperate with Developer if any of the Developer Water Rights are listed on an abandonment list, or otherwise claimed to have been abandoned, and the Developer elects to challenge such listing or claims at its own cost.

4. No Additional Payment. Developer shall not be required to pay an annual charge for the delivery of raw water from the Developer Water Rights. Developer shall be solely responsible for the payment of a contract to provide augmentation water associated with the Developer Water Rights, if any, and such contract shall not be assigned to the Town.
5. Term. This Agreement shall continue until terminated as provided in paragraph 14.
6. Water Use by Developer. The raw water provided to the Subject Property under this Agreement shall be used only for outdoor irrigation and other decreed uses (other than in-building) on the Subject Property in accordance with the following conditions.
 - 6.1 All use shall be in accordance with the applicable decree or decrees for the Developer Water Rights.
 - 6.2 Notwithstanding anything to the contrary in any of the decrees for the Developer Water Rights, none of the Developer Water Rights will be used for any indoor or in-building uses, all of which uses will be made only with treated water provided by the Town.
 - 6.3 The Developer Water Rights may not be cross-connected to the Town treated water system, and water from the Developer Water Rights may not be allowed to backflow into the Town treated water system. Developer shall comply with paragraph 12 regarding cross-connection and backflow prevention.
 - 6.4 All use of the Developer Water Rights is subject to all applicable Code provisions, ordinances, rules, regulations and policies now in force or hereafter enacted or

adopted, including water restrictions and curtailment requirements, and Developer will comply with all such Code provisions, ordinances, rules, regulations and policies.

- 6.5 All use of the Developer Water Rights is subject to all requirements of state water administration officials, including accounting, measuring and reporting requirements. At its cost, Developer will install and maintain a continuous flow meter on its irrigation pump, and any other measuring devices required by state water administration officials, and Developer will properly maintain all records of use required by state water administration officials. Developer will provide to the Town all information regarding measurement and use of the water rights that is required to be maintained or reported by the Town within 30 days of request by the Town. Developer will comply with all requirements of state water administration officials and will indemnify the Town and hold it harmless from all costs or claims resulting from state administrative enforcement requirements or proceedings.
- 6.6 Use of the Developer Water Rights will be reduced or curtailed in accordance with the Town's water conservation policies and regulations and other policies and regulations concerning diversion of water under water rights owned or controlled by the Town, and Developer will be liable for any penalties that may be assessed for violations of such policies and regulations. Should the Town require curtailment or reduction of use of the Developer Water Rights for any reason, Developer will limit or curtail use of the Developer Water Rights until the Town notifies Developer that use of the Developer Water Rights may be resumed.
7. Structures and Facilities. The Developer is and shall remain the owner of all infrastructure necessary to divert, store, deliver and use water from the Developer Water Rights on the Subject Property, and shall be solely responsible at all times for all construction, installation, cleaning, operation, maintenance, repair and replacement of all ditches, laterals, pipelines, infrastructure and equipment required for or in connection with use of the Developer Water Rights on the Subject Property, including but not limited to diversion structures, measuring flumes and meters, pumps, sprinkler systems, and other water system infrastructure.
8. No Right to Reuse or Successively Use Water. Developer shall have no right to reuse or make a succession of uses of the water leased pursuant to this Agreement, unless provided for in the decrees. Developer agrees that it does not, by this Agreement, acquire any interest in any water rights owned or controlled by the Town, and that any claims it may have with respect to the delivery of water hereunder are strictly contractual rights as provided in this Agreement.
- The Town specifically reserves the right to reuse, to the extent permitted by law, the water which is provided for use on the Subject Property pursuant to this Agreement. The Town may apply to the water court for permission to store, reuse or successively use, or otherwise change any of its water rights, including the Developer Water Rights, so long as the Town remains able to comply with this Agreement. Developer shall not oppose any such water application.
9. No Liability for Suspension of Water Delivery. The Town shall not be liable for failure to deliver water for any reason, including of failure of infrastructure (all of which is owned and controlled by Developer), or implementation of any water restrictions as provided in paragraph 3.

10. Indemnification. As partial consideration for this Agreement, Developer will indemnify the Town and hold it, its officials, agents and employees, harmless from any and all losses, injuries or claims of any kind whatsoever, including all costs of defense and expert witness and attorney fees, that may arise from Developer's use of the Developer Water Rights, or Developer's construction, installation, operation, maintenance, repair, rehabilitation or replacement of structures or facilities belonging to or controlled by Developer or its agents, employees, or contractors, on or off of the Subject Property, or any condition that may arise as a result of flooding or other condition or emergency, and including but not limited to any such claims resulting from water flowing onto, seeping into or otherwise damaging or injuring any person or property for any reason. At no time shall anything contained within this Agreement be considered or interpreted to waive or diminish, in whole or in part, the rights or limitations bestowed upon the Town by the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended, or any other law, nor shall the indemnification obligation hereunder cover claims or losses or damages for which the Town would not be liable, should this indemnification provision not have been in existence.
11. Water Quality. Developer acknowledges that the raw water provided pursuant to this Agreement is untreated water, and that the Town makes no guarantees or representations concerning the quality of the water provided, or its fitness for the purposes for which it is used, or for any particular purpose.
12. Cross-Connection Prevention. Developer will not allow any cross-connection with or backflow into the Town's treated water system from the Developer Water Rights. Developer will install, at its cost, all required devices to prevent backflow or cross-connection. Developer will comply with all Code provisions regarding cross-connection prevention, as such provisions may be amended, replaced or revised in the future, and all Town policies, requirements and regulations regarding cross-connection and backflow prevention. The Town shall have the right to make inspections and reasonable requests for assurance that no cross-connection or backflow exists, and such assurances shall be provided at Developer's cost.
13. Obligations Consistent with Law. The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with the state and federal law, and the Code. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or the Code, or is declared invalid, the parties shall either terminate this Agreement or in good faith negotiate to modify the Agreement so as to make it consistent with the state or federal law or the Code, as the case may be.
14. Term and Termination of Raw Water Agreement. This Agreement shall be for an initial term of twenty (20) years ("Initial Term"), beginning on the Commencement Date. This Agreement shall be automatically renewed for additional, successive terms of five (5) years.. In the event the Town believes that Developer (or its successors and assigns) is not using the Developer Water Rights as required under this Agreement, the Town shall give notice thereof in writing, stating the grounds for the alleged default, and providing the Developer with a reasonable period (which shall not be less than 30 days) in which to cure the alleged default. The Town may only send a Notice of Termination of this Agreement in the event that Developer (or its successors and assigns) have defaulted and failed to cure in a timely manner. This Agreement may also be terminated at any other time by mutual written agreement of the parties. Upon termination, Developer shall, at Developer's expense, take all actions necessary to ensure that the Developer Water Rights and the raw water system cannot continue to be utilized on the Subject Property.

15. No Outdoor Use of Treated Water. Developer may not use Town treated water for outdoor irrigation, ponds or water features without the Town's prior written consent. If Developer no longer wishes to utilize the Developer Water Rights on the Subject Property and terminates this Agreement, Developer may request additional treated water for outdoor irrigation uses. The Town, in its sole discretion, may (but need not) elect to provide treated water for outdoor irrigation uses consistent with its then-applicable ordinances, policies, rules and regulations, and upon Developer's payment of any then-applicable tap fee or other fees required for such additional outdoor uses.
16. Formation of Association. At such time as the Subject Property is no longer owned by a single person or entity, Developer shall form an Association for the purpose of managing the use of water on the Subject Property in conformance with this Agreement. At that time, Developer shall record covenants in the public records that bind each owner of a portion of the Subject Property to the requirements contained herein. The rights and obligations under this Agreement shall, at such time, be assigned to the Association which shall be responsible to the Town for performance under this Agreement. Developer shall provide the Town with a copy of the recorded covenants for its records.
17. Annual Report. Developer shall provide to the Town an annual report detailing its use of the Developer Water Rights on or before the 10th day of November of each year. The annual report will include the following information: (a) a summary of water pumped from the pond for irrigation use as reported by the flow meter on a month by month basis, and (b) a description of maintenance activities undertaken on the facilities required to divert and use the Developer Water Rights.
18. Default. Subject to the right of cure described in paragraph 14, if either party defaults in its obligations hereunder, the other party shall have available to it all remedies at law or equity, including the remedy of specific performance.
19. No Waiver of Rights or Remedies. Failure of a party hereto to exercise any right or remedy hereunder shall not be deemed a waiver of any such right or remedy and shall not affect the right of such party to exercise at some future time said right or remedy or any other right or remedy it may have hereunder.
20. Notice. All notices required to be given hereunder shall be in writing, and shall be deemed given three business days following deposit in the United States mail, certified mail, return receipt requested, postage prepaid, properly addressed to the party to whom directed at its address shown below or at such other address as may be given by notice pursuant to this paragraph:

Town of Eagle

cc: Town Attorney

Developer:

Powell Family Trust Dated July 5, 2019
c/o William Powell

P.O. Box 1227
Eagle, CO 81631

21. Force Majeure. No party shall be held liable for failure to perform hereunder due to wars, strikes, acts of God, natural disasters, pandemic, drought or other occurrences outside the control of such party.
22. Binding Agreement, Covenants and Recording. This Agreement is binding upon the parties hereto, their successors and assigns. This Agreement shall be recorded, and the rights and obligations contained in this Agreement shall be covenants that run with the land of the Subject Property, and shall be jointly and severally binding upon and inure to the benefit of any and all owners of the Subject Property, or any portion thereof or interest therein.
23. Authority of Signatories. By signing this Agreement, the parties acknowledge and represent to one another that all procedures necessary to validly contract and execute this Agreement have been performed and that the persons signing for each party have been duly authorized to do so.
24. Interpretation of Agreement. Neither the titles to this Agreement and its paragraphs, nor the recitals appearing prior to paragraph 1 of this Agreement shall be used to alter the meaning of this Agreement, and in the event of a conflict, the terms and conditions of the numbered paragraphs shall govern.
25. Litigation. In the event either party is required to take legal action to enforce its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs, including expert witness fees. The parties agree that the forum for any such litigation shall be the Eagle County District Court or County Court.
26. Counterparts. This Agreement may be signed using counterpart signature pages, with the same force and effect as if all parties signed on the same signature page.

IN WITNESS WHEREOF, the parties hereto set their hands on the date and year above first written.

Attest:

TOWN OF EAGLE

By: _____

DEVELOPER:
POWELL FAMILY TRUST DATED JULY 5, 2019

STATE OF COLORADO)
)
COUNTY OF EAGLE)

SUBSCRIBED AND SWORN to before me this _____ day of
_____, 20__, by William Powell as Trustee for the
Powell Family Trust Dated July 5, 2019

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

Discussion of Cash-in-Lieu of Water Rights for Potable System (indoors only)

Powell believes the basis for the cash in lieu amount is in error. See language below in the draft annexation agreement which states the amount is \$7000 per EQR. Our existing apartment building has four units of two bedrooms and one bath each. The EQR chart, found in Section 12.16.060 of the Municipal Code, states the EQR amount for this size of unit is 0.6 EQR. Thus the amount for one unit should be charged no more than \$4200 per unit.

However, I will not be using the allowance for 4 x 500 + 2000 SF of irrigated landscape area. As you know we have opined I should be treated like Hockett Gulch who negotiated \$3500 per unit. And this amount of 4 x 3500 is consistent with two single family lots of 2 x 7000 to be constructed in the future.

It should be noted that the Powell Subdivision will be the very least consumptive water use project in town for the following reasons. First, the project has an existing raw water system. Secondly, the location of the subdivision is 500 yards from the Lower Basin Water Treatment Plant and indoor water use almost immediately returns to the Wastewater Treatment Plant.

Draft Annexation Agreement language

5. Water Service and Water Rights.

a. Water service to the Property for treated water uses other than outdoor irrigation and water features shall be provided by the Town, provided that upon annexation, Petitioners connect to the Town's water utility in accordance with Chapter 12.16 of the Code, and that Petitioners make the required payment in lieu of dedication of water rights for such treated water service, as calculated in this paragraph. The payment in lieu of water rights dedication for the treated water service is \$7,000 per EQR. Petitioners shall pay the applicable plant investment fee and payment in lieu of water rights dedication fee calculated at the time that Petitioners apply for a building permit to develop the Property, or calculated 24 months from the Effective Date of the Annexation Agreement, whichever occurs first.

Section 12.16.060 of the Eagle Municipal Code

Multi-family residential (townhouses, condominiums, and apartments per unit)—includes 500 square feet of permanently irrigated landscaped area per unit

Studio—no bedrooms, one bathroom0.4

Up to two bedrooms and one and one-half bathrooms0.6

PETITION FOR ANNEXATION

POWELL PARK ANNEXATION

TO: TOWN COUNCIL, TOWN OF EAGLE, COLORADO

RE: PETITION FOR THE ANNEXATION FOR THE POWELL PARK ANNEXATION TO THE TOWN OF EAGLE AS SET FORTH IN EXHIBIT "A" ATTACHED HERETO.

The undersigned Petitioner, in accordance with the provisions of Sections 31-12-101, *et. seq.*, C.R.S., the Municipal Annexation Act of 1965, hereby petitions the Town Council of the Town of Eagle, Colorado ("Town") for annexation to the Town of the land described in Exhibit "A" attached hereto and incorporated herein (the "Property"), which is currently in the County of Eagle, State of Colorado.

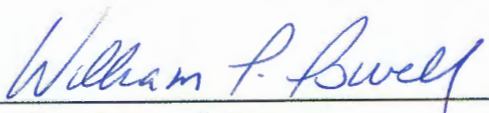
The Petitioner further states to the Town Council of the Town as follows:

1. That it is desirable and necessary that the Property be annexed to the Town.
2. That the Property meets the requirements of Sections 31-12-104 and 31-12-105, C.R.S. in that:
 - A. Not less than one-sixth ($1/6^{\text{th}}$) of the perimeter of the Property is contiguous with the Town.
 - B. A community of interest exists between the Property and the Town; the Property is urban or will be urbanized in the near future; and the Property is integrated with or is capable of being integrated with the Town.
 - C. The petitioners, William and Nancy Powell are the owner of 100% of the Property, and hereby consents to the establishment of the boundaries of this territory as shown on the annexation map submitted herewith.
 - D. The Property is not presently part of any incorporated city, city and county, or town; nor have annexation proceedings been commenced for the annexation to another municipality of part or all of the Property; nor has any election for annexation of the Property or substantially the same territory to the Town, been held within twelve (12) months immediately preceding the filing of this Petition.

- E. The annexation of the Property will not result in the detachment of area from any school district and the attachment of the same to another school district.
- F. The annexation of the Property will not have the effect of extending the boundary of the Town more than three (3) miles in any direction from any point of the Town's boundary in any one (1) year.
- G. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the Property.
- H. Reasonable access shall not be denied to landowners, owners of an easement, or the owners of a franchise, adjoining any platted street or alley annexed by the Town but not bounded on both sides by the Town.
- I. The requirement of C.R.S. Sections 31-12-105 exist or have been met.
- J. Petitioner reserves the right to withdraw this Petition at any time prior to the Town's final approval of the annexation.

THEREFORE, PETITIONER RESPECTFULLY REQUESTS that the Town Council of the Town of Eagle, Colorado approve the annexation of the Property pursuant to the provisions of the Municipal Annexation Act of 1965, as amended.

SIGNATURE OF LANDOWNER/PETITIONER
THE POWELL FAMILY TRUST DATED JULY 5, 2019


William P. Powell, Trustee


Nancy N. Powell, Trustee

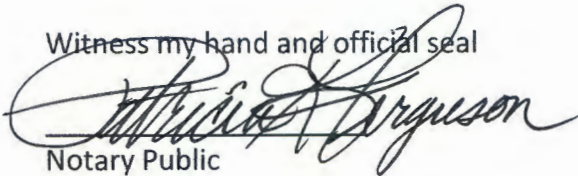
Date of Signature: 12/18/2020

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

 The foregoing instrument was acknowledged before me this 18th day of December, 2020, by William P. Powell as Trustee for the Powell Family Trust dated July 5, 2019.

My commission expires: 12/14/2021

Witness my hand and official seal


Notary Public

STATE OF COLORADO

)

) ss.

COUNTY OF EAGLE

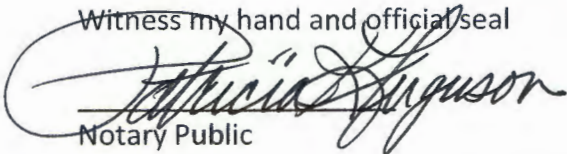
)

PATRICIA K FERGUSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094040649
MY COMMISSION EXPIRES DECEMBER 14, 2021

 2020 The foregoing instrument was acknowledged before me this 18th day of December,
2019, by Nancy N. Powell as Trustee for the Powell Family Trust dated July 5, 2019.

My commission expires: 12/14/2021

Witness my hand and official seal


Notary Public

PATRICIA K FERGUSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094040649
MY COMMISSION EXPIRES DECEMBER 14, 2021

Mailing Address of Petitioner:

The Powell Family Trust dated July 5, 2019

William and Nancy Powell

PO Box 1227

Eagle, CO 81631-1227

Exhibit "A" to Petition for Annexation

Powell Park

Lots 1 and 2

Pursuant to a Final Plat of Eagle County, CO, Reception NO. 267605

Exhibit "B" to Petition for Annexation

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, who being first duly sworn upon oath, deposes and says: that he was the circulator of the foregoing Petition for Annexation of Powell Park to the Town of Eagle, Colorado, that each signature thereon was witnessed by your affiant and is the true signature of the person whose name it purports to be.

William P. Buell

Circulator

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this 18th day of December, 2020, by William P. Buell, Circulator.

My commission expires: 12/14/2021

Witness my hand and official seal

Patricia K Ferguson
Notary Public

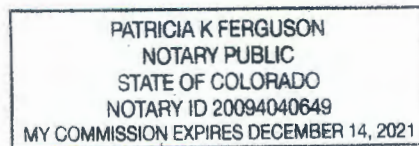
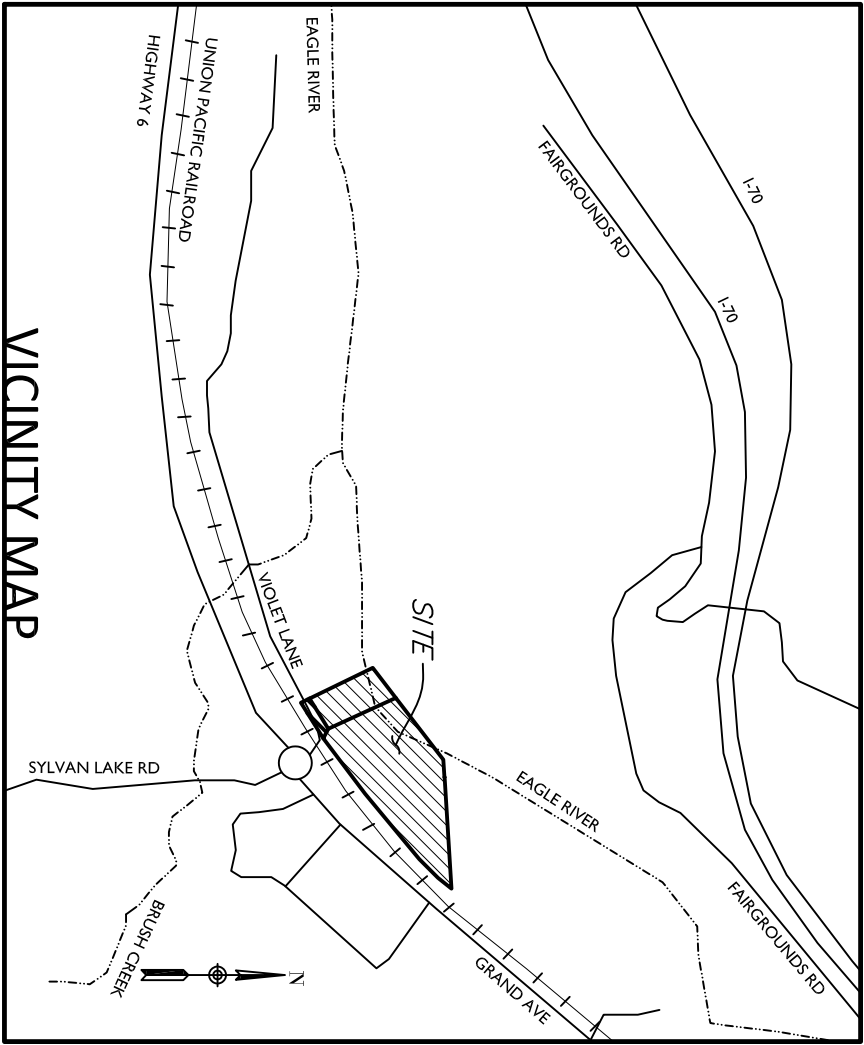


Exhibit "C" to Petition for Annexation

ANNEXATION MAP

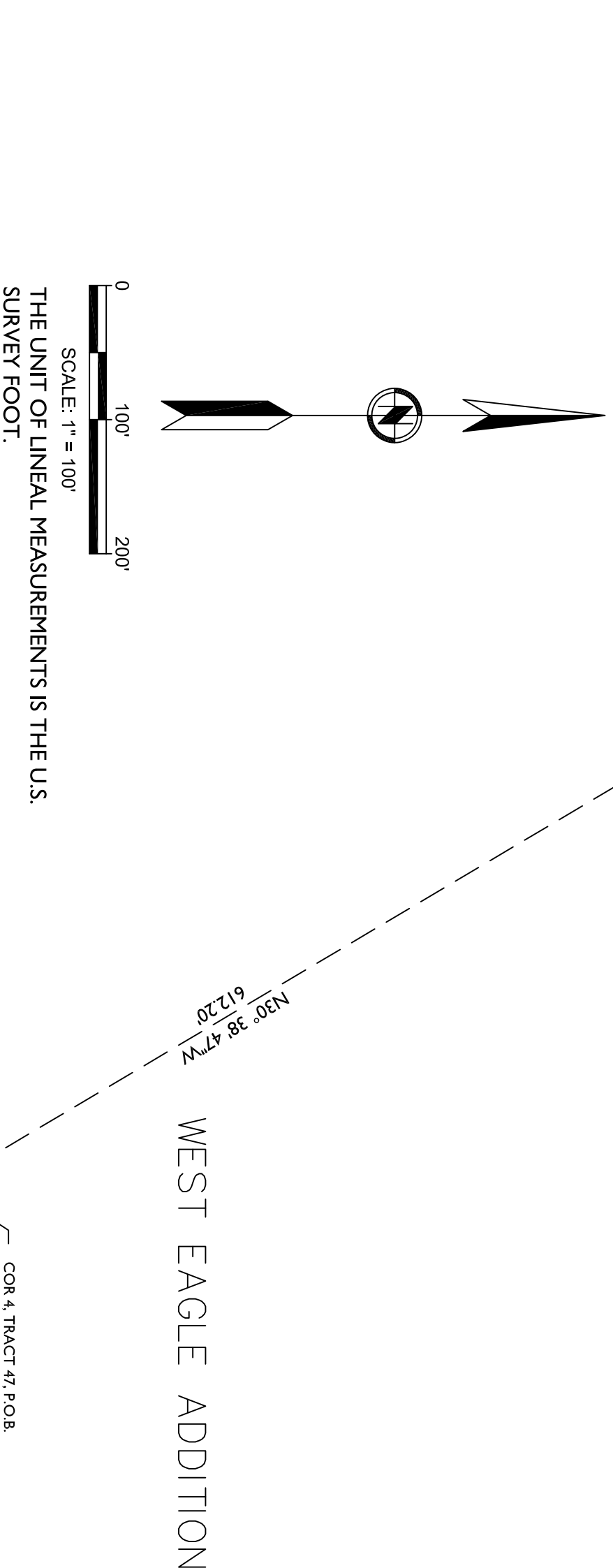
ANNEXATION MAP

OF POWELL PARK ADDITION
TO THE TOWN OF EAGLE
A PORTION OF TRACT 47, SECTION 5
TOWNSHIP 5 SOUTH, RANGE 84 WEST
OF THE 6TH P.M., EAGLE COUNTY, COLORADO



THERMO DYNAMICS INC.

LINE	BEARING	LENGTH
L1	N24° 34' 06"W	163.48'
L2	S68° 07' 33"W	183.38'
L3	N24° 34' 06"W	223.08'
L4	N62° 34' 08"W	92.02'
L5	S39° 46' 23"W	88.59'
L6	S44° 49' 53"W	138.07'
L7	S48° 23' 13"W	157.71'
L8	S50° 09' 13"W	123.58'
L9	S92° 29' 23"W	161.72'
L10	S48° 52' 03"W	142.08'
L11	S55° 17' 17"W	219.28'
L12	S98° 07' 33"W	198.38'
L13	N25° 53' 47"W	365.73'
L14	N86° 30' 37"E	91.74'
L15	N25° 53' 47"W	50.27'
L16	N55° 17' 13"E	21.30'



Lot 1	1.6275 acres
Lot 2	7.3981 acres
Annexation Boundary	9.0256 acres

LEGEND

- ANNEXATION BOUNDARY
- PROPERTY LINE
- EASEMENT LINE
- TOWN BOUNDARY
- FLOODPLAIN
- NORMAL, HIGH WATER LINE
- FENCE
- STREET ADDRESS

MONUMENT KEY

- FOUND #5 REBAR WITH A 1-1/2" ALUMINUM CAP STAMPED PLS 28967
- FOUND 2-1/2" QLO BRASS CAP ON 1" PIPE
- FOUND #5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED PLS 23089
- FOUND #5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED PLS 19109
- SET #5 REBAR WITH A 1-1/2" ALUMINUM CAP STAMPED PLS 23089
- FOUND #5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED PLS 4551
- FOUND #5 REBAR WITH 2-1/2" ALUMINUM CAP STAMPED PLS 28967 LEAVING

NOTES

- The bearings hereon are based on bearing of N0°33'00"W between the town monument box at Fifth and Broadway and the town monument box at Second and Broadway, as shown hereon. Said bearings are related counter clockwise 0°24'47" from the platred bearings to conform to the town, except where the platred bearing is called out for the northernly boundary line.
- Date of survey: December 26, 2017
- The legal description and record easements are based on ALTA Title Commitment No. H05187915-10-ETOPK, with and effective date of November 7, 2019.
- The 100 year floodplain is based on Johnson, Kunkel & Associates Eagle County Fairgrounds Floodplain Study dated October 2000.
- The town boundary is based on the MAP OF THE TOWN OF EAGLE showing the 1905 Annexation of the Town of Eagle and depicts the tract line as the Town boundary between the railroad and the approximate centerline of the river.
- The Contiguity Calculations are below:
Contiguous Boundary: 639.3 / 2,915.58 X 100 = 21.9%
1/6 Contiguity Required: 1/6 X 100 = 16.7%

SURVEYOR'S CERTIFICATE

I, James S. Kunkel, a professional land surveyor licensed under the laws of the State of Colorado, do hereby certify that this survey was made under my direct supervision and that the information hereon is correct to the best of my knowledge and belief, and that, not less than one-sixth (1/6) of the perimeter of **POWELL PARK ANNEXATION**, to the Town of Eagle, Colorado, as shown hereon, is contiguous with the existing boundaries of the Town of Eagle, Colorado.

I further certify that the external boundaries of the property shown on this map have been monumented on the ground in accordance with Section 41.5.010(5) of the Eagle Municipal Code. On basis of my knowledge, information and belief, this survey was made under my direct supervision and that the information hereon is correct to the best of my knowledge and belief, and that, not less than one-sixth (1/6) of the perimeter of **POWELL PARK ANNEXATION**, to the Town of Eagle, Colorado, as shown hereon, is contiguous with the existing boundaries of the Town of Eagle, Colorado.

EXECUTED this _____ day of _____, 2020.

James S. Kunkel, PE/PLS No. 23089
Colorado Licensed Professional Land Surveyor

TOWN COUNCIL CERTIFICATE

The Town Council of the Town of Eagle, Colorado, by Resolution Number _____, duly adopted on the _____ day of _____, 2020, has approved the annexation of the property hereon and has determined that the property hereon is eligible for annexation to the Town of Eagle.

The Town Council of the Town of Eagle, Colorado, by Ordinance Number _____, duly adopted on the _____ day of _____, 2020, did annex the property herein described to the Town of Eagle.

Mayor _____
Attest _____

Town Clerk _____

TITLE CERTIFICATE

I, _____, does hereby certify that I have examined the title to all lands shown upon this Map and that title to such lands is vested in _____ free and clear of all liens and encumbrances, except as follows: _____

EXECUTED this _____ day of _____, 2020

Title Examiner _____

CLERK AND RECORDER'S CERTIFICATE

This Map was filed for record in the office of the Eagle County Clerk and Recorder at _____ o'clock _____ M on the _____ day of _____, 2020, and is duly recorded as Reception No. _____.

EAGLE COUNTY CLERK AND RECORDER _____

By: _____

Deputy _____

NOTICE: According to Colorado law any PLAT commencing any legal action based upon any defect in this survey within three years after the date of recording such defect. In no event shall the time for filing such action be extended by the court more than ten years from the date of the certification shown hereon.

Inter-Mountain
ENGINEERING
Civil Engineers & Surveyors

40801 US HWY 66/2, SUITE 203, BOX 978, AVON, CO 81620 PH: (970)949-5072
6551 S. REVERE PARKWAY, SUITE 106, CENTENNIAL, CO 80111 PH: (303)948-6220

CLIENT: THE POWELL FAMILY TRUST

This document was prepared for the exclusive use of the Client specified herein. The use of this document or the information contained herein by any other person or entity is not authorized. If you are not the Client, you are notified that this document and the information contained herein are for your information only and are not to be used without the prior written consent of Inter-Mountain Engineering. This document and any information contained herein is intended to be used within one year of the date hereof. Use after that period is not authorized.

ANNEXATION MAP

OF POWELL PARK ADDITION
TO THE TOWN OF EAGLE
COUNTY OF EAGLE, STATE OF COLORADO

DESIGNED BY: _____

DRAWN BY: SPF

CHECKED BY: JK

DATE ISSUED: 12-18-20

PROJECT NO: 19-0068

SHEET NO: 1 OF 1

NO.	DATE	REVISION	BY

Exhibit "D" to Petition for Annexation

STATEMENT OF WATER RIGHTS

Petitioners, William P. Powell and Nancy N. Powell, states that Petitioner owns the water rights described on the attached "Table of Powell Park Water Rights", and that a sufficient portion of such water rights may be dedicated to the Town at the time of annexation of Powell Park to satisfy the Town's water dedication requirements.

Land Owner William P. Powell
William P. Powell

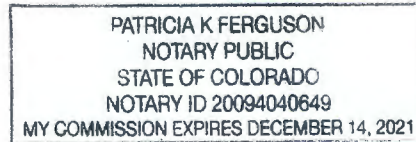
Date of Signature: 12/18/2020

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this 18th day of December, 2020, by William P. Powell, as Land Owner.

My commission expires: 12/14/2021

Witness my hand and official seal
Patricia K Ferguson
Notary Public



Land Owner

Nancy N. Powell

Nancy N. Powell

Date of Signature: 12/18/2020

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this 18th day of December, 2020, by Nancy N. Powell, as Land Owner.

My commission expires: 12/14/2020

Witness my hand and official seal

Patricia K. Ferguson
Notary Public

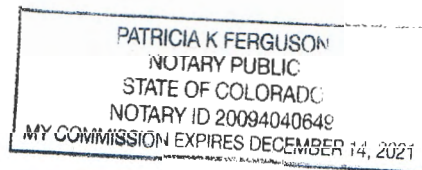


Exhibit D
List of Water Rights
Powell Park

Name of Structure	Amount CFS	Adjudication	Appropriation	Uses	Case No.
		Date	Date		
Rochford Well	0.026	6/27/1973	12/31/1968	Domestic, fire protection	W-1927
Rochford No. 1 Spring	0.022	6/27/1973	12/31/1968	Domestic, Fire protection	W-1926
				irrigation, fish propagation, livestock	
Rochford No. 2 Spring	0.38	6/27/1973	12/31/1968	Domestic, Fire protection	W-1926
				irrigation, fish propagation, livestock	
Rochford No. 3 Spring	0.44	6/27/1973	12/31/1968	Domestic, Fire protection	W-1926
				irrigation, fish propagation, livestock	
Rochford No. 4 Spring	3	June, 1950	10/1/2002	storage, irrigation, aesthetic, piscatorial	95CW104
				wildlife propagation, recreation	
Rochford No. 5 Spring	1	June, 1950	10/1/2002	storage, irrigation, aesthetic, piscatorial,	95CW104
				wildlife propagation, recreation	
Total CFS	4.868				
Rochford Pond	1.2 AF	6/27/1973	8/31/1968	water augmentation	W-209
Wolford Mountain Reservoir	2.5 AF			water augmentation	W17001
				40 year term until 6/30/2057	

**TOWN OF EAGLE, COLORADO
RESOLUTION NO. 14
(Series of 2021)**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
ACCEPTING A PETITION FOR ANNEXATION OF A PARCEL OF LAND LOCATED IN
UNINCORPORATED EAGLE COUNTY AND SETTING A PUBLIC HEARING ON THE
ANNEXATION (POWELL PARK ANNEXATION)

WHEREAS, on December 18, 2020, William and Nancy Powell, owners of unincorporated territory comprising more than 50% of the area proposed for annexation pursuant to C.R.S. § 31-12-107, filed a petition for annexation (the "Petition") of certain unincorporated land to the Town, which land is more particularly described in Exhibit A attached to the Petition;

WHEREAS, pursuant to C.R.S. § 31-12-108, the Town may accept the Petition, if complete, and establish a date, time and place that the Town Council will hold a public hearing to consider the annexation and the applicable requirements of the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, and the Colorado Constitution; and

WHEREAS the Town Council, at its regular meeting on January 26, 2021, reviewed the Petition and various documents submitted in support of the Petition.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO AS FOLLOWS:

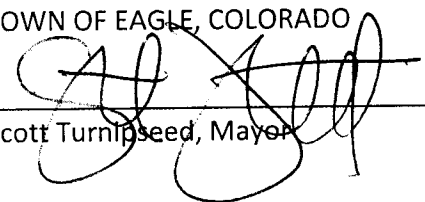
Section 1. The Petition is hereby accepted as substantially in compliance with the petition requirements set forth under the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*

Section 2. A public hearing is scheduled for Tuesday, March 23, 2021, at 6:00 p.m., at the Eagle Town Hall, 200 Broadway, Eagle, Colorado, at which the Town Council will determine if the proposed annexation complies with the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, and Article II, § 30 of the Colorado Constitution.

Section 3. Any person living within the area proposed to be annexed, any landowner of lands thereof, any resident of the Town, any resident of a municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Eagle County may appear at such hearing and present evidence upon any matter to be determined by the Town Council.

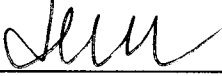
INTRODUCED, READ, PASSED AND ADOPTED ON JANUARY 26, 2021.

TOWN OF EAGLE, COLORADO



Scott Turnipseed, Mayor

ATTEST:



Jenny Rakow, Town Clerk



**EXHIBIT A
LEGAL DESCRIPTION**

Exhibit "A" to Petition for Annexation

Powell Park

Lots 1 and 2

Pursuant to a Final Plat of Eagle County, CO, Reception NO. 267605

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2021 (the "Effective Date"), by and between THE POWELL FAMILY TRUST DATED JULY 5, 2019, a Colorado trust with a legal address of P.O. Box 1227, Eagle, Colorado 81631 ("Petitioner"), and the TOWN OF EAGLE, COLORADO, a Colorado municipality with a legal address of 200 Broadway, Eagle, Colorado 81631 (the "Town") (each a "Party" and collectively the "Parties").

WHEREAS, Petitioner has filed a petition with the Town, pursuant to C.R.S. § 31-12-107(1), for annexation to the Town of the unincorporated lands more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, Petitioner is the owner of 100% of the Property, excluding public rights-of-way;

WHEREAS, Petitioner desires to have the Property annexed into the Town to obtain from the Town such municipal services as the Town may now or in the future extend, including without limitation those described herein; and

WHEREAS, the Town has determined that it is in its best interest to annex the Property, to provide municipal services thereto, and to receive revenues from the Property upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, promises and agreements of each of the Parties hereto to be kept and performed by each of them, the Parties agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, as amended.
2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by Petitioner upon annexation and development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements contained in the Eagle Municipal Code (the "Code") as currently in effect or as hereinafter amended, and any and all applicable state statutes.
3. Zoning. Petitioner hereby consents to the zoning of the Property as Residential Medium (RM). Petitioner is entering into this Agreement and are undertaking the obligations imposed upon Petitioner herein in reliance upon the Town's concurrent adoption of an ordinance annexing the Property into the Town and an ordinance zoning the Property as provided in this Paragraph. Performance of Petitioner's obligations hereunder is expressly conditioned upon the Town's adoption of the ordinances described in this Paragraph. If the Town fails to adopt the ordinances described in this Paragraph, then the petition for annexation will be deemed withdrawn and the annexation process will be terminated.

4. Subdivision. No subdivision is proposed or required at the time of Petitioner's application. Any application to subdivide the Property shall comply with any and all applicable provisions of the Code and any plans in place at the time that Petitioner submits its subdivision application. Prior to any development of the Property and upon an application to subdivide the property, Petitioner agrees to execute a subdivision agreement, development agreement or development addressing the installation of and security for all required public improvements for the Property in accordance with § 4.13.240 of the Code, as amended.

5. Water Service and Water Rights.

a. Water service to the Property for treated water uses other than outdoor irrigation and water features shall be provided by the Town, provided that upon annexation, Petitioner connects to the Town's water utility in accordance with Chapter 12.16 of the Code, and that Petitioner makes the required payment in lieu of dedication of water rights for such treated water service, as calculated in this paragraph. The payment in lieu of water rights dedication for the treated water service is \$7,000 per EQR. Petitioner shall pay the applicable plant investment fee and payment in lieu of water rights dedication fee calculated at the time that Petitioner applies for a building permit to develop the Property, or calculated 24 months from the Effective Date of the Annexation Agreement, whichever occurs first.

b. Pursuant to § 12.26.030 of the Code, Petitioner shall dedicate water rights associated with the Property and described in **Exhibit B**. The Town will lease back said water rights pursuant to a long-term leaseback agreement between the Petitioner and the Town. A copy of the leaseback agreement between Petitioner and the Town is attached hereto as **Exhibit C** and incorporated herein by this reference. The water rights will be used for outdoor irrigation of the Property and decreed outdoor uses on the Property, and will not be used for indoor uses. Petitioner shall abandon the Rochford Well as provided in **Exhibit B**.

6. Dedications.

a. Petitioner shall dedicate a public access easement between the Property and the portion of the County's Fairground lands that adjoins the Property consisting of approximately 1.5 acres and extending up to the high water mark of the Eagle River, as set forth in **Exhibit D**, attached hereto and incorporated herein by this reference (the "Public Access Easement"). The Public Access Easement shall be dedicated at the time of application for a building permit for the Property, application for a demolition permit for any existing structures on the Property, application for a final plat for the Property, or within 1 year of the Effective Date, whichever occurs first. If Petitioner files an application for a final plat, Petitioner shall include the Public Access Easement on the plat, and otherwise, Petitioner shall grant the Public Access Easement to the Town by separate agreement.

b. At the time of final plat, Petitioner shall dedicate to Eagle County an easement to allow Violet Lane to be 50 feet in width, in a location to be determined by Eagle County in consultation with Petitioner, considering the location of fencing, slope implications and any necessary utility relocation. Petitioner shall have no responsibility for any costs associated with any improvements in such easement.

7. No Build Zone. Petitioner hereby agrees that a portion the Property, consisting of the eastern portion of Lot 2, shall be restricted from commercial and residential development (the "No Build Zone"), as further set forth in **Exhibit D**. The No Build Zone shall be established at the time of application for a building permit for the Property, application for a demolition permit for any existing structures on the Property, application for a final plat for the Property, or within 1 year of the Effective Date, whichever occurs first. If Petitioner files an application for a final plat, Petitioner shall include the No Build Zone on the plat, and otherwise, Petitioner shall establish the No Build Zone by separate agreement with the Town.

8. Town Fees. The Parties entered into a Reimbursement Agreement on June 11, 2020, attached hereto as **Exhibit E** and incorporated herein by this reference. Petitioner hereby agrees to fully comply with the terms of the Reimbursement Agreement and make any and all payments required therein. Upon development of the Property, Petitioner shall make any and all required payment of fees to the Town, including public safety impact fees and street impact fees.

9. Waiver of Prior Vested Rights. Petitioner waives any prior vested property rights acquired in Eagle County so long as the Property remains annexed into the Town.

10. Recordation. This Agreement shall be recorded with the Clerk and Recorder of Eagle County, Colorado, and shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors and permitted assigns of the Parties.

11. Cure of Legal Defects. In the event the annexation or zoning of the Property or any portion of this Agreement is declared void or unenforceable by final court action, the Parties shall cooperate to cure any legal defects cited by the court, and immediately upon such cure, the Town shall recommence proceedings to annex the Property, subject to the terms of this Agreement.

12. Remedies. The sole and exclusive remedy of Petitioner against the Town for any breach of this Agreement shall be limited to filing a petition for disconnection with the Town. The Town's remedies under this Agreement include without limitation:

- a. The refusal to issue any building permit or certificate of occupancy;
- b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;
- c. A demand that the security given for the completion of the public improvements be paid or honored; or
- d. Any other remedy available at law.

13. Authority of the Town. Nothing in this Agreement shall constitute a waiver or abrogation of the Town's legislative, governmental or police powers to promote and protect the health, safety and general welfare of the Town or its inhabitants.

14. Miscellaneous.

a. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent prepaid, first-class United States Mail to the Party at the address set forth on the first page of this Agreement.

b. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

c. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

d. Third Parties. There are no intended third-party beneficiaries to this Agreement.

e. Severability. If any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal, invalid or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid, and the Parties shall cooperate to cure any such defect.

f. Governing Law and Venue. Colorado law shall govern the validity, performance and enforcement of this Agreement. Should any Party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Eagle County, Colorado.

g. Modification. This Agreement may be modified only by written agreement between the Parties.

h. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

i. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

k. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF EAGLE

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

**THE POWELL FAMILY TRUST
DATED JULY 5, 2019**

By: _____
William P. Powell

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of _____, 2021, by William P. Powell, as Trustee of the Powell Family Trust.

My commission expires: _____

(S E A L)

Notary Public

By: _____
Nancy N. Powell

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of _____, 2021, by Nancy N. Powell, as Trustee of the Powell Family Trust.

My commission expires: _____

(S E A L)

Notary Public

EXHIBIT A
Legal Description of Property

Lots 1 and 2, Powell Park, according to the plat recorded October 20, 1983 in Book 371 at Page 287, County of Eagle, State of Colorado.

Exhibit B

**List of Water Rights
Powell Park**

Name of Structure	Amount CFS	Adjudication	Appropriation	Uses	Case No.
		Date	Date		
Rochford Well	0.026	6/27/1973	12/31/1968	Domestic, fire protection	W-1927
Rochford No. 1 Spring	0.022	6/27/1973	12/31/1968	Domestic, Fire protection	W-1926
				irrigation, fish propagation, livestock	
Rochford No. 2 Spring	0.38	6/27/1973	12/31/1968	Domestic, Fire protection	W-1926
				irrigation, fish propagation, livestock	
Rochford No. 3 Spring	0.44	6/27/1973	12/31/1968	Domestic, Fire protection	W-1926
				irrigation, fish propagation, livestock	
Rochford No. 4 Spring	3	June, 1950	10/1/2002	storage, irrigation, aesthetic, piscatorial	95CW104
				wildlife propagation, recreation	
Rochford No. 5 Spring	1	June, 1950	10/1/2002	storage, irrigation, aesthetic, piscatorial,	95CW104
				wildlife propagation, recreation	
Total CFS	4.868				
Rochford Pond	1.2 AF	6/27/1973	8/31/1968	water augmentation	W-209

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into on this 10th day of June, 2020 (the "Effective Date") by and between the Town of Eagle, a Colorado municipality with an address of 200 Broadway, Eagle, CO 81631 (the "Town"), and William Powell and Nancy Powell, individuals with an address of P.O. Box 1227, Eagle, CO 81631 (the "Powells") (each a "Party" and collectively the "Parties").

WHEREAS, the Powells are the owners of real property in unincorporated Eagle County more particularly described on **Exhibit A**, attached hereto and incorporated by this reference (the "Property");

WHEREAS, the Powells plan to submit to the Town an application to annex the Property into the Town (the "Application");

WHEREAS, the Parties acknowledge that the land use filing fees provided pursuant to, without limitation, Section 4.03.080(A) of the Eagle Municipal Code (the "Code"), do not adequately cover the Town's expenses incurred during the annexation application process and that the Town will continue to incur expenses until final completion of the Application; and

WHEREAS, the Powells wish to reimburse the Town for its additional expenses incurred processing the Application pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and sufficient consideration, the Parties agree as follows:

1. **Application Process.** The Application will be processed by the Town pursuant to the applicable provisions of the Code, and other applicable law.

2. **Reimbursement.** The Powells hereby agree to reimburse the Town for any and all additional expenses and fees incurred by the Town in reviewing and processing the Application as follows:

a. **Deposit.** The Parties hereby acknowledge and agree that review of the Application may require the Town to incur certain necessary costs, defined as "Pass Through Fees" in Section 4.03.080(B) of the Code, including without limitation costs for third-party consultants engaged by the Town, the Town Attorney, the Town's water counsel and engineer, and staff time for planning, engineering, and public works. Upon execution of this Agreement, the Powells agree to deposit the sum of \$3,350.00, as a deposit (the "Deposit") for Pass Through Fees related to reviewing and processing the Application.

b. **Costs Exceeding Deposit.** If the Town incurs any costs exceeding the Deposit, the Powells shall pay such additional costs or make a subsequent deposit after a meeting between the Powells and the Town to review anticipated costs.

c. Payment in Full.

i. All invoiced Pass Through Fees shall be paid in full to the Town within 10 days of the date of the invoice. Failure by the Powells to pay any invoice within the specified time shall be cause for the Town to refrain from approving the Application until the Pass Through Fees are paid in full.

ii. If the Pass Through Fees are not paid when due, the past due amounts shall be a lien on the Property, and the Town Treasurer may certify the amount of the same to the County Treasurer to be placed on the tax list for the current year and to be collected in the same manner as other taxes are collected.

d. Remaining Deposit. After the signing of any ordinance approving the Application, any remaining Deposit shall be returned to the Powells within 30 days.

4. Miscellaneous.

a. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.

b. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

c. Integration. This Agreement and any attached exhibits constitute the entire Agreement between the Powells and the Town, superseding all prior oral or written communications.

d. Third Parties. There are no intended third-party beneficiaries to this Agreement.

e. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent prepaid, first-class United States Mail to the Party at the address set forth on the first page of this Agreement.

f. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

g. Modification. This Agreement may only be modified upon written agreement of the Parties.

h. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

i. Governmental Immunity. The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado

Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

j. Subject to Annual Appropriations. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligations of the Town not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

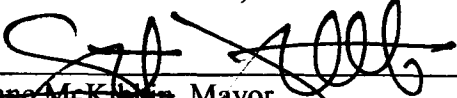
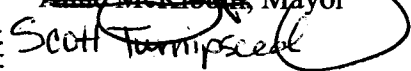
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ATTEST:


Jenny Rakow, Town Clerk

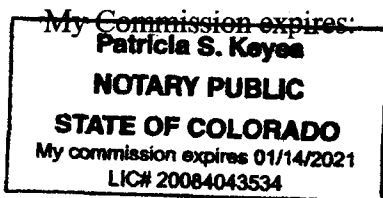


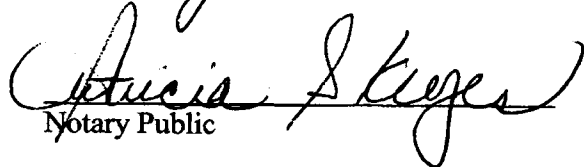
TOWN OF EAGLE, COLORADO


Anna McKibben, Mayor

Scott Thompson

STATE OF COLORADO)
COUNTY OF Eagle) ss.

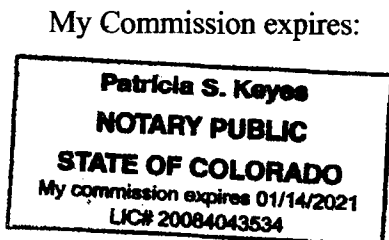
Subscribed and sworn to before me this 11th day of June, 2020, by William Powell.




Notary Public

STATE OF COLORADO)
COUNTY OF Eagle) ss.

Subscribed and sworn to before me this 11th day of June, 2020, by Nancy Powell.



NANCY POWELL

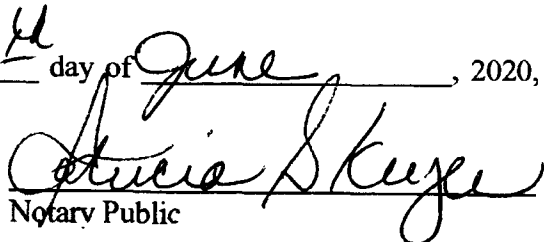


Notary Public

EXHIBIT A
Legal Description of Property

Lots 1 and 2, Powell Park, according to the plat recorded October 20, 1983 in Book 371 at Page 287, County of Eagle, State of Colorado.

TOWN OF EAGLE

RAW WATER AGREEMENT

This Raw Water Agreement is entered into this _____ day of _____, 2020 (“Commencement Date”), by and between the TOWN OF EAGLE (“Town”), with its principal address at _____ and the Powell Family Trust Dated July 5, 2019, whose address is _____ (“Developer”). For purposes of this Agreement, “Developer” refers to the Powell Family Trust dated July 5, 2019, and any successors, assigns, or beneficiaries of such trust, any person or entity who owns all or any part of Powell Park Lots 1 and 2, and any Association formed pursuant to paragraph 17 of this Agreement.

Recitals

- A. The Town currently owns, operates and maintains in accordance with the laws of the State of Colorado and its Municipal Code (“Code”) and ordinances, rules, regulations and policies, the Town of Eagle water system, which includes, among other things, water rights and supplies, decrees, infrastructure and related facilities to allow it to provide water service to its customers.
- B. Developer owns property described as Powell Park Lots 1 and 2, Pursuant to a Final Plat of Eagle County, Colorado (Reception No. 267605) (“Subject Property”) and has petitioned to annex the Subject Property to the Town.
- C. Developer owns certain water rights that are decreed for use on the Subject Property and that have historically been used on the Subject Property for their decreed purposes (“Developer Water Rights”). The Developer Water Rights are identified and described on **Exhibit A**.
- D. Developer wishes to convey the Developer Water Rights to the Town, and, subject to the terms of this Agreement, to lease the Developer Water Rights from the Town their decreed uses on the Subject Property, in accordance with the water court decrees for the Developer Water Rights and as provided in this Agreement.
- E. This Agreement is entered into in conformity with and subject to the laws of the State of Colorado and the Code, ordinances, rules and regulations and policies of the Town.

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

1. Conveyance of Water Rights. Developer agrees that upon the Town’s final approval of its petition for annexation of the Subject Property, it will convey the Developer Water Rights (other than the Rochford Well) to the Town by special warranty deed, free and clear of encumbrances, in return for the benefits of this Agreement, and for no additional monetary consideration.
2. Abandonment of Rochford Well. Developer will abandon the Rochford Well, decreed in Case No. W-1927, Water Division No. 5, in accordance with the requirements of the Colorado State Engineer for abandonment of wells. Developer will submit evidence of such abandonment to the Town within _____ months of approval of the annexation of the Subject Property, and will also cancel and abandon any applicable well permits and the decreed water right for the Rochford Well.

3. Provision of Raw Water. The Town will be the sole provider of raw water to the Subject Property. No additional supplies will be developed, purchased, appropriated for or used on the Subject Property without the prior written agreement of the Town and Developer, and amendment of this Raw Water Agreement. When the Developer Water Rights have been conveyed to the Town, the Town by and through this Agreement leases the Developer Water Rights to Developer for outdoor uses in accordance with this Agreement, *provided*, however, that the Town shall not be required to provide water hereunder at such times as, and to the extent that, water cannot be legally and physically provided pursuant to the Developer Water Rights, or at such times and to the extent the Town has imposed restrictions on outdoor water use in accordance with its water conservation use policies and regulations as now in force or hereafter amended, revised or replaced.

The Developer will beneficially use the Developer Water Rights in accordance with their respective decrees, and at its own cost will operate, maintain, repair and replace the water system pumps and other infrastructure as required in order to deliver the Developer Water Rights for beneficial use, without waste, in accordance with their decrees.

Developer will take reasonable steps to assure that the Developer Water Rights are not subject to abandonment as a result of nonuse. The Town will not have any liability to Developer for any restrictions, curtailment orders, or requirements for compliance issued by state water administration officials, or with respect to any abandonment claims by state water administration officials or others. The Town has no obligation to challenge any abandonment listing or abandonment claims, but will reasonably cooperate with Developer if any of the Developer Water Rights are listed on an abandonment list, or otherwise claimed to have been abandoned, and the Developer elects to challenge such listing or claims at its own cost.

4. No Additional Payment. Developer shall not be required to pay an annual charge for the delivery of raw water from the Developer Water Rights. Developer shall be solely responsible for the payment of all costs associated with a contract to provide augmentation water to augment out of priority depletions associated with the Developer Water Rights, if any, and such contract shall not be assigned to the Town.
5. Term. This Agreement shall continue until terminated as provided in paragraph 14.
6. Water Use by Developer. The raw water provided to the Subject Property under this Agreement shall be used only for outdoor irrigation and other decreed uses (other than in-building) on the Subject Property in accordance with the following conditions.
 - 6.1 All use shall be in accordance with the applicable decree or decrees for the Developer Water Rights.
 - 6.2 Notwithstanding anything to the contrary in any of the decrees for the Developer Water Rights, none of the Developer Water Rights will be used for any indoor or in-building uses, all of which uses will be made only with treated water provided by the Town.
 - 6.3 The Developer Water Rights may not be cross-connected to the Town treated water system, and water from the Developer Water Rights may not be allowed to backflow into the Town treated water system. Developer shall comply with paragraph 12 regarding cross-connection and backflow prevention.

- 6.4 All use of the Developer Water Rights is subject to all applicable Code provisions, ordinances, rules, regulations and policies now in force or hereafter enacted or adopted, including water restrictions and curtailment requirements, and Developer will comply with all such Code provisions, ordinances, rules, regulations and policies.
- 6.5 All use of the Developer Water Rights is subject to all requirements of state water administration officials, including accounting, measuring and reporting requirements. At its cost, Developer will install and maintain a continuous flow meter on its irrigation pump, and any other measuring devices required by state water administration officials, and Developer will properly maintain all records of use required by state water administration officials. Developer will provide to the Town all information regarding measurement and use of the water rights that is required to be maintained or reported by the Town within 30 days of request by the Town. Developer will comply with all requirements of state water administration officials and will indemnify the Town and hold it harmless from all costs or claims resulting from state administrative enforcement requirements or proceedings.
- 6.6 Use of the Developer Water Rights will be reduced or curtailed in accordance with the Town's water conservation policies and regulations and other policies and regulations concerning diversion of water under water rights owned or controlled by the Town, and Developer will be liable for any penalties that may be assessed for violations of such policies and regulations. Should the Town require curtailment or reduction of use of the Developer Water Rights for any reason, Developer will limit or curtail use of the Developer Water Rights until the Town notifies Developer that use of the Developer Water Rights may be resumed.
7. Structures and Facilities. The Developer is and shall remain the owner of all infrastructure necessary to divert, store, deliver and use water from the Developer Water Rights on the Subject Property, and shall be solely responsible at all times for all construction, installation, cleaning, operation, maintenance, repair and replacement of all ditches, laterals, pipelines, infrastructure and equipment required for or in connection with use of the Developer Water Rights on the Subject Property, including but not limited to diversion structures, measuring flumes and meters, pumps, sprinkler systems, and other water system infrastructure.
8. No Right to Reuse or Successively Use Water. Developer shall have no right to reuse or make a succession of uses of the water leased pursuant to this Agreement, unless provided for in the decrees. Developer agrees that it does not, by this Agreement, acquire any interest in any water rights owned or controlled by the Town, and that any claims it may have with respect to the delivery of water hereunder are strictly contractual rights as provided in this Agreement.
- The Town specifically reserves the right to reuse, to the extent permitted by law, the water which is provided for use on the Subject Property pursuant to this Agreement. The Town may apply to the water court for permission to store, reuse or successively use, or otherwise change any of its water rights, including the Developer Water Rights, so long as the Town remains able to comply with this Agreement. Developer shall not oppose any such water application.
9. No Liability for Suspension of Water Delivery. The Town shall not be liable for failure to deliver water for any reason, including of failure of infrastructure (all of which is

owned and controlled by Developer), or implementation of any water restrictions as provided in paragraph 3.

10. Indemnification. As partial consideration for this Agreement, Developer will indemnify the Town and hold it, its officials, agents and employees, harmless from any and all losses, injuries or claims of any kind whatsoever, including all costs of defense and expert witness and attorney fees, that may arise from Developer's use of the Developer Water Rights, or Developer's construction, installation, operation, maintenance, repair, rehabilitation or replacement of structures or facilities belonging to or controlled by Developer or its agents, employees, or contractors, on or off of the Subject Property, or any condition that may arise as a result of flooding or other condition or emergency, and including but not limited to any such claims resulting from water flowing onto, seeping into or otherwise damaging or injuring any person or property for any reason. At no time shall anything contained within this Agreement be considered or interpreted to waive or diminish, in whole or in part, the rights or limitations bestowed upon the Town by the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended, or any other law, nor shall the indemnification obligation hereunder cover claims or losses or damages for which the Town would not be liable, should this indemnification provision not have been in existence.
11. Water Quality. Developer acknowledges that the raw water provided pursuant to this Agreement is untreated water, and that the Town makes no guarantees or representations concerning the quality of the water provided, or its fitness for the purposes for which it is used, or for any particular purpose.
12. Cross-Connection Prevention. Developer will not allow any cross-connection with or backflow into the Town's treated water system from the Developer Water Rights. Developer will install, at its cost, all required devices to prevent backflow or cross-connection. Developer will comply with all Code provisions regarding cross-connection prevention, as such provisions may be amended, replaced or revised in the future, and all Town policies, requirements and regulations regarding cross-connection and backflow prevention. The Town shall have the right to make inspections and reasonable requests for assurance that no cross-connection or backflow exists, and such assurances shall be provided at Developer's cost.
13. Obligations Consistent with Law. The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with the state and federal law, and the Code. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or the Code, or is declared invalid, the parties shall either terminate this Agreement or in good faith negotiate to modify the Agreement so as to make it consistent with the state or federal law or the Code, as the case may be.
14. Term and Termination of Raw Water Agreement. This Agreement shall be for an initial term of twenty (20) years ("Initial Term"), beginning on the Commencement Date. Thereafter, this Agreement may be renewed for successive terms of five (5) years, provided that the Developer is in compliance with the Agreement, and the Town has determined, in its sole discretion that the Agreement continues to be consistent with the Town's then-existing ordinances, policies, rules, regulations and procedures regarding water use, and its then-existing water supply plans and goals. If the Developer is in default and has not cured the default prior to the end of the then-current term, or if the Town has determined, not later than 180 days prior to expiration of the then-current term, that it will not renew the Agreement for one or more of the reasons set forth in this

paragraph, the Agreement will expire at the end of the then-current term. Otherwise, the Agreement will be continued for an additional five-year term.

This Agreement may also be terminated at any other time by mutual written agreement of the parties.

Upon termination for any reason, Developer shall, at Developer's expense, take all actions necessary to ensure that the Developer Water Rights and the raw water system cannot continue to be utilized on the Subject Property.

15. No Outdoor Use of Treated Water. Developer may not use Town treated water for outdoor irrigation, ponds or water features without the Town's prior written consent. If Developer no longer wishes to utilize the Developer Water Rights on the Subject Property and terminates this Agreement, Developer may request additional treated water for outdoor irrigation uses. The Town, in its sole discretion, may (but need not) elect to provide treated water for outdoor irrigation uses consistent with its then-applicable ordinances, policies, rules and regulations, and upon Developer's payment of any then-applicable tap fee or other fees required for such additional outdoor uses.
16. Formation of Association. Prior to any further subdivision of the Subject Property, or transfer of any interest therein such that Developer will no longer be the sole owner of the Subject Property, Developer shall form an Association for the purpose of managing the use of the Developer Water Rights on the Subject Property in conformance with this Agreement. At that time, Developer shall record covenants in the public records that bind each owner of a portion of the Subject Property to the requirements contained herein. The rights and obligations under this Agreement shall, at such time, be assigned to the Association which shall be responsible to the Town for performance under this Agreement. Developer shall provide the Town with a copy of the proposed covenants and documents creating the Association prior to finalizing and the Town will review and provide its comments within thirty (30) days. Developer will also provide the Town with a copy of the recorded covenants and final organizational documents for the Association, demonstrating that the Association is a valid existing entity under the laws of Colorado.
17. Annual Report. Developer shall provide to the Town an annual report detailing its use of the Developer Water Rights on or before the 10th day of November of each year. The annual report will include the following information: (a) a summary of water delivered to the pond and pumped from the pond for irrigation use as reported by the flow meter on a month by month basis, and (b) a description of maintenance activities undertaken on the facilities required to divert and use the Developer Water Rights. In addition to the annual report, Developer will timely provide such other information regarding its diversion and use of the Developer Water Rights as may be requested by the Town in order to enable the Town to timely and properly meet its accounting and reporting requirements to state water administration officials.
18. Periodic Review. Upon written request of either the Town or the Developer, the parties shall meet to review the Raw Water Agreement, the annual reports, and any changes to the raw water system the Developer may want to make, or any other matters or concerns the Town or Developer may wish to discuss. Notwithstanding the foregoing, the parties are not obligated to meet as provided in this paragraph more frequently than once a year, although they may meet more frequently if they wish to do so.

19. Default and Remedies. In the event the Town believes that Developer is not using the Developer Water Rights as required under this Agreement, or is otherwise in default under this Agreement, the Town shall give notice thereof in writing, stating the grounds for the alleged default, and providing the Developer with a reasonable period (which shall not be less than 30 days) in which to cure the alleged default. The Town may terminate this Agreement in the event that Developer has failed to cure the default within a reasonable time. Subject to the foregoing right to cure, if either party defaults in its obligations hereunder, the other party shall have available to it all remedies at law or equity, including the remedy of specific performance.
20. No Waiver of Rights or Remedies. Failure of a party hereto to exercise any right or remedy hereunder shall not be deemed a waiver of any such right or remedy and shall not affect the right of such party to exercise at some future time said right or remedy or any other right or remedy it may have hereunder.
21. Notice. All notices required to be given hereunder shall be in writing, and shall be deemed given three business days following deposit in the United States mail, certified mail, return receipt requested, postage prepaid, properly addressed to the party to whom directed at its address shown below or at such other address as may be given by notice pursuant to this paragraph:

Town of Eagle

cc: Town Attorney

Developer:

Powell Family Trust Dated July 5, 2019
c/o William Powell
P.O. Box 1227
Eagle, CO 81631

22. Force Majeure. No party shall be held liable for failure to perform hereunder due to wars, strikes, acts of God, natural disasters, pandemic, drought or other occurrences outside the control of such party.
23. Binding Agreement, Covenants and Recording. This Agreement is binding upon the parties hereto, their successors and assigns. This Agreement shall be recorded, and the rights and obligations contained in this Agreement shall be covenants that run with the land of the Subject Property, and shall be jointly and severally binding upon and inure to the benefit of any and all owners of the Subject Property, or any portion thereof or interest therein.
24. Authority of Signatories. By signing this Agreement, the parties acknowledge and represent to one another that all procedures necessary to validly contract and execute this

Agreement have been performed and that the persons signing for each party have been duly authorized to do so.

25. Interpretation of Agreement. Neither the titles to this Agreement and its paragraphs, nor the recitals appearing prior to paragraph 1 of this Agreement shall be used to alter the meaning of this Agreement, and in the event of a conflict, the terms and conditions of the numbered paragraphs shall govern.
26. Litigation. In the event either party is required to take legal action to enforce its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs, including expert witness fees. The parties agree that the forum for any such litigation shall be the Eagle County District Court or County Court.
27. Counterparts. This Agreement may be signed using counterpart signature pages, with the same force and effect as if all parties signed on the same signature page.

IN WITNESS WHEREOF, the parties hereto set their hands on the date and year above first written.

Attest:

TOWN OF EAGLE

By: _____

DEVELOPER:
POWELL FAMILY TRUST DATED JULY 5, 2019

STATE OF COLORADO)
)
COUNTY OF EAGLE)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____, by William Powell as Trustee for the Powell Family Trust Dated July 5, 2019

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

Exhibit D
List of Water Rights
Powell Park

Name of Structure	Amount CFS	Adjudication	Appropriation	Uses	Case No.
		Date	Date		
Rochford Well	0.026	6/27/1973	12/31/1968	Domestic, fire protection	W-1927
Rochford No. 1 Spring	0.022	6/27/1973	12/31/1968	Domestic, Fire protection	W-1926
				irrigation, fish propagation, livestock	
Rochford No. 2 Spring	0.38	6/27/1973	12/31/1968	Domestic, Fire protection	W-1926
				irrigation, fish propagation, livestock	
Rochford No. 3 Spring	0.44	6/27/1973	12/31/1968	Domestic, Fire protection	W-1926
				irrigation, fish propagation, livestock	
Rochford No. 4 Spring	3	June, 1950	10/1/2002	storage, irrigation, aesthetic, piscatorial	95CW104
				wildlife propagation, recreation	
Rochford No. 5 Spring	1	June, 1950	10/1/2002	storage, irrigation, aesthetic, piscatorial,	95CW104
				wildlife propagation, recreation	
Total CFS	4.868				
Rochford Pond	1.2 AF	6/27/1973	8/31/1968	water augmentation	W-209

TOWN OF EAGLE RAW WATER AGREEMENT

This Raw Water Agreement is entered into this _____ day of _____, 2020 (“Commencement Date”), by and between the TOWN OF EAGLE (“Town”), with its principal address at _____ and the Powell Family Trust Dated July 5, 2019, whose address is _____ (“Developer”). For purposes of this Agreement, “Developer” refers to the Powell Family Trust dated July 5, 2019, and any successors, assigns, or beneficiaries of such trust, any person or entity who owns all or any part of Powell Park Lots 1 and 2, and any Association formed pursuant to paragraph 17 of this Agreement.

Recitals

- A. The Town currently owns, operates and maintains in accordance with the laws of the State of Colorado and its Municipal Code (“Code”) and ordinances, rules, regulations and policies, the Town of Eagle water system, which includes, among other things, water rights and supplies, decrees, infrastructure and related facilities to allow it to provide water service to its customers.
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- C. Developer owns certain water rights that are decreed for use on the Subject Property and that have historically been used on the Subject Property for their decreed purposes (“Developer Water Rights”). The Developer Water Rights are identified and described on **Exhibit A**.
- D. Developer wishes to convey the Developer Water Rights to the Town, and, subject to the terms of this Agreement, to lease the Developer Water Rights from the Town their decreed uses on the Subject Property, in accordance with the water court decrees for the Developer Water Rights and as provided in this Agreement.
- E. This Agreement is entered into in conformity with and subject to the laws of the State of Colorado and the Code, ordinances, rules and regulations and policies of the Town.

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

1. Conveyance of Water Rights. Developer agrees that upon the Town’s final approval of its petition for annexation of the Subject Property, it will convey the Developer Water Rights (other than the Rochford Well) to the Town by special warranty deed, free and clear of encumbrances, in return for the benefits of this Agreement, and for no additional monetary consideration.
2. Abandonment of Rochford Well. Developer will abandon the Rochford Well, decreed in Case No. W-1927, Water Division No. 5, in accordance with the requirements of the Colorado State Engineer for abandonment of wells. Developer will submit evidence of such abandonment to the Town within _____ months of approval of the annexation of the Subject Property, and will also cancel and abandon any applicable well permits and the decreed water right for the Rochford Well.

3. Provision of Raw Water. The Town will be the sole provider of raw water to the Subject Property. No additional supplies will be developed, purchased, appropriated for or used on the Subject Property without the prior written agreement of the Town and Developer, and amendment of this Raw Water Agreement. When the Developer Water Rights have been conveyed to the Town, the Town by and through this Agreement leases the Developer Water Rights to Developer for outdoor uses in accordance with this Agreement, *provided*, however, that the Town shall not be required to provide water hereunder at such times as, and to the extent that, water cannot be legally and physically provided pursuant to the Developer Water Rights, or at such times and to the extent the Town has imposed restrictions on outdoor water use in accordance with its water conservation use policies and regulations as now in force or hereafter amended, revised or replaced.

The Developer will beneficially use the Developer Water Rights in accordance with their respective decrees, and at its own cost will operate, maintain, repair and replace the water system pumps and other infrastructure as required in order to deliver the Developer Water Rights for beneficial use, without waste, in accordance with their decrees.

Developer will take reasonable steps to assure that the Developer Water Rights are not subject to abandonment as a result of nonuse. The Town will not have any liability to Developer for any restrictions, curtailment orders, or requirements for compliance issued by state water administration officials, or with respect to any abandonment claims by state water administration officials or others. The Town has no obligation to challenge any abandonment listing or abandonment claims, but will reasonably cooperate with Developer if any of the Developer Water Rights are listed on an abandonment list, or otherwise claimed to have been abandoned, and the Developer elects to challenge such listing or claims at its own cost.

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14. Term and Termination of Raw Water Agreement. This Agreement shall be for an initial term of twenty (20) years ("Initial Term"), beginning on the Commencement Date. ~~This Agreement may be renewed for successive terms of five (5) years by mutual agreement by all parties, in a signed writing, executed and recorded no later than 180 days before the end of the Initial Term or any subsequent applicable five (5) year term. In the event the Town believes that Developer (or its successors and assigns) is not using the Developer Water Rights as required under this Agreement, the Town shall give notice thereof in writing, stating the grounds for the alleged default, and providing the Developer with a reasonable period (which shall not be less than 30 days) in which to cure the alleged default. The Town may terminate this Agreement in the event that Developer (or its successors and assigns) have defaulted and failed to cure in a timely~~

~~manner. Thereafter, this Agreement may be renewed for successive terms of five (5) years, provided that the Developer is in compliance with the Agreement, and the Town has determined, in its sole discretion that the Agreement continues to be consistent with the Town's then-existing ordinances, policies, rules, regulations and procedures regarding water use, and its then-existing water supply plans and goals. If the Developer is in default and has not cured the default prior to the end of the then-current term, or if the Town has determined, not later than 180 days prior to expiration of the then-current term, that it will not renew the Agreement for one or more of the reasons set forth in this paragraph, the Agreement will expire at the end of the then-current term. Otherwise, the Agreement will be continued for an additional five-year term.~~

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17. Annual Report. Developer shall provide to the Town an annual report detailing its use of the Developer Water Rights on or before the 10th day of November of each year. The annual report will include the following information: (a) a summary of water delivered to the pond and pumped from the pond for irrigation use as reported by the flow meter on a month by month basis, and (b) a description of maintenance activities undertaken on the facilities required to divert and use the Developer Water Rights. In addition to the annual report, Developer will timely provide such other information regarding its diversion and use of the Developer Water Rights as may be requested by the Town in order to enable

the Town to timely and properly meet its accounting and reporting requirements to state water administration officials.

~~18. Default. Subject to the right of cure described in paragraph 14, Periodic Review. Upon written request of either the Town or the Developer, the parties shall meet to review the Raw Water Agreement, the annual reports, and any changes to the raw water system the Developer may want to make, or any other matters or concerns the Town or Developer may wish to discuss. Notwithstanding the foregoing, the parties are not obligated to meet as provided in this paragraph more frequently than once a year, although they may meet more frequently if they wish to do so.~~

~~18.19. Default and Remedies. In the event the Town believes that Developer is not using the Developer Water Rights as required under this Agreement, or is otherwise in default under this Agreement, the Town shall give notice thereof in writing, stating the grounds for the alleged default, and providing the Developer with a reasonable period (which shall not be less than 30 days) in which to cure the alleged default. The Town may terminate this Agreement in the event that Developer has failed to cure the default within a reasonable time. Subject to the foregoing right to cure, if either party defaults in its obligations hereunder, the other party shall have available to it all remedies at law or equity, including the remedy of specific performance.~~

~~19.20. No Waiver of Rights or Remedies. Failure of a party hereto to exercise any right or remedy hereunder shall not be deemed a waiver of any such right or remedy and shall not affect the right of such party to exercise at some future time said right or remedy or any other right or remedy it may have hereunder.~~

~~20.21. Notice. All notices required to be given hereunder shall be in writing, and shall be deemed given three business days following deposit in the United States mail, certified mail, return receipt requested, postage prepaid, properly addressed to the party to whom directed at its address shown below or at such other address as may be given by notice pursuant to this paragraph:~~

Town of Eagle

cc: Town Attorney

Developer:

Powell Family Trust Dated July 5, 2019
c/o William Powell
P.O. Box 1227
Eagle, CO 81631

~~21.22. Force Majeure. No party shall be held liable for failure to perform hereunder due to wars, strikes, acts of God, natural disasters, pandemic, drought or other occurrences outside the control of such party.~~

22.23. Binding Agreement, Covenants and Recording. This Agreement is binding upon the parties hereto, their successors and assigns. This Agreement shall be recorded, and the rights and obligations contained in this Agreement shall be covenants that run with the land of the Subject Property, and shall be jointly and severally binding upon and inure to the benefit of any and all owners of the Subject Property, or any portion thereof or interest therein.

23.24. Authority of Signatories. By signing this Agreement, the parties acknowledge and represent to one another that all procedures necessary to validly contract and execute this Agreement have been performed and that the persons signing for each party have been duly authorized to do so.

24.25. Interpretation of Agreement. Neither the titles to this Agreement and its paragraphs, nor the recitals appearing prior to paragraph 1 of this Agreement shall be used to alter the meaning of this Agreement, and in the event of a conflict, the terms and conditions of the numbered paragraphs shall govern.

25.26. Litigation. In the event either party is required to take legal action to enforce its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs, including expert witness fees. The parties agree that the forum for any such litigation shall be the Eagle County District Court or County Court.

26.27. Counterparts. This Agreement may be signed using counterpart signature pages, with the same force and effect as if all parties signed on the same signature page.

IN WITNESS WHEREOF, the parties hereto set their hands on the date and year above first written.

Attest:

TOWN OF EAGLE

By: _____

DEVELOPER:
POWELL FAMILY TRUST DATED JULY 5, 2019

STATE OF COLORADO)
)
COUNTY OF EAGLE)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__, by William Powell as Trustee for the Powell Family Trust Dated July 5, 2019

WITNESS my hand and official seal.

Notary Public

My commission expires:_____

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 30
(Series of 2021)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION
OF REAL PROPERTY LOCATED IN UNINCORPORATED EAGLE COUNTY (POWELL
PARK SUBDIVISION)

WHEREAS, a petition for annexation was filed with the Town Clerk requesting the annexation of certain unincorporated territory located in Eagle County and described in the attached **Exhibit A**, attached hereto and incorporated herein by this reference, also known as Powell Park Annexation (the "Property");

WHEREAS, by resolution adopted on January 26, 2021, the Town Council found the petition to be in substantial compliance with C.R.S. § 31-12-107(1); and

WHEREAS, on April 27, 2021, the Town Council conducted a properly-noticed public hearing to determine if the Property is eligible for annexation to the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO AS FOLLOWS:

Section 1. The applicable provisions of C.R.S. § 31-12-104 have been met, in that not less than one-sixth of the perimeter of the Property is contiguous with the existing boundaries of the Town; and therefore, because of such contiguity, a community of interest exists between the Property and the Town; the Property is urban or will be urbanized in the near future, and the Property is integrated or is capable of being integrated with the Town.

Section 2. The applicable provisions of C.R.S. § 31-12-105 have been met, in that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a Town boundary more than three miles; the Town has in place a plan for said three-mile area; and, in establishing the boundaries of the Property, the entire width of any street or alley is included within the Property.

Section 3. An annexation election is not required under C.R.S. § 31-12-107(2) and no additional terms or conditions are to be imposed upon the area to be annexed other than as contained in the Annexation Agreement, which will be considered and approved separately.

Section 4. The Property is eligible for annexation to the Town, and all requirements of law have been met, including the requirements of C.R.S. §§ 31-12-104 and 31-12-105.

Section 5. An ordinance annexing the Property to the Town will be considered by the Town Council pursuant to C.R.S. § 31-12-111.

INTRODUCED, READ, PASSED AND ADOPTED ON APRIL 27, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

EXHIBIT A
Legal Description of Property

Lots 1 and 2, Powell Park, according to the plat recorded October 20, 1983 in Book 371 at Page 287, County of Eagle, State of Colorado.

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 4
(Series of 2021)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
ANNEXING TO THE TOWN CERTAIN UNINCORPORATED TERRITORY LOCATED IN
EAGLE COUNTY, ZONING THE PROPERTY RESIDENTIAL MEDIUM AND APPROVING
THE ASSOCIATED ANNEXATION AGREEMENT (POWELL PARK SUBDIVISION)

WHEREAS, William and Nancy Powell ("Applicants") are the owners of the real property in unincorporated Eagle County described in the attached **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, on December 18, 2020, Applicants filed a petition for annexation of the Property to the Town;

WHEREAS, by resolution adopted on January 26, 2021, the Town Council found the petition to be in substantial compliance with C.R.S. § 31-12-107(1);

WHEREAS, on April 27, 2021, the Town Council conducted a properly-noticed public hearing and determined that the Property is eligible for annexation to the Town;

WHEREAS, also on April 27, 2021, the Town Council conducted a properly-noticed public hearing on the proposed zoning of the Property as Residential Medium ("RM");

WHEREAS, also on April 27, 2021, the Town Council considered the associated Annexation Agreement; and

WHEREAS, the Town Council finds that it is desirable and necessary, and in the best interest of the public health, safety and welfare, that the Property be annexed to the Town, that the Property be zoned RM and that the Annexation Agreement be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO AS FOLLOWS:

Section 1. Annexation.

a. The Property is hereby annexed to the Town. Upon the effective date of this Ordinance, the Property shall become subject to the jurisdiction of the Town.

b. Prior to the effective date of this Ordinance, the Town Clerk shall file for recording three certified copies of this Ordinance and three copies of the Annexation Map with the Eagle County Clerk and Recorder, and shall keep one copy of the Annexation Map and the original of this Ordinance in the Town Clerk's office.

c. The Town Clerk shall request that the Eagle County Clerk and Recorder file one certified copy of this Ordinance and one copy of the Annexation Map with the Division of Local Government of the Department of Local Affairs and the same with the Colorado Department of Revenue.

Section 2. Annexation Agreement. The Annexation Agreement is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Annexation Agreement on behalf of the Town.

Section 3. Zoning.

a. The Town Council hereby finds and determines that the RM zoning satisfies all applicable criteria in the Eagle Municipal Code.

b. Based on the foregoing, upon the effective date of this Ordinance, the Property is zoned RM.

Section 4. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

Section 5. Safety. This Ordinance is deemed necessary for the protection of the public health, safety and welfare.

Section 6. Effective Date. Pursuant to Section 6.03 of the Eagle Home Rule Charter, this Ordinance shall take effect 10 days after publication following adoption.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON APRIL 27, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

EXHIBIT A
Legal Description of Property

Lots 1 and 2, Powell Park, according to the plat recorded October 20, 1983 in Book 371 at Page 287, County of Eagle, State of Colorado.



461 Railroad Ave, Unit C
PO Box 1477
Gypsum, Colorado 81637

970-827-5406
info@erwc.org
www.erwc.org
Tax ID#: 20-4448864



Advocates for our rivers

Peyton Heitzman, Planner I
Town of Eagle
PO Box 609
Eagle, CO 81631
peyton.heitzman@townofeagle.org

February 24, 2021

RE: Referral comments for Powell Park annexation petition and subdivision zoning change materials.

Dear Ms. Heitzman,

Thank you for the opportunity to provide comments regarding the Powell Park annexation and subdivision zoning change request. Eagle River Watershed Council (ERWC) advocates for the health of the Eagle and Colorado Rivers and their tributaries in order to protect and enhance the high-quality natural and human values provided to our communities by rivers. Vigorously protecting our aquatic systems ensures they will continue to provide their numerous social, economic, and ecosystem benefits in perpetuity.

We have reviewed the new site plan and maintain our recommendation to require the county's more-stringent 75' setback for structures and impervious development. Based on the site plan, the eastern unit of the duplex appears to meet the town's 50' setback but not the more-protective 75' setback. As noted before, if the property is annexed as-is without specific language specifying stronger stream protections, the development will be subject to town code rather than county, which remains deficient in this regard. In addition to the water quality and scenic/aesthetic benefits of this protective practice, it should be noted that the parcel is sited on the outside bend of the river. In terms of the river's geomorphic processes, stronger erosive forces and shear stresses are concentrated on this bank, creating a greater potential for fluvial hazard and fluvial damages to the property than simple FEMA-type flood inundation modelling would suggest. Over the decadal time scale, the river's natural progression is to cut into this bank, slowly moving it southward. Setting structures further back will acknowledge this natural process, and potentially help stem the eventual need for artificial bank armoring or other invasive protective measures that might one day be necessary to protect the parcel if structures are permitted too near the channel.

Stronger setbacks and preservation of native vegetation communities will maintain effective water quality protection and flood loss functions of the shoreline and riparian vegetation community, while simultaneously protecting the aesthetic values of the river system and sustainably insulating area viewsheds from the impacts of continued urbanization in the Eagle River corridor. New development, even lower-density projects, inevitably insert additional human use and impacts into riparian zone habitats. Within the river corridor from Vail and Minturn to Gypsum, it is already easily observable that streamfront property owners over time have frequently constructed small incursions into riparian areas—steps, patios, overlooks, decks, clearing of riparian vegetation for view corridors, etc. While this appears harmless to the

individual property owner, who does not see the net-effect of the activity from their land, the creeping degradation of the scenic/aesthetic values of the river corridor and the chipping away of protective riparian buffers for water quality and aquatic-dependent wildlife is widely evident along the river. To this end, we also recommend a prohibition on the clearing of native vegetation and construction of patios, decks, walls, etc. below the terrace on which the proposed units will occur.

Instituting the strongest possible setbacks and preservation requirements for native vegetation within and adjacent to the stream corridor and floodplain early in any planning and approval process will help ensure stream protections while allowing for consistent and orderly transition from the current rural river corridor into the more urbanized settings anticipated in the town's future.

Stronger setbacks and preservation of riparian vegetation are broadly consistent with the "conservation" theme in the Town of Eagle's Eagle River Corridor Plan. Stronger setbacks are also broadly in-line with the "education and awareness" theme's goal to promote understanding of river ecosystems and river corridor qualities. Broadcasting these goals of riparian protection for water quality, bank stabilization, and preservation of riverscape aesthetics to new developers, contractors, and property managers helps to instill a culture of water quality literacy in the Eagle County construction community that should provide long-term benefit to the river and streamline the planning process for both project proponents and planning staff. This context extends well beyond the Powell Annexation itself and has important bearing for many of the upcoming projects in the Eagle River Corridor Planning Area with the Town of Eagle.

Thank you for the opportunity to provide additional feedback on the proposed actions. Should you require additional information or have questions regarding these comments, please contact us at your convenience.

Sincerely,

Holly Loff
Executive Director
970-827-5406
loff@erwc.org

Bill Hoblitzell
Water Resources Program advisory staff
970-471-6216

Peyton Heitzman

From: Wilson, Benjamin R CIV USARMY CESPCK (USA) <Benjamin.R.Wilson@usace.army.mil>
Sent: Thursday, July 16, 2020 10:52 AM
To: Peyton Heitzman
Subject: RE: AN20-01 Review Comments for Annexation Application at Powell Park (UNCLASSIFIED)

CLASSIFICATION: UNCLASSIFIED

Dear Mr. Heitzman:

We are responding to your July 8, 2020, request for comments on an annexation application for two lots located at 21 & 25 Violet Lane at Powell Park in Eagle County.

The Corps of Engineers' jurisdiction within the study area is under the authority of Section 404 of the Clean Water Act for the discharge of dredged or fill material into waters of the United States. Waters of the United States include, but are not limited to, rivers, springs, lakes, ponds, wetlands, marshes, wet meadows, and seeps. Project features that result in the discharge of dredged or fill material into waters of the United States will require Department of the Army authorization prior to starting work. A delineation of aquatic resources should be conducted if the proposed development has the potential to infringe on aquatic resources.

Based on the information presented, efforts have been taken to avoid impacts to aquatic resources. However, some project features (e.g., utility lines) may still require work with the Eagle River and/or associated wetlands. Therefore, it would be beneficial to conduct a delineation if further development is being proposed. Please let me know if I can be of further assistance.

Respectfully,

Ben Wilson
Project Manager, Colorado West Regulatory Section U.S. Army Corps of Engineers
400 Rood Avenue, Room 224
Grand Junction, Colorado 81501
PH: (970) 243-1199, #1012
FAX: (970) 241-2358
Benjamin.R.Wilson@usace.army.mil

In response to COVID-19, Regulatory Division staff are teleworking from home or other approved location. We will do our best to administer the Regulatory Program in an effective and efficient manner. Priority will be given to health and safety activities and essential infrastructure. Action on your permit application or other request may be delayed during this emergency. We appreciate your patience over the next several weeks.

Let us know how we're doing. Please complete the survey at:
http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey

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

From: Peyton Heitzman [mailto:peyton.heitzman@townofeagle.org]
Sent: Wednesday, July 8, 2020 2:03 PM

To: katherine.king@eaglecounty.us; morgan.hill@eaglecounty.us; pbrandes@ecparamedics.com; loff@erwc.org; bill@lotichydrological.com; Wilson, Benjamin R CIV USARMY CESPK (USA) <Benjamin.R.Wilson@usace.army.mil>; eaglecountycd@gmail.com
Subject: [Non-DoD Source] FW: AN20-01 Review Comments for Annexation Application at Powell Park

Hi Everyone,

The Town of Eagle has received an annexation application for two lots located at 21 & 25 Violet Lane. The application is proposing Residential Medium (RM) zoning for both lots totaling 9.25 acres. One lot contains a multi-family unit (4 units) and the other a single family home.

The plans and associated documents you should need for your review comments are attached to this email. If you are missing/need anything further, let us know.

Please review the information and forward any comments to me by Friday July 24, 2020, so that we may give full consideration to your comments.

Best regards,

Peyton Heitzman

Planner I

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-9619

CLICK BELOW FOR TOWN WEBSITE, NEWS, EVENTS OR TO PROVIDE FEEDBACK:

<Blocked<http://www.townofeagle.org/>> <Blocked<https://www.townofeagle.org/593/Sign-up-for-Eagle-Today>>
<Blocked<https://www.surveymonkey.com/r/CHC8WYM>>

Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-200.1, et seq.

CLASSIFICATION: UNCLASSIFIED

COLORADO GEOLOGICAL SURVEY

1801 Moly Road
Golden, Colorado 80401



Karen Berry
State Geologist

July 24, 2020

Peyton Heitzman
Town of Eagle
Peyton.heizman@townofeagle.org

Location:
SW NW and SE NW Section 5,
T5S, R84W of the 6th P.M.
39.6484, -106.8389

Subject: Powell Park Annexation AN20-01
Town of Eagle, Eagle County, CO; CGS Unique No. EA-21-0001

Dear Peyton:

Colorado Geological Survey has reviewed the Powell Park Annexation AN20-01 referral. I understand the applicant proposes annexation into the Town of Eagle of two lots totaling 9.25 acres. Lot 1, Powell Park Addition, as shown on the Annexation Map (Inter-Mountain Engineering, April 1, 2020) is 1.627 acres and contains a 4-unit apartment building with physical address 25 Violet Lane. Lot 2 is 7.398 acres and contains a single-family residence with physical address 21 Violet Lane. The Powell Park Site Plans (Inter-Mountain Engineering, May 12 and May 18, 2020) and Zoning Request (signed January 6, 2020) indicate that near-future plans include demolishing the existing 4-unit apartment building on Lot 1 and constructing a duplex immediately east of the demolished building. No changes are currently proposed for Lot 2. Proposed zoning would be Residential Medium (RM).

There are no geologic hazards or unusual geotechnical constraints present that would preclude the proposed annexation and RM zoning. However:

Slope and erosion setback from Eagle River. CGS is concerned about potential slope instability, shallow slope creep, erosion, and undercutting of the slope between the Eagle River and existing and proposed structures. Calculations based on a DEM (digital elevation model) generated from high resolution LiDAR data indicate a very steep, approximately 65% descending slope of approximately 35 feet in height between existing and proposed buildings, and the Eagle River. Sheet C2 of the site plan set shows that the Lot 1 proposed duplex building and decks are outside of the "50 foot setback from the normal high water line." However, **the proposed building and decks should be set back a sufficient distance from the slope crest to provide protection from undercutting and damage due to slope movement and erosion.**

Section R403.1.7 of the 2018 International Residential Code, Footings on or adjacent to slopes, and Section 1808.7 of the 2018 International Building Code, Foundations on or adjacent to slopes, require a setback of 40 feet or $1/3 \cdot$ the height of slope, whichever is smaller, from descending slope surfaces. An alternate setback may be permitted by the building official, but such decision should be based on a geotechnical investigation demonstrating that the intent of Sections R403.1.7 and 1808.7 would be satisfied, considering soil and bedrock engineering properties, slope height, slope gradient, load intensity, and erosion characteristics of the slope material.

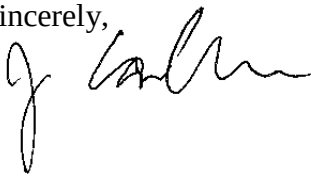
- In the absence of a specific slope setback recommendation and justification by a qualified geotechnical consultant, the code-required setback from the slope crest (12 feet would be a valid average based on $1/3$ of the slope height) for foundation and deck footings should be adhered to.

Ground subsidence and sinkholes. The site is underlain by terrace alluvium (relatively granular river deposits) and Eagle Valley Evaporite. The terrace alluvium is not considered problematic from a geotechnical, or bearing strength and foundation performance perspective. However, the underlying Eagle Valley Evaporite contains layers, lenses and pockets of water-soluble gypsum, anhydrite and halite (rock salts). Sinkholes, subsidence, and ground deformation due to collapse of solution cavities and voids are active and unpredictable, although infrequent, geologic processes within the western Colorado evaporite region.

- If conditions indicative of subsidence or sinkhole formation are encountered during construction, the feasibility of mitigation should be evaluated or an alternative building site should be considered.
- The applicant should be advised of the potential for sinkhole development, since early detection of building distress and timely remedial actions are important factors in reducing damage and the cost of building repairs should an undetected subsurface void start to develop into a sinkhole.

Thank you for the opportunity to review and comment on this project. If you have questions or require further review, please call me at (303) 384-2643, or e-mail carlson@mines.edu.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jill Carlson', with a stylized, cursive script.

Jill Carlson, C.E.G.
Engineering Geologist



Community Development

Morgan Beryl
970-328-8750
970-328-7185 (f)
morgan.beryl@eaglecounty.us
www.eaglecounty.us

March 22, 2021

Town of Eagle
Attn: Peyton Heitzman, Planner I
200 Broadway
Eagle CO 81631

[Via Email]

Re: Development Review Referral - Powell Park Annexation, IAR-9145-2021

Ms. Heitzman,

Thank you for the opportunity to provide feedback on the potential annexation of 21 Violet Lane and 25 Violet Lane, also known as parcel numbers 210905200011 and 210905200010. This interagency referral is known as file number IAR-9145-2021 for Eagle County records. Please officially notify the County should the annexation into the Town be approved. The County will then update internal and public database systems to reflect the annexation.

21 Violet Lane and 25 Violet Lane (the "Properties") are located within Eagle County's (the "County") jurisdiction. County records indicate the Properties are approximately 7.4 acres and 1.628 acres, respectively. The Properties are zoned Powell Park Planned Unit Development (PUD). Parcel 210905200011 is adjacent to the Town of Eagle's jurisdiction. The southern property line of both Properties runs along the northern side of a railroad track with Town of Eagle jurisdiction on the southern side of the railroad track.

Communication from Town of Eagle staff, dated February 12, 2021, states a public hearing is scheduled with the Town of Eagle Town Council on March 23, 2021 to consider annexation of the Properties. The Town's communication indicates the proposal is for the Town of Eagle's Residential Medium (RM) zoning for both Properties. Please consider the following comments from the Eagle County Planning Division, ECO Trails Department, ECO Transit Department, and Environmental Health Department as the project is reviewed.

Planning Division Comments:

1. Review of the Eagle Area Community Plan (the "Plan") Future Land Use Map (FLUM) finds the Properties are designated as a PUD and are within the Town of Eagle Urban Growth Boundary. The Plan lists FLUM designations and the intent for PUD zoned properties within the Town's Urban Growth Boundary (Plan, page 36). The PUD section does not contemplate future annexation of PUD areas into Town jurisdiction. However, Appendix A of the Plan outlines the process for minor modifications, exceptions, and updates to the Plan that also outlines an annexation process. Appendix A states, "For those Exceptions proposed within the Town of Eagle Urban Growth Boundary, or those involving annexation of properties to the Town, the Town Planning and Zoning Commission will take the lead, obtain comment from Eagle County and ultimately render a decision" (Plan, page 183). The County considers

the annexation request an exception to the intents outlined for FLUM designations of a PUD because it is not a specifically listed future use. Therefore, per guidance of the Plan, the Town of Eagle's consideration of the Properties annexation into Town jurisdiction and subsequent zone change are appropriate steps to extinguish the PUD.

2. The proposal is to zone the Properties Residential Medium (RM). The Properties contain a multi-family unit and a single-family home. Eagle County understands the Town's RM zone district is designed to promote medium density residential uses (Town of Eagle Zoning, Chapter 4.04.010). The existing uses on the Properties are not compliant with the land uses and densities listed in the Powell Park PUD Guide. The PUD Guide lists allowances for a single-family home, agricultural uses, and a home occupation use. Non-compliance with the PUD Guide likely happened over time as building permits were approved for the Properties, maybe inappropriately by Eagle County. Eagle County records indicate residential building permits for the Properties in 1981 (permit number BP-02061) and 2002 (permit number 11361BP). The County finds the annexation and zone change will bring the uses on the Properties into compliance with governing zoning documents. Therefore, the County is supportive of the annexation and zone change from a zoning perspective.
3. Eagle County and the Town of Eagle jointly adopted the Plan and FLUM for the greater Eagle Area. These Properties are within the Western Gateway Character Area identified in the Plan. Per the Plan, Chapter 5, "Eagle River Corridor Area", lists multiple planning principles for the Corridor Area. Planning Principle E states to "provide adequate access but otherwise preserve the quality of the Eagle River corridor and the Brush Creek corridor and related habitats. Relevant planning principles from the Eagle River Corridor Character Area should apply."

Therefore, the County recommends the Town and Property owner consider the inclusion of a fisherman's easement for public access to the river as part of the application. The recommendation of a fisherman's easement is also consistent with the intent of the Eagle River Corridor Character Area zoning document, Chapter 6 - River Recreation.

ECO Trails Comments:

1. The County encourages the Town to include a public easement for a future Eagle Valley Trail connection as part of the annexation agreement. This request is illustrated in the graphic below.



2. Emailed communication between the Property owner, Town of Eagle, and ECO Trails Department indicates ECO Trails previously requested the Property owner widen Violet Lane. The Property owner agrees to widening Violet Lane but requests a site plan from the County to assist with this request. The ECO Trails Department is willing to help with this request and will work with the Property owner to finalize a site plan if and when requested by the Town of Eagle.

ECO Transit Comments:

1. The annexation is located within close proximity to the Hwy 6 & Sylvan Lake Road bus stops and served by the Valley Route. These stops provide public transit service for the proposed annexation; however, pedestrian access is limited. ECO Transit supports Eco Trails request for a public easement along Violet Lane for a future extension of the Eagle Valley Trail to improve pedestrian access.

Environmental Health Comments:

1. Should the annexation be approved, the County recommends that the Town of Eagle maintain the Eagle County Land Use Regulation 75 foot development setback requirement from the Eagle River. This is critical for preserving water quality and riparian habitat. The setback could also be delineated on the Annexation Map.

Please contact Olivia Cook at (970) 328-8754, or at olivia.cook@eaglecounty.us if you have questions or would like to request a meeting to discuss these comments. Eagle County reserves the right to offer additional comments as more information is provided.

Sincerely,



Morgan Beryl, Community Development Director

Cc: Olivia Cook, Assistant Planner
Kris Valdez, Senior Planner
Jared Barnes, Planning Manager - ECO Transit and Trails
Kevin Sharkey, Trails Program Manager
Morgan Hill, Environmental Health Manager
Beth Oliver, Deputy County Attorney
File



MINUTES

Planning & Zoning Commission

Tuesday, March 2, 2021

6:00 PM

ZOOM MEETING

This agenda and the meetings can be viewed at www.Townofeagle.org.

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

- Virtual Meeting Procedure
 - Register in advance for this meeting [here](#).
 - Public comments can be made when the Chair opens the public comment. Please prompt through Zoom to raise your hand and you will be called on when it is your turn.
1. • All public attendees will be muted during the meeting, unless the Chair or meeting facilitator invites them to speak live during the meeting.
- Meetings are recorded and will be published on the Town's web page.
 - For technical difficulties, please email peyton.heiztman@townofeagle.org and we will do our best to assist you.

6:00 PM - REGULAR MEETING CALLED TO ORDER

Chair Hood called the meeting to order at 6:08pm.

COMMISSIONERS PRESENT

Jesse Gregg, Kyle Hoiland, Bill Nutkins, Robert Townsend, Lani Webb, Matthew Hood, Keegan Winkeller

COMMISSIONERS ABSENT

Charlie Perkins

STAFF

Chad Phillips – Community Development Director
Angie Kyle - Administrative Tech II
Jessica Lake - Planner I
Peyton Heitzman – Planner I

PUBLIC COMMENT *Citizens are invited to comment on any item not on the Agenda subject to a public hearing. Please limit your comments to five (5) minutes per person.*

Opened public comment at 6:08pm, there was no public comment.

PUBLIC HEARINGS

1. Powell Annexation Zoning Review

Project: Powell Annexation Zoning Review

File # RZ20-01

Applicant: William and Nancy Powell Location 21 & 25 Violet Lane

Staff Contact: Peyton Heitzman, Planner I

Request: Request to zone two parcels of land in unincorporated Eagle County to Town of Eagle Residential Medium (RM) zoning.

Peyton presented the file to the Commission. The applicant, Willy Powell, was present and informed the commission that he sold a 20-foot permit and construction easement to the Town of Eagle for the water main leading to the Lower Basin Treatment Plant which makes him eligible for annexation. He has been on town sewer for decades and is currently on a well, he plans to connect to town water. He bought this property in 1979 and subdivided in 1988. He plans to continue to live on this property. He plans to raise the apartment building due to deficiencies in the property and will comply with all regulations associated with completing this.

QUESTIONS

Commissioner Nutkins asked if the applicant is currently going through the annexation process with Town Council. Staff informed the commission that the annexation has been accepted by Town Council and the meeting date is for March 23rd, 2021. The demolition of the 4-plex does not require a development permit, just a building permit

PUBLIC COMMENT

Opened public comment at 6:22pm. There was no public comment.

DELIBERATION

Commissioner Nutkins does not see a problem and agrees with staff. Commissioner Townsend agrees as well as Commissioners Hoiland, Gregg, and Winkeller.

MOTION: COMMISSIONER BILL NUTKINS MOTIONED TO APPROVE FILE RZ20-01 ZONING 21 & 25 VIOLET LANE WITH NO CONDITIONS, BASED ON THE FOLLOWING FINDINGS: THE APPLICATION MEETS THE REQUIREMENTS OF TITLE 4 OF THE LAND USE AND DEVELOPMENT CODE AND IS IN CONFORMANCE WITH THE 2020 ELEVATE EAGLE COMPREHENSIVE PLAN AND THE EAGLE RIVER CORRIDOR PLAN.

MOTION WAS SECONDED BY COMMISSIONER LANI WEBB AND PASSED WITH A VOTE OF 7 (GREGG, NUTKINS, TOWNSEND, WEBB, HOILAND, WINKELLER, HOOD) IN FAVOR AND 0 OPPOSED.



STAFF REPORT AND CERTIFICATE OF RECOMMENDATION

TO: Planning & Zoning Commission

FROM: Community Development Department

DATE: March 2, 2021

FILE NUMBER: RZ20-01

PROJECT: Powell Park Annexation

REQUEST: Request to zone two parcels of land in unincorporated Eagle County to Town of Eagle Residential Medium (RM) zoning.

APPLICANTS: William and Nancy Powell

LOCATION: 21 & 25 Violet Lane

CODE: Chapter 4.04 Zoning
Chapter 4.05 Zoning Review

ZONING: (Existing) Planned Unit Development (PUD) in unincorporated Eagle County

EXHIBITS:

- A: Project Application and Narrative
- B: Petition for zoning
- C: Site Plan
- D: Aerial Map
- E: Site Photos
- F: Sections of Eagle River Corridor Plan

PUBLIC COMMENT: No public comments received as of February 26, 2021.

STAFF: Peyton Heitzman, Planner I – peyton.heiztman@townofeagle.org

INTRODUCTION

On January 26, 2021, the Town Council passed Resolution 14, Series 2021 finding the Annexation Petition for Powell Park to be in substantial compliance with Section 31-12-107(1) C.R.S. The annexation application was accompanied by a request to zone the property to Residential Medium (RM) zoning. The two parcels of the Powell Park Subdivision are currently in unincorporated Eagle County and zoned Planned Unit Development (PUD).

The property is located north of the Sylvan Lake Road roundabout off Highway 6. The project consists of two lots under the sole ownership of William and Nancy Powell. Of the total 9.0256 acres that make up the proposed annexation and zoning, Lot 1 is 1.6275 acres and Lot 2 is 7.3981 acres. There is a single-family unit on Lot 2 and fourplex on Lot 1. The applicants are proposing to raze the fourplex and plat two single-family lots.



Should Town Council approve the annexation application for the Powell Park Subdivision on March 23rd, 2021, the Planning & Zoning Commission's recommendation for zoning will be considered as part of a subsequent zoning approval for the property.

DISCUSSION ITEM(S)

1. Is the proposed RM zoning supported by the Eagle River Corridor Plan?

STANDARDS FOR APPROVAL (SECTION 4.05.030.A.)

The conditions for zoning as described in Section 4.05.030 of the Land Use and Development Code are:

STANDARD #1: That the rezoning is compatible with surrounding land uses, and is consistent with the Town's goals, policies and plans.

Staff comment: Staff believes the proposed residential zoning is appropriate for this property because it complements the surrounding land uses. The adjacent properties to east and west of the Powell Park Subdivision have low-density residential uses. The County Fairgrounds is north of the property. The Fairgrounds and the adjacent property to the west are in unincorporated Eagle County. To the south of the property, across Grand Avenue, are additional residential and commercial uses. With the development of the property, there will be a decrease in density, resulting in less impact to the adjacent properties than currently exists.

When reviewing the project for consistency with the Town's goals, policies, and plans, staff was guided by the following documents:

- 1) The Elevate Eagle Comprehensive Plan (2020)
- 2) The Eagle River Corridor Plan (2015)
- 3) Title 4 of the Land Use and Development Code

Elevate Eagle Comprehensive Plan (Comp Plan)

Zoning the property is supported by policies in the Comp Plan including:

- Policy 2-2.6. Encourage infill and redevelopment of rundown, outdated, or underutilized parcels on Highway 6 to support Broadway.
- Policy 2-3.3.a. Ensure residential infill and redevelopment blend appropriately with the character and scale of surrounding neighborhoods.
- Policy 2-3.3.b Utilized infill and conservation-oriented development to accommodate growth while retaining open lands and protecting environmentally sensitive areas.

Staff Comment: The annexation and redevelopment of the property will result in the replacement of an outdated 4-plex with two single-family homes. The annexation application is designating a no-build zone on Lot 2 to the south of the single-family home, allowing this application (annexation and zoning) to meet Policy 2-3.3.b. to protect environmentally sensitive areas from development.

The Powell Park subdivision is within the Town of Eagle's Urban Growth Boundary (UGB). The UGB can be found in the Future Land Use Map of the Comp Plan. The Comp Plan defers to the Eagle River Corridor Subarea Plan for the future land use designations of properties along the Eagle River, including this property.

Eagle River Corridor Subarea Plan (ER Corridor Plan)

Staff comment: The applicants are requesting Residential Medium zoning which is supported by the ER Corridor Plan. Chapter 2 of the ER Corridor Plan proposes Medium Density Residential (MDR) as the future land use for the area. Uses in the MDR include single-family homes, duplexes, and multi-family residential. The applicants are proposing to develop two single-family homes, although they could develop the property under any allowed use in the approved zone district. The MDR designation is described as *a node of residential development on the higher, flatter land adjacent to the Sylvan Lake Road roundabout. Development in this area should be designed to avoid impact to the wetlands, riparian vegetation, and pond in the eastern portion of the MDR area.* The eastern portion of the property, south of the single-family home, will be the previously mentioned no-build zone. The MDR future land use description is included as an attachment in the packet along with the Future Land Use Plan.



Page 20 Eagle River Corridor Plan featuring Future Land Use Designation for the property

Title 4 Land Use and Development Code

Staff Comment: Staff has reviewed the existing structures on Lot 1 and 2 to confirm compliance with the zoning standards for the Town's Residential Medium (RM) zone district. The lots meet the RM zone districts standards for maximum lot area, maximum lot area/dwelling unit, maximum lot coverage, and maximum floor area. The residential buildings on both lots meet existing front and side yard setbacks as well as the 50' live stream setback to the rear of the yard, measured from the high-water mark from the Eagle River.

There are three accessory structures on the lots. Lot 1 has two garden sheds and Lot 2 has an accessory garage. Accessory structures may observe a 7½ foot side yard setback under Section 4.04.100.H.7.a of the Municipal Code. The shed to the far west of the property only has a 1' side yard setback. However, the applicants plan to raze the non-conforming shed with the 4-plex following the annexation of the property. All other setbacks comply with RM zoning standards. The other garden shed and the accessory garage meet the minimum side, front, and rear yard/live stream setbacks for the RM zone district.

Section 4.15 of the Municipal Code requires all areas annexed within the Town to adopt Town zoning within 90 days of approval of annexation. The Planning and Zoning Commission will need to provide a zoning recommendation to Town Council whether that zoning be the requested RM zoning or another zone district that the Commission deems more appropriate for the property.

STANDARD #2: *That the land to be rezoned was previously zoned in error or the existing zoning is inconsistent with the Town's goals, policies and plans.*

Staff Comment: The application meets this standard. The existing County PUD zoning is inconsistent with the Town of Eagle Urban Growth Boundary and the future land use proposed in the Eagle River Corridor Plan.

STANDARD #3: *That the area for which rezoning is requested has changed substantially such that the proposed rezoning better meets the needs of the community; OR*

Staff Comment: If the annexation application is approved by Town Council, the Powell Park Subdivision will have changed substantially through incorporation into Town of Eagle boundaries and connection to Town services. The proposed zoning better meets the needs of the community through its alignment with the Town's long-range planning documents.

STANDARD #4: *That the rezoning is incidental to a comprehensive revision of the Town's zoning map which recognizes a change in conditions and is consistent with the Town's goals, policies and plans.*

Staff Comment: Standard not applicable to application.

STAFF RECOMMENDATION

Staff recommends APPROVAL for the zoning of 21 & 25 Violet Lane from Eagle County PUD zoning to Town of Eagle Residential Medium zoning based on Standards (1), (2), and (3) of Section 4.05.030. of the Municipal Code.

PLANNING AND ZONING COMMISSION POTENTIAL MOTIONS

Below are the Planning and Zoning Commission options related to the zoning of file number RZ20-01:

1. Recommend approval with no conditions.
2. Recommend approve with conditions.
3. Continue (table) the application. (Provide staff and the applicant detail regarding information needed for a decision).
4. Recommend Denial. (Cite all Code sections and/or Plan policies that resulted in motion for denial)

SUGGESTED MOTION:

I move to RECOMMEND APPROVAL File # RZ20-01 Zoning 21 & 25 Violet Lane with no conditions, based on the following findings:

FINDINGS OF FACT

The application meets the requirements of Title 4 of the Land Use and Development Code and is in conformance with the 2020 Elevate Eagle Comprehensive Plan and the Eagle River Corridor Plan.



To: Mayor Turnipseed and Town Council

From: Peyton Heitzman, Planner I
Chad Phillips, Community Development Director

Date: March 23, 2021

Agenda Items: AN20-01 Powell Park Subdivision Annexation; RZ20-01 Zoning

Resolution No. 30 Series 2021, A Resolution of the Town Council of the Town of Eagle, Colorado making certain Findings of Fact Regarding the Proposed Annexation of Real Property Located in Unincorporated Eagle County.

Ordinance No. 4 Series 2021, An Ordinance of the Town Council of the Town of Eagle, Colorado Annexing to the Town Certain Unincorporated Territory in Eagle County, Zoning the Property Residential Medium and Approving the Associated Annexation Agreement.

REQUESTS: For Council to consider the annexation of the Powell Park Subdivision and zone the property to Residential Medium (RM) zoning.

BACKGROUND: On January 26, 2021, the Town Council passed Resolution 14, Series 2021 finding the Annexation Petition for the Powell Park Subdivision to be in substantial compliance with Section 31-12-107(1) C.R.S. The annexation application was accompanied by a request to zone the property to Residential Medium (RM) zoning. The two parcels of the Powell Park Subdivision are currently in unincorporated Eagle County and zoned Planned Unit Development (PUD).

The property is located north of the Sylvan Lake Road roundabout off Highway 6. The project consists of two lots under the sole ownership of William and Nancy Powell. Of the total 9.0256 acres that make up the proposed annexation and zoning, Lot 1 is 1.6275 acres and Lot 2 is 7.3981 acres. There is a single-family unit on Lot 2 and fourplex on Lot 1. The applicants are proposing to raze the fourplex and plat two single-family lots.

On March 2, 2021, the Planning and Zoning Commission heard and considered the zoning request for the application and recommended approval. Analysis of the proposed zoning is detailed later in the staff report.

ANALYSIS:

Annexation. Annexation is a discretionary action on the part of the Town. Annexations must be in compliance with Title 31, Article 12 of the Colorado Revised Statutes and the Colorado Constitution. Title 4 of the Land Use and Development Code, along with Town of Eagle Long Range Planning documents were considered in the review of this application.

Standard #1: Compliance with the provisions of Title 31, Article 12 of the Colorado Revised Statutes.

Staff Comments: During the January 26, 2021, Town Council meeting the Town accepted a petition from William and Nancy Powell, the property owners of the Powell Park Subdivision. The Powell's are the owners of 100% of the entire property seeking annexation.

The property's boundaries are contiguous with the Town of Eagle boundary for 639.3 feet of its 2,915.58-foot total exterior boundary (or 21.9% of its perimeter) as demonstrated on the updated Annexation Map; thereby exceeding the one-sixth contiguity requirement per C.R.S. § 31-12-104(a). Staff finds the proposed annexation meets the statutory urbanization and integration requirements, and the majority of the property is within the Urban Growth Boundary as defined in the Elevate Eagle Comprehensive Plan (2020). Lastly, the proposed annexation would not extend the Town's boundary more than three miles in any direction.

Standard #2: Conformance with the Eagle Municipal Code [Chapter 4.15](#).

The Town's Municipal Code reiterates the requirements of the Colorado Revised Statutes as it relates to Annexations and adds that "All petitions for annexation shall also be accompanied by a statement setting forth the proposed water rights to be dedicated to the Town at the time of annexation."

Staff Comment: The applicants have agreed to dedicate water rights associated with the property. A list of the water rights is included in the packet. The applicants have requested to lease back the water rights for outdoor irrigation. The terms of this arrangement can be found below under Raw Water Agreement.

The Municipal Code requires any area annexed into the Town to be brought under the Town's zoning ordinance and map within 90 days from the effective date of the annexation ordinance.

Staff Comment: The zoning for the property is accompanied with the annexation approval. Should Town Council approve the annexation and the zoning request, staff will modify the Town zoning map within 90 days from the approval of Ordinance No. 4, Series 2021.

Standard #3: Conformance with the Elevate Eagle Comprehensive Plan (2020) and the Eagle River Corridor Plan.

Staff Comments: The Powell Park Subdivision is in the Urban Growth Boundary as defined within the Elevate Eagle Comprehensive Plan. Staff finds the proposed annexation furthers the goals and policies of the Elevate Eagle Comprehensive Plan and the Eagle River Corridor Plan.

The Eagle River Corridor Plan shows the property's future land use to be Medium Density Residential in the areas with existing residential. The Powell's are proposing a No Build Zone to the south east portion of the property. This No Build Zone limits development on the property. Limiting development in this designated area aligns with the Eagle River Corridor Plan that identifies a portion of Lot 2 as "Preservation Area" on the Open Space & Trails Plan (page 29).

This annexation is supported by the Elevate Eagle Comprehensive Plan through the following goals/policies:

- Policy 4-4.1. Development should avoid natural hazards and impacts on environmentally sensitive and hazard-prone areas.

Staff Comment: Though no formal study has been provided, the applicants have worked to preserve what is believed to be environmentally sensitive lands by limited development on the property. Colorado Parks and Wildlife (CPW) did not respond to the referral agency request.

- Policy 5-1.5. Support transit-oriented development, and improvements that promote multi-modal transportation options.

Staff Comment: Eagle County has requested an easement to the southwest portion of Lot 2 near Violet Lane for future road and trail improvements. The applicant has agreed to this request and is included in the Annexation Agreement.

- Policy 4-1.6. Preserve high quality agricultural lands, public lands, wildlife resources, water resources, forest resources and viewsheds.

Staff Comment: The river viewshed is preserved by limiting development on the eastern portion of the property (No Build Zone).

Annexation Agreement

The Annexation Agreement establishes the terms and conditions of the annexation. The key terms of the Annexation Agreement are as follows:

- Applicants to pay a fee in lieu of water rights for treated water service at the rate of \$7,000 per EQR
- Payment of the applicable Plant Investment Fees for water services
- Dedication of all water rights associated with the property
- Dedication of Public Access Easement
- Establishment of No Build Zone on property
- Easement for future trail and road improvement abutting Violet Lane
- Payment of all other applicable fees i.e. public safety impact fees

Its worth noting, the Public Access Easement and the No Build Zone are not a requirement of the Municipal Code, but rather voluntary from the applicants. The Public Access Easement allows the general public to fish on the property from the high-water mark on the property to the northern property line.

Staff received referral comments from various agencies such as the U.S. Army Corps of Engineers, Eagle County, the Eagle River Watershed Council, and Colorado Geologic Survey, to name a few. Many comments were incorporated in the final application. However, there were comments provided, but not addressed in the application or in the annexation agreement. A summary of these comments is included below. The full agency comments are included as an attachment.

Holly Loff with the Eagle River Watershed Council has recommended that the applicants develop at a 75' setback from the high-water mark of the river and limit the clearing of native vegetation and construction of patios, decks, walks, etc. along the riverbank. The Town currently requires a 50' setback from the high-water mark. An action item of the Comprehensive Plan is to increase this water body setback to 75' with the upcoming Code rewrite. Ben Wilson with the U.S. Army Corps of Engineer has recommended the applicant conduct a delineation of aquatic resources for new development. This comment recognizes that the applicants have made efforts to avoid impacts to aquatic resources but shares concern that the project may require work with the Eagle River and associated wetlands. Jill Carlson with the Colorado Geologic Survey has recommended the development either meet the building code setback from slope crest (12 ft or ½ of slope height for foundation and deck footings) or receive a specific slope setback recommendation and justification by a geotechnical consultant.

When the applicants choose to develop, they will be subject to the then applicable Town of Eagle standards. Due to the discretionary nature of annexations, Town Council may require the applicants to develop under more stringent requirements than required in the Municipal Code. Council may add conditions of approval should they want the applicants to act on the suggestions of the referral agencies.

Raw Water Agreement

The Applicants have requested to lease back the water rights that are being dedicated through annexation. The water will be used exclusively for outdoor irrigation. The key terms of the Raw Water Agreement are as follows:

- 20-year term that may be renewed for successive five (5) year terms by mutual agreement between the Town and the applicants
- Abandonment of the Rochford Well
- Applicants will operate, maintain, repair and replace all infrastructure required for the use of the leased water rights
- No annual charge for use of the raw water
- The water will only be used for outdoor irrigation and other decreed uses
- No cross-connections with the Town treated water system
- The applicants will be responsible for the use, reporting, and administration of the water rights as required by state water administration officials
- The applicants have no rights to reuse the water leased

- Notice to applicants for failure to uphold the Raw Water Agreement
- Formation of an Association to manage the Agreement (prior to subdivision), should there be multiple owners on the property
- Annual reporting of use of water rights due on or before November 10th of each year.

The applicant is requesting changes to the Raw Water Agreement as drafted. The requested changes are included with the applicants application.

Fiscal Impact Analysis

Staff Comments: The application includes a Fiscal Impact Analysis. The analysis is based upon the annexation of two lots with the proposed redevelopment of one of the lots. The report does not project revenues and expenses based on the current use of the property. One single family home on Lot 2 and a proposal of one single family home and two (2) single-family homes on Lot 1, which will replace an existing four-unit apartment complex. Based on an average occupancy of 2.81 persons per home it is projected that Powell Park Subdivision will generate approximately 9.6 full-time residents with the redevelopment; compared to 10.8 with the existing development on the property. The report provides an analysis of potential incremental Town of Eagle revenues generated, and general fund expenditures incurred as a result of the annexation and development of Powell Park Subdivision based on forecasted assumptions. The report only looks specifically at sales and property tax generation for the general fund and does not analyze other potential revenues. The fiscal impact report utilized the same assumptions as the Red Mountain Ranch Fiscal Impact analysis which entails new development and new local residents. The Powell Park Subdivision annexation is a request for an existing subdivision, thus staff considers the assumptions utilized for some of the general fund department expenditures to be reasonable, although more conservative than that of Red Mountain Ranch. Town Staff generally supports methodology of the fiscal impact analysis.

Zoning. The applicant is requesting to rezone both lots to Residential Medium zoning (RM) concurrently with the annexation application. The Planning and Zoning Commission unanimously recommended approval of the RM zoning in the March 2, 2021 regular meeting. Standards and requirements for RM zoning are set forth in [Section 4.05.030](#) of the Municipal Code and summarized below. Additional details can be found in the Planning Commission report included as an attachment:

Standard #1: That the zoning is compatible with surrounding land uses, and is consistent with the Town's goals, policies and plans.

Staff comment: The Powell Park Subdivision is compatible with the surrounding land uses that include low-density residential uses to the east and west, the County Fairgrounds across the river to the north, and residential and commercial across Grand Avenue to the south. The property is within the Urban Growth Boundary of the Elevate Eagle Comprehensive Plan. The proposed zoning is consistent with the Town's Eagle River Corridor Subarea Plan that designates the area as Medium Density Residential on the future land use map.

Standard #2: That the land to be rezoned was previously zoned in error or the existing zoning is inconsistent with the Town's goals, policies and plans.

Staff comment: The existing County PUD zoning is inconsistent with the Town of Eagle Urban Growth Boundary and the future land use proposed in the Eagle River Corridor Plan.

Standard #3: That the area for which rezoning is requested has changed substantially such that the proposed rezoning better meets the needs of the community; OR

Staff comment: If the annexation application is approved, the Powell Park Subdivision will have changed substantially through incorporation into Town of Eagle boundaries and connection to Town services. The proposed zoning better meets the needs of the community through its alignment with the Town's long-range planning documents.

Standard #4: That the rezoning is incidental to a comprehensive revision of the Town's zoning map which recognizes a change in conditions and is consistent with the Town's goals, policies and plans.

Staff comment: Standard not applicable to application

COMMUNITY INPUT: AN20-01 was publicly noticed in accordance with C.R.S. § 31-12-108(2). The Community Development Department noticed the associated land use applications (e.g., zoning) according to the provisions of the Town of Eagle Land Use and Development Code. As of March 18, 2021, staff has received no comments from the public on this application.

BUDGET: None. The proposed annexation has generated review fees; however, the applicants have agreed to reimburse the Town for expenses and fees incurred by the Town in reviewing and processing the land use application.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: The application is in alignment with Major Objectives from the Strategic Plan including, Invest in Environmental and Energy Sustainability through the establishment of a No Build Zone. The objective to Focus on Recreation, Events, and Open Space is supported through the Public Access Easement, allowing legal public fishing on the property. Finally, the application supports the objective to Stimulate Economic Vitality and Development. Through the connections to Town services, the applicants will have the ability to redevelop the property.

RECOMMENDED ACTION OR PROPOSED MOTION:

1. Approve Resolution No. 30 Series 2021, A Resolution of the Town Council of the Town of Eagle, Colorado making certain Findings of Fact Regarding the Proposed Annexation of Real Property Located in Unincorporated Eagle County (Powell Park Subdivision).
2. Approve Ordinance No. 4 Series 2021, An Ordinance of the Town Council of the Town of Eagle, Colorado Annexing to the Town Certain Unincorporated Territory in Eagle County, Zoning the Property Residential Medium and Approving the Associated Annexation Agreement (Powell Park Subdivision).

ATTACHMENTS:

- Exhibit A: Annexation and Zoning Land Use Applications

- Exhibit B: Annexation Petition
- Exhibit C: Resolution 14, Series 2021 Annexation Petition
- Exhibit D: Annexation Agreement
- Exhibit E: Raw Water Agreement
- Exhibit F: Resolution 30, Series 2021
- Exhibit G: Ordinance 4, Series 2021
- Exhibit H: Referral Agency Comments
- Exhibit I: DRAFT Planning & Zoning Commission Minutes dated March 2, 2021
- Exhibit J: Staff P&Z Commission Meeting Memo dated March 2, 2021

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 30
(Series of 2021)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION
OF REAL PROPERTY LOCATED IN UNINCORPORATED EAGLE COUNTY (POWELL
PARK SUBDIVISION)

WHEREAS, a petition for annexation was filed with the Town Clerk requesting the annexation of certain unincorporated territory located in Eagle County and described in the attached **Exhibit A**, attached hereto and incorporated herein by this reference, also known as Powell Park Annexation (the "Property");

WHEREAS, by resolution adopted on January 26, 2021, the Town Council found the petition to be in substantial compliance with C.R.S. § 31-12-107(1); and

WHEREAS, on April 27, 2021, the Town Council conducted a properly-noticed public hearing to determine if the Property is eligible for annexation to the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO AS FOLLOWS:

Section 1. The applicable provisions of C.R.S. § 31-12-104 have been met, in that not less than one-sixth of the perimeter of the Property is contiguous with the existing boundaries of the Town; and therefore, because of such contiguity, a community of interest exists between the Property and the Town; the Property is urban or will be urbanized in the near future, and the Property is integrated or is capable of being integrated with the Town.

Section 2. The applicable provisions of C.R.S. § 31-12-105 have been met, in that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a Town boundary more than three miles; the Town has in place a plan for said three-mile area; and, in establishing the boundaries of the Property, the entire width of any street or alley is included within the Property.

Section 3. An annexation election is not required under C.R.S. § 31-12-107(2) and no additional terms or conditions are to be imposed upon the area to be annexed other than as contained in the Annexation Agreement, which will be considered and approved separately.

Section 4. The Property is eligible for annexation to the Town, and all requirements of law have been met, including the requirements of C.R.S. §§ 31-12-104 and 31-12-105.

Section 5. An ordinance annexing the Property to the Town will be considered by the Town Council pursuant to C.R.S. § 31-12-111.

INTRODUCED, READ, PASSED AND ADOPTED ON APRIL 27, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

EXHIBIT A
Legal Description of Property

Lots 1 and 2, Powell Park, according to the plat recorded October 20, 1983 in Book 371 at Page 287, County of Eagle, State of Colorado.

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 4
(Series of 2021)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
ANNEXING TO THE TOWN CERTAIN UNINCORPORATED TERRITORY LOCATED IN
EAGLE COUNTY, ZONING THE PROPERTY RESIDENTIAL MEDIUM AND APPROVING
THE ASSOCIATED ANNEXATION AGREEMENT (POWELL PARK SUBDIVISION)

WHEREAS, William and Nancy Powell ("Applicants") are the owners of the real property in unincorporated Eagle County described in the attached **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, on December 18, 2020, Applicants filed a petition for annexation of the Property to the Town;

WHEREAS, by resolution adopted on January 26, 2021, the Town Council found the petition to be in substantial compliance with C.R.S. § 31-12-107(1);

WHEREAS, on April 27, 2021, the Town Council conducted a properly-noticed public hearing and determined that the Property is eligible for annexation to the Town;

WHEREAS, also on April 27, 2021, the Town Council conducted a properly-noticed public hearing on the proposed zoning of the Property as Residential Medium ("RM");

WHEREAS, also on April 27, 2021, the Town Council considered the associated Annexation Agreement; and

WHEREAS, the Town Council finds that it is desirable and necessary, and in the best interest of the public health, safety and welfare, that the Property be annexed to the Town, that the Property be zoned RM and that the Annexation Agreement be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO AS FOLLOWS:

Section 1. Annexation.

a. The Property is hereby annexed to the Town. Upon the effective date of this Ordinance, the Property shall become subject to the jurisdiction of the Town.

b. Prior to the effective date of this Ordinance, the Town Clerk shall file for recording three certified copies of this Ordinance and three copies of the Annexation Map with the Eagle County Clerk and Recorder, and shall keep one copy of the Annexation Map and the original of this Ordinance in the Town Clerk's office.

c. The Town Clerk shall request that the Eagle County Clerk and Recorder file one certified copy of this Ordinance and one copy of the Annexation Map with the Division of Local Government of the Department of Local Affairs and the same with the Colorado Department of Revenue.

Section 2. Annexation Agreement. The Annexation Agreement is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Annexation Agreement on behalf of the Town.

Section 3. Zoning.

a. The Town Council hereby finds and determines that the RM zoning satisfies all applicable criteria in the Eagle Municipal Code.

b. Based on the foregoing, upon the effective date of this Ordinance, the Property is zoned RM.

Section 4. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

Section 5. Safety. This Ordinance is deemed necessary for the protection of the public health, safety and welfare.

Section 6. Effective Date. Pursuant to Section 6.03 of the Eagle Home Rule Charter, this Ordinance shall take effect 10 days after publication following adoption.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON APRIL 27, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

EXHIBIT A
Legal Description of Property

Lots 1 and 2, Powell Park, according to the plat recorded October 20, 1983 in Book 371 at Page 287, County of Eagle, State of Colorado.



To: Mayor and Town Council

From: Jessica Lake, Planner I, Community Development Department

Date: April 27, 2021

Agenda Item: PUDA20-01 Haymeadow PUD Amendment

REQUEST: File #PUDA20-01, Haymeadow PUD Amendment, includes two requests for a major Planned Unit Development (PUD) amendment within the Haymeadow development. 1) Request to swap the School Land portion of Tract E with multi-family housing and to allocate a different parcel for a future school site in Neighborhood C and 2) Request to renovate an existing cabin currently located in open space to the East of Neighborhood D as an event space and to swap this open space parcel with land equal in size and desirability.

INTRODUCTION:

The Planning and Zoning Commission reviewed this application on March 2, 2021 and on April 6, 2021. During the March 2, 2021 meeting P&Z opened the file, heard presentations from the applicant and staff, asked questions and took public comment. A decision to continue the hearing was made in order for staff to present additional technical reports related to the school swap request as well as for P&Z to hold deliberation/discussion on both requests. At the April 6th meeting of the Planning & Zoning Commission, the Commission heard from staff and the applicant, took additional public comment and made recommendations on both the school swap and cabin requests. Minutes from both the March 2nd and April 6th meetings are included in this packet. To summarize, the Planning & Zoning Commission recommended denial of the school swap request based on non-conformance with Condition #2 of the standards and recommended approval with conditions of the cabin request based on overall conformance with Conditions #1-6 of the standards for a PUD amendment.

The Haymeadow property was annexed, zoned PUD, and preliminarily platted in 2014. The property is roughly 660 acres in size extending south and east from the current intersection of Brush Creek Road and Sylvan Lake Road. Since the original 2014 approvals, the Annexation and Development Agreement has been amended twice, the Final Plat for Filing 1 has been approved, as has an amendment to that plat to address discrepancies in the platted easements.

The PUD Guide sets out densities for the five different neighborhoods within the 660-acre area of land. In 2014, 837 total dwelling units were approved, of that total, 344 are designated as multi-family housing and 493 are single family or duplex units. The PUD Guide does allow for some limited swapping of densities between single family/duplex and multi-family and between neighborhoods. The multi-family units are able to be anything from small condos units in a two-

or three-story building to larger-scale townhomes, allowing for greater flexibility based on market conditions. Design Guidelines for the Haymeadow property will be submitted to the Town via the Major Development Permit process; this will be the Town's opportunity to review designs for both multi-family and single family/duplex construction. Once the Design Guidelines are approved, the Haymeadow Metropolitan District and eventually the Haymeadow Design Review Board will be responsible for enforcing those guidelines. The Town will continue to have enforcement responsibility for only the regulations contained in the PUD Guide.

In 2013 a Traffic Impact Study was put together by Fox Tuttle Transportation Group, LLC. This study looked at the Town as a whole to address the impact that the development of the Haymeadow property would put on existing streets throughout Eagle. There is not an in-depth analysis regarding the internal streets and flow of circulation internal to the Haymeadow Development. This study is attached to this report via a link, for those who would like to review in full.

McDowell Engineering has submitted two updated Traffic Memos included with this application. The first memo focused primarily on traffic influences external to the Haymeadow site. This memo is discussed in greater detail below, but generally found that "a comparison of the sites to be swapped results in a net increase of daily trips for Neighborhood A... peak morning hourly trips are anticipated to be higher at the new school site." The 2nd traffic memo focused primarily on internal influences and took into account multi-modal transportation. The memo shows that by swapping the school for multi-family housing, more residential units are within a closer proximity, which may increase pedestrian and bicycle traffic (thereby reducing vehicle trips) at the new proposed school location. Table 4 in the memorandum, notes that when reviewing the original PUD against the proposed school/multi-family swap the traffic impacts to Brush Creek Road and Ouzel Lane do increase. It appears that the overall impacts to traffic are minimal between the PUD as originally proposed and as amended.

Since the original approvals for this project, Eagle has seen many changes. Many new guiding policies have been adopted, including the 2020 Comprehensive Plan, the 2020 Haymaker Trailhead Master Plan, the 2020 Strategic Plan, the 2020 Water Efficiency & Conservation Plan, and the 2018 Eagle Valley Housing Needs and Solutions, just to mention a few.

This application was submitted to Town Staff prior to the adoption of the 2020 Comprehensive Plan and therefore only references the 2010 Eagle Area Community Plan. Staff has reviewed the Eagle Area Community Plan against this application for overall plan compliance, a summary of that review can be found in the analysis below.

In review of this application, staff has solicited feedback from Public Works and Engineering, the Building Department, ToE Open Space, Greater Eagle Fire District, Eagle County School District, Mountain Recreation, Eagle County Community Development, Eagle County Environmental Health, and Colorado Parks & Wildlife. Outstanding concerns from these agencies have been incorporated into staff's review, and when appropriate, as a condition of approval or as the basis for a recommendation.

ANALYSIS:

SECTION 4.11.050.A.1-6:

CONDITION #1: *The proposed amendment is consistent with the efficient development and preservation of the entire planned unit development.*

Staff Comment – School Swap: The proposed school swap would effectively remove all of the previous 112 multi-family units from Neighborhoods B & C and relocate them to Neighborhood A1. It would then relocate the future School from Neighborhood A1 to Neighborhood C. The school swap request is partially consistent with the clustering of housing towards more developed areas of land encouraged by the 2010 Eagle Area Community Plan (EACP), except that clustering is primarily encouraged in and around established commercial centers. The initial plan distributed multi-family housing throughout the PUD and into Neighborhoods A1, A2, B, and C. The amendment allows for housing stock to be built and enter the market sooner in the project phasing but restricts all multi-family housing to only Neighborhoods A1 and A2, with the expansion of A1 by 14.2 acres.

Traffic has been evaluated, both in terms of internal traffic flows (March Traffic Memo) and external traffic flows (October Traffic Memo). Based on the assumptions made in the memos from McDowell Engineering, there is little to no difference in traffic between the current school site and the proposed school site. From a traffic perspective, there are no greater efficiencies with one school site versus the others or with having multi-family more spread out or within closer proximity to each other.

The use of a “shared campus” between the Recreation District and the School District was noted as being an example of efficient development in the approved PUD. The ability for students to walk to recreation from the School, sharing playgrounds and fields, sharing parking between not only the rec center and school but also for events, expanded after school opportunities and programs are all benefits of having one parcel for both the Rec District and the School District. The proposed swap does allow for much needed housing to be built more quickly, utilizing existing infrastructure and not needing to irrigate a large parcel until it is eventually developed.

The applicant argues that the school swap request is efficient development because it makes use of infrastructure already in place, staff agrees with the applicant on this point – the proposed request is an efficient use of the development ready infrastructure.

Both the original and proposed plans can be argued to fit in with efficient development. Based on the information provided, staff cannot conclude that one plan is substantially more efficient than the other.

Staff Comment – Cabin: The cabin is an existing building on the Haymeadow property and sits in a tract that is slated as future Town Open Space, to be dedicated when Neighborhood D is subdivided. The cabin was originally used by the Ranch Manager for Adam’s Rib, and an agreement was in place between Haymeadow and Adam’s Rib to continue use of the cabin for a few years after the Haymeadow of the property was sold to Abrika. It has been many years now since the cabin has been used for anything and while the structure is good, it will need extensive renovations prior to it being used.

Development of the Cabin site as an events venue necessitates the usage of existing well and septic since it does not follow the phased development of the rest of the PUD. The well and septic system will need to meet all County and State requirements and a condition of approval has been included regarding timing of connection to Town water and sewer.

To reiterate, the cabin sits on a parcel of land that is currently slated for dedication to the Town as Open Space when Neighborhood D is subdivided. The Town has asked to swap the land that the cabin sits on for another open space parcel that is equal in terms of size and desirability. All renovations for the cabin, including brining the well and septic up to code, will be at the sole expense of the applicant. The Town is not incurring any costs relating to this private business enterprise. What we are evaluating, is the appropriateness of the use of this parcel of land for Special Events. To that end, the land sits within a loop of the Haymaker Trail. Staff has discussed the possibility of potential conflicts between trail users and special events users and has included conditions of approval intended to mitigate any conflicts that may arise.

The location of the Cabin poses a challenge in that is very far out on the property. If efficient development of the PUD is to phase from Neighborhood A1 to A2 to B and so on, then technically the cabin likely wouldn't be developed for many years to come. No development of the cabin was proposed in the original PUD, it could be considered efficient development to develop and preserve the structure.

CONDITION #2: *The proposed amendment does not affect in a substantially adverse manner either the enjoyment of land abutting upon, adjoining or across a street from the planned unit development or the public interest.*

Staff Comment – School Swap: Residents in the Soleil Development and other neighborhoods in Eagle have sent in public comment letters noting their thoughts on the proposed school land swap. In the original approvals, the lower portion of Tract E was slated for development as a school (likely to be K-8). Use of Tract E as a school does confine high usage times to primarily weekday daytime hours and would not be heavily used during the summer months. The upper portion of Tract E has been master planned by Mountain Recreation. Mountain Rec did include parking lots on the plan that were planned to be shared use between the Rec District and the School District. A housing development on Tract E would likely have higher usage in the evening hours and on weekends year-round similar to the high demand hours for Mountain Rec. The residents in a housing development on Tract E would have great walkable access to the Mountain Rec facilities, as will residents in the existing Neighborhood A1.

Local businesses, housing proponents, and residents have also commented in favor of this application and the proposed school swap. Several of the residents of Soleil prefer the proposed change to the original PUD as the developer has agreed to provide a landscape buffer between the Soleil and Haymeadow developments. The school is not under any requirement to provide a buffer, other than adhering to the setbacks in the PUD Guide.

Mountain Rec is a referral agency on this application and is directly affected by the proposed school swap. Mountain Rec's Board commented that the *EACP recognizes the 'shared use of school facilities has contributed positively to the Eagle Community' and encourages shared use*

practices to continue and expand. As well, the factors of livability include maintain the area's 'sense of community', maintaining and enhancing recreational opportunities, and providing infrastructure and public services efficiently and equitably. For quite some time, the Town and its residents have considered the subject area to be valuable as a trailhead and recreation campus, serving as a central social and recreational hub for the community now and even more so once the Town is fully built out. This community 'heart' has been purposefully planned to include an appropriately sized space for recreational and school purposes, which create specific efficiencies for community use of public land. Preserving and protecting this area for its intended use will offer greater opportunity to provide a 'sense of community' than would be possible if the proposed amendment were approved. Shared school/recreation use of the parcel, and its adjacent park land tract, offers Eagle County Schools and Mountain Recreation access to the entirety of both parcels plus access to existing adjacent school and recreation amenities rather than relegating the agencies to segregated properties. Swapping the school site would impact the recreational use of the property by the Town of Eagle and Mountain Recreation, reducing the scale and impact of public services otherwise possible under the existing Haymeadow PUD. To further illustrate the loss in public service efficiency, the site proposed for the future school is approximately one mile from the currently approved location. Relocation to an outlying neighborhood may create a need to bus students to utilize recreation facilities during school hours, increasing the cost of offering student's unique physical education and curricular opportunities. The distance created by the swap also makes access to extracurricular or recreation-based before and after school programs held in recreation facilities that provide pro-social, physical, emotional, and mental health support an unnecessary logistical challenge.

The Planning & Zoning Commission found that there are substantial adverse effects to the enjoyment of land abutting, adjoining and across from the Planned Unit Development and to the public interest based on the amount of public opposition, the comments from Mountain Rec and the impacts to surrounding neighborhoods.

Staff Comment – Cabin: The cabin is located on a portion of land that lies within a loop of the Haymaker mountain bike trail. The developer has proposed to relocate a portion of the Haymaker trail to minimize any conflict within the area utilized by the cabin. Signage and markers are proposed at the intersection of the trail and the road. Most larger events at the cabin will include shuttle service to and from area hotels, churches, etc., which should cut down on the number of cars parked in the proposed parking area. This parking area will not be available for trail parking, but strictly for cabin event users. Current users of the Haymaker trail do need to cross the existing dirt road that runs to the cabin, from this standpoint not much will change, except that the road will be more frequently used during remodel of the cabin and lands and as an events space. The applicant has agreed to work with the Town's Open Space and Trails Manager to determine the best way to re-route one portion of the trail, as well as signage, trail construction, etc. and staff has included conditions of approval for these items. Conditions of approval have been added to create policies to handle conflicts when and if they arise, staff believes that these conditions help alleviate any concerns and that the inclusion of special events in this area does not represent a substantially adverse impact upon the enjoyment of land or the public.

CONDITION #3: *The proposed amendment is not granted solely to confer a special benefit upon any person.*

Staff Comment – School Swap: The proposed school swap does have benefits for the developer. Approval of this request would enable the developer to utilize the infrastructure earlier, as well as sell product earlier. There also may be benefits to the community: housing stock is available sooner, which helps Eagle to better meet demands. The School District (ECSD) has looked at this swap and believes that the greater land size of the proposed parcel is a benefit to them.

ECSD says: *While both the existing and proposed school dedications are viable school sites, the proposed site is preferred due primarily to its size and location.*

As this swap could benefit the developer, the ECSD, and that portion of the community looking for more immediate housing; staff suggests that the proposed amendment does not confer a special benefit upon any person.

Staff Comment – Cabin: Converting the cabin into an events space also has benefits to the developer. To be able to utilize a space that has been vacant for many years and revitalize it will provide a pecuniary benefit to the developer (after a substantial amount of money has been spent on those renovations). There is also an economic benefit to businesses in Eagle who are in the special events industry. Activating this space as an events venue likely will generate added business for small local businesses. Therefore, this request does not confer a special benefit solely upon any person.

CONDITION #4: *The proposed amendment does not contain proposed uses that detract from other uses approved in the PUD.*

Staff Comment – School Swap: All the uses currently proposed in this PUD amendment request are the same as those in the original PUD, it is only the location that changes. From a land use perspective, the proposed uses do not detract from any other uses in the PUD, as all uses were previously approved.

Mountain Recreation has made an argument for how the proposed change in use may detract from the Rec District's plans for the use of this parcel. *The intensive community engagement process (Mountain Rec's master conceptual plans) included an exploration of the ways in which the school/recreation parcel could be planned to include the school, shared parking, and shared multi-purpose field spaces. The conceptual plans developed and approved were based on a school being located adjacent to the existing parkland. Changes to the location of the school may result in a need to revise plans for both parcels. Eagle Pool and Ice Rink expansion efforts, which are already under way, may be jeopardized should plans need to be revised because of the land swap. Furthermore, proximal placement of multi-family residences on the parcel proposed may create additional traffic and safety issues. Peak time use of recreation facilities, trails and parking is evenings and weekends, which is generally the same as peak parking times for housing developments. The Haymaker trailhead concept plan addressed parking concerns with the sharing of school and recreation parking for ordinary use since school parking demands complement recreation parking demands. The plan also included a planned overflow parking*

area for use during seasonal special events. Sharing parking with multi-family housing is not feasible. As well, parking needs for the housing development may adversely impact the recreation parcels, which already see residential overnight parking from adjacent neighborhoods.

Staff Comment – Cabin: Swapping the Open Space land that the cabin sits on with developable land in Neighborhood D allows the development to maintain the full amount of open space as originally dedicated. The result would be that a section of the Haymaker Trail will be on private land rather than in public open space. It is possible that the use of the cabin as an events space will occasionally conflict with trail users, but it is not clear what the impacts would be. Staff included a condition of approval to create a plan or policy document that could help staff to address any future conflicts that may arise.

CONDITION #5: *The proposed amendment does not contain an open space plan that differs substantially in quantity or quality from that originally approved.*

Staff Comment – School Swap: The school swap request does not affect the approved open space plan for the development. Should this request be approved, the applicant has agreed to create a landscape buffer to provide a visual boundary and a “landscaped open space” area resulting in 2.6 acres between the Soleil Development and multi-family housing. This portion of open space would not be part of the open space plan but would be part of the landscape portion of the Design Guidelines. Staff believes that the proposed amendment does not contain an open space plan that differs substantially in quantity or quality from that originally approved.

Staff Comment – Cabin: The cabin request would create a 5.8-acre parcel (Tract I) around the cabin from land that is projected to be deeded to the Town as open space. To maintain the same acreage of open space in the PUD, 5.8 acres of natural land would be subtracted from the northern portion of Neighborhood D and designated as open space. The additional open space in this area will offer a larger buffer between the Haymaker trail and Neighborhood D for trail users while also benefiting wildlife by providing a larger wildlife corridor.

The Haymeadow applicants have also requested a small reroute of the Haymaker Trail near the cabin to separate the trail experience from the event venue. The applicant will be responsible for the costs and construction of the reroute, with the Town having final approval of the new alignment. The final plat for Tract I will include a new trail easement protecting access for the trail through the parcel. Further, with the proposed/modified PUD Amendment, the Town would no longer be responsible for taking over an existing events venue and trying to run a business as a local government entity.

The applicant believes this creates an equal or better level of open space quality for the overall PUD, because the area around the cabin is in an upland area that has been identified as weed infested land that requires mitigation and improvement. The renovation of the cabin and surrounding lands will include a full weed mitigation plan within this 5.8-acre parcel. Approximately one acre of the parcel will be improved with irrigated landscaping and the rest will be revegetated with native grasses. The 5.8-acre portion of Neighborhood D that will become open space is irrigated hayfield. This area will create a larger buffer area between the development lands of Neighborhood D and the upland open space and proposed wildlife

corridor. This area could also be used as a secondary trailhead for access to the Haymaker Trail and adjacent public lands.

The Open Space Manager has reviewed the application and believes the land proposed in the open space swap is substantially similar or better in quantity and quality to what was originally approved. A suggested Condition of Approval has also been added for the proposed Open Space tract to include the Extra Credit trail, which would give the Town the right to make this a permanent extension of the Haymaker Trail.

CONDITION #6: *The proposed amendment contains street and utility plans that are coordinated with planned and/or existing streets and utilities for the remainder of the PUD.*

Staff Comment – School Swap: The proposed school swap does not include any alterations to the approved internal street plan from Filing 1.

The 2013 Fox Tuttle Traffic Report notes: *It is anticipated that the traffic accessing the new recreation facilities will use the existing roadways that access the ice rink. There will be a narrow and circuitous connection between the recreation site and the school site, but it is not expected that there will be any through traffic from one parking area to the other. However, this connection will provide a secondary emergency access route to both facilities.*

The existing location for the school and recreation parcel does have the potential benefit of a secondary emergency access point. In terms of primary access points both the existing school location and the proposed alternative school land locations are located on corner parcels with roundabouts conceptually shown at those intersections. The existing school site would place greater demand on the extension of Sylvan Lake Road internal to the Haymeadow development. Staff has included a condition of approval to accelerate the Sylvan Lake Road / Brush Creek Road roundabout and re-alignment.

The proposed school site places a greater demand on roads primarily external to the development – Brush Creek Road and Ouzel Lane. Due to the greater potential for demand to Brush Creek Road and Ouzel Lane, a condition of approval has been added requesting the developer to provide analysis of impacts to this area prior to a Final Plat application for the proposed school site (Tract J). McDowell Engineering's traffic memo from October states that *the remaining 1/3 of the additional morning traffic (27vph in / 12vph out) caused by the school site swap will likely access via Ouzel Lane. This may add to the southbound left turn movement from Brush Creek Road to Ouzel Lane towards the Haymeadow project. The configuration of the Brush Creek Road and Ouzel Lane intersection should be studied prior to time of Final Plat.* Staff has included a condition of approval for the applicant to provide a study for Brush Creek Road and Ouzel at the time of subdivision of the proposed school site. A dedicated left-hand turn lane will be added to Brush Creek Road at the intersection with Ouzel based on the recommendation from McDowell Engineering.

The street and utility plans for the rest of the Haymeadow development will be submitted at time of subdivision for each Neighborhood.

Staff Comment – Cabin: An existing dirt road currently leads to the cabin, situated just east of Neighborhood D. On the site plan, the road is shown only as existing but not to remain. When Neighborhood D is platted, the applicant and the development team will need to show how access will be maintained, but as the Neighborhood is not yet platted, staff does not have concerns about the cabin as it relates to coordination with the overall street and utility plans. A dedicated left-hand turn lane will be added to Brush Creek Road at the Cabin Access Road prior to use of the property for Special Events based on recommendations from Eagle County and McDowell Engineering.

ANALYSIS OF DEVELOPMENT IMPACT REPORT

SECTION 4.07.100:

1.) *Development impact report requirements.*

1. *For each area under Subsection (B) of this section for which the response is "will" or "could possibly," a development impact report addressing such concern may be requested by the Town Planner before development review by the Planning Commission or may be required by the Commission or Town Board at any time prior to final approval. In addition, a public facilities impact statement may be required in accordance with the provisions of [Chapter 4.14](#).*
2. *The development impact report shall include technical studies, data, conclusions, summaries, and recommendations, performed by qualified professionals and at a level of detail commensurate with the potential impact of the development. The content, form, preparers and detail shall be adequate to enable the Town staff, Planning Commission and Town Board to Judge the impact of the proposal and the adequacy of the proposed mitigating measures, and shall be subject to approval of the Town Manager.*
3. *The development impact report shall describe temporary and long-term impacts of the project, both primary and secondary, beneficial and detrimental. The report shall include assessment of the following:*
 - a. *Adverse effects which cannot be avoided if the proposal is implemented.*
 - b. *Mitigating measures proposed to minimize the impact.*
 - c. *Cumulative and long-term effects of the proposal, which either significantly reduce or enhance the state of the environment.*
 - d. *Possible alternatives to the proposed action.*
 - e. *Irreversible environmental changes resulting from implementation of the proposal.*
 - f. *Population and economic impacts of the proposal.*

Staff Comment – School Swap: Staff has reviewed the applicant’s responses to the development impact report. Based on the traffic memos submitted by McDowell Engineering it appears that the only intersection that may require additional review is Brush Creek Road and Ouzel Lane, a condition of approval was added to address this review at time of subdivision should the school swap be approved.

Staff Comment – Cabin: Staff has reviewed the applicant’s responses to the development impact report as they regard the cabin and events, as has Colorado Parks and Wildlife. Comments from CPW have been incorporated into the application and PUD Guide and it appears that all concerns have been adequately addressed. However, CPW has not provided any additional comments.

ANALYSIS OF 2010 EAGLE AREA COMMUNITY PLAN

Staff Comment: While compliance with the approved plans and policies are not a specific Condition in Title 4 of the Municipal Code, it is relevant to Conditions 1-6 as identified above. As stated in the Introduction, this application falls under the 2010 Eagle Area Community Plan and not the 2020 Elevate Eagle Comprehensive Plan because the application was submitted prior to the final adoption of the 2020 plan. Since the original Haymeadow PUD 2010 plan was deemed in compliance with the 2010 plan, this review will focus only on the change in uses and locations presented.

Planning Principles: Brush Creek Character Area. A. Within the Urban Growth Boundary, locate new development close to existing development of similar intensity. Encourage clustering to balance conservation and development objectives so that wildlife habitat, views and sensitive environmental areas are preserved. **Staff Comment: While the proposal would not increase the number of multi-family units in the Haymeadow project, this proposal would focus more of them into Neighborhood A1 and the result would be no multi-family dwellings in neighborhoods B, C, or D (note that no multi-family dwellings were approved in D).**

Land Use Policy 2.2 New development should be compact, pedestrian friendly and located within or adjacent to existing development to minimize infrastructure and service needs. **Staff Comment: The resulting multi-family would be compact and adjacent to existing development.**

Land Use Policy 3.1.B. Design road, parking and delivery systems to anticipate future development and transportation needs. Promote a land use pattern that minimizes travel distances and encourages mobility by means other than the personal automobile. **Staff Comment: Moving the school minimizes travel distances for neighborhoods internal to the Haymeadow development and may encourage fewer vehicle trips in favor of walking or biking. Moving the school is also likely to result in a greater number of vehicle trips through Eagle Ranch Road to the Ouzel Lane / Brush Creek Road intersection.**

Natural Resources Policy 1.2. B. Encourage site designs and alternative transit incentives that reduce the demand for automobile trips in the area. **Staff Comment: Placing more dwellings within walking distance to the recreation facilities at the Pool and Ice Rink may encourage more pedestrian trips.**

Transportation Policy 1.2.B. Require development applicants to provide traffic studies and traffic impact analysis appropriate to the location, scale and nature of proposed improvements. **Staff Comment: The TOE Public Works Department commented that the Traffic Memorandum submitted as part of the application requires additional information.**

Transportation Policy 1.2. G. Locate high traffic generating land uses close to collector and arterial roadways and transit centers. **Staff Comment: Both the existing and proposed locations share**

similar distances to Brush Creek Road and the extension of Sylvan Lake Road through the development.

Community Design Policy 1.1.F. Retain and showcase existing design elements that contribute to the heritage and sense of place of the community and encourage new design to reflect such forms and materials, particularly within the Town Center Character Area. **Staff Comment: With the cabin's conversion to a private special event venue, the views from the facility would provide guests with not only great views of the Eagle area but would further Town branding as a community that focuses on the outdoor lifestyle.**

Community Design Policy 1.3.D. Promote community events and festivals, including but not limited to Flight Days, Christmas on Broadway, 12th Night, 4th of July fireworks, Show Downtown Concerts, recreation district activities and the Eagle County Fair and Rodeo. **Staff Comment: While not necessarily providing events such as those mentioned, this approval would add another event facility to the town – in a location that is presently rural.**

Economic Development Policy 1.1.I. Attract viable businesses and trades specifically for Eagle and/or potential local niche markets. **Staff Comment: Presently, facilities such as wedding venues are considered niche in the Town.**

Economic Development Policy 1.2.A. Support opportunities to expand the number and diversity of businesses in Eagle. **Staff Comment: The approval would result in a new business in Eagle.**

COMMUNITY INPUT:

Staff received letters of public comment up until April 22, 2021 to include in the packet. A summary of the comments received is included with the packet, and all letters are attached with the summary. A list of questions from Soleil homeowners along with applicant and staff responses is also included as part of the public record. Letters received after April 21st will be gathered and entered into the record at the hearing.

BUDGET / STAFF IMPACT:

No impact to the budget.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

2020 Town of Eagle Strategic Plan:

8.) Major Objective: Diversify the Attainable Housing Stock

a. The Town creates opportunities for a diversified, attainable housing stock for a variety of rental and purchase options.

Staff Comment – School Swap: 112 multi-family for-sale units will support housing diversity in Eagle.

4.) Major Objective: Attract Visitors

- b. *The Town is capitalizing on the unique heritage and outdoor amenities to attract visitors to Eagle. Proximity to I-70 and regional airports along with special events will encourage a wide and diverse range of tourists, bringing an investment which will improve the economy and quality of life for everyone.*

Staff Comment – Cabin: This request aligns with the major objective to attract visitors. The private events venue will bring clients into Eagle, these clients may use local Eagle events companies, hotels, and other local services in addition to the events space.

RECOMMENDED ACTION OR PROPOSED MOTION:

SCHOOL SWAP - RECOMMENDED ACTION AND PROPOSED MOTION:

The Planning & Zoning Commission recommends DENIAL of Ordinance No. 06, Series 2021, “An Ordinance of the Town Council of the Town of Eagle, Colorado Approving a Planned Unit Development Amendment for the Haymeadow Development to Swap the School Land Portion of Tract E with Multi-Family Development and to Allocate a Different Parcel for a Future School Site in Neighborhood C”, based on Conditions 1-6 of [Section 4.11.050](#) of the Municipal Code based on the following finding of fact.

Suggested Motion:

I move to DENY Ordinance No. 06, Series 2021, “An Ordinance of the Town Council of the Town of Eagle, Colorado Approving a Planned Unit Development Amendment for the Haymeadow Development to Swap the School Land Portion of Tract E with Multi-Family Development and to Allocate a Different Parcel for a Future School Site in Neighborhood C”, with the following finding of fact:

Finding of Fact:

That the application is not in conformance with Sections Condition #2 of [Section 4.11.050](#).

Conditions of Approval as listed in Ordinance No. 06, Series 2021:

Should Council vote in favor of the proposed school swap, staff is recommending the following conditions of approval:

- a. With the application for a Development Permit related to this Application, the Applicant shall comply with [Section 4.04.110](#) of the Code regarding local employee housing.
- b. With the application for the subdivision of Tract J, the Applicant shall provide the Town with an updated traffic study with an analysis of vehicle and bus trip counts at the intersection of Ouzel and Brush Creek Road that would occur as a result of moving the school closer to this intersection.
- c. With the application for a Development Permit related to this Application, the Applicant shall submit a Joint Excavation Plan in compliance with [Chapter 13.18](#) of the Code.
- d. With the application for a Development Permit related to this Application, the applicant shall submit documentation detailing potable water and non-potable water changes in use, quantity, pressure, and assumptions of the model (DCW changes) expected from the proposed use changes, especially as they relate to irrigation.

- e. At the time that the Ouzel Lane Trail connection as outlined in the approved trails plan is constructed, the Applicant shall construct pedestrian crossing improvements on Brush Creek Road.
- f. At the time of construction of the Ouzel Lane/Sylvan Lake Road roundabout, the Applicant shall construct pedestrian crossing improvements at the roundabout with activated flashing lights.
- g. The Applicant shall provide a 300' building setback from the Soleil boundary and shall landscape the setback in a manner approved by the Town in advance.
- h. Within one year of the effective date of this ordinance, the Applicant shall submit an application for subdivision of Tract E, the new school parcel, the cabin parcel, and the new open space parcel, and the application shall include the following: updated water modelling for water pressures to new Neighborhood A of the Haymeadow development; a plan for completion of Sylvan Lake Road/Brush Creek Road re-alignment and roundabout; and an agreement detailing infrastructure to the new school site in Neighborhood C.

CABIN SITE - RECOMMENDED ACTION AND PROPOSED MOTION:

The Planning & Zoning Commission recommends APPROVAL of Ordinance No. 07, Series 2021, "An Ordinance of the Town Council of the Town of Eagle, Colorado Approving a Planned Unit Development Amendment for the Haymeadow Development to Renovate an Existing Cabin Currently Located in Open Space to the East of Neighborhood D as an Event Space and to Swap this Open Space Parcel with Land Equal in Size and Desirability", based on Conditions 1-6 of [Section 4.11.050](#) of the Municipal Code based on the following finding of fact.

Suggested Motion:

I move to APPROVE Ordinance No. 07, Series 2021, "An Ordinance of the Town Council of the Town of Eagle, Colorado Approving a Planned Unit Development Amendment for the Haymeadow Development to Renovate an Existing Cabin Currently Located in Open Space to the East of Neighborhood D as an Event Space and to Swap this Open Space Parcel with Land Equal in Size and Desirability", with the following finding of fact:

Finding of Fact:

That the application complies with [Sections 4.07](#) and [4.11](#) of the Eagle Municipal Code (the "Code") and the 2010 Eagle Area Comprehensive Plan.

Conditions of Approval as listed in Ordinance No. 07, Series 2021:

- a. When water and wastewater lines are within 400' of the property on which the cabins are located, on-site water and wastewater shall be required to connect to such lines within 2 years.
- b. Prior to submitting an application for any building permits for the cabins, the Applicant shall work with the Town to create a plan for addressing any potential disputes or conflicts between events held at the cabin and trail users and to determine appropriate access easements, signage and other requirements for the Haymaker Trail re-route, recognizing that the trail shall not be closed to avoid such conflicts.

- c. The Applicant shall work with the Town to extinguish the temporary trail extension agreement for the Extra Credit trail and provide the appropriate new permanent trail easement.
- d. On-site parking shall be limited to 20 spaces, and shuttles shall be required for special events that generate more than 20 vehicles. Prior to submitting an application for any building permits for the cabins, the Applicant shall provide staff with a site plan for the cabin showing the parking and designating the 20 parking spaces.
- e. Outdoor events at the cabin shall be seasonal and only permitted from May 15th until December 1st or aligned with Colorado Division of Parks and Wildlife recommended seasonal trail closures, whichever is more restrictive.
- f. Prior to submitting an application for any building permits for the cabins, the Applicant shall work with County and Town staff to determine necessary improvements for the left-turn lane on Brush Creek Road to the cabin access road, and any such improvements shall be complete prior to the commencement of any special events at the cabin site.

ATTACHMENTS:

- Project Narrative including Site Plans, Conceptual Plans and Development Impact Report
- Redlined PUD Guide
- McDowell Engineering Traffic Memo dated October 16, 2020
- McDowell Engineering Traffic Memo dated March 26, 2021
- Haymeadow Response to Town of Eagle received March 26, 2021
- Updated Public Comment Summary Report dated April 22, 2021
- Questions from Soleil Homeowners with Staff and Applicant Responses dated March 30, 2021
- PZ Minutes excerpt from March 2, 2021
- PZ Minutes excerpt from April 6, 2021
- Applicant Response to Condition(Standard) #2 and the Planning & Zoning Commission Public Hearing
- Ordinance No. 06, Series 2021, "An Ordinance of the Town Council of the Town of Eagle, Colorado Approving a Planned Unit Development Amendment for the Haymeadow Development to Swap the School Land Portion of Tract E with Multi-Family Development and to Allocate a Different Parcel for a Future School Site in Neighborhood C."
- Ordinance No. 07, Series 2021, "An Ordinance of the Town Council of the Town of Eagle, Colorado Approving a Planned Unit Development Amendment for the Haymeadow Development to Renovate an Existing Cabin Currently Located in Open Space to the East of Neighborhood D as an Event Space and to Swap this Open Space Parcel with Land Equal in Size and Desirability."



PUD Amendment

2020

Haymeadow PUD Amendment 2020

October 27, 2020
Revised February, 19 2021

Prepared for:

ABRIKA Properties, LLC
8250 Southwest 27th Avenue
Ocala FL 34476

Prepared by:

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Edwards CO 81632



Haymeadow Project Team

Property Owner:

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Appendix:

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Appendix B	McDowell Engineering, LLC Traffic Memorandum



Introduction

In planning development of vertical construction in Neighborhood A1 the Haymeadow Team revisited the Eagle Area Community Plan (“EACP”) and again relied upon it to guide our vision. We were reminded of the town’s desire to cluster density nearer the town core and to maintain the “country lane feel” of Brush Creek Road.

Other documents that we reviewed in our preparation were recently commissioned housing and economic reports specific to Eagle County . These studies illustrate the acute need and demand for quality workforce housing for locals who already live here, but struggle to find housing in a market desperately short of units.

Conversations with Eagle County School District confirmed no immediate need for an additional school in Phase 1 of Haymeadow.

As we considered these things we came up with a plan that would require amending the Haymeadow PUD, a plan that would result in the addition of much needed attainable housing units delivered with the already planned first phase homes at Haymeadow. We could do this while offering Eagle County School District a larger parcel of land in an outlying neighborhood allowing the demand to activate the school site to happen more naturally than it would as part of Neighborhood A1.

The idea also better conformed with the EACP in terms of increasing density nearer town and decreasing it in the outlying neighborhoods and further up Brush Creek Road. As the plan took shape more benefits to this proposed land swap became evident.

Our planning also reinvigorated early conversations surrounding the future of the original ranch manager’s cabin/headquarters. As part of our proposal we include a plan to redesign and activate the cabin area to the benefit of the community and as an economic engine for Eagle’s businesses.

1.0 Description of proposed project.

The Haymeadow PUD was approved by Town of Eagle Ordinance No. 11, Series of 2014 after several years of PUD Concept Zoning Plan and PUD Zoning Plan review.

The development plan for Haymeadow evolved out of a careful analysis of many factors, including the [2010 Eagle Area Community Plan](#), existing growth and land use patterns, anticipated long term residential housing needs, existing and desired recreational amenities, existing and planned traffic circulation patterns and the landforms and environmental sensitivities of the property.

The primary element of the design influence was clearly the Eagle Area Community Plan. Alignment to the revised EACP was and remains very important to the development team. In fact, the project’s initial application was tabled until the new EACP could be formed and adopted by the Town of Eagle. The result is a PUD that closely aligns with the applicable goals of the 2010 EACP. Specifically the chapters on *Vision, Land Use* and the *Conservation Oriented Development* section of [Chapter 4](#) all gave very specific direction to the Haymeadow design. The concepts of livability, sense of community, stewardship of the natural environment and compact walkable neighborhoods are also all reflected in the approved plan.



The approved plan consists of five distinct neighborhoods, community parks, a fire station, a K-8 sized public school site and expansive open space tracts. The plan features extensive setbacks from Brush Creek Road and a diminishing level of density as the property transitions up Brush Creek Road. The neighborhoods are situated around a framework of open space corridors, parks and trails that create an organized layout of neighborhoods and public spaces.

The Haymeadow PUD is approved for 837 dwelling units on 660 acres. This includes 344 multi-family units and 493 single family/duplex units. Multi-family units are distributed throughout Neighborhoods A1, A2, B and C. Multi-family housing opportunities have always been envisioned as a variety of home sizes that will range from entry level condominiums to larger family oriented townhomes and flats. Approximately 335 acres of the total area of 660 acres has been designated as open space.

The approved Development Plan outlines the general location of the proposed primary access roads, neighborhoods, school, fire station and parks and open space areas. (See Figure 1, Approved Development Plan)

The purpose of this application is to propose two distinct amendments to the approved Haymeadow PUD. The first amendment is a proposal to change the configuration of the approved PUD Development Plan by shifting the location of the proposed school site and some of the multi-family residential units. The second proposed amendment is to improve and utilize the existing cabin at the east end of Haymeadow as a community and special event space. The following sections of this application narrative will describe these two proposals in detail.

1.1 School site amendment

Specifically, the proposed amendment to the PUD for the school site will shift the approved Eagle County School District ("ECSD") school site from the current Tract E location to a site in Neighborhood C. (See Figure 2, School Site/Neighborhood C locations) The approved multi-family unit density in Neighborhoods B & C (112 units total) will be shifted onto the currently approved school site on Tract E. The proposed amendment is essentially a swap in the location of the school and the Neighborhood B/C multi-family density.

- A 14.22 acre portion of Tract E that was intended for a school will be re-classified within the PUD Development Plan and PUD Guide as a part of Neighborhood A and the density of Neighborhood A will be increased by 112 units.
- An 18.3 acre portion of Neighborhood C will be re-classified as school use and the multi-family density of Neighborhoods B and C will be correspondingly reduced by 112 units. That action will remove all multi-family density from Neighborhoods B & C.
- The public park portion of Tract E that has been dedicated to the Town of Eagle will remain at 18.513 acres.
- 24% of the multi-family units will be designated as deed restricted LERP units, providing much needed affordable housing.





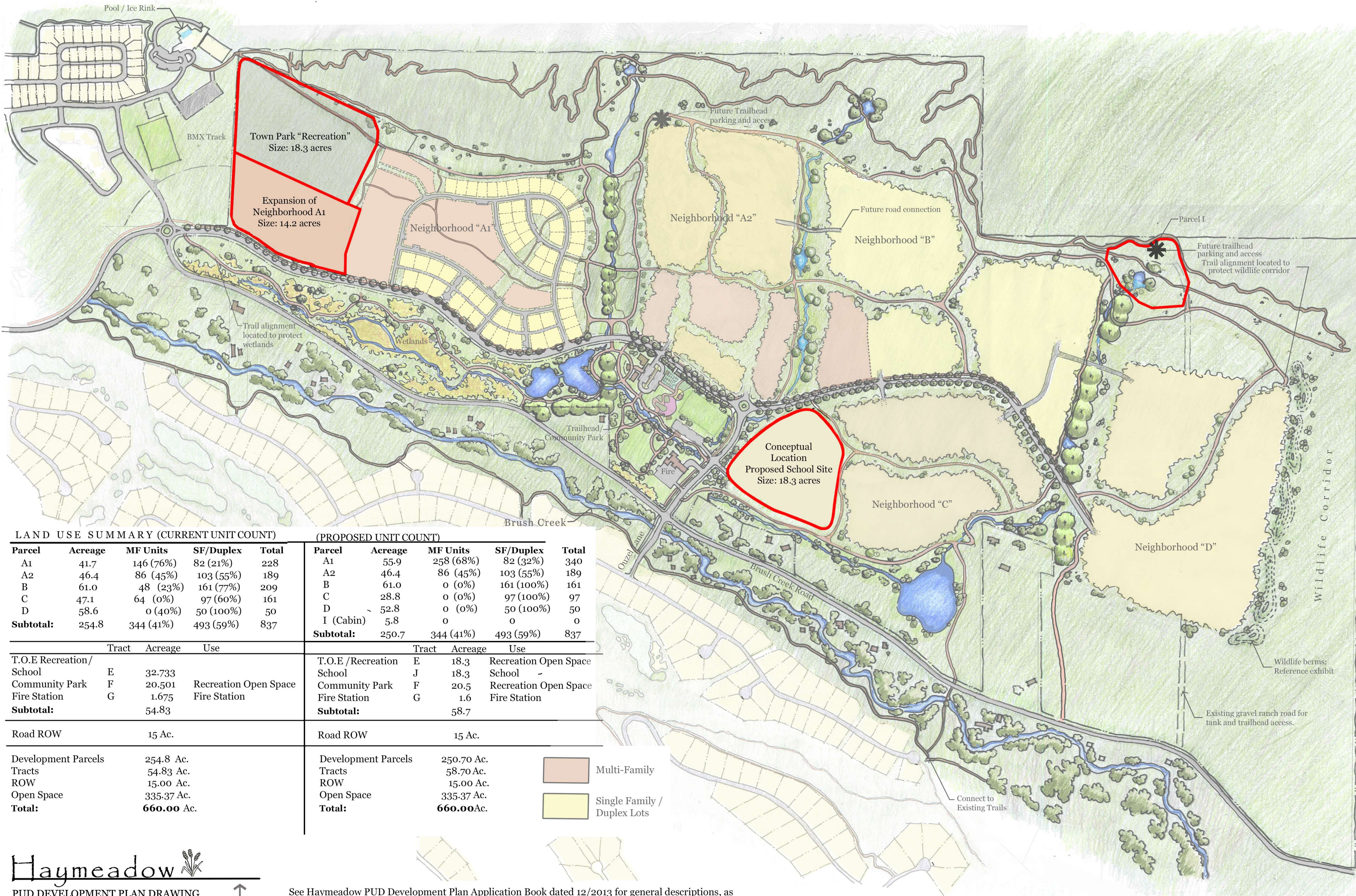
LAND USE SUMMARY				
Parcel	Acreage	MF Units	SF/Duplex	Total
A1	41.7	146 (64%)	82 (36%)	228
A2	46.4	86 (45%)	103 (55%)	189
B	61.0	48 (23%)	161 (77%)	209
C	47.1	64 (40%)	97 (60%)	161
D	58.6	0 (0%)	50 (100%)	50
Subtotal:	254.8	344 (41%)	493 (59%)	837

	Tract	Acreage	Use
T.O.E Recreation/ School	E	32.733	
Community Park	F	20.501	Recreation Open Space
Fire Station	G	1.675	Fire Station
Subtotal:		54.83	

Road ROW	15 Ac.
Development Parcels	254.8 Ac.
Tracts	54.83 Ac.
ROW	15.00 Ac.
Open Space	335.37 Ac.
Total:	660.00 Ac.

Multi-Family

Single Family / Duplex Lots



LAND USE SUMMARY (CURRENT UNIT COUNT)

Parcel	Acreage	MF Units	SF/Duplex	Total
A1	41.7	146 (76%)	82 (21%)	228
A2	46.4	86 (45%)	103 (55%)	189
B	61.0	48 (23%)	161 (77%)	209
C	47.1	64 (0%)	97 (60%)	161
D	58.6	0 (40%)	50 (100%)	50
Subtotal:	254.8	344 (41%)	493 (59%)	837

(PROPOSED UNIT COUNT)

Parcel	Acreage	MF Units	SF/Duplex	Total
A1	55.9	258 (68%)	82 (32%)	340
A2	46.4	86 (45%)	103 (55%)	189
B	61.0	0 (0%)	161 (100%)	161
C	28.8	0 (0%)	97 (100%)	97
D	52.8	0 (0%)	50 (100%)	50
I (Cabin)	5.8	0	0	0
Subtotal:	250.7	344 (41%)	493 (59%)	837

	Tract	Acreage	Use
T.O.E Recreation/ School	E	32.733	
Community Park	F	20.501	Recreation Open Space
Fire Station	G	1.675	Fire Station
Subtotal:		54.83	

	Tract	Acreage	Use
T.O.E /Recreation	E	18.3	Recreation Open Space
School	J	18.3	School
Community Park	F	20.5	Recreation Open Space
Fire Station	G	1.6	Fire Station
Subtotal:		58.7	

Road ROW	15 Ac.
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Road ROW	15 Ac.
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Development Parcels	254.8 Ac.
Tracts	54.83 Ac.
ROW	15.00 Ac.
Open Space	335.37 Ac.
Total:	660.00 Ac.

Development Parcels	250.70 Ac.
Tracts	58.70 Ac.
ROW	15.00 Ac.
Open Space	335.37 Ac.
Total:	660.00Ac.

- Multi-Family
- Single Family / Duplex Lots

The shift of the multi-family density from Neighborhoods B and C into Neighborhood A1 allows Haymeadow to integrate more multi-family homes into the recently installed Phase 1 infrastructure.

This will allow Haymeadow to better respond to the current housing demand for entry level and attainably priced units earlier in the project and to place those units closer to the community core, a principle highlighted in the EACP. The current level of extreme housing demand for entry level and attainable units was not foreseen in the planning stages that took place prior to the 2014 approval. The applicant believes that the ability to accelerate the pace of multi-family development and use economies of scale to design and build a more attainable housing product targeted to the “missing middle” is a significant public benefit provided by the proposed PUD Amendment. The amendment of 14.2 acres of Tract E to residential and of 18.3 acres of Neighborhood C to school site represents an additional increase in the overall Haymeadow public school land dedication of 4.08 acres. The proposed school location is more centrally located within Haymeadow and may be a better, more proximate geographic location to serve portions of Eagle Ranch. The amendment would also leave scarce water resources in the river by eliminating the need to continue intensive irrigation of the 14 acre school site for the many years that it will sit vacant.

There is no increase in density from the overall approved PUD. The overall approval will remain at 837 dwelling units with the same ratio of 344 multi-family units and 493 single family/duplex units. The change in school site/multi-family residential location creates no change to the amount of park or open space land areas except for the 2.6 acre increase in open space created by the Soleil building setback limit described below in Section 1.1.2.

Neighborhood	2014 Approved Density	Proposed Density
A1	228	340 (+112)
A2	189	189
B	209	161 (-48)
C	161	97(-64)
D	50	50
TOTAL density	837	837

Assuming approval of these applications, a final plat application process will follow. This final plat will create the division of Tract E, create the new school site in Neighborhood C and create a new parcel around the cabin.

Upon approval of the PUD Amendment and final plat:

1. The Town of Eagle will convey the original school site portion of Tract E to the ECSD.
2. ECSD will then convey the Tract E site to Haymeadow



3. Haymeadow will convey the new Neighborhood C school site to the ECSD.

The development of the multi-family units would then be contingent upon a Major Development Permit approval and concurrent approval of architectural and landscape design guidelines.

1.1.2 Tract E/Neighborhood A detailed description

The Town of Eagle land use regulations include a requirement that all developments dedicate land or make a cash-in-lieu payment to mitigate impacts of said development upon the school system. The land dedication and/or cash-in-lieu fee is calculated in accordance with a formula within the land use regulations that determines student generation based upon the number and type of residential units and converts that figure into an acreage demand.

The Town of Eagle formal dedication requirement based on the approved density within the Haymeadow PUD is 8.0665 acres of land. Early discussions with school district personnel and town staff identified Haymeadow as a desirable location for a school site so the project planning always included an actual land dedication as opposed to the fee-in-lieu payment option. Those discussions also identified the potential desire/need for a K-8 facility. The early planning discussions identified that while the 8.066 acre dedication requirement would accommodate an elementary school the general rule of thumb for a K-8 school was 15 acres. Therefore, in the original PUD Zoning and Sketch Plan application to the Town in 2011, the Haymeadow plan proposed a 15 acre school site. This land dedication was offered above and beyond the 8.066 acre requirement.

Through the subsequent Town of Eagle review and approval process the dividing line between the proposed 15 acre school site and the adjacent proposed 15 acre town park site was eliminated and the site was slightly enlarged. Haymeadow committed to and has now made a dedication of 32.7 acres to the Town of Eagle, known as Tract E, as a combined school and park land dedication. The thought at the time was that the Town of Eagle, Mountain Recreation and the Eagle County School District ("ECSD") would collaborate on an overall site plan and then the town would dedicate the appropriate land to ECSD.

Since the 2014 approval ECSD has continued to monitor growth rates and demographic trends. ECSD now projects that the demand for a new K-8 school in Eagle may be several years away. The school/park site (Tract E) is located at the entrance to Haymeadow and is within the first phase of road and utility infrastructure that is currently development ready. There is an opportunity to utilize this infrastructure improved school site for multi-family housing by relocating the school site to a future phase of Haymeadow. In short, we can meet local housing demands sooner without impacting ECSD's near term needs for an additional school in Eagle and better serve the guiding principles of the EACP by clustering higher density housing types nearer to the town core.

Mountain Recreation and the Town of Eagle recently completed a conceptual planning effort to identify potential future development of the town park portion of Tract E. While these plans are very conceptual and are likely to be refined over time this effort has allowed Haymeadow a better understanding of the proposed park layout needs. Haymeadow has proposed a potential property line between the park site and the school site. This dividing line would leave an 18 acre park site to be retained and owned by the town and create a 14.2 acre site to be dedicated to ECSD. Haymeadow



would then swap the 14.2 acre portion of Tract E for an 18.3 acre site in Neighborhood C at the corner of Sylvan Lake Road and Ouzel Lane. The SWAP results in an additional 4.1 acres of dedicated land to ECSD.

Recognizing that this is a change in use that could be viewed as potentially impactful to the adjacent Soleil neighborhood Haymeadow is willing to commit to a 300 foot vertical building setback from the Soleil boundary and to landscape within that setback area in a manner that will create a strong buffer area between the two residential uses. This commitment has been written into the amended PUD Guide and will become a formal part of the Haymeadow requirements and regulations. This setback creates an additional effective net increase of open space by 2.6 acres.

The approved PUD Development Plan would be amended by this application to enlarge the existing Neighborhood A1 area to include the 14.2 acres of Tract E and designate that area for multi-family construction. The existing multi-family density of 112 units that is currently approved for Neighborhoods B & C would be transferred to Neighborhood A1. Neighborhood A1 is the closest neighborhood to the community core and at 41.7 acres is currently approved for 146 multi-family units and 82 single family/duplex units. In accordance with the objectives of the Eagle Area Community plan Neighborhood A1 is the highest density neighborhood at 5.4 units per acre. The addition of 14.2 acres and 112 units would shift Neighborhood A1 slightly higher to a density of 6 units per acre.

All multi-family development within Haymeadow, as similar to Eagle Ranch, must receive a formal approval through the Major Development Permit public hearing process prior to the commencement of any building. This Major Development Permit process will identify and review specific site planning details such as access points, road layout, unit number and specific architectural and landscape design. The original Haymeadow approval also requires a Major Development Permit review process for Town of Eagle review and approval of a set of internal Design Review Guidelines. It is anticipated that these Major Development Permits would follow the final plat process.

1.1.3 Neighborhood C Detailed Description

Neighborhood C is located at the intersection Sylvan Lake Road and Ouzel Lane and is just across Ouzel Lane from the 20 acre Trailhead Park and the proposed fire station. Neighborhood C consists of 47.1 acres and is approved for 64 multi-family units and 97 single family/duplex units for a total of 161 homes. This application proposes transferring the 64 multi-family units approved for Neighborhood C and the 48 multi-family units approved in Neighborhood B to Neighborhood A1.

Eighteen acres of Neighborhood C would be designated as a school site and conveyed to ECSD. This land dedication remains well in excess of the 8.066 acre requirement and enhances the ability of ECSD to plan for a future K-8 school. The school site would be located at the intersection of Sylvan Lake Road and Ouzel Lane and would allow for several points of access and very efficient internal circulation. The school location at the intersection of Ouzel and Sylvan Lake Road and the expanded acreage would allow for buses and other school traffic to circulate into, through and to exit back to Ouzel and Sylvan Lake Road with all right-hand turn movements. This greatly enhances traffic flow and eliminates some of the issues experienced at other Town of Eagle school locations, including the existing Haymeadow Tract E school site.



The existing approved trails plan includes a 10-foot-wide paved pedestrian path from Sylvan Lake Road along Ouzel Lane to the Brush Creek Road intersection. This trail connects to the exiting trail on Ouzel Lane in Eagle Ranch for full pedestrian connectivity from Eagle Ranch to the new school site. The applicant would commit to including pedestrian crossing improvements to Brush Creek Road at the time of Ouzel Lane construction. These improvements would include delineated crosswalks and a pedestrian activated flashing light system similar to the roundabout flashing light systems. The Ouzel Lane/Sylvan Lake Road roundabout will also include pedestrian activated flashing lights.

The extensive trails system as designed and approved in the Haymeadow Trails Plan will provide multiple paved and soft surface bicycle and pedestrian connection routes throughout Haymeadow and will connect the school site to all neighborhoods and neighborhood sidewalks and amenities, including the pool and ice rink complex.

The residential portion of Neighborhood C would be reduced in size accordingly and would become 28.8 acres in size. The approved density of 97 single family/duplex units would remain in place for a slightly reduced overall density of 3.3 units an acre.

Neighborhood B would remain at 61.0 acres and the density would be reduced by the approved 48 multi-family units that would be transferred to Neighborhood A1. The approved 161 single family/duplex units would be retained in Neighborhood B. The overall density of Neighborhood B would be reduced from 3.4 units per acre to 2.6 units per acre. (See Figure 3, Proposed Swap Parcels)

1.2 Cabin Special Events Venue

The second proposed amendment to the approved PUD is to improve the existing cabin located at the eastern end of the Haymeadow site and to utilize the cabin as a special events venue. We believe the proposed use is consistent with the existing PUD Guide as the area is already approved for use for special events; however, prior to making a substantial investment in the improvements we would like to clarify what was meant in the PUD Guide by “special events.”

The concept is to create a very high quality, luxury events venue capable of serving gatherings ranging from small groups of as few as 20 people up to 170 person weddings, reunions, or other larger events.

The Haymeadow property was originally a part of the extensive holdings of the Adam’s Rib Ranch. Prior to the sale of the property in 2005 the cabin was used by Adam’s Rib Ranch as housing for the ranch foreman. As a part of the purchase agreement Adam’s Rib Ranch continued to use the cabin for ranch housing for the next two years. The cabin has been vacant since 2007 but has been well maintained. The building is a log cabin structure of approximately 1,500 square feet on the main floor with two bedrooms and one bathroom. The second floor consists of a 500 square foot bedroom with one bathroom.

The cabin is located in an upland area just above the irrigated hay fields, surrounded by lands that will eventually be dedicated to the Town of Eagle as open space upon the development of Neighborhood D. In the meantime, the cabin area and the future Neighborhood D remain under



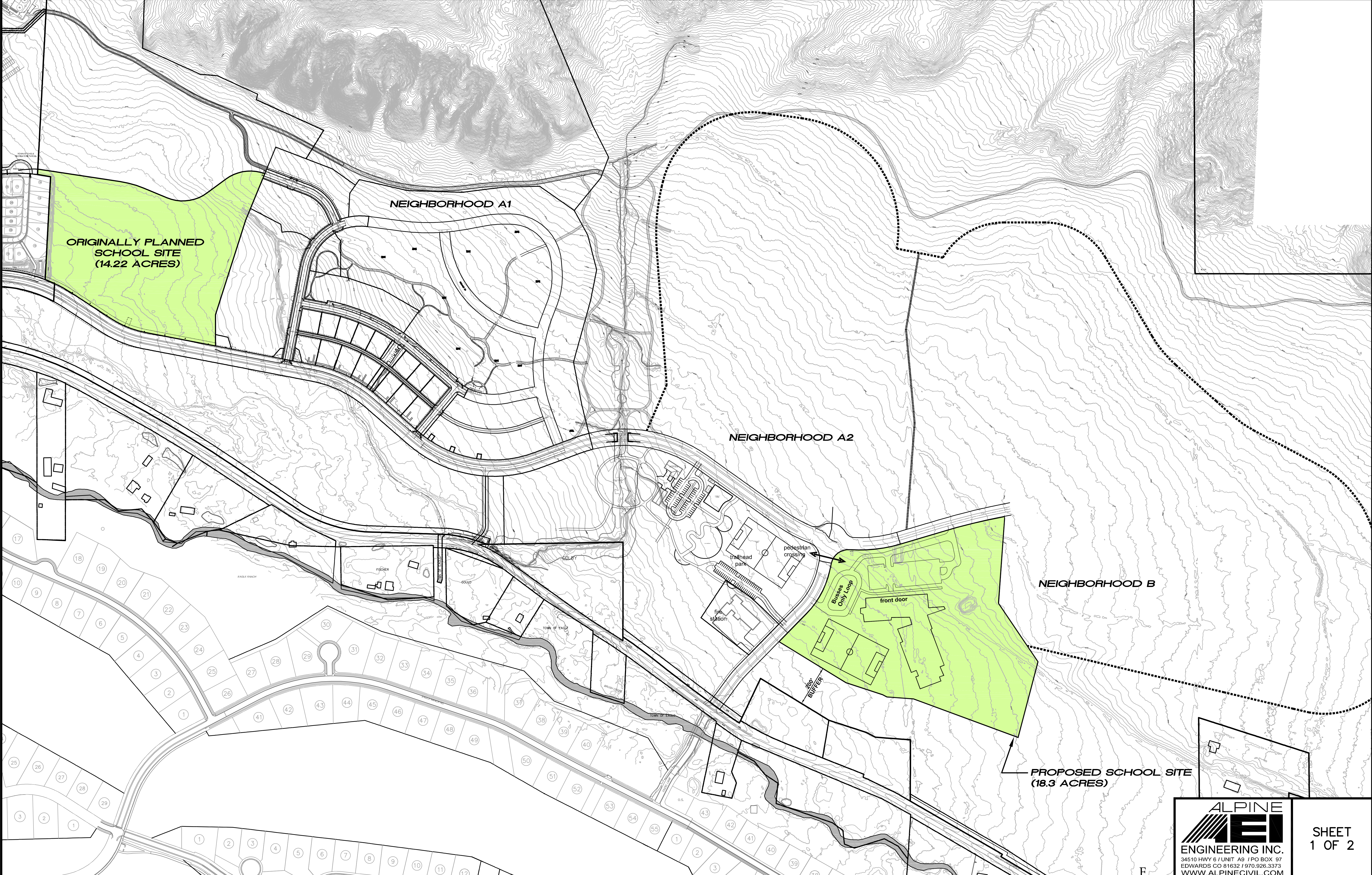


Figure 3 Proposed Swap Parcels

ABRIKA ownership. The existing Haymaker Trail wraps around both sides of the cabin. Subsequent to initial application meetings with Town of Eagle staff the applicant and staff have determined that the ownership of the cabin should stay with ABRIKA. As such a 5.8 acre parcel that contains the cabin and all of the associated improvements has been identified and delineated on the proposed revised PUD Development Plan. In order to maintain an equal amount of open space in the PUD the Neighborhood D development area has been decreased by the same 5.8 acre area. This 1 to 1 exchange of development area in Neighborhood D for the cabin parcel ensures that the overall amount of town owned open space in Haymeadow remains the same as currently approved.

The decrease in area of Neighborhood D has been taken out of the north boundary of the development area.

The cabin has historically functioned on an existing well and septic system. Electric service is provided via an overhead line from Brush Creek Road. Access to the cabin is from a driveway off of Brush Creek Road.

The septic system will be evaluated and upgraded to current On-site Wastewater Treatment System (OWTS) standards. The septic system would be utilized for the in-cabin facilities only. This will consist of two simple bathrooms and a residential scale kitchen.

The existing well is capable of serving the domestic needs for the cabin. The proposed landscape improvements are less than one acre in area and will be irrigated from the nearby ditch.

A water storage tank and pump system for fire department use will be designed and installed as a part of the cabin and site upgrades. This system will be typical to the way fire protection is designed and built into homes served by well water. The applicant anticipates that the fire protection system will be designed to meet the standards of NFPA 1142 Water Supplies for Suburban and Rural firefighting. The concept is to utilize buried HPDE cisterns that are set above the cabin in elevation and equipped with a dry hydrant. Based on current NFPA criteria the minimum cistern size will be not less than 3000 gallons.

The existing power line will be undergrounded from a point out in the field to be determined in consultation with Holy Cross Energy. Any upgrades to the power capacity required to serve the facility will be made as necessary. If special events have a power demand requirement greater than the electrical capacity of the site then a portable generator will be utilized.

The interior of the cabin would be remodeled to serve as an event headquarters. The floor plan will stay essentially the same, and will remain as an approximately 1,800 square foot three bedroom two bathroom cabin. The existing decks would be rebuilt and expanded to accommodate larger outdoor dining and group gathering capacities. Other than cosmetic upgrades, there are no proposed changes or additions to the exterior of the cabin or the existing cabin footprint. The building remodel design and permitting will address the condition of the well and septic system, the roof and floor loading, electrical and heating upgrades and will include a security system. All aspects of the cabin will be brought up to current code requirements.

At the time that municipal water and wastewater infrastructure is extended into Neighborhood D the cabin will be connected to that infrastructure and the well and OTWS system will be properly abandoned.

A significant landscape improvement project would include small gathering areas, an event lawn and a large tent lawn area. The tent lawn would accommodate an event tent and catering tent area capable of serving up to 150-170 people. A service area and a specifically designed location for temporary/portable sanitation facilities will be incorporated into the site improvements. All special events of a capacity that utilize any of the outdoor decks or spaces will utilize the portable porta-potty locations. Each event will be evaluated for capacity needs and the appropriate number of porta-potty's will be brought in and out to serve the event. This will include ADA accessible units as required to meet current codes.

The driveway will be improved and will terminate in a cul-de-sac designed to meet ADA access requirements and fire truck turning radius standards.

A small parking area will be created below the cabin, within walking distance, for small events and service vehicles. The applicant anticipates that a shuttle service will be required and provided for larger events and that all parking for larger events will take place off-site. This is consistent with other destination venue practices, such as occurs locally at Piney Lake, Eaton Ranch and other local event venues. Shuttle pick-up will be at the attendees residence or hotel, or within a privately arranged parking lot. No shuttle pick up will be allowed from Town of Eagle or other public parking lots or from on-street public parking.

The existing Haymaker Trail loops around the cabin on both the uphill and downhill side of the cabin. This application proposes to relocate the lower portion of the loop to the lower side of the existing irrigation ditch to provide greater separation from the cabin and a better trail user experience. Haymeadow will be responsible for all design and construction costs for the re-route and will provide a new access easement for the trail to the town. Haymeadow will work with the town open space department on both the trail design and on appropriate signage to ensure user safety at the driveway trail crossing. Haymeadow believes that the proposed special events use and the trail use are compatible. There will be no limitations placed on trail use due to this application. The final plat that creates the cabin parcel will include appropriate easements for the Haymaker Trail.

The applicant anticipates that larger outdoor events such as weddings would occur approximately twenty times per year from April 15 through November. Smaller events using the cabin and deck space will also be scheduled through this time frame. The cabin may be used for small meetings, dinners and party events as well as serving as support space for the larger events. For example, the cabin may be used as dressing room/staging area for a bridal party during wedding events. The cabin may be used for selective overnight use by members of a wedding party or other special event users. The PUD Guide limits this usage to no more than two consecutive nights by the same user.

All events will be supported by the use of temporary sanitation facilities and catering services. The cabin kitchen and bathrooms are not intended to serve special events needs.

No events utilizing outdoor space shall be allowed between the dates of December 1 and April 15. Small scale events utilizing only the interior of the cabin would be allowed and scheduled throughout the year.

The venue will be made available to local non-profit groups at a discounted or donated rate for local fundraising events. Businesses local to the Town of Eagle would be highlighted as our preferred vendors on an approved list for catering, florals, décor, photography, transportation, entertainment, etc. and rate discounts will be provided when local vendors are selected. We anticipate the cabin event venue creating a multi-million-dollar economic opportunity for local businesses. (See Figure 4, Cabin Location & Figure 5, Cabin Conceptual Site Plan.



LAND USE SUMMARY				
Parcel	Acreage	MF Units	SF/Duplex	Total
A1	41.7	146 (64%)	82 (36%)	228
A2	46.4	86 (45%)	103 (55%)	189
B	61.0	48 (23%)	161 (77%)	209
C	47.1	64 (40%)	97 (60%)	161
D	58.6	0 (0%)	50 (100%)	50
Subtotal:	254.8	344 (41%)	493 (59%)	837

	Tract	Acreage	Use
T.O.E Recreation/ School	E	32.733	
Community Park	F	20.501	Recreation Open Space
Fire Station	G	1.675	Fire Station
Subtotal:		54.83	

Road ROW	15 Ac.
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Development Parcels	254.8 Ac.
Tracts	54.83 Ac.
ROW	15.00 Ac.
Open Space	335.37 Ac.
Total:	660.00 Ac.

- Multi-Family
- Single Family / Duplex Lots

Figure 4 Cabin Location



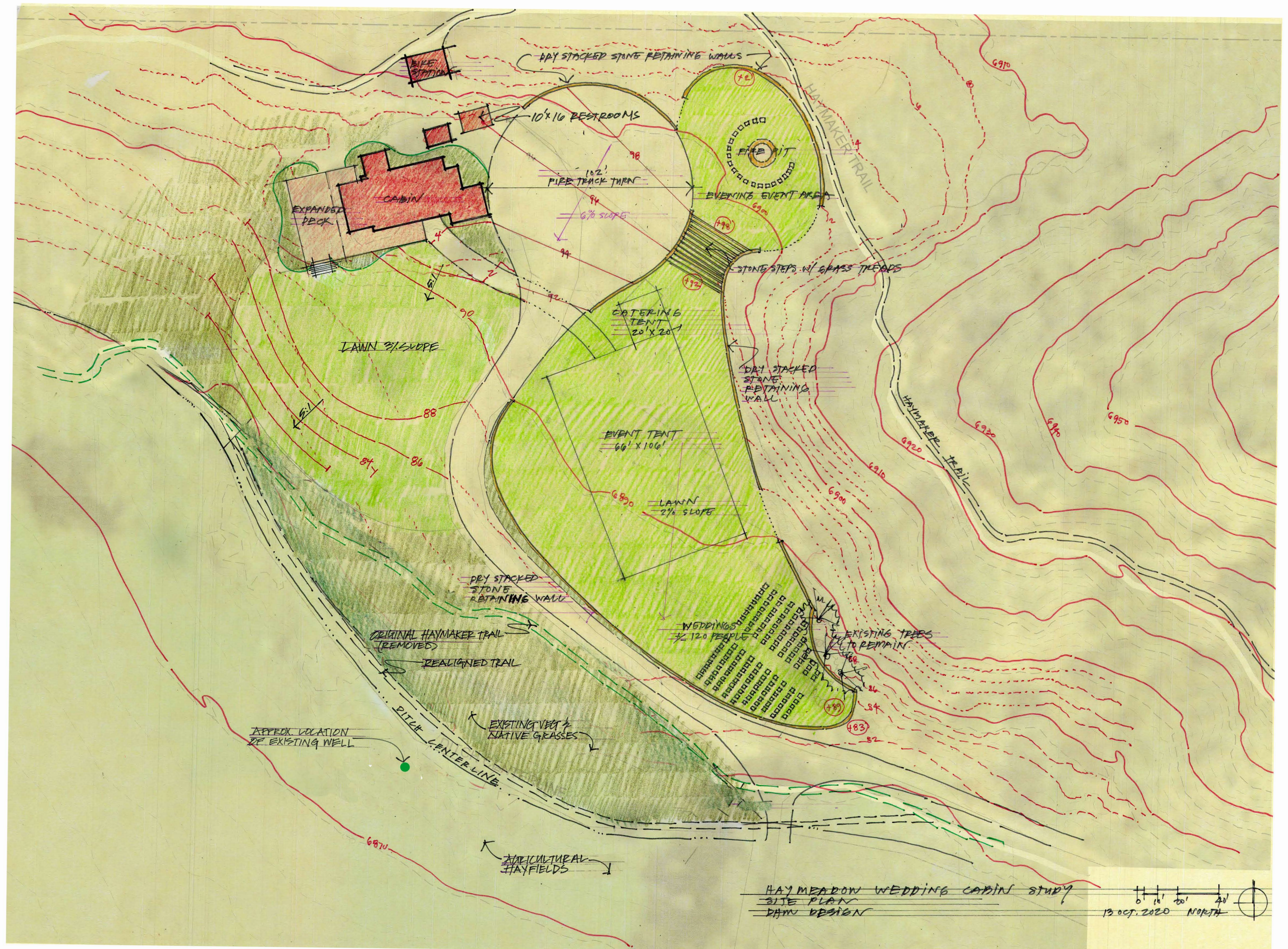


Figure 6 Conceptual Cabin Site Plan

2.0 Environmental Analysis

The approved Haymeadow PUD included a thorough environmental analysis of the property that was reviewed as a part of the Haymeadow Concept and Zoning PUD review processes. Environmentally sensitive portions of the property such as wildlife habitat, wetlands, geologically sensitive areas and drainageways were identified and protected by designating these areas as open space. The school and the multi-family locations were found to be areas suitable for development and are approved for such uses. The relocation of the school parcel into Neighborhood C and the shift of Neighborhood B & C multi-family density onto the Tract E school site should not create any new adverse environmental impacts.

Western Ecosystems, Inc. completed a wildlife analysis of the Haymeadow property for the approved PUD Concept plan and the PUD Zoning Plan applications.

The Western Ecosystems, Inc. assessment is based upon existing CDOW wildlife habitat mapping, Mr. Thompson's extensive field analysis of this site and adjacent private properties, which have been ongoing since 1994, and conversations with CDOW and Town of Eagle representatives.

The report includes an in depth analysis and description of each habitat type found on the site and provides a series of development recommendations designed to mitigate project impact upon wildlife values. The Haymeadow PUD Development Plan is in conformance with these recommendations.

Western Ecological Resource, Inc completed a thorough description of existing vegetation communities, an evaluation of the presence of federal threatened, endangered and candidate plants and provided an estimate of impacts to the various vegetation communities for the approved Haymeadow PUD Concept and Zoning Plans.

Of the 660 acres that comprise the Haymeadow property the development plan as designed impacts only 17.69 acres of native vegetation and will impact 509 acres of introduced non-native vegetation.

The Haymeadow open space corridors have been strategically designed to protect wetlands, riparian areas and large stands of Cottonwood and Willow trees.

The proposed amendment to the PUD does not add any additional impact to native vegetation areas or to wetlands. The proposed uses will occur in areas of introduced or disturbed vegetation.

The improvement and use of the existing cabin should have a minimal impact upon any environmental factors. The cabin is located immediately above Neighborhood D, which has been approved for residential development. The upland vegetation in the vicinity of the cabin has been previously disturbed by the cabin use and is largely composed of non-native weeds. The use of the cabin for large outdoor events will be limited to the months of May through October to limit any potential wildlife impacts and large special events were already contemplated and approved in the original PUD.

Access and Traffic

The proposed shift in location of the school and of the Neighborhood B and C multi-family density does not create any new density or uses and will not change the overall traffic volumes generated from the Haymeadow site. No change in the layout of the primary roads; Sylvan Lake Road and Ouzel Lane is proposed. The shift in the location of the residential and school uses does change the anticipated trip distribution and the traffic patterns. McDowell Engineering, LLC has completed an analysis of the proposal and presented an updated trip generation and distribution analysis. Most of the changes to trip distribution occur internal to Haymeadow.

The 14.2 acres of land that would be incorporated from Tract E into Neighborhood A1 has several potential points of access. There has always been an assumed direct access point from Sylvan Lake Road and access may also be extended from the Neighborhood A roads of Mt Hope Circle and Snowy Peak. Haymeadow does not anticipate or propose an extension of Field Street through the Soleil neighborhood into Haymeadow.

The cabin will continue to be accessed via the existing driveway from Brush Creek Road. This driveway will be improved and widened to a year-round gravel surface with pull-off lanes. The increase in traffic on Brush Creek Road will be minimal compared to the background traffic levels given the intent to have large events shuttled to the site. The intersection access improvements will likely require and include the addition of a turn lane to Brush Creek Road. The McDowell Engineering Traffic memorandum is attached as Appendix B

Water and Wastewater

As there is no increase or decrease in the intensity or density of the proposed plan there is no effect upon the water rights dedication requirements or the capacity of the water and wastewater plants and infrastructure.

The proposed residential parcel in Neighborhood A is lower in elevation than the recently installed Filing 1 water system and therefore will have higher static pressure than the majority of Filing 1 units. The highest finish floor elevation would be approximately 6711 feet. Assuming a three story building, the upper floors would be approximately 6738 feet in elevation. This corresponds to an approximate static pressure of 46.5 based on the Town of Eagle Mott MacDonald model summary memo dated March 8, 2019. Given this pressure level and the fact that the model contemplated a 600 student K-8 school at this location, there should be no issue with water pressure or water quantity. The water sewer and non-potable systems have been designed to accommodate this capacity.

The existing well and septic system at the cabin will be upgraded as necessary to serve the proposed uses. Most, if not all events, will be required to provide supplemental portable sanitation facilities based on the projected attendance. The site improvements will provide a specifically designed and designated location for portable sanitation facilities.

Emergency Services



The applicant has had an early conversation with representatives of the Greater Eagle Fire Protection District. At this time there are no identified negative impacts associated with the shift in location of the school and multi-family uses. The new school site would be located right across the street from the Haymeadow fire station. The proposed multi-family site has multiple points of access and may be designed to meet fire department access requirements.

The cabin will be retrofitted to all applicable building and fire codes and the access and turnaround area will be built to accommodate emergency service vehicles.

LERP program

As there is no change in density and no change in the multi-family and single family/duplex unit ratio there is no effect upon the LERP program requirements of the Haymeadow PUD. The approved Haymeadow LERP plan requires that 10% of the 837 units be deed restricted as LERP units and requires them all to be multi-family units. The shift in location of the multi-family units into Neighborhood A1 will allow more multi-family to be constructed in earlier phases of the project, which will result in substantially more LERP units constructed sooner. In order to meet the overall 10% requirement 24% of all the multi-family units will be designated as LERP units.

Eagle Area Community Plan/Elevate Eagle

As stated above, the approved Haymeadow plan was designed to a very high level of compliance with the EACP.

The EACP includes a vision statement and the Vision chapter of the plan (page 5) includes eleven planning concepts as integral to the Town's vision statement. These planning concepts are broad based statements that apply well to the overall Haymeadow PUD and were important in informing the design process. The shift in location of the school and the multi-family does not create any adverse effect upon the overall compliance of the Haymeadow PUD with any of the vision elements of the Eagle Area Community Plan.

Another important element of the EACP is the Land Use Chapter (page 15). The Land Use Chapter recognizes six primary factors that influence land use decisions. Again, the approved Haymeadow plan closely hews to these factors and was found to be in compliance with this important section of the EACP. The shift in location of the school and the multi-family does not create any adverse effect upon the overall compliance of the Haymeadow PUD with these six factors of the Land Use Chapter.

A strong tenet of the EACP was to locate higher densities closer to the community core and to feather out the unit per acre density as the distance from the community core increased (page 7, Factors of Livability #1). The proposed PUD amendment creates a higher level of compliance with this aspect of the EACP. The EACP also notes that "a healthy vibrant community should have... a range of housing choices for residents at all income levels, and that the development of workforce and affordable housing in Eagle can help to ensure a more sustainable community"(Chapter 10, page 132). Chapter 10 of the EACP is the Housing section. This section of the EACP discusses housing needs, goals and policies at some length. The proposed PUD Amendment creates a higher level of compliance with this aspect of the EACP, as it allows Haymeadow to accelerate the phasing of multi-family units.



The shift in location of the school and the multi-family does not create any adverse effect upon the overall compliance of the Haymeadow PUD with the Eagle Area Community Plan.

The Town of Eagle adopted the Elevate Eagle Comprehensive Plan on December 5, 2020. This application was filed prior to the final adoption of that plan, however many of the aspects of the Elevate Eagle plan also support the proposed PUD Amendment.

The very first goal articulated in the plan, Goal 1-1 (page 48) states: *"Promote a wide range of attainable housing opportunities for young adults, families, aging residents, workforce and others."* The sub-policies to Goal 1-1 numbered 1-1.1 and 1-1.3 directly support the proposed PUD Amendment.

The second goal of the Elevate Eagle plan is Goal 1-2, (page 48) which states: *"Expand and diversify the Town's economic opportunities."*

The proposed amendment to the PUD to clarify and detail use of the cabin for special events will create a new highly desirable economic generator within the community.

The Who We Are section (page 78/79) of the Elevate Eagle Plan clearly articulates the importance and benefit of creating a variety of attainable housing options to support new employees and their families, as well as retirees and millennials.

The Where We Live section (pages 83/83) articulates the need for "middle" section housing. The section describes the Eagle demographics that are currently weighted heavily toward single family housing stock with some rental opportunities, but with limited opportunities in the middle sector. Haymeadow is weighted 60%/40% single family/multi-family. Shifting some of this multi-family into Neighborhood A allows for a higher range of multi-family unit types and price points and allows those units to be delivered earlier in the project phasing.

The Economy section (page 84/85) states the importance of housing availability to the economy, relaying the often stated finding that the lack of attainable housing is a primary factor hindering employee retention and business growth.

3.0 Conditions for PUD Amendment

In accordance with the Town of Eagle Town Code Section 4.11.050 an approved PUD zoning plan or an approved PUD development plan may be amended if the applicant demonstrates that the proposed modification:

1. Is consistent with the efficient development and preservation of the entire planned unit development.

The proposed amendment is consistent with, and in fact, improves upon, the efficient development and preservation of the entire planned unit development. Given changes in demographics and student enrollment studied by ECSD. The district is not likely to build a school within Haymeadow



for a 5 to 10 year period. However, the originally approved school site is within the first phase of Haymeadow infrastructure; which has all access, water, wastewater and shallow utility infrastructure in place and is development ready. The relocation of the school site to Neighborhood C and the shift of Neighborhood B & C units to the approved school site allows for an efficient development of the PUD and for an efficient use of the existing first phase infrastructure network.

The originally proposed proximity of the school and town park has the potential for some synergy of shared use, primarily for event overflow parking and the proximity of the park facilities to the school. The applicant believes that the proposed shift in location of the school and residential uses provides equal if not improved synergies.

The proposed school site is less than 3,000 feet from the current site and has multiple paved and soft surface path connections. The overflow parking concept of using the school parking will still function for weekend and bike race special events and will disperse and remove parking from the heart of the park/trailhead complex. Additional Haymaker Trail access points and trailhead parking locations are designed into the future neighborhoods of Haymeadow. As these access points come online the proposed school would be better located as a secondary overflow parking area. The school and the adjacent 14-acre Trailhead Park will provide great trail access into the Eagle Ranch trail system as well. The applicant believes that any discussion over adjacent use synergy needs to be looked at in the full buildout perspective of the Haymeadow improvements.

The addition of residential units closer to the core of downtown Eagle and Eagle Ranch will add to the energy and vibrancy of those important areas. The proximity of residential units to the pool, ice rink and trailhead complex will be a terrific amenity for those citizens and will help to energize the park. The ability to add more multi-family residential units sooner, units that are targeted to a difficult to serve housing demographic, and accelerate the pace of LERP units seems to be a greater community benefit than the provision of occasional overflow parking.

The new school site is more centrally located within Haymeadow and has a better distance separation from the existing Brush Creek Elementary School. The location at the intersection of Ouzel Lane and Sylvan Lake Road allows for very good access from Haymeadow and from Eagle Ranch. The roundabout design will allow school traffic, including buses, to access the school site without requiring a left-hand turn movement. The left-hand turn movement into schools has proven to create short term traffic issues at key drop off and pick up times. The new school site is immediately adjacent to the 14-acre Trailhead park, the primary destination public park amenity for Haymeadow. This park will include fields, multi-age group play areas, community buildings which could be programmed for before and after school activities. The school is connected to every neighborhood via a system of multiple paved, soft surface and single track trails, which in turn will be connected to the neighborhood sidewalks.

The utilization of the cabin as an events center and community gathering spot is entirely consistent with the efficient development and preservation of the entire PUD. The cabin has the potential to become a tremendous Haymeadow and greater community amenity, serving as a local gathering/meeting/event venue and creating a substantial economic benefit through the use of local vendors.

2. Does not affect in a substantially adverse manner either the enjoyment of land abutting upon, adjoining or across a street from the Planned Unit Development or the public interest.

The applicant does not believe that the proposed amendment has a substantial adverse effect upon any lands abutting or within the PUD. The application does not propose any new uses for the approved PUD, it merely shifts the location of existing approved uses. School, residential and park uses are compatible with one another as is evidenced by the location of schools throughout the greater community. The applicant will commit to a 300 foot vertical building setback from the shared Soleil property line. This buffer will allow for a significant landscape and bermed buffer between the two residential uses. The approved Haymeadow PUD already includes a 200 foot open space buffer between the Neighborhood C lands and the two homes located along Brush Creek Road. This open space buffer provides a substantial setback from the Haymeadow Neighborhood C development area and the proposed school site.

The cabin is located towards the northeastern corner of the Haymeadow property and is separated from the nearest residences along Brush Creek Road by 3,500 feet; slightly more than a half mile in distance. The Haymeadow property in the area between Brush Creek Road and the cabin consists of two distinct topographic areas. There is a very distinct vertical grade change that runs in an east-west direction parallel to Brush Creek Road, likely an ancient riverbank. The entire lower bench, which is visible from Brush Creek Road, is designated as open space and will remain in agricultural production. The upper bench is the site of the 50-acre Neighborhood D and the cabin area is largely screened from Brush Creek Road by the grade change.

The Haymeadow PUD Guide, the control document for the entire project, has been revised to include noise limits and restrictions on hours of operation.

3. Is not granted solely to confer a special benefit upon any person

The amendment as proposed will foster the efficient development of the PUD and provide an opportunity to develop much needed multi-family housing in an earlier phase of the development, while still providing a school site that will meet the needs of the school district and the overall community. This does not confer a special benefit upon any person.

The cabin events venue will create a community amenity and economic benefit to the greater community.

4. Does not contain proposed uses that detract from other uses approved in the PUD

The school and multi-family shift in location does not create any new uses. The approved PUD also includes the use of special events on both open space and development areas.

5. Does not contain an open space plan that differs substantially in quantity or quality from that originally approved

The proposed amendment does not differ in the approved open space quantity or quality of the approved plan. In fact, the addition of the proposed Soleil setback effectively increases the amount of open space in the PUD.



The amendment to the PUD to utilize the cabin as a special events facility includes creating a 5.8 acre parcel around the cabin that will be retained by ABRIKA. In order to retain the same quality and quantity of open space as the current approved PUD plan Neighborhood D has been revised to remove 5.8-acres from the proposed development area and designate that 5.8-acres as open space.

The proposed area of Neighborhood D to become open space is 5.8-acres along the northern portion of the neighborhood, closest to the upland open space area and along the upper irrigation ditch.

This results in the exact same quantity of open space as the approved plan.

The area around the cabin is in an upland area that has been identified as a weed infested zone that requires mitigation and improvement. The cabin use will include a full weed mitigation plan within the 5.8 acre parcel. Approximately one acre of the parcel will be improved with irrigated landscape area and the rest will be revegetated with native grasses.

The 5.8 acre portion of Neighborhood D that will become open space is irrigated hayfield. This area will create a larger buffer area between the development lands of Neighborhood D and the upland open space and proposed wildlife corridor. This area could also be used as a secondary trailhead for access to the Haymaker Trail and adjacent public lands.

The applicant believes this creates an equal or better level of open space quality for the overall PUD.

6. Contains street and utility plans that are coordinated with planned and/or existing streets and utilities for the remainder of the PUD

There are no significant changes to the existing or approved street and utility plans.

4.0 Development Impact Report

The Town of Eagle Land Use Regulations Section 4.07.100 is titled Development Impact Report. The intent of this section of the land use regulations is to ensure that development proposals address and evaluate potential impacts. The section of the Haymeadow PUD Amendment and Preliminary Plan application responds to the purpose, intent and details of this portion of the town land use regulations. Sections taken directly from the Town of Eagle Land Use Regulations are expressed in a bold text format. The applicant responses are expressed in a standard text format.

Purpose - It is the purpose of this Section to:

- 1. Ensure that complete information concerning any adverse effects of the proposed development or subdivision on the environment and essential public and private services and facilities, including educational facilities, as well as the health, safety, order, convenience, prosperity and welfare of present and future inhabitants of the Town is available to the Town Board, the Planning and Zoning Commission and the general public;**



Applicant response: The approved PUD Development Plan included a thorough environmental analysis of the property and that analysis was reviewed as a part of the Haymeadow PUD Zoning and Development Plan review processes. Those Haymeadow applications were assembled in a comprehensive manner and included information throughout the narrative application and the appendices that addresses the environment, essential public and private services and facilities, educational facilities, and the health, safety, order, convenience, prosperity and welfare of present and future inhabitants of the Town.

Environmentally sensitive portions of the property such as wetlands and drainageways were identified and protected by designating these areas as open space. The school and the multi-family locations were found to be areas suitable for development.

The relocation of the school parcel into Neighborhood C and the shift of Neighborhood B & C multi-family density onto the Tract E school site does not create any adverse environmental impacts, have any adverse impact upon the provision of the above listed services or other impact to the community that was not identified and mitigated as a part of the 2014 PUD approval.

The proposed use of the existing cabin as a special events and community venue also should not create any adverse environmental impacts. The area of the cabin includes the Haymaker Trail and the activities associated with the trail. The area just below the cabin is the 50-acre neighborhood D that is approved for 50 homesites. The improvement of the cabin would encourage the developer to cluster development of Neighborhood D closer to Neighborhoods B & C.

- 1. Ensure that long term protection of the environment and the provision of essential public and private services and facilities such as streets, utilities, and educational facilities are considered in major development and subdivision planning and that land use and development decisions, both public and private, take into account the relative merits of possible alternative actions; and**

Applicant response: The 2014 Haymeadow PUD application included a robust environmental analysis of geology, vegetation, wildlife, traffic, drainage, utilities, and water rights and provided information on these topics as well as schools that allowed town officials and citizens opportunity to consider these factors as they evaluated the proposal. The end result of that review process was the 2014 PUD Development Plan and Preliminary plan approval. The geologic, vegetation, wildlife, drainage, utility and water rights analyses are unaffected by this shift in location of land uses and by the proposed use of the existing cabin. This application includes an update to the trip distribution study so that aspect of the proposed amendment may be adequately reviewed as a part of this application.

- 1. Ensure that proposed developments and subdivisions promote a healthful and convenient distribution of population, the wise and efficient expenditure of public funds, including the funds of other governmental entities, as well as the adequate provision of essential public services, facilities and requirements, including schools; and**

Applicant response: This application proposes a shift in location of some multi-family density and

of the proposed school site. The application materials are sufficient to allow the reviewers the ability to evaluate any adverse impact to the distribution of population. The proposed new school site provides more than adequate land area for a K-8 school, far exceeds the Town of Eagle Land Use Regulations dedication requirement area and is well located for convenient and safe access. The proposed cabin use does not affect the distribution of population, increase any expenditure of public funds or affect the provision of public services in an adverse manner.

- 1. Provide procedures for local review and evaluation of the environmental and social-economic effects of proposed development projects and subdivisions, including essential public and private services and facilities, prior to granting major development permits or subdivision approvals; and**

Applicant response: No applicant response is necessary to this section of the Intent. This section of the Town of Eagle Land Use Regulations provides the procedures stated above and the Haymeadow review process is in compliance with those procedures.

- 1. Provide for the reasonable and adequate mitigation of on-site and off- site impacts generated by the proposed development or subdivision on the environment and essential public or private services and facilities, including streets, utilities and educational facilities.**

Applicant response: This application has evaluated on-site and off-site impacts. The applicant does not believe there are any on or off-site impacts that require mitigation above and beyond the current PUD approval.

Preliminary Impact Report

Every Development Permit Application and Preliminary Subdivision Plan shall include a preliminary statement of whether the proposed project will, will not, or could possibly affect the environment, either during construction or on a continuing basis, in each of the following respects:

By altering an ecological unit or land form, such as a ridgeline, saddle, draw, ravine, hillside, cliff, slope, creek, marsh, watercourse, or other natural land form feature

Applicant response: The current approved PUD Development Plan has identified the Tract E school site and the neighborhood B and C multi-family sites as appropriate for development. The proposed application essentially swaps the location of the school site and the Neighborhood C multi-family area locations. The level of disturbance to these respective sites will remain the same. This application will not alter any of these landforms above and beyond the current approval. The cabin is existing and the landscape improvements associated with the proposed use would rehabilitate a disturbed environment.

By directly or indirectly affecting a wildlife habitat, feeding, or nesting ground;

Applicant response: The majority of the Haymeadow lands exist as irrigated and cultivated agricultural lands, which are not classified by the CDOW as wildlife habitat. However, the northern

undisturbed natural lands are classified as habitat. The proximity of homes on Haymeadow could possibly affect this northern wildlife habitat. A complete wildlife analysis was included in the 2014 application and includes a comprehensive analysis of wildlife habitats and potential Haymeadow impacts and improvements, and includes a recommendation for a wildlife movement corridor across the eastern portion of the site. This recommendation, among others, has been incorporated into the Haymeadow design. The comprehensive report allowed for a thorough review and understanding of wildlife associated issues. The approved Haymeadow PUD includes wildlife mitigation measures to address potential impacts. The proposed application essentially swaps the location of the school site and the Neighborhood C multi-family area locations. The level of disturbance to these respective sites will remain the same and will not create any additional affect to wildlife habitat, feeding or nesting areas. If anything, the inclusion of the Soleil buffer will provide an additional wildlife corridor not contemplated in the approved Haymeadow PUD. The large scale event use of the cabin will be limited to the months of May through October and is consistent with an already approved use in the PUD. Furthermore, the substantial investment in improving the cabin would encourage the developer to cluster the Neighborhood D density further from the cabin and closer to Neighborhood B, which would provide a long-term benefit to wildlife. The cabin is adjacent and proximate to the Neighborhood D area.

By substantially altering or removing native grasses, trees, shrubs, or other vegetative cover;

Applicant response: The majority of the Haymeadow lands exist as irrigated and cultivated agricultural lands. Neither Tract E or Neighborhood C include native vegetation. The Haymeadow plan will not result in the substantial alteration of native vegetative cover. The level of disturbance to these respective sites will remain the same regardless of whether the use is multi-family or school. This application will not alter any of this vegetative cover above and beyond the current approval. The area around the cabin has been disturbed by the residential use, the proposed landscape plan will eliminate non-native weeds.

By affecting the appearance or character of a significant scenic area or resource, or involving buildings or other structures that are of a size, bulk, or scale that would be in marked contrast to natural or existing cultural features;

Applicant response: The proposed PUD Amendment will not affect these factors above and beyond the current approval. These lands are located within the Eagle Area Community Plan Urban Growth Boundary and as such a certain level of impact to the above factors is understood.

By potentially resulting in avalanche, landslide, siltation, settlement, flood, or other land-form change of hazard to health and safety;

Applicant response: This application will not affect these factors.

By discharging toxic or thermally abnormal substance or involving use of herbicides or pesticides, or emitting smoke, gas, steam, dust, or other particulate matter;

Applicant response: This application will not change the approved PUD in any manner that will affect these factors.

By involving any process which results in odor that may be objectionable or damaging;

Applicant response: This application will not create any odor issues.

By requiring any waste treatment, cooling, or settlement pond, or requiring transportation of solid or liquid wastes to a treatment or disposal site;

Applicant response: This application will not change the approved PUD in any manner that will affect these factors.

By discharging significant volumes of solid or liquid wastes;

Applicant response: This application will not change the approved PUD in any manner that will affect these factors..

By increasing the demand on existing or planned sewage disposal, storm drainage, water distribution system, streets, or other utility systems to a level which is likely to cause an adverse impact on the environment

Applicant response: This application will not change the approved PUD in any manner that will affect these factors.

By involving any process which generates noise that may be offensive or damaging;

Applicant response: This application will not change the approved PUD in any manner that will affect these factors.

By either displacing significant numbers of people or resulting in a significant increase in population;

Applicant response: This application will not displace any people or result in any increase in population that is not already approved through the current PUD.

By pre-empting a site which is desirable for recreational uses or planned open space;

Applicant response: This application will not pre-empt a site desirable for recreational uses or as planned open space. The haymaker Trail is immediately proximate to the cabin and a portion of the trail will be slightly re-routed to provide a better trail and cabin experience.

By altering local traffic patterns or causing an increase in traffic volume or transit service need;

Applicant response: This application may slightly alter local traffic patterns. A trip distribution analysis has been included with this application for review.

By substantially affecting the revenues or expenditures of the Town government

Applicant response: This application will substantially increase near-term revenues of the Town by accelerating the timing of the Haymeadow buildout which will result in impact fees paid sooner, as well as accelerating the addition of resident taxpayers to the Town.

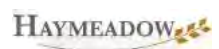
By increasing the demand on existing or planned school facilities to a level which is likely to cause an adverse impact on such school facilities, an adverse impact on educational opportunities, or an adverse impact on the revenues and expenditures of the Eagle County School District RE 50-J.

Applicant response: This application will not increase demand on school facilities, educational opportunities or ECSD revenues. The plan includes the relocation dedication of approximately eighteen acres of land to be dedicated to the school district for the location of a new K-8th grade school facility.

By being a part of a larger project which, at any future stage, may involve any of the impacts listed above.

Applicant response: The application is a part of a larger project that has been reviewed and approved by the Town of Eagle. The Haymeadow PUD is a complete master planned community and has addressed all of the elements associated with the anticipated build-out of the property.

APPENDIX A DRAFT REVISED PUD GUIDE



FIRST AMENDED
PUD GUIDE FOR
THE HAYMEADOW PLANNED UNIT
DEVELOPMENT

Amended and Approved,
(new date)

(February 18 revision draft)

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This document supersedes and replaces the Haymeadow PUD Guide dated March 25, 2014.

APPROVAL OF THIS PLAN CONSTITUTES A VESTED PROPERTY RIGHT
PURSUANT TO SECTION 24-68-103,C.R.S., AS AMENDED

1. PURPOSE:

The purpose of the Haymeadow PUD Guide is to serve as the governing land use regulations which will control the development of the Haymeadow PUD. The PUD Guide will serve as the “Zone District Regulations” for the PUD and is in conformance with Section 4.11.030 of the Town of Eagle Land Use and Development Code.

The Haymeadow PUD authorizes a total of 837 dwelling units, a public school facility, a fire station, active and passive parks and recreation areas, community facilities, trails and open space on 660 acres of land within the Town of Eagle, Eagle County, Colorado as described in the approved Haymeadow PUD Development Plan. Development within the PUD is administered by the Town of Eagle through the provisions of the PUD Development Plan and this PUD Guide. Building construction within the PUD is governed by the applicable Town of Eagle ordinances, rules, regulations and codes. Approval of this plan constitutes a vested property right pursuant to section 24-68-103, C.R.S., as amended.

The approved Haymeadow PUD Development Plan Drawing dated March 25, 2014 is attached to this PUD Guide as Exhibit A.

2. DEFINITIONS:

Unless otherwise defined below, all terms used in this document shall be as defined by the Town of Eagle Land Use Regulations.

A. Haymeadow PUD

The Haymeadow PUD is a zone district authorized by the Town of Eagle Ordinance No. _____, Series of 2014, and containing the property commonly known as Haymeadow.

B. Bed and Breakfast

An owner occupied dwelling unit that contains no more than four guest rooms where lodging, with or without meals, is provided for compensation.

C. Neighborhood Parcels

Areas as indicated on the approved Haymeadow PUD Development Plan for residential development, the development of which shall be regulated by this Haymeadow PUD Guide. These parcels are listed as Neighborhood A1, Neighborhood A2, Neighborhood B, Neighborhood C and Neighborhood D.

D. Planning Tracts

Areas as indicated on the approved Haymeadow PUD Development Plan and Preliminary Subdivision Plan for non-residential development, the development of which shall be regulated by this Haymeadow PUD Guide. These Tracts are listed as Tract E:

Recreation/School, Tract F: Park, Tract G: Fire Station, Tract I: Cabin, Tract J: School and Tract H: Future Development. The future resubdivision of Tract K will create additional tracts regulated by the PUD Guide. The Preliminary Plan is attached as Exhibit B.

E. Special Use

Special Use shall be as defined in Section 4.05 of the Town of Eagle Land Use and Development Code.

3. PUD ZONE DISTRICTS:

A. Residential One – Neighborhood Parcels A1, A2, B and C:

1. Purpose:
To provide sites for single family and multi-family homes on a variety of lot sizes that will maintain and reinforce the existing small town development pattern, character and architectural heritage of the Town of Eagle and to provide for mixed residential neighborhoods in order to serve the needs of the residents of Eagle. The design of neighborhoods in this district is intended to allow for flexibility, innovation and site sensitive planning that is responsive to both the design character and the functional requirements of the community.
2. Uses by Right:
 - a. One single family home on each specifically designated lot.
 - b. One duplex building (two units) on each specifically designated lot.
 - c. Multiple family residential, including condominiums, townhomes, flats or apartments, and single family or duplex cluster units on specifically designated lots.
 - d. Accessory apartment to single family dwelling as defined by the Town of Eagle (TOE) Municipal Code, not to exceed 700 square feet.
 - e. Utility service structures and buildings.
 - f. Home occupations as defined by the TOE Municipal Code.
 - g. Parks, open space and community gardens.
 - h. Model homes.
 - i. Pedestrian and bicycle trails.
 - j. Ponds, reservoirs and irrigation ditches.
 - k. Temporary construction staging areas.
 - l. Additional uses determined by the Town Planner to be similar to uses by right listed above.
 - m. Accessory uses customarily appurtenant to uses by right listed above including special events.
 - n. A Homeowner Association or Metro District operated or contracted enclosed storage building.
 - o. Typical agricultural uses may continue within each neighborhood until residential site development is initiated within the neighborhood.

- p. Mail box drop boxes or similar mail delivery facilities.
- q. Temporary sales office.

3. Special Uses:

- a. Day care of more than 8 children and elderly care.
- b. Special Events

4. Minimum Building Setback Requirements:

- a. Single family with front loaded garage:
 - 1. Front: 12.5 feet minimum setback to the front porch and /or front of the building facade. Porch steps may encroach up to 5 feet into the 12.5 foot required setback. The minimum distance from the front property line to a garage door shall be 25 feet. The maximum front setback for the front porch shall be 22 feet from the front property line.
 - 2. Side: 12.5 feet.
 - 3. Rear: 12.5 feet for one-story elements and 20 feet for two-story elements.
- b. Duplex with front loaded garage:
 - 1. Front: 12.5 feet minimum setback to the front porch and /or front of the building facade. Porch steps may encroach up to 3 feet into the 12.5 foot required setback. The maximum front setback for the front porch shall be 22 feet from the front property line. The minimum distance from the property line to a garage door facing a front property line shall be 25 feet.
 - 2. Side: 12.5 feet. The minimum distance from the side property line to a garage door shall be 33 feet for a lot with a shared driveway.
 - 3. Rear: 12.5 feet. An unenclosed, covered porch or deck may encroach up to 5 feet into the rear setback.
- c. Single family and duplex uses with alley loaded garage:
 - 1. Front: 12.5 feet to the front porch and /or front of the building facade. Porch steps may encroach up to 3 feet into the 12.5 foot required setback. The maximum front setback for the front porch shall be 22 feet from the front property line.
 - 2. Side: 12.5 feet
 - 3. Rear: 12.5 feet, however, the minimum distance from the property line to a garage door shall be 22 feet, or 24 feet to the alley travel way, whichever is more restrictive.
- d. Multiple Family:
 - 1. Front: 15 feet. The minimum distance from the front property line to a garage door shall be 25 feet.
 - 2. Side: 15 feet
 - 3. Rear: 20 feet
- e. Supplementary setback requirements:
 - 1. Roof eaves, bay window elements and similar features may encroach up to

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- 30 inches into any required setback.
2. Corner lots shall require compliance with the front setback standards on each side of the lot that fronts a public street.
3. There shall also be a 50 foot building setback from Sylvan Lake Road in Neighborhood A1 and A2.

5. Maximum Building Height:
35 feet.

6. Maximum Lot Coverage:
- a. Residential Multi-Family
 1. Building 60%
 2. All impervious materials - 70%
 - b. Residential Single Family
 1. Building 40%
 2. All impervious materials - 60%

7. Maximum Density:
The maximum density shall not exceed 15 dwelling units per gross acre for development within any Multi-Family Tract as shown on the initial Final Plat for each Neighborhood.

8. Neighborhood A1 Core Trail:
The Multi-Family buildings in west/central area of Neighborhood A-1 shall be configured in such a manner to accommodate an alignment of the future 10 foot wide asphalt trail identified on the Neighborhood A-1, Phase 1 Trails Plan as described below.

This trail will serve as a main route for children to access the park site at a location close to the north side of the school's vehicular access system. This trail shall be configured to encourage use by children and designed in such a manner that provides direct views of the park site where possible and places a strong emphasis on safety at roadway crossings. This portion of the trail system will be approved by the Town as part of the Development Permit review process for the adjacent multi-family buildings and the trail shall be constructed concurrent with the multi-family units.

9. Supplemental requirements:
The minimum depth for first floor front porches shall be 7 feet.

B. Residential Two – Neighborhood D:

1. Purpose:
To provide sites for lower density single family homesites.
2. Uses by Right:
 - a. Single family dwelling units not to exceed 7,000 square foot maximum size.
 - b. Accessory apartment to single family dwelling as defined by the Town of Eagle Municipal Code, not to exceed 700 square feet.

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- c. Model homes.
 - d. Parks, open space and community gardens.
 - e. Home occupations.
 - f. Utility service structures and buildings/ maintenance facilities.
 - g. Pedestrian and bicycle trails.
 - h. Ponds, reservoirs and irrigation ditches.
 - i. Temporary construction staging areas.
 - j. Additional uses determined to be similar to uses by right listed above.
 - k. Accessory uses customarily appurtenant to uses by right listed above.
 - l. Accessory buildings may include detached garages, sheds and similar structures.
 - m. Temporary tree farm
 - n. Typical agricultural uses may continue within the neighborhood until residential site development is initiated.
 - o. Mail box drop boxes or similar mail delivery facilities.
 - p. Temporary sales office.
3. Special Uses:
- a. Day care of more than 8 children and elderly care.
 - b. Bed and breakfast.
 - c. Gravel borrow pit for on-site use.
 - d. Special Events
4. Minimum Building Setback Requirements:
- a. Front: 25 feet
 - b. Side: 15 feet
 - c. Rear: 20 feet.
5. Supplementary setback requirements:
- a. Corner lots shall require compliance with the front setback standards on each side of the lot that fronts a public street.
 - b. Roof eaves, bay window elements and similar features may encroach up to 30 inches into any required setback.
 - c. All garage doors shall be a minimum of 25 feet from the facing property line.
6. Maximum Building Height:
35 feet.
7. Maximum Lot Coverage:
- a. Building - 30%
 - b. All impervious materials - 50%
8. Building Envelopes:
The Subdivision Final Plat or Plats for Neighborhood D shall contain appropriate notations requiring building envelopes to be designated on certain lots prior to any site grading or other disturbance of the designated lot. Specifically, any lot over 1/2 acre shall be limited to a building envelope of 15,000 square feet. Application(s) for Subdivision

Final Plat shall include a supplemental exhibit specifying lots requiring building envelopes. Upon approval of such supplemental exhibit by the Town Planner, any modification of such supplemental exhibit shall require approval from the Town. The owner of such lot shall propose a building envelope as part of the application for design review and building permit. The proposed building envelope shall comply with all criteria affecting building envelopes contained in the Design Guidelines as approved by the Town, and shall be so indicated graphically on a landscape/ site plan. This landscape/site plan shall also include calculations to indicate the building envelope does not exceed 15,000 sq. ft. The Town reserves the right not to issue a building or site improvement permit until a building envelope, if required, that complies with all approved Design Guideline criteria has been approved by the Design Review Committee.

As used in this document, the term "building envelope" shall be deemed to include the residence, any allowable accessory buildings, driveways, walkways, patios, and landscaped areas.

All portions of a lot outside of the designated 15,000 square foot building envelope shall maintain the existing pasture grasses or be landscaped in a dryland, native or xeric style that requires minimal irrigation. Any landscaping of this area shall require approval by the DRB.

9. Wildlife Corridor and Berm:

At the time of the first subdivision plat for Neighborhood D a 500 foot wide wildlife corridor shall be established on the adjacent open space to the east of Neighborhood D, as indicated on the approved PUD Development Plan attached as Exhibit A. If at this time a corresponding 500 foot wide wildlife corridor has not been provided or committed on the adjacent Adam Rib Ranch property, then a 1000 foot wide corridor is required on the Haymeadow Planned Unit Development. At the time of this final plat a deed restriction shall be placed on this wildlife corridor to guarantee its protection. This corridor shall be maintained in agricultural production.

The construction of a landscape screening berm shall be included in the public improvements for Neighborhood D. The purpose of this landscape screening berm is to provide visual buffer between the animals using the wildlife corridor and the activity associated with Neighborhood D. The final plat or deed restriction will include language that ensures this landscape screen/ berm is a permanent landscape feature. A conceptual graphic that illustrates the intent of the landscape berm is attached as Exhibit C.

C. Recreation Open Space – Tract E, Town of Eagle Recreation Site:

1. Purpose:
To provide a land area for a recreation site to be dedicated to the Town of Eagle.
2. Uses by Right:
 - a. Indoor and outdoor recreation and entertainment facilities.
 - b. Parks and picnic facilities.
 - c. Community Center.
 - d. Cultural and educational buildings and activities.
 - e. Concessions, food and beverage service.
 - f. Special events including sports events and tournaments, entertainment and cultural events.
 - g. Public Administration building.
 - h. Administration/Maintenance facilities.
 - i. Equestrian, pedestrian and bicycle trails.
 - j. Dog park.
 - k. Community gardens.
 - l. Playgrounds, play equipment and water features.
 - m. Temporary structures, tents and trailers associated with special events.
 - n. Landscape improvements.
 - o. Lakes, ponds, reservoirs and irrigation ditches
 - ~~p.~~ Special events utilizing either indoor or outdoor facilities of the ~~park~~, including sporting, cultural or entertainment events.
 - ~~q.~~ Temporary construction/administration office.
 - ~~r.~~ Agricultural uses.
 - ~~s.~~ Public or private roads and utilities including bridges, utility, improvements, lines and mains, facilities, services and buildings.
 - ~~t.~~ Additional uses determined to be similar to uses by right listed above.
3. Minimum Building Setback Requirement:
There shall be a 25 foot building setback from all lot lines that front public roads, except from Sylvan lake Road where a 50 foot setback shall be required. From other lot lines there shall be no minimum except must be sufficient to accommodate utilities, drainage, access, fire and building code regulations.
4. Maximum Building Height:
35 Feet. Architectural features such as a tower, cupola or other architectural focal point may have a maximum height of 42 feet if approved by the Haymeadow Design Review Board.
5. Density Allowance:
N/A
6. Maximum Site Coverage:
N/A

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D. Natural Open Space Tracts - OS-A, OS-B & OS-C, as labeled on the Preliminary Subdivision Plan, as well as future open space Tracts which will be created through resubdivision of Tract H of the PUD Preliminary Subdivision Plan. The approved PUD Development Plan depicts the general location and size of the future Open Space and Neighborhood areas within Tract H. The PUD Preliminary Subdivision Plan is attached as Exhibit B.

1. Purpose:
To provide sites for natural open space, active recreation, agricultural uses, trails and park facilities, water storage and drainage improvements and landscape improvements.
2. Uses by Right:
 - a. Equestrian, pedestrian and bicycle trails.
 - b. Landscape Improvements.
 - c. Lakes, ponds, reservoirs and irrigation ditches.
 - d. Shade shelters and picnic facilities.
 - e. Public or private roads, trailhead parking, restrooms, and utilities including bridges and utility improvements, tanks, lines, mains, pumphouses, facilities, services and buildings.
 - f. Agricultural uses and associated facilities.
 - g. Community gardens and associated facilities.
 - h. Dog parks.
 - i. Special events associated with agricultural facilities, community garden facilities, trails and trailheads, such as athletic, entertainment or cultural events.
3. Building Setback requirement
25 feet
4. Maximum Building Height
35 feet
5. Gross Density Allowance:
N/A
6. Maximum Site Coverage:
N/A
7. Supplemental Requirements:
The design and placement of recreation trails adjacent to the eastern wildlife corridor and open space shall minimize the impact of recreation users upon wildlife.

Deleted: j. Weddings and community events hosted at the existing cabin and the surrounding area, which shall include the right to improve said structure and seasonally install an outdoor tent from May through October.

E. Fire Station - Tract G:

1. Purpose:
To provide a site for a fire station and related improvements.
2. Uses by Right:
 - a. Fire station and related ancillary facilities, which may include, but not be limited to, offices, meeting rooms, training areas, crew quarters and temporary residences for fire fighters.
 - b. Additional uses determined to be similar to uses by right listed above.
 - c. Accessory uses customarily appurtenant to uses by right listed above.
3. Building Setback Requirement:
There shall be a 25' building setback from all lot lines.
4. Maximum Building Height:
35 feet. Architectural features such as a tower, cupola or other architectural focal point may have a maximum height of 42 feet if approved by the Haymeadow Design Review Board.
5. Haymeadow DRB approval and Town of Eagle Development Permit approval will be required prior to construction of buildings or alteration of the site.

F. Trailhead Park – Tract F

1. Purpose:
To provide a site for active park and recreation facilities, formal and informal play fields, open space, ponds and water features, stream corridors and recreation trails, community buildings and facilities.
2. Uses by Right:
 - a. Indoor and outdoor recreation and entertainment facilities.
 - b. Parks and picnic facilities.
 - c. Community Center.
 - d. Cultural and educational buildings and activities.
 - e. Concessions, food and beverage service.
 - f. Special events including sports events and tournaments, entertainment and cultural events.
 - g. Administration/Maintenance facilities.
 - h. Homeowner Association or Metro District operated or contracted enclosed storage or administration building.
 - i. Equestrian, pedestrian and bicycle trails.
 - j. Dog park.
 - k. Community gardens.
 - l. Playgrounds, play equipment and water features.
 - m. Temporary structures, tents and trailers associated with special events.

- n. Landscape improvements.
 - o. Lakes, ponds, reservoirs, raw water irrigation structures and facilities and irrigation ditches.
 - p. Temporary construction/administration/sales office. Public or private roads and utilities including bridges, utility, improvements, lines and mains, facilities, services and buildings.
 - q. Agricultural uses.
 - r. Additional uses determined by the Town Planner to be similar to uses by right listed above.
3. Building Setback Requirement:
There shall be a 25' building setback from all lot lines.
4. Maximum Building Height:
35 feet. Architectural features such as a tower, cupola or other architectural focal point may have a maximum height of 42 feet if approved by the Haymeadow Design Review Board.

G. Cabin – Tract I

1. Purpose:

To provide a venue for special events including but not limited to weddings, community and corporate events including overnight stays by guests for no more than two consecutive nights.

2. Uses by Right:

- a. Cabin with kitchen, bathrooms and dressing/bedroom rooms.
- b. Indoor and outdoor special events limited to a maximum of 170 attendees.
- c. Landscape Improvements
- d. Seasonal tents for special events
- e. Parking for no more than 20 vehicles
- f. Portable self contained restrooms.
- g. Equestrian, bicycle and pedestrian trails.

3. Building setback requirement: 25 feet from all lot lines

4. Maximum Building Height 24 feet

5. Gross Density Allowance: One Dwelling Unit not to exceed 2,500 square feet

6. Maximum site coverage: N/A

7. Supplementary Regulations:

- a. Special Events utilizing outdoor space shall not be allowed on a seasonal basis between the dates of December 1 to May 15.
- b. No amplified music shall be allowed between the hours of 11:00 pm and 9:00 am.
- c. Water and wastewater connection to the cabin shall be completed at the time those utilities are extended into Neighborhood D.
- d. Special Event parking for events larger than 20 attendees shall be accommodated on ABRIKA owned Haymeadow property or guests shall be shuttled in from private offsite locations. No off-site parking in public parking lots or on Town of Eagle property or road right of ways shall be permitted.

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H. School – Tract J

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8. Purpose:

To provide a land for a school site to be dedicated to the Eagle County School District.

9. Uses by Right:

h. Public and /or private school and related ancillary facilities, which may include but not limited to, classrooms, common areas, gymnasiums, cafeterias, theaters, offices, meeting rooms, parking and outdoor recreation, athletic and teaching facilities. A bus barn or dedicated overnight vehicle storage would not be considered a use-by-right..

i. Indoor and outdoor special events.

10. Building setback requirement: 25 feet from all lot lines

Maximum Building Height 35 feet.. Architectural features such as a tower, cupola or other architectural focal point may have a maximum height of 42 feet if approved by the Haymeadow Design Review Board.

11. Gross Density Allowance: N/A

12. Maximum site coverage: N/A

4. DENSITY CONTROL

Allowable maximum densities for each Neighborhood Parcel are set forth within the following density chart; provided however, that any Neighborhood Parcel may contain up to 1.25 times the total number of allowable dwelling units as described below. Any such increase in density of a Neighborhood Parcel shall be offset by an equal decrease in density from another Neighborhood Parcel. The intent of this provision is to allow flexibility in planning to take into account varying site conditions, market conditions and other design factors. There shall be no transfer of density allowed into Neighborhood D.

In no event shall the total number of residential units in all planning parcels within the Haymeadow PUD combined exceed 837 units. Accessory dwelling units not exceeding seven hundred (700) square feet appurtenant to single family dwellings shall not be included in such limitation.

The combination of two or more existing residential units into a lesser number of units shall first be approved by the Haymeadow Design Review Board and the Town Planner if any of such units have been designated as an affordable housing unit pursuant to the Town of Eagle Local Employee Residence Program. Approval by the Town shall be granted if such combination is in conformance with this PUD Guide and any applicable building codes.

However, residential units designated as affordable housing units shall not be combined if such combination would reduce the total number of affordable housing units below the minimum number of required affordable housing units required under the Town's Local Employee Residence Program.

The Haymeadow Homeowners (Design Review Board) and the Town of Eagle shall have all remedies available to them at law or in equity to enforce the provisions of this Section.

Accompanying each Final Plat and Development Permit application shall be an inventory of dwelling units that have been approved by previously final plats and/or Development Permits for each respective Neighborhood.

Neighborhood	Single Family/Duplex	Multi-Family	Total # D.U.
A1	82	258	340
A2	103	86	189
B	161	0	161
C	97	0	97
D	50	0	50
TOTAL	493	344	837

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Density within each neighborhood has been defined in the PUD Development Plan and the PUD Guide as two unit types: Multi-Family and Single Family/Duplex. Up to 25% of the units identified as Multi-Family may be converted to Single Family/Duplex units and allowed in areas referenced as Multi-Family on the PUD Zoning Plan. No additional density beyond the 837 approved units is allowed.

5. PARKING REQUIREMENTS

All uses within Haymeadow will be subject to the parking standards of the Town of Eagle Land Use & Development Code with the following exceptions. Any on-street parking spaces shall be constructed as guest or park parking and may not be counted toward fulfilling residential parking requirements. Each single-family or duplex residence shall have a minimum of two on site parking spaces in addition to any garage space. These parking spaces shall fit within the property and not overhang any public walkway or travel way. Any accessory dwelling associated within a single family residence shall have one dedicated on-site parking space. A Bed and Breakfast use as defined in this PUD Guide shall provide the required single family parking plus one additional parking space per guest room.

6. DESIGN REVIEW

Design guidelines shall be prepared which will establish architectural and building material standards, landscape design, urban design, site design standards and a design review process for development within Haymeadow. These guidelines shall be approved and in place for any area of the Haymeadow PUD prior to the approval of any Subdivision Final Plat for that area. The Design Guidelines shall be submitted to the Town for review and approval by the Town Board using the Major Development Permit Review process. Subsequent major revisions to the

guidelines shall be subject to the same review and approval process of the Town of Eagle.

The Haymeadow Home Owners Association shall establish a Haymeadow Design Review Board that shall have authority and responsibility over the design review process. In the event that the Haymeadow Design Review Board ceases to fulfill its duties as described in the guidelines the Town of Eagle may assume the role of the Design Review Board.

All projects requiring a Town of Eagle permit shall adhere to the standards of this PUD and, where not specifically covered, the provisions of the Town of Eagle Land Use Code.

Applicants for all new development proposals, new buildings or building modifications, new landscaping or landscaping modifications, as defined in the adopted design guidelines, shall submit such proposals for review and approval by the Design Review Board.

The Town of Eagle shall not issue a building permit or grading permit without prior approval by the Design Review Board as demonstrated by drawings stamped as approved by the Design Review Board.

1. **Architectural Design Standards:**

The site design concept for Haymeadow, and for Neighborhood A in particular, is to create pedestrian friendly, walkable well-connected neighborhoods. A streetscape plan that includes a wide planting strip with street trees and sidewalks along both sides of the street will frame the residential development.

In the single family and duplex neighborhoods relatively narrow lots with uniform building setbacks, recessed garages and a well-established front porch element will create a strong neighborhood pattern. As the development progresses into Neighborhoods B, C and D the approved PUD Development Plan density decreases and the narrow lot pattern and streetscape design may become more relaxed.

Multi-family buildings will also be oriented to respect the streetscape while providing off-street parking. The buildings will be arranged to also focus on courtyard and open space access that will maintain a less formal but equally inviting pedestrian neighborhood quality.

The architecture of the Haymeadow community will both integrate with and enhance the beauty of the Town of Eagle and the Brush Creek valley. The intended goal is to develop a series of neighborhoods at ease with the surrounding ranching setting that look and feel like a natural evolution of the greater Eagle community. This will be assured through the development, adoption and enforcement of design guidelines that:

- a. Establish design and construction standards that both fit in the setting and ensure a consistent high level of quality across a wide array of housing types;
- b. Respond to the unique attributes and sensitivities of the site which are reflected in the design tenets underlying the plan;
- c. Implement a diverse but cohesive, unified and balanced architectural and landscape theme;

- d. Control massing of buildings to be appropriate in scale and context;
- e. Site structures in a manner which responds to existing physical site features, maximizes vistas, privacy and addresses energy usage ;
- f. Utilize forms and materials that honor the site's cultural history.

The Applicant has begun to develop housing designs that are illustrative of its vision for the property and are attached as Exhibit D.

These illustrative drawings:

- are examples of the type and style of housing that can be achieved in each residential building type. The architectural character will offer variety but will also include a style that ties together the single family and multi-family building types;
- reflect the general design principals outlined above which are the framework to be expanded upon and implemented in future design guidelines.

The architecture of the Haymeadow Community is inspired by the natural materials and simple gathered forms of the surrounding historic Colorado ranch compounds. These typical asymmetric historic buildings which evolved over time have a casual and intimate architecture which is at harmony with the land. The proposed palette of natural earth colored stucco, timbers and stained wood sidings will give the buildings a natural patina that will blend in with the surroundings. The architecture of the community will be rooted in the history of the place.

The main element of the house should typically be two stories in height and typically have gable roof(s) with smaller attached one-story elements with typical shed roofs. Buildings are generally taller in the middle and step down at ends with typically one and a half story massing at the sides of the house and should step with grade to minimize site grading.

Primary building materials/colors must be muted tones derived from the earth, trees and rock outcroppings of the surroundings environment.

2. Environmental Building Practices:

- a. Low environmental impact and energy efficiency approaches to site planning, design, landscaping and construction are highly encouraged.
- b. Owners are encouraged to review LEED guidelines published by the US Green Building Council (www.usgbc.org) which encourage energy efficiency, resource efficiency and healthy indoor air quality.
- c. Passive and active solar is highly encouraged. Hot water and photo voltaic solar panels are encouraged to be well planned and integrated in to the architectural design. Panels should be installed in the same plane as the roofs and close to flush with the roof. Solar panels and all associated mounting brackets and hardware shall be all black. No bright shiny metal elements are allowed.

3. **Landscape Design Standards:**

Landscape Design Standards will be written and adopted as an integral part of the overall design guidelines. The intent of the landscape design guidelines will be provide standards for landscaping and water conservation within the PUD that enhance and maintain the character of the residential neighborhoods and public spaces of the Haymeadow PUD. The Landscape Design Guidelines shall comply with the Town of Eagle Water Efficiency & Conservation plan as applicable. This will be accomplished by:

- a. Setting minimum and maximum standards for planting within residential and public spaces.
- b. Promoting the conservation of water through selection of proper plant palettes and the use of efficient irrigation techniques.
- c. Controlling the spread of noxious weeds and invasive plant species.

4. **Illumination Design Standards:**

Illumination design standards for residential and public uses shall be included within the approved design guidelines. The intent of these standards will be to provide compliance with adopted Town of Eagle lighting requirements and appropriate dark sky practices.

5. **Fencing Design Standards:**

Fencing design standards shall be included within the approved design guidelines. The intent of these standards will be to provide a compatible appearance among residential properties and to regulate the structure, location, height, color and materials of fencing prior to installation. Where appropriate and as required, wildlife friendly fencing will be specified.

6. **Specific Design Considerations:**

Specific design considerations have been discussed with the Town of Eagle through the Haymeadow PUD Development Plan approval process. This section of the PUD provides a commitment to incorporate certain design considerations into the Haymeadow Design Guidelines.

- a. Final Plat and Development Permit applications shall include site and landscape design considerations for each Sylvan Lake Road intersection that creates key visual corridors into the adjacent neighborhood, creating a sense of welcome and entry. This is of specific importance at the school road intersection.
- b. Any development plan that includes a enclosed storage building or a HOA/Metro District maintenance yard shall include appropriate landscape screening to screen the view from the public street. Any yard and building plan structures shall require approval of the Haymeadow Design Review Board.
- c. Cedar or other wood shake shingle products shall not be allowed as a roofing material.
- d. Multi-Family development and Fire Station shall be subject to Town of Eagle Development Permit review as outlined in Section 4.06 of the Town of Eagle Land Use and Development Code.

7. SIGNS

Sign regulations shall meet the Town of Eagle sign code; unless a comprehensive Haymeadow Sign Program is approved by the Town of Eagle.

8. DOGS AND PET CONTROL

Each dwelling unit will be permitted to house up to two dogs and offspring up to three months old. Residents will be prohibited from harboring dogs on their property unless they have adequate facilities (i.e., animals kept in residence, a fenced yard, an electronically fenced yard, dog run, or kennel) to contain the animals. Enclosed runs must be located immediately adjacent to the home, within the lot's building envelope if an envelope is required, and shall not exceed 1,000 square feet. If facilities are inadequate to contain the dog(s), the animals will be immediately removed from the subdivision until adequate structures can be built.

At no time are dogs to be allowed to run freely, other than within designated leash free dog parks. Haymeadow shall be subject to any and all leash laws and other pet regulations as adopted by the Town of Eagle.

Stray dogs may also be controlled by the Town and/or County and Colorado Department of Parks and Wildlife (CDPW). Homeowners not in compliance with these dog restrictions will be responsible for any and all costs incurred by the Town, County, and/or CDPW for enforcing these provisions.

Contractors, subcontractors and other construction related visitors shall be prohibited from bringing dogs onto the Haymeadow PUD.

9. FENCING

Any fencing separating a residential lot from adjacent natural open space shall be required to meet the wildlife friendly fencing guidelines of Colorado Parks and Wildlife.

The Haymeadow Metro District and/or Homeowners Association shall be responsible for maintaining a fence at appropriate perimeter sections of the PUD to keep cattle grazing on adjacent lands from entering the Haymeadow PUD.

10. TOWN OF EAGLE DEVELOPMENT PERMIT

All multi-family buildings, the fire station, school and Trailhead Park pavilion building shall be required to obtain a Development Permit pursuant to Section 4.06 of the Town of Eagle Land Use and Development Code

11 TRASH RECEPTACLES

Single family residences within the Haymeadow PUD shall be restricted from storing or leaving

trash receptacles outside overnight. Trash receptacles shall be placed outside on the day of pick-up and shall be returned to an indoor location the same day.

Multi-family buildings shall provide wildlife resistant trash enclosure structures consistent with the approved Design Guidelines.

12. CONFLICTS

The specific provisions of this Guide shall supersede those of the Town of Eagle Land Use Regulations. However, where the Guide does not address an issue, the specific provisions of the Town of Eagle Land Use Regulations shall prevail. In cases of dispute or ambiguity, the Board of Trustees shall act to interpret.

13. AMENDMENTS TO THE HAYMEADOW PUD GUIDE, PUD DEVELOPMENT PLAN AND SUBDIVISION PLANS

It is anticipated that modifications or amendments to this PUD Guide, the PUD Development Plan, and Subdivision Plans will be necessary from time to time as Haymeadow progresses. This PUD Guide provides for two types of modifications or amendments: minor and major.

A. Minor Modifications:

Minor modifications are those changes which will not alter the original project concept but which may result in minor changes in the design of Haymeadow. Minor modifications include, but are not limited to internal road alignment alterations, minor adjustments to parcel boundaries, building envelope changes, and additions of land uses not previously listed but determined to be similar to listed uses. Minor adjustments to Planning Parcel boundaries shall be defined as:

Change in land use of a parcel of property not to exceed 20,000 square feet to conform to the land use of property immediately adjacent to it, provided however, that the provisions of this article shall not apply to property adjacent to any parcel of property the land use of which has previously been changed pursuant to the provisions of this article. Minor modification shall also include any decrease in size of a Neighborhood Residential parcel that is offset by an equal increase in an open space parcel.

Minor modifications may be authorized by the Town of Eagle Zoning Administrator upon written request. The Zoning Administrator shall act upon any minor modification request within 30 days of such a request. Any decision by the Zoning Administrator may be appealed in writing to the Eagle Board of Trustees within 30 days of such decision.

B. Major Modifications:

Major modifications are those changes not considered to be minor modifications and are changes that could alter the character or land use of a portion of the project.

Major modifications shall include:

1. Any increase in the total number of residential units.
2. Any change in land use designation of any parcels within the PUD, except as provided above.
3. Any additional of land into the PUD.

Major modifications shall be under the authority of the Eagle Board of Trustees. Applications for major modifications shall be heard in public hearing by the Board after receiving a recommendation from the Planning and Zoning commission. The Town Board shall approve the modification if it is found that the modification is consistent with the efficient development of the entire PUD and does not substantially affect the enjoyment of land abutting the PUD or the public interest.

Approved by Abrika Properties, LLC, the developer of the Haymeadow PUD, this _____ day of _____, 2014.

By: _____

TOWN of EAGLE Signature block:

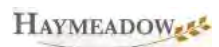
Approved by the TOWN OF EAGLE, COLORADO, a municipal corporation acting by and through its Board of Trustees, this _____ day of _____, 2014.

_____, Mayor

ATTEST:

Town Clerk

APPENDIX B **MCDOWELL ENGINEERING, LLC TRAFFIC MEMORANDUM**



Traffic Memorandum

To: Brandon Cohen
Abrika Properties, LLC
8250 SW 27th Avenue
Ocala, FL 34476

From: Kari J. McDowell Schroeder, PE, PTOE

Date: October 16, 2020

Re: **Haymeadow School Site Swap – Traffic Memo**
Eagle, Colorado

Abrika Properties, the developer of Haymeadow, is proposing to swap two land uses internal to the Haymeadow site. The development's current school site is located adjacent to the Town of Eagle's Pool and Ice Rink facility, on the northwest corner of the Haymeadow site. The applicant is proposing to swap the location of the school site with 112 multifamily units located on the northeast of Brush Creek Road and Ouzel Lane. The Town Park use will remain adjacent to the Pool and Ice Rink facility. **Figure 1** shows the site location of the proposed land use swap.

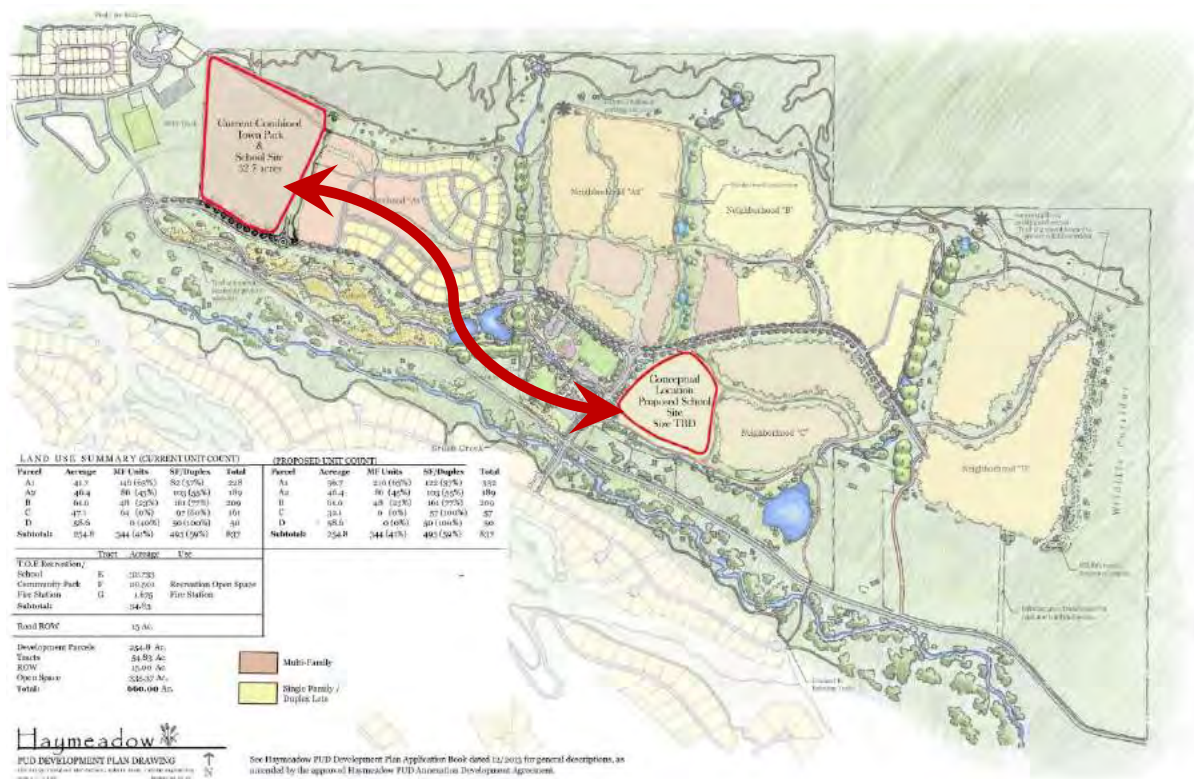


Figure 1: Proposed Land Use Swap

Project Background

The Town of Eagle previously approved a Transportation Impact Study¹ (TIS) for the Haymeadow development. Data and recommendations from this TIS are referenced in this analysis of traffic impacts from the proposed school site swap.

Trip Generation Impacts

The anticipated trip generation for each site was taken from the TIS¹. Refer to **Table 1**.

Table 1: Original Trip Generation Analysis from TIS¹

FH 6502

Hay Meadow Project

J:\3107

Haymeadow Traffic Study

Table 2. Trip Generation Estimate for the Haymeadow Development and the Recreation Facility

Parcel	ITE Code	Land Use	Size	Unit	Trip Reduction Factors			Average Daily Trips		External A.M. Peak Hour Trips				External P.M. Peak Hour Trips				
					Multi-Modal	Internal Trips and Multi-Purpose Trips	Pace-By	Rate	Total Trips with No Trip Reductions	Total External Trips With Trip Reductions	Rate	Total	In	Out	Rate	Total	In	Out
School	530/522	K - 8 School (4)	800	Students	0.10	0.375	0.00	1.36	916	459	0.47	159	87	72	0.15	51	25	28
A1	210	Single Family Detached	67	Dwelling Units	0.05	0.05	0.00	9.57	641	579	0.75	25	11	34	1.01	61	30	23
A1	230	Townhome / Condo / Apt	140	Dwelling Units	0.05	0.05	0.00	5.86	820	740	0.44	58	9	47	0.52	90	44	22
A1	(2)	Accessory Dwelling Units	10	Dwelling Units	0.05	0.05	0.00	5.86	59	53	0.44	4	1	3	0.52	5	3	2
Subtotal Parcel A1									1,528	1,372		106	21	84		132	85	47
A2	210	Single Family Detached	90	Dwelling Units	0.05	0.05	0.00	9.57	861	777	0.75	61	15	46	1.01	82	52	30
A2	230	Townhome / Condo / Apt	93	Dwelling Units	0.05	0.05	0.00	5.86	545	492	0.44	37	5	31	0.52	44	25	15
A2	(2)	Accessory Dwelling Units	13	Dwelling Units	0.05	0.05	0.00	5.86	76	69	0.44	5	1	4	0.52	6	4	2
Subtotal Parcel A2									1,482	1,338		103	22	81		132	85	47
B	210	Single Family Detached	147	Dwelling Units	0.05	0.05	0.00	9.57	1,402	1,220	0.75	100	25	75	1.01	134	84	50
B	230	Townhome / Condo / Apt	46	Dwelling Units	0.05	0.05	0.00	5.86	281	254	0.44	19	3	16	0.52	23	15	8
B	(2)	Accessory Dwelling Units	22	Dwelling Units	0.05	0.05	0.00	5.86	129	115	0.44	9	1	8	0.52	10	7	2
Subtotal Parcel B									1,817	1,600		129	29	89		157	106	65
C	210	Single Family Detached	39	Dwelling Units	0.05	0.05	0.00	9.57	342	260	0.75	60	15	45	1.01	90	50	30
C	230	Townhome / Condo / Apt	94	Dwelling Units	0.05	0.05	0.00	5.86	375	339	0.44	25	4	21	0.52	30	20	10
C	(2)	Accessory Dwelling Units	13	Dwelling Units	0.05	0.05	0.00	5.86	76	69	0.44	5	1	4	0.52	6	4	2
Subtotal Parcel C									1,293	1,167		90	20	70		116	78	42
D	210	Single Family Detached	50	Dwelling Units	0.05	0.05	0.00	9.57	478	432	0.75	34	9	25	1.01	46	25	17
D	230	Townhome / Condo / Apt	0	Dwelling Units	0.05	0.05	0.00	5.86	0	0	0.44	0	0	0	0.52	0	0	0
D	(2)	Accessory Dwelling Units	8	Dwelling Units	0.05	0.05	0.00	5.86	47	42	0.44	3	0	3	0.52	4	3	1
Subtotal Parcel D									526	474		37	9	28		50	32	18
Chic	412	Community Park (3)	13	Acres	0.15	0.50	0.00	2.28	30	13	0.01	0	0	0	0.05	0	0	0
Chic	(1)	Fire Station	2	Acres	0.00	0.00	0.00	10.00	20	20	2.00	4	3	1	2.00	4	1	3
Total External Haymeadow Trip Ends:									7,504	6,483		626	191	435		692	408	244
T.O.E. Rec.	495	Recreation Community Center	86	1,000 sq. ft.	0.10	0.10	0.00	14.00	952	771	1.02	89	54	35	1.45	90	30	50
T.O.E. Rec.	488	Soccer Complex	3	Fields	0.10	0.10	0.00	71.33	214	173	1.40	3	2	1	26.67	50	35	15
Total External Recreation Facility Trip Ends:									1,166	944		92	56	36		130	65	65
Total External Trips From Both Sites:									8,670	7,427		718	247	471		782	473	309
Total Single Family DUs:									442									
Total Multi-Family DUs:									345									
Total Accessory DUs:									98									
Total DUs:									885									

Notes:

1. No ITE information available. Trip rate for Fire Station estimated for normal daily activity (not a fire event) assuming some resident fire fighters on-site.
2. To be conservative, Accessory Dwelling Units are assumed to be similar to apartment units from a trip generation perspective.
3. Community Park will not likely host a significant event during weekday peak hours.
4. ITE school rates have been prorated as follows: 70% Elementary and 22% Middle School / Junior High School.

Table 1: Trip Generation Haymeadow June 2013

¹ Haymeadow Transportation Impact Study. Fox Tuttle Transportation Group, LLC. August 15, 2013.

A comparison of the sites to be swapped results in a net increase of daily trips for Neighborhood A. However, peak morning hourly trips are anticipated to be higher at the new school site. A comparison of the trip generation is included in **Table 2**. These trip generation calculations are based upon ITE's national trip generation methods². Reductions were already taken in the TIS for the school site's multimodal (pedestrian and bicycle), internal Haymeadow trips, and multi-purpose trips.

Table 2: Summary of Original and Proposed Trips

Time	Weekday Trips (vpd)	Peak AM Trips Inbound (vph)	Peak AM Trips Outbound (vph)	Peak PM Trips Inbound (vph)	Peak PM Trips Outbound (vph)
Neighborhood A					
Original – School Site	-459	-87	-72	-25	-26
Proposed – 112 Multifamily	+592	+7	+37	+35	+18
Difference	+133	-80	-35	+10	-8
Neighborhood B & C					
Original – 112 Multifamily	-592	-7	-37	-35	-18
Proposed – School Site	+459	+87	+72	+25	+26
Difference	-133	+80	+35	-10	+8

vpd = vehicles per day; vph = vehicles per hour

The proposed land use swap results in the following changed in traffic patterns.

- Neighborhood A
 - Net increase in daily trips of 133vpd. This increase is caused because residential units are more likely to travel throughout the day than school traffic. This daily traffic increase will not be as noticeable as hourly traffic increases.
 - Decrease of 115vph in morning traffic. This is because residential traffic is less intensive in the morning than school traffic.
 - Comparable (+2vph) evening peak hour traffic.
- Neighborhood B & C
 - Net decrease in daily trips of 133vpd.
 - Increase in morning traffic due to the school drop-off peak traffic. This is typically an intensive travel time for 20 – 30 minutes before school starts.
 - Extra 80vph inbound to the school.
 - Extra 35 vph leaving after school drop off.
 - Comparable (-2vph) evening peak hour traffic.

² Trip Generation, 8th Edition, Institute of Transportation Engineers, 2008.

The increase in daily traffic at Neighborhood A will not be noticeable on the roadway network. The daily traffic increase is anticipated because residential units are more likely to travel throughout the day than school traffic. Neighborhood A is not anticipated to see a significant impact in hourly travel.

The largest impact of the proposed land use swap is the additional 115vph caused by the morning school drop-off traffic on Neighborhood B. This traffic increase is typically caused by an intensive travel time for 20 – 30 minutes before school starts. This impact is discussed in detail below.

Morning School Traffic Impacts on Neighborhood B

The original TIS made a general assumption in applying the directional distribution of the site-generated traffic to the entire Haymeadow site. Each land use will have its own unique pattern of where cars are coming from and going to. For example, the elementary school portion of the school site will likely draw largely from the future Haymeadow residents. Therefore, the original TIS anticipated that 280 morning and 91 evening peak hour trips would be a combination of pedestrian, bicycle, internal Haymeadow trips, and multi-purpose trips such as a parent dropping off a student on their way to work. Haymeadow has incorporated numerous sidewalk and trail improvements into the development, increasing the likelihood of students walking and biking to school.

Transportation Infrastructure Impacts and Conclusion

The additional 115 vph (80vph in / 35vph out) during the school's morning drop-off caused by the school site swap would likely all be external trips, accessed by Sylvan Lake Road or Ouzel Lane.

It is likely that approximately 2/3 of the additional traffic (53vph in / 23vph out) to new school location will access the school site via Sylvan Lake Road, as it provides the fastest travel time from Eagle Ranch and the surrounding neighborhoods. This will only increase traffic on Sylvan Lake Road from the original school site to the new school site, as the traffic was previously accounted for at the original school site. The Sylvan Lake Road extension into the Haymeadow property was adequately designed with two 11' wide travel lanes and a 5-foot-wide paved shoulder on each side to serve as on-street bike lanes. The Sylvan Lake Road corridor will also include a separated 10-foot-wide bicycle/pedestrian path. This path will connect to the existing trails and sidewalks to the new Haymeadow development.

The remaining 1/3 of the additional morning traffic (27vph in / 12vph out) caused by the school site swap will likely access the school via Ouzel Lane. This may add to the southbound left turn movement from Brush Creek Road to Ouzel Lane towards the Haymeadow project. The configuration of the Brush Creek Road and Ouzel Lane intersection should be studied prior to the time of Final Plat.

The future school site should be designed to accommodate the anticipated queues within the school property. The configuration of the school site circulation will directly impact operations and travel on the adjacent street network. The school's proposed circulation and operations should be reviewed by the Town's Traffic Engineer.

Please call if you would like any additional information or have any questions regarding this matter.

Sincerely,
McDowell Engineering, LLC

A handwritten signature in black ink, reading "Kari J. McDowell".

Kari J. McDowell, PE, PTOE
Senior Traffic & Transportation Engineer

FIRST AMENDED
PUD GUIDE FOR
THE HAYMEADOW PLANNED UNIT
DEVELOPMENT

Amended and Approved,
(new date)

(February 18 revision draft)

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This document supersedes and replaces the Haymeadow PUD Guide dated March 25, 2014.

APPROVAL OF THIS PLAN CONSTITUTES A VESTED PROPERTY RIGHT
PURSUANT TO SECTION 24-68-103,C.R.S., AS AMENDED

1. PURPOSE:

The purpose of the Haymeadow PUD Guide is to serve as the governing land use regulations which will control the development of the Haymeadow PUD. The PUD Guide will serve as the “Zone District Regulations” for the PUD and is in conformance with Section 4.11.030 of the Town of Eagle Land Use and Development Code.

The Haymeadow PUD authorizes a total of 837 dwelling units, a public school facility, a fire station, active and passive parks and recreation areas, community facilities, trails and open space on 660 acres of land within the Town of Eagle, Eagle County, Colorado as described in the approved Haymeadow PUD Development Plan. Development within the PUD is administered by the Town of Eagle through the provisions of the PUD Development Plan and this PUD Guide. Building construction within the PUD is governed by the applicable Town of Eagle ordinances, rules, regulations and codes. Approval of this plan constitutes a vested property right pursuant to section 24-68-103,C.R.S., as amended.

The approved Haymeadow PUD Development Plan Drawing dated March 25, 2014 is attached to this PUD Guide as Exhibit A.

2. DEFINITIONS:

Unless otherwise defined below, all terms used in this document shall be as defined by the Town of Eagle Land Use Regulations.

A. Haymeadow PUD

The Haymeadow PUD is a zone district authorized by the Town of Eagle Ordinance No. _____, Series of 2014, and containing the property commonly known as Haymeadow.

B. Bed and Breakfast

An owner occupied dwelling unit that contains no more than four guest rooms where lodging, with or without meals, is provided for compensation.

C. Neighborhood Parcels

Areas as indicated on the approved Haymeadow PUD Development Plan for residential development, the development of which shall be regulated by this Haymeadow PUD Guide. These parcels are listed as Neighborhood A1, Neighborhood A2, Neighborhood B, Neighborhood C and Neighborhood D.

D. Planning Tracts

Areas as indicated on the approved Haymeadow PUD Development Plan and Preliminary Subdivision Plan for non-residential development, the development of which shall be regulated by this Haymeadow PUD Guide. These Tracts are listed as Tract E:

Recreation/School, Tract F: Park, Tract G: Fire Station, Tract I: Cabin, Tract J: School and Tract H: Future Development. The future resubdivision of Tract K will create additional tracts regulated by the PUD Guide. The Preliminary Plan is attached as Exhibit B.

E. Special Use

Special Use shall be as defined in Section 4.05 of the Town of Eagle Land Use and Development Code.

3. PUD ZONE DISTRICTS:

A. Residential One – Neighborhood Parcels A1, A2, B and C:

1. Purpose:
To provide sites for single family and multi-family homes on a variety of lot sizes that will maintain and reinforce the existing small town development pattern, character and architectural heritage of the Town of Eagle and to provide for mixed residential neighborhoods in order to serve the needs of the residents of Eagle. The design of neighborhoods in this district is intended to allow for flexibility, innovation and site sensitive planning that is responsive to both the design character and the functional requirements of the community.
2. Uses by Right:
 - a. One single family home on each specifically designated lot.
 - b. One duplex building (two units) on each specifically designated lot.
 - c. Multiple family residential, including condominiums, townhomes, flats or apartments, and single family or duplex cluster units on specifically designated lots.
 - d. Accessory apartment to single family dwelling as defined by the Town of Eagle (TOE) Municipal Code, not to exceed 700 square feet.
 - e. Utility service structures and buildings.
 - f. Home occupations as defined by the TOE Municipal Code.
 - g. Parks, open space and community gardens.
 - h. Model homes.
 - i. Pedestrian and bicycle trails.
 - j. Ponds, reservoirs and irrigation ditches.
 - k. Temporary construction staging areas.
 - l. Additional uses determined by the Town Planner to be similar to uses by right listed above.
 - m. Accessory uses customarily appurtenant to uses by right listed above including special events.
 - n. A Homeowner Association or Metro District operated or contracted enclosed storage building.
 - o. Typical agricultural uses may continue within each neighborhood until residential site development is initiated within the neighborhood.

- p. Mail box drop boxes or similar mail delivery facilities.
- q. Temporary sales office.

3. Special Uses:

- a. Day care of more than 8 children and elderly care.
- b. Special Events

4. Minimum Building Setback Requirements:

- a. Single family with front loaded garage:
 - 1. Front: 12.5 feet minimum setback to the front porch and /or front of the building facade. Porch steps may encroach up to 5 feet into the 12.5 foot required setback. The minimum distance from the front property line to a garage door shall be 25 feet. The maximum front setback for the front porch shall be 22 feet from the front property line.
 - 2. Side: 12.5 feet.
 - 3. Rear: 12.5 feet for one-story elements and 20 feet for two-story elements.
- b. Duplex with front loaded garage:
 - 1. Front: 12.5 feet minimum setback to the front porch and /or front of the building facade. Porch steps may encroach up to 3 feet into the 12.5 foot required setback. The maximum front setback for the front porch shall be 22 feet from the front property line. The minimum distance from the property line to a garage door facing a front property line shall be 25 feet.
 - 2. Side: 12.5 feet. The minimum distance from the side property line to a garage door shall be 33 feet for a lot with a shared driveway.
 - 3. Rear: 12.5 feet. An unenclosed, covered porch or deck may encroach up to 5 feet into the rear setback.
- c. Single family and duplex uses with alley loaded garage:
 - 1. Front: 12.5 feet to the front porch and /or front of the building facade. Porch steps may encroach up to 3 feet into the 12.5 foot required setback. The maximum front setback for the front porch shall be 22 feet from the front property line.
 - 2. Side: 12.5 feet
 - 3. Rear: 12.5 feet, however, the minimum distance from the property line to a garage door shall be 22 feet, or 24 feet to the alley travel way, whichever is more restrictive.
- d. Multiple Family:
 - 1. Front: 15 feet. The minimum distance from the front property line to a garage door shall be 25 feet.
 - 2. Side: 15 feet
 - 3. Rear: 20 feet
- e. Supplementary setback requirements:
 - 1. Roof eaves, bay window elements and similar features may encroach up to

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- 30 inches into any required setback.
2. Corner lots shall require compliance with the front setback standards on each side of the lot that fronts a public street.
3. There shall also be a 50 foot building setback from Sylvan Lake Road in Neighborhood A1 and A2.

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5. Maximum Building Height:
35 feet.

6. Maximum Lot Coverage:
 - a. Residential Multi-Family
 1. Building 60%
 2. All impervious materials - 70%
 - b. Residential Single Family
 1. Building 40%
 2. All impervious materials - 60%

7. Maximum Density:
The maximum density shall not exceed 15 dwelling units per gross acre for development within any Multi-Family Tract as shown on the initial Final Plat for each Neighborhood.

8. Neighborhood A1 Core Trail:
The Multi-Family buildings in west/central area of Neighborhood A-1 shall be configured in such a manner to accommodate an alignment of the future 10 foot wide asphalt trail identified on the Neighborhood A-1, Phase 1 Trails Plan as described below.

This trail will serve as a main route for children to access the park site at a location close to the north side of the school's vehicular access system. This trail shall be configured to encourage use by children and designed in such a manner that provides direct views of the park site where possible and places a strong emphasis on safety at roadway crossings. This portion of the trail system will be approved by the Town as part of the Development Permit review process for the adjacent multi-family buildings and the trail shall be constructed concurrent with the multi-family units.

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Deleted: In the event construction is initiated on the school prior to completion of the trail, the developer shall cause completion of this trail prior to the opening of the school....

9. Supplemental requirements:
The minimum depth for first floor front porches shall be 7 feet.

B. Residential Two – Neighborhood D:

1. Purpose:
To provide sites for lower density single family homesites.
2. Uses by Right:
 - a. Single family dwelling units not to exceed 7,000 square foot maximum size.
 - b. Accessory apartment to single family dwelling as defined by the Town of Eagle Municipal Code, not to exceed 700 square feet.

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- c. Model homes.
 - d. Parks, open space and community gardens.
 - e. Home occupations.
 - f. Utility service structures and buildings/ maintenance facilities.
 - g. Pedestrian and bicycle trails.
 - h. Ponds, reservoirs and irrigation ditches.
 - i. Temporary construction staging areas.
 - j. Additional uses determined to be similar to uses by right listed above.
 - k. Accessory uses customarily appurtenant to uses by right listed above.
 - l. Accessory buildings may include detached garages, sheds and similar structures.
 - m. Temporary tree farm
 - n. Typical agricultural uses may continue within the neighborhood until residential site development is initiated.
 - o. Mail box drop boxes or similar mail delivery facilities.
 - p. Temporary sales office.
3. Special Uses:
- a. Day care of more than 8 children and elderly care.
 - b. Bed and breakfast.
 - c. Gravel borrow pit for on-site use.
 - d. Special Events
4. Minimum Building Setback Requirements:
- a. Front: 25 feet
 - b. Side: 15 feet
 - c. Rear: 20 feet.
5. Supplementary setback requirements:
- a. Corner lots shall require compliance with the front setback standards on each side of the lot that fronts a public street.
 - b. Roof eaves, bay window elements and similar features may encroach up to 30 inches into any required setback.
 - c. All garage doors shall be a minimum of 25 feet from the facing property line.
6. Maximum Building Height:
35 feet.
7. Maximum Lot Coverage:
- a. Building - 30%
 - b. All impervious materials - 50%
8. Building Envelopes:
The Subdivision Final Plat or Plats for Neighborhood D shall contain appropriate notations requiring building envelopes to be designated on certain lots prior to any site grading or other disturbance of the designated lot. Specifically, any lot over 1/2 acre shall be limited to a building envelope of 15,000 square feet. Application(s) for Subdivision

Final Plat shall include a supplemental exhibit specifying lots requiring building envelopes. Upon approval of such supplemental exhibit by the Town Planner, any modification of such supplemental exhibit shall require approval from the Town. The owner of such lot shall propose a building envelope as part of the application for design review and building permit. The proposed building envelope shall comply with all criteria affecting building envelopes contained in the Design Guidelines as approved by the Town, and shall be so indicated graphically on a landscape/ site plan. This landscape/site plan shall also include calculations to indicate the building envelope does not exceed 15,000 sq. ft. The Town reserves the right not to issue a building or site improvement permit until a building envelope, if required, that complies with all approved Design Guideline criteria has been approved by the Design Review Committee.

As used in this document, the term "building envelope" shall be deemed to include the residence, any allowable accessory buildings, driveways, walkways, patios, and landscaped areas.

All portions of a lot outside of the designated 15,000 square foot building envelope shall maintain the existing pasture grasses or be landscaped in a dryland, native or xeric style that requires minimal irrigation. Any landscaping of this area shall require approval by the DRB.

9. Wildlife Corridor and Berm:

At the time of the first subdivision plat for Neighborhood D a 500 foot wide wildlife corridor shall be established on the adjacent open space to the east of Neighborhood D, as indicated on the approved PUD Development Plan attached as Exhibit A. If at this time a corresponding 500 foot wide wildlife corridor has not been provided or committed on the adjacent Adam Rib Ranch property, then a 1000 foot wide corridor is required on the Haymeadow Planned Unit Development. At the time of this final plat a deed restriction shall be placed on this wildlife corridor to guarantee its protection. This corridor shall be maintained in agricultural production.

The construction of a landscape screening berm shall be included in the public improvements for Neighborhood D. The purpose of this landscape screening berm is to provide visual buffer between the animals using the wildlife corridor and the activity associated with Neighborhood D. The final plat or deed restriction will include language that ensures this landscape screen/ berm is a permanent landscape feature. A conceptual graphic that illustrates the intent of the landscape berm is attached as Exhibit C.

C. Recreation Open Space – Tract E, Town of Eagle Recreation Site:

1. Purpose:
To provide a land area for a recreation site to be dedicated to the Town of Eagle.
2. Uses by Right:
 - a. Indoor and outdoor recreation and entertainment facilities.
 - b. Parks and picnic facilities.
 - c. Community Center.
 - d. Cultural and educational buildings and activities.
 - e. Concessions, food and beverage service.
 - f. Special events including sports events and tournaments, entertainment and cultural events.
 - g. Public Administration building.
 - h. Administration/Maintenance facilities.
 - i. Equestrian, pedestrian and bicycle trails.
 - j. Dog park.
 - k. Community gardens.
 - l. Playgrounds, play equipment and water features.
 - m. Temporary structures, tents and trailers associated with special events.
 - n. Landscape improvements.
 - o. Lakes, ponds, reservoirs and irrigation ditches
 - ~~p.~~ Special events utilizing either indoor or outdoor facilities of the ~~park~~, including sporting, cultural or entertainment events.
 - ~~q.~~ Temporary construction/administration office.
 - ~~r.~~ Agricultural uses.
 - ~~s.~~ Public or private roads and utilities including bridges, utility, improvements, lines and mains, facilities, services and buildings.
 - ~~t.~~ Additional uses determined to be similar to uses by right listed above.
3. Minimum Building Setback Requirement:
There shall be a 25 foot building setback from all lot lines that front public roads, except from Sylvan lake Road where a 50 foot setback shall be required. From other lot lines there shall be no minimum except must be sufficient to accommodate utilities, drainage, access, fire and building code regulations.
4. Maximum Building Height:
35 Feet. Architectural features such as a tower, cupola or other architectural focal point may have a maximum height of 42 feet if approved by the Haymeadow Design Review Board.
5. Density Allowance:
N/A
6. Maximum Site Coverage:
N/A

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D. Natural Open Space Tracts - OS-A, OS-B & OS-C, as labeled on the Preliminary Subdivision Plan, as well as future open space Tracts which will be created through resubdivision of Tract H of the PUD Preliminary Subdivision Plan. The approved PUD Development Plan depicts the general location and size of the future Open Space and Neighborhood areas within Tract H. The PUD Preliminary Subdivision Plan is attached as Exhibit B.

1. Purpose:
To provide sites for natural open space, active recreation, agricultural uses, trails and park facilities, water storage and drainage improvements and landscape improvements.
2. Uses by Right:
 - a. Equestrian, pedestrian and bicycle trails.
 - b. Landscape Improvements.
 - c. Lakes, ponds, reservoirs and irrigation ditches.
 - d. Shade shelters and picnic facilities.
 - e. Public or private roads, trailhead parking, restrooms, and utilities including bridges and utility improvements, tanks, lines, mains, pumphouses, facilities, services and buildings.
 - f. Agricultural uses and associated facilities.
 - g. Community gardens and associated facilities.
 - h. Dog parks.
 - i. Special events associated with agricultural facilities, community garden facilities, trails and trailheads, such as athletic, entertainment or cultural events.
3. Building Setback requirement
25 feet
4. Maximum Building Height
35 feet
5. Gross Density Allowance:
N/A
6. Maximum Site Coverage:
N/A
7. Supplemental Requirements:
The design and placement of recreation trails adjacent to the eastern wildlife corridor and open space shall minimize the impact of recreation users upon wildlife.

Deleted: j. Weddings and community events hosted at the existing cabin and the surrounding area, which shall include the right to improve said structure and seasonally install an outdoor tent from May through October.

E. Fire Station - Tract G:

1. Purpose:
To provide a site for a fire station and related improvements.
2. Uses by Right:
 - a. Fire station and related ancillary facilities, which may include, but not be limited to, offices, meeting rooms, training areas, crew quarters and temporary residences for fire fighters.
 - b. Additional uses determined to be similar to uses by right listed above.
 - c. Accessory uses customarily appurtenant to uses by right listed above.
3. Building Setback Requirement:
There shall be a 25' building setback from all lot lines.
4. Maximum Building Height:
35 feet. Architectural features such as a tower, cupola or other architectural focal point may have a maximum height of 42 feet if approved by the Haymeadow Design Review Board.
5. Haymeadow DRB approval and Town of Eagle Development Permit approval will be required prior to construction of buildings or alteration of the site.

F. Trailhead Park – Tract F

1. Purpose:
To provide a site for active park and recreation facilities, formal and informal play fields, open space, ponds and water features, stream corridors and recreation trails, community buildings and facilities.
2. Uses by Right:
 - a. Indoor and outdoor recreation and entertainment facilities.
 - b. Parks and picnic facilities.
 - c. Community Center.
 - d. Cultural and educational buildings and activities.
 - e. Concessions, food and beverage service.
 - f. Special events including sports events and tournaments, entertainment and cultural events.
 - g. Administration/Maintenance facilities.
 - h. Homeowner Association or Metro District operated or contracted enclosed storage or administration building.
 - i. Equestrian, pedestrian and bicycle trails.
 - j. Dog park.
 - k. Community gardens.
 - l. Playgrounds, play equipment and water features.
 - m. Temporary structures, tents and trailers associated with special events.

- n. Landscape improvements.
 - o. Lakes, ponds, reservoirs, raw water irrigation structures and facilities and irrigation ditches.
 - p. Temporary construction/administration/sales office. Public or private roads and utilities including bridges, utility, improvements, lines and mains, facilities, services and buildings.
 - q. Agricultural uses.
 - r. Additional uses determined by the Town Planner to be similar to uses by right listed above.
3. Building Setback Requirement:
There shall be a 25' building setback from all lot lines.
4. Maximum Building Height:
35 feet. Architectural features such as a tower, cupola or other architectural focal point may have a maximum height of 42 feet if approved by the Haymeadow Design Review Board.

G. Cabin – Tract I

1. Purpose:

To provide a venue for special events including but not limited to weddings, community and corporate events including overnight stays by guests for no more than two consecutive nights.

2. Uses by Right:

- a. Cabin with kitchen, bathrooms and dressing/bedroom rooms.
- b. Indoor and outdoor special events limited to a maximum of 170 attendees.
- c. Landscape Improvements
- d. Seasonal tents for special events
- e. Parking for no more than 20 vehicles
- f. Portable self contained restrooms.
- g. Equestrian, bicycle and pedestrian trails.

3. Building setback requirement: 25 feet from all lot lines

4. Maximum Building Height 24 feet

5. Gross Density Allowance: One Dwelling Unit not to exceed 2,500 square feet

6. Maximum site coverage: N/A

7. Supplementary Regulations:

- a. Special Events utilizing outdoor space shall not be allowed on a seasonal basis between the dates of December 1 to May 15.
- b. No amplified music shall be allowed between the hours of 11:00 pm and 9:00 am.
- c. Water and wastewater connection to the cabin shall be completed at the time those utilities are extended into Neighborhood D.
- d. Special Event parking for events larger than 20 attendees shall be accommodated on ABRIKA owned Haymeadow property or guests shall be shuttled in from private offsite locations. No off-site parking in public parking lots or on Town of Eagle property or road right of ways shall be permitted.

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H. School – Tract I

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8. Purpose:

To provide a land for a school site to be dedicated to the Eagle County School District.

9. Uses by Right:

h. Public and /or private school and related ancillary facilities, which may include but not limited to, classrooms, common areas, gymnasiums, cafeterias, theaters, offices, meeting rooms, parking and outdoor recreation, athletic and teaching facilities. A bus barn or dedicated overnight vehicle storage would not be considered a use-by-right..

i. Indoor and outdoor special events.

10. Building setback requirement: 25 feet from all lot lines

Maximum Building Height 35 feet.. Architectural features such as a tower, cupola or other architectural focal point may have a maximum height of 42 feet if approved by the Haymeadow Design Review Board.

11. Gross Density Allowance: N/A

12. Maximum site coverage: N/A

4. DENSITY CONTROL

Allowable maximum densities for each Neighborhood Parcel are set forth within the following density chart; provided however, that any Neighborhood Parcel may contain up to 1.25 times the total number of allowable dwelling units as described below. Any such increase in density of a Neighborhood Parcel shall be offset by an equal decrease in density from another Neighborhood Parcel. The intent of this provision is to allow flexibility in planning to take into account varying site conditions, market conditions and other design factors. There shall be no transfer of density allowed into Neighborhood D.

In no event shall the total number of residential units in all planning parcels within the Haymeadow PUD combined exceed 837 units. Accessory dwelling units not exceeding seven hundred (700) square feet appurtenant to single family dwellings shall not be included in such limitation.

The combination of two or more existing residential units into a lesser number of units shall first be approved by the Haymeadow Design Review Board and the Town Planner if any of such units have been designated as an affordable housing unit pursuant to the Town of Eagle Local Employee Residence Program. Approval by the Town shall be granted if such combination is in conformance with this PUD Guide and any applicable building codes.

However, residential units designated as affordable housing units shall not be combined if such combination would reduce the total number of affordable housing units below the minimum number of required affordable housing units required under the Town's Local Employee Residence Program.

The Haymeadow Homeowners (Design Review Board) and the Town of Eagle shall have all remedies available to them at law or in equity to enforce the provisions of this Section.

Accompanying each Final Plat and Development Permit application shall be an inventory of dwelling units that have been approved by previously final plats and/or Development Permits for each respective Neighborhood.

Neighborhood	Single Family/Duplex	Multi-Family	Total # D.U.
A1	82	258	340
A2	103	86	189
B	161	0	161
C	97	0	97
D	50	0	50
TOTAL	493	344	837

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Density within each neighborhood has been defined in the PUD Development Plan and the PUD Guide as two unit types: Multi-Family and Single Family/Duplex. Up to 25% of the units identified as Multi-Family may be converted to Single Family/Duplex units and allowed in areas referenced as Multi-Family on the PUD Zoning Plan. No additional density beyond the 837 approved units is allowed.

5. PARKING REQUIREMENTS

All uses within Haymeadow will be subject to the parking standards of the Town of Eagle Land Use & Development Code with the following exceptions. Any on-street parking spaces shall be constructed as guest or park parking and may not be counted toward fulfilling residential parking requirements. Each single-family or duplex residence shall have a minimum of two on site parking spaces in addition to any garage space. These parking spaces shall fit within the property and not overhang any public walkway or travel way. Any accessory dwelling associated within a single family residence shall have one dedicated on-site parking space. A Bed and Breakfast use as defined in this PUD Guide shall provide the required single family parking plus one additional parking space per guest room.

6. DESIGN REVIEW

Design guidelines shall be prepared which will establish architectural and building material standards, landscape design, urban design, site design standards and a design review process for development within Haymeadow. These guidelines shall be approved and in place for any area of the Haymeadow PUD prior to the approval of any Subdivision Final Plat for that area. The Design Guidelines shall be submitted to the Town for review and approval by the Town Board using the Major Development Permit Review process. Subsequent major revisions to the

guidelines shall be subject to the same review and approval process of the Town of Eagle.

The Haymeadow Home Owners Association shall establish a Haymeadow Design Review Board that shall have authority and responsibility over the design review process. In the event that the Haymeadow Design Review Board ceases to fulfill its duties as described in the guidelines the Town of Eagle may assume the role of the Design Review Board.

All projects requiring a Town of Eagle permit shall adhere to the standards of this PUD and, where not specifically covered, the provisions of the Town of Eagle Land Use Code.

Applicants for all new development proposals, new buildings or building modifications, new landscaping or landscaping modifications, as defined in the adopted design guidelines, shall submit such proposals for review and approval by the Design Review Board.

The Town of Eagle shall not issue a building permit or grading permit without prior approval by the Design Review Board as demonstrated by drawings stamped as approved by the Design Review Board.

1. **Architectural Design Standards:**

The site design concept for Haymeadow, and for Neighborhood A in particular, is to create pedestrian friendly, walkable well-connected neighborhoods. A streetscape plan that includes a wide planting strip with street trees and sidewalks along both sides of the street will frame the residential development.

In the single family and duplex neighborhoods relatively narrow lots with uniform building setbacks, recessed garages and a well-established front porch element will create a strong neighborhood pattern. As the development progresses into Neighborhoods B, C and D the approved PUD Development Plan density decreases and the narrow lot pattern and streetscape design may become more relaxed.

Multi-family buildings will also be oriented to respect the streetscape while providing off-street parking. The buildings will be arranged to also focus on courtyard and open space access that will maintain a less formal but equally inviting pedestrian neighborhood quality.

The architecture of the Haymeadow community will both integrate with and enhance the beauty of the Town of Eagle and the Brush Creek valley. The intended goal is to develop a series of neighborhoods at ease with the surrounding ranching setting that look and feel like a natural evolution of the greater Eagle community. This will be assured through the development, adoption and enforcement of design guidelines that:

- a. Establish design and construction standards that both fit in the setting and ensure a consistent high level of quality across a wide array of housing types;
- b. Respond to the unique attributes and sensitivities of the site which are reflected in the design tenets underlying the plan;
- c. Implement a diverse but cohesive, unified and balanced architectural and landscape theme;

- d. Control massing of buildings to be appropriate in scale and context;
- e. Site structures in a manner which responds to existing physical site features, maximizes vistas, privacy and addresses energy usage ;
- f. Utilize forms and materials that honor the site's cultural history.

The Applicant has begun to develop housing designs that are illustrative of its vision for the property and are attached as Exhibit D.

These illustrative drawings:

- are examples of the type and style of housing that can be achieved in each residential building type. The architectural character will offer variety but will also include a style that ties together the single family and multi-family building types;
- reflect the general design principals outlined above which are the framework to be expanded upon and implemented in future design guidelines.

The architecture of the Haymeadow Community is inspired by the natural materials and simple gathered forms of the surrounding historic Colorado ranch compounds. These typical asymmetric historic buildings which evolved over time have a casual and intimate architecture which is at harmony with the land. The proposed palette of natural earth colored stucco, timbers and stained wood sidings will give the buildings a natural patina that will blend in with the surroundings. The architecture of the community will be rooted in the history of the place.

The main element of the house should typically be two stories in height and typically have gable roof(s) with smaller attached one-story elements with typical shed roofs. Buildings are generally taller in the middle and step down at ends with typically one and a half story massing at the sides of the house and should step with grade to minimize site grading.

Primary building materials/colors must be muted tones derived from the earth, trees and rock outcroppings of the surroundings environment.

2. Environmental Building Practices:

- a. Low environmental impact and energy efficiency approaches to site planning, design, landscaping and construction are highly encouraged.
- b. Owners are encouraged to review LEED guidelines published by the US Green Building Council (www.usgbc.org) which encourage energy efficiency, resource efficiency and healthy indoor air quality.
- c. Passive and active solar is highly encouraged. Hot water and photo voltaic solar panels are encouraged to be well planned and integrated in to the architectural design. Panels should be installed in the same plane as the roofs and close to flush with the roof. Solar panels and all associated mounting brackets and hardware shall be all black. No bright shiny metal elements are allowed.

3. **Landscape Design Standards:**

Landscape Design Standards will be written and adopted as an integral part of the overall design guidelines. The intent of the landscape design guidelines will be provide standards for landscaping and water conservation within the PUD that enhance and maintain the character of the residential neighborhoods and public spaces of the Haymeadow PUD. The Landscape Design Guidelines shall comply with the Town of Eagle Water Efficiency & Conservation plan as applicable. This will be accomplished by:

- a. Setting minimum and maximum standards for planting within residential and public spaces.
- b. Promoting the conservation of water through selection of proper plant palettes and the use of efficient irrigation techniques.
- c. Controlling the spread of noxious weeds and invasive plant species.

4. **Illumination Design Standards:**

Illumination design standards for residential and public uses shall be included within the approved design guidelines. The intent of these standards will be to provide compliance with adopted Town of Eagle lighting requirements and appropriate dark sky practices.

5. **Fencing Design Standards:**

Fencing design standards shall be included within the approved design guidelines. The intent of these standards will be to provide a compatible appearance among residential properties and to regulate the structure, location, height, color and materials of fencing prior to installation. Where appropriate and as required, wildlife friendly fencing will be specified.

6. **Specific Design Considerations:**

Specific design considerations have been discussed with the Town of Eagle through the Haymeadow PUD Development Plan approval process. This section of the PUD provides a commitment to incorporate certain design considerations into the Haymeadow Design Guidelines.

- a. Final Plat and Development Permit applications shall include site and landscape design considerations for each Sylvan Lake Road intersection that creates key visual corridors into the adjacent neighborhood, creating a sense of welcome and entry. This is of specific importance at the school road intersection.
- b. Any development plan that includes a enclosed storage building or a HOA/Metro District maintenance yard shall include appropriate landscape screening to screen the view from the public street. Any yard and building plan structures shall require approval of the Haymeadow Design Review Board.
- c. Cedar or other wood shake shingle products shall not be allowed as a roofing material.
- d. Multi-Family development and Fire Station shall be subject to Town of Eagle Development Permit review as outlined in Section 4.06 of the Town of Eagle Land Use and Development Code.

7. SIGNS

Sign regulations shall meet the Town of Eagle sign code; unless a comprehensive Haymeadow Sign Program is approved by the Town of Eagle.

8. DOGS AND PET CONTROL

Each dwelling unit will be permitted to house up to two dogs and offspring up to three months old. Residents will be prohibited from harboring dogs on their property unless they have adequate facilities (i.e., animals kept in residence, a fenced yard, an electronically fenced yard, dog run, or kennel) to contain the animals. Enclosed runs must be located immediately adjacent to the home, within the lot's building envelope if an envelope is required, and shall not exceed 1,000 square feet. If facilities are inadequate to contain the dog(s), the animals will be immediately removed from the subdivision until adequate structures can be built.

At no time are dogs to be allowed to run freely, other than within designated leash free dog parks. Haymeadow shall be subject to any and all leash laws and other pet regulations as adopted by the Town of Eagle.

Stray dogs may also be controlled by the Town and/or County and Colorado Department of Parks and Wildlife (CDPW). Homeowners not in compliance with these dog restrictions will be responsible for any and all costs incurred by the Town, County, and/or CDPW for enforcing these provisions.

Contractors, subcontractors and other construction related visitors shall be prohibited from bringing dogs onto the Haymeadow PUD.

9. FENCING

Any fencing separating a residential lot from adjacent natural open space shall be required to meet the wildlife friendly fencing guidelines of Colorado Parks and Wildlife.

The Haymeadow Metro District and/or Homeowners Association shall be responsible for maintaining a fence at appropriate perimeter sections of the PUD to keep cattle grazing on adjacent lands from entering the Haymeadow PUD.

10. TOWN OF EAGLE DEVELOPMENT PERMIT

All multi-family buildings, the fire station, school and Trailhead Park pavilion building shall be required to obtain a Development Permit pursuant to Section 4.06 of the Town of Eagle Land Use and Development Code

11 TRASH RECEPTACLES

Single family residences within the Haymeadow PUD shall be restricted from storing or leaving

trash receptacles outside overnight. Trash receptacles shall be placed outside on the day of pick-up and shall be returned to an indoor location the same day.

Multi-family buildings shall provide wildlife resistant trash enclosure structures consistent with the approved Design Guidelines.

12. CONFLICTS

The specific provisions of this Guide shall supersede those of the Town of Eagle Land Use Regulations. However, where the Guide does not address an issue, the specific provisions of the Town of Eagle Land Use Regulations shall prevail. In cases of dispute or ambiguity, the Board of Trustees shall act to interpret.

13. AMENDMENTS TO THE HAYMEADOW PUD GUIDE, PUD DEVELOPMENT PLAN AND SUBDIVISION PLANS

It is anticipated that modifications or amendments to this PUD Guide, the PUD Development Plan, and Subdivision Plans will be necessary from time to time as Haymeadow progresses. This PUD Guide provides for two types of modifications or amendments: minor and major.

A. Minor Modifications:

Minor modifications are those changes which will not alter the original project concept but which may result in minor changes in the design of Haymeadow. Minor modifications include, but are not limited to internal road alignment alterations, minor adjustments to parcel boundaries, building envelope changes, and additions of land uses not previously listed but determined to be similar to listed uses. Minor adjustments to Planning Parcel boundaries shall be defined as:

Change in land use of a parcel of property not to exceed 20,000 square feet to conform to the land use of property immediately adjacent to it, provided however, that the provisions of this article shall not apply to property adjacent to any parcel of property the land use of which has previously been changed pursuant to the provisions of this article. Minor modification shall also include any decrease in size of a Neighborhood Residential parcel that is offset by an equal increase in an open space parcel.

Minor modifications may be authorized by the Town of Eagle Zoning Administrator upon written request. The Zoning Administrator shall act upon any minor modification request within 30 days of such a request. Any decision by the Zoning Administrator may be appealed in writing to the Eagle Board of Trustees within 30 days of such decision.

B. Major Modifications:

Major modifications are those changes not considered to be minor modifications and are changes that could alter the character or land use of a portion of the project.

Major modifications shall include:

1. Any increase in the total number of residential units.
2. Any change in land use designation of any parcels within the PUD, except as provided above.
3. Any additional of land into the PUD.

Major modifications shall be under the authority of the Eagle Board of Trustees. Applications for major modifications shall be heard in public hearing by the Board after receiving a recommendation from the Planning and Zoning commission. The Town Board shall approve the modification if it is found that the modification is consistent with the efficient development of the entire PUD and does not substantially affect the enjoyment of land abutting the PUD or the public interest.

Approved by Abrika Properties, LLC, the developer of the Haymeadow PUD, this _____ day of _____, 2014.

By: _____

TOWN of EAGLE Signature block:

Approved by the TOWN OF EAGLE, COLORADO, a municipal corporation acting by and through its Board of Trustees, this _____ day of _____, 2014.

_____, Mayor

ATTEST:

Town Clerk

Traffic Memorandum

To: Brandon Cohen
Abrika Properties, LLC
8250 SW 27th Avenue
Ocala, FL 34476

From: Kari J. McDowell Schroeder, PE, PTOE

Date: October 16, 2020

Re: **Haymeadow School Site Swap – Traffic Memo**
Eagle, Colorado

Abrika Properties, the developer of Haymeadow, is proposing to swap two land uses internal to the Haymeadow site. The development's current school site is located adjacent to the Town of Eagle's Pool and Ice Rink facility, on the northwest corner of the Haymeadow site. The applicant is proposing to swap the location of the school site with 112 multifamily units located on the northeast of Brush Creek Road and Ouzel Lane. The Town Park use will remain adjacent to the Pool and Ice Rink facility. **Figure 1** shows the site location of the proposed land use swap.

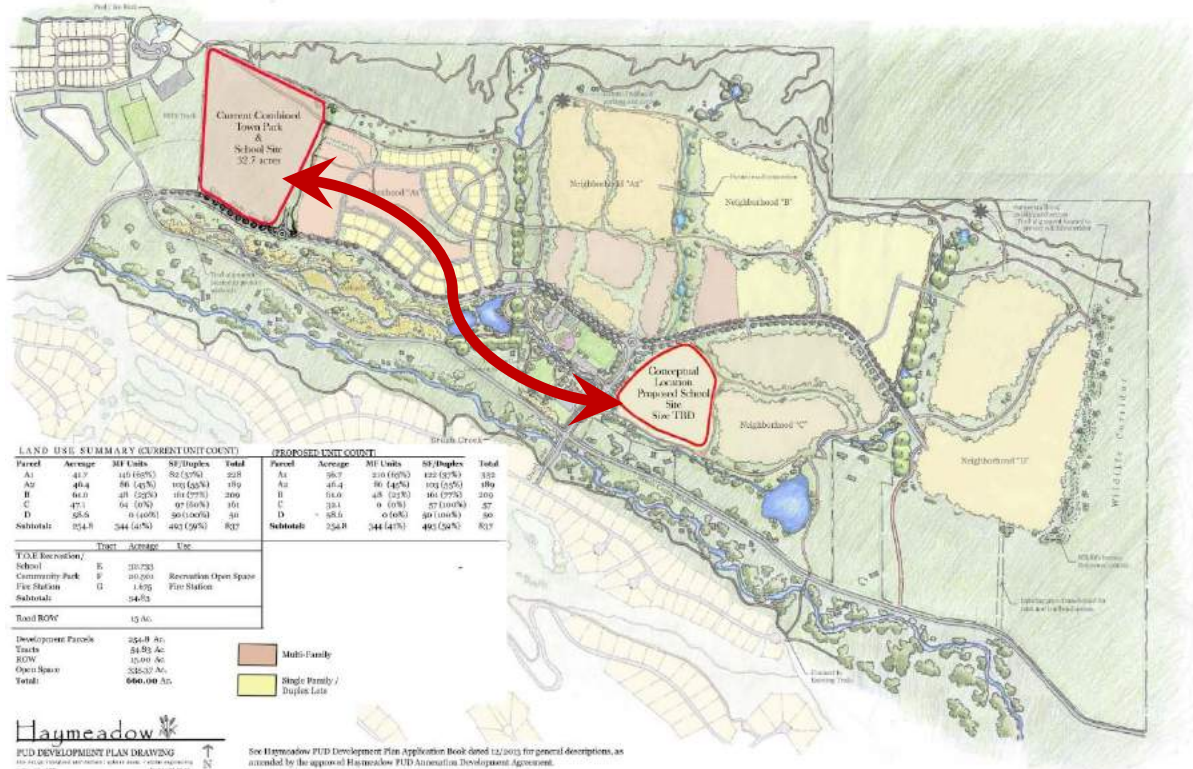


Figure 1: Proposed Land Use Swap

Project Background

The Town of Eagle previously approved a Transportation Impact Study¹ (TIS) for the Haymeadow development. Data and recommendations from this TIS are referenced in this analysis of traffic impacts from the proposed school site swap.

Trip Generation Impacts

The anticipated trip generation for each site was taken from the TIS¹. Refer to **Table 1**.

Table 1: Original Trip Generation Analysis from TIS¹

PH 08025 Hay Meadow Project 8/13/2013

Haymeadow Traffic Study

FOX TUTTLE

Table 2. Trip Generation Estimate for the Haymeadow Development and the Recreation Facility

Parcel	ITE Code	Land Use	Size	Unit	Trip Reduction Factors			Average Daily Trips		External A.M. Peak Hour Trips				External P.M. Peak Hour Trips				
					Multi-Modal	Internal Trips and Multi-Purpose Trips	Pass-By	Rate	Total Trips with No Trip Reductions	Total External Trips With Trip Reductions	Rate	Total	In	Out	Rate	Total	In	Out
School	520/522	K - 8 School (4)	600	Students	0.10	0.375	0.00	1.36	816	459	0.47	159	87	72	0.15	51	25	26
A1	210	Single Family Detached	67	Dwelling Units	0.05	0.05	0.00	9.57	641	579	0.75	25	11	34	1.01	61	30	23
A1	230	Townhome / Condo / Apt	140	Dwelling Units	0.05	0.05	0.00	5.88	820	740	0.44	56	9	47	0.52	90	44	22
A1	(2)	Accessory Dwelling Units	10	Dwelling Units	0.05	0.05	0.00	5.88	59	53	0.44	4	1	3	0.52	5	3	2
Subtotal Parcel A1									1,520	1,372		105	21	84		132	85	47
A2	210	Single Family Detached	90	Dwelling Units	0.05	0.05	0.00	9.57	861	777	0.75	61	15	48	1.01	82	52	30
A2	230	Townhome / Condo / Apt	93	Dwelling Units	0.05	0.05	0.00	5.88	545	492	0.44	37	5	31	0.52	44	29	15
A2	(2)	Accessory Dwelling Units	13	Dwelling Units	0.05	0.05	0.00	5.88	76	69	0.44	5	1	4	0.52	6	4	2
Subtotal Parcel A2									1,482	1,338		103	22	81		132	85	47
B	210	Single Family Detached	147	Dwelling Units	0.05	0.05	0.00	9.57	1,407	1,220	0.75	100	25	75	1.01	134	84	50
B	230	Townhome / Condo / Apt	48	Dwelling Units	0.05	0.05	0.00	5.88	281	254	0.44	19	3	16	0.52	23	15	8
B	(2)	Accessory Dwelling Units	22	Dwelling Units	0.05	0.05	0.00	5.88	129	115	0.44	9	1	8	0.52	10	7	3
Subtotal Parcel B									1,817	1,640		128	29	99		167	106	61
C	210	Single Family Detached	88	Dwelling Units	0.05	0.05	0.00	9.57	842	760	0.75	60	15	45	1.01	80	50	30
C	230	Townhome / Condo / Apt	94	Dwelling Units	0.05	0.05	0.00	5.88	375	338	0.44	25	4	21	0.52	30	20	10
C	(2)	Accessory Dwelling Units	13	Dwelling Units	0.05	0.05	0.00	5.88	76	69	0.44	5	1	4	0.52	6	4	2
Subtotal Parcel C									1,293	1,167		90	20	70		116	74	42
D	210	Single Family Detached	50	Dwelling Units	0.05	0.05	0.00	9.57	478	432	0.75	34	9	25	1.01	46	29	17
D	230	Townhome / Condo / Apt	0	Dwelling Units	0.05	0.05	0.00	5.88	0	0	0.44	0	0	0	0.52	0	0	0
D	(2)	Accessory Dwelling Units	8	Dwelling Units	0.05	0.05	0.00	5.88	47	42	0.44	3	0	3	0.52	4	3	1
Subtotal Parcel D									526	474		37	9	28		50	32	18
Civic	412	Community Park (3)	13	Acres	0.15	0.50	0.00	2.28	30	13	0.01	0	0	0	0.06	0	0	0
Civic	(1)	Fire Station	2	Acres	0.00	0.00	0.00	10.00	20	20	2.00	4	3	1	2.00	4	1	3
Total External Haymeadow Trip Ends:									7,504	6,483		626	191	435		682	408	244
T.O.E. Rec.	495	Recreation Community Center	88	1,000 sq. ft.	0.10	0.10	0.00	14.00	952	771	1.62	89	54	35	1.45	90	30	50
T.O.E. Rec.	488	Soccer Complex	3	Fields	0.10	0.10	0.00	71.33	214	173	1.40	3	2	1	20.67	50	35	15
Total External Recreation Facility Trip Ends:									1,166	944		92	56	36		130	65	65
Total External Trips From Both Sites:									8,670	7,427		718	247	471		782	473	309
Total Single Family DUs:									442									
Total Multi-Family DUs:									345									
Total Accessory DUs:									66									
Total DUs:									853									

Notes:

1. No ITE information available. Trip rate for Fire Station estimated for normal daily activity (not a fire event) assuming some resident fire fighters on-site.
2. To be conservative, Accessory Dwelling Units are assumed to be similar to apartment units from a trip generation perspective.
3. Community Park will not likely host a significant event during weekday peak hours.
4. ITE school rates have been prorated as follows: 78% Elementary and 22% Middle School / Junior High School.

Table 1: trip generation Haymeadow June 2013

¹ Haymeadow Transportation Impact Study. Fox Tuttle Transportation Group, LLC. August 15, 2013.

A comparison of the sites to be swapped results in a net increase of daily trips for Neighborhood A. However, peak morning hourly trips are anticipated to be higher at the new school site. A comparison of the trip generation is included in **Table 2**. These trip generation calculations are based upon ITE's national trip generation methods². Reductions were already taken in the TIS for the school site's multimodal (pedestrian and bicycle), internal Haymeadow trips, and multi-purpose trips.

Table 2: Summary of Original and Proposed Trips

Time	Weekday Trips (vpd)	Peak AM Trips Inbound (vph)	Peak AM Trips Outbound (vph)	Peak PM Trips Inbound (vph)	Peak PM Trips Outbound (vph)
Neighborhood A					
Original – School Site	-459	-87	-72	-25	-26
Proposed – 112 Multifamily	+592	+7	+37	+35	+18
Difference	+133	-80	-35	+10	-8
Neighborhood B & C					
Original – 112 Multifamily	-592	-7	-37	-35	-18
Proposed – School Site	+459	+87	+72	+25	+26
Difference	-133	+80	+35	-10	+8

vpd = vehicles per day; vph = vehicles per hour

The proposed land use swap results in the following changed in traffic patterns.

- Neighborhood A
 - o Net increase in daily trips of 133vpd. This increase is caused because residential units are more likely to travel throughout the day than school traffic. This daily traffic increase will not be as noticeable as hourly traffic increases.
 - o Decrease of 115vph in morning traffic. This is because residential traffic is less intensive in the morning than school traffic.
 - o Comparable (+2vph) evening peak hour traffic.
- Neighborhood B & C
 - o Net decrease in daily trips of 133vpd.
 - o Increase in morning traffic due to the school drop-off peak traffic. This is typically an intensive travel time for 20 – 30 minutes before school starts.
 - Extra 80vph inbound to the school.
 - Extra 35 vph leaving after school drop off.
 - o Comparable (-2vph) evening peak hour traffic.

² Trip Generation, 8th Edition, Institute of Transportation Engineers, 2008.

The increase in daily traffic at Neighborhood A will not be noticeable on the roadway network. The daily traffic increase is anticipated because residential units are more likely to travel throughout the day than school traffic. Neighborhood A is not anticipated to see a significant impact in hourly travel.

The largest impact of the proposed land use swap is the additional 115vph caused by the morning school drop-off traffic on Neighborhood B. This traffic increase is typically caused by an intensive travel time for 20 – 30 minutes before school starts. This impact is discussed in detail below.

Morning School Traffic Impacts on Neighborhood B

The original TIS made a general assumption in applying the directional distribution of the site-generated traffic to the entire Haymeadow site. Each land use will have its own unique pattern of where cars are coming from and going to. For example, the elementary school portion of the school site will likely draw largely from the future Haymeadow residents. Therefore, the original TIS anticipated that 280 morning and 91 evening peak hour trips would be a combination of pedestrian, bicycle, internal Haymeadow trips, and multi-purpose trips such as a parent dropping off a student on their way to work. Haymeadow has incorporated numerous sidewalk and trail improvements into the development, increasing the likelihood of students walking and biking to school.

Transportation Infrastructure Impacts and Conclusion

The additional 115 vph (80vph in / 35vph out) during the school's morning drop-off caused by the school site swap would likely all be external trips, accessed by Sylvan Lake Road or Ouzel Lane.

It is likely that approximately 2/3 of the additional traffic (53vph in / 23vph out) to new school location will access the school site via Sylvan Lake Road, as it provides the fastest travel time from Eagle Ranch and the surrounding neighborhoods. This will only increase traffic on Sylvan Lake Road from the original school site to the new school site, as the traffic was previously accounted for at the original school site. The Sylvan Lake Road extension into the Haymeadow property was adequately designed with two 11' wide travel lanes and a 5-foot-wide paved shoulder on each side to serve as on-street bike lanes. The Sylvan Lake Road corridor will also include a separated 10-foot-wide bicycle/pedestrian path. This path will connect to the existing trails and sidewalks to the new Haymeadow development.

The remaining 1/3 of the additional morning traffic (27vph in / 12vph out) caused by the school site swap will likely access the school via Ouzel Lane. This may add to the southbound left turn movement from Brush Creek Road to Ouzel Lane towards the Haymeadow project. The configuration of the Brush Creek Road and Ouzel Lane intersection should be studied prior to the time of Final Plat.

The future school site should be designed to accommodate the anticipated queues within the school property. The configuration of the school site circulation will directly impact operations and travel on the adjacent street network. The school's proposed circulation and operations should be reviewed by the Town's Traffic Engineer.

Please call if you would like any additional information or have any questions regarding this matter.

Sincerely,
McDowell Engineering, LLC

A handwritten signature in black ink, reading "Kari J. McDowell Schroeder".

Kari J. McDowell, PE, PTOE
Senior Traffic & Transportation Engineer

Traffic Memorandum

To: Brandon Cohen
Abrika Properties, LLC
8250 SW 27th Avenue
Ocala, FL 34476

From: Kari J. McDowell Schroeder, PE, PTOE

Date: October 16, 2020
Revised March 26, 2021

Re: **Haymeadow School Site Swap – Traffic Memo**
Eagle, Colorado

Abrika Properties, the developer of Haymeadow, is proposing to swap two land uses internal to the Haymeadow site. The development's current school site is located adjacent to the Town of Eagle's Pool and Ice Rink facility, on the northwest corner of the Haymeadow site. The applicant is proposing to swap the location of the school site with 112 multifamily units located northeast of Brush Creek Road and Ouzel Lane. The Town Park use will remain adjacent to the Pool and Ice Rink facility. **Figure 1** shows the site location of the proposed land use swap.

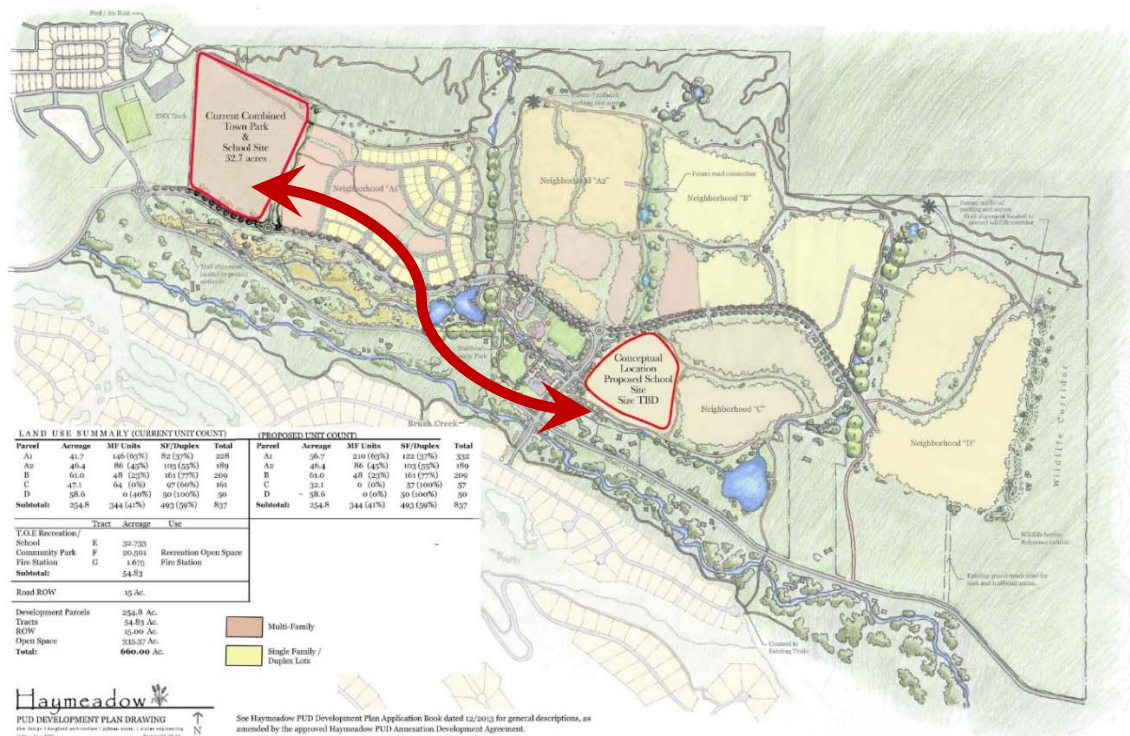


Figure 1: Proposed Land Use Swap



Project Background

The Town of Eagle previously approved a Transportation Impact Study (TIS¹) for the Haymeadow development. Data and recommendations from this TIS¹ are referenced in this analysis of traffic impacts from the proposed school site swap.

Trip Generation Impacts

The anticipated trip generation for each site was taken from the TIS¹. Refer to **Table 1**.

Table 1: Original Trip Generation Analysis from TIS¹

Haymeadow Traffic Study



Table 2. Trip Generation Estimate for the Haymeadow Development and the Recreation Facility

Parcel	ITE Code	Land Use	Size	Unit	Trip Reduction Factors			Average Daily Trips			External A.M. Peak Hour Trips				External P.M. Peak Hour Trips			
					Multi-Modal	Internal Trips and Multi-Purpose Trips	Pass-By	Rate	Total Trips with No Trip Reductions	Total External Trips With Trip Reductions	Rate	Total	In	Out	Rate	Total	In	Out
School	520/522	K - 8 School (4)	600	Students	0.10	0.375	0.00	1.36	816	459	0.47	159	87	72	0.15	51	25	26
A1	210	Single Family Detached	67	Dwelling Units	0.05	0.05	0.00	9.57	641	579	0.75	45	11	34	1.01	61	38	23
A1	230	Townhome / Condo / Apt	140	Dwelling Units	0.05	0.05	0.00	5.86	820	740	0.44	56	9	47	0.52	66	44	22
A1	(2)	Accessory Dwelling Units	10	Dwelling Units	0.05	0.05	0.00	5.86	59	53	0.44	4	1	3	0.52	5	3	2
A1		Subtotal Parcel A1:	217						1,520	1,372		105	21	84		132	85	47
A2	210	Single Family Detached	90	Dwelling Units	0.05	0.05	0.00	9.57	861	777	0.75	61	15	46	1.01	82	52	30
A2	230	Townhome / Condo / Apt	93	Dwelling Units	0.05	0.05	0.00	5.86	545	492	0.44	37	6	31	0.52	44	29	15
A2	(2)	Accessory Dwelling Units	13	Dwelling Units	0.05	0.05	0.00	5.86	76	69	0.44	5	1	4	0.52	6	4	2
A2		Subtotal Parcel A2:	196						1,482	1,338		103	22	81		132	85	47
B	210	Single Family Detached	147	Dwelling Units	0.05	0.05	0.00	9.57	1,407	1,270	0.75	100	25	75	1.01	134	84	50
B	230	Townhome / Condo / Apt	48	Dwelling Units	0.05	0.05	0.00	5.86	281	254	0.44	19	3	16	0.52	23	15	8
B	(2)	Accessory Dwelling Units	22	Dwelling Units	0.05	0.05	0.00	5.86	129	116	0.44	9	1	8	0.52	10	7	3
B		Subtotal Parcel B:	217						1,817	1,640		128	29	99		167	106	61
C	210	Single Family Detached	88	Dwelling Units	0.05	0.05	0.00	9.57	842	760	0.75	60	15	45	1.01	80	50	30
C	230	Townhome / Condo / Apt	64	Dwelling Units	0.05	0.05	0.00	5.86	375	338	0.44	25	4	21	0.52	30	20	10
C	(2)	Accessory Dwelling Units	13	Dwelling Units	0.05	0.05	0.00	5.86	76	69	0.44	5	1	4	0.52	6	4	2
C		Subtotal Parcel C:	165						1,293	1,167		90	20	70		116	74	42
D	210	Single Family Detached	50	Dwelling Units	0.05	0.05	0.00	9.57	479	432	0.75	34	9	25	1.01	46	29	17
D	230	Townhome / Condo / Apt	0	Dwelling Units	0.05	0.05	0.00	5.86	0	0	0.44	0	0	0	0.52	0	0	0
D	(2)	Accessory Dwelling Units	8	Dwelling Units	0.05	0.05	0.00	5.86	47	42	0.44	3	0	3	0.52	4	3	1
D		Subtotal Parcel D:	58						526	474		37	9	28		50	32	18
Civic	412	Community Park (3)	13	Acres	0.15	0.50	0.00	2.28	30	13	0.01	0	0	0	0.06	0	0	0
Civic	(1)	Fire Station	2	Acres	0.00	0.00	0.00	10.00	20	20	2.00	4	3	1	2.00	4	1	3
Total External Haymeadow Trip Ends:									7,504	6,483		626	191	435		652	408	244
T.O.E. Rec.	495	Recreation Community Center	68	1,000 sq. ft.	0.10	0.10	0.00	14.00	952	771	1.62	89	54	35	1.45	80	30	50
T.O.E. Rec.	488	Soccer Complex	3	Fields	0.10	0.10	0.00	71.33	214	173	1.40	3	2	1	20.67	50	35	15
Total External Recreation Facility Trip Ends:									1,166	944		92	56	36		130	65	65
Total External Trips From Both Sites:									8,670	7,427		718	247	471		782	473	309

Total Single Family DUs:	442
Total Multi-Family DUs:	345
Total Accessory DUs:	66
Total DUs:	853

Notes:

1. No ITE information available. Trip rate for Fire Station estimated for normal daily activity (not a fire event) assuming some resident fire fighters on-site..
2. To be conservative, Accessory Dwelling Units are assumed to be similar to apartment units from a trip generation perspective.
3. Community Park will not likely host a significant event during weekday peak hours
4. ITE school rates have been prorated as follows: 78% Elementary and 22% Middle School / Junior High School

A comparison of the sites to be swapped results in a net increase of daily trips for Neighborhood A. However, peak morning hourly trips are anticipated to be higher at the new school site. A comparison of the trip generation is included in **Table 2**. These trip generation calculations are based upon ITE's national



trip generation methods³. Reductions were already taken in the TIS for the school site's multimodal (pedestrian and bicycle), internal Haymeadow trips, and multi-purpose trips.

Table 2: Summary of Original and Proposed Trips

Time	Weekday Trips (vpd)	Peak AM Trips Inbound (vph)	Peak AM Trips Outbound (vph)	Peak PM Trips Inbound (vph)	Peak PM Trips Outbound (vph)
Neighborhood A					
Original – School Site	-459	-87	-72	-25	-26
Proposed – 112 Multifamily	+592	+7	+37	+35	+18
Difference	+133	-80	-35	+10	-8
Neighborhood B & C					
Original – 112 Multifamily	-592	-7	-37	-35	-18
Proposed – School Site	+459	+87	+72	+25	+26
Difference	-133	+80	+35	-10	+8

vpd = vehicles per day; vph = vehicles per hour

The proposed land use swap results in the following changed in traffic patterns.

- Neighborhood A
 - o Net increase in daily trips of 133vpd. This increase is caused because residential units are more likely to travel throughout the day than school traffic. This daily traffic increase will not be as noticeable as hourly traffic increases.
 - o Decrease of 115vph in morning traffic. This is because residential traffic is less intensive in the morning than school traffic.
 - o Comparable (+2vph) evening peak hour traffic.
- Neighborhood B & C
 - o Net decrease in daily trips of 133vpd.
 - o Increase in morning traffic due to the school drop-off peak traffic. This is typically an intensive travel time for 20 – 30 minutes before school starts.
 - Extra 80vph inbound to the school.
 - Extra 35 vph leaving after school drop off.
 - o Comparable (-2vph) evening peak hour traffic.

School Site Walkability

Most Safe Routes to School practitioners agree that a half mile is as far as most kindergarteners will walk happily and a mile is a reasonable length for older elementary school kids.⁴ The applicant produced a walkability diagram based upon the conservative half mile walking distance to both school site locations. This document is included as an attachment to this memorandum.

Table 3: School Site Walkability

School Site Location	Residential Parcels within ½ Mile
Original – School Site	462
Proposed – School Site	625

The proposed school site will serve more residential lots within the half mile walking distance. Therefore, more pedestrian and bicycle traffic is anticipated to utilize alternate modes of transportation. To be conservative, the multimodal reductions that were applied to the original school site analysis in the original TIS¹ were used in this analysis as well.

Haymeadow Internal Roadway Network Impact

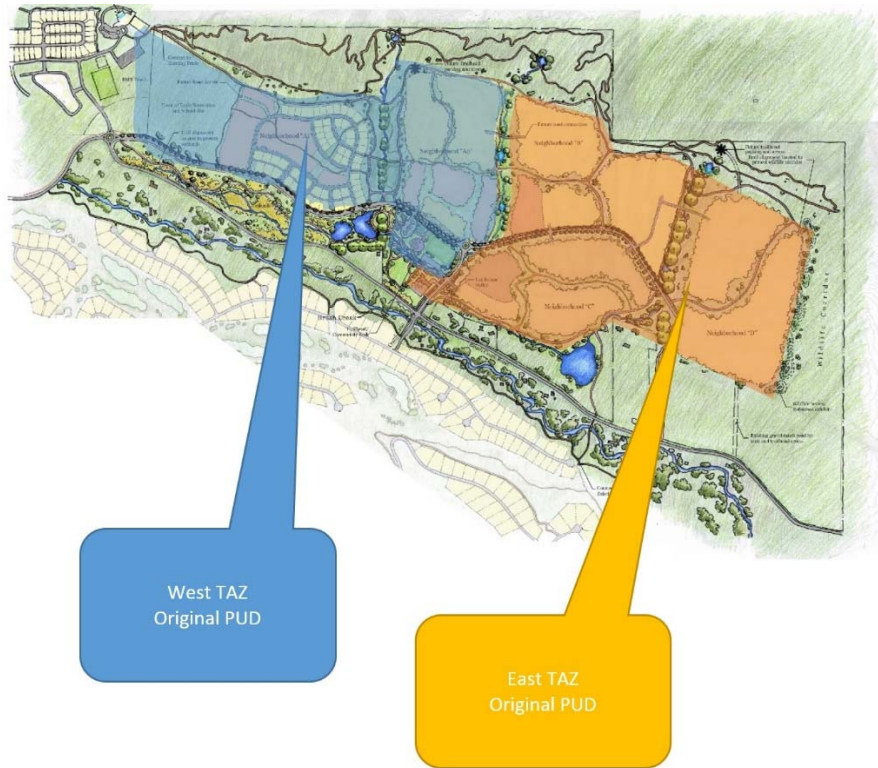
The Town of Eagle requested additional traffic analysis to augment the trip generation analysis and original TIS¹. This analysis adds internal roadway network modeling to the TIS¹, which primarily focused on external roadway network evaluation. The analysis also compares the original PUD land use locations to the proposed school site swap.

Traffic Analysis Zones (TAZs):

The proposed Haymeadow site was divided into Traffic Analysis Zones (TAZs) based upon whether the parcels' primary access was located north/east or south/west of the Sylvan Lake Road and Ouzel Lane intersection. The cabin wedding/event site was given its own TAZ.

For the school site swap alternative, separate TAZs were used to compare the impacts of the new land use locations.

Original PUD Traffic Analysis Zones



School Site Swap PUD Traffic Analysis Zones

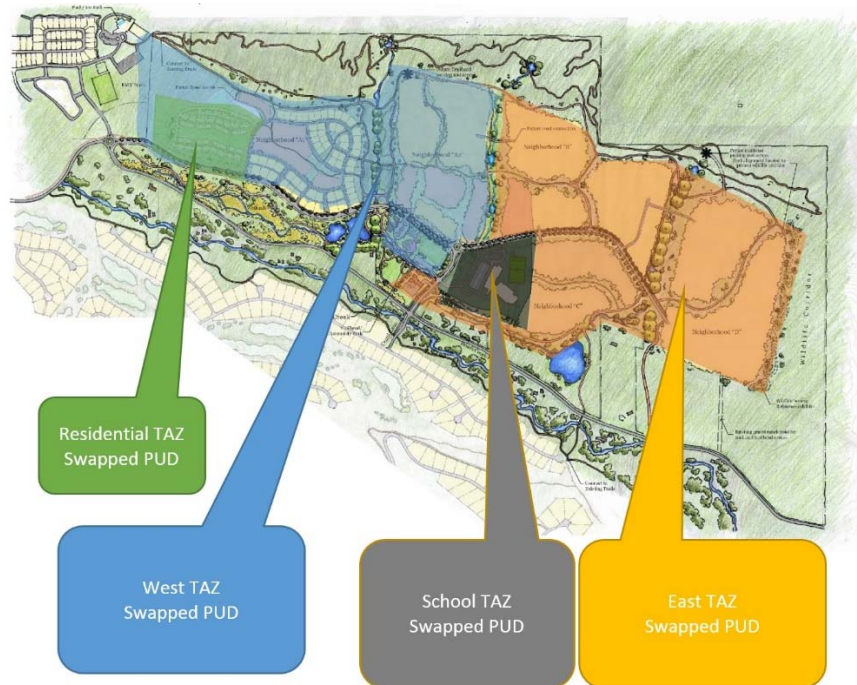


Figure 2: Proposed Land Use Swap



Project-Traffic Distribution:

Project-traffic distribution was applied to five TAZ scenarios. The distributions were based upon the overall distributions from the original TIS¹. Traffic was distributed to the site accesses relative to the anticipated total traffic percentage of each parcel to the entire TAZ. The site access to Neighborhood A1 was conservatively assumed to have a single access – meaning all of the A1 traffic was applied to a single access. With two accesses, the traffic at each access will be less and will operate better. These figures are included as an attachment to this memorandum.

1. West TAZ - Original PUD (**Figure 3**)
2. East TAZ - Original PUD (**Figure 4**)
3. West TAZ – School Swap PUD (**Figure 5**)
4. East TAZ – School Swap PUD (**Figure 6**)
5. Relocated School TAZ – School Swap PUD (**Figure 7**)
6. Cabin TAZ – Wedding/Events (**Figure 8**)

Project-Traffic Assignment:

The directional distribution for each TAZ was applied to the anticipated trip generation for both scenarios. The cabin's wedding/event traffic was added to both scenarios. This results in the project-traffic assignment at each access. These figures are included as an attachment to this memorandum.

1. Original PUD Traffic Assignment (**Figure 9**)
2. School Swap PUD Traffic Assignment (**Figure 10**)

Background Traffic:

Traffic data was collected at the intersection of Brush Creek Road and Ouzel Lane on Thursday, February 25, 2021. Turning movement counts were collected from 7-9am and 4-6pm. This information was used to forecast traffic volumes on Brush Creek Road. Year 2020 background traffic is shown in **Figure 11**.

Brush Creek Road, Ouzel Lane, and Sylvan Lake Road traffic was forecasted per the Town of Eagle's anticipated buildout projections² for the Brush Creek Road travel shed. This information was used to determine the anticipated Year 2040 Background Traffic. This information is depicted in **Figure 12**.

Total Traffic:

Total Year 2040 traffic was calculated by adding the Year 2040 Background Traffic (**Figure 12**) to the Project-Traffic Assignment (**Figure 9** for the Original PUD, and **Figure 10** for the proposed School Swap PUD.)

1. Year 2040 Total Traffic - Original PUD (**Figure 13**)
2. Year 2040 Total Traffic - School Swap PUD (**Figure 14**)



Transportation Infrastructure Impacts and Recommendations

The additional traffic from the school's morning drop-off will reduce traffic on Sylvan Lake Road, east of Ouzel Lane. The swap will increase traffic on Ouzel Lane. Detailed calculations are included in **Figure 13** and **Figure 14**.

Table 4: Traffic Analysis Scenarios

Land Use Configuration	Sylvan Lake Road and Brush Creek Road Roundabout	Sylvan Lake Road and Access #2	Sylvan Lake Road and Access #3	Sylvan Lake Road and Ouzel Lane	Brush Creek Road and Ouzel Lane
Impact					
Original PUD	+ More traffic	+ More traffic	+ More traffic	- Less traffic	- Less traffic
Proposed School Site Swap	- Less traffic	- Less traffic	- Less traffic	+ More traffic	+ More traffic

Anticipated Intersection Level of Service:

Synchro and Rodent modeling were performed on the analysis intersections using *Highway Capacity Manual*⁵ methodology. This yields an intersection Level of Service (LOS) based upon the anticipated vehicular delay in Year 2040 total traffic conditions during the morning and evening peak hours.

All intersections are anticipated to operate at acceptable Levels of Service through Year 2040 total traffic conditions. Detailed reports of these analyses and results are included as an attachment to this memorandum.

The interim configuration of the two-legged roundabout at Brush Creek Road and the future Sylvan Lake Road will operate at acceptable Levels of Service for the foreseeable future. The applicant will work with the Town of Eagle to determine the appropriate threshold for the completion of the four-legged roundabout.

Auxiliary Turn Lane Analysis:

The Town of Eagle defers to the *State Highway Access Code*⁶ for determining auxiliary turn lane requirements at intersections and accesses. Auxiliary turn lanes will be required at the following locations to accommodate the anticipated traffic volume.

1. Brush Creek Road and Ouzel Lane – Eastbound Left Turn Lane
2. Brush Creek Road and Cabin Access – Eastbound Left Turn Lane

The posted speed limit of Brush Creek Road at these accesses is 40mph. Per the *State Highway Access Code*⁶, these left turn lanes will require:

- 12' lanes
- 16' center turn lane (12' lane with 4' striped median)
- 2' gravel shoulder for the length of the improvements
- 50' of storage for the left turn bay
- 12:1 Transition taper ratio
- 30:1 Redirect taper ratio

The turn lane recommendations are the same with or without the proposed school site swap.

Sylvan Lake Road Design:

The Sylvan Lake Road extension into the Haymeadow property was adequately designed with two 11' wide travel lanes and a 5-foot-wide paved shoulder on each side to serve as on-street bike lanes. The Sylvan Lake Road corridor will also include a separated 10-foot-wide bicycle/pedestrian path. This path will connect to the existing trails and sidewalks to the new Haymeadow development.

Future School Site Development:

The future school site should be designed to accommodate the anticipated queues within the school property. The configuration of the school site circulation will directly impact operations and travel on the adjacent street network. The school's proposed circulation and operations should be reviewed by the Town's Traffic Engineer.

Conclusion

Haymeadow's proposed roadway network will accommodate the anticipated Year 2040 traffic volumes with either school site location.

Please call if you would like any additional information or have any questions regarding this matter.

Sincerely,
McDowell Engineering, LLC



Kari J. McDowell, PE, PTOE
Senior Traffic & Transportation Engineer

References:

1. *Haymeadow Transportation Impact Study*. Fox Tuttle Transportation Group, LLC. August 15, 2013.
2. *Town of Eagle's Anticipated Land Use Buildout on Brush Creek Road Travel Shed - Brush Creek Road Extension Corridor Study*. McDowell Engineering, October 14, 2020.
3. *Trip Generation, 8th Edition*. Institute of Transportation Engineers, 2008.
4. *Too Far to Walk?* Safe Routes Partnership, May 22, 2018.
5. *Highway Capacity Manual, 6th Edition*. Transportation Research Board, 2016.
6. *State Highway Access Code Volume 2, Code of Colorado Regulations 601-1*. State of Colorado, March 2002.

Enclosed:

1. Trip Generation Calculations
2. School Site Walkability Diagram
3. Project-Traffic Distribution Figures by TAZ
4. Project-Traffic Assignment Figures by Scenario
5. Year 2020 Background Traffic Figure
6. Year 2040 Background Traffic Figure
7. Year 2040 Total Traffic for the Original PUD
8. Year 2040 Total Traffic for the Proposed School Site Swap PUD



9. Intersection Level of Service Table
10. Synchro Unsignalized Intersection Reports
11. Rodel Roundabout Reports

ORIGINAL 2013 Haymeadow TIS – Trip Generation Calculations

Table 2. Trip Generation Estimate for the Haymeadow Development and the Recreation Facility

Parcel	ITE Code	Land Use	Size	Unit	Trip Reduction Factors			Average Daily Trips			External A.M. Peak Hour Trips				External P.M. Peak Hour Trips			
					Multi-Modal	Internal Trips and Multi-Purpose Trips	Pass-By	Rate	Total Trips with No Trip Reductions	Total External Trips With Trip Reductions	Rate	Total	In	Out	Rate	Total	In	Out
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A1	(2)	Accessory Dwelling Units	10	Dwelling Units	0.05	0.05	0.00	5.86	59	53	0.44	4	1	3	0.52	5	3	2
A1		Subtotal Parcel A1:	217						1,520	1,372		105	21	84		132	85	47
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A2	230	Townhome / Condo / Apt	93	Dwelling Units	0.05	0.05	0.00	5.86	545	492	0.44	37	6	31	0.52	44	29	15
A2	(2)	Accessory Dwelling Units	13	Dwelling Units	0.05	0.05	0.00	5.86	76	69	0.44	5	1	4	0.52	6	4	2
A2		Subtotal Parcel A2:	196						1,482	1,338		103	22	81		132	85	47
B	210	Single Family Detached	147	Dwelling Units	0.05	0.05	0.00	9.57	1,407	1,270	0.75	100	25	75	1.01	134	84	50
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C	210	Single Family Detached	88	Dwelling Units	0.05	0.05	0.00	9.57	842	760	0.75	60	15	45	1.01	80	50	30
C	230	Townhome / Condo / Apt	64	Dwelling Units	0.05	0.05	0.00	5.86	375	338	0.44	25	4	21	0.52	30	20	10
C	(2)	Accessory Dwelling Units	13	Dwelling Units	0.05	0.05	0.00	5.86	76	69	0.44	5	1	4	0.52	6	4	2
C		Subtotal Parcel C:	165						1,293	1,167		90	20	70		116	74	42
D	210	Single Family Detached	50	Dwelling Units	0.05	0.05	0.00	9.57	479	432	0.75	34	9	25	1.01	46	29	17
D	230	Townhome / Condo / Apt	0	Dwelling Units	0.05	0.05	0.00	5.86	0	0	0.44	0	0	0	0.52	0	0	0
D	(2)	Accessory Dwelling Units	8	Dwelling Units	0.05	0.05	0.00	5.86	47	42	0.44	3	0	3	0.52	4	3	1
D		Subtotal Parcel D:	58						526	474		37	9	28		50	32	18
Civic	412	Community Park (3)	13	Acres	0.15	0.50	0.00	2.28	30	13	0.01	0	0	0	0.06	0	0	0
Civic	(1)	Fire Station	2	Acres	0.00	0.00	0.00	10.00	20	20	2.00	4	3	1	2.00	4	1	3
Total External Haymeadow Trip Ends:									7,504	6,483		626	191	435		652	408	244
T.O.E. Rec.	495	Recreation Community Center	68	1,000 sq. ft.	0.10	0.10	0.00	14.00	952	771	1.62	89	54	35	1.45	80	30	50
T.O.E. Rec.	488	Soccer Complex	3	Fields	0.10	0.10	0.00	71.33	214	173	1.40	3	2	1	20.67	50	35	15
Total External Recreation Facility Trip Ends:									1,166	944		92	56	36		130	65	65
Total External Trips From Both Sites:									8,670	7,427		718	247	471		782	473	309

ORIGINAL PUD - Internal Vehicle Trips					
West TAZ Original PUD					
Land Use	Avg. Daily Trips (vpd)	AM In (vph)	AM Out (vph)	PM In (vph)	PM Out (vph)
A1, A2 ¹	2710	43	165	170	94
Add Internal and Multi-Purpose Trips ²	0.05	0.05	0.05	0.05	0.05
	2846	45	173	179	99
School ¹	459	87	72	51	25
Add Internal and Multi-Purpose Trips ²	0.375	0.375	0.375	0.375	0.375
	631	120	99	70	34
Community Park ¹	13	0	0	0	0
Add Internal and Multi-Purpose Trips ²	0.5	0.5	0.5	0.5	0.5
	20	0	0	0	0
West TAZ Traffic for Original PUD	3497	165	272	249	133
East TAZ Original PUD					
Land Use	Avg. Daily Trips (vpd)	AM In (vph)	AM Out (vph)	PM In (vph)	PM Out (vph)
B, C, D ¹	3281	58	197	212	121
Add Internal and Multi-Purpose Trips ²	0.05	0.05	0.05	0.05	0.05
West TAZ Traffic for Original PUD	3445	61	207	223	127
Fire Station ¹	20	3	1	1	3
Add Internal and Multi-Purpose Trips ²	0.0	0.0	0.0	0.0	0.0
West TAZ Traffic for Original PUD	20	3	1	1	3
West TAZ Traffic for Original PUD	3465	64	208	224	130

A

B

¹ From Original 2013 Haymeadow TIS.

² Include Internal and Multi-Purpose Trips for the internal traffic analysis in this report. McDowell's 10/2020 Memo was intended to update the Fox study which was focused on external intersection analysis. This analysis is analyzing internal Haymeadow intersections. Therefore, the internal and multi-purpose trips need to be included.

PROPOSED PUD W/ SCHOOL SITE SWAP - Internal Vehicle Trips

West TAZ Original PUD					
Land Use	Avg. Daily Trips (vpd)	AM In (vph)	AM Out (vph)	PM In (vph)	PM Out (vph)
A1, A2 ¹	2710	43	165	170	94
+112du Residential Added from Swap	592	7	37	35	18
Add Internal and Multi-Purpose Trips ²	0.05	0.05	0.05	0.05	0.05
	3467	53	212	215	118
Community Park ¹	13	0	0	0	0
Add Internal and Multi-Purpose Trips ²	0.5	0.5	0.5	0.5	0.5
	20	0	0	0	0
West TAZ Traffic for School Site Swap	3487	53	212	215	118
East TAZ Original PUD					
Land Use	Avg. Daily Trips (vpd)	AM In (vph)	AM Out (vph)	PM In (vph)	PM Out (vph)
B, C, D ¹	3281	58	197	212	121
-112du Residential Added from Swap	-592	-7	-37	-35	-18
Add Internal and Multi-Purpose Trips ²	0.05	0.05	0.05	0.05	0.05
West TAZ Traffic for Original PUD	2823	54	168	186	108
Fire Station ¹	20	3	1	1	3
Add Internal and Multi-Purpose Trips ²	0.0	0.0	0.0	0.0	0.0
West TAZ Traffic for Original PUD	20	3	1	1	3
Subtotal East TAZ Traffic for School Site Swap (without School)	6788	114	410	428	242
School ¹	459	87	72	51	25
Add Internal and Multi-Purpose Trips ²	0.4	0.4	0.4	0.4	0.4
	631	120	99	70	34
East TAZ Traffic for School Site Swap	3474	177	268	257	145

¹ From Original 2013 Haymeadow TIS.

² Include Internal and Multi-Purpose Trips for the internal traffic analysis in this report. McDowell's 10/2020 Memo was intended to update the Fox study which was focused on external intersection analysis. This analysis is analyzing internal Haymeadow intersections. Therefore, the internal and multi-purpose trips need to be included.

Haymeadow Cabin - Wedding/Event Site
Project Trip Generation
Estimated Project-Generated Traffic

Guests primarily drive themselves:

Trip Generation					Event Start				Event End				
Equation ¹					Inbound		Outbound		Inbound		Outbound		
ITE Code	Units ²		Eq. Coef	Start Peak Hour	End Peak Hour	% Trips	Trips	% Trips	Trips	% Trips	Trips	% Trips	Trips
Wedding/Special Events													
Wedding/Special Events	170 Guests		Type a= b=	Rate 0.30	Rate 0.12	100%	51	0%	0	0%	0	100%	20
Proposed Vehicle Trips (in PCEs)						51		0		0		20	

Notes:

¹ Wedding and Event venues use CDOT's Wedding venue trip generation. January 30, 2018.

² Event attendance

Guests primarily arrive by mini bus:

Trip Generation					Event Start				Event End				
Equation ¹					Inbound		Outbound		Inbound		Outbound		
ITE Code	Units ²		Eq. Coef	Start Peak Hour	End Peak Hour	% Trips	Trips	% Trips	Trips	% Trips	Trips	% Trips	Trips
Wedding/Special Events													
Wedding/Special Events 170 Guests			Type	Rate	Rate	100% 21		0% 0		0% 0		100% 7	
			a=	0.13	0.04								
			b=										
			PCE ³ Factor			2		2		2		2	
Proposed Vehicle Trips (in PCEs)						42		0		0		14	

Notes:

¹ Assumes an average of 10 guests per bus. Some vendors and wedding party will drive separately. Therefore, uses 8 guests per bus average.

² Event attendance

³ PCEs = Passenger Car Equivalents per *State Highway Access Code*

Guests primarily arrive by Coach bus:

		Trip Generation				Event Start				Event End				
		Equation ¹				Inbound		Outbound		Inbound		Outbound		
ITE Code	Units ²	Eq. Coef	Start Peak Hour	End Peak Hour		% Trips	Trips	% Trips	Trips	% Trips	Trips	% Trips	Trips	
Wedding/Special Events														
Wedding/Special Events	170	Guests	Type	Rate	Rate									
			a=	0.07	0.02		100%	11	0%	0	0%	0	100%	4
			b=	PCE ³ Factor					3		3		3	
Proposed Vehicle Trips (in PCEs)							33		0		0		12	

Notes:

¹ Assumes an average of 20 guests per bus. Some vendors and wedding party will drive separately. Therefore, uses 15 guests per bus average.

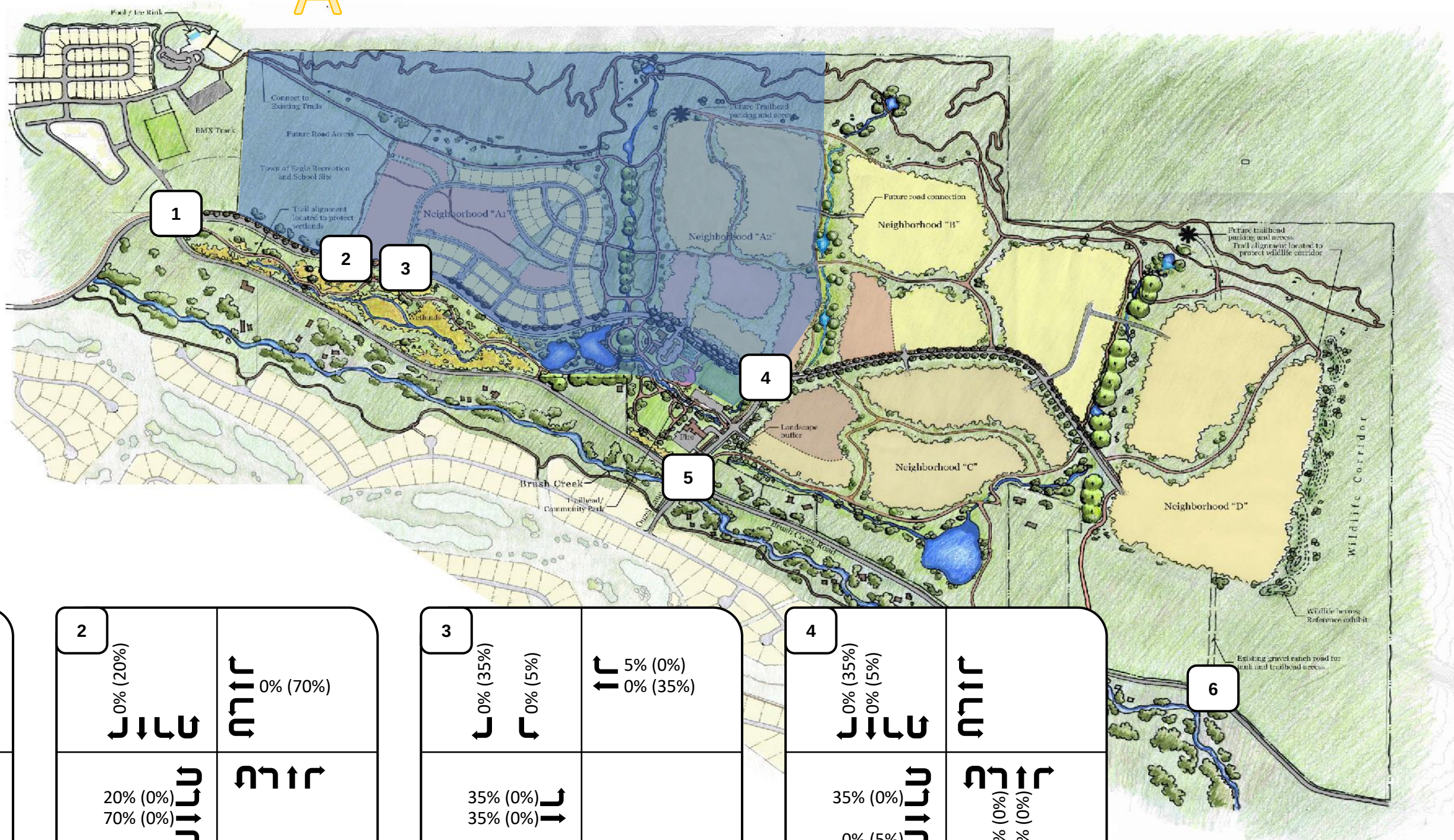
² Event attendance

³ PCEs = Passenger Car Equivalents per *State Highway Access Code*

F

Figure 3: West TAZ Original PUD Distribution

A



1	45% (0%) ↙ ↘ ↕	↕ ↙ ↘ 0% (45%) 0% (45%)
	↙ ↘ 45% (0%) ↕	↙ ↘ ↕

2	↙ ↘ 0% (20%) ↕	↕ ↙ ↘ 0% (70%)
	↙ ↘ 20% (0%) 70% (0%) ↕	↙ ↘ ↕

3	↙ ↘ 0% (35%) ↕	↕ ↙ ↘ 5% (0%) 0% (35%)
	↙ ↘ 35% (0%) 35% (0%) ↕	

4	↙ ↘ 0% (35%) ↕	↕ ↙ ↘ 5% (0%) 0% (5%)
	↙ ↘ 35% (0%) 0% (5%) ↕	↙ ↘ ↕ 5% (0%) 5% (0%)

5	↙ ↘ 0% (3%) ↕	↕ ↙ ↘ 1% (0%)
	↙ ↘ 3% (0%) ↕ 6% (0%)	↙ ↘ ↕

6	↙ ↘ ↕	↕ ↙ ↘ 1% (0%)
	↙ ↘ 0% (1%) ↕	

LEGEND:
Directional Distribution = Inbound% (Outbound %)
AM/PM Volumes = XX/XX VPH (in PCEs)
Turning Movements ↙ ↘ ↕

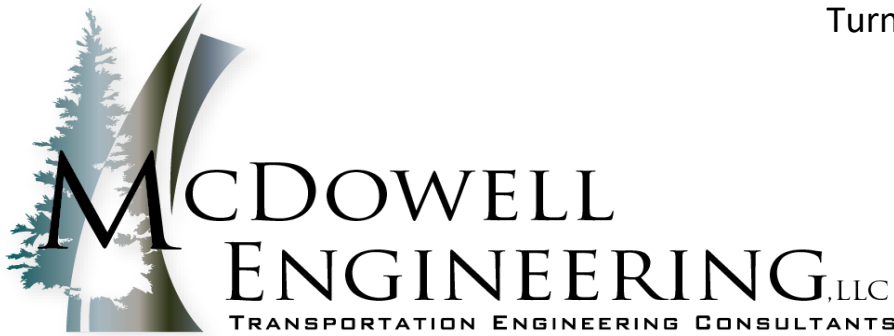


Figure 4: East TAZ Original PUD Distribution

B



1	40% (0%) ↙ ↘ ↕	↙ ↘ ↕ 0% (40%) 0% (40%)
	40% (0%) ↙ ↘ ↕	↙ ↘ ↕

2	↙ ↘ ↕	↙ ↘ ↕ 0% (80%)
	80% (0%) ↙ ↘ ↕	↙ ↘ ↕

3	↙ ↘ ↕	↙ ↘ ↕ 0% (80%)
	80% (0%) ↙ ↘ ↕	

4	↙ ↘ ↕	↙ ↘ ↕ 0% (70%) 0% (15%)
	70% (0%) 10% (0%) ↙ ↘ ↕	↙ ↘ ↕ 0% (10%) 15% (0%)

5	0% (13%) 0% (6%) 0% (1%) ↙ ↘ ↕	↙ ↘ ↕ 1% (0%)
	13% (0%) ↙ ↘ ↕	↙ ↘ ↕ 6% (0%)

6	↙ ↘ ↕	↙ ↘ ↕ 1% (0%)
	0% (1%) ↙ ↘ ↕	

LEGEND:
Directional Distribution = Inbound% (Outbound %)
AM/PM Volumes = XX/XX VPH (in PCEs)
Turning Movements

↙ ↘
↕

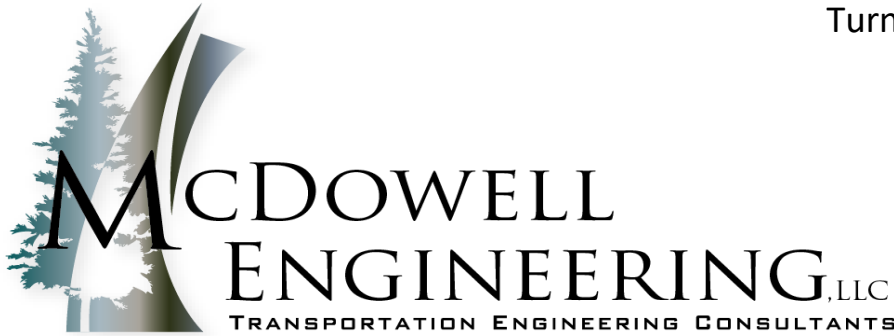
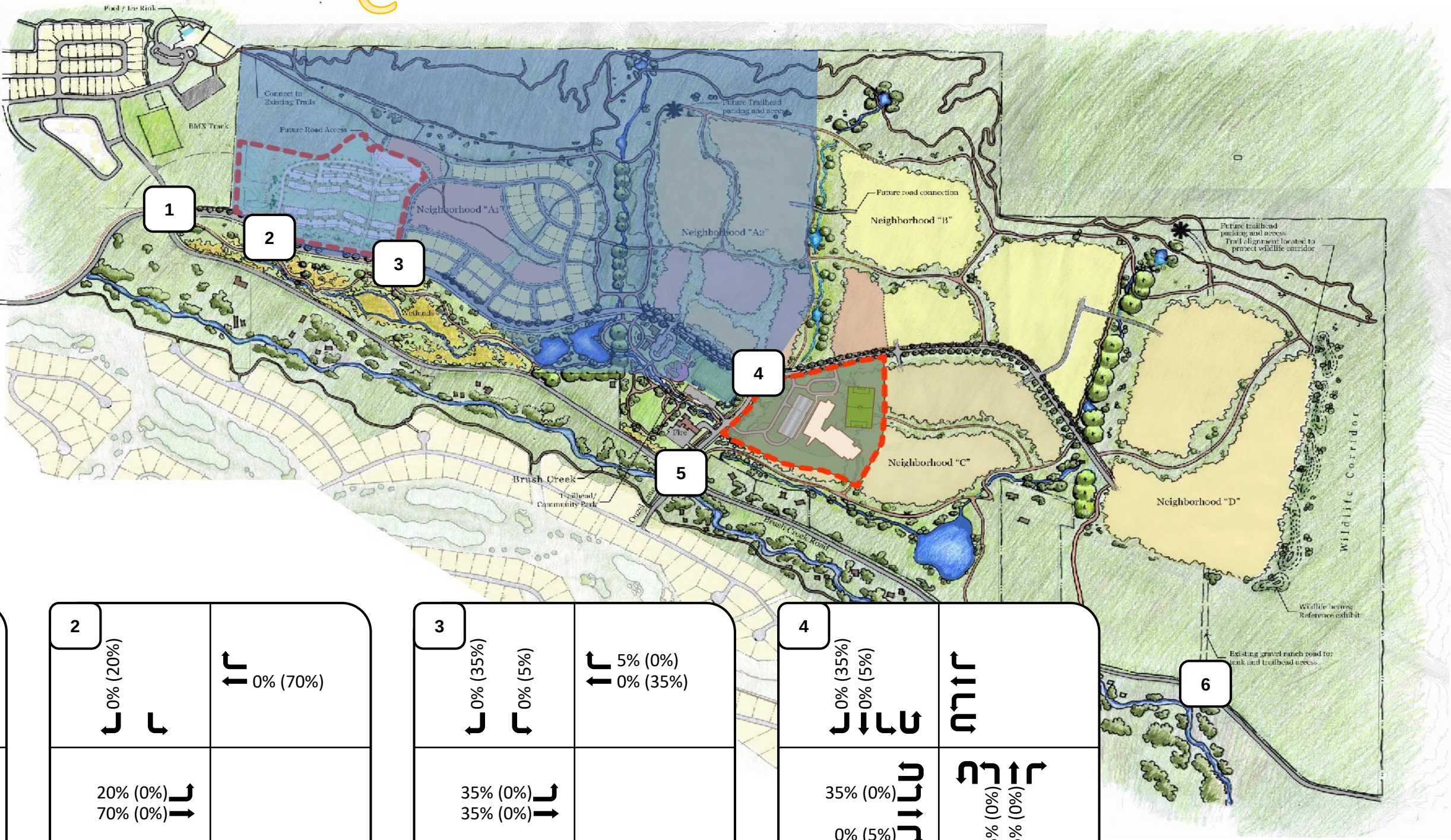


Figure 5: West TAZ School Swap PUD Distribution



1	45% (0%) ↙ ↘ ↕	↕ ↙ ↘ 0% (45%) 0% (45%)
	45% (0%) ↕	↕ ↙ ↘ 0% (45%) 0% (45%)

2	0% (20%) ↙ ↘ ↕	↕ ↙ ↘ 0% (70%)
	20% (0%) 70% (0%) ↙ ↘ ↕	

3	0% (35%) ↙ ↘ ↕	↕ ↙ ↘ 5% (0%) 0% (35%)
	35% (0%) 35% (0%) ↙ ↘ ↕	

4	0% (35%) ↙ ↘ ↕	↕ ↙ ↘ 0% (5%) 0% (5%)
	35% (0%) 0% (5%) ↙ ↘ ↕	↕ ↙ ↘ 5% (0%) 5% (0%)

5	0% (3%) ↙ ↘ ↕	↕ ↙ ↘ 1% (0%)
	3% (0%) ↙ ↘ ↕	↕ ↙ ↘ 6% (0%)

6	↙ ↘ ↕	↕ ↙ ↘ 1% (0%)
	0% (1%) ↙ ↘ ↕	

LEGEND:
Directional Distribution = Inbound% (Outbound %)
AM/PM Volumes = XX/XX VPH (in PCEs)
Turning Movements

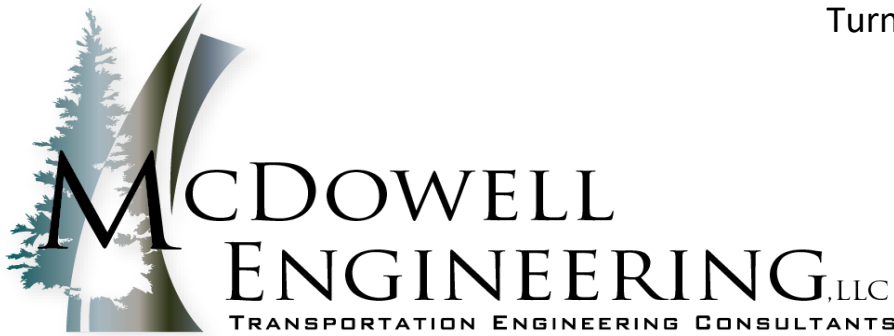
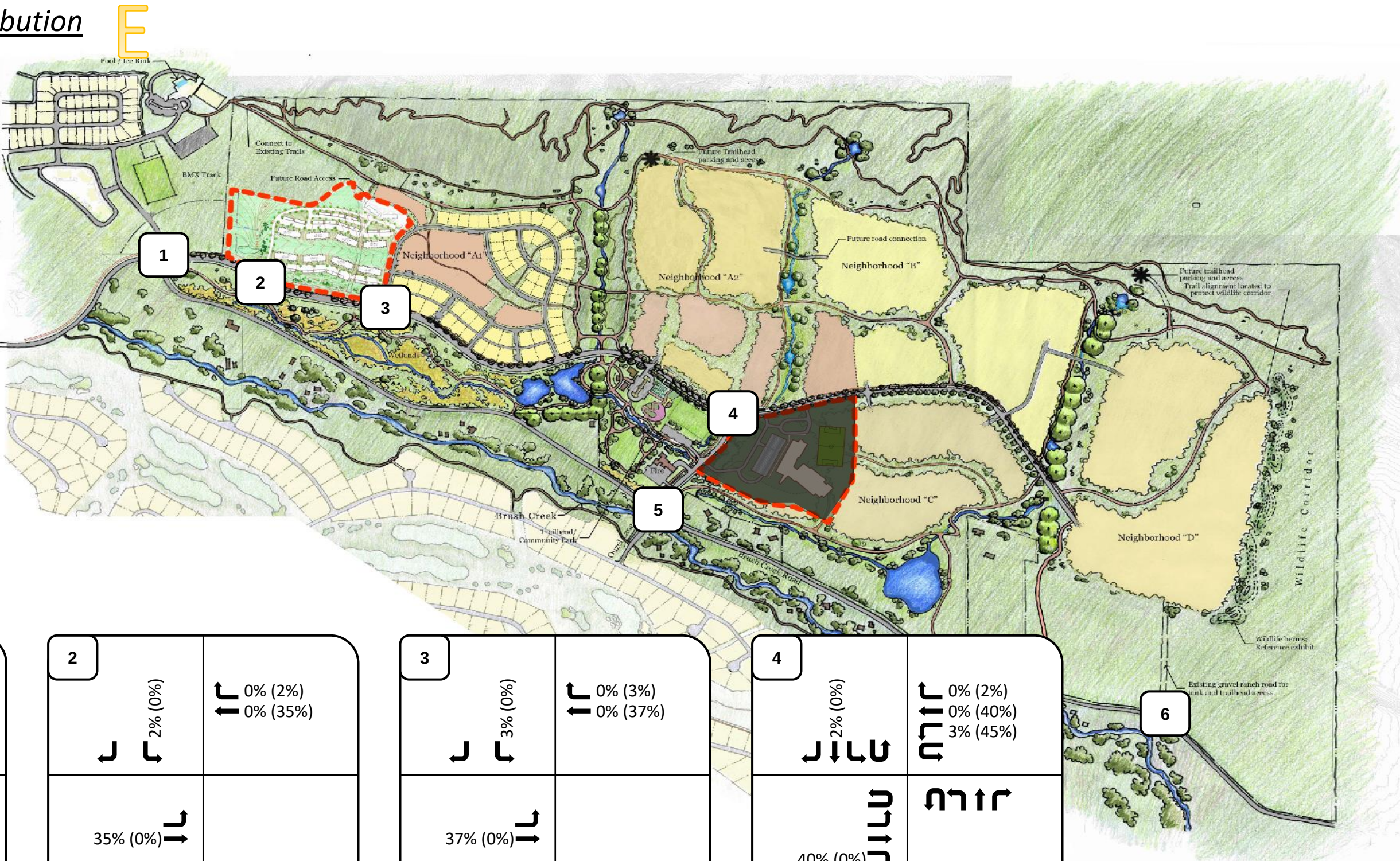


Figure 7: School TAZ Distribution



1	20% (0%) ט ט ט ט	0% (20%) 0% (15%) ט ט ט ט
	15% (0%) ט ט ט ט	ט ט ט ט

2	↙ 2% (0%) ↙	↖ 0% (2%) ↖ 0% (35%)
35% (0%) ↗ ↗		

3	↓ 3% (0%) ↓ 3% (0%)	↖ 0% (3%) ↗ 0% (37%)
	↖ 37% (0%) ↗	

4	2% (0%) ↓ ↓ ↓	0% (2%) ↑ 0% (40%) 3% (45%) ↑
40% (0%) ↑ ↑ ↑	0% (2%) ↑	

5	0% (14%) ↓ 0% (40%) ↓ 0% (1%) ↓	1% (0%) ↑ ↑
14% (0%) ↑ ↑	40% (0%) ↑ ↑ ↑	

6	↩ ↩	↩ ↩ 1% (0%)
	↩ ↩ 0% (1%)	

LEGEND:
Directional Distribution = Inbound% (Outbound %)
AM/PM Volumes = XX/XX VPH (in PCEs)
Turning Movements

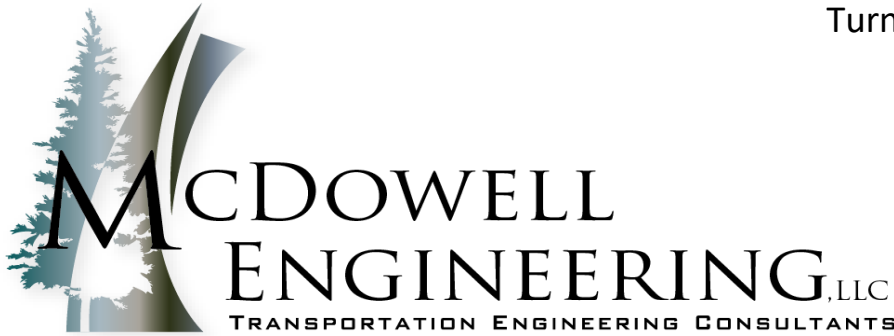


Figure 8: Cabin TAZ Wedding/Events Distribution F



1	50% (0%) → ← → ← 50% (0%) 0% (50%) 0% (50%)
---	---

2	→ ← → ← → ←
---	--

3	→ ← → ← → ←
---	--

4	→ ← → ← → ←
---	--

6	→ ← → ← → ←
---	--

5	→ ← → ← 100% (0%) 0% (100%)
---	--

6	→ ← → ← 100% (0%) 0% (100%)
---	--

LEGEND:
 Directional Distribution = Inbound% (Outbound %)
 AM/PM Volumes = XX/XX VPH (in PCEs)
 Turning Movements → ←

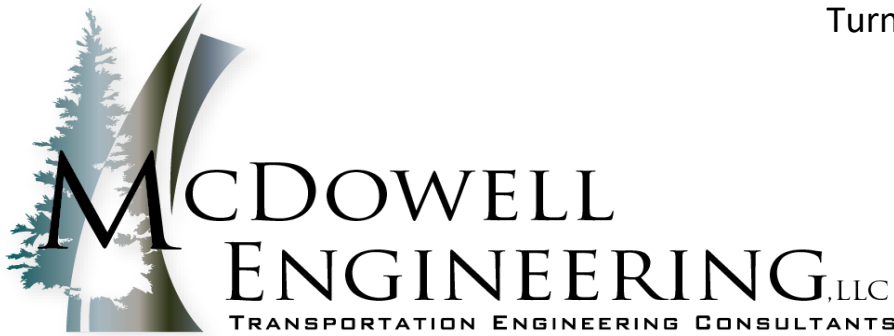


Figure 9: Original PUD Assignment + Cabin Venue



1	26/0 100/202 100/202 26/0
205/112 205/112 0/10 0/10	

2	54/27 33/50 167/353
356/197 0/10 0/10	

3	95/47 14/7 58/87 109/266
8/12 261/151	

4	95/47 14/7 58/87 45/157 20/29
146/91 31/20 29/25 8/12 10/34	

5	35/21 28/16 5/2 13/36 51/0
3/4 0/20 14/28	

6	0/20 51/0 5/2
3/4	

LEGEND:
Directional Distribution = Inbound% (Outbound %)
AM/PM Volumes = XX/XX VPH (in PCEs)
Turning Movements

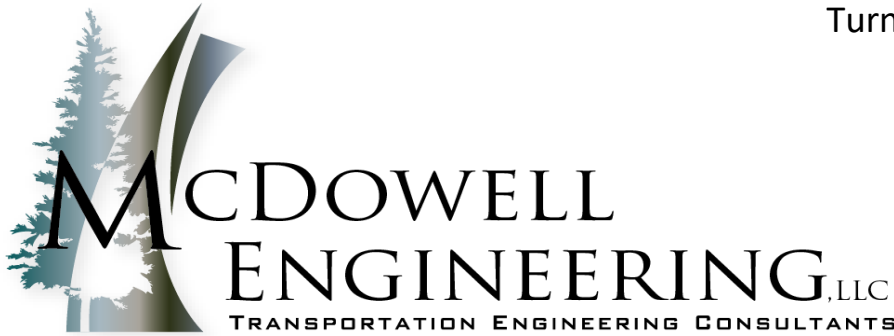


Figure 10: School Swap PUD Assignment + Cabin Venue



1	26/0 99/304 300/169 295/167
	93/301 26/0 0/10 0/10

2	42/24 2/1 2/1 552/313
	11/43 182/561

3	74/41 15/8 6/12 480/272
	19/75 166/486

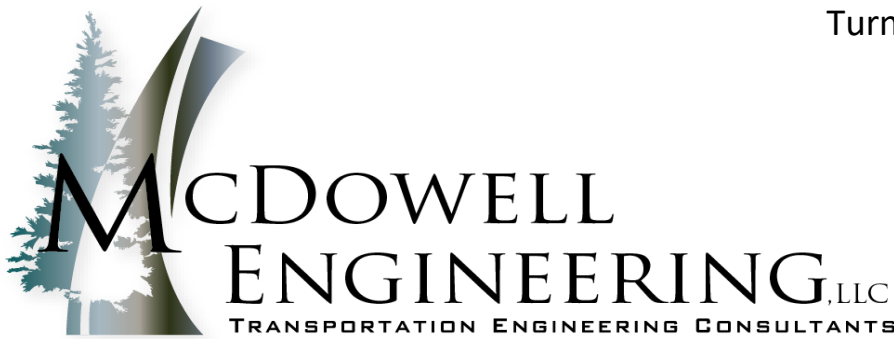
4	74/41 13/7 2/1 405/229 89/41
	19/75 101/381 60/38 7/13 3/11 11/43

6	

LEGEND:
 Directional Distribution = Inbound% (Outbound %)
 AM/PM Volumes = XX/XX VPH (in PCEs)
 Turning Movements

5	41/21 69/31 7/3 3/7 0/20
	25/37 51/0 56/58

6	0/20 4/5
	51/0 6/2



Haymeadow School Site Swap
 Eagle, CO

Project Number M1482
 Prepared By GWS
 3/26/2021

Figure 11: Year 2020 Background Traffic



1	25/55 37/19 זורה
28/22 24/26 טלון	31/21 67/40 זורה

2	טלון זורה
טלון זורה	

3	זורה
טלון	

4	טלון זורה
טלון זורה	

6	זורה

Note: Intersection #1 uses future configuration of roundabout for consistency.

LEGEND:
Directional Distribution = Inbound% (Outbound %)
AM/PM Volumes = XX/XX VPH (in PCEs)
Turning Movements **זורה**

5	זורה 24/52 5/2
טלון 53/32 16/32	זורה 37/17 4/3

6	זורה 29/54
טלון 57/35	

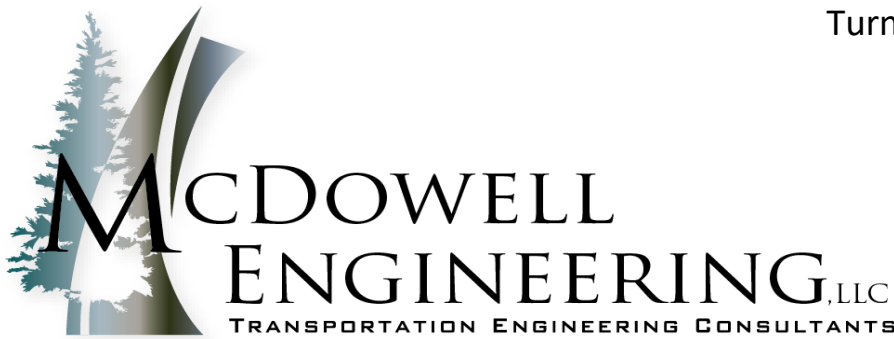


Figure 12: Year 2040 Background Traffic



1	44/113 37/19 ←→	→←
	28/22 33/56 ←→	57/38 53/33 67/40 ←→

2	←→	→←
	←→	→←

3	←→	→←
	←→	

4	←→	→←
	←→	→←

5	↵↵↵ 103/102 5/2
81/120 16/32 ↵↵↵	37/17 4/3 ↵↵↵

6	↩ ↪	↩ ↪ 108/104
85/123 ↩ ↪		

LEGEND:
Directional Distribution = Inbound% (Outbound %)
AM/PM Volumes = XX/XX VPH (in PCEs)
Turning Movements →←

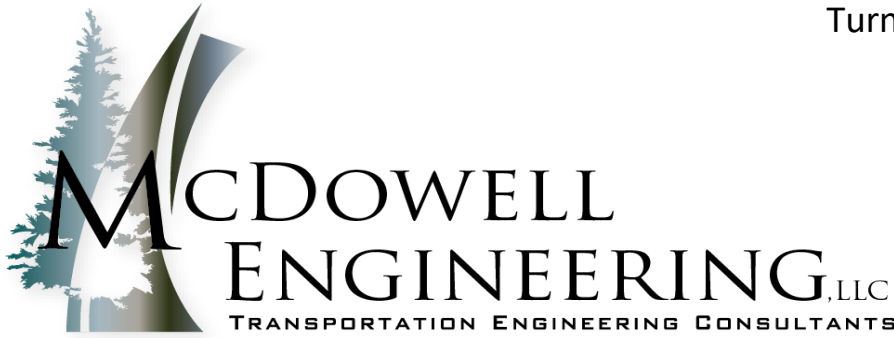


Figure 13: Year 2040 Total (Original PUD) Traffic



1	70/113 137/221 205/112 205/112
28/22 100/202 59/56 57/48 53/43 67/40	

2	54/27 356/197
33/50 167/353	

3	95/47 14/7 8/12 261/151
58/87 109/266	

4	95/47 14/7 146/91 31/20
58/87 45/157 20/29 29/25 8/12 10/34	

5	35/21 28/16 5/2 3/4 103/122 5/2
13/36 132/120 16/32 37/17 14/28 4/3	

6	0/20 111/108
51/0 90/125	

LEGEND:
Directional Distribution = Inbound% (Outbound %)
AM/PM Volumes = XX/XX VPH (in PCEs)
Turning Movements

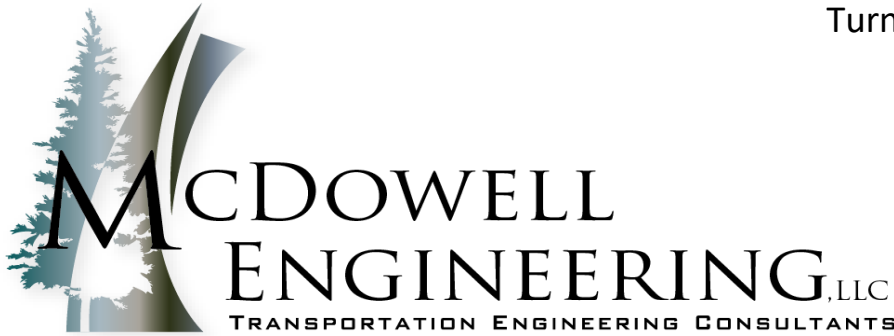


Figure 14: Year 2040 Total (Proposed PUD) Traffic



1	70/113 136/323 300/169 295/167 28/22 93/301 59/56 57/48 53/43 67/40
---	---

2	42/24 2/1 2/1 552/313 11/43 182/561
---	---

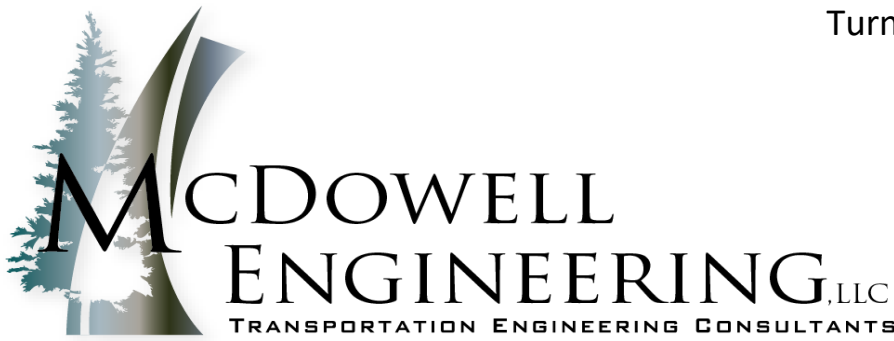
3	74/41 15/8 6/12 480/272 19/75 166/486
---	---

4	74/41 13/7 2/1 405/229 89/41 19/75 101/381 60/38 7/13 3/11 11/43
---	--

5	41/21 69/31 7/3 3/7 103/122 5/2 25/37 132/120 16/32 37/17 56/58 4/3
---	---

6	0/20 112/109 51/0 91/125
---	---

LEGEND:
Directional Distribution = Inbound% (Outbound %)
AM/PM Volumes = XX/XX VPH (in PCEs)
Turning Movements



#	Int.	Traffic Control	Approach or Control Delay	Approach	Year 2040 Original PUD Level of Service (Delay in Seconds)		Year 2040 School Site Swap PUD Level of Service (Delay in Seconds)	
					AM	PM	AM	PM
1	SLR & BCR	RAB	A	EB	A (4.13)	A (5.10)	A (4.10)	A (6.59)
			A	WB	A (5.30)	A (4.07)	A (7.39)	A (4.68)
			A	NB	A (4.24)	A (4.51)	A (4.22)	A (5.24)
			A	SB	A (4.39)	A (4.83)	A (4.66)	A (5.90)
2	SLR & New Res. Access	SB Stop	A	EB	A (1.3)	A (1.0)	A (0.5)	A (0.6)
			A	WB	A (0.0)	A (0.0)	A (0.0)	A (0.0)
			A	SB	B (11.0)	A (9.5)	B (13.2)	B (10.8)
3	SLR & A1 W. Access	SB Stop/ RAB	A	EB	-	-	A (0.9)	A (1.1)
			A	WB	-	-	A (0.0)	A (0.0)
			A	SB	-	-	B (13.7)	B (12.2)
4	SLR & Ouzel	RAB	A	EB	A (3.52)	A (4.09)	A (3.85)	A (5.60)
			A	WB	A (3.82)	A (3.62)	A (5.53)	A (4.27)
			A	NB	A (3.37)	A (3.72)	A (3.31)	A (4.20)
			A	SB	A (3.79)	A (3.45)	A (4.43)	A (3.71)
5	BCR & Ouzel	NB/SB Stop	A	EB	A (0.6)	A (1.4)	A (1.1)	A (1.5)
			A	WB	A (0.3)	A (0.1)	A (0.3)	A (0.1)
			A	NB	B (11.8)	B (12.2)	B (13.2)	B (12.9)
			A	SB	B (10.4)	B (10.6)	B (11.8)	B (11.3)
6	BCR & Cabin Access	SB Stop	A	EB	A (2.7)	A (0.0)	A (2.7)	A (0.0)
			A	WB	A (0.0)	A (0.0)	A (0.0)	A (0.0)
			A	SB	A (0.0)	A (8.9)	A (0.0)	A (8.9)

Unsignalized Intersection Analysis

- 1. Sylvan Lake Road & School/Residential Access**
- 2. Sylvan Lake Road & Neighborhood A1**
- 3. Sylvan Lake Road & Ouzel Lane**
- 4. Brush Creek Road & Ouzel Lane**
- 5. Brush Creek Road & Cabin – Event/Wedding Venue Access**

2: Sylvan Lake Road & New Residential Access
2040 T AM Original PUD.syn

Intersection						
Int Delay, s/veh	1.4					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	33	167	356	0	0	54
Future Vol, veh/h	33	167	356	0	0	54
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	36	182	387	0	0	59
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	387	0	-	0	641	387
Stage 1	-	-	-	-	387	-
Stage 2	-	-	-	-	254	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1171	-	-	-	439	661
Stage 1	-	-	-	-	686	-
Stage 2	-	-	-	-	788	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1171	-	-	-	424	661
Mov Cap-2 Maneuver	-	-	-	-	424	-
Stage 1	-	-	-	-	663	-
Stage 2	-	-	-	-	788	-
Approach	EB	WB		SB		
HCM Control Delay, s	1.3	0		11		
HCM LOS				B		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1171	-	-	-	661	
HCM Lane V/C Ratio	0.031	-	-	-	0.089	
HCM Control Delay (s)	8.2	0	-	-	11	
HCM Lane LOS	A	A	-	-	B	
HCM 95th %tile Q(veh)	0.1	-	-	-	0.3	

2: Sylvan Lake Road & New Residential Access
2040 T PM Original PUD.syn

Intersection

Int Delay, s/veh 1.1

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	50	353	197	0	0	27
Future Vol, veh/h	50	353	197	0	0	27
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	54	384	214	0	0	29

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	214	0	0 706 214
Stage 1	-	-	- 214 -
Stage 2	-	-	- 492 -
Critical Hdwy	4.12	-	- 6.42 6.22
Critical Hdwy Stg 1	-	-	- 5.42 -
Critical Hdwy Stg 2	-	-	- 5.42 -
Follow-up Hdwy	2.218	-	- 3.518 3.318
Pot Cap-1 Maneuver	1356	-	- 402 826
Stage 1	-	-	- 822 -
Stage 2	-	-	- 615 -
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	1356	-	- 381 826
Mov Cap-2 Maneuver	-	-	- 381 -
Stage 1	-	-	- 780 -
Stage 2	-	-	- 615 -

Approach	EB	WB	SB
HCM Control Delay, s	1	0	9.5
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1356	-	-	-	826
HCM Lane V/C Ratio	0.04	-	-	-	0.036
HCM Control Delay (s)	7.8	0	-	-	9.5
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0.1	-	-	-	0.1

2: Sylvan Lake Road & New Residential Access

2040 T AM School Swap PUD.syn

Intersection						
Int Delay, s/veh	0.9					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	11	182	552	2	2	42
Future Vol, veh/h	11	182	552	2	2	42
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	12	198	600	2	2	46
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	602	0	-	0	823	601
Stage 1	-	-	-	-	601	-
Stage 2	-	-	-	-	222	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	975	-	-	-	343	500
Stage 1	-	-	-	-	547	-
Stage 2	-	-	-	-	815	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	975	-	-	-	338	500
Mov Cap-2 Maneuver	-	-	-	-	338	-
Stage 1	-	-	-	-	539	-
Stage 2	-	-	-	-	815	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.5	0		13.2		
HCM LOS				B		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	975	-	-	-	-	489
HCM Lane V/C Ratio	0.012	-	-	-	-	0.098
HCM Control Delay (s)	8.7	0	-	-	-	13.2
HCM Lane LOS	A	A	-	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	-	0.3

2: Sylvan Lake Road & New Residential Access

2040 T PM School Swap PUD.syn

Intersection						
Int Delay, s/veh	0.7					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	43	561	313	1	1	24
Future Vol, veh/h	43	561	313	1	1	24
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	47	610	340	1	1	26
Major/Minor	Major1	Major2	Minor2			
Conflicting Flow All	341	0	-	0	1045	341
Stage 1	-	-	-	-	341	-
Stage 2	-	-	-	-	704	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1218	-	-	-	253	701
Stage 1	-	-	-	-	720	-
Stage 2	-	-	-	-	490	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1218	-	-	-	238	701
Mov Cap-2 Maneuver	-	-	-	-	238	-
Stage 1	-	-	-	-	678	-
Stage 2	-	-	-	-	490	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.6	0		10.8		
HCM LOS				B		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1218	-	-	-	650	
HCM Lane V/C Ratio	0.038	-	-	-	0.042	
HCM Control Delay (s)	8.1	0	-	-	10.8	
HCM Lane LOS	A	A	-	-	B	
HCM 95th %tile Q(veh)	0.1	-	-	-	0.1	

3: Sylvan Lake Road & A1 W. Access 2040 T AM School Swap PUD.syn

Intersection						
Int Delay, s/veh	1.8					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	19	166	480	6	15	74
Future Vol, veh/h	19	166	480	6	15	74
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	21	180	522	7	16	80
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	529	0	-	0	748	526
Stage 1	-	-	-	-	526	-
Stage 2	-	-	-	-	222	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1038	-	-	-	380	552
Stage 1	-	-	-	-	593	-
Stage 2	-	-	-	-	815	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1038	-	-	-	372	552
Mov Cap-2 Maneuver	-	-	-	-	372	-
Stage 1	-	-	-	-	580	-
Stage 2	-	-	-	-	815	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.9	0		13.7		
HCM LOS				B		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1038	-	-	-	510	
HCM Lane V/C Ratio	0.02	-	-	-	0.19	
HCM Control Delay (s)	8.5	0	-	-	13.7	
HCM Lane LOS	A	A	-	-	B	
HCM 95th %tile Q(veh)	0.1	-	-	-	0.7	

3: Sylvan Lake Road & A1 W. Access
2040 T PM School Swap PUD.syn

Intersection						
Int Delay, s/veh	1.4					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	75	486	272	12	8	41
Future Vol, veh/h	75	486	272	12	8	41
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	82	528	296	13	9	45
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	309	0	-	0	995	303
Stage 1	-	-	-	-	303	-
Stage 2	-	-	-	-	692	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1252	-	-	-	271	737
Stage 1	-	-	-	-	749	-
Stage 2	-	-	-	-	497	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1252	-	-	-	246	737
Mov Cap-2 Maneuver	-	-	-	-	246	-
Stage 1	-	-	-	-	679	-
Stage 2	-	-	-	-	497	-
Approach	EB	WB		SB		
HCM Control Delay, s	1.1	0		12.2		
HCM LOS				B		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1252	-	-	-	556	
HCM Lane V/C Ratio	0.065	-	-	-	0.096	
HCM Control Delay (s)	8.1	0	-	-	12.2	
HCM Lane LOS	A	A	-	-	B	
HCM 95th %tile Q(veh)	0.2	-	-	-	0.3	

5: Ouzel Lane & Brush Creek Road
2040 T AM Original PUD.syn

Intersection												
Int Delay, s/veh	3.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	13	132	16	5	103	3	37	14	4	5	28	35
Future Vol, veh/h	13	132	16	5	103	3	37	14	4	5	28	35
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	50	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	14	143	17	5	112	3	40	15	4	5	30	38
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	115	0	0	160	0	0	338	305	152	313	312	114
Stage 1	-	-	-	-	-	-	180	180	-	124	124	-
Stage 2	-	-	-	-	-	-	158	125	-	189	188	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1474	-	-	1419	-	-	616	608	894	640	603	939
Stage 1	-	-	-	-	-	-	822	750	-	880	793	-
Stage 2	-	-	-	-	-	-	844	792	-	813	745	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1474	-	-	1419	-	-	562	600	894	618	595	939
Mov Cap-2 Maneuver	-	-	-	-	-	-	562	600	-	618	595	-
Stage 1	-	-	-	-	-	-	815	743	-	872	790	-
Stage 2	-	-	-	-	-	-	775	789	-	785	738	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.6			0.3			11.8			10.4		
HCM LOS							B			B		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	587	1474	-	-	1419	-	-	736				
HCM Lane V/C Ratio	0.102	0.01	-	-	0.004	-	-	0.1				
HCM Control Delay (s)	11.8	7.5	-	-	7.5	0	-	10.4				
HCM Lane LOS	B	A	-	-	A	A	-	B				
HCM 95th %tile Q(veh)	0.3	0	-	-	0	-	-	0.3				

5: Ouzel Lane & Brush Creek Road
2040 T PM Original PUD.syn

Intersection												
Int Delay, s/veh	3.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	36	120	32	2	122	4	17	28	3	2	16	21
Future Vol, veh/h	36	120	32	2	122	4	17	28	3	2	16	21
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	50	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	39	130	35	2	133	4	18	30	3	2	17	23
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	137	0	0	165	0	0	385	367	148	381	382	135
Stage 1	-	-	-	-	-	-	226	226	-	139	139	-
Stage 2	-	-	-	-	-	-	159	141	-	242	243	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1447	-	-	1413	-	-	573	562	899	577	551	914
Stage 1	-	-	-	-	-	-	777	717	-	864	782	-
Stage 2	-	-	-	-	-	-	843	780	-	762	705	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1447	-	-	1413	-	-	533	546	899	538	535	914
Mov Cap-2 Maneuver	-	-	-	-	-	-	533	546	-	538	535	-
Stage 1	-	-	-	-	-	-	756	698	-	841	780	-
Stage 2	-	-	-	-	-	-	802	778	-	707	686	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	1.4			0.1			12.2			10.6		
HCM LOS							B			B		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	555	1447	-	-	1413	-	-	689				
HCM Lane V/C Ratio	0.094	0.027	-	-	0.002	-	-	0.062				
HCM Control Delay (s)	12.2	7.6	-	-	7.6	0	-	10.6				
HCM Lane LOS	B	A	-	-	A	A	-	B				
HCM 95th %tile Q(veh)	0.3	0.1	-	-	0	-	-	0.2				

5: Ouzel Lane & Brush Creek Road
2040 T AM School Swap PUD.syn

Intersection

Int Delay, s/veh 5.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	25	132	16	5	103	3	37	56	4	7	69	41
Future Vol, veh/h	25	132	16	5	103	3	37	56	4	7	69	41
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	50	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	27	143	17	5	112	3	40	61	4	8	75	45

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	115	0	0	160	0	0	390	331	152	362	338	114
Stage 1	-	-	-	-	-	-	206	206	-	124	124	-
Stage 2	-	-	-	-	-	-	184	125	-	238	214	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1474	-	-	1419	-	-	569	588	894	594	583	939
Stage 1	-	-	-	-	-	-	796	731	-	880	793	-
Stage 2	-	-	-	-	-	-	818	792	-	765	725	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1474	-	-	1419	-	-	479	575	894	534	570	939
Mov Cap-2 Maneuver	-	-	-	-	-	-	479	575	-	534	570	-
Stage 1	-	-	-	-	-	-	782	718	-	864	790	-
Stage 2	-	-	-	-	-	-	702	789	-	684	712	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	1.1	0.3	13.2	11.8
HCM LOS			B	B

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	542	1474	-	-	1419	-	-	658
HCM Lane V/C Ratio	0.195	0.018	-	-	0.004	-	-	0.193
HCM Control Delay (s)	13.2	7.5	-	-	7.5	0	-	11.8
HCM Lane LOS	B	A	-	-	A	A	-	B
HCM 95th %tile Q(veh)	0.7	0.1	-	-	0	-	-	0.7

5: Ouzel Lane & Brush Creek Road
2040 T PM School Swap PUD.syn

Intersection												
Int Delay, s/veh	4.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	37	120	32	2	122	7	17	58	3	3	31	21
Future Vol, veh/h	37	120	32	2	122	7	17	58	3	3	31	21
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	50	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	40	130	35	2	133	8	18	63	3	3	34	23
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	141	0	0	165	0	0	398	373	148	402	386	137
Stage 1	-	-	-	-	-	-	228	228	-	141	141	-
Stage 2	-	-	-	-	-	-	170	145	-	261	245	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1442	-	-	1413	-	-	562	557	899	559	548	911
Stage 1	-	-	-	-	-	-	775	715	-	862	780	-
Stage 2	-	-	-	-	-	-	832	777	-	744	703	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1442	-	-	1413	-	-	510	540	899	496	532	911
Mov Cap-2 Maneuver	-	-	-	-	-	-	510	540	-	496	532	-
Stage 1	-	-	-	-	-	-	753	695	-	838	778	-
Stage 2	-	-	-	-	-	-	774	775	-	655	683	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	1.5			0.1			12.9			11.3		
HCM LOS							B			B		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	541	1442	-	-	1413	-	-	630				
HCM Lane V/C Ratio	0.157	0.028	-	-	0.002	-	-	0.095				
HCM Control Delay (s)	12.9	7.6	-	-	7.6	0	-	11.3				
HCM Lane LOS	B	A	-	-	A	A	-	B				
HCM 95th %tile Q(veh)	0.6	0.1	-	-	0	-	-	0.3				

6: Brush Creek Road & Event Access
2040 T AM Original PUD.syn

Intersection						
Int Delay, s/veh	1.5					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	51	90	111	0	0	0
Future Vol, veh/h	51	90	111	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	50	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	55	98	121	0	0	0
Major/Minor	Major1	Major2	Minor2			
Conflicting Flow All	121	0	-	0	329	121
Stage 1	-	-	-	-	121	-
Stage 2	-	-	-	-	208	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1467	-	-	-	665	930
Stage 1	-	-	-	-	904	-
Stage 2	-	-	-	-	827	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1467	-	-	-	640	930
Mov Cap-2 Maneuver	-	-	-	-	640	-
Stage 1	-	-	-	-	871	-
Stage 2	-	-	-	-	827	-
Approach	EB	WB		SB		
HCM Control Delay, s	2.7	0		0		
HCM LOS				A		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1467	-	-	-	-	
HCM Lane V/C Ratio	0.038	-	-	-	-	
HCM Control Delay (s)	7.5	-	-	-	0	
HCM Lane LOS	A	-	-	-	A	
HCM 95th %tile Q(veh)	0.1	-	-	-	-	

6: Brush Creek Road & Event Access
2040 T PM Original PUD.syn

Intersection						
Int Delay, s/veh	0.7					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	0	125	108	0	0	20
Future Vol, veh/h	0	125	108	0	0	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	50	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	136	117	0	0	22
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	117	0	-	0	253	117
Stage 1	-	-	-	-	117	-
Stage 2	-	-	-	-	136	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1471	-	-	-	736	935
Stage 1	-	-	-	-	908	-
Stage 2	-	-	-	-	890	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1471	-	-	-	736	935
Mov Cap-2 Maneuver	-	-	-	-	736	-
Stage 1	-	-	-	-	908	-
Stage 2	-	-	-	-	890	-
Approach	EB	WB		SB		
HCM Control Delay, s	0	0		8.9		
HCM LOS	A					
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1471	-	-	-	935	
HCM Lane V/C Ratio	-	-	-	-	0.023	
HCM Control Delay (s)	0	-	-	-	8.9	
HCM Lane LOS	A	-	-	-	A	
HCM 95th %tile Q(veh)	0	-	-	-	0.1	

6: Brush Creek Road & Event Access
2040 T AM School Swap PUD.syn

Intersection						
Int Delay, s/veh	1.5					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	51	91	112	0	0	0
Future Vol, veh/h	51	91	112	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	50	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	55	99	122	0	0	0
Major/Minor	Major1	Major2	Minor2			
Conflicting Flow All	122	0	-	0	331	122
Stage 1	-	-	-	-	122	-
Stage 2	-	-	-	-	209	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1465	-	-	-	664	929
Stage 1	-	-	-	-	903	-
Stage 2	-	-	-	-	826	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1465	-	-	-	639	929
Mov Cap-2 Maneuver	-	-	-	-	639	-
Stage 1	-	-	-	-	869	-
Stage 2	-	-	-	-	826	-
Approach	EB	WB		SB		
HCM Control Delay, s	2.7	0		0		
HCM LOS				A		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1465	-	-	-	-	
HCM Lane V/C Ratio	0.038	-	-	-	-	
HCM Control Delay (s)	7.6	-	-	-	0	
HCM Lane LOS	A	-	-	-	A	
HCM 95th %tile Q(veh)	0.1	-	-	-	-	

6: Brush Creek Road & Event Access
2040 T PM School Swap PUD.syn

Intersection						
Int Delay, s/veh	0.7					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	0	125	109	0	0	20
Future Vol, veh/h	0	125	109	0	0	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	50	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	136	118	0	0	22
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	118	0	-	0	254	118
Stage 1	-	-	-	-	118	-
Stage 2	-	-	-	-	136	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1470	-	-	-	735	934
Stage 1	-	-	-	-	907	-
Stage 2	-	-	-	-	890	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1470	-	-	-	735	934
Mov Cap-2 Maneuver	-	-	-	-	735	-
Stage 1	-	-	-	-	907	-
Stage 2	-	-	-	-	890	-
Approach	EB	WB		SB		
HCM Control Delay, s	0	0		8.9		
HCM LOS	A					
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1470	-	-	-	934	
HCM Lane V/C Ratio	-	-	-	-	0.023	
HCM Control Delay (s)	0	-	-	-	8.9	
HCM Lane LOS	A	-	-	-	A	
HCM 95th %tile Q(veh)	0	-	-	-	0.1	

Roundabout Analysis

6. Sylvan Lake Road & Brush Creek Road



7. Sylvan Lake Road & Original PUD's School Site

8. Sylvan Lake Road & Ouzel Lane

Operational Data

Main Geometry (ft)

Approach and Entry Geometry

Leg	Leg Names	Approach Bearing (deg)	Grade Separation G	Half Width V	Approach Lanes n	Entry Width E	Entry Lanes n	Flare Length L'	Entry Radius R	Entry Angle Phi
1	Brush Creek Rd. (N. Leg)	0	0	12.00	1	14.00	1	120.00	66.00	30.00
2	Sylvan Lake Rd. (W. Leg)	90	0	12.00	1	14.00	1	120.00	66.00	30.00
3	Brush Creek Rd. (S. Leg)	180	0	12.00	1	14.00	1	120.00	66.00	30.00
4	Sylvan Lake Rd. (E. Leg)	270	0	12.00	1	14.00	1	120.00	66.00	30.00

Circulating and Exit Geometry

Leg	Leg Names	Inscribed Diameter D	Circulating Width C	Circulating Lanes nc	Exit Width Ex	Exit Lanes nex	Exit Half Width Vx	Exit Half Width Lanes nvx
1	Brush Creek Rd. (N. Leg)	150.00	16.00	1	14.00	1	12.00	1
2	Sylvan Lake Rd. (W. Leg)	150.00	16.00	1	14.00	1	12.00	1
3	Brush Creek Rd. (S. Leg)	150.00	16.00	1	14.00	1	12.00	1
4	Sylvan Lake Rd. (E. Leg)	150.00	16.00	1	14.00	1	12.00	1

Capacity Modifiers and Capacity Calibration (veh/hr)

Leg	Leg Names	Entry Capacity		Entry Calibration		Approach Road			Exit Road		
		Capacity + or -	XWalk Factor	Intercept + or -	Slope Factor	V (ft)	Default Capacity	Calib Capacity	V (ft)	Default Capacity	Calib Capacity
1	Brush Creek Rd. (N. Leg)	0	1.000	0	1.000	20.00	1792	0	12.00	1792	0
2	Sylvan Lake Rd. (W. Leg)	0	1.000	0	1.000	20.00	1792	0	12.00	1792	0
3	Brush Creek Rd. (S. Leg)	0	1.000	0	1.000	20.00	1792	0	12.00	1792	0
4	Sylvan Lake Rd. (E. Leg)	0	1.000	0	1.000	20.00	1792	0	12.00	1792	0

Traffic Flow Data (veh/hr)

2040 AM Peak Peak Hour Flows

Leg	Leg Names	Turning Flows					Flow Modifiers	
		U-Turn	Exit-3	Exit-2	Exit-1	Bypass	Trucks %	Flow Factor
1	Brush Creek Rd. (N. Leg)	0	137	70	0	0	5.0	1.00
2	Sylvan Lake Rd. (W. Leg)	0	28	100	59	0	5.0	1.00
3	Brush Creek Rd. (S. Leg)	0	57	53	67	0	5.0	1.00
4	Sylvan Lake Rd. (E. Leg)	0	0	205	205	0	5.0	1.00

2040 AM Peak Synthetic Flow Profile - Timeslice 7.5 mins

Leg	Leg Names	Flow Ratios			Flow Times		
		Ratio 1	Ratio 2	Ratio 3	Time 1	Time 2	Time 3
1	Brush Creek Rd. (N. Leg)	0.750	1.125	0.750	0	30	60
2	Sylvan Lake Rd. (W. Leg)	0.750	1.125	0.750	0	30	60
3	Brush Creek Rd. (S. Leg)	0.750	1.125	0.750	0	30	60
4	Sylvan Lake Rd. (E. Leg)	0.750	1.125	0.750	0	30	60

Operational Results

2040 AM Peak - 60 minutes

Flows and Capacity

Leg	Leg Names	Bypass Type	Flows (veh/hr)					Capacity (veh/hr)			
			Arrival Flow		Opposing Flow		Exit Flow	Capacity		Average VCR	
			Entry	Bypass	Entry	Bypass		Entry	Bypass	Entry	Bypass
1	Brush Creek Rd (N. Leg)	None	207		262		286	977		0.2119	
2	Sylvan Lake Rd. (W. Leg)	None	187		207		262	1005		0.1861	
3	Brush Creek Rd. (S. Leg)	None	177		265		129	975		0.1815	
4	Sylvan Lake Rd. (E. Leg)	None	410		138		304	1040		0.3943	

Delays, Queues and Level of Service

Leg	Leg Names	Bypass Type	Average Delay (sec)			95% Queue (veh)		Level of Service		
			Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Leg
1	Brush Creek Rd (N. Leg)	None	4.39		4.39	0.79		A		A
2	Sylvan Lake Rd. (W. Leg)	None	4.13		4.13	0.66		A		A
3	Brush Creek Rd. (S. Leg)	None	4.24		4.24	0.65		A		A
4	Sylvan Lake Rd. (E. Leg)	None	5.30		5.30	1.91		A		A

2040 AM Peak - 15 minutes

Flows and Capacity

Leg	Leg Names	Bypass Type	Flows (veh/hr)					Capacity (veh/hr)			
			Arrival Flow		Opposing Flow		Exit Flow	Capacity		Average VCR	
			Entry	Bypass	Entry	Bypass		Entry	Bypass	Entry	Bypass
1	Brush Creek Rd (N. Leg)	None	233		295		322	960		0.2431	
2	Sylvan Lake Rd. (W. Leg)	None	211		233		295	991		0.2127	
3	Brush Creek Rd. (S. Leg)	None	200		299		145	958		0.2083	
4	Sylvan Lake Rd. (E. Leg)	None	462		156		343	1031		0.4485	

Delays, Queues and Level of Service

Leg	Leg Names	Bypass Type	Average Delay (sec)			95% Queue (veh)		Level of Service		
			Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Leg
1	Brush Creek Rd (N. Leg)	None	4.52		4.52	0.79		A		A
2	Sylvan Lake Rd. (W. Leg)	None	4.22		4.22	0.66		A		A
3	Brush Creek Rd. (S. Leg)	None	4.34		4.34	0.65		A		A
4	Sylvan Lake Rd. (E. Leg)	None	5.58		5.58	1.91		A		A

Approach Flow Profile

2040 AM Peak - Approach Flows (Veh / Hour)

Time Slice	Brush Creek Rd (N. Leg)	Sylvan Lake Rd. (W. Leg)	Brush Creek Rd. (S. Leg)	Sylvan Lake Rd. (E. Leg)
0.0 - 7.5	21.53	19.45	18.41	42.64
7.5 - 15.0	25.06	22.64	21.43	49.64
15.0 - 22.5	27.74	25.06	23.72	54.93
22.5 - 30.0	29.18	26.36	24.95	57.79
30.0 - 37.5	29.18	26.36	24.95	57.79
37.5 - 45.0	27.74	25.06	23.72	54.93
45.0 - 52.5	25.06	22.64	21.43	49.64
52.5 - 60.0	21.53	19.45	18.41	42.64
Peak 15 min	29.18	26.36	24.95	57.79
Peak 60 min	25.87	23.37	22.13	51.25

Exit Flow Profile

2040 AM Peak - Exit Flows (Veh / Hour)

Time Slice	Brush Creek Rd (N. Leg)	Sylvan Lake Rd. (W. Leg)	Brush Creek Rd. (S. Leg)	Sylvan Lake Rd. (E. Leg)
0.0 - 7.5	29.72	27.23	13.41	31.60
7.5 - 15.0	34.59	31.68	15.60	36.77
15.0 - 22.5	38.29	35.07	17.27	40.71
22.5 - 30.0	40.29	36.91	18.18	42.83
30.0 - 37.5	40.31	36.93	18.18	42.85
37.5 - 45.0	38.33	35.12	17.29	40.74
45.0 - 52.5	34.66	31.75	15.63	36.83
52.5 - 60.0	29.78	27.28	13.43	31.65
0-60	286	262	129	304
%Trucks	5.00	5.00	5.00	5.00

Operational Data

Main Geometry (ft)

Approach and Entry Geometry

Leg	Leg Names	Approach Bearing (deg)	Grade Separation G	Half Width V	Approach Lanes n	Entry Width E	Entry Lanes n	Flare Length L'	Entry Radius R	Entry Angle Phi
1	Brush Creek Rd. (N. Leg)	0	0	12.00	1	14.00	1	120.00	66.00	30.00
2	Sylvan Lake Rd. (W. Leg)	90	0	12.00	1	14.00	1	120.00	66.00	30.00
3	Brush Creek Rd. (S. Leg)	180	0	12.00	1	14.00	1	120.00	66.00	30.00
4	Sylvan Lake Rd. (E. Leg)	270	0	12.00	1	14.00	1	120.00	66.00	30.00

Circulating and Exit Geometry

Leg	Leg Names	Inscribed Diameter D	Circulating Width C	Circulating Lanes nc	Exit Width Ex	Exit Lanes nex	Exit Half Width Vx	Exit Half Width Lanes nvx
1	Brush Creek Rd. (N. Leg)	150.00	16.00	1	14.00	1	12.00	1
2	Sylvan Lake Rd. (W. Leg)	150.00	16.00	1	14.00	1	12.00	1
3	Brush Creek Rd. (S. Leg)	150.00	16.00	1	14.00	1	12.00	1
4	Sylvan Lake Rd. (E. Leg)	150.00	16.00	1	14.00	1	12.00	1

Capacity Modifiers and Capacity Calibration (veh/hr)

Leg	Leg Names	Entry Capacity		Entry Calibration		Approach Road			Exit Road		
		Capacity + or -	XWalk Factor	Intercept + or -	Slope Factor	V (ft)	Default Capacity	Calib Capacity	V (ft)	Default Capacity	Calib Capacity
1	Brush Creek Rd. (N. Leg)	0	1.000	0	1.000	20.00	1792	0	12.00	1792	0
2	Sylvan Lake Rd. (W. Leg)	0	1.000	0	1.000	20.00	1792	0	12.00	1792	0
3	Brush Creek Rd. (S. Leg)	0	1.000	0	1.000	20.00	1792	0	12.00	1792	0
4	Sylvan Lake Rd. (E. Leg)	0	1.000	0	1.000	20.00	1792	0	12.00	1792	0

Traffic Flow Data (veh/hr)

2040 PM Peak Peak Hour Flows

Leg	Leg Names	Turning Flows					Flow Modifiers	
		U-Turn	Exit-3	Exit-2	Exit-1	Bypass	Trucks %	Flow Factor
1	Brush Creek Rd. (N. Leg)	0	221	113	0	0	5.0	1.00
2	Sylvan Lake Rd. (W. Leg)	0	22	202	56	0	5.0	1.00
3	Brush Creek Rd. (S. Leg)	0	48	43	40	0	5.0	1.00
4	Sylvan Lake Rd. (E. Leg)	0	0	112	112	0	5.0	1.00

2040 PM Peak Synthetic Flow Profile - Timeslice 7.5 mins

Leg	Leg Names	Flow Ratios			Flow Times		
		Ratio 1	Ratio 2	Ratio 3	Time 1	Time 2	Time 3
1	Brush Creek Rd. (N. Leg)	0.750	1.125	0.750	0	30	60
2	Sylvan Lake Rd. (W. Leg)	0.750	1.125	0.750	0	30	60
3	Brush Creek Rd. (S. Leg)	0.750	1.125	0.750	0	30	60
4	Sylvan Lake Rd. (E. Leg)	0.750	1.125	0.750	0	30	60

Operational Results

2040 PM Peak - 60 minutes

Flows and Capacity

Leg	Leg Names	Bypass Type	Flows (veh/hr)					Capacity (veh/hr)			
			Arrival Flow		Opposing Flow		Exit Flow	Capacity		Average VCR	
			Entry	Bypass	Entry	Bypass		Entry	Bypass	Entry	Bypass
1	Brush Creek Rd (N. Leg)	None	334		160		177	1029		0.3247	
2	Sylvan Lake Rd. (W. Leg)	None	280		334		160	940		0.2978	
3	Brush Creek Rd. (S. Leg)	None	131		445		169	884		0.1482	
4	Sylvan Lake Rd. (E. Leg)	None	224		113		463	1053		0.2128	

Delays, Queues and Level of Service

Leg	Leg Names	Bypass Type	Average Delay (sec)			95% Queue (veh)		Level of Service		
			Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Leg
1	Brush Creek Rd (N. Leg)	None	4.83		4.83	1.40		A		A
2	Sylvan Lake Rd. (W. Leg)	None	5.10		5.10	1.26		A		A
3	Brush Creek Rd. (S. Leg)	None	4.51		4.51	0.52		A		A
4	Sylvan Lake Rd. (E. Leg)	None	4.07		4.07	0.78		A		A

2040 PM Peak - 15 minutes

Flows and Capacity

Leg	Leg Names	Bypass Type	Flows (veh/hr)					Capacity (veh/hr)			
			Arrival Flow		Opposing Flow		Exit Flow	Capacity		Average VCR	
			Entry	Bypass	Entry	Bypass		Entry	Bypass	Entry	Bypass
1	Brush Creek Rd (N. Leg)	None	377		180		200	1018		0.3698	
2	Sylvan Lake Rd. (W. Leg)	None	316		377		180	919		0.3436	
3	Brush Creek Rd. (S. Leg)	None	148		502		191	855		0.1727	
4	Sylvan Lake Rd. (E. Leg)	None	253		127		522	1045		0.2417	

Delays, Queues and Level of Service

Leg	Leg Names	Bypass Type	Average Delay (sec)			95% Queue (veh)		Level of Service		
			Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Leg
1	Brush Creek Rd (N. Leg)	None	5.03		5.03	1.40		A		A
2	Sylvan Lake Rd. (W. Leg)	None	5.35		5.35	1.26		A		A
3	Brush Creek Rd. (S. Leg)	None	4.66		4.66	0.52		A		A
4	Sylvan Lake Rd. (E. Leg)	None	4.15		4.15	0.78		A		A

Approach Flow Profile

2040 PM Peak - Approach Flows (Veh / Hour)

Time Slice	Brush Creek Rd (N. Leg)	Sylvan Lake Rd. (W. Leg)	Brush Creek Rd. (S. Leg)	Sylvan Lake Rd. (E. Leg)
0.0 - 7.5	34.73	29.12	13.62	23.29
7.5 - 15.0	40.44	33.90	15.86	27.12
15.0 - 22.5	44.75	37.52	17.55	30.01
22.5 - 30.0	47.08	39.47	18.46	31.57
30.0 - 37.5	47.08	39.47	18.46	31.57
37.5 - 45.0	44.75	37.52	17.55	30.01
45.0 - 52.5	40.44	33.90	15.86	27.12
52.5 - 60.0	34.73	29.12	13.62	23.29
Peak 15 min	47.08	39.47	18.46	31.57
Peak 60 min	41.75	35.00	16.38	28.00

Exit Flow Profile

2040 PM Peak - Exit Flows (Veh / Hour)

Time Slice	Brush Creek Rd (N. Leg)	Sylvan Lake Rd. (W. Leg)	Brush Creek Rd. (S. Leg)	Sylvan Lake Rd. (E. Leg)
0.0 - 7.5	18.40	16.63	17.56	48.12
7.5 - 15.0	21.41	19.36	20.44	56.00
15.0 - 22.5	23.70	21.42	22.62	61.98
22.5 - 30.0	24.94	22.54	23.81	65.23
30.0 - 37.5	24.95	22.55	23.82	65.26
37.5 - 45.0	23.72	21.44	22.65	62.06
45.0 - 52.5	21.45	19.38	20.48	56.11
52.5 - 60.0	18.43	16.66	17.60	48.21
0-60	177	160	169	463
%Trucks	5.00	5.00	5.00	5.00

Operational Data

Main Geometry (ft)

Approach and Entry Geometry

Leg	Leg Names	Approach Bearing (deg)	Grade Separation G	Half Width V	Approach Lanes n	Entry Width E	Entry Lanes n	Flare Length L'	Entry Radius R	Entry Angle Phi
1	Brush Creek Rd. (N. Leg)	0	0	12.00	1	14.00	1	120.00	66.00	30.00
2	Sylvan Lake Rd. (W. Leg)	90	0	12.00	1	14.00	1	120.00	66.00	30.00
3	Brush Creek Rd. (S. Leg)	180	0	12.00	1	14.00	1	120.00	66.00	30.00
4	Sylvan Lake Rd. (E. Leg)	270	0	12.00	1	14.00	1	120.00	66.00	30.00

Circulating and Exit Geometry

Leg	Leg Names	Inscribed Diameter D	Circulating Width C	Circulating Lanes nc	Exit Width Ex	Exit Lanes nex	Exit Half Width Vx	Exit Half Width Lanes nvx
1	Brush Creek Rd. (N. Leg)	150.00	16.00	1	14.00	1	12.00	1
2	Sylvan Lake Rd. (W. Leg)	150.00	16.00	1	14.00	1	12.00	1
3	Brush Creek Rd. (S. Leg)	150.00	16.00	1	14.00	1	12.00	1
4	Sylvan Lake Rd. (E. Leg)	150.00	16.00	1	14.00	1	12.00	1

Capacity Modifiers and Capacity Calibration (veh/hr)

Leg	Leg Names	Entry Capacity		Entry Calibration		Approach Road			Exit Road		
		Capacity + or -	XWalk Factor	Intercept + or -	Slope Factor	V (ft)	Default Capacity	Calib Capacity	V (ft)	Default Capacity	Calib Capacity
1	Brush Creek Rd. (N. Leg)	0	1.000	0	1.000	20.00	1792	0	12.00	1792	0
2	Sylvan Lake Rd. (W. Leg)	0	1.000	0	1.000	20.00	1792	0	12.00	1792	0
3	Brush Creek Rd. (S. Leg)	0	1.000	0	1.000	20.00	1792	0	12.00	1792	0
4	Sylvan Lake Rd. (E. Leg)	0	1.000	0	1.000	20.00	1792	0	12.00	1792	0

Traffic Flow Data (veh/hr)

2040 AM Peak Peak Hour Flows

Leg	Leg Names	Turning Flows					Flow Modifiers	
		U-Turn	Exit-3	Exit-2	Exit-1	Bypass	Trucks %	Flow Factor
1	Brush Creek Rd. (N. Leg)	0	136	70	0	0	5.0	1.00
2	Sylvan Lake Rd. (W. Leg)	0	28	93	59	0	5.0	1.00
3	Brush Creek Rd. (S. Leg)	0	57	53	67	0	5.0	1.00
4	Sylvan Lake Rd. (E. Leg)	0	0	295	300	0	5.0	1.00

2040 AM Peak Synthetic Flow Profile - Timeslice 7.5 mins

Leg	Leg Names	Flow Ratios			Flow Times		
		Ratio 1	Ratio 2	Ratio 3	Time 1	Time 2	Time 3
1	Brush Creek Rd. (N. Leg)	0.750	1.125	0.750	0	30	60
2	Sylvan Lake Rd. (W. Leg)	0.750	1.125	0.750	0	30	60
3	Brush Creek Rd. (S. Leg)	0.750	1.125	0.750	0	30	60
4	Sylvan Lake Rd. (E. Leg)	0.750	1.125	0.750	0	30	60

Operational Results

2040 AM Peak - 60 minutes

Flows and Capacity

Leg	Leg Names	Bypass Type	Flows (veh/hr)					Capacity (veh/hr)			
			Arrival Flow		Opposing Flow		Exit Flow	Capacity		Average VCR	
			Entry	Bypass	Entry	Bypass		Entry	Bypass	Entry	Bypass
1	Brush Creek Rd (N. Leg)	None	206		352		381	931		0.2212	
2	Sylvan Lake Rd. (W. Leg)	None	180		206		352	1005		0.1790	
3	Brush Creek Rd. (S. Leg)	None	177		257		129	979		0.1807	
4	Sylvan Lake Rd. (E. Leg)	None	595		138		296	1040		0.5722	

Delays, Queues and Level of Service

Leg	Leg Names	Bypass Type	Average Delay (sec)			95% Queue (veh)		Level of Service		
			Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Leg
1	Brush Creek Rd (N. Leg)	None	4.66		4.66	0.84		A		A
2	Sylvan Lake Rd. (W. Leg)	None	4.10		4.10	0.63		A		A
3	Brush Creek Rd. (S. Leg)	None	4.22		4.22	0.64		A		A
4	Sylvan Lake Rd. (E. Leg)	None	7.39		7.39	4.02		A		A

2040 AM Peak - 15 minutes

Flows and Capacity

Leg	Leg Names	Bypass Type	Flows (veh/hr)					Capacity (veh/hr)			
			Arrival Flow		Opposing Flow		Exit Flow	Capacity		Average VCR	
			Entry	Bypass	Entry	Bypass		Entry	Bypass	Entry	Bypass
1	Brush Creek Rd (N. Leg)	None	232		397		429	909		0.2557	
2	Sylvan Lake Rd. (W. Leg)	None	203		232		397	992		0.2046	
3	Brush Creek Rd. (S. Leg)	None	200		290		145	963		0.2073	
4	Sylvan Lake Rd. (E. Leg)	None	671		156		334	1031		0.6508	

Delays, Queues and Level of Service

Leg	Leg Names	Bypass Type	Average Delay (sec)			95% Queue (veh)		Level of Service		
			Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Leg
1	Brush Creek Rd (N. Leg)	None	4.84		4.84	0.84		A		A
2	Sylvan Lake Rd. (W. Leg)	None	4.18		4.18	0.63		A		A
3	Brush Creek Rd. (S. Leg)	None	4.32		4.32	0.64		A		A
4	Sylvan Lake Rd. (E. Leg)	None	8.18		8.18	4.02		A		A

Approach Flow Profile

2040 AM Peak - Approach Flows (Veh / Hour)

Time Slice	Brush Creek Rd (N. Leg)	Sylvan Lake Rd. (W. Leg)	Brush Creek Rd. (S. Leg)	Sylvan Lake Rd. (E. Leg)
0.0 - 7.5	21.42	18.72	18.41	61.88
7.5 - 15.0	24.94	21.79	21.43	72.04
15.0 - 22.5	27.60	24.12	23.72	79.72
22.5 - 30.0	29.04	25.37	24.95	83.87
30.0 - 37.5	29.04	25.37	24.95	83.87
37.5 - 45.0	27.60	24.12	23.72	79.72
45.0 - 52.5	24.94	21.79	21.43	72.04
52.5 - 60.0	21.42	18.72	18.41	61.88
Peak 15 min	29.04	25.37	24.95	83.87
Peak 60 min	25.75	22.50	22.13	74.38

Exit Flow Profile

2040 AM Peak - Exit Flows (Veh / Hour)

Time Slice	Brush Creek Rd (N. Leg)	Sylvan Lake Rd. (W. Leg)	Brush Creek Rd. (S. Leg)	Sylvan Lake Rd. (E. Leg)
0.0 - 7.5	39.59	36.57	13.41	30.77
7.5 - 15.0	46.05	42.54	15.60	35.80
15.0 - 22.5	50.97	47.09	17.27	39.63
22.5 - 30.0	53.65	49.56	18.18	41.71
30.0 - 37.5	53.70	49.61	18.18	41.72
37.5 - 45.0	51.08	47.20	17.29	39.67
45.0 - 52.5	46.22	42.70	15.63	35.86
52.5 - 60.0	39.71	36.69	13.43	30.81
0-60	381	352	129	296
%Trucks	5.00	5.00	5.00	5.00

Operational Data

Main Geometry (ft)

Approach and Entry Geometry

Leg	Leg Names	Approach Bearing (deg)	Grade Separation G	Half Width V	Approach Lanes n	Entry Width E	Entry Lanes n	Flare Length L'	Entry Radius R	Entry Angle Phi
1	Brush Creek Rd. (N. Leg)	0	0	12.00	1	14.00	1	120.00	66.00	30.00
2	Sylvan Lake Rd. (W. Leg)	90	0	12.00	1	14.00	1	120.00	66.00	30.00
3	Brush Creek Rd. (S. Leg)	180	0	12.00	1	14.00	1	120.00	66.00	30.00
4	Sylvan Lake Rd. (E. Leg)	270	0	12.00	1	14.00	1	120.00	66.00	30.00

Circulating and Exit Geometry

Leg	Leg Names	Inscribed Diameter D	Circulating Width C	Circulating Lanes nc	Exit Width Ex	Exit Lanes nex	Exit Half Width Vx	Exit Half Width Lanes nvx
1	Brush Creek Rd. (N. Leg)	150.00	16.00	1	14.00	1	12.00	1
2	Sylvan Lake Rd. (W. Leg)	150.00	16.00	1	14.00	1	12.00	1
3	Brush Creek Rd. (S. Leg)	150.00	16.00	1	14.00	1	12.00	1
4	Sylvan Lake Rd. (E. Leg)	150.00	16.00	1	14.00	1	12.00	1

Capacity Modifiers and Capacity Calibration (veh/hr)

Leg	Leg Names	Entry Capacity		Entry Calibration		Approach Road			Exit Road		
		Capacity + or -	XWalk Factor	Intercept + or -	Slope Factor	V (ft)	Default Capacity	Calib Capacity	V (ft)	Default Capacity	Calib Capacity
1	Brush Creek Rd. (N. Leg)	0	1.000	0	1.000	20.00	1792	0	12.00	1792	0
2	Sylvan Lake Rd. (W. Leg)	0	1.000	0	1.000	20.00	1792	0	12.00	1792	0
3	Brush Creek Rd. (S. Leg)	0	1.000	0	1.000	20.00	1792	0	12.00	1792	0
4	Sylvan Lake Rd. (E. Leg)	0	1.000	0	1.000	20.00	1792	0	12.00	1792	0

Traffic Flow Data (veh/hr)

2040 PM Peak Peak Hour Flows

Leg	Leg Names	Turning Flows					Flow Modifiers	
		U-Turn	Exit-3	Exit-2	Exit-1	Bypass	Trucks %	Flow Factor
1	Brush Creek Rd. (N. Leg)	0	323	113	0	0	5.0	1.00
2	Sylvan Lake Rd. (W. Leg)	0	22	301	56	0	5.0	1.00
3	Brush Creek Rd. (S. Leg)	0	48	43	40	0	5.0	1.00
4	Sylvan Lake Rd. (E. Leg)	0	0	167	169	0	5.0	1.00

2040 PM Peak Synthetic Flow Profile - Timeslice 7.5 mins

Leg	Leg Names	Flow Ratios			Flow Times		
		Ratio 1	Ratio 2	Ratio 3	Time 1	Time 2	Time 3
1	Brush Creek Rd. (N. Leg)	0.750	1.125	0.750	0	30	60
2	Sylvan Lake Rd. (W. Leg)	0.750	1.125	0.750	0	30	60
3	Brush Creek Rd. (S. Leg)	0.750	1.125	0.750	0	30	60
4	Sylvan Lake Rd. (E. Leg)	0.750	1.125	0.750	0	30	60

Operational Results

2040 PM Peak - 60 minutes

Flows and Capacity

Leg	Leg Names	Bypass Type	Flows (veh/hr)					Capacity (veh/hr)			
			Arrival Flow		Opposing Flow		Exit Flow	Capacity		Average VCR	
			Entry	Bypass	Entry	Bypass		Entry	Bypass	Entry	Bypass
1	Brush Creek Rd (N. Leg)	None	436		215		234	1001		0.4357	
2	Sylvan Lake Rd. (W. Leg)	None	379		436		215	889		0.4265	
3	Brush Creek Rd. (S. Leg)	None	131		646		169	782		0.1675	
4	Sylvan Lake Rd. (E. Leg)	None	336		113		664	1053		0.3192	

Delays, Queues and Level of Service

Leg	Leg Names	Bypass Type	Average Delay (sec)			95% Queue (veh)		Level of Service		
			Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Leg
1	Brush Creek Rd (N. Leg)	None	5.90		5.90	2.30		A		A
2	Sylvan Lake Rd. (W. Leg)	None	6.59		6.59	2.28		A		A
3	Brush Creek Rd. (S. Leg)	None	5.24		5.24	0.61		A		A
4	Sylvan Lake Rd. (E. Leg)	None	4.68		4.68	1.36		A		A

2040 PM Peak - 15 minutes

Flows and Capacity

Leg	Leg Names	Bypass Type	Flows (veh/hr)					Capacity (veh/hr)			
			Arrival Flow		Opposing Flow		Exit Flow	Capacity		Average VCR	
			Entry	Bypass	Entry	Bypass		Entry	Bypass	Entry	Bypass
1	Brush Creek Rd (N. Leg)	None	492		242		264	987		0.4982	
2	Sylvan Lake Rd. (W. Leg)	None	427		491		242	860		0.4967	
3	Brush Creek Rd. (S. Leg)	None	148		728		190	740		0.1995	
4	Sylvan Lake Rd. (E. Leg)	None	379		127		748	1045		0.3625	

Delays, Queues and Level of Service

Leg	Leg Names	Bypass Type	Average Delay (sec)			95% Queue (veh)		Level of Service		
			Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Leg
1	Brush Creek Rd (N. Leg)	None	6.32		6.32	2.30		A		A
2	Sylvan Lake Rd. (W. Leg)	None	7.18		7.18	2.28		A		A
3	Brush Creek Rd. (S. Leg)	None	5.52		5.52	0.61		A		A
4	Sylvan Lake Rd. (E. Leg)	None	4.85		4.85	1.36		A		A

Approach Flow Profile

2040 PM Peak - Approach Flows (Veh / Hour)

Time Slice	Brush Creek Rd (N. Leg)	Sylvan Lake Rd. (W. Leg)	Brush Creek Rd. (S. Leg)	Sylvan Lake Rd. (E. Leg)
0.0 - 7.5	45.34	39.41	13.62	34.94
7.5 - 15.0	52.79	45.89	15.86	40.68
15.0 - 22.5	58.42	50.78	17.55	45.02
22.5 - 30.0	61.45	53.42	18.46	47.36
30.0 - 37.5	61.45	53.42	18.46	47.36
37.5 - 45.0	58.42	50.78	17.55	45.02
45.0 - 52.5	52.79	45.89	15.86	40.68
52.5 - 60.0	45.34	39.41	13.62	34.94
Peak 15 min	61.45	53.42	18.46	47.36
Peak 60 min	54.50	47.38	16.38	42.00

Exit Flow Profile

2040 PM Peak - Exit Flows (Veh / Hour)

Time Slice	Brush Creek Rd (N. Leg)	Sylvan Lake Rd. (W. Leg)	Brush Creek Rd. (S. Leg)	Sylvan Lake Rd. (E. Leg)
0.0 - 7.5	24.32	22.35	17.56	69.00
7.5 - 15.0	28.30	26.00	20.43	80.27
15.0 - 22.5	31.33	28.78	22.61	88.85
22.5 - 30.0	32.97	30.29	23.80	93.52
30.0 - 37.5	32.98	30.30	23.82	93.58
37.5 - 45.0	31.37	28.82	22.66	89.02
45.0 - 52.5	28.36	26.05	20.49	80.51
52.5 - 60.0	24.37	22.39	17.61	69.18
0-60	234	215	169	664
%Trucks	5.00	5.00	5.00	5.00

Operational Data

Main Geometry (ft)

Approach and Entry Geometry

Leg	Leg Names	Approach Bearing (deg)	Grade Separation G	Half Width V	Approach Lanes n	Entry Width E	Entry Lanes n	Flare Length L'	Entry Radius R	Entry Angle Phi
1	Neigh. A1 West Access (N. Leg)	0	0	12.00	1	14.00	1	120.00	66.00	30.00
2	Sylvan Lake Rd. (W. Leg)	90	0	12.00	1	14.00	1	120.00	66.00	30.00
3	Sylvan Lake Rd. (E. Leg)	270	0	12.00	1	14.00	1	120.00	66.00	30.00

Circulating and Exit Geometry

Leg	Leg Names	Inscribed Diameter D	Circulating Width C	Circulating Lanes nc	Exit Width Ex	Exit Lanes nex	Exit Half Width Vx	Exit Half Width Lanes nvx
1	Neigh. A1 West Access (N. Leg)	150.00	16.00	1	14.00	1	12.00	1
2	Sylvan Lake Rd. (W. Leg)	150.00	16.00	1	14.00	1	12.00	1
3	Sylvan Lake Rd. (E. Leg)	150.00	16.00	1	14.00	1	12.00	1

Capacity Modifiers and Capacity Calibration (veh/hr)

Leg	Leg Names	Entry Capacity		Entry Calibration		Approach Road			Exit Road		
		Capacity + or -	XWalk Factor	Intercept + or -	Slope Factor	V (ft)	Default Capacity	Calib Capacity	V (ft)	Default Capacity	Calib Capacity
1	Neigh. A1 West Access (N. Leg)	0	1.000	0	1.000	12.00	1792	0	12.00	1792	0
2	Sylvan Lake Rd. (W. Leg)	0	1.000	0	1.000	12.00	1792	0	12.00	1792	0
3	Sylvan Lake Rd. (E. Leg)	0	1.000	0	1.000	12.00	1792	0	12.00	1792	0

Traffic Flow Data (veh/hr)

2040 AM Peak Peak Hour Flows

Leg	Leg Names	Turning Flows				Flow Modifiers	
		U-Turn	Exit-2	Exit-1	Bypass	Trucks %	Flow Factor
1	Neigh. A1 West Access (N. Leg)	0	14	95	0	5.0	1.00
2	Sylvan Lake Rd. (W. Leg)	0	58	109	0	5.0	1.00
3	Sylvan Lake Rd. (E. Leg)	0	261	8	0	5.0	1.00

2040 AM Peak Synthetic Flow Profile - Timeslice 7.5 mins

Leg	Leg Names	Flow Ratios			Flow Times		
		Ratio 1	Ratio 2	Ratio 3	Time 1	Time 2	Time 3
1	Neigh. A1 West Access (N. Leg)	0.750	1.125	0.750	0	30	60
2	Sylvan Lake Rd. (W. Leg)	0.750	1.125	0.750	0	30	60
3	Sylvan Lake Rd. (E. Leg)	0.750	1.125	0.750	0	30	60

Operational Results

2040 AM Peak - 60 minutes

Flows and Capacity

Leg	Leg Names	Bypass Type	Flows (veh/hr)					Capacity (veh/hr)			
			Arrival Flow		Opposing Flow		Exit Flow	Capacity		Average VCR	
			Entry	Bypass	Entry	Bypass		Entry	Bypass	Entry	Bypass
1	Neigh. A1 West Access (N. Leg)	None	109		261		66	977		0.1115	
2	Sylvan Lake Rd. (W. Leg)	None	167		14		356	1103		0.1514	
3	Sylvan Lake Rd. (E. Leg)	None	269		58		123	1080		0.2490	

Delays, Queues and Level of Service

Leg	Leg Names	Bypass Type	Average Delay (sec)			95% Queue (veh)		Level of Service		
			Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Leg
1	Neigh. A1 West Access (N. Leg)	None	3.91		3.91	0.36		A		A
2	Sylvan Lake Rd. (W. Leg)	None	3.61		3.61	0.51		A		A
3	Sylvan Lake Rd. (E. Leg)	None	4.15		4.15	0.95		A		A

2040 AM Peak - 15 minutes

Flows and Capacity

Leg	Leg Names	Bypass Type	Flows (veh/hr)					Capacity (veh/hr)			
			Arrival Flow		Opposing Flow		Exit Flow	Capacity		Average VCR	
			Entry	Bypass	Entry	Bypass		Entry	Bypass	Entry	Bypass
1	Neigh. A1 West Access (N. Leg)	None	123		294		74	961		0.1280	
2	Sylvan Lake Rd. (W. Leg)	None	188		16		401	1102		0.1709	
3	Sylvan Lake Rd. (E. Leg)	None	303		65		139	1077		0.2817	

Delays, Queues and Level of Service

Leg	Leg Names	Bypass Type	Average Delay (sec)			95% Queue (veh)		Level of Service		
			Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Leg
1	Neigh. A1 West Access (N. Leg)	None	3.97		3.97	0.36		A		A
2	Sylvan Lake Rd. (W. Leg)	None	3.63		3.63	0.51		A		A
3	Sylvan Lake Rd. (E. Leg)	None	4.23		4.23	0.95		A		A

Approach Flow Profile

2040 AM Peak - Approach Flows (Veh / Hour)

Time Slice	Neigh. A1 West Access (N. Leg)	Sylvan Lake Rd. (W. Leg)	Sylvan Lake Rd. (E. Leg)
0.0 - 7.5	11.34	17.37	27.97
7.5 - 15.0	13.20	20.22	32.57
15.0 - 22.5	14.60	22.38	36.04
22.5 - 30.0	15.36	23.54	37.92
30.0 - 37.5	15.36	23.54	37.92
37.5 - 45.0	14.60	22.38	36.04
45.0 - 52.5	13.20	20.22	32.57
52.5 - 60.0	11.34	17.37	27.97
Peak 15 min	15.36	23.54	37.92
Peak 60 min	13.62	20.88	33.63

Exit Flow Profile

2040 AM Peak - Exit Flows (Veh / Hour)

Time Slice	Neigh. A1 West Access (N. Leg)	Sylvan Lake Rd. (W. Leg)	Sylvan Lake Rd. (E. Leg)
0.0 - 7.5	6.86	37.00	12.79
7.5 - 15.0	7.99	43.07	14.88
15.0 - 22.5	8.84	47.67	16.47
22.5 - 30.0	9.30	50.16	17.33
30.0 - 37.5	9.30	50.18	17.34
37.5 - 45.0	8.84	47.71	16.48
45.0 - 52.5	7.99	43.13	14.90
52.5 - 60.0	6.87	37.06	12.80
0-60	66	356	123
%Trucks	5.00	5.00	5.00

Operational Data

Main Geometry (ft)

Approach and Entry Geometry

Leg	Leg Names	Approach Bearing (deg)	Grade Separation G	Half Width V	Approach Lanes n	Entry Width E	Entry Lanes n	Flare Length L'	Entry Radius R	Entry Angle Phi
1	Neigh. A1 West Access (N. Leg)	0	0	12.00	1	14.00	1	120.00	66.00	30.00
2	Sylvan Lake Rd. (W. Leg)	90	0	12.00	1	14.00	1	120.00	66.00	30.00
3	Sylvan Lake Rd. (E. Leg)	270	0	12.00	1	14.00	1	120.00	66.00	30.00

Circulating and Exit Geometry

Leg	Leg Names	Inscribed Diameter D	Circulating Width C	Circulating Lanes nc	Exit Width Ex	Exit Lanes nex	Exit Half Width Vx	Exit Half Width Lanes nvx
1	Neigh. A1 West Access (N. Leg)	150.00	16.00	1	14.00	1	12.00	1
2	Sylvan Lake Rd. (W. Leg)	150.00	16.00	1	14.00	1	12.00	1
3	Sylvan Lake Rd. (E. Leg)	150.00	16.00	1	14.00	1	12.00	1

Capacity Modifiers and Capacity Calibration (veh/hr)

Leg	Leg Names	Entry Capacity		Entry Calibration		Approach Road			Exit Road		
		Capacity + or -	XWalk Factor	Intercept + or -	Slope Factor	V (ft)	Default Capacity	Calib Capacity	V (ft)	Default Capacity	Calib Capacity
1	Neigh. A1 West Access (N. Leg)	0	1.000	0	1.000	12.00	1792	0	12.00	1792	0
2	Sylvan Lake Rd. (W. Leg)	0	1.000	0	1.000	12.00	1792	0	12.00	1792	0
3	Sylvan Lake Rd. (E. Leg)	0	1.000	0	1.000	12.00	1792	0	12.00	1792	0

Traffic Flow Data (veh/hr)

2040 PM Peak Peak Hour Flows

Leg	Leg Names	Turning Flows				Flow Modifiers	
		U-Turn	Exit-2	Exit-1	Bypass	Trucks %	Flow Factor
1	Neigh. A1 West Access (N. Leg)	0	7	47	0	5.0	1.00
2	Sylvan Lake Rd. (W. Leg)	0	87	266	0	5.0	1.00
3	Sylvan Lake Rd. (E. Leg)	0	151	12	0	5.0	1.00

2040 PM Peak Synthetic Flow Profile - Timeslice 7.5 mins

Leg	Leg Names	Flow Ratios			Flow Times		
		Ratio 1	Ratio 2	Ratio 3	Time 1	Time 2	Time 3
1	Neigh. A1 West Access (N. Leg)	0.750	1.125	0.750	0	30	60
2	Sylvan Lake Rd. (W. Leg)	0.750	1.125	0.750	0	30	60
3	Sylvan Lake Rd. (E. Leg)	0.750	1.125	0.750	0	30	60

Operational Results

2040 PM Peak - 60 minutes

Flows and Capacity

Leg	Leg Names	Bypass Type	Flows (veh/hr)					Capacity (veh/hr)			
			Arrival Flow		Opposing Flow		Exit Flow	Capacity		Average VCR	
			Entry	Bypass	Entry	Bypass		Entry	Bypass	Entry	Bypass
1	Neigh. A1 West Access (N. Leg)	None	54		151		99	1033		0.0523	
2	Sylvan Lake Rd. (W. Leg)	None	353		7		198	1106		0.3191	
3	Sylvan Lake Rd. (E. Leg)	None	163		87		273	1066		0.1530	

Delays, Queues and Level of Service

Leg	Leg Names	Bypass Type	Average Delay (sec)			95% Queue (veh)		Level of Service		
			Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Leg
1	Neigh. A1 West Access (N. Leg)	None	3.47		3.47	0.16		A		A
2	Sylvan Lake Rd. (W. Leg)	None	4.44		4.44	1.35		A		A
3	Sylvan Lake Rd. (E. Leg)	None	3.75		3.75	0.52		A		A

2040 PM Peak - 15 minutes

Flows and Capacity

Leg	Leg Names	Bypass Type	Flows (veh/hr)					Capacity (veh/hr)			
			Arrival Flow		Opposing Flow		Exit Flow	Capacity		Average VCR	
			Entry	Bypass	Entry	Bypass		Entry	Bypass	Entry	Bypass
1	Neigh. A1 West Access (N. Leg)	None	61		170		112	1023		0.0595	
2	Sylvan Lake Rd. (W. Leg)	None	398		8		223	1106		0.3599	
3	Sylvan Lake Rd. (E. Leg)	None	184		98		308	1060		0.1734	

Delays, Queues and Level of Service

Leg	Leg Names	Bypass Type	Average Delay (sec)			95% Queue (veh)		Level of Service		
			Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Leg
1	Neigh. A1 West Access (N. Leg)	None	3.48		3.48	0.16		A		A
2	Sylvan Lake Rd. (W. Leg)	None	4.58		4.58	1.35		A		A
3	Sylvan Lake Rd. (E. Leg)	None	3.78		3.78	0.52		A		A

Approach Flow Profile

2040 PM Peak - Approach Flows (Veh / Hour)

Time Slice	Neigh. A1 West Access (N. Leg)	Sylvan Lake Rd. (W. Leg)	Sylvan Lake Rd. (E. Leg)
0.0 - 7.5	5.62	36.71	16.95
7.5 - 15.0	6.54	42.74	19.73
15.0 - 22.5	7.24	47.30	21.84
22.5 - 30.0	7.61	49.76	22.98
30.0 - 37.5	7.61	49.76	22.98
37.5 - 45.0	7.24	47.30	21.84
45.0 - 52.5	6.54	42.74	19.73
52.5 - 60.0	5.62	36.71	16.95
Peak 15 min	7.61	49.76	22.98
Peak 60 min	6.75	44.13	20.38

Exit Flow Profile

2040 PM Peak - Exit Flows (Veh / Hour)

Time Slice	Neigh. A1 West Access (N. Leg)	Sylvan Lake Rd. (W. Leg)	Sylvan Lake Rd. (E. Leg)
0.0 - 7.5	10.29	20.58	28.38
7.5 - 15.0	11.98	23.96	33.02
15.0 - 22.5	13.26	26.52	36.55
22.5 - 30.0	13.95	27.90	38.47
30.0 - 37.5	13.95	27.91	38.48
37.5 - 45.0	13.27	26.53	36.59
45.0 - 52.5	11.99	23.98	33.08
52.5 - 60.0	10.31	20.61	28.42
0-60	99	198	273
%Trucks	5.00	5.00	5.00

Operational Data

Main Geometry (ft)

Approach and Entry Geometry

Leg	Leg Names	Approach Bearing (deg)	Grade Separation G	Half Width V	Approach Lanes n	Entry Width E	Entry Lanes n	Flare Length L'	Entry Radius R	Entry Angle Phi
1	Ouzel Ln (N. Leg)	0	0	12.00	1	14.00	1	120.00	66.00	30.00
2	Sylvan Lake Rd. (W. Leg)	90	0	12.00	1	14.00	1	120.00	66.00	30.00
3	Ouzel Ln (S. Leg)	180	0	12.00	1	14.00	1	120.00	66.00	30.00
4	Sylvan Lake Rd. (E. Leg)	270	0	12.00	1	14.00	1	120.00	66.00	30.00

Circulating and Exit Geometry

Leg	Leg Names	Inscribed Diameter D	Circulating Width C	Circulating Lanes nc	Exit Width Ex	Exit Lanes nex	Exit Half Width Vx	Exit Half Width Lanes nvx
1	Ouzel Ln (N. Leg)	150.00	16.00	1	14.00	1	12.00	1
2	Sylvan Lake Rd. (W. Leg)	150.00	16.00	1	14.00	1	12.00	1
3	Ouzel Ln (S. Leg)	150.00	16.00	1	14.00	1	12.00	1
4	Sylvan Lake Rd. (E. Leg)	150.00	16.00	1	14.00	1	12.00	1

Capacity Modifiers and Capacity Calibration (veh/hr)

Leg	Leg Names	Entry Capacity		Entry Calibration		Approach Road			Exit Road		
		Capacity + or -	XWalk Factor	Intercept + or -	Slope Factor	V (ft)	Default Capacity	Calib Capacity	V (ft)	Default Capacity	Calib Capacity
1	Ouzel Ln (N. Leg)	0	1.000	0	1.000	20.00	1792	0	12.00	1792	0
2	Sylvan Lake Rd. (W. Leg)	0	1.000	0	1.000	20.00	1792	0	12.00	1792	0
3	Ouzel Ln (S. Leg)	0	1.000	0	1.000	20.00	1792	0	12.00	1792	0
4	Sylvan Lake Rd. (E. Leg)	0	1.000	0	1.000	20.00	1792	0	12.00	1792	0

Traffic Flow Data (veh/hr)

2040 AM Peak Peak Hour Flows

Leg	Leg Names	Turning Flows					Flow Modifiers	
		U-Turn	Exit-3	Exit-2	Exit-1	Bypass	Trucks %	Flow Factor
1	Ouzel Ln (N. Leg)	0	0	14	95	0	5.0	1.00
2	Sylvan Lake Rd. (W. Leg)	0	58	45	20	0	5.0	1.00
3	Ouzel Ln (S. Leg)	0	29	8	10	0	5.0	1.00
4	Sylvan Lake Rd. (E. Leg)	0	31	146	0	0	5.0	1.00

2040 AM Peak Synthetic Flow Profile - Timeslice 7.5 mins

Leg	Leg Names	Flow Ratios			Flow Times		
		Ratio 1	Ratio 2	Ratio 3	Time 1	Time 2	Time 3
1	Ouzel Ln (N. Leg)	0.750	1.125	0.750	0	30	60
2	Sylvan Lake Rd. (W. Leg)	0.750	1.125	0.750	0	30	60
3	Ouzel Ln (S. Leg)	0.750	1.125	0.750	0	30	60
4	Sylvan Lake Rd. (E. Leg)	0.750	1.125	0.750	0	30	60

Operational Results

2040 AM Peak - 60 minutes

Flows and Capacity

Leg	Leg Names	Bypass Type	Flows (veh/hr)					Capacity (veh/hr)			
			Arrival Flow		Opposing Flow		Exit Flow	Capacity		Average VCR	
			Entry	Bypass	Entry	Bypass		Entry	Bypass	Entry	Bypass
1	Ouzel Ln (N. Leg)	None	109		206		66	1005		0.1084	
2	Sylvan Lake Rd. (W. Leg)	None	123		45		270	1087		0.1132	
3	Ouzel Ln (S. Leg)	None	47		103		65	1058		0.0444	
4	Sylvan Lake Rd. (E. Leg)	None	177		95		55	1062		0.1667	

Delays, Queues and Level of Service

Leg	Leg Names	Bypass Type	Average Delay (sec)			95% Queue (veh)		Level of Service		
			Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Leg
1	Ouzel Ln (N. Leg)	None	3.79		3.79	0.35		A		A
2	Sylvan Lake Rd. (W. Leg)	None	3.52		3.52	0.36		A		A
3	Ouzel Ln (S. Leg)	None	3.37		3.37	0.13		A		A
4	Sylvan Lake Rd. (E. Leg)	None	3.82		3.82	0.58		A		A

2040 AM Peak - 15 minutes

Flows and Capacity

Leg	Leg Names	Bypass Type	Flows (veh/hr)					Capacity (veh/hr)			
			Arrival Flow		Opposing Flow		Exit Flow	Capacity		Average VCR	
			Entry	Bypass	Entry	Bypass		Entry	Bypass	Entry	Bypass
1	Ouzel Ln (N. Leg)	None	123		232		74	992		0.1239	
2	Sylvan Lake Rd. (W. Leg)	None	139		51		304	1084		0.1279	
3	Ouzel Ln (S. Leg)	None	53		116		73	1051		0.0504	
4	Sylvan Lake Rd. (E. Leg)	None	200		107		62	1055		0.1891	

Delays, Queues and Level of Service

Leg	Leg Names	Bypass Type	Average Delay (sec)			95% Queue (veh)		Level of Service		
			Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Leg
1	Ouzel Ln (N. Leg)	None	3.83		3.83	0.35		A		A
2	Sylvan Lake Rd. (W. Leg)	None	3.52		3.52	0.36		A		A
3	Ouzel Ln (S. Leg)	None	3.36		3.36	0.13		A		A
4	Sylvan Lake Rd. (E. Leg)	None	3.87		3.87	0.58		A		A

Approach Flow Profile

2040 AM Peak - Approach Flows (Veh / Hour)

Time Slice	Ouzel Ln (N. Leg)	Sylvan Lake Rd. (W. Leg)	Ouzel Ln (S. Leg)	Sylvan Lake Rd. (E. Leg)
0.0 - 7.5	11.34	12.79	4.89	18.41
7.5 - 15.0	13.20	14.89	5.69	21.43
15.0 - 22.5	14.60	16.48	6.30	23.72
22.5 - 30.0	15.36	17.34	6.62	24.95
30.0 - 37.5	15.36	17.34	6.62	24.95
37.5 - 45.0	14.60	16.48	6.30	23.72
45.0 - 52.5	13.20	14.89	5.69	21.43
52.5 - 60.0	11.34	12.79	4.89	18.41
Peak 15 min	15.36	17.34	6.62	24.95
Peak 60 min	13.62	15.38	5.87	22.13

Exit Flow Profile

2040 AM Peak - Exit Flows (Veh / Hour)

Time Slice	Ouzel Ln (N. Leg)	Sylvan Lake Rd. (W. Leg)	Ouzel Ln (S. Leg)	Sylvan Lake Rd. (E. Leg)
0.0 - 7.5	6.86	28.07	6.76	5.72
7.5 - 15.0	7.99	32.67	7.86	6.65
15.0 - 22.5	8.84	36.16	8.70	7.37
22.5 - 30.0	9.30	38.05	9.16	7.75
30.0 - 37.5	9.30	38.06	9.16	7.75
37.5 - 45.0	8.84	36.18	8.71	7.37
45.0 - 52.5	7.99	32.71	7.87	6.66
52.5 - 60.0	6.87	28.10	6.76	5.72
0-60	66	270	65	55
%Trucks	5.00	5.00	5.00	5.00

Operational Data

Main Geometry (ft)

Approach and Entry Geometry

Leg	Leg Names	Approach Bearing (deg)	Grade Separation G	Half Width V	Approach Lanes n	Entry Width E	Entry Lanes n	Flare Length L'	Entry Radius R	Entry Angle Phi
1	Ouzel Ln (N. Leg)	0	0	12.00	1	14.00	1	120.00	66.00	30.00
2	Sylvan Lake Rd. (W. Leg)	90	0	12.00	1	14.00	1	120.00	66.00	30.00
3	Ouzel Ln (S. Leg)	180	0	12.00	1	14.00	1	120.00	66.00	30.00
4	Sylvan Lake Rd. (E. Leg)	270	0	12.00	1	14.00	1	120.00	66.00	30.00

Circulating and Exit Geometry

Leg	Leg Names	Inscribed Diameter D	Circulating Width C	Circulating Lanes nc	Exit Width Ex	Exit Lanes nex	Exit Half Width Vx	Exit Half Width Lanes nvx
1	Ouzel Ln (N. Leg)	150.00	16.00	1	14.00	1	12.00	1
2	Sylvan Lake Rd. (W. Leg)	150.00	16.00	1	14.00	1	12.00	1
3	Ouzel Ln (S. Leg)	150.00	16.00	1	14.00	1	12.00	1
4	Sylvan Lake Rd. (E. Leg)	150.00	16.00	1	14.00	1	12.00	1

Capacity Modifiers and Capacity Calibration (veh/hr)

Leg	Leg Names	Entry Capacity		Entry Calibration		Approach Road			Exit Road		
		Capacity + or -	XWalk Factor	Intercept + or -	Slope Factor	V (ft)	Default Capacity	Calib Capacity	V (ft)	Default Capacity	Calib Capacity
1	Ouzel Ln (N. Leg)	0	1.000	0	1.000	20.00	1792	0	12.00	1792	0
2	Sylvan Lake Rd. (W. Leg)	0	1.000	0	1.000	20.00	1792	0	12.00	1792	0
3	Ouzel Ln (S. Leg)	0	1.000	0	1.000	20.00	1792	0	12.00	1792	0
4	Sylvan Lake Rd. (E. Leg)	0	1.000	0	1.000	20.00	1792	0	12.00	1792	0

Traffic Flow Data (veh/hr)

2040 PM Peak Peak Hour Flows

Leg	Leg Names	Turning Flows					Flow Modifiers	
		U-Turn	Exit-3	Exit-2	Exit-1	Bypass	Trucks %	Flow Factor
1	Ouzel Ln (N. Leg)	0	0	7	47	0	5.0	1.00
2	Sylvan Lake Rd. (W. Leg)	0	87	157	29	0	5.0	1.00
3	Ouzel Ln (S. Leg)	0	25	12	34	0	5.0	1.00
4	Sylvan Lake Rd. (E. Leg)	0	20	91	0	0	5.0	1.00

2040 PM Peak Synthetic Flow Profile - Timeslice 7.5 mins

Leg	Leg Names	Flow Ratios			Flow Times		
		Ratio 1	Ratio 2	Ratio 3	Time 1	Time 2	Time 3
1	Ouzel Ln (N. Leg)	0.750	1.125	0.750	0	30	60
2	Sylvan Lake Rd. (W. Leg)	0.750	1.125	0.750	0	30	60
3	Ouzel Ln (S. Leg)	0.750	1.125	0.750	0	30	60
4	Sylvan Lake Rd. (E. Leg)	0.750	1.125	0.750	0	30	60

Operational Results

2040 PM Peak - 60 minutes

Flows and Capacity

Leg	Leg Names	Bypass Type	Flows (veh/hr)					Capacity (veh/hr)			
			Arrival Flow		Opposing Flow		Exit Flow	Capacity		Average VCR	
			Entry	Bypass	Entry	Bypass		Entry	Bypass	Entry	Bypass
1	Ouzel Ln (N. Leg)	None	54		136		99	1041		0.0519	
2	Sylvan Lake Rd. (W. Leg)	None	273		27		163	1096		0.2491	
3	Ouzel Ln (S. Leg)	None	71		244		56	986		0.0720	
4	Sylvan Lake Rd. (E. Leg)	None	111		124		191	1047		0.1060	

Delays, Queues and Level of Service

Leg	Leg Names	Bypass Type	Average Delay (sec)			95% Queue (veh)		Level of Service		
			Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Leg
1	Ouzel Ln (N. Leg)	None	3.45		3.45	0.16		A		A
2	Sylvan Lake Rd. (W. Leg)	None	4.09		4.09	0.95		A		A
3	Ouzel Ln (S. Leg)	None	3.72		3.72	0.22		A		A
4	Sylvan Lake Rd. (E. Leg)	None	3.62		3.62	0.34		A		A

2040 PM Peak - 15 minutes

Flows and Capacity

Leg	Leg Names	Bypass Type	Flows (veh/hr)					Capacity (veh/hr)			
			Arrival Flow		Opposing Flow		Exit Flow	Capacity		Average VCR	
			Entry	Bypass	Entry	Bypass		Entry	Bypass	Entry	Bypass
1	Ouzel Ln (N. Leg)	None	61		153		112	1032		0.0590	
2	Sylvan Lake Rd. (W. Leg)	None	308		30		184	1094		0.2813	
3	Ouzel Ln (S. Leg)	None	80		275		63	970		0.0825	
4	Sylvan Lake Rd. (E. Leg)	None	125		140		215	1039		0.1205	

Delays, Queues and Level of Service

Leg	Leg Names	Bypass Type	Average Delay (sec)			95% Queue (veh)		Level of Service		
			Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Leg
1	Ouzel Ln (N. Leg)	None	3.45		3.45	0.16		A		A
2	Sylvan Lake Rd. (W. Leg)	None	4.17		4.17	0.95		A		A
3	Ouzel Ln (S. Leg)	None	3.75		3.75	0.22		A		A
4	Sylvan Lake Rd. (E. Leg)	None	3.65		3.65	0.34		A		A

Approach Flow Profile

2040 PM Peak - Approach Flows (Veh / Hour)

Time Slice	Ouzel Ln (N. Leg)	Sylvan Lake Rd. (W. Leg)	Ouzel Ln (S. Leg)	Sylvan Lake Rd. (E. Leg)
0.0 - 7.5	5.62	28.39	7.38	11.54
7.5 - 15.0	6.54	33.05	8.60	13.44
15.0 - 22.5	7.24	36.58	9.51	14.87
22.5 - 30.0	7.61	38.48	10.01	15.65
30.0 - 37.5	7.61	38.48	10.01	15.65
37.5 - 45.0	7.24	36.58	9.51	14.87
45.0 - 52.5	6.54	33.05	8.60	13.44
52.5 - 60.0	5.62	28.39	7.38	11.54
Peak 15 min	7.61	38.48	10.01	15.65
Peak 60 min	6.75	34.13	8.88	13.87

Exit Flow Profile

2040 PM Peak - Exit Flows (Veh / Hour)

Time Slice	Ouzel Ln (N. Leg)	Sylvan Lake Rd. (W. Leg)	Ouzel Ln (S. Leg)	Sylvan Lake Rd. (E. Leg)
0.0 - 7.5	10.29	16.94	5.82	19.85
7.5 - 15.0	11.98	19.72	6.78	23.11
15.0 - 22.5	13.26	21.83	7.50	25.58
22.5 - 30.0	13.95	22.97	7.89	26.91
30.0 - 37.5	13.95	22.98	7.89	26.92
37.5 - 45.0	13.27	21.84	7.50	25.60
45.0 - 52.5	11.99	19.74	6.78	23.14
52.5 - 60.0	10.30	16.96	5.83	19.88
0-60	99	163	56	191
%Trucks	5.00	5.00	5.00	5.00

Operational Data

Main Geometry (ft)

Approach and Entry Geometry

Leg	Leg Names	Approach Bearing (deg)	Grade Separation G	Half Width V	Approach Lanes n	Entry Width E	Entry Lanes n	Flare Length L'	Entry Radius R	Entry Angle Phi
1	Ouzel Ln (N. Leg)	0	0	12.00	1	14.00	1	120.00	66.00	30.00
2	Sylvan Lake Rd. (W. Leg)	90	0	12.00	1	14.00	1	120.00	66.00	30.00
3	Ouzel Ln (S. Leg)	180	0	12.00	1	14.00	1	120.00	66.00	30.00
4	Sylvan Lake Rd. (E. Leg)	270	0	12.00	1	14.00	1	120.00	66.00	30.00

Circulating and Exit Geometry

Leg	Leg Names	Inscribed Diameter D	Circulating Width C	Circulating Lanes nc	Exit Width Ex	Exit Lanes nex	Exit Half Width Vx	Exit Half Width Lanes nvx
1	Ouzel Ln (N. Leg)	150.00	16.00	1	14.00	1	12.00	1
2	Sylvan Lake Rd. (W. Leg)	150.00	16.00	1	14.00	1	12.00	1
3	Ouzel Ln (S. Leg)	150.00	16.00	1	14.00	1	12.00	1
4	Sylvan Lake Rd. (E. Leg)	150.00	16.00	1	14.00	1	12.00	1

Capacity Modifiers and Capacity Calibration (veh/hr)

Leg	Leg Names	Entry Capacity		Entry Calibration		Approach Road			Exit Road		
		Capacity + or -	XWalk Factor	Intercept + or -	Slope Factor	V (ft)	Default Capacity	Calib Capacity	V (ft)	Default Capacity	Calib Capacity
1	Ouzel Ln (N. Leg)	0	1.000	0	1.000	20.00	1792	0	12.00	1792	0
2	Sylvan Lake Rd. (W. Leg)	0	1.000	0	1.000	20.00	1792	0	12.00	1792	0
3	Ouzel Ln (S. Leg)	0	1.000	0	1.000	20.00	1792	0	12.00	1792	0
4	Sylvan Lake Rd. (E. Leg)	0	1.000	0	1.000	20.00	1792	0	12.00	1792	0

Traffic Flow Data (veh/hr)

2040 AM Peak Peak Hour Flows

Leg	Leg Names	Turning Flows					Flow Modifiers	
		U-Turn	Exit-3	Exit-2	Exit-1	Bypass	Trucks %	Flow Factor
1	Ouzel Ln (N. Leg)	0	0	13	74	0	5.0	1.00
2	Sylvan Lake Rd. (W. Leg)	0	19	101	60	0	5.0	1.00
3	Ouzel Ln (S. Leg)	0	7	3	11	0	5.0	1.00
4	Sylvan Lake Rd. (E. Leg)	0	89	405	2	0	5.0	1.00

2040 AM Peak Synthetic Flow Profile - Timeslice 7.5 mins

Leg	Leg Names	Flow Ratios			Flow Times		
		Ratio 1	Ratio 2	Ratio 3	Time 1	Time 2	Time 3
1	Ouzel Ln (N. Leg)	0.750	1.125	0.750	0	30	60
2	Sylvan Lake Rd. (W. Leg)	0.750	1.125	0.750	0	30	60
3	Ouzel Ln (S. Leg)	0.750	1.125	0.750	0	30	60
4	Sylvan Lake Rd. (E. Leg)	0.750	1.125	0.750	0	30	60

Operational Results

2040 AM Peak - 60 minutes

Flows and Capacity

Leg	Leg Names	Bypass Type	Flows (veh/hr)					Capacity (veh/hr)			
			Arrival Flow		Opposing Flow		Exit Flow	Capacity		Average VCR	
			Entry	Bypass	Entry	Bypass		Entry	Bypass	Entry	Bypass
1	Ouzel Ln (N. Leg)	None	87		501		24	856		0.1017	
2	Sylvan Lake Rd. (W. Leg)	None	180		102		486	1058		0.1701	
3	Ouzel Ln (S. Leg)	None	21		120		162	1049		0.0200	
4	Sylvan Lake Rd. (E. Leg)	None	496		29		112	1095		0.4529	

Delays, Queues and Level of Service

Leg	Leg Names	Bypass Type	Average Delay (sec)			95% Queue (veh)		Level of Service		
			Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Leg
1	Ouzel Ln (N. Leg)	None	4.43		4.43	0.34		A		A
2	Sylvan Lake Rd. (W. Leg)	None	3.85		3.85	0.59		A		A
3	Ouzel Ln (S. Leg)	None	3.31		3.31	0.06		A		A
4	Sylvan Lake Rd. (E. Leg)	None	5.53		5.53	2.42		A		A

2040 AM Peak - 15 minutes

Flows and Capacity

Leg	Leg Names	Bypass Type	Flows (veh/hr)				Capacity (veh/hr)			
			Arrival Flow		Opposing Flow		Exit Flow		Capacity	
			Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass
1	Ouzel Ln (N. Leg)	None	98		565		27		823	0.1192
2	Sylvan Lake Rd. (W. Leg)	None	203		115		548		1052	0.1930
3	Ouzel Ln (S. Leg)	None	24		135		183		1041	0.0227
4	Sylvan Lake Rd. (E. Leg)	None	559		33		126		1093	0.5116

Delays, Queues and Level of Service

Leg	Leg Names	Bypass Type	Average Delay (sec)			95% Queue (veh)		Level of Service		
			Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Leg
1	Ouzel Ln (N. Leg)	None	4.57		4.57	0.34		A		A
2	Sylvan Lake Rd. (W. Leg)	None	3.90		3.90	0.59		A		A
3	Ouzel Ln (S. Leg)	None	3.30		3.30	0.06		A		A
4	Sylvan Lake Rd. (E. Leg)	None	5.86		5.86	2.42		A		A

Approach Flow Profile

2040 AM Peak - Approach Flows (Veh / Hour)

Time Slice	Ouzel Ln (N. Leg)	Sylvan Lake Rd. (W. Leg)	Ouzel Ln (S. Leg)	Sylvan Lake Rd. (E. Leg)
0.0 - 7.5	9.05	18.72	2.18	51.58
7.5 - 15.0	10.53	21.79	2.54	60.05
15.0 - 22.5	11.66	24.12	2.81	66.46
22.5 - 30.0	12.26	25.37	2.96	69.91
30.0 - 37.5	12.26	25.37	2.96	69.91
37.5 - 45.0	11.66	24.12	2.81	66.46
45.0 - 52.5	10.53	21.79	2.54	60.05
52.5 - 60.0	9.05	18.72	2.18	51.58
Peak 15 min	12.26	25.37	2.96	69.91
Peak 60 min	10.88	22.50	2.62	62.00

Exit Flow Profile

2040 AM Peak - Exit Flows (Veh / Hour)

Time Slice	Ouzel Ln (N. Leg)	Sylvan Lake Rd. (W. Leg)	Ouzel Ln (S. Leg)	Sylvan Lake Rd. (E. Leg)
0.0 - 7.5	2.49	50.51	16.84	11.64
7.5 - 15.0	2.90	58.77	19.59	13.55
15.0 - 22.5	3.21	65.05	21.69	15.00
22.5 - 30.0	3.38	68.46	22.82	15.78
30.0 - 37.5	3.38	68.50	22.83	15.79
37.5 - 45.0	3.22	65.15	21.71	15.01
45.0 - 52.5	2.91	58.91	19.63	13.57
52.5 - 60.0	2.50	50.62	16.87	11.66
0-60	24	486	162	112
%Trucks	5.00	5.00	5.00	5.00

Operational Data

Main Geometry (ft)

Approach and Entry Geometry

Leg	Leg Names	Approach Bearing (deg)	Grade Separation G	Half Width V	Approach Lanes n	Entry Width E	Entry Lanes n	Flare Length L'	Entry Radius R	Entry Angle Phi
1	Ouzel Ln (N. Leg)	0	0	12.00	1	14.00	1	120.00	66.00	30.00
2	Sylvan Lake Rd. (W. Leg)	90	0	12.00	1	14.00	1	120.00	66.00	30.00
3	Ouzel Ln (S. Leg)	180	0	12.00	1	14.00	1	120.00	66.00	30.00
4	Sylvan Lake Rd. (E. Leg)	270	0	12.00	1	14.00	1	120.00	66.00	30.00

Circulating and Exit Geometry

Leg	Leg Names	Inscribed Diameter D	Circulating Width C	Circulating Lanes nc	Exit Width Ex	Exit Lanes nex	Exit Half Width Vx	Exit Half Width Lanes nvx
1	Ouzel Ln (N. Leg)	150.00	16.00	1	14.00	1	12.00	1
2	Sylvan Lake Rd. (W. Leg)	150.00	16.00	1	14.00	1	12.00	1
3	Ouzel Ln (S. Leg)	150.00	16.00	1	14.00	1	12.00	1
4	Sylvan Lake Rd. (E. Leg)	150.00	16.00	1	14.00	1	12.00	1

Capacity Modifiers and Capacity Calibration (veh/hr)

Leg	Leg Names	Entry Capacity		Entry Calibration		Approach Road			Exit Road		
		Capacity + or -	XWalk Factor	Intercept + or -	Slope Factor	V (ft)	Default Capacity	Calib Capacity	V (ft)	Default Capacity	Calib Capacity
1	Ouzel Ln (N. Leg)	0	1.000	0	1.000	20.00	1792	0	12.00	1792	0
2	Sylvan Lake Rd. (W. Leg)	0	1.000	0	1.000	20.00	1792	0	12.00	1792	0
3	Ouzel Ln (S. Leg)	0	1.000	0	1.000	20.00	1792	0	12.00	1792	0
4	Sylvan Lake Rd. (E. Leg)	0	1.000	0	1.000	20.00	1792	0	12.00	1792	0

Traffic Flow Data (veh/hr)

2040 PM Peak Peak Hour Flows

Leg	Leg Names	Turning Flows					Flow Modifiers	
		U-Turn	Exit-3	Exit-2	Exit-1	Bypass	Trucks %	Flow Factor
1	Ouzel Ln (N. Leg)	0	0	7	41	0	5.0	1.00
2	Sylvan Lake Rd. (W. Leg)	0	75	381	38	0	5.0	1.00
3	Ouzel Ln (S. Leg)	0	13	11	43	0	5.0	1.00
4	Sylvan Lake Rd. (E. Leg)	0	41	229	1	0	5.0	1.00

2040 PM Peak Synthetic Flow Profile - Timeslice 7.5 mins

Leg	Leg Names	Flow Ratios			Flow Times		
		Ratio 1	Ratio 2	Ratio 3	Time 1	Time 2	Time 3
1	Ouzel Ln (N. Leg)	0.750	1.125	0.750	0	30	60
2	Sylvan Lake Rd. (W. Leg)	0.750	1.125	0.750	0	30	60
3	Ouzel Ln (S. Leg)	0.750	1.125	0.750	0	30	60
4	Sylvan Lake Rd. (E. Leg)	0.750	1.125	0.750	0	30	60

Operational Results

2040 PM Peak - 60 minutes

Flows and Capacity

Leg	Leg Names	Bypass Type	Flows (veh/hr)					Capacity (veh/hr)			
			Arrival Flow		Opposing Flow		Exit Flow	Capacity		Average VCR	
			Entry	Bypass	Entry	Bypass		Entry	Bypass	Entry	Bypass
1	Ouzel Ln (N. Leg)	None	48		283		87	966		0.0497	
2	Sylvan Lake Rd. (W. Leg)	None	494		48		283	1085		0.4551	
3	Ouzel Ln (S. Leg)	None	67		456		86	878		0.0763	
4	Sylvan Lake Rd. (E. Leg)	None	271		99		424	1060		0.2558	

Delays, Queues and Level of Service

Leg	Leg Names	Bypass Type	Average Delay (sec)			95% Queue (veh)		Level of Service		
			Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Leg
1	Ouzel Ln (N. Leg)	None	3.71		3.71	0.15		A		A
2	Sylvan Lake Rd. (W. Leg)	None	5.60		5.60	2.44		A		A
3	Ouzel Ln (S. Leg)	None	4.20		4.20	0.24		A		A
4	Sylvan Lake Rd. (E. Leg)	None	4.27		4.27	0.99		A		A

2040 PM Peak - 15 minutes

Flows and Capacity

Leg	Leg Names	Bypass Type	Flows (veh/hr)					Capacity (veh/hr)			
			Arrival Flow		Opposing Flow		Exit Flow	Capacity		Average VCR	
			Entry	Bypass	Entry	Bypass		Entry	Bypass	Entry	Bypass
1	Ouzel Ln (N. Leg)	None	54		319		98	948		0.0571	
2	Sylvan Lake Rd. (W. Leg)	None	557		54		319	1082		0.5146	
3	Ouzel Ln (S. Leg)	None	76		514		97	849		0.0890	
4	Sylvan Lake Rd. (E. Leg)	None	306		112		478	1053		0.2901	

Delays, Queues and Level of Service

Leg	Leg Names	Bypass Type	Average Delay (sec)			95% Queue (veh)		Level of Service		
			Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Leg
1	Ouzel Ln (N. Leg)	None	3.74		3.74	0.15		A		A
2	Sylvan Lake Rd. (W. Leg)	None	5.95		5.95	2.44		A		A
3	Ouzel Ln (S. Leg)	None	4.30		4.30	0.24		A		A
4	Sylvan Lake Rd. (E. Leg)	None	4.37		4.37	0.99		A		A

Approach Flow Profile

2040 PM Peak - Approach Flows (Veh / Hour)

Time Slice	Ouzel Ln (N. Leg)	Sylvan Lake Rd. (W. Leg)	Ouzel Ln (S. Leg)	Sylvan Lake Rd. (E. Leg)
0.0 - 7.5	4.99	51.37	6.97	28.18
7.5 - 15.0	5.81	59.81	8.11	32.81
15.0 - 22.5	6.43	66.19	8.98	36.31
22.5 - 30.0	6.77	69.63	9.44	38.20
30.0 - 37.5	6.77	69.63	9.44	38.20
37.5 - 45.0	6.43	66.19	8.98	36.31
45.0 - 52.5	5.81	59.81	8.11	32.81
52.5 - 60.0	4.99	51.37	6.97	28.18
Peak 15 min	6.77	69.63	9.44	38.20
Peak 60 min	6.00	61.75	8.38	33.88

Exit Flow Profile

2040 PM Peak - Exit Flows (Veh / Hour)

Time Slice	Ouzel Ln (N. Leg)	Sylvan Lake Rd. (W. Leg)	Ouzel Ln (S. Leg)	Sylvan Lake Rd. (E. Leg)
0.0 - 7.5	9.04	29.42	8.94	44.06
7.5 - 15.0	10.52	34.23	10.40	51.27
15.0 - 22.5	11.64	37.89	11.51	56.75
22.5 - 30.0	12.26	39.88	12.12	59.73
30.0 - 37.5	12.26	39.89	12.12	59.76
37.5 - 45.0	11.66	37.93	11.53	56.84
45.0 - 52.5	10.55	34.29	10.42	51.40
52.5 - 60.0	9.06	29.46	8.95	44.16
0-60	87	283	86	424
%Trucks	5.00	5.00	5.00	5.00



HAYMEADOW RESPONSE

TOWN OF EAGLE REFERRAL RESPONSES NEEDING FURTHER ACTION REPORT

ISSUED: February 25, 2020

Project Name: PUDA20-01 Haymeadow PUD Amendment
Owner/Applicant: Rick Pylman, Brandon Cohen, Scott Schlosser
Prepared by: Dennis C Wike-PE, Town Engineer

The Town of Eagle Public Works Department is issuing the following Response Summary Report of Items Needing Further Action. If you have any questions or concerns regarding any comment, contact me or the individual agency to clarify the statement and reach an understanding. Please include the Town's Public Works & Community Development contacts on all correspondence.

REFERRAL COMMENTS SECTION

Community Development – Jessica Lake: jessica.lake@townofeagle.org
Engineering/Public Works – Dennis Wike: dennis.wike@townofeagle.org

The Haymeadow response to the COMMENTS BELOW are presented in red font.
March 26, 2021

1. TRAFFIC-SCHOOL SITE & NEAR-BY: Traffic memo states: "the configuration of Brush Creek Road and Ouzel Lane intersection should be studied prior to the time of Final Plat." - This is problematic. We will need at least a preliminary analysis now, so that Council can make a more informed decision. This is potentially an area of concern for the Town, County and public to push off for a later phase. See attached traffic memorandum by McDowell Engineering, Inc. dated March 26, 2021.
2. TRAFFIC-INTERNAL & NEAR-BY: The original traffic study and the traffic memo should be updated to reflect the current predictions for comparing internal pedestrian, bicycle, vehicle, and bus trips between the existing and proposed relocated school site. The traffic analysis should account for drop-offs and pickups within the Haymeadow development including Level of Service impacts at the school site(s) and key intersections. See attached traffic memorandum by McDowell Engineering, Inc. dated March 26, 2021.
3. PUD/ADA: With the proposed increase of density in the initial Filing the site roundabout completion will likely need to accelerated. Review prior documentation and resubmit with required revisions needed to construction schedule to maintain expected Levels of Service. The roundabout as constructed is sufficient to meet Town of Eagle level of service standards for all of the proposed first phase of construction.



4. PUD/ADA: Submit a Joint Excavation Plan to comply with the Towns recently passed Joint Excavation ordinance identifying steps taken to install conduits & their dedication for future broadband utilities planning to serve the development. We have reviewed and understand the new joint excavation ordinance. There are no engineering plans associated with the PUD Amendment application. Engineering and utility plans will be a part of the required Major Development Permit process prior to any construction. The development design for the multi-family parcels has not yet been initiated. Haymeadow will meet all Town of Eagle requirements, including those of the recently passed joint excavation ordinance, with all future Development Plan and Final Plat applications that include utility improvements.
5. PUD: Re-model all utilities, especially water service, for the proposed increase in density within Filing 1 due to changes in uses, location, building type, & number of stories. Submit documentation showing existing utilities in Filing 1 can support proposed changes within Filing 1 and highlight any required changes to meet existing requirements. The Haymeadow Filing 1 Hydraulic Study by Mott MacDonald (attached), appears to have all of the information loaded into the hydraulic model for fire flow for a 3 story condo building already since it was always an assumed use in Parcels RMF-1 and RMF-2 which are both being folded into the larger development parcel that will be combined with the school swap parcel.

All Mott MacDonald needs to do to update the water demand is to increase the number of MF units from 80 to 192 (+112) and remove the demand for the 600 student K-8 school and then perform the hydraulic model run on the node that is closest to the School Swap Parcel. Also of note is the memo's summary of water storage within the town zone which exceeds the required storage volume based on the existing Cemetery Tank and not including any storage in the LBWTF clear well.

The PUD Swap Parcel is lower in elevation than the filing 1 water system and will therefore have a higher static pressure than the majority of the Filing 1 units already modeled by Mott MacDonald and summarized in their Final Technical Memorandum dated March 8, 2019.

The highest finish floor elevation for the proposed buildings within the swap parcel is approximately 6711. Assuming a 3 story building, the upper floor shower head would be around elevation 6738 which corresponds to an approximate static pressure of 46.5 psi based on the data contained in the Mott MacDonald model summary memo dated March 8, 2019.

6. PUD: Submit documentation detailing potable water and non-potable water changes in use, quantity, pressure, etc expected from the proposed use changes, especially for irrigation waters. Documentation will be reviewed by TOE subject matter experts. Regarding non-potable water usage at the proposed School Swap parcel versus usage associated with the K-8 school find the following assumed irrigated areas. Please note that the assumed acreage for the school is a total guess since we don't have an actual site plan. In the Haymeadow Utility Impact Report, we assumed that half of the school's 15 acres would be irrigated with non-potable water. It was assumed in that report that the Town's recreation parcel (~18 acres) would be covered by an extension of the warm springs raw water system which has an estimated additional capacity of 22 acres available.

The proposed School Swap Parcel site plan shows that approximately 11.5 acres will require non-potable irrigation versus the assumed 7.5 acres for the K-8 school.

7. PUD: Document age of all reports referenced in this document, discuss what assumptions of these studies are no longer accurate, if new data is available, and if any are reports need to be updated to be relied upon.



See attached response.

8. PUD: Expand Water & Wastewater paragraph to capture all above analysis and reviews as it is presently inadequate.

The above responses to items # 5 and 6 seem to address this request.

9. PUD: Add language about timing/commitment for providing services and infrastructure necessary to complete the school on the relocated tract to meet the School District's Plans similar to the language for the Fire Station tract.

We anticipate signing an agreement between the Eagle County School District and Abrika that would commit Abrika to providing access and necessary utilities to the new school site in time to suit the needs of the ECSD. We have already proposed to ECSD that we commit to beginning said work upon the later of five years following the effective date of the proposed land swap or submission of a complete development permit application for the school by the ECSD with notice to Abrika of the ECSD's intent to begin construction of the school within two years.

Haymeadow response to Item #7

The approved 2014 Preliminary Plan included the following reports:

- Wildlife Report
- Geology & Debris Flow Report
- Vegetation Assessment
- Traffic Analysis
- Fiscal Analysis
- Utility Report & Irrigation Report
- Engineering Technical Specifications
- Water Rights Analysis

The Wildlife Analysis is a very comprehensive analysis of the existing conditions, habitat values and the proposed development plan and identified a movement corridor and other wildlife mitigation measures. These wildlife mitigation measures, including the creation of a wildlife movement corridor to facilitate elk and deer movements across the Brush Creek Valley, were incorporated into the approved PUD Development Plan and PUD Guide.

Seasonal wildlife foraging use in the active agricultural fields was recognized, however, CPW does not map active agricultural hay fields as important habitat and the report recognizes that development should be concentrated within this low wildlife diversity value area.

Tract E, designated for a school/park site and Neighborhood C, designated as multi-family and single family residential use, both fall within the active agricultural fields of Haymeadow. Each of these areas was deemed appropriate for intensive development. The exchange of location of the two uses does not further any impact to wildlife habitats and is in compliance with the original wildlife analysis.

The proposed cabin use has been reviewed by CPW as a referral agency to this PUD Amendment application. The application has been amended to include seasonal limitations on the use to minimize impact to wildlife.

There is no demonstrable need to update the Wildlife Analysis as a result of the PUD Amendment Application.

The Geology and Debris Flow Report included a comprehensive overall drainage analysis completed by HP Geotech. This was updated for the Filing 1 Final Plat but did not include an overall drainage analysis for Tract E.

The multi-family project proposed on the School/Swap portion of Tract E will require an updated Drainage Study to determine the stormwater volumes that will need to be treated for Water Quality and Detention. This Drainage Study will be prepared as part of the Development Permit submittal assuming the Amendment is approved.

Note that the RMF-1 and RMF-2 portions of the site have been included in the Filing 1 Drainage Report and are covered for both WQ and detention in the existing stormwater ponds located south of Sylvan Lake Road. The portion of Tract E that falls west of the two RMF Parcels was not included in the original drainage report. It was assumed that the Town/Mountain Rec and ECSD would need to provide their own stormwater treatment facilities during the review process with the town.

The Multi-Family project proposed for a combined Swap Parcel plus the two RMF Parcels, will generally drain from east to west. A primary stormwater treatment pond is proposed at the southwest corner of the site in between two of the berms proposed for screening of the Soleil subdivision from the new multi-family development. The pond will be sized based on the final design and development permit submittal calculations. If the proposed primary stormwater pond as sketched in the attached exhibit, does not have sufficient capacity at its current location, a secondary pond could be constructed in between buildings 4 & 5 or it could act as a forebay for the primary pond. The primary stormwater pond is proposed to discharge into the existing cut off ditch that runs along the western property line of Tract E which then discharges through an existing 36" RCP under Sylvan Lake Road. The water that will be discharged from the pond will have been treated for water quality and detention per the Town's regulations.



The Vegetation Assessment identified and mapped non-native agricultural vegetation, native vegetation, concentrations of weed populations and wetlands. The two proposed development areas contain non-native agricultural vegetation and do not include wetlands. These areas have been approved for intensive development. The cabin lies within a disturbed area of native vegetation that

has been identified as a weed area. The revegetation of the cabin area will eliminate the existing weed population. There is no need to update the Vegetation Analysis for the PUD Amendment application.

The Traffic Analysis has been supplemented by a current report to address impacts of the proposed PUD Amendment application.

There is no overall impact to the Fiscal Analysis as the proposed land uses have already been approved. The shift of residential density into the first phase will expedite revenue to the Town of eagle through impact fees, tap fees, taxes and resident spending.

The cabin will be a positive economic driver for the community.

Alpine Engineering, Inc. has provided supplemental information regarding the effect of the proposed locational swap of the already approved land uses on utilities and irrigation.

There is no effect on the overall water rights demand or dedication.

FINAL TECHNICAL MEMORANDUM

TO: Bryon McGinnis & Deron Dirksen – Town of Eagle, Colorado
FROM: Robert Anderson & Nathan MacArthur – Mott MacDonald
DATE: March 8th, 2019
JOB NO.: 398349
SUBJECT: Haymeadow Phase I Hydraulics Evaluation – Revision

I. PURPOSE

Mott MacDonald has completed a revised evaluation of the hydraulic conditions of the proposed Phase I Haymeadow development. The Phase I demands remained the same but the 12-inch main loop was edited to reflect the revised condition. The conclusions detailed in this technical memorandum are unchanged from the original evaluation. Fire flows are reviewed along with an analysis of peak hour demand hydraulics to ensure adequate service pressures for the proposed housing units in the proximity of the Town Zone.

The current water model includes the Upper Basin Water Treatment Plant (UBWTP) with a capacity of 4.3 million gallons per day (mgd) and the development frame work of Eby Creek, the Terraces, Upper Kaibab, the existing commercial area along Interstate 70, the Bluffs, Downtown Eagle, the existing residences along Brush Creek Road and the currently developed portion of the Fairgrounds Pavilion, Eagle Landing, Eagle Ranch, Brush Creek Meadows and Adams Rib-Frost Creek. We have also included Red Mountain Ranch (Phases 1 & 2) and Hockett Gulch (Phase 1, 2 & 3), considering these as existing, although these developments have not yet been constructed.

II. BACKGROUND

Haymeadow is a proposed multi-phased development in the southeast portion of Town. Phase I is located in the upper portion of the Town Zone pressure boundary and is proposed to include single family, duplex and multifamily units. Future phases will be constructed in a new local high zone and will include a mix of single family and multifamily units. Due to the proximity of the Town Zone pressure boundary, the developer plans to integrate the Phase I distribution system into the future high zone to strengthen the system.

III. WATER SYSTEM

Potable Water Demand

We have assumed 1.0 SFE (Single Family Equivalent) per single family, duplex and multifamily units, and raw water irrigation is proposed for the development. Estimated water demands for Phase I are as follows:

Unit Demand – Single Family, Duplex & Multifamily Units = 300 gal/day/SFE

Single Family Units = 8

Duplex Units = 20

Multifamily Units = 80 x 1.0 = 80 SFE

Maximum Day Demand = ((20+8) + 80) x (300) = 32,400 gal/day

= 32,400 gal/day x (1 day/24hr) x (1hr/60 min) = 22.5 gpm

Peak hour = Max Day x 2 = 45 gpm (Peaking Factor of 2)

The demands for the development were allocated to model nodes adjacent to the proposed unit locations.

Connection to Current System

The Phase I development is planned to be located within the upper portion of the Town Pressure Zone (Town Zone). It is proposed that the development will be connected to the existing main in Brush Creek Road using a 12-inch line extension. This extension is shown to feed a proposed 8-inch looped water system in the development. Additionally, the 12-inch line at the northwest end of Snowy Peak Drive (Tract R-2), connects to the 12-inch at the Eagle Ice Rink and Rec Center.

Distribution System

The normal design criteria used to evaluate the water distribution system is to maintain a minimum pressure of 60 psi throughout the distribution system during peak hour demand and a minimum pressure of 20 psi during maximum day plus fire flow demand. However, due to the proximity of the Town Zone pressure boundary, a 50-psi mainline pressure is being considered based on the service requirements defined below.

The developer is planning to integrate the Phase I system into a future local high zone increasing the distribution pressures. Because of this, the current system must be master planned for this future change with the provision of pressure reducing valves PRVs. PRVs will be required for downloading to the Town Zone and at individual services to control system pressures.

IV. HYDRAULIC MODEL ANALYSIS AND RESULTS

Peak Hour Analysis

During the peak hour modeling scenario, the main line pressure throughout the development ranges from 48 to 60 psi. The developer plans to have two story buildings for the single family, duplex and multifamily units and the Town has requested a minimum system pressure of 30 psi at the 2nd story. Based on an initial evaluation, the 30 psi 2nd story service pressure can be attained for single family and duplex units if the service line size is a minimum 1-inch and backflow prevention devices are not included (normal practice for single family units – except for irrigation). Depending on the proposed piping arrangements for the multifamily and again assuming no backflow prevention for the potable service, the 2nd story 30 psi minimum may also be attainable for the multifamily units. The developer will be required to design the multifamily service piping to minimize losses and ensure a minimum 30 psi 2nd story plumbing fixture pressure.

Maximum Day Plus Fire Flow Analysis

Assuming fire suppression systems at the multifamily units, a single-family/duplex unit, Type V-B construction, fire flow of 2,500 gpm was modeled. A steady-state fire flow analysis was run at the proposed hydrant locations within the development during maximum day demand. The model showed that the combined hydrants can provide the required fire flow with a residual pressure of 20 psi and pipe velocities at less than 10 feet per second (fps) if the distribution line is sized at 12-inches. The planned 8-inch development mains shall be upsized to 12-inches as shown in the latest development water plans.

Available Storage

Three (3) volumes are considered for evaluating storage; operational (typically 30% of maximum day demand), fire flow and emergency (typically 50% of maximum day demand). It is assumed that emergency storage can be down loaded from the upper zones of the Town and is therefore not included in the storage calculation. A commercial fire flow within the Town Zone of 3,000 gpm at 3 hrs is assumed. The Town Zone maximum day demand is estimated at 2.70 mgd, including Red Mountain Ranch, Hockett Gulch, Eagle Landing and Haymeadow. The estimated required water storage in the Town Zone is depicted in Table 2.

Table 2. Town Zone Estimated Required Water Storage

Demand Type	Criteria	Required Storage Volume (gals.)
Fire Flow	100% of 3,000 gpm, 3-hour fire flow	540,000
Emergency Storage	50% of maximum day demand	(down load from upper zones)
Operational Storage	30% of maximum day demand	810,000
Total		1,350,000

Town Zone storage is estimated 1.6 MG; 0.3 MG at the Cemetery Tank, 1.0 MG at the Horton Tank and 1/3rd of the Eby Creek Tank or 0.3 MG. The current 1.6 MG of storage exceeds the estimated volume required to serve the current Town Zone and Phase I of Haymeadow. It should be noted that the Town is planning to ultimately increase the Town Zone storage volume, possibly with a Cemetery Tank replacement project.

V. SUMMARY

The proposed single family, duplex and multifamily units of the Phase I Haymeadow development can be served from the Town Zone. However, because the development is in the upper region of the Town Zone and the added complexity of integrating the system into a future higher zone, special requirements must be considered. The following is a summary of our findings and the special requirements:

- 1.) A 12-inch looped water system is required for the distribution piping.
- 2.) Using 12-inch distribution piping, fire flows and residual pressures are adequate at the hydrants. Note: individual fire suppression system hydraulics were not analyzed.
- 3.) Current Town Zone storage volumes are adequate for Phase I.
- 4.) Peak hour hydraulic analysis indicates a 30-psi minimum pressure can be attained at the 2nd story plumbing fixtures, assuming no potable service line backflow prevention (see developer requirements, item 5 below).
- 5.) Developer is required to install service line systems that ensure a 30-psi residual at the 2nd story plumbing fixtures for all residential units, assuming a 50-psi residual pressure at the mainline.
- 6.) Provide PRV vaults at low end connection points to the Town distribution system. Only vaults are constructed now, PRVs are installed in the future when the distribution system is converted to high zone.
- 7.) Incorporate provisions for adding service line PRVs to regulate the future high zone pressures.



Date: April 22, 2021
Re: Public Comment Summary for PUDA20-01 Haymeadow PUD Amendment
From: Jessica Lake, Planner I, Community Development Department

To date, staff has received (100) public comment letters for both the school and the events cabin, including (1) fact sheet from the developer and (4) informal petitions; with generally (76) and the petitions being in opposition to the school swap, (5) of whom are also in opposition to the cabin; (9) are in support of the cabin, (7) are in support of both the school swap and the cabin, and (7) are in support of the school swap.

Some of the concerns identified by the public regarding the School Swap are as follows:

- Homeowners in Soleil relied on the approved PUD plan for Haymeadow when making the decision to buy. Swapping the school parcel for housing will negatively affect property values. The land swap would financially benefit a private developer at the expense of Soleil homeowners.
- The developer claims that the real estate market has changed since the PUD approval in 2014. Because of this, they want to build the high-density housing sooner and, in a location, closer to the start of the development. The real estate market changes constantly, and if the developer had not had so many delays, perhaps he could have taken advantage of the market as it was at the time of his original proposal. This is not a problem that should concern the Town of Eagle.
- The proposed land swap financially benefits the developer due to deferring infrastructure costs. It negatively impacts Soleil homeowners due to reduced property values from adjacent high-density housing and blocked mountain views. Soleil homeowners should not bear the burden of the developer's financial challenges.
- The placement of the school was extensively thought through by Town of Eagle staff and the school board during the PUD process. There was an extensive traffic study regarding the school placement in an effort to avoid traffic issues currently experienced at Brush Creek Elementary. It was decided that they didn't want traffic driving through a neighborhood. Additionally, the original location allows the school and Mountain Recreation to share facilities and resources. The location of the school should not be changed because of the developer's financial issues.
- This development has taken 17 years to get to this point, which shows very inadequate planning. The developer submitted and received approval for a specific land distribution, which Soleil homeowners relied upon. Now the developer wants to defer infrastructure costs, so is proposing the land swap, which again highlights his inadequate planning. The developer should not be bailed out at the expense of Soleil homeowner's property values.



- The developer scheduled a meeting with Soleil homeowners for 6pm on Friday, October 23, 2020 to discuss the plans for the proposed land swap. At this meeting, homeowners were informed that they planned to submit their request for change to the PUD Monday morning, October 26, giving Soleil very little time to react.
- The Traffic Memo dated October 16, 2020 concluded that an increase in traffic would occur if the swap is approved and that further studies are needed prior to Final Plat for the Ouzel and Brush Creek Road intersection. The memo focused on school traffic patterns from the approved location to the proposed but does not take into account other factors. The memo referenced traffic and trip generation impacts that are based on the original studies done by Fox Tuttle in 2013, almost 8 years ago. One example of growth since the original traffic study is Frost Creek. In 2013, there were 32 members and today there are 350. The dwelling units have increased from 97 to an approved 137 units. That increase in growth and associated traffic outside of school related traffic has not been taken into account to properly justify a proposed swap of school to be located right off Brush Creek Road.
- Another question comes into play as well with a proposed fire department and a school next to each other on the same street. What if while school is starting/ending with a line of cars in carpool waiting for their children to be dismissed, the fire department is dispatched with an emergency? How does that work or doesn't it? What are the safety measures that would be in place and implemented with these two buildings within such close proximity to each other? Does this create a delay in emergency response? More importantly, does this put students, staff and parents in harm's way when an emergency response is needed, creating a safety hazard and dangerous situation?
- The concept of time and effort that went into choosing the school site should be a reason to keep the school site as currently approved. If not, it creates a conflict with the Elevate Eagle Comprehensive Plan, Chapter 4.1.010.C. in the current approved PUD, that various land use elements are designed so that they inter-relate cohesively with each other. The boundary between the PUD and adjacent land areas was taken into consideration to follow the requirements with particular attention to ensure that land use patterns were compatible with the school site and adjacent recreational and future master planned recreational facilities.
- Haymeadow's original LERP approval states: "The LERP units shall be dispersed in a reasonable manner throughout each neighborhood. There may be more than one LERP unit per building, and there may be multi-family buildings that contain three or more LERP units. However, all, or a significant concentration of, the required LERP units for each neighborhood shall not be located within one multi-family project or cluster of buildings." This statement by Haymeadow directly contradicts their new submittal proposing an amendment to the school land use, by instead requesting to build all the multi-family units/LERP in one cluster of same-type units in Neighborhood A.



- This proposed amendment states that an 18.3-acre portion of Neighborhood C would be re-classified as school use. However, the Haymeadow Land Use Summary (Current Unit Count) and (Proposed Unit Count) map pg. 8, details in C that acreage would fall from 47.1 to 32.1. If understanding correctly, that is only a differential of 15 acres. So, the proposed school land swap would actually only amount to less than an acre or .78 to the school?
- Haymeadow notes 24% of multi-family units will be designated as deed restricted. This 24% seems like a misleading figure, as the 83 units (24% of 344 MF units) is actually the 10% requirement for the entire development of 837. Conversely, Hockett Gulch's website states 45% of their 396 rental units (178) will be deed restricted with no income restrictions.
- Based on the Eagle Area Community, Plan (EACP), referenced numerous times in this developer proposed amendment, the demand for entry/ level and attainable units has been stressed since 2010 and prior. Therefore, the Haymeadow developer should have known and had all the available information at their disposal to make this decision in 2014.
- The PUD density, locationally, would an extreme change from the approved plan, making the front portion of the development exceptionally overcrowded and cramped if the school land swap is approved. Keeping the school land as is, allows for ample and shared parking for events, creates less congestion with vehicles on street side parking around Mountain Rec area and Sylvan Lake Road parallel to Brush Creek Village, and keeps the original decisions to incorporate all activities with the school as approved. This may also become a source of income to the Town/ECSD for paid event parking, including for out-of-town guest parking in the school lot when utilizing our Eagle outdoor amenities/trails and attending organized events, around the Mountain Rec area. Based on the EACP, a discussion question was posed regarding how to reap more financial benefit from visitors to our community, this may create that option.
- The developer points out in their proposed amendment application that the Haymeadow amendment does affect in a substantially adverse manner, the residents of Soleil. In what appears to be a diversion from compliance, Haymeadow attempts to mask the situation with landscape suggestions that are not acceptable. The homeowners of Soleil have overwhelmingly and collectively voiced their opposition to this proposed amendment to swap school land with a MF unit development; additionally, the noncompliance per section 4.11.050A,(2) still exists.
- The current location for the school is ideal for minimizing traffic any further out of the Town.
- As stated in the application: "in accordance with the Town of Eagle Code Section 4.11.050. an approved PUD zoning plan or an approved PUD development plan may be amended if the applicant demonstrates that the proposed modification (2) does not affect in a substantially adverse manner either the enjoyment of land abutting upon, adjoining or across a street from the Planned Unit Development or the public interest." Soleil homeowners will absolutely be substantially adversely



affected due to reduced property values resulting from moving the high-density units closer to Soleil and due to obstruction of mountain views, which the developer admits.

- The original site was chosen for the school to decrease traffic and to share facilities and fields with the Town of Eagle and Mountain Recreation. The school kids would be able to have walkable access to fields, bike trails, playgrounds, skating rinks, skate parks and more. By moving the school a mile away, this all but eliminates the possibility for Eagle's children to benefit from the Town's vision. Additionally, by having the school in its planned location, the Town of Eagle will be able to host even more bike and hockey tournaments, thus bringing in significant revenue.
- While the EACP does call for concentration of density within designated growth boundaries, it also mentions not putting unlike or inappropriately matched development together, such that one will negatively impact the other. A low rent housing project would most certainly do this.
- Many residents in Soleil bought their homes and paid a premium for their views, which would be negatively impacted by this proposed development.
- The multi-family units proposed will not support the Town's concerns about creating more affordable housing. The noise generated by this many condos and apartments will be significantly different from that of a school. Traffic is also a concern in this neighborhood and throughout Eagle. Eby Creek, Capitol Street, Grand Avenue are already to the max during rush hour. The airport expanding has further increased traffic. Should the Haymeadow project go through as intended this will add hundreds of cars going through already congested areas. We have yet to hear of the Town adding another I-70 exit to support the Eagle Airport, Costco, Eagle Ranch and the new Haymeadow Project.
- It is essential to keep the school easily accessible, and it makes sense to have it near the Rec Center. Children will thrive with these collaborative resources and parents will feel confidence that they are raising children in the right place. This is a foundation for a healthy community.
- The high concentration of the multi-family housing and lack of planning for parking and traffic considerations will be a burden on current homeowners.
- If the proposal is denied, the developer can still build the project according to the existing PUD and affordable housing options can still be provided.
- The proposed land swap goes against much of what is outlined in the Elevate Eagle Master Plan.
- The proposed land swap will negatively impact the entire town, but mostly the children. The opportunity to have shared facilities-shared land, shared fields, and to be within walking distance of a community center-is a phenomenal one. Making this swap and moving the school would defeat the opportunity in one fell swoop.
- In the original Haymeadow PUD proposal, the developer noted that a key feature of Haymeadow is: "A significant dedication of land for park expansion and a K-8 public school site adjacent to the



existing pool and ice arena that will create a tremendous regional park and school site for the entire community.”

- The Town must require that the infrastructure to the proposed school site in Area C is installed now and that the Brush Creek Road Extension is constructed now.
- When will a traffic impact study be done on Haymeadow, Ouzel and Eagle Ranch Road? The traffic is a safety concern in this area and with the addition of the school, would become a greater concern.
- Is there opportunity for a roundabout at Brush Creek Road and Ouzel? Timing of such a project prior to the construction of the school may be important.
- Given the additional traffic impacts from Haymeadow, when will the Brush Creek Road Extension be constructed? This would lead to better traffic flow from Haymeadow to the main part of Town.

Concern from the public regarding the proposed events cabin was as follows:

- The manager’s cabin would be located approximately 1½ miles into the Haymeadow property. This is being touted as a viable economic engine. State what studies were done to prove any economic viability. This cabin has no connection to the requested swap, however, seemingly appears to be a marketing incentive for a swap. Is Haymeadow planning to rejuvenate the cabin either way? There are currently no utilities or construction in the area of the manager’s cabin. When would this rejuvenation actually take place and with what future phase of construction? How will this affect surrounding neighbors-humans/animals with regards to traffic, noise and other activities causing disruptions? Also, would the cabin be the TOE responsibility to maintain and provide upkeep ongoing, and at what cost, in actuality then, is the financial responsibility on the Eagle taxpayers?
- Renovating the cabin on open space for use as an event center would be in direct conflict with what the DOW has recommended in complying with avoidance of critical wildlife habitat. This cabin has been a key location for wintering elk populations and continues to be a calving site in the spring. There is also a large hunting presence in the fall which would present a danger to any event attendees. It does not seem to be a good idea to encourage people to loiter in large numbers in close proximity to our wildlife areas. Also, would like to suggest an amendment to not pave the walking path against the Norther border of the development, thus making the trail seasonal and not maintained by the Town in snowy months, this would encourage pedestrian traffic to migrate centrally rather than to the outer borders of the development against critical wildlife habitat.

Public support was shown for both the Events Cabin and the School Site, as noted below:

- It’s an improvement over the original plan to have Soleil back to another residential neighborhood rather than a school. The developer has said they will implement buffers between the Soleil and Haymeadow neighborhoods should the swap be approved. The developer has said there is no way to force the school to add in any barriers between the two neighborhoods.



- Traffic patterns would not change by moving the school site.
- The developer has communicated that the first phase of multi-family homes will be approximately 900 sf units and will be affordable housing, not low-end housing. His design team worked on The Base Camp project, so they have good taste. The developer's team has communicated that they plan on selling these new homes for \$400/sf. This should not lower home values in Soleil but could be an increase in value.
- The developer will fulfill his promises because there is written documentation of them.
- It would be worse for the homeowners of Soleil if the school put field or parking lot 15' from the back of the Soleil properties. The School district has done this in other neighborhoods here to create boundaries.
- Our community needs housing units now and the proposed density/school swap serves that need without consuming more land, adding new density or unvetted traffic impacts to the Town of Eagle.
- In the instance of the proposed swap, it was obvious that the Haymeadow team studied and considered the economic and workforce housing reports conducted locally in recent years. They have identified a need in our community and seek to address it in a manner that benefits multiple parties by reimagining their existing PUD to address current needs. For example, not only will the Eagle County School District receive five additional deed-restricted units specifically for ECSD employees. This comes in addition to expediting the delivery of the vast majority of the project's LERP units into Phase 1. Again, this makes housing more attainable and available to those who need it in the near term.
- Community outreach efforts by the developer are also extensive with feedback evident in parts of the Haymeadow application such as the incorporation of a 300' buffer and landscaped berm offered in consideration of adjacent neighbors. Building orientation is also respectful of neighbors existing view corridors.
- By allowing the density/swap you let Haymeadow build critical quality housing (that's already approved and going to be built someday) now. That means 112 additional "households" to shop in our stores, buy gas, etc. This will contribute to the "critical mass" we in the local business community have been looking forward to for years. It will provide more citizens of Eagle to help build a good year-round local economy. It will also give full time residents looking for a place to live a home.
- The units Haymeadow wants to add into its first phase are already approved to be built. That means we don't need to approve a new development somewhere else to get the same amount of housing right away. This should be very important to the Town.
- Eagle needs quality places for employees to live that complement their lifestyle and allow them to stay here in Eagle.



- The swap will shift the vast majority of Haymeadow's LERP units into Phase 1, further guaranteeing that units will be even more attainable for locals seeking to buy a home in Eagle in the next few years. Since the application does not seek to add density to the PUD, there shouldn't be any concern over additional traffic or previously unvetted impacts.
- The reactivation of the former Ranch Manager's Cabin as a wedding and event's venue makes sense as a local economic engine. The valley currently lacks a venue without a corporate feel – one that draws visitors to the charm of the mountains.
- Many local businesses are struggling to stay afloat with the effects the pandemic has had on their ability to do business in a profitable manner. The thought of a wedding and event venue that draws discretionary income from outside of the community further allows local businesses to capture money spent here by people who visit from elsewhere. This is also an important part to a healthy local business economy.
- The wedding and events market has continued to grow exponentially. Even through economic down times, like the 2008 recession and our current pandemic, an unchanging fact is that people love to congregate and celebrate. A constant complaint from Eagle County customers is how competitive and difficult it is to book a venue in this market. Economically the Town would thrive with more tourism venues. The event industry truly has a significant impact on hospitality/lodging, local retail and restaurants.
- Restoring the cabin area near the Haymaker Trail will help clean up that area and make the trail experience better while providing another local economic engine.
- We need to provide additional event venues and support local event businesses; these businesses need the help to recover from the pandemic. There are a lack of venues that directly benefit Eagle and this events cabin would help provide that.

List of Public Comments:

1. School Swap Fact Sheet issued by Owner's Representative dated 07/21/2020.
2. Letter from Sanders dated 09/08/2020.
3. Letter from DiToro dated 10/24/2020.
4. Letter from Gauron dated 10/24/2020.
5. Letter from Wilson dated 10/24/2020.
6. Letter from Baran dated 10/25/2020.
7. Letter from Bennet dated 10/25/2020.
8. Letter from Bradley dated 10/25/2020.
9. Letter from Brown dated 10/25/2020.
10. Letter from Clayman dated 10/25/2020.



11. Letter from Gauron dated 10/25/2020.
12. Letter from Gerdes dated 10/25/2020.
13. Letter from Gornikiewicz and Danforth dated 10/25/2020.
14. Letter from Kinser dated 10/25/2020.
15. Letter from Kleinman dated 10/25/2020.
16. Letter from Miller dated 10/25/2020.
17. Letter from Owens dated 10/25/2020.
18. Letter from Paller dated 10/25/2020.
19. Petition opposing Haymeadow School Land Swap dated 10/25/2020.
20. Letter from Ryan dated 10/25/2020.
21. Letter from Scanlon dated 10/25/2020.
22. Letter from Stevenson dated 10/25/2020.
23. Letter from Suhadolink dated 10/25/2020.
24. Letter from Van Hekken dated 10/25/2020.
25. Letter from Wendell dated 10/25/2020.
26. Letter from Kleinman dated 10/26/2020.
27. Letter from Sanders dated 10/26/2020.
28. Letter from Ryan dated 10/28/2020.
29. Letter from Gould dated 11/18/2020.
30. Letter from Caldwell dated 11/23/2020.
31. Letter from Pletcher dated 11/30/2020.
32. Letter from Harrison dated 12/02/2020.
33. Letter from Benson dated 12/03/2020.
34. Letter from Nelson dated 12/03/2020.
35. Letter from Starr dated 12/03/2020.
36. Letter from Stockert dated 12/03/2020.
37. Letter from Shipman dated 12/04/2020.
38. Letter from Messmer dated 12/09/2020.
39. Letter from Junker dated 12/09/2020.
40. Letter from Owens dated 12/10/2020.
41. Letter from Williams dated 12/14/2020.
42. Letter from Jarnot dated 12/15/2020.
43. Letter from Dees dated 12/20/2020.
44. Letter from Bloess dated 12/22/2020.
45. Letter from Weaver dated 12/28/2020.
46. Letter from Schwartz dated 01/10/2021.
47. Letter from Eagle County Housing Task Force dated 01/11/2021.
48. Letter from Vandeven dated 01/28/2021.
49. Letter from Wendell dated 02/09/2021.



50. Letter from Bishop dated 02/12/2021.
51. Letter from Gauron dated 02/12/2021.
52. Letter from Harst dated 02/12/2021.
53. Letter from Leibig dated 02/12/2021.
54. Letter from Van Hekken dated 02/12/2021.
55. Letter from Damico dated 02/13/2021.
56. Letter from Gerdes dated 02/13/2021.
57. Letter from Kleinman dated 02/13/2021.
58. Letter from Broderick dated 02/14/2021.
59. Letter from Musser dated 02/15/2021.
60. Letter from Shaw dated 02/15/2021.
61. Letter from McCluer dated 02/16/2021.
62. Letter from David Dieter dated 02/21/2021.
63. Letter from Debra Dieter dated 02/21/2021.
64. Letter from Bennett dated 02/22/2021.
65. Letter and attached Facebook Petition from Blum dated 02/22/2021.
66. Letter from Carden dated 02/22/2021.
67. Letter from Clayman dated 02/22/2021.
68. Letter from Gornikiewicz dated 02/22/2021.
69. Letter from Johnson dated 02/22/2021.
70. Letter from Keyes dated 02/22/2021.
71. Letter from Steffen dated 02/22/2021.
72. Letter from Baran dated 02/23/2021.
73. Letter from Kerekes dated 02/23/2021.
74. Letter from McLaughlin dated 02/23/2021.
75. Letter from Owens dated 02/23/2021.
76. Letter from Scanlon dated 02/23/2021.
77. Letter from Sokup dated 02/23/2021.
78. Letter from Tvarkunas dated 02/24/2021.
79. Letter from Kirchner dated 02/24/2021.
80. Letter from Bellows dated 02/24/2021.
81. Opposition Petition dated 02/25/2021.
82. Letter from Kick dated 03/02/2021.
83. Letter from Crawford dated 03/05/2021.
84. Opposition Petition dated 03/09/2021.
85. Letter from Fernandez dated 03/11/2021.
86. Letter from Vansteel dated 03/14/2021.
87. Letter from Blethen dated 03/19/2021.
88. Letter from Stephens dated 03/19/2021.
89. Letter from Damico dated 03/26/2021.



- 90. Letter from Claymon dated 03/29/2021.
- 91. Letter from Damico dated 3/29/2021.
- 92. Letter from Damico dated 3/29/2021.
- 93. Letter from Reichstein dated 3/30/2021.
- 94. Letter from Amberg dated 3/31/2021.
- 95. Letter from Howe dated 4/01/2021.
- 96. Letter from Baker dated 4/13/2021.
- 97. Letter from Broderick dated 4/13/2021.
- 98. Letter from Johnson dated 4/13/2021.
- 99. Letter from Crawford dated 4/13/2021.
- 100. Letter from Claymon dated 4/22/2021.



Haymeadow PUD Amendment Application Intent & General Fact Sheet

The Haymeadow PUD Amendment application consists of two parts.

1. Related to the “swap” of multi-family density from the outlying neighborhoods B & C and incorporating it into the near term construction of neighborhood A1.
2. Related to the redesign and activation of the existing “ranch manager’s cabin” as a top tier wedding and events space capable of hosting small group gatherings up to weddings and events serving as many as 150-170 people.

Key PUD amendment information:

- The Haymeadow PUD Amendment application **does not** request additional density
 - The proposed amendments **do not** increase traffic
-
- 1) **SWAP:** The primary goal is focused on meeting current and future needs of Eagle County School District, Mtn Rec, Town of Eagle and Haymeadow while providing critical entry level housing units sooner and nearer to Eagle’s town core as envisioned in the [Eagle Area Community Plan](#).
 - The Swap proposes to move 112 multifamily units planned for construction in Neighborhoods B & C onto the 14 acre approved School Site in Neighborhood A1.
 - Effectively this moves the delivery of those units from 10-15 years from now and builds them in Neighborhood A1 in the near term (0-5 years).
 - The existing 14 acre school site will be “swapped” for an 18 acre site adjacent to a park and the fire station in Neighborhood C.
 - Eagle County School District has indicated that the existing and proposed school sites are comparable and that the District prefers the proposed school site to the currently approved location
 - ECSD will also receive 5 additional deed-restricted units specifically for ECSD employees upon approval of the Haymeadow PUD amendment application
 - Meetings and feedback conducted with adjacent neighbors have resulted in the inclusion of a 300’ buffer area and robust berm and landscape plan to accompany application approval and mitigate impacts of the density swap
 - Building orientation is also contemplated to best preserve view corridors
 - 2) **Cabin Activation:** The goal of the cabin activation is to create a unique and desirable wedding and event space utilizing the existing Ranch Manager’s Cabin and surrounding

area. The “Cabin Area” will be thoughtfully designed to accommodate small group events all the way up to weddings with attendance of 150-170 people all while giving a nod to Haymeadow’s agricultural and ranch history

- Reactivation effectively renovates, beautifies and utilizes the existing Ranch Manager’s Cabin and the surrounding “Yard” as a community benefit and local economic engine
- Renovations and capital improvements will focus on retrofitting the existing cabin for a new use while maintaining its original charm
- Robust landscape and infrastructure improvements will be made to prepare the area for use
- Haymeadow is committed to incentivizing renters to select and work with local vendors
- We are committed to supporting Eagle businesses in the renovation and ongoing activation of the cabin (builders, architects, etc.)
- Haymaker Trail will undergo a slight realignment in the cabin area to accommodate this proposed use
- The cabin could host as many as 20 weddings per season and numerous other community and small group events and fundraisers

###

From: [Angie Kyle](#)
To: [Jenny Rakow](#); [Chad Phillips](#); [Jessica Lake](#)
Subject: FW: Haymeadow land swap
Date: Monday, October 26, 2020 8:17:49 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image002.png](#)
[image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Here is a letter from a Soleil homeowner who asked me to send her letter in.

Best,

Angie Kyle

Administrative Tech II

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-9655, Fax: 970-328-9656

CLICK BELOW FOR TOWN WEBSITE, NEWS, EVENTS OR TO PROVIDE FEEDBACK:



Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-200.1, et seq.

From: Rae Sanders <raepsanders@gmail.com>
Sent: Thursday, September 10, 2020 4:46 PM
To: Angie Kyle <angie.kyle@townofeagle.org>
Subject: Re: Haymeadow land swap

Thanks Angie,
I will take Chad's suggestion and wait.
Thanks so much for your help.
Rae

On Thu, Sep 10, 2020, 3:54 PM Angie Kyle <angie.kyle@townofeagle.org> wrote:

Hi Rae,
I spoke with Chad about this and he suggested holding off on submitting this to the Town Council until the file is on the agenda for public comment. This way, all the comments related to this will be viewed at the same time. Would you like to wait or do you want to submit this now?

Best,

Angie Kyle

Administrative Tech II

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-9655, Fax: 970-328-9656

CLICK BELOW FOR TOWN WEBSITE, NEWS, EVENTS OR TO PROVIDE FEEDBACK:



Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-200.1, et seq.

From: Rae Sanders <raepsanders@gmail.com>

Sent: Tuesday, September 8, 2020 2:44 PM

To: Angie Kyle <angie.kyle@townofeagle.org>

Subject: Re: Haymeadow land swap

That is true, I believe you commented on if I chose to send something to list my concerns.
Sorry for the confusion.

Rae

On Tue, Sep 8, 2020, 2:43 PM Angie Kyle <angie.kyle@townofeagle.org> wrote:

Hi Rae,

Thank you for your letter. Just to clarify, I didn't solicit a letter of your concerns. I informed you that I would forward any of your comments to our Community Development Director and Town Council if you preferred.

Best,

Angie Kyle

Administrative Tech II

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-9655, Fax: 970-328-9656

CLICK BELOW FOR TOWN WEBSITE, NEWS, EVENTS OR TO PROVIDE FEEDBACK:

[Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-200.1, et seq.](#)

From: Rae Sanders <raepsanders@gmail.com>

Sent: Tuesday, September 8, 2020 2:24 PM

To: Angie Kyle <angie.kyle@townofeagle.org>

Subject: Haymeadow land swap

-
Hello Angie,

-
We spoke on the phone about three weeks ago in reference to the Haymeadow Land Swap and you asked me to send you a list of my concerns. Some members of the Soleil Circle community are adamant this swap will not take place, however I do not believe they represent the majority of the homeowners. They represent the majority of the homeowners who show up for the meetings. We have had two meetings that I am aware of and a lot more people showed up for the first one than the second meeting on September 2nd. The reason the turnout was smaller is because many neighbors just want to stay neutral and not create ill will with their neighbors.

-
There are 2 - 3 homeowners that are spearheading this crusade and they are on a mission to stop something they have never seen renderings of. One of these homeowners just wants it stopped because she is tired of living in a construction site. As the developer of Soleil told me that is what you get when you buy into new construction and she bought into a new construction site. I don't believe that is enough of a reason to not at least hear the pros and cons of both sides. How can any of us make an educated rational decision when none of us have seen any renderings??

-
I first communicated with Brandon Cohen the evening of Monday July 27, 2020. He emailed me because of a letter I sent to Scott Schlosser earlier in the day. At that time I was totally against his development because the rumor mill had said it was going to be a high density development right outside my back door. Since the 1st communication on July 27th I have become very receptive to what Brandon is proposing for three reasons. First he has been extremely transparent and available to me at all times in the last 6 weeks. Secondly, I want the barrier he has proposed behind my home, something the school board does not offer its neighbors as can be seen by the pictures I took of other Eagle schools. I could not bear to have a chain link fence with tents on the other side 15' from my home. The school that is over on Eagle ranch Road actually has a broken fence with a piece of black tarp flapping in the air. How could that possible be better for those of us who back up to the field? As for the other neighbors in Soleil my property is their barrier between the development of either a school or homes. I too would like a barrier and Brandon is offering one to be built before construction of the homes begin. Third, it has been my dream my whole life to move out to this valley and my husband and I finally decided to do it last year. My husband's granddaughter will be graduating college and wants to move out here, however even with the \$100,000 deposit her family would give her for a new home she would not have entry into this valley if she wanted new construction.

-
The neighbors are also concerned that the traffic patterns will change in Soleil. Mathematically if 800 homes have been approved for development the same amount of cars will pass down Brush Creek road to go to a home that is 350 feet away or a half of a mile away. None of us including me understand why the town plans on getting rid of the original Brush Creek road because it could be useful to direct the Sylvan Lake traffic that way as well as

construction vehicles. This would also be most helpful to the Soleil residents who back up to the new road who were told the barrier between their home and the road would be much wider and larger. So why let go of a perfectly fine existing road? Brandon tells me this has nothing to do with his project that this is a town decision. I would like to discuss this with the town.

-

From my correspondence with Brandon it is my understanding the first phase of multi family homes will be approximately 900 square feet of affordable housing, not low end housing. His design team worked on The Base Camp project so they have good taste! His team plans on selling these new homes for \$400.00 a square foot. Once again how does that hurt the surrounding home owners, we did not pay that for our homes. This could be a huge value increase in our existing homes, once again a good thing not a bad thing.

-

I tried to explain all of this to the homeowners at the 1st Soleil meeting however while the rest of us were sitting on the ground a member of our HOA who stood the whole time told me Brandon was "playing me" and I was foolish to believe him. After that no one really cared to hear what I had to say. I knew the answer to a lot of their questions but I was discounted after that meeting. The first thing we all learn in business is not to write down anything that is not true because it will come back to bite you. Brandon has written everything he has promised in emails that I could forward to the whole world if he did not do what he said. He also has to present to the town all of this before any decisions can be made. So if Brandon promises me a barrier I can assure you it will be on his proposal to the town because he does not want me sitting in a town council meeting waving any unfulfilled promises to the council.

-

The second Soleil circle meeting was on September 2nd and I went to that meeting knowing most in attendance would be against me and they were. The other interesting thing was how many less people attended the 2nd meeting. As explained to me by one of my neighbors she did not want to get in the middle of this fight and wanted to stay neutral. Those neighbors did not come. So let me share what the [people who came had to say. The most troubling thing I heard was from a couple I do not know, but the husband shared his concerns about having those kinds of people that do shift work and other undesirables who drive their work truck homes in his neighborhood. In this new world we are living in, it seems we should all be doing our best to be more inclusive and inviting to others and not judge a person as not being a good neighbor because they do shift work. I think we would all agree we are grateful for the nurses and doctors who do shift work. I also expressed to my neighbors that my husband's granddaughter wanted to move here but would not be able to afford any new construction in the valley even with her father's help. This is a young woman who would be an asset to our community. She is also who Brandon's project is looking for. There is a trend in the market on all levels for 20 to 30 year old people wanting smaller housing. They do not want to leave the same footprint that my generation has and they don't need the amount of stuff most of my generation needed. Again this is a bad thing and not a good thing?

-

Soleil circle has a realtor who owns a home that backs up to the field, however it is income property for her and she does not live in Soleil. So what happens in that field does not affect her daily life as it would mine. She stated at the last meeting (she did not attend the first one) she was against the land swap and that is her right to be. She also offered introductions to

town council members to discuss their unhappiness with the swap. I expressed to her and the employee of mountain rec (who owns a home in Soleil) that I was concerned about what would happen to my home's value and more importantly my peace and serenity if the town decided to build a field or parking lot 15' from my back fence. They both indicated they did not think that would ever happen. Again please see the attached photos showing what the town has done with other schools in our area where they create boundaries with their property. I have no reason to believe the school or town will not do the same behind my home. I have every reason to believe that Brandon Cohen offers me a different barrier that will also allow the elk and deer to continue to move through this field to find water. I also am not a realtor however I am heavily invested in real estate and yes a school is a plus for a community, however where I am from the homes that are in the direct path of the school or connected to the school sell for less a square foot and take much longer to sell than the houses 6 blocks away. I do not want my new home devalued, who would?

-

The other big issue for the neighbors against the swap is the wealth of Brandon Cohen's family. They see giving into this project as helping a wealthy family and why should they do such a thing? Let me answer that as someone who has spent a lifetime having businesses that had a wealthy clientele. Number one, many wealthy people spend their money building and improving things that employ contractors, sub contractors, consultants, landscapers etc... People are able to support their families and businesses because of wealthy families who build things. Once again why is having a wealthy family with deep pockets wanting to employ people and businesses in our community a bad thing? Also they perceive Brandon as being too young to take on such a bold project. I have two arguments for that idea. Number one as stated by the realtor who attended our second meeting Brandon is surrounding himself with good consultants. That is a sign that he knows what he does not know and is smart enough to surround himself with people who know the right answers. Secondly, in my opinion this young man has much more character than the trust fund kids I know back in New Orleans who do nothing but self indulge with their unearned wealth. Brandon Cohen could be doing the same, but he has chosen to have a for profit business that he believes will benefit the valley his family has been connected to since he was a child. Again can someone please tell me why this is a bad thing?

-

In closing Angie I would ask that you pass this along to Chad so that I too can have meetings with the decision makers of this project.

-

Thanks so much,

-

Rae Sanders

-

-

-

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-

-

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From: [Jenny Rakow](#)
To: [Jessica Lake](#); [Peyton Heitzman](#)
Subject: Fwd: Haymeadow School Swap
Date: Sunday, October 25, 2020 2:23:35 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Get [Outlook for iOS](#)

From: Scott Turnipseed <scott.turnipseed@townofeagle.org>
Sent: Sunday, October 25, 2020 1:58:00 PM
To: Jessica DiToro <jesditors@gmail.com>
Cc: Jenny Rakow <jenny.rakow@townofeagle.org>; Brandy Reitter <brandy.reitter@townofeagle.org>
Subject: RE: Haymeadow School Swap

Hello Jessica,

Thank you for your email.

I am copying Jenny Rakow (the Town Clerk) and Brandy Reitter (the Town Manager) on this email to make sure your comments get entered into the public record.

Thank you,

Scott Turnipseed

Mayor

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-6354, Fax: 970-328-5203

CLICK BELOW FOR TOWN WEBSITE, NEWS, EVENTS OR TO PROVIDE FEEDBACK:



Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-200.1, et seq.

From: Jessica DiToro <jesditors@gmail.com>
Sent: Saturday, October 24, 2020 5:00 PM
To: Scott Turnipseed <scott.turnipseed@townofeagle.org>; Andy Jessen

<andy.jessen@townofeagle.org>; Matt Solomon <matt.solomon@townofeagle.org>; Pappy Kerst <pappy.kerst@townofeagle.org>; Adam Palmer <adam.palmer@townofeagle.org>; Ellen Bodenheimier <ellen.bodenheimier@townofeagle.org>; David Gaboury <david.g@townofeagle.org>

Subject: Haymeadow School Swap

Good afternoon,

I am a resident of the Soleil Homes neighborhood. I am opposed to the Haymeadow School Swap that has been proposed.

Thank you,

Jessica

From: [Colleen Gauron](#)
To: [Planning and Zoning](#); [Scott Turnipseed](#)
Subject: Opposition to proposed Hay meadow Land swap
Date: Sunday, October 25, 2020 6:51:38 PM

Greetings

As a neighbor in the near vicinity of the Hay Meadow Dev, I am writing in opposition to the proposed Land Swap of proposed Elementary school site for a proposed 165 unit apartment complex. I'm intentionally keeping this email short as I've seen some well written communications that covered this thoroughly. I'm simply opposed to this request.

I would appreciate it if you would forward my comments to the PZ. Staff and council members etc.

Another comment . I would appreciate access to project plan or timeline for Hay Meadow dev. Last updates on haymeadow.com are from March 2020.

Kind Regards
Colleen Gauron
2023 Montgomerie Circle
Eagle
612 251 6268
Colleengauron@gmail.com

From: [Jenny Rakow](#)
To: [Jessica Lake](#); [Peyton Heitzman](#)
Subject: Fwd: Opposition to Haymeadow School Land Use Swap: 73 Soliel
Date: Sunday, October 25, 2020 2:23:48 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

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From: Scott Turnipseed <scott.turnipseed@townofeagle.org>
Sent: Sunday, October 25, 2020 1:57:09 PM
To: Stephan Wilson <swilson6714@gmail.com>
Cc: Jenny Rakow <jenny.rakow@townofeagle.org>; Brandy Reitter <brandy.reitter@townofeagle.org>
Subject: RE: Opposition to Haymeadow School Land Use Swap: 73 Soliel

Hello Stephan,

Thank you for your email.

I am copying Jenny Rakow (the Town Clerk) and Brandy Reitter (the Town Manager) on this email to make sure your comments get entered into the public record.

Thank you,

Scott Turnipseed

Mayor

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-6354, Fax: 970-328-5203

CLICK BELOW FOR TOWN WEBSITE, NEWS, EVENTS OR TO PROVIDE FEEDBACK:



Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-200.1, et seq.

From: Stephan Wilson <swilson6714@gmail.com>
Sent: Saturday, October 24, 2020 5:49 PM
To: Scott Turnipseed <scott.turnipseed@townofeagle.org>; Andy Jessen

<andy.jessen@townofeagle.org>; Matt Solomon <matt.solomon@townofeagle.org>; Pappy Kerst <pappy.kerst@townofeagle.org>; Adam Palmer <adam.palmer@townofeagle.org>; Ellen Bodenheimier <ellen.bodenheimier@townofeagle.org>; David Gaboury <david.g@townofeagle.org>
Subject: Opposition to Haymeadow School Land Use Swap: 73 Soliel

Good afternoon,

I opposed the Haymeadow land use swap both as a community member and professional engineer.

The swap, which would place any future school further up Brush Creek, does not appear to have the communities best interest in mind nore does it seem to provide any long term benefit to the Town of Eagle.

Design and development projects have long term effects and typically there is only one chance to do the project correctly as redevelopment is seldom an option.

Thank you,
Stephan

From: [Jenny Rakow](#)
To: [Jessica Lake](#); [Angie Kyle](#)
Subject: FW: Haymeadow Proposed Changes
Date: Monday, October 26, 2020 9:01:34 AM

On Oct 25, 2020, at 5:38 PM, Sue Baran <suebaran83@gmail.com> wrote:

Hello,

We attended the meeting regarding the land swap between the school district and the high density portion of the development of Haymeadow. Our neighbors have put forth the following points which we fully agree with. In addition, we purchased a home on Field Street, given that in all the plans that we were able to find, it was planned as a dead-end street.

I OPPOSE THE HAYMEADOW SCHOOL PARCEL LAND SWAP PROPOSAL for the reasons below:

- 1) Every Soleil homeowner relied on the city's PUD approval when purchasing at Soleil Homes and accepted that a school was slated to be built adjacent to Soleil. Swapping the school parcel for high density housing will negatively affect Soleil's property values. It is unacceptable to allow this land swap solely to financially benefit a private developer at the expense of Soleil homeowners.
- 2) The developer claims that the real estate market has changed since the PUD approval in 2014. Because of this, they want to build the high density housing sooner and in a location closer to the beginning of the development. The real estate market changes constantly, and if the developer had not had so many delays perhaps he could have taken advantage of the market as it was at the time of his original proposal. This is not a problem that should concern the Town of Eagle.
- 3) The proposed land swap financially benefits the developer due to deferring infrastructure costs. It negatively impacts Soleil homeowners due to reduced property values from adjacent high density housing and blocked mountain views. Soleil homeowners should not bear the burden of the developer's financial challenges.
- 4) The placement of the school was extensively thought through by Town of Eagle staff and the school board during the PUD process. There was an extensive traffic study regarding the school placement in an effort to avoid traffic issues currently experienced with Brush Creek Elementary. It was decided that they didn't want traffic driving through a neighborhood. Additionally, the original location allows the school and Mountain Recreation to share facilities and resources. The location of the school should not be changed because of the

developer's financial issues.

- 5) This development has taken 17 years to get to this point which shows very inadequate planning. The developer submitted and received approval for a specific land distribution, which our homeowner's relied upon. Now the developer wants to defer infrastructure costs, so is proposing the land swap, which again highlights his inadequate planning. The developer should not be bailed out at the expense of Soleil homeowners property values.
- 6) The developer scheduled a meeting with Soleil homeowners for 6pm on Friday October 23 to discuss the plans for the proposed land swap. At this meeting we were informed that they planned to submit their request for change to the PUD Monday morning, October 26, giving Soleil homeowners very little time to react.

Thank you for your consideration of this important community issue.

Susan and Jeff Baran
74 Field Street
Eagle, CO 81631

From: [Jenny Rakow](#)
To: [Jessica Lake](#); [Angie Kyle](#)
Subject: FW: Haymeadow Land Swap Opposition
Date: Monday, October 26, 2020 7:33:41 AM

From: Linda Bennett <linda4bennett@gmail.com>
Sent: Sunday, October 25, 2020 11:15 AM
Subject: Haymeadow Land Swap Opposition

I OPPOSE THE HAYMEADOW SCHOOL PARCEL LAND SWAP PROPOSAL for the reasons below:

- 1) Every Soleil homeowner relied on the city's PUD approval when purchasing at Soleil Homes and accepted that a school was slated to be built adjacent to Soleil. Swapping the school parcel for high density housing will negatively affect Soleil's property values. It is unacceptable to allow this land swap solely to financially benefit a private developer at the expense of Soleil homeowners.
- 2) The developer claims that the real estate market has changed since the PUD approval in 2014. Because of this, they want to build the high density housing sooner and in a location closer to the beginning of the development. The real estate market changes constantly, and if the developer had not had so many delays perhaps he could have taken advantage of the market as it was at the time of his original proposal. This is not a problem that should concern the Town of Eagle.
- 3) The proposed land swap financially benefits the developer due to deferring infrastructure costs. It negatively impacts Soleil homeowners due to reduced property values from adjacent high density housing and blocked mountain views. Soleil homeowners should not bear the burden of the developer's financial challenges.
- 4) The placement of the school was extensively thought through by Town of Eagle staff and the school board during the PUD process. There was an extensive traffic study regarding the school placement in an effort to avoid traffic issues currently experienced with Brush Creek Elementary. It was decided that they didn't want traffic driving through a neighborhood. Additionally, the original location allows the school and Mountain Recreation to share facilities and resources. The location of the school should not be changed because of the developer's financial issues.
- 5) This development has taken 17 years to get to this point which shows very inadequate planning. The developer submitted and received approval for a specific land distribution, which our homeowner's relied upon. Now the developer wants to defer infrastructure

costs, so is proposing the land swap, which again highlights his inadequate planning. The developer should not be bailed out at the expense of Soleil homeowners property values.

6) The developer scheduled a meeting with Soleil homeowners for 6pm on Friday October 23 to discuss the plans for the proposed land swap. At this meeting we were informed that they planned to submit their request for change to the PUD Monday morning, October 26, giving Soleil homeowners very little time to react.

Thank you for your consideration of this important community issue.

Linda Bennett
116 Soleil Circle

From: [Jenny Rakow](#)
To: [Jessica Lake](#); [Angie Kyle](#)
Subject: FW: Haymeadow land swap submittal
Date: Monday, October 26, 2020 7:33:56 AM

From: Kim Bradley <kbradley@slifer.net>
Sent: Sunday, October 25, 2020 11:35 AM
To: Chad Phillips <chad.phillips@townofeagle.org>; Charlie Perkins <charlieperkins@townofeagle.org>; Jesse Gregg <jgregg@townofeagle.org>; Kyle Hoiland <kyle.hoiland@townofeagle.org>; Bill Nutkins <bill.nutkins@townofeagle.org>; Matthew Hood <matthew.hood@townofeagle.org>; Robert Townsend <robert.townsend@townofeagle.org>; Lani Webb <lani.webb@townofeagle.org>; keegan.winkeller@townofeagle.org; Scott Turnipseed <scott.turnipseed@townofeagle.org>; Andy Jessen <andy.jessen@townofeagle.org>; Pappy Kerst <pappy.kerst@townofeagle.org>; Matt Solomon <matt.solomon@townofeagle.org>; Adam Palmer <adam.palmer@townofeagle.org>; Ellen Bodenhemier <ellen.bodenhemier@townofeagle.org>; David Gaboury <david.g@townofeagle.org>
Cc: Kim Bradley <kbradley@slifer.net>
Subject: Haymeadow land swap submittal

To Town Council and P&Z Commission members. Thank for your time with all that you are doing for Eagle. The Soleil homeowners recently had a meeting with the Haymeadow development team and I would like to share some reasons as to why I oppose the school land swap proposal being submitted based upon the information provided to us:

- The placement of the school was extensively thought through by Town of Eagle staff and the school board during the PUD process. There was an extensive traffic study regarding the school placement in an effort to avoid traffic issues currently experienced with Brush Creek Elementary. It was decided that they didn't want traffic driving through a neighborhood. Additionally, the original location allows the school and Mountain Recreation to share facilities and resources. The location of the school should not be changed because of the developer's financial issues.
- This development has taken 17 years to get to this point which shows very inadequate planning. The developer submitted and received approval for a specific land distribution, which our homeowner's relied upon. Now the developer wants to defer infrastructure costs, so is proposing the land swap, which again highlights his inadequate planning. The developer should not be bailed out at the expense of Soleil homeowners property values.
- The developer scheduled a meeting with Soleil homeowners for 6pm on Friday October 23 to discuss the plans for the proposed land swap. At this meeting we were informed that they planned to submit their request for change to the PUD [Monday morning](#), October 26, giving Soleil homeowners very little time to react.

Thank you again for your time and for educating yourselves on this upcoming submission.

Kim
122 Soleil Circle

Kim Bradley
Slifer Smith & Frampton Real Estate
Eagle, CO - Realtor/Branch Broker
K2@Slifer.net | 970.376.5814

Sent from my iPhone. Please excuse any typos

From: [Jenny Rakow](#)
To: [Angie Kyle](#); [Jessica Lake](#)
Subject: FW: LAND SWAP OPPOSITION
Date: Monday, October 26, 2020 9:01:29 AM

Sent from my iPhone

On Oct 25, 2020, at 10:44 PM, will brown <wbr5000@live.com> wrote:

OPPOSE THE HAYMEADOW SCHOOL PARCEL LAND SWAP PROPOSAL for the reasons below:

- 1) Every Soleil homeowner relied on the city's PUD approval when purchasing at Soleil Homes and accepted that a school was slated to be built adjacent to Soleil. Swapping the school parcel for high density housing will negatively affect Soleil's property values. It is unacceptable to allow this land swap solely to financially benefit a private developer at the expense of Soleil homeowners.
- 2) The developer claims that the real estate market has changed since the PUD approval in 2014. Because of this, they want to build the high density housing sooner and in a location closer to the beginning of the development. The real estate market changes constantly, and if the developer had not had so many delays perhaps he could have taken advantage of the market as it was at the time of his original proposal. This is not a problem that should concern the Town of Eagle.
- 3) The proposed land swap financially benefits the developer due to deferring infrastructure costs. It negatively impacts Soleil homeowners due to reduced property values from adjacent high density housing and blocked mountain views. Soleil homeowners should not bear the burden of the developer's financial challenges.
- 4) The placement of the school was extensively thought through by Town of Eagle staff and the school board during the PUD process. There was an extensive traffic study regarding the school placement in an effort to avoid traffic issues currently experienced with Brush Creek Elementary. It was decided that they didn't want traffic driving through a neighborhood. Additionally, the original location allows the school and Mountain Recreation to share facilities and resources. The location of the school should not be changed because of the developer's financial issues.

- 5) This development has taken 17 years to get to this point which shows very inadequate planning. The developer submitted and received approval for a specific land distribution, which our homeowner's relied upon. Now the developer wants to defer infrastructure costs, so is proposing the land swap, which again highlights his inadequate planning. The developer should not be bailed out at the expense of Soleil homeowners property values.

- 6) The developer scheduled a meeting with Soleil homeowners for 6pm on Friday October 23 to discuss the plans for the proposed land swap. At this meeting we were informed that they planned to submit their request for change to the PUD Monday morning, October 26, giving Soleil homeowners very little time to react.

Thank you for your consideration of this important community issue.

William Brown
94 Field Street

From: [Jenny Rakow](#)
To: [Jessica Lake](#); [Angie Kyle](#)
Subject: FW: Haymeadow land swap opposition
Date: Monday, October 26, 2020 7:33:25 AM

From: Mike Claymon <mikeclaymon@hotmail.com>

Sent: Sunday, October 25, 2020 11:10 AM

Subject: Haymeadow land swap opposition

I OPPOSE THE HAYMEADOW SCHOOL PARCEL LAND SWAP PROPOSAL for the reasons below:

1. Every Soleil homeowner relied on the city's PUD approval when purchasing at Soleil Homes and accepted that a school was slated to be built adjacent to Soleil. Swapping the school parcel for high density housing will negatively affect Soleil's property values. It is unacceptable to allow this land swap solely to financially benefit a private developer at the expense of Soleil homeowners.
2. The developer claims that the real estate market has changed since the PUD approval in 2014. Because of this, they want to build the high density housing sooner and in a location closer to the beginning of the development. The real estate market changes constantly, and if the developer had not had so many delays perhaps he could have taken advantage of the market as it was at the time of his original proposal. This is not a problem that should concern the Town of Eagle.
3. The proposed land swap financially benefits the developer due to deferring infrastructure costs. It negatively impacts Soleil homeowners due to reduced property values from adjacent high density housing and blocked mountain views. Soleil homeowners should not bear the burden of the developer's financial challenges.
4. The placement of the school was extensively thought through by Town of Eagle staff and the school board during the PUD process. There was an extensive traffic study regarding the school placement in an effort to avoid traffic issues currently experienced with Brush Creek Elementary. It was decided that they didn't want traffic driving through a neighborhood. Additionally, the original location allows the school and Mountain Recreation to share facilities and resources. The location of the school should not be changed because of the developer's financial issues.
5. This development has taken 17 years to get to this point which shows very inadequate planning. The developer submitted and received approval for a specific land distribution, which our homeowner's relied upon. Now the developer wants to defer infrastructure costs, so is proposing the land swap, which again highlights his inadequate planning. The developer should not be bailed out at the expense of Soleil homeowners property values.
6. The developer scheduled a meeting with Soleil homeowners for 6pm on Friday October 23 to discuss the plans for the proposed land swap. At this meeting we were informed that they planned to submit their request for change to the PUD Monday morning, October 26, giving

Soleil homeowners very little time to react.

Thank you for your consideration of this important community issue.

Mike Claymon
116 Soleil Circle
Eagle, CO

From: [Jenny Rakow](#)
To: [Jessica Lake](#); [Angie Kyle](#)
Subject: FW: Opposition to proposed Hay meadow Land swap
Date: Monday, October 26, 2020 9:03:08 AM

On Oct 25, 2020, at 6:51 PM, Colleen Gauron <colleengauron@gmail.com> wrote:

Greetings

As a neighbor in the near vicinity of the Hay Meadow Dev, I am writing in opposition to the proposed Land Swap of proposed Elementary school site for a proposed 165 unit apartment complex. I'm intentionally keeping this email short as I've seen some well written communications that covered this thoroughly. I'm simply opposed to this request.

I would appreciate it if you would forward my comments to the PZ. Staff and council members etc.

Another comment . I would appreciate access to project plan or timeline for Hay Meadow dev. Last updates on haymeadow.com are from March 2020.

Kind Regards
Colleen Gauron
2023 Montgomerie Circle
Eagle
612 251 6268
Colleengauron@gmail.com

From: [Jenny Rakow](#)
To: [Jessica Lake](#); [Angie Kyle](#)
Subject: FW: Haymeadow: Stick to the Original Approved Use
Date: Monday, October 26, 2020 9:02:18 AM

On Oct 25, 2020, at 5:33 PM, Dave & Linda Gerdes <grdstr@gmail.com> wrote:

Greetings Council and members

We live at 2171 Montgomerie Circle in Brush Creek Village. We've been made aware that there may be an agenda item at this week's P&Z meeting regarding the Haymeadow requesting a land Swap. We would like to voice our strong OPPOSITION to this swap. Where did this idea come from... the neighbors weren't notified or involved!

When we purchased our townhouse in 2017, we did so with the understanding of the development plans in place for the Haymeadow field just across the street from our unit. There was no asterisk that the plan was likely to change. We are expecting the plans to proceed as originally approved.

Please feel free to email us or call to discuss further.

As a side note, we have regularly checked the Haymeadow website for status information but they don't seem to want to share anything. July 10 was their last post, and actually even those postings lacked meaningful information. Because of their lack of communication, I vote for them to grow hay again.. and certainly not to change the land use that was originally approved.

Yours truly,
Dave Gerdes
grdstr@gmail.com
(309) 452-9588

From: [Jenny Rakow](#)
To: [Jessica Lake](#); [Angie Kyle](#)
Subject: FW: Haymeadow Proposed Land Swap
Date: Monday, October 26, 2020 9:02:54 AM

On Oct 25, 2020, at 5:02 PM, Amy Gornikiewicz <amybiblioaddict@gmail.com> wrote:

Dear Council Members et al.,

Please add us to the list of Soleil Homeowners that are vehemently opposed to the proposed land swap amendment by the Haymeadow developers.

In addition to the items listed below we would like to add that though the Eagle Community Plan does confirm the developer's claim that density should be as close to the town core as possible, it also says that uncomplimentary types of housing should not be inappropriately adjacent to one another. Furthermore, that no development should unnecessarily change the character of neighboring area's or obstruct natural view corridors.

Also, as long time Eagle homeowners we are appalled with the unbridled growth being allowed to ruin our home. Long story short, these are not going to be "affordable" for the targeted market, which will lead to more overpriced rental housing. So, can you honestly tell us that Eagle *immediately* needs several hundred more overpriced rental units (because the developer is over budget), in addition to the 500 plus at Hockett Gulch? Does anyone need to regularly make a turn on and off Grand Ave.? You can keep your studies; we already have a traffic problem! And with current world conditions driving a "workforce" migration, who exactly is going to buy all these units?

WE ALSO OPPOSE THE HAYMEADOW SCHOOL PARCEL LAND SWAP PROPOSAL for the reasons below:

- 1) Every Soleil homeowner relied on the city's PUD approval when purchasing at Soleil Homes and accepted that a school was slated to be built adjacent to Soleil. Swapping the school parcel for high density housing will negatively affect Soleil's property values. It is unacceptable to allow this land swap solely to financially benefit a private developer at the expense of Soleil homeowners.
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the time of his original proposal. This is not a problem that should concern the Town of Eagle.

3) The proposed land swap financially benefits the developer due to deferring infrastructure costs. It negatively impacts Soleil homeowners due to reduced property values from adjacent high density housing and blocked mountain views. Soleil homeowners should not bear the burden of the developer's financial challenges.

4) The placement of the school was extensively thought through by Town of Eagle staff and the school board during the PUD process. There was an extensive traffic study regarding the school placement in an effort to avoid traffic issues currently experienced with Brush Creek Elementary. It was decided that they didn't want traffic driving through a neighborhood. Additionally, the original location allows the school and Mountain Recreation to share facilities and resources. The location of the school should not be changed because of the developer's financial issues.

5) This development has taken 17 years to get to this point which shows very inadequate planning. The developer submitted and received approval for a specific land distribution, which our homeowner's relied upon. Now the developer wants to defer infrastructure costs, so is proposing the land swap, which again highlights his inadequate planning. The developer should not be bailed out at the expense of Soleil homeowners property values.

6) The developer scheduled a meeting with Soleil homeowners for 6pm on Friday October 23 to discuss the plans for the proposed land swap. At this meeting we were informed that they planned to submit their request for change to the PUD Monday morning, October 26, giving Soleil homeowners very little time to react.

Thank you for your consideration of this important community issue.

Please feel free to contact us at:

amybiblioaddict@gmail.com or

PO Box 721

Eagle CO 81631

Amy Gornikiewicz

Peter Danforth

106 Soleil Circle

From: [Jenny Rakow](#)
To: [Jessica Lake](#); [Angie Kyle](#)
Subject: FW: I oppose the Haymeadow School Parcel Land Swap Proposal.
Date: Monday, October 26, 2020 7:34:30 AM

From: Amy Kinser <amy@everydayoutfitters.com>
Sent: Sunday, October 25, 2020 1:08 PM
To: Scott Turnipseed <scott.turnipseed@townofeagle.org>; Andy Jessen <andy.jessen@townofeagle.org>; Pappy Kerst <pappy.kerst@townofeagle.org>; Matt Solomon <matt.solomon@townofeagle.org>; Adam Palmer <adam.palmer@townofeagle.org>; Ellen Bodenhemier <ellen.bodenhemier@townofeagle.org>; David Gaboury <david.g@townofeagle.org>
Subject: I oppose the Haymeadow School Parcel Land Swap Proposal.

October 25, 2020

Dear Town Council,

I am writing to you to express my opposition to the proposed land swap from the Haymeadow Development. I moved to Eagle in October 2018 into the Soleil neighborhood, and I did so with the understanding of what the surrounding area would look like in the near- and long-term future. That understanding included a school neighboring our development's property. In the past few months, I was incredibly disappointed to learn about the proposed land swap, for the following reasons:

- As stated above, I bought my house with the knowledge that there would be a school built behind me and my neighborhood. I was excited about that prospect, and even more so when we realized that the school would feed into the proposed community center.
- Myself and some of my neighbors paid a premium for a view of the New York Range, with the understanding that the school will be there. The proposed land swap and altered map with approximately 200 units all together on the western side of the property will obstruct that view. This will leave a very bad impression of the Town of Eagle that developers can just chop and change their developments once they've been approved. It sets a bad precedent.
- We understand that the Town spent a great deal of time and careful deliberation to determine the placement of the school, ultimately deciding on its original location due to the possibility of shared facilities and resources with the proposed Mountain Rec expansion. With so much deliberation and careful consideration on the location we do not understand why a developer would suddenly want the swap. The current location will be a benefit to the children who attend the school—and their families.
- This proposed land swap will negatively impact the entire town, but mostly the children. The opportunity to have shared facilities—shared land, shared fields, and to be within walking distance of a community center—is a phenomenal one. Making this swap and moving the school a mile and a half away would defeat the opportunity in one fell swoop.
- Having the school located in its original location means that car usage will decrease—more of the kids will walk or ride to school and then walk or ride to Mountain Rec's community center. Moving the school far away will—again—

increase traffic, increase noise pollution, and increase the carbon monoxide in the air. • I understand that traffic going through the neighborhood to get to the school will be a nightmare if the school is moved to the proposed new site. The traffic will get backed up down Brush Creek Road, especially with recreational access to Sylvan Lake State Park. • Mr. Cohen has stated that he wants to do the swap because it will save him money as well as earn him money with the sale of multiple units. I do not believe that a developer's budget mismanagement or profit is even remotely a decent reason to make this land swap. • Part of Mr. Cohen's budgetary issues comes from the fact he put the infrastructure in the wrong spot—it is not near where the high-density buildings are planned to go. This mismanagement is deeply concerning for the long-term viability of the project. Why didn't he put the infrastructure where it needed it be? The infrastructure work has been going for two years—if it takes them this long to do this horizontal construction, how long will it take to finish this development? • I have lost all confidence in their ability to schedule and manage this development properly given that they are constantly digging up places they've already dug up before to replace piping. Furthermore, they want to propose a swap without having any actual design or understanding of the costs involved. • During a conversation we had with Scott Schlosser, he told us that the development company are under no obligation to complete any phase after phase 1. It is my concern that they are trying to put all the multifamily development in phase 1 so that they can maximize their profit and walk away from subsequent phases. This will be a terrible eyesore and not what the Town of Eagle wants. • On Friday, 10/23, residents of the Soleil Neighborhood finally got a meeting with Mr. Cohen to see the renderings and ask him questions. We had been asking for this meeting for months, and then we found out that he's planning to submit his proposal on Monday, 10/26, barely giving us any time to reach out to you. The timing of the meeting and the subsequent submission is shady at best and tells us quite a bit about the morals and ethics of this developer. o In this meeting, Mr. Cohen showed us renderings. All the multi-family housing is in one spot, making it look a lot like the River Run and Kayak Crossing developments in Eagle-Vail. This does not follow any design or development currently in Eagle now and would not fit in with the surroundings—especially in Eagle Ranch. o The renderings also showed that each building has 24 two-bedroom apartments, but only 20 parking spots. If 48 people live there, where are all the cars going to go? o They claim that they conducted a traffic survey for the proposed swap, which they claim will only add eight additional cars an hour. If there are approximately 200 units with two bedrooms in each, that comes to 400 cars, total. I find it very hard to believe that 400 cars in one development will yield only eight cars an hour. o This multifamily housing does not have any kind of public transportation anywhere near it. If there are only eight cars an hour, just how are all the other people supposed to get to work? o Eagle County Schools is in the process of creating a workforce housing, so then who will this be for? Has the Town carried out a recent housing requirement study that substantiates all this additional housing being frontloaded onto this development? Given the current COVID-19 pandemic, our observations have led us to believe that families from the Front Range are moving out here—one- and two-bedroom units do not meet their requirements. Single family

homes do. o The pricing of these units is (we are led to believe) around \$400,000 for a one- or two-bedroom unit. A starting salary for an Eagle County School teacher is \$37,000. Just how is the workforce housing supposed to benefit a teacher with that ratio of income to house price?

- Moving the housing to the location where the school is supposed to be means that there will be a parking lot and then 35' high buildings. This will block the view of those who live in the duplexes and will be much more unsightly than a school which won't be built for 5-10 years. •

If all the units are so close together, the trash will become a massive problem. It will be an eyesore and it will attract wildlife. To be clear, I am not opposed to the Haymeadow development as it stands. We welcome new neighbors and the vitality it will bring to the Town. I am opposed to the land swap and all that it entails. There are so many reasons to keep the plan as it is, but as far as we can tell, the only reason to move forward with the land swap is to benefit the developer. That's not the way we do things in the Town of Eagle. For the reasons listed above, and others, we are adamantly opposed to the proposed land swap at the Haymeadow development.

Sincerely,
Amy Kinser

From: [Jenny Rakow](#)
To: [Jessica Lake](#); [Angie Kyle](#)
Subject: FW: Haymeadow land swap
Date: Monday, October 26, 2020 7:31:36 AM

From: Michael Kleinman <michaeljkleinmanlaw@gmail.com>
Sent: Sunday, October 25, 2020 9:43 AM
To: Scott Turnipseed <scott.turnipseed@townofeagle.org>; Andy Jessen <andy.jessen@townofeagle.org>; Pappy Kerst <pappy.kerst@townofeagle.org>; Matt Solomon <matt.solomon@townofeagle.org>; Adam Palmer <adam.palmer@townofeagle.org>; Ellen Bodenhemier <ellen.bodenhemier@townofeagle.org>; David Gaboury <david.g@townofeagle.org>
Subject: Haymeadow land swap

Dear Mr. Mayor and counsel members,

I and my wife Doron Kleinman are full time residents of the City of Eagle living at the home known as 98 Soleil Circle Eagle Co 81631 which is part of the Soleil Homes Development. We purchased the home January 15, 2021 with the understanding that the adjoining land was designated as a future school site. As an adjoining landowner to the Haymeadow development, I along with a number of other residents, will be contacting you to express our opposition to the proposed land swap the developer has been working on for the past number of months. We have been advised that the developer will be filing for an amendment to the existing PUD the City approved some time ago.

Last Friday a number of the homeowners met with Brandon Cohen, who I understand is the principal running the development where we discussed his proposed amendment to the PUD. We understand the developer is proposing to swap land where the multi-family parcel situate far away from the recreation land would be exchanged for the present land designated for a future school. A copy of the proposed swap is attached.

The members of the community have discussed the swap a number of times and will be voicing their opposition or support once the filing occurs. We have assembled a list of reasons to oppose which I would be happy to share with you now or after the request to amend the PUD to permit the land swap is filed.

I intend to attend any public hearings and oppose the land swap portion of the requested amendment. I expect I will have the opportunity to cross examine the representatives of the developer at that time.

I understand some of the Soleil Homes residents have prepared a petition with a number of residents opposed to the swap and may be providing it today or tomorrow. My wife and I agree with that petition based on the developers proposed use of the land for high density condos.

I am not acting as the attorney for any party and our opposition is that of a landowner in the adjoining development. If you would like list of our reasons for opposing the land swap I am happy to provide them on request or meet with any of you as permitted by the rules of the City of Eagle and State of Colorado.

Michael J. Kleinman Esq.
C/O Law Offices of Michael L. Poindexter\
2132 Montane Dr. E.\
Golden, Colorado 80401
Telephone: 970-328-3986
Facsimile: (303) 526-1981

Alternate Email: Kleinmanlaw@q.com•Cellular Phone 303.359.1825

THE FOREGOING IS PRIVILEGED AND CONFIDENTIAL INFORMATION, DIRECTED ONLY TO THE ADDRESSEE. IF YOU HAVE ERRONEOUSLY RECEIVED THIS COMMUNICATION, PLEASE DELETE THIS E-MAIL AND ALL ATTACHMENTS AND NOTIFY THE SENDER IMMEDIATELY. THE UNAUTHORIZED DISCLOSURE OR USE OF ANY INFORMATION CONTAINED HEREIN OR IN ANY ATTACHMENTS IS STRICTLY PROHIBITED BY SECTION 7-74-102 ET SEQ. OF THE COLORADO REVISED STATUTES.

From: [Jenny Rakow](#)
To: [Jessica Lake](#); [Angie Kyle](#)
Subject: FW: Land Swap Haymeadow
Date: Monday, October 26, 2020 9:02:38 AM

On Oct 25, 2020, at 8:49 PM, Martha Miller <millerreynolds4@gmail.com> wrote:

Hello-

I am writing to say that I'm opposed to the Haymeadow School parcel land swap and hope you will consider all the impacts that it will have on our community.

When the PUD was approved, the school location was thoroughly vetted by many parties. Two major considerations for the school site was the traffic impacts and shared use with the rec district. The town used the 'lessons learned' from Brush Creek Elementary to place the school where the traffic impacts would be minimized.

Additionally, having the ability to share facilities and programs such as After School with the rec district makes good sense. The original PUD was well thought out.

I am a Soleil homeowner and am also concerned about the impacts to my property. I purchased my property assuming the land adjacent to my home would be a school site. Swapping public property to a private 'for profit' developer seems questionable.

My last point, the undeveloped school site is a great place for wildlife to winter. As our town becomes more and more developed, we've seen the impacts to the deer and elk population.

Thank you for reading my email and your consideration of this important community issue.

Best,
Martha Miller
172 Soleil Circle
Box 2107
Eagle CO 81631
970-343-2903

From: [Jenny Rakow](#)
To: [Jessica Lake](#); [Angie Kyle](#)
Subject: FW: Haymeadow School Land Swap Proposal
Date: Monday, October 26, 2020 7:34:16 AM

From: matt owens <mattowens007@gmail.com>
Sent: Sunday, October 25, 2020 12:42 PM
To: Chad Phillips <chad.phillips@townofeagle.org>; Charlie Perkins <charlieperkins@townofeagle.org>; Jesse Gregg <jgregg@townofeagle.org>; Kyle Hoiland <kyle.hoiland@townofeagle.org>; Bill Nutkins <bill.nutkins@townofeagle.org>; Matthew Hood <matthew.hood@townofeagle.org>; Robert Townsend <robert.townsend@townofeagle.org>; Lani Webb <lan.webb@townofeagle.org>; keegan.winkeller@townofeagle.org; Scott Turnipseed <scott.turnipseed@townofeagle.org>; Andy Jessen <andy.jessen@townofeagle.org>; Pappy Kerst <pappy.kerst@townofeagle.org>; Matt Solomon <matt.solomon@townofeagle.org>; Adam Palmer <adam.palmer@townofeagle.org>; Ellen Bodenhemier <ellen.bodenhemier@townofeagle.org>; David Gaboury <david.g@townofeagle.org>
Subject: Haymeadow School Land Swap Proposal

All,

I am writing to you all to express my adamant opposition to the proposed Haymeadow land swap which I am led to believe will be issued on Monday October 26th 2020 by the developer Abrika Properties. The main reasons for my opposition are as follows:

We, like every other Soleil homeowner relied on the city's PUD approval when purchasing at Soleil Homes and accepted that a school was slated to be built adjacent to Soleil. Swapping the school parcel for high density multi family housing will negatively affect Soleil's property values. It is unacceptable to allow this land swap solely to financially benefit a private developer at the expense of current Soleil residents.

The developer claims that the real estate market has changed since the PUD approval in 2014. Because of this, they want to build the high density multi family housing sooner and in a location closer to the beginning of the development. The real estate market changes constantly, and if the developer had not had so many delays perhaps he could have taken advantage of the market as it was at the time of his original proposal. This is not a problem that should concern the Town of Eagle nor have we seen any information to substantiate their claim that \$400,000 one and two bedroom units are needed for this area. In my opinion and seeing the effects of the current Covid pandemic, we are actually seeing more families moving from the front range which actually indicates more single family housing is required which actually falls in line with the original Haymeadow plan.

The proposed land swap financially benefits the developer due to deferring some infrastructure costs. Due to their mismanagement and incompetence this revision to their plan would negatively impact the community. The revised plan indicates building 8 multi family buildings all within close proximity to each other, this type of design does not fall in line with any other design guidelines in

the surrounding areas. Unfortunately, this will end up looking like some other workforce housing projects closer to the ski resorts such as River Run and Kayak Crossing close to Dowd Junction. This is not what is required in Eagle nor does the area have the infrastructure and public transportation to support such as development.

The proposed redesign has not captured the parking needs that would be required on a project of this nature, in fact it indicates only 20 spaces and 16 garages per 24 units. If every unit has at least two cars this leads to substantial lack of dedicated parking which could result in parking being backed up on Brush Creek Road and surrounding roads which in turn would result in significant traffic issues and most likely accidents, not to mention the potential issues with children playing in the surrounding area.

I am led to believe that the placement of the school was extensively thought through by Town of Eagle staff and the school board during the PUD process. There was an extensive traffic study regarding the school placement in an effort to avoid traffic issues currently experienced with Brush Creek Elementary. It was decided that they didn't want traffic driving through a neighborhood which is what would happen with the revised plan. Additionally, the original location allows the school and Mountain Recreation which given the latest plans by Mountain Recreation presents an incredible opportunity to share facilities and resources which would benefit not only the children but also the whole town of Eagle. The children and the town should not miss out on this opportunity due to the financial issues and mismanagement of the project by the developer.

Haymeadow development has taken 17 years to get to this point which shows very inadequate planning and then the subsequent rush to start construction before their permit expired. In rushing this through before permit expiration we as residents of the surrounding work area have seen nearly two years of infrastructure work which has resulted in numerous mistakes on piping and drainage layouts resulting in constant digging work. Now that the developer is suffering financially as a result of this mismanagement they are proposing the land swap so they can hopefully make a quick profit on selling multi family housing (cheaper construction costs). In conversations with the developer's representative they have indicated they are under no obligation to complete any construction phases after this initial phase 1. With this in mind and them openly stating this, my only conclusion is that they are planning to halt construction after phase 1 thus leaving Eagle Ranch with a development that is not even half complete. The developer should not be bailed out at the expense of the residents of Eagle.

The developer scheduled a meeting with Soleil homeowners for 6pm on Friday October 23 to discuss the plans for the proposed land swap. At this meeting we were informed that they planned to submit their request for change to the PUD Monday morning, October 26, giving Soleil homeowners very little time to react. This only indicates the worst kind of ethics from the developer who really is looking out for themselves and not the residents of Eagle. It would be a shame for the Town of Eagle to approve this revision for a developer who does not have the Town's best interests in mind.

Finally and just to be clear, I am not opposed to the original Haymeadow development and would actually welcome it's completion. We welcome new neighbors and the vitality it will bring to the Town. I am opposed to the land swap and all that it entails. This land swap is to purely benefit the developer financially due to their own mismanagement and subsequent financial issues. The developer's representatives do not have any construction experience and this is their first project, as

a result they have unfortunately failed to produce what was originally planned. The surrounding neighbors and the Town of Eagle should not have to suffer as a result of this.

Apologizes, for interrupting your Sunday but with the late meeting on Friday this was the only real opportunity to reach out. I would like to thank you for your consideration of this important community issue and hope you will consider our opposition.

Many Thanks
Matt Owens

From: [Jenny Rakow](#)
To: [Jessica Lake](#); [Angie Kyle](#)
Subject: FW: Haymeadow School Site
Date: Monday, October 26, 2020 9:02:24 AM

On Oct 25, 2020, at 3:59 PM, C. Paller <paller@centurylink.net> wrote:

I OPPOSE THE HAYMEADOW SCHOOL PARCEL LAND SWAP PROPOSAL for the reasons below:

1. Every Soleil homeowner relied on the city's PUD approval when purchasing at Soleil Homes and accepted that a school was slated to be built adjacent to Soleil. Swapping the school parcel for high density housing will negatively affect Soleil's property values. It is unacceptable to allow this land swap solely to financially benefit a private developer at the expense of Soleil homeowners.
2. The developer claims that the real estate market has changed since the PUD approval in 2014. Because of this, they want to build the high density housing sooner and in a location closer to the beginning of the development. The real estate market changes constantly, and if the developer had not had so many delays perhaps he could have taken advantage of the market as it was at the time of his original proposal. This is not a problem that should concern the Town of Eagle.
3. The proposed land swap financially benefits the developer due to deferring infrastructure costs. It negatively impacts Soleil homeowners due to reduced property values from adjacent high density housing and blocked mountain views. Soleil homeowners should not bear the burden of the developer's financial challenges.
4. The placement of the school was extensively thought through by Town of Eagle staff and the school board during the PUD process. There was an extensive traffic study regarding the school placement in an effort to avoid traffic issues currently experienced with Brush Creek Elementary. It was decided that they didn't want traffic driving through a neighborhood. Additionally, the original location allows the school and Mountain Recreation to share facilities and resources. The location of the school should not be changed because of the developer's financial issues.
5. This development has taken 17 years to get to this point which shows very inadequate planning. The developer submitted and received approval for a specific land distribution, which our homeowner's relied upon. Now the developer wants to defer infrastructure costs, so is proposing the land swap,

which again highlights his inadequate planning. The developer should not be bailed out at the expense of Soleil homeowners property values.

6. The developer scheduled a meeting with Soleil homeowners for 6pm on Friday October 23 to discuss the plans for the proposed land swap. At this meeting we were informed that they planned to submit their request for change to the PUD Monday morning, October 26, giving Soleil homeowners very little time to react.

Thank you for your consideration of this important community issue.

Sent from [Mail](#) for Windows 10

10/25/20

Town of Eagle Members:

In anticipation of Brandon Cohen, Developer of Haymeadow, submitting a filing for a proposed land swap of the current school location within the PUD, please see attached an informal petition of surrounding residents who have signed their opposition to this land swap.

This is a partial list of signatures with many more to be submitted at public comment.

**Thank you,
Residents of Soleil, Brush Creek Townhomes, and The Orchards neighborhood.**

This document and corresponding petition signatures have been submitted to:

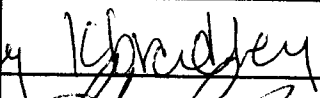
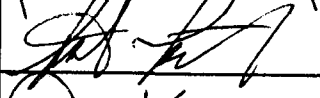
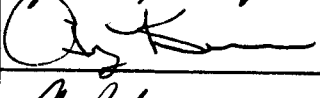
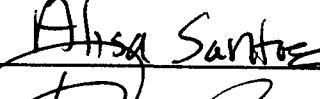
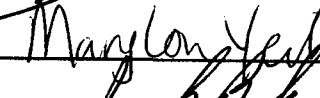
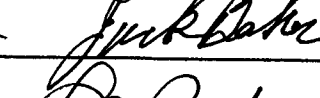
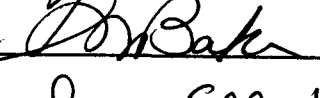
_____ **employee name**

_____ **employee position**

_____ **date and time**

Petition-from Soleil Neighborhood

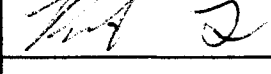
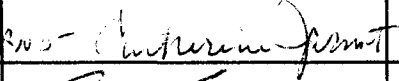
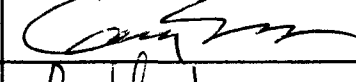
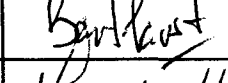
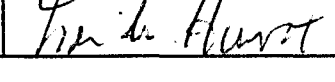
Petition summary and background	A proposed land swap by developer in Haymeadow from original PUD filing
Action petitioned for	We, the undersigned homeowners of Soleil and surrounding neighborhoods, who would be most impacted by the proposed PUD land swap, are concerned citizens who urge our leaders to act now and NOT approve any proposed change or relocation of school land within Haymeadow.

Printed Name	Signature	Address	Email	Date
Kimberly Bradley		122 Soleil Circle	kbradley@slifer.net	10-25-20
Scott Fritzer		122 Soleil Circle	Scott.ALC@hotmail.com	10/25/20
Amy Kinser		134 Soleil Circle	akbuising@gmail.com	10/25/2020
Alfreda Santibon		1935 Montgomery Circle	Santibon54@gmail.com	10/25/20
Alisa Santos		1935 Montgomery Cir	alisa@condo-ms.org	10/25/20
Dawn Beaton		2047 Montgomerie		
Marylon York		2153 Montgomery Cir		10-26-20
JACK BAKER		2221 Montgomery Cir	jackbaker2500@gmail.com	10-26-20
Susan Baker		2221 Montgomery Cir	Susanbaker2507@gmail.com	10-26-20
Susan Elliott		1502 Montgomerie Cir.	susan.elliott@eagleschools.net	10-26-20
Chris Elliott		1502 Montgomerie Cir	chris.elliott@eagleschools.net	10-26-20
MICHAEL JOERSZ		1102 NORTON WAY Cir		10/26/20

msjoersz@gmail.com Page 428 of 696

Petition-from Soleil Neighborhood

Petition summary and background	A proposed land swap by developer in Haymeadow from original PUD filing
Action petitioned for	We, the undersigned homeowners of Soleil and surrounding neighborhoods, who would be most impacted by the proposed PUD land swap, are concerned citizens who urge our leaders to act now and NOT approve any proposed change or relocation of school land within Haymeadow.

Printed Name	Signature	Address	Email	Date
BUD BARTNIK		54 Field ST	BBART1968@gmail.com	10/24/20
Kelly Reeseigh		64 Field ST	kellyreeseigh@gmail.com	10/24/20
Will Brown		94 Field St.	mindeestl@yahoo.com	10/24/20
Mindee Stevenson		94 Field St	Mindeestl@yahoo.com	10/24/20
Bronson Fiore		↓	BSFSB@naui.edu	10/24/20
Martha Miller		172 Soleil Circle	millerreynolds@gmail.com	10/24/20
Wendy Mallas		2077 Montgomerie	jim.mallas@gmail.com	10/24/20
Richard Le		2161 Montgomerie		10/25/20
CATHERINE J. HOBBS		2241 Montgomerie	hobbscatherinej@gmail.com	10-25-20
GARY SCANLON		1720 Montgomerie Cir	gscanbn22@gmail.com	10/25/2020
Bart Harst		1632 Montgomerie CR	bharst@gmail.com	10/25/20
Linda Harst		1632 Montgomerie		10/25/20

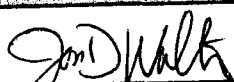
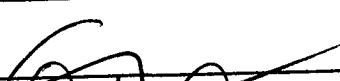
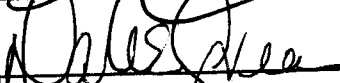
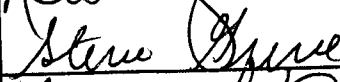
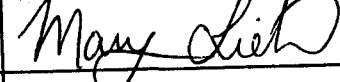
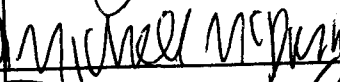
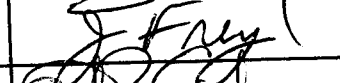
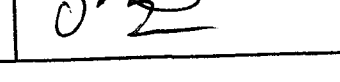
Petition-from Soleil Neighborhood

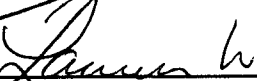
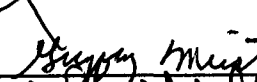
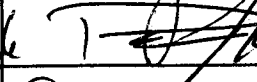
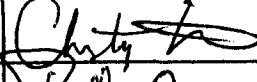
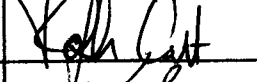
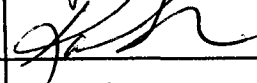
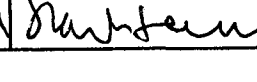
Petition summary and background	A proposed land swap by developer in Haymeadow from original PUD filing
Action petitioned for	We, the undersigned homeowners of Soleil and surrounding neighborhoods, who would be most impacted by the proposed PUD land swap, are concerned citizens who urge our leaders to act now and NOT approve any proposed change or relocation of school land within Haymeadow.

Printed Name	Signature	Address	Email	Date
Tona Refeers	Tona Refeers	1350 Wapiti Circle Eagle Co	Tona.justfin@Hotmail.com	10/24/20
Stephan Wilson	Stephan Wilson	73 Soleil Cir. Eagle Co	SW15M6714@gmail.com	10/24/20
Jessica D. Toro	J. D. Toro	73 Soleil Circle Eagle Co	jesditors@gmail.com	10/24/20
Michelle Miller	Michelle Miller	128 Soleil Circle Eagle Co	michelemiller298@gmail.com	10/24/20
MICHAEL KLEINMAN	Michael Kleinman	90 SOLEIL CIR EAGLE CO	KLEINMANWLA@aol.com	10/24/2020
DORON KLEINMAN	Doron Kleinman	90 SOLEIL CIR EAGLE CO	doron5782001@gmail.com	10/24/2020
Beth Ryan	Beth Ryan	74 Soleil Circle	Bethryan04@gmail.com	10/24/2020
Tim Ryan	Tim Ryan	74 Soleil Circle	Trye41@gmail.com	10/24/2020
Ric Turner	Ric Turner	56 Soleil Cir	RICHEATHR@GMAIL.COM	10/24/20
Heather Turner	Heather Turner	56 Soleil Circle	Same	10/24/20
Michelle Zaruba	Michelle Zaruba	50 Soleil Cir	↑	10/24/20
Charles Zaruba	Charles Zaruba	50 Soleil Cir	czaruba@hotmail.com	10-24-20

Petition-from Soleil Neighborhood

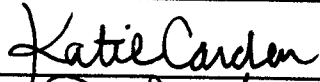
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Printed Name	Signature	Address	Email	Date
JON WALTERS		232 TANAGER CIRCLE, Eagle	jonwalters.coe@gmail.com	10/25/20
Mia Ericsson		232 Tanager Circle Eagle	mericsson.09@gmail.com	10-25-20
Lori Gay		238 Tanager Cir	lori.gay@centurytel.net	10/25/20
Chris Hendrick		242 Tanager Circle	crst926@gmail.com	10/25/20
Dale Green		0113 Ringneck	dalehgreen@yahoo.com	10/25/20
Steve Greer		250 TANAGER CIRCLE	976.363.0347 suegreer@gmail.com	10/25/20
Mary Liebl		250 Tanager Circle	lieblmary555@gmail.com	10/25/20
Missy McDonald		245 Tanager Circle	mcdonaldm@yahoo.com	10/25/20
DAVID McDONALD		245 TANAGER CR EAGLE	eioenterprises@yahoo.com	10/25/20
Jeff Frey		284 Tanager Circle	jp.frey@comcast.net	10/25
Shannon Sokup		273 Tanager Circle	sjsokup@gmail.com	10/25
David Blum		301 Tanager Cir	teletacs@yahoo	10/25.

Printed Name	Signature	Address	Email	Date
Beck Hesseltine		294 Tanager	rebecca.hesseltine@gmail.com	10/25/20
* Jake Hesseltine		294 Tanager	jake.hesseltine@gmail.com	10/25/20
Lauren Wilson		0304 Tanager	lauren.wilson.2009@gmail.com	10/25/20
GREGORY MEISTER		0304 Tanager	greg.meister.2004@gmail.com	10/25/20
John Malak		287 Tanager	JOHN.MT.HOME@AOL.COM	10/25/20
* Emma Whiting		75 Tanager	emma.whiting246@yahoo.com	10-25-20
* Jenna Barclay		78 Tanager	jenna.ruth.barclay@gmail.com	10/25/2020
Amy Yandke		98 Tanager	Amy.Yandke@yahoo.com	10/25/2020
Patrick Hasselbach		103 Tanager	phasselbach@gmail.com	10/25/2020
Christine Hasselbach		103 Tanager Circle	cmstrom@gmail.com	10/25/20
Ralph Carlson		0128 Tanager Circle	r Carlson 3481@gmail.com	10/25/20
Kathryn L. Rejo		141 Tanager Cir.	Kitty@Rejo.com	10/25
Kristin Blanco		143 Tanager Cir	K.Hayden@hotmail.com	10/25
Enrique Garcia		194 Tanager Cir	Valley Stone@billion.com	10/25
Annie Wanaske		222 Tanager Cir	annie.wanaske@gmail.com	10/25
Sarah Townsend		669 Montgomery	Townsendsl@hotmail.com	10/25

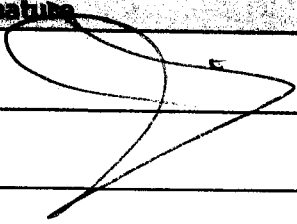
Petition-from Soleil Neighborhood

Petition summary and background	A proposed land swap by developer in Haymeadow from original PUD filing
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Printed Name	Signature	Address	Email	Date
Abby Dann		0142 Soleil Circle	padann970@aol.com	10-25-20
PETER Dann		"	"	"
Katie Carden		83 Soleil Circle	katiemparden@gmail.com	10-25-20
Daniel Carden		83 Soleil Circle	mrcarden@gmail.com	10-25-20

Printed Name	Signature	Address	Email	Date
MATT OWENS	M. Owens	PO Box 180 49 SOLEIL CIRCLE	mattowens@hotmail.co.uk	10/24/20
Elizabeth Owens	E. Owens	49 Soleil Circle	elizabeth.z.owens@gmail.com	10/24/20
Bruce Keyes	B. Keyes	26 Saen Circle	brucekeyes@yahoo.com	10/24/20
Larae Keyes	Larae Keyes	26 Soleil Circle	laraekeyes@yahoo.com	10/24/20
Mike Stalen	M. Stalen	18 Soleil	mstalen.1400@gmail.com	10/24/2020
Sheryl Stalen	S. Stalen	18 Soleil	sstalen@mountainsec.org	10/24/2020
Angie Kriedeman	Angie Kriedeman	0008 Soleil Ci.	akriedeman.arrow@insuremail.net	10/24/20
Jimmy Suhadolnik	J. Suhadolnik	0008 Soleil Ci.	gilbertparkside@yahoo.com	10/24/20
Fred Reynolds	F. Reynolds	310 Mosher Ln.	frkconr@gmail.com	10/25/20
Laura Howe	L. Howe	166 Soleil Circle	Lalee1008@gmail.com	10/25/20
D. L. Amburgey	D. L. Amburgey	84 Field St	Doug Amburgey	10/25/20
Sarah Amburgey	S. Amburgey	84 Field St	sarahamburgey@gmail.com	10/25/2020

[illegible]

Printed Name	Signature	Address	Email	Date
ERIN CALSON		1102. MONTGOMERY	erin.calson@ymail.com	10/26/20
		EAGLE, CO. 81631		

Petition-from Soleil Neighborhood

Petition summary and background	A proposed land swap by developer in Haymeadow from original PUD filing
Action petitioned for	We, the undersigned homeowners of Soleil and surrounding neighborhoods, who would be most impacted by the proposed PUD land swap, are concerned citizens who urge our leaders to act now and NOT approve any proposed change or relocation of school land within Haymeadow.

[illegible]

From: [Jenny Rakow](#)
To: [Jessica Lake](#); [Angie Kyle](#)
Subject: : Oppose Haymeadow School Land Swap
Date: Monday, October 26, 2020 7:30:19 AM

From: Beth Ryan <bethryan04@gmail.com>
Sent: Saturday, October 24, 2020 5:26 PM
To: Scott Turnipseed <scott.turnipseed@townofeagle.org>; Andy Jessen <andy.jessen@townofeagle.org>; Pappy Kerst <pappy.kerst@townofeagle.org>; Matt Solomon <matt.solomon@townofeagle.org>; Adam Palmer <adam.palmer@townofeagle.org>; Ellen Bodenhemier <ellen.bodenhemier@townofeagle.org>; David Gaboury <david.g@townofeagle.org>
Subject: Oppose Haymeadow School Land Swap

Hello,

I am a homeowner in the Soleil neighborhood, and I would like to formally express my opposition to the proposed land swap from the Haymeadow developer that is adjacent to Soleil Homes.

Thank you,
Beth Ryan

--

Beth Ryan
Phone: 414-491-2930
Email: bethryan04@gmail.com

--

From: [Jenny Rakow](#)
To: [Jessica Lake](#); [Angie Kyle](#)
Subject: FW: Haymeadow PUD
Date: Monday, October 26, 2020 7:29:45 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

FYI:

Jenny Rakow, CMC

Town Clerk & Municipal Court Supervisor

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-9623, Fax: 970-328-5203

CLICK BELOW FOR TOWN WEBSITE, NEWS, EVENTS OR TO PROVIDE FEEDBACK:



Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-200.1, et seq.

From: Gary Scanlon <gscan49@hotmail.com>
Sent: Sunday, October 25, 2020 5:02 PM
To: Clerk Group <clerk@townofeagle.org>
Cc: Gary Scanlon <gscan49@hotmail.com>
Subject: Haymeadow PUD

Please forward this email to all members of Town Council and the Planning and Zoning Commission:

All,

Please be advised that we, along with many other residents of Eagle, are opposed to any changes to the current approvals for the Haymeadow development. In particular, we oppose any land swap with the developer for the park site or the school site, and hope you would not waste any time considering such a proposal.

Thank you for listening to the residents.

Sincerely,

Gary and Lou Scanlon

gscan49@hotmail.com

From: [Jenny Rakow](#)
To: [Jessica Lake](#); [Angie Kyle](#)
Subject: FW: Opposition to the Developer LAND SWAP
Date: Monday, October 26, 2020 9:01:41 AM

On Oct 25, 2020, at 10:38 PM, Mindee Stevenson <mindee419@yahoo.com> wrote:

I OPPOSE THE HAYMEADOW SCHOOL PARCEL LAND SWAP PROPOSAL for the reasons below:

- 1) Every Soleil homeowner relied on the city's PUD approval when purchasing at Soleil Homes and accepted that a school was slated to be built adjacent to Soleil. Swapping the school parcel for high density housing will negatively affect Soleil's property values. It is unacceptable to allow this land swap solely to financially benefit a private developer at the expense of Soleil homeowners.
- 2) The developer claims that the real estate market has changed since the PUD approval in 2014. Because of this, they want to build the high density housing sooner and in a location closer to the beginning of the development. The real estate market changes constantly, and if the developer had not had so many delays perhaps he could have taken advantage of the market as it was at the time of his original proposal. This is not a problem that should concern the Town of Eagle.
- 3) The proposed land swap financially benefits the developer due to deferring infrastructure costs. It negatively impacts Soleil homeowners due to reduced property values from adjacent high density housing and blocked mountain views. Soleil homeowners should not bear the burden of the developer's financial challenges.
- 4) The placement of the school was extensively thought through by Town of Eagle staff and the school board during the PUD process. There was an extensive traffic study regarding the school placement in an effort to avoid traffic issues currently experienced with Brush Creek Elementary. It was decided that they didn't want traffic driving through a neighborhood. Additionally, the original location allows the school and Mountain Recreation to share facilities and resources. The location of the school should not be changed because of the developer's financial issues.
- 5) This development has taken 17 years to get to this point which shows very inadequate planning. The developer submitted and received approval for a specific land distribution, which our homeowner's relied upon. Now the developer wants to defer infrastructure costs, so is proposing the land swap,

which again highlights his inadequate planning. The developer should not be bailed out at the expense of Soleil homeowners property values.

- 6) The developer scheduled a meeting with Soleil homeowners for 6pm on Friday October 23 to discuss the plans for the proposed land swap. At this meeting we were informed that they planned to submit their request for change to the PUD Monday morning, October 26, giving Soleil homeowners very little time to react.

Thank you for your consideration of this important community issue.

Mindee Stevenson
94 Field Street
303-905-2345

Sent from [Mail](#) for Windows 10

From: [Jenny Rakow](#)
To: [Jessica Lake](#); [Angie Kyle](#)
Subject: FW: Soleil Land Swapp
Date: Monday, October 26, 2020 7:31:17 AM

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

From: Angie Kriedeman <gilbertparkside@yahoo.com>
Sent: Saturday, October 24, 2020 6:24 PM
To: Scott Turnipseed <scott.turnipseed@townofeagle.org>; Andy Jessen <andy.jessen@townofeagle.org>; Pappy Kerst <pappy.kerst@townofeagle.org>; Matt Solomon <matt.solomon@townofeagle.org>; Adam Palmer <adam.palmer@townofeagle.org>; ellen.bodenheimer@townofeagle.org; David Gaboury <david.g@townofeagle.org>
Subject: Soleil Land Swapp

Hello Town Council,

I would like you to know that I am opposed to the land swap for the Haymeadow Development, as a homeowner I do not want an apartment or condo building behind out development. I am hoping that council members take our opinion into consideration when voting on this. Again I am opposed to the land swap.

Thanks,

Jimmy Suhadolink

From: [Jenny Rakow](#)
To: [Jessica Lake](#); [Angie Kyle](#)
Subject: FW: Opposed to Haymeadow proposed land swap
Date: Monday, October 26, 2020 7:30:50 AM

From: Gina Van Hekken <ginavanhekken@gmail.com>
Sent: Sunday, October 25, 2020 2:19 PM
To: Chad Phillips <chad.phillips@townofeagle.org>; Charlie Perkins <charlieperkins@townofeagle.org>; Jesse Gregg <jgregg@townofeagle.org>; Kyle Hoiland <kyle.hoiland@townofeagle.org>; Bill Nutkins <bill.nutkins@townofeagle.org>; Matthew Hood <matthew.hood@townofeagle.org>; Robert Townsend <robert.townsend@townofeagle.org>; Lani Webb <lani.webb@townofeagle.org>; keegan.winkeller@townofeagle.org; Scott Turnipseed <scott.turnipseed@townofeagle.org>; Andy Jessen <andy.jessen@townofeagle.org>; Pappy Kerst <pappy.kerst@townofeagle.org>; Matt Solomon <matt.solomon@townofeagle.org>; Adam Palmer <adam.palmer@townofeagle.org>; Ellen Bodenhemier <ellen.bodenhemier@townofeagle.org>; David Gaboury <david.g@townofeagle.org>
Cc: jcvanhekken@mitchandco.com
Subject: Opposed to Haymeadow proposed land swap

Dear Eagle Town Council and Eagle Planning and Development,

We are writing to you to express our ardent opposition to the proposed land swap from the Haymeadow Development. We moved to Eagle in August of 2008 and have always appreciated the feel of our small community in Eagle. We have lived in many housing situations since then and recently were able to purchase our first single family home in the Soleil Neighborhood in May 2019. It was a huge decision for us and we paid close attention to what the surrounding area would look like in the near- and long-term future. An understanding that there would be a school neighboring our development's property helped us make the decision to purchase our forever home. In the past few months, we along with all of our neighbors were incredibly disappointed to learn about the proposed land swap, for the following reasons:

- As stated above, we bought our house with the knowledge that there would be a school close by to our neighborhood. We were excited about that prospect, and even more so when we realized that the school would feed into the proposed community center.
- We understand that the Town spent a great deal of time and careful deliberation to determine the placement of the school, ultimately deciding on its original location due to the possibility of shared facilities and resources with the proposed Mountain Rec expansion. With so much deliberation and careful consideration on the location we do not understand why a developer would suddenly want the swap. The current location will be a benefit to the children who attend the school—and their families.
- This proposed land swap will negatively impact the entire town, but mostly the children. The opportunity to have shared facilities—shared land, shared fields, and to be within walking distance of a community center—is a phenomenal one. Making this

swap and moving the school a mile and a half away would defeat the opportunity in one fell swoop.

- Having the school located in its original location means that car usage will decrease—more of the kids will walk or ride to school and then walk or ride to Mountain Rec's community center. Moving the school far away will—again—increase traffic, increase noise pollution, and increase the carbon monoxide in the air.
- We understand that traffic going through the neighborhood to get to the school will be a nightmare if the school is moved to the proposed new site. The traffic will get backed up down Brush Creek Road, especially with recreational access to Sylvan Lake State Park.
- Mr. Cohen has stated that he wants to do the swap because it will save him money as well as earn him money with the sale of multiple units. We do not believe that a developer's budget mismanagement or profit is even remotely a decent reason to make this land swap.
- Part of Mr. Cohen's budgetary issues comes from the fact he put the infrastructure in the wrong spot—it is not near where the high-density buildings are planned to go. This mismanagement is deeply concerning for the long-term viability of the project. Why didn't he put the infrastructure where it needed it be? The infrastructure work has been going for two years—if it takes them this long to do this horizontal construction, how long will it take to finish this development?
- We have lost all confidence in their ability to schedule and manage this development properly given that they are constantly digging up places they've already dug up before to replace piping. Furthermore, they want to propose a swap without having any actual design or understanding of the costs involved.
- During a conversation we had with Scott Schlosser, he told us that the development company are under no obligation to complete any phase after phase 1. It is our concern that they are trying to put all the multifamily development in phase 1 so that they can maximize their profit and walk away from subsequent phases. This will be a terrible eyesore and not what the Town of Eagle wants.
- On Friday, 10/23, residents of the Soleil Neighborhood finally got a meeting with Mr. Cohen to see the renderings and ask him questions. We had been asking for this meeting for months, and then we found out that he's planning to submit his proposal on Monday, 10/26, barely giving us any time to reach out to you. The timing of the meeting and the subsequent submission is shady at best and tells us quite a bit about the morals and ethics of this developer.
- Moving the housing to the location where the school is supposed to be means that there will be a parking lot and then 35' high buildings. This will block the view of those who live in the duplexes and will be much more unsightly than a school which won't be built for 5-10 years.

To be clear, we are not opposed to the Haymeadow development as it stands. We welcome new neighbors and the vitality it will bring to the Town. We are opposed to the land swap and all that it entails. There are so many reasons to keep the plan as it is, but as far as we can tell, the only reason to move forward with the land swap is to benefit the developer. That's not the way we do things in the Town of Eagle. For the reasons listed above, and others, we are adamantly opposed to the proposed land swap at the Haymeadow development. Please consider the concerns of your Eagle Residents.

Gina and JC Van Hekken
59 Soleil Circle

From: [Jenny Rakow](#)
To: [Jessica Lake](#); [Angie Kyle](#)
Subject: FW: Opposition to a proposed land swap in Haymeadow
Date: Monday, October 26, 2020 9:01:52 AM

On Oct 25, 2020, at 10:36 PM, "barb@reburblc.com" <barb@reburblc.com> wrote:

To Town of Eagle and School Board members:

I am writing to you in opposition to developer Brandon Cohen's upcoming proposed change to the Haymeadow PUD.

As a recent home buyer in Soleil, one of the reasons for purchasing included being told school property lie just across the fence in the adjoining development. Inherently, neighborhood schools typically help maintain or increase property values. More importantly, the school land location lends itself to a synergy within the fields and recreational facilities that would provide easy access for children/students to go to and from without creating a supervisory burden that would exist if the school location was moved further away. With the school land in its current location, it would allow more kids to walk or ride their bikes to school once built. The traffic patterns surely were studied prior to the development of Haymeadow and for this reason, the school should stay in its present location, as an approximately 200-unit complex would seemingly create double that in vehicle traffic flow in small concentrated area.

As a Soleil homeowner, we were told Field Street would never become a through street to Haymeadow, except to the school once built. Is this true?

The rendering recently provided by Mr. Cohen of 8 24-unit 3 story buildings within 100 yards of Soleil created more questions than answers. Mr. Cohen's rendering allowed for only 16 garages/cover parking spots per building. The rest would be on street parking? That number of parking structures seems very low for a multi-unit structure. Mr. Cohen also mentioned that he has right of first refusal to buy the school land and build if the school district should decide to sell the land. Does the school have any intention to ever sell that land? These questions and concerns make it an easy 'no' to the land swap, not to mention the height of the buildings would obstruct the beautiful mountain views.

These proposed changes seem to only benefit the developer financially at the expense of the current homeowners. The developer should have thought about this when getting the initial approval from the Town.

Thank you for your time and consideration.
Barb Wendell

Soleil resident since May 2020

<Haymeadow_Site_Plan.pdf>

From: [Jenny Rakow](#)
To: [Jessica Lake](#); [Angie Kyle](#)
Subject: FW: Haymeadow land swap
Date: Monday, October 26, 2020 10:54:18 AM

From: Scott Turnipseed <scott.turnipseed@townofeagle.org>
Sent: Monday, October 26, 2020 10:53 AM
To: Michael Kleinman <michaeljkleinmanlaw@gmail.com>
Cc: Jenny Rakow <jenny.rakow@townofeagle.org>; Brandy Reitter <brandy.reitter@townofeagle.org>
Subject: Re: Haymeadow land swap

Jenny and Brandy,
Please make sure this gets entered into the Public Record.
Thanks so much!
Scott T

Sent from my iPhone

On Oct 26, 2020, at 10:24 AM, Michael Kleinman <michaeljkleinmanlaw@gmail.com> wrote:

If you need a list of reasons for our opposition it is attached. I would like these issues to be discussed at the public hearing once it is scheduled.

Michael J. Kleinman Esq.
C/O Law Offices of Michael L. Poindexter\
2132 Montane Dr. E.\
Golden, Colorado 80401
Telephone: 970-328-3986
Facsimile: (303) 526-1981
Alternate Email: Kleinmanlaw@q.com • Cellular Phone 303.359.1825

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PROHIBITED BY SECTION 7-74-102 ET SEQ. OF THE COLORADO
REVISED STATUTES.

On Sun, Oct 25, 2020 at 7:29 PM Michael Kleinman

<michaeljkleinmanlaw@gmail.com> wrote:

Thank you for the clarification.

I look forward to meeting all of you

Regards

On Sun, Oct 25, 2020 at 6:52 PM Matt Solomon, Trustee

<matt.solomon@townofeagle.org> wrote:

Michael-

As far as I know, there will be a hearing and questions will be asked. I believe what Mr. Palmer was saying was that we cannot comment or make any decisions until all the information is presented to us, as it is a quasi-judicial matter. That said, I (we) do appreciate your input and participation in the process. I did copy Adam so that I do not speak out of turn or on his behalf in a wrong manner.

I appreciate you reaching out and being involved.

Thank you, again.

Matt

Matt Solomon, Council Member

Town of Eagle

[200 Broadway](#), PO Box 609, Eagle, CO 81631

Phone: 970.328.6354

Facsimile: 970.328.5203

On Oct 25, 2020, at 19:37, Michael Kleinman <michaeljkleinmanlaw@gmail.com> wrote:

Dear Consell members

Thank you for your timely response. I apologize for the typo regarding my date of purchase of [98 Soleil Circle](#). It was Jan 15, 2019.

Being unfamiliar with your counsel rules, am I to understand that when a Developer moves to amend its PUD and propose a major change in parcel use that a public hearing is held but adjoining landowners cannot ask their representatives why they propose such a change?

If so, how can you know the true reason for the proposed change? If the reason is different from their application I would think it proper to inquire into the motivation.

If you prefer me to provide a list of reasons that we oppose the PUD change, I am happy to do so. If you would provide a point person to contact rather than email

the entire counsel and Eagle representatives, please let me know
Regards

Michael J. Kleinman Esq.
C/O Law Offices of Michael L. Poindexter\
[2132 Montane Dr. E.](#)
[Golden, Colorado 80401](#)
Telephone: 970-328-3986
Facsimile: (303) 526-1981

Alternate Email: Kleinmanlaw@q.com•Cellular Phone 303.359.1825

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DISCLOSURE OR USE OF ANY INFORMATION CONTAINED
HEREIN OR IN ANY ATTACHMENTS IS STRICTLY PROHIBITED BY
SECTION 7-74-102 ET SEQ. OF THE COLORADO REVISED
STATUTES.

On Sun, Oct 25, 2020 at 5:27 PM Michael Kleinman
<michaeljkleinmanlaw@gmail.com> wrote:

I apologize for the typo
We purchased our home Jan 2019

On Sun, Oct 25, 2020 at 3:55 PM Adam Palmer
<adam.palmer@townofeagle.org> wrote:

Michael,

Thank you for your comments and email. I can't speak to your request to
cross examine the development application representatives, as that
typically isn't part of a quasi-judicial public land use hearing process, it is
my hope that such concerns and alternatives can be adequately voiced
and deliberated accordingly.

Thank you again,

Adam

Adam Palmer

Council Member

TOWN OF EAGLE

[200 Broadway](#), PO Box 609, Eagle Co 81631

Phone: 970-328-6354, Fax: 970-328-5203

CLICK BELOW FOR TOWN WEBSITE, NEWS, EVENTS OR TO PROVIDE FEEDBACK:

[\[eagleoutside.com\]](#)

Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-200.1, et seq.

-

From: Michael Kleinman <michaeljkleinmanlaw@gmail.com>

Sent: Sunday, October 25, 2020 9:43 AM

To: Scott Turnipseed <scott.turnipseed@townofeagle.org>; Andy Jessen <andy.jessen@townofeagle.org>; Pappy Kerst <pappy.kerst@townofeagle.org>; Matt Solomon <matt.solomon@townofeagle.org>; Adam Palmer <adam.palmer@townofeagle.org>; Ellen Bodenhemier <ellen.bodenhemier@townofeagle.org>; David Gaboury <david.g@townofeagle.org>

Subject: Haymeadow land swap

-

Dear Mr. Mayor and counsel members,

-

I and my wife Doron Kleinman are full time residents of the City of Eagle living at the home known as [98 Soleil Circle Eagle Co 81631](#) which is part of the Soleil Homes Development. We purchased the home January 15, 2021 with the understanding that the adjoining land was designated as a future school site. As an adjoining landowner to the Haymeadow development, I along with a number of other residents, will be contacting you to express our opposition to the proposed land swap the developer has been working on for the past number of months. We have been advised that the developer will be filing for an amendment to the existing PUD the City approved some time ago.

-

Last Friday a number of the homeowners met with Brandon Cohen, who I understand is the principal running the development where we discussed his proposed amendment to the PUD.

We understand the developer is proposing to swap land where the multi-family parcel situate far away from the recreation land would be exchanged for the present land designated for a future school. A copy of the proposed swap is attached.

-

The members of the community have discussed the swap a number of times and will be voicing their opposition or support once the filing occurs. We have assembled a list of reasons to oppose which I would be happy to share with you now or after the request to amend the PUD to permit the land swap is filed.

I intend to attend any public hearings and oppose the land swap portion of the requested amendment. I expect I will have the opportunity to cross examine the representatives of the developer at that time.

I understand some of the Soleil Homes residents have prepared a petition with a number of residents opposed to the swap and may be providing it today or tomorrow. My wife and I agree with that petition based on the developers proposed use of the land for high density condos.

-

I am not acting as the attorney for any party and our opposition is that of a landowner in the adjoining development. If you would like list of our reasons for opposing the land swap I am happy to provide them on request or meet with any of you as permitted by the rules of the City of Eagle and State of Colorado.

-

Michael J. Kleinman Esq.

C/O Law Offices of Michael L. Poindexter\

2132 Montane Dr. E.\

Golden, Colorado 80401

Telephone: 970-328-3986

Facsimile: (303) 526-1981

Alternate Email: Kleinmanlaw@q.com•Cellular Phone 303.359.1825

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-
<New Microsoft Word Document (2).pdf>

LIST OF REASONS FOR OPPOSITION TO LAND SWAP AMENDMENT TO
HAYMEADOW PUD MICHAEL AND DORON KLEINMAN 98 SOLEIL
CIRCLE EAGLE, COLORADO 81631

1. Homeowner relied on PUD approved by City which included elementary school at some time in the future adjacent to Soleil Homes subdivision when the home was purchased.
2. Developer asked for the land distribution approved and planned accordingly. Now, because they do not want to pay for development costs upfront that they knew were required to build the high-density, they propose a land swap that only benefits them and no one else.
3. The Rec district was counting on sharing playing fields with the school which will not happen if the land swap happens. The sharing of the recreation facilities just makes sense as a taxpayer.
4. The developers claim that lower cost housing will assist teachers is without merit as there is no school needed at present and if it is needed, they have land they can build upon.
5. The developers work on the road has been dismal at best with delays, mistakes and an attempt to have Soleil Homes pay for work they agreed to perform. What makes you think they can do any better adjacent to the Soleil Subdivision.
6. Traffic will funnel off the road in front of the Soleil Subdivision as the quick way to the proposed project.
7. There is no economic benefit to the City, Recreation District or Soleil Homes to the swap, The only entity that benefits is the developer that admits that it will save millions of dollars of infrastructure costs now and use profits (if that every occurred) to pay for improvements later.
8. Every homeowner relied on the City's PUD approval and there is no good reason to change it to monetarily benefit a private developer who knew at the time of their original submittal that the high-density homes would be as approved. 1
9. The land swap would lead to rapid growth and significantly increase traffic on Brush Creek Road and Capitol Street. Neither being not able to accommodate it without the planned study and additional road improvements that would be very disruptive to the local community.
10. The unsightly and untimeliness of the construction practices of the developer of the road and their disruption of the neighborhood leads me to believe that they are incapable of developing this project in a timely and non-disruptive manner.
11. Due to the original traffic studies done with the PUD approval, the placement of the school was extensively thought through at that time and should not change.

I believe that if you question the developer, you will learn that their pro forma is upside down having spent considerably more on the road that was forecast, and by building the high-density condos on the proposed the land swap would assist them in recovering their losses by using the existing infrastructure in place. This request appears to be for financial reasons and nothing else.

From: [Jenny Rakow](#)
To: [Jessica Lake](#)
Subject: Fwd: Haymeadow Land Swap - We Vote Yes
Date: Monday, October 26, 2020 11:28:04 AM
Attachments: [Haymeadow Land Swap - Rae Sanders.pdf](#)

Get [Outlook for iOS](#)

From: Rae Sanders <raepsanders@gmail.com>
Sent: Monday, October 26, 2020 11:22:10 AM
To: Jenny Rakow <jenny.rakow@townofeagle.org>
Cc: chad.phillips@townofeagle.org <chad.phillips@townofeagle.org>; Charlie Perkins <charlieperkins@townofeagle.org>; kyle.hoilande@townofeagle.org <kyle.hoilande@townofeagle.org>; Bob Sanders Husband <bobsanders9@yahoo.com>
Subject: Haymeadow Land Swap - We Vote Yes

Hello Jenny,

On September 8th 2020 I submitted the attached email and photos to Angie for submission involving discussions on the Haymeadow Land Swap. At the time Angie discussed with Chad and the advice was I might want to withhold my submission until a more relevant time. I understand that time is upon us.

Jenny, I am submitting my original letters and photos along with a brief summary of what has transpired since then. My neighbors Mike and Linda Claymon shared an email of what they would be sending this morning. Mike and Linda's # 1 states that every homeowner in Soleil relied on the city's PUD approval when purchasing at Soleil, is NOT true for us. We were living in NOLA at the time and visited the Soleil site once before going under contract. At our 1st meeting our town home did not even exist and our sales person did not tell us it would be a school and the property line was right on the other side of the drainage ditch. We were given a much different scenario. We would have NEVER purchased this home if we were aware of this. The first I heard of anything like this is when we went to the HOA year end meeting December of 2019.

In addition to all reasons stated in my email dated September 8th 2020 I am for the Haymeadow Land Swap for the following reasons:

1. Every Soleil homeowner drove past the multi housing project John Purchase had done prior to Soleil before buying in Soleil. There is not a path into our development that escapes this housing. Several homeowners in Soleil are closer to this multi family development than they will ever be to a Haymeadow multi family unit. So if Soleil can exist with that multi family housing why can it not exist with one further away from us?
2. If the Haymeadow swap is allowed to move forward, not one Haymeadow resident will drive through Soleil to get home, because there is no path to Haymeadow from Soleil Circle or Field Street. However, if the school moves forward with building behind Soleil I have heard it would be possible for Field Street to be extended to accommodate the school. That scenario would definitely add traffic to the Soleil neighborhood.

3. Since my first communication with Brandon Cohen on July 27th he has been available to me and has done everything he said he would, including submitting a PUD that has the promised open space between Soleil and Haymeadow. Brandon is willing to commit that no buildings will ever be built in this space. It will strictly be green space for the wildlife to be able to continue on their path to Brush Creek. All of which they continued to do during the construction of Soleil.
4. There is no evidence that building multi family homes offered at \$400.00 a square foot will lower Soleil property values, that is just speculation. Other real estate agents believe the square foot comps could easily raise our property values.
5. A close friend purchased a home in Cordillera north of I-70. After the economic crash in 2008 it took her until 2013 to sell her home. No developer in his right mind would have started a project the size of Haymeadow during those years.
6. Covid has changed everything including real estate. The newspaper's front page has spoken to the record sales in Eagle County which they expect to continue. When Covid hit there was a down time and some talk in the hood that it might be difficult to sell the 5-6 homes left, but they all sold and not at a discount
7. The school offers us no guarantee of a buffer space behind our home. Given all the land in this valley why would we cram a school on top of us when we have the opportunity to spread out and let everyone have some breathing room. A chain link fence like the ones in the photos on other Eagle School property behind the townhouses does not offer such. I cannot even imagine the eye sore of having a chain link fence 30 feet from my backdoor.
8. Brandon has been very clear that this would be a financial benefit to him, however there are also financial benefits to the town. The sooner the 1st group of homes are available for sale the sooner the town starts collecting property taxes for much needed revenue and all the other taxes new residents bring such as taxes on autos and sales tax on all they buy.
9. Some of my neighbors are opposed to Haymeadow because they believe a school will never be built behind the townhomes, but they contradict themselves by being worried the future school would then not be connected to the rec center. That is a conflicting argument.
10. As to the point that this has been a rushed schedule I would disagree. I have been in communication with Brandon since the end of July. There was a 2nd meeting of Soleil homeowners on September 2nd. There were fewer homeowners in attendance than at the 1st meeting. A group email including these owners and others started and I sent the group Brandon's personal email so they all could have access to him and as to my knowledge none reached out to him between that time and the meeting on October 23. That was over a month of time other homeowners could have been participating in the process with Brandon as I was.

Thank you to all for taking the time to allow me to share my ideas and I look forward to speaking at the public hearings. Please record all I have submitted for the public record.

Sincerely,

Rae Sanders



Rae Sanders <raepsanders@gmail.com>

Haymeadow land swap

Rae Sanders <raepsanders@gmail.com>

Tue, Sep 8, 2020 at 3:23 PM

Hello Angie,

We spoke on the phone about three weeks ago in reference to the Haymeadow Land Swap and you asked me to send you a list of my concerns. Some members of the Soleil Circle community are adamant this swap will not take place, however I do not believe they represent the majority of the homeowners. They represent the majority of the homeowners who show up for the meetings. We have had two meetings that I am aware of and a lot more people showed up for the first one than the second meeting on September 2nd. The reason the turnout was smaller is because many neighbors just want to stay neutral and not create ill will with their neighbors.

There are 2 - 3 homeowners that are spearheading this crusade and they are on a mission to stop something they have never seen renderings of. One of these homeowners just wants it stopped because she is tired of living in a construction site. As the developer of Soleil told me that is what you get when you buy into new construction and she bought into a new construction site. I don't believe that is enough of a reason to not at least hear the pros and cons of both sides. How can any of us make an educated rational decision when none of us have seen any renderings??

I first communicated with Brandon Cohen the evening of Monday July 27, 2020. He emailed me because of a letter I sent to Scott Schlosser earlier in the day. At that time I was totally against his development because the rumor mill had said it was going to be a high density development right outside my back door. Since the 1st communication on July 27th I have become very receptive to what Brandon is proposing for three reasons. First he has been extremely transparent and available to me at all times in the last 6 weeks. Secondly, I want the barrier he has proposed behind my home, something the school board does not offer its neighbors as can be seen by the pictures I took of other Eagle schools. I could not bear to have a chain link fence with tents on the other side 15' from my home. The school that is over on Eagle ranch Road actually has a broken fence with a piece of black tarp flapping in the air. How could that possible be better for those of us who back up to the field? As for the other neighbors in Soleil my property is their barrier between the development of either a school or homes. I too would like a barrier and Brandon is offering one to be built before construction of the homes begin. Third, it has been my dream my whole life to move out to this valley and my husband and I finally decided to do it last year. My husband's granddaughter will be graduating college and wants to move out here, however even with the \$100,000 deposit her family would give her for a new home she would not have entry into this valley if she wanted new construction.

The neighbors are also concerned that the traffic patterns will change in Soleil. Mathematically if 800 homes have been approved for development the same amount of cars will pass down Brush Creek road to go to a home that is 350 feet away or a half of a mile away. None of us including me understand why the town plans on getting rid of the original Brush Creek road because it could be useful to direct the Sylvan Lake traffic that way as well as construction vehicles. This would also be most helpful to the Soleil residents who back up to the new road who were told the barrier between their home and the road would be much wider and larger. So why let go of a perfectly fine existing road? Brandon tells me this has nothing to do with his project that this is a town decision. I would like to discuss this with the town.

From my correspondence with Brandon it is my understanding the first phase of multi family homes will be approximately 900 square feet of affordable housing, not low end housing. His design team worked on The Base Camp project so they have good taste! His team plans on selling these new homes for \$400.00 a square foot. Once again how does that hurt the surrounding home owners, we did not pay that for our homes. This could be a huge value increase in our existing homes, once again a good thing not a bad thing.

I tried to explain all of this to the homeowners at the 1st Soleil meeting however while the rest of us were sitting on the ground a member of our HOA who stood the whole time told me Brandon was "playing me" and I was foolish to believe him. After that no one really cared to hear what I had to say. I knew the answer to a lot of their questions but I was discounted after that meeting. The first thing we all learn in business is not to write down anything that is not true because it will come back to bite you. Brandon has written everything he has promised in emails that I could forward to the whole world if he did not do what he said. He also has to present to the town all of this before any decisions can be made. So if Brandon promises me a barrier I can assure you it will be on his proposal to the town because he does not want me sitting in a town council meeting waving any unfulfilled promises to the council.

The second Soleil circle meeting was on September 2nd and I went to that meeting knowing most in attendance would be against me and they were. The other interesting thing was how many less people attended the 2nd meeting. As explained to me by one of my neighbors she did not want to get in the middle of this fight and wanted to stay neutral. Those neighbors did not come. So let me share what the people who came had to say. The most troubling thing I heard was from a couple I do not know, but the husband shared his concerns about having those kinds of people that do shift work and other undesirables who drive their work truck homes in his neighborhood. In this new world we are living in, it seems we should all be doing our best to be more inclusive and inviting to others and not judge a person as not being a good neighbor because they do shift work. I think we would all agree we are grateful for the nurses and doctors who do shift work. I also expressed to my neighbors that my husband's granddaughter wanted to move here but would not be able to afford any new construction in the valley even with her father's help. This is a young woman who would be an asset to our community. She is also who Brandon's project is looking for. There is a trend in the market on all levels for 20 to 30 year old people wanting smaller housing. They do not want to leave the same footprint that my generation has and they don't need the amount of stuff most of my generation needed. Again this is a bad thing and not a good thing?

Soleil circle has a realtor who owns a home that backs up to the field, however it is income property for her and she does not live in Soleil. So what happens in that field does not affect her daily life as it would mine. She stated at the last meeting (she did not attend the first one) she was against the land swap and that is her right to be. She also offered introductions to town council members to discuss their unhappiness with the swap. I expressed to her and the employee of mountain rec (who owns a home in Soleil) that I was concerned about what would happen to my home's value and more importantly my peace and serenity if the town decided to build a field or parking lot 15' from my back fence. They both indicated they did not think that would ever happen. Again please see the attached photos showing what the town has done with other schools in our area where they create boundaries with their property. I have no reason to believe the school or town will not do the same behind my home. I have every reason to believe that Brandon Cohen offers me a different barrier that will also allow the elk and deer to continue to move through this field to find water. I also am not a realtor however I am heavily invested in real estate and yes a school is a plus for a community, however where I am from the homes that are in the direct path of the school or connected to the school sell for less a square foot and take much longer to sell than the houses 6 blocks away. I do not want my new home devalued, who would?

The other big issue for the neighbors against the swap is the wealth of Brandon Cohen's family. They see giving into this project as helping a wealthy family and why should they do such a thing? Let me answer that as someone who has spent a lifetime having businesses that had a wealthy clientele. Number one, many wealthy people spend their money building and improving things that employ contractors, sub contractors, consultants, landscapers etc... People are able to support their families and businesses because of wealthy families who build things. Once again why is having a wealthy family with deep pockets wanting to employ people and businesses in our community a bad thing? Also they perceive Brandon as being too young to take on such a bold project. I have two arguments for that idea. Number one as stated by the realtor who attended our second meeting Brandon is surrounding himself with good consultants. That is a sign that he knows what he does not know and is smart enough to surround himself with people who know the right answers. Secondly, in my opinion this young man has much more character than the trust fund kids I know back in New Orleans who do nothing but self indulge with their unearned wealth. Brandon Cohen could be doing the same, but he has chosen to have a for profit business that he believes will benefit the valley his family has been connected to since he was a child. Again can someone please tell me why this is a bad thing?

In closing Angie I would ask that you pass this along to Chad so that I too can have meetings with the decision makers of this project.

Thanks so much,

Rae Sanders

5 attachments

Screenshot_20200903-161934_Gallery.jpg
1458K









From: [Jenny Rakow](#)
To: [Jessica Lake](#)
Subject: FW: Oppose Haymeadow School Land Swap
Date: Thursday, October 29, 2020 12:00:36 PM

From: Tim Ryan <trye41@gmail.com>
Sent: Wednesday, October 28, 2020 4:54 PM
To: Scott Turnipseed <scott.turnipseed@townofeagle.org>; Andy Jessen <andy.jessen@townofeagle.org>; Pappy Kerst <pappy.kerst@townofeagle.org>; Matt Solomon <matt.solomon@townofeagle.org>; Adam Palmer <adam.palmer@townofeagle.org>; Ellen Bodenhemier <ellen.bodenhemier@townofeagle.org>; David Gaboury <david.g@townofeagle.org>
Subject: Oppose Haymeadow School Land Swap

Hello,

I am a homeowner in the Soleil neighborhood, and I would like to formally express my opposition to the proposed land swap from the Haymeadow developer that is adjacent to Soleil Homes.

Tim Ryan
719.313.6138

From: [Jenny Rakow](#)
To: [Jessica Lake](#)
Subject: FW: Haymeadow - Letter to Town of Eagle Council
Date: Wednesday, November 18, 2020 9:45:33 AM
Attachments: [Haymeadow - Letter to Town of Eagle.docx.pdf](#)
[image001.png](#)

From: Becca Gould <becca@veilsofvail.com>
Sent: Wednesday, November 18, 2020 9:44 AM
To: Clerk Group <clerk@townofeagle.org>; Scott Turnipseed <scott.turnipseed@townofeagle.org>; Andy Jessen <andy.jessen@townofeagle.org>; Pappy Kerst <pappy.kerst@townofeagle.org>; Matt Solomon <matt.solomon@townofeagle.org>; Adam Palmer <adam.palmer@townofeagle.org>; Ellen Bodenhemier <ellen.bodenhemier@townofeagle.org>; david.gbours@townofeagle.org
Subject: Haymeadow - Letter to Town of Eagle Council

Hello,

Please see the attached letter to the Town of Eagle Council regarding the Haymeadow PUD Application.

Thank you for your time and consideration.

--Thank you,

Becca M. Gould
Owner of Veils of Vail & Creative Director
Becca@veilsofvail.com
512.809.6262
www.veilsofvail.com



November 17th, 2020

Dear Members of the Town of Eagle Council,

I am writing to you on behalf of the local wedding and event industry professionals in support of the approval on the Haymeadow PUD Application. As a local resident of Eagle County for 7 years, and business owner, this proposed venue would highly benefit our local community of residents, specifically those whom reside in the town of Eagle, that are looking for a special event venue, and the business that could generate income from servicing the needs of the those whom book the Haymeadow venue for their event or wedding.

As a resident of Eagle, Colorado, it is at times inconvenient that there are a very limited number of locations in our awesome mountain town that can accommodate a private event such that the Haymeadow venue could provide our local community and residents with, without the 30 mile drive up valley. Having a venue close by to host events at would be not only convenient, it would showcase our beautiful town and be a great addition to our growing community.

Our industry is in a direction that is always growing and conceptualizing new ideas, just like the town of Eagle. The hard working families and business owners of Eagle would not only have a nice venue close by to host memorable celebrations and joyous occasions, but by approving this application, it could generate more business opportunities and be an enticing attraction for those who want to explore our quaint mountain town.

Please consider the continuous drive and resilience that our local event and wedding professionals have after enduring all of the hardships caused by the ongoing pandemic. We want to generate income, support other local businesses, and connect with our local community. By approving the Haymeadow PUD Application, it will have a significantly positive impact on our expanding community, and be a highly sought after local business that also supports other local businesses by their operations.

Thank you for your time and consideration.

Sincerely,

Becca M. Gould
Owner of Veils of Vail Wedding Planning
Becca@veilsofvail.com
20 Wren Court
Eagle, CO 81631

From: [Jenny Rakow](#)
To: [Jessica Lake](#)
Subject: FW: Support for the Haymeadow Project
Date: Monday, November 23, 2020 8:15:35 AM
Attachments: [HaymeadowSupportLetter.docx](#)

From: Caitlin Caldwell <caitlin@vailvintagemagnolia.com>
Sent: Monday, November 16, 2020 4:29 PM
To: Clerk Group <clerk@townofeagle.org>; Scott Turnipseed <scott.turnipseed@townofeagle.org>; Andy Jessen <andy.jessen@townofeagle.org>; Pappy Kerst <pappy.kerst@townofeagle.org>; Matt Solomon <matt.solomon@townofeagle.org>; Adam Palmer <adam.palmer@townofeagle.org>; Ellen Bodenhemier <ellen.bodenhemier@townofeagle.org>; david.gboury@townofeagle.org
Subject: Support for the Haymeadow Project

Hello All!

I have heard word of the Haymeadow Project, specifically the Cabin Activation that would create a new venue here in the Vail Valley. I wanted to pass along my support with the attached letter.

Please let me know if you have any questions. Thanks for all you do for our community and stay healthy!

Caitlin

--

Owner/Lead Wedding Sales
Vintage Magnolia
970-926-5000
www.vailvintagemagnolia.com
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Note: I am out of the office on Wednesdays and Sundays. Typically off-site on Saturdays.



Monday, November 16th, 2021

To Whom It May Concern:

I am a local business owner and have worked in the Event Industry here in the Vail Valley for almost 15 years. I wanted to take a few moments to share my support and voice the need for a local, community focused venue that highlights the beauty of our area. Please know that I am in full support of the Haymeadow Project and for the Cabin Activation.

My shop, Vintage Magnolia is a high-end retail shop and florist. Events are a big part of our business and I am extremely familiar with all of the venues here in the Vail Valley. Our Valley lacks a venue without a corporate feel- one that draws visitors to the charm of the mountains- one they won't see anywhere else- one that showcases what the locals love about the area- one that brings destinations to the Vail Valley vs. Aspen, Summit County, etc. It sounds as if the Haymeadow Cabin will be just that!

Destination weddings bring a great deal of revenue to Valley. The wedding itself of course, but they also bring an increase in hotel revenue, sales to local retail stores, restaurants, etc. They also bring visitors from all over the country, drawing them back to visit us again. An option like this will help build the local economy and bring strength to the local events industry which has taken a blow due to COVID. It sounds as if the Haymeadow Cabin will also create a place for locals to gather for smaller sized community events and fundraisers, which is always a positive!

I am in full support!!

Best:

Caitlin Caldwell

Vintage Magnolia

caitlin@vailvintagemagnolia.com

970-926-5000

From: [Jenny Rakow](#)
To: [Jessica Lake](#); [Peyton Heitzman](#)
Subject: Fwd: Letter in Support of HayMeadow
Date: Monday, November 30, 2020 6:32:54 PM
Attachments: [J Pletcher D1 letter for town 11.2.docx](#)

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From: Jennifer Pletcher <jennifer@geminieventplanning.com>
Sent: Monday, November 30, 2020 6:04:10 PM
To: Clerk Group <clerk@townofeagle.org>; Scott Turnipseed <scott.turnipseed@townofeagle.org>; Andy Jessen <andy.jessen@townofeagle.org>; Pappy Kerst <pappy.kerst@townofeagle.org>; Matt Solomon <matt.solomon@townofeagle.org>; Adam Palmer <adam.palmer@townofeagle.org>; Ellen Bodenhemier <ellen.bodenhemier@townofeagle.org>; david.gboursy@townofeagle.org <david.gboursy@townofeagle.org>
Subject: Letter in Support of HayMeadow

Hello Council and Community members,

Please see my letter in support of the new Haymeadow Project. Please contact me with any questions or if I can be of further assistance.

--

****PLEASE ALLOW 48 HOURS FOR EMAIL RESPONSE. We are out of office Saturdays and Sundays September-May.****

Office Hours:

Mon, Tue, Wed Thu | 4:00-6:00pm

Fri, Sat | 9:00-12:00pm

jennifer pletcher

owner :: creative director and lead event producer

305.587.1130

PO Box 3707 Vail CO 81658

insta :: [@gemweddingsvail](#)

web :: www.geminieventplanning.com

October 30, 2020

To: Mayor Turnipseed and Eagle Town Councilpersons

(Turnipseed, Jessen, Kerst, Solomon, Palmer, Bodenheimer, Gbours)

RE: Haymeadow PUD Amendment Support

Delivered via email

Dear Mayor and Eagle Town Councilpersons,

My name is Jennifer Pletcher and I am the owner of Gemini Event Planning. My company specializes in wedding and event planning and implementation in Eagle County. I was recently asked to work with the Haymeadow Development Team to consult on the reactivation of the existing "Ranch Manager's Cabin" as a wedding and events venue. My role included providing wedding and event data, site plan feedback and suggestions. I also lent my expertise in terms of explaining trends in the wedding business and, specifically the wedding business in Eagle and Eagle County.

My first reaction was, "of course" there is always demand for additional wedding space in Eagle County. Once I saw the space and surrounding land and heard the Haymeadow Team's vision of quality for the cabin area, I became much more passionate about its success, which is why I'm writing to express my hope that you will approve the Haymeadow PUD amendment application. In my opinion, the natural landscape and views rival any of Eagle County's existing and most sought after wedding places. To me, as a local who was born here in Eagle County, this is as much about providing a venue for clients as it is supporting local businesses and vendors, especially after such a challenging year this last year.

Plans for the restoration of the cabin are extensive and directly in line with the types of weddings and events space that I'm regularly approached by clients to secure for their special day. The flexibility to configure the space for small, medium and large events further secures its attractiveness and usability. Plans to activate new deck and lawn space, all with great views up the Brush Creek Valley, are functional, attractive and are also in line with what clients are looking for.

Brandon Cohen's vision for the cabin event space is upscale and will provide a sophisticated wedding and events venue that allows Eagle (and Eagle County) businesses and vendors to maximize their involvement in as many as 20 weddings per year, and numerous other events such as fundraisers, birthday parties and family reunions. He has continually expressed the desire to have this be an economic engine for the local business community and of his desire to incent parties to choose and work with local vendors.

I also recognize that there is a second part to the Haymeadow PUD Amendment application that does not pertain specifically to the cabin reactivation, but rather a density and land swap between the developer and Eagle County School District. I'm equally supportive of this portion

of the application. Though my husband and I already own a home in Edwards, we looked in Eagle and I have friends and colleagues who want to buy in Eagle if the right home was available at the right price. It's well known that residents of Eagle County don't have many options for housing. Building more already approved multifamily housing units sooner, definitely makes sense.

Thank you for considering my perspective. I hope you will approve the Haymeadow PUD amendment.

Sincerely,

Jennifer Pletcher
Owner, Gemini Event Planning

From: [Jenny Rakow](#)
To: [Jessica Lake](#)
Subject: FW: Letter of Support for Haymeadow Development
Date: Wednesday, December 2, 2020 11:19:27 AM
Attachments: [Heymedow Letter 1.pdf](#)

From: Fletcher Harrison <fletcher@redmaplecatering.com>
Sent: Wednesday, December 2, 2020 10:30 AM
To: Scott Turnipseed <scott.turnipseed@townofeagle.org>; Andy Jessen <andy.jessen@townofeagle.org>; Pappy Kerst <pappy.kerst@townofeagle.org>; Matt Solomon <matt.solomon@townofeagle.org>; Adam Palmer <adam.palmer@townofeagle.org>; Ellen Bodenhemier <ellen.bodenhemier@townofeagle.org>; david.gboursy@townofeagle.org; Clerk Group <clerk@townofeagle.org>
Cc: Jason Harrison <jason@redmaplecatering.com>
Subject: Letter of Support for Haymeadow Development

Thank you to the town of Eagle,

We wanted to share our thoughts on this with all of you. This looks like an exciting way to provide a unique Colorado experience for years to come!

From all of us on the the Red Maple team,

Fletcher Harrison
Director of Operations & Owner
Red Maple Hospitality
Office: 970-445-3102
Cell: 970-331-5968
fletcher@redmaplecatering.com

To: Eagle Town Council (Turnipseed, Jessen, Kerst, Solomon, Palmer, Bodenheimer, Gbours)

Cc: Jenny Rakow, Town Clerk

Re: Haymeadow PUD Amendment Support

Email delivery

12/1/2020

To whom it may concern,

I recently had the opportunity to speak with members of the Haymeadow development team regarding their amendment application to the Town of Eagle. I understand that their application has two parts.

- 1) Turning the cabin near the Haymaker Trail into a highly desirable wedding and event venue
- 2) Swapping the location of multifamily units from neighborhoods B&C onto the existing school site near the BMX track and moving the school site into neighborhood C

First, I support the remodel of the cabin. My business partner Jason Harrison and I own Red Maple Catering, an Eagle-based catering company servicing weddings and events throughout Eagle County. It's widely known in our business that more and higher quality indoor/outdoor venues are in demand. Simply, there are more people who want to get married in Eagle and Eagle County than there are spaces to accommodate them. The addition of a venue like the one described to me is sure to be busy and help support local businesses who work in the wedding and events industry. It's also widely accepted that communities that can host weddings and events see the trickle down benefits of having groups of out of town guests visiting and spending money in our communities. Haymeadow's plan to incent venue users to utilize local vendors only further sweetens the pot for local businesses like ours.

Secondly, the "swap" part of the application is less in my area of expertise, but I do know that quality workforce housing like Haymeadow is proposing is hard to find. As our business anticipates ramping up to meet pent up demand in 2021, we are planning to hire five additional staff. Unfortunately, our biggest challenge may be finding good workers who can find local housing.

Since the 112 units that Haymeadow is proposing to add to the first phase of construction are already approved in their existing plan I think it makes sense to provide them sooner to meet local housing demands. I understand that if the Haymeadow plan

stays "as is" those same units are probably more than a decade from being built. All indicators show that we need them now.

Please approve the Haymeadow application that you are reviewing. We need more quality event spaces, and certainly need more housing.

Thank you,

A handwritten signature in black ink, consisting of a large, stylized 'F' followed by a long, horizontal, wavy line that extends to the right.

Fletcher Harrison
Owner & Director of Operations, Red Maple Catering
Eagle, CO

From: [Jenny Rakow](#)
To: [Jessica Lake](#)
Subject: FW: EXTERNALLetter of Support for Haymeadow Venue
Date: Thursday, December 3, 2020 1:25:11 PM
Attachments: [HaymeadowPUDSupport_Four 13 Designs.pdf](#)

From: Lauren Benson <lauren@four13designs.com>
Sent: Thursday, December 3, 2020 1:25 PM
To: Clerk Group <clerk@townofeagle.org>; Scott Turnipseed <scott.turnipseed@townofeagle.org>; Andy Jessen <andy.jessen@townofeagle.org>; Pappy Kerst <pappy.kerst@townofeagle.org>; Matt Solomon <matt.solomon@townofeagle.org>; Adam Palmer <adam.palmer@townofeagle.org>; Ellen Bodenhemier <ellen.bodenhemier@townofeagle.org>; david.gboury@townofeagle.org
Subject: EXTERNALLetter of Support for Haymeadow Venue

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Hi All,

Please see the attached support letter in regards to the haymeadow venue and let me know if you have any questions.

Thank you!

Lauren Benson

www.four13design.com | 970.471.6935 | lauren@four13designs.com

Let's connect:



December 3, 2020

Dear Mayor Turnipseed, and Eagle Town Councilpersons;

Re: **Haymeadow PUD Amendment Support** (Delivered via email)

My name is Lauren Benson, I am the owner of Four 13 Designs, a graphic design studio located in Eagle that primarily works in the wedding industry creating custom invitations and other paperie for weddings. I have owned and operated this business in the Eagle County since 2011. I own a home in eagle and 95%+ of my clients are having their events locally.

I would like to send my full suppoort to the approval of the Haymeadow PUD and its amendment application. I feel that there is a lack of venues that directly benefit our local community and I feel this Haymeadow PUU would help provide that.

Thank you for your consideration.

I hope you will approve the Haymeadow PUD amendment.

Sincereley,

Lauren Benson

Owner, Four 13 Designs
PO Box 5444, Eagle, CO 81631
970.471.6935
lauren@four13designs.com

From: [Jenny Rakow](#)
To: [Jessica Lake](#)
Subject: FW: EXTERNALHaymeadow PUD Business Support
Date: Thursday, December 3, 2020 9:26:33 AM

From: Jenny Nelson <jenny@nateandjennyweddings.com>
Sent: Thursday, December 3, 2020 9:19 AM
To: Clerk Group <clerk@townofeagle.org>; Scott Turnipseed <scott.turnipseed@townofeagle.org>; Andy Jessen <andy.jessen@townofeagle.org>; Pappy Kerst <pappy.kerst@townofeagle.org>; Matt Solomon <matt.solomon@townofeagle.org>; Adam Palmer <adam.palmer@townofeagle.org>; Ellen Bodenhemier <ellen.bodenhemier@townofeagle.org>; david.gboury@townofeagle.org
Subject: EXTERNALHaymeadow PUD Business Support

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December 3, 2020

Dear Mayor Turnipseed, and Eagle Town Councilpersons;

Re: **Haymeadow PUD Amendment Support** (Delivered via email)

My name is Jenny Nelson, I am the co owner of Nate and Jenny Weddings, a wedding photography business that my husband and I have owned and operated in Vail for over a decade. We specialize in high end weddings in Eagle County. We own two homes in the Valley and have worked hard with our industry to sustain full time residents and life in our valley by keeping our life and business focus local.

I would like to send my full support to the approval of the Haymeadow PUD and its amendment application. We need to provide additional event venues that are a direct benefit to our local community and not to a multinational hotel organization.

Event Venues, such as Donovan Pavilion, support our local small businesses and families. These businesses are in desperate need for an additional venue like the Haymeadow PUD to help them recover after suffering such a downturn in business after this years pandemic. The Haymeadow PUD will continue to provide revenue for our Valley and small businesses for years to come. This will help small businesses and families stay in the Valley.

Thank you for considering my perspective.

I hope you will approve the Haymeadow PUD amendment.

I can be reached at 720-299-4661 or at jenny@nateandjennyweddings.com for further comment.

Sincerely,

Jenny P. Nelson

Owner, Nate and Jenny Weddings
4041 Bighorn Road
Vail, CO 81657

Jenny P. Nelson

Nate and Jenny Weddings
jenny@nateandjennyweddings.com
720.299.4661

www.nateandjennyweddings.com
vail-santa barbara-worldwide



From: [Jenny Rakow](#)
To: [Jessica Lake](#)
Subject: FW: EXTERNALSupport for Haymeadow PUD Amendment
Date: Thursday, December 3, 2020 9:42:55 AM
Attachments: [Support for Haymeadow PUD Amendment - Jesse Starr.pdf](#)

From: Jesse Starr <jesse@twoelkstudios.com>
Sent: Thursday, December 3, 2020 9:26 AM
To: Clerk Group <clerk@townofeagle.org>; Scott Turnipseed <scott.turnipseed@townofeagle.org>; Andy Jessen <andy.jessen@townofeagle.org>; Pappy Kerst <pappy.kerst@townofeagle.org>; Matt Solomon <matt.solomon@townofeagle.org>; Adam Palmer <adam.palmer@townofeagle.org>; Ellen Bodenhemier <ellen.bodenhemier@townofeagle.org>; david.gboury@townofeagle.org
Cc: Jens Werner <jens@wernercommunication.com>
Subject: EXTERNALSupport for Haymeadow PUD Amendment

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Hello,

Please see my attached letter of support for the proposed Haymeadow PUD amendment.

Thank you.

--

Best,
Jesse

Two Elk Studios (Formerly Jesse Starr Photography)

e. jesse@twoelkstudios.com | o. 970-325-2258 | d. 970-632-2508

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December 1, 2020

To: Mayor Turnipseed and Eagle Town Councilpersons
(Turnipseed, Jessen, Kerst, Solomon, Palmer, Bodenheimer,
Gboury)
RE: Haymeadow PUD Amendment Support
Delivered via email

Dear Mayor and Eagle Town Councilpersons,

My name is Jesse Starr and I am the owner of Two Elk Studios, a luxury photography company with a studio in Edwards. We specialize in photography for weddings and events in Eagle County. I have lived and operated in Eagle County for almost 10 years.

I would like to send my full support to the approval of the Haymeadow PUD amendment application. We need to provide additional event venues and support our local event businesses, who will really need it to recover after this pandemic has left us.

Thank you for considering my perspective. I hope you will approve the Haymeadow PUD amendment.

I can be reached at 970-632-2508 or jesse@twoelkstudios.com for further comment if desired.

Sincerely,

Jesse D Starr
Owner, Two Elk Studios

From: [Jenny Rakow](#)
To: [Jessica Lake](#)
Subject: FW: EXTERNALHaymeadow PUD Amendment Support
Date: Thursday, December 3, 2020 1:22:46 PM

From: Carrie Stockert <carriestockert@me.com>
Sent: Thursday, December 3, 2020 1:14 PM
To: Clerk Group <clerk@townofeagle.org>; Scott Turnipseed <scott.turnipseed@townofeagle.org>; Andy Jessen <andy.jessen@townofeagle.org>; Pappy Kerst <pappy.kerst@townofeagle.org>; Matt Solomon <matt.solomon@townofeagle.org>; Adam Palmer <adam.palmer@townofeagle.org>; Ellen Bodenhemier <ellen.bodenhemier@townofeagle.org>; david.gboury@townofeagle.org
Subject: EXTERNALHaymeadow PUD Amendment Support

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December 3, 2020

To: Mayor Turnipseed, and Eagle Town Councilpersons;
(Turnipseed, Jessen, Kerst, Solomon, Palmer, Bodenheimer, Gboury)

Re: **Haymeadow PUD Amendment Support** (Delivered via email)

Dear Mayor and Eagle Town Councilpersons,

My name is Carrie Stockert, I am the owner of Carrie Stockert Makeup Artist, a wedding makeup business that I have owned and operated in Vail for over 20 years. I specialize in high end weddings in Eagle County. I own my home in the Valley and have worked hard with our industry to sustain full time residents and life in our valley by keeping our life and business focus local.

I would like to send my full support to the approval of the Haymeadow PUD and its amendment application. We need to provide additional event venues that are a direct benefit to our local community and not to a multinational hotel organization.

Event Venues, such as Donovan pavillion, support our local small businesses and families. These businesses are in desperate need for an additional venue like the Haymeadow PUD to help them recover after suffering such a downturn in business after this years pandemic. The Haymeadow PUD will continue to provide revenue for our valley and small businesses for years to come. This will help small businesses and families stay in the Vail Valley.

Thank you for considering my perspective.

I hope you will approve the Haymeadow PUD amendment.

I can be reached at (970)376-4836 or carriestockert@me.com for further comment.

Sincerely,

Carrie Stockert

Owner, Carrie Stockert Makeup Artist
0113 Mill Loft Street
Unit B 208
Edwards, CO 81632

Professional Makeup Artist & Beauty Advisor
(970)376-4836
<https://www.instagram.com/carriestockert/>

From: [Jenny Rakow](#)
To: [Jessica Lake](#)
Subject: Fwd: EXTERNALLetter of Support for Haymeadow Venue
Date: Friday, December 4, 2020 7:09:13 AM
Attachments: [MMS Letter for Haymeadow.pdf](#)

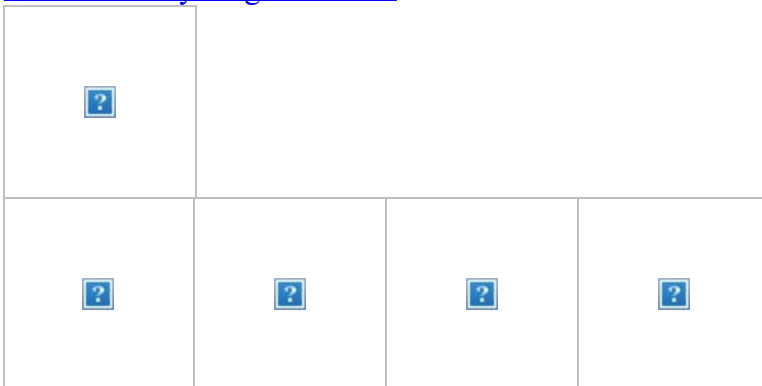
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From: Marguerite McEvoy Shipman <eventsbymarguerite@gmail.com>
Sent: Thursday, December 3, 2020 8:59:56 PM
To: Clerk Group <clerk@townofeagle.org>; Scott Turnipseed <scott.turnipseed@townofeagle.org>; Andy Jessen <andy.jessen@townofeagle.org>; Pappy Kerst <pappy.kerst@townofeagle.org>; Matt Solomon <matt.solomon@townofeagle.org>; Adam Palmer <adam.palmer@townofeagle.org>; Ellen Bodenhemier <ellen.bodenhemier@townofeagle.org>
Subject: EXTERNALLetter of Support for Haymeadow Venue

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Please see my attached letter!

Marguerite McEvoy Shipman
404-247-3565
www.eventsbymarguerite.com



Please note my office hours are 9am-5pm MST Monday-Friday.
Email is my preferred method of communication however if there is an emergency please call or text me.

December 2, 2020

Dear Mayor and Eagle Town Councilpersons,

My name is Marguerite Shipman and I am the owner of Events by Marguerite, an event planning company here in Eagle County. I execute events such as weddings, baby showers, birthday parties, anniversary parties, engagement parties and the like.

I am writing to voice my support of the Haymeadow event space and housing development and to express my hope that you will approve the Haymeadow PUD amendment application.

My clients are always asking me for different venue recommendations and I would love to have the opportunity to give them a locally owned, small business as an option. I also think that this type of venue, spruced up rustic with amazing views, is EXACTLY what a lot of my clientele is looking for in an event space when they come up to the mountains.

The great thing about adding a new event venue to Eagle County is that not only will we bring business to Eagle County and this particular venue, but other local vendors such as florists, musicians, rental companies and planners will have more opportunities to grow their businesses and expand with another outlet for events. Especially after the hit that the event industry took in 2020, this is an amazing opportunity for our community!

Thank you for your consideration. I hope you will approve the Haymeadow PUD amendment.

Sincerely,

Marguerite McEvoy Shipman
Owner, Events by Marguerite
404-247-3565
Eventsbymarguerite@gmail.com

From: [Rick Messmer](#)
To: [Clerk Group](#); [Scott Turnipseed](#); [Andy Jessen](#); [Pappy Kerst](#); [Matt Solomon](#); [Adam Palmer](#); [Ellen Bodenhemier](#); [david.gboury@townofeagle.org](#); [Planning and Zoning](#)
Subject: EXTERNALHaymeadow Letter Of Support
Date: Wednesday, December 9, 2020 1:40:48 PM
Attachments: [image001.png](#)
[Haymeadow Support Letter.docx](#)

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All,

Thank you all for what you do! Please see letter attached in support of the proposed swap of neighborhood densities within Haymeadow.

Thank You Very Much,

Rick Messmer

The Messmer Group
Berkshire Hathaway HomeServices – Eagle Ranch
Managing Broker
Cell: 970.376.0041
Office: 970.328.2482
Email: rick@bhhsvail.net
Website: www.rickmessmer.com

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To: Town of Eagle Mayor and Councilpersons
(Turnipseed, Jessen, Kerst, Solomon, Palmer, Bodenheimer, Gbours)
&
Town of Eagle Planning & Zoning Commission Members
(Perkins, Holland, Hood, Webb, Gregg, Nutkins, Townsend, Winkeller)

Cc: Jenny Rakow, Town Clerk, clerk@townofeagle.org

Re: Support for Haymeadow Density Swap Amendment

**Delivered via email
December 8, 2020**

Dear Mayor Turnipseed, Eagle Town Councilpersons, and Planning & Zoning Commission members, please accept this letter as indication of my support for the Haymeadow PUD amendment that is currently under review.

As a resident of Eagle, I'm excited to see our community grow and continue to add the critical, yet measured, mass that will better support our local economy. Eagle continues to attract people who are committed to living full time in Eagle County and, in many cases, serve as our vital workforce and the character of our community.

As an Eagle-based Realtor, I see the demand for housing for locals and local families firsthand. I support the proposed multi family unit/school site "SWAP" primarily because it allows 112 already approved housing units to be built in Haymeadow's first neighborhood, starting next year. The demand for housing is here now. Why would we wait years until the development of Haymeadow reaches the outlying neighborhoods to provide something so acutely needed today? Further, there doesn't seem to be an immediate need for a school on the currently approved site. This sensible change to the plan impacts very few neighbors, but stands to benefit many in the community who rely on locals to support their businesses and people working to find a quality "for sale" home.

Anecdotally, an Eagle multifamily unit similar to the units Haymeadow is proposing recently sold above asking price in only a few days. Currently there are only 6 available "for sale" units listed in Eagle and only two of those units are available below the list price of \$1.85M. Our supply nowhere near meets demand to live in Eagle.

Since there is no change in overall density or traffic, it really becomes an issue of timing. After waiting patiently for years, let's make up for lost time and get this project built.

I hope you will approve the Haymeadow PUD amendment application.

Sincerely,

Rick Messmer

Rick Messmer
Managing Broker, Berkshire Hathaway HomeServices Colorado Properties, Eagle Ranch

From: [Jenny Rakow](#)
To: [Jessica Lake](#)
Subject: FW: EXTERNALLetter of Support Haymeadow Event Venue
Date: Wednesday, December 9, 2020 12:36:35 PM

From: Nick Junker <nick@ctavideoproductions.com>
Sent: Wednesday, December 9, 2020 12:36 PM
To: Clerk Group <clerk@townofeagle.org>; Scott Turnipseed <scott.turnipseed@townofeagle.org>; Andy Jessen <andy.jessen@townofeagle.org>; Pappy Kerst <pappy.kerst@townofeagle.org>; Matt Solomon <matt.solomon@townofeagle.org>; Adam Palmer <adam.palmer@townofeagle.org>; Ellen Bodenhemier <ellen.bodenhemier@townofeagle.org>; david.gboury@townofeagle.org
Subject: EXTERNALLetter of Support Haymeadow Event Venue

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Dear Mayor and Eagle Town Councilpersons,

Thank you for your time and consideration.

My name is Nicholas Junker and I am the owner of Capture The Action Video Productions, we are a professional video production company specializing in producing marketing content for local businesses in the Vail Valley.

I would like to send my full support to the approval of the Haymeadow PUD amendment. We need to provide additional event venues and support our local event businesses, by continuing to invest in such projects as the Haymeadow PUD.

This year has been the year of "pivoting," as all local businesses have needed to develop new systems to keep the foundation of their products and services moving forward. A similar pivot by investing in the Haymeadow PUD, would be a huge step in the right direction and much needed support from our local government, by allowing for more opportunities for local businesses to thrive and pull themselves back on track after this devastating year of a global pandemic.

Again, thank you for taking the time to consider my perspective.

I hope you will approve the Haymeadow PUD amendment.

Thank you,

Nick Junker
415.419.4444
Capture The Action Productions
nick@ctavideoproductions.com

From: [Matthew Owens](#)
To: [Jessica Lake](#)
Subject: EXTERNALHaymeadow Land Swap
Date: Thursday, December 10, 2020 1:53:46 PM
Attachments: [Haymeadow Land Swap Objection - Owens 12-10-2020.pdf](#)

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Jessica,

Please find attached a copy of my letter expressing my opposition to the recently filed Haymeadow PUD Major Amendment (File # PUDA 20-01). I am not sure on the procedure for the Town of Eagle Planning Dept. approval/rejection and whether we the public have a say in such matters. However, I thought I would reach out to you since you are listed as the staff contact for the application.

As a resident of the Soleil development, we have also seen documents that are not actually included on the Town's web-site such as a sketch of the site plan, elevations of the proposed buildings - are the Town likely to approve this major amendment without seeing these additional documents and how they may affect the area such as lack of parking being allocated?

Could you also please indicate when the public are allowed to comment on this to the Planning/Zoning meeting? I know there are a number of residents who feel strongly about this and sure they would appreciate and opportunity to speak to the PZ Commission.

Also, could you also please confirm whether the Town of Eagle has any guarantee that the Developer will actually continue to build beyond the first phase? Having spoken with the developer's representative they have informed us that they are not obligated to continue building beyond phase 1. Given their issues with funding (this land swap being due to their lack of funding) this leads me to believe they are planning on walking away after phase 1 which would lead the Eagle County School District being stuck with land that is far away from housing and with no infrastructure. Not to mention that the development would not even be half finished and the surrounding area looking a mess.

Thanks

Matt Owens

49 Soleil Circle

Dear Jessica,

I am writing to you all to express my opposition to the recently filed Haymeadow PUD Major Amendment (File # PUDA 20-01). I am not sure on the procedure for the Town of Eagle Planning Dept. approval/rejection and whether we the public have a say in such matters. However, I thought I would reach out to you since you are listed as the staff contact for the application.

The following are a list of bullet points which relate directly to the recently published Elevate Eagle document:

- Page 46 indicates that the Haymeadow development is assigned to be Medium Density Residential. The proposed swap will have 8 Buildings of 24 Units each all within close proximity to each other, this is just on the parcel of land being swapped not even including the rest of Neighborhood A1. This is does not appear to be Medium Density and is in fact High Density.
- Page 53 states Higher density neighborhoods should be located near commercial centers and major corridors. The Haymeadow development is not near any commercial center or major corridor, so unsure why the Town of Eagle would consider this swap to high density when it would be located in Eagle Ranch and not in accordance with the above Elevate Eagle document.
- Page 65 – “Goal 2-1.1 New development, additions, and renovations should aim to mimic the scale, architectural style, and character of existing and surrounding historic buildings.” I do not see how multiple 3 story buildings and the high-density multi-family family housing proposed in this swap mimic’s the character of the surrounding area in the Eagle Ranch area.
- Page 64- “Goal 1-1.1 Ensure a healthy mix of housing types and densities (e.g. Single-family, duplex, multifamily, mixed use, and accessory dwelling units) to allow for greater diversity.” This proposed swap by the developer does not represent this and is not a healthy mix, in fact from the plans shared with the Soleil residents it shows buildings clustered together. Also there would be no other multi-family housing included in the other neighborhoods again not conforming to a healthy mix of housing types.
- Page 66 – “Goal 2-3.3a Ensure residential infill and redevelopment blend appropriately with the character and scale of surrounding neighborhoods.” Per my above statement this does not blend with the surrounding properties in Eagle Ranch.
- Page 71 – “Goal 3-4.2 Maintain existing public land boundaries, unless the public benefits realized by a land trade or exchange clearly outweigh any negative impacts”. This proposed swap of school land does not appear to benefit anyone except the developer by reducing their infrastructure costs. The swap of land negatively impacts the community by reducing the ability for shared spaces between Mountain Rec. and the School. Additionally, the Town’s ability to hold bike races and tournaments will be affected by not having access to the land for parking, which will have a negative effect on revenue for the town.

- Page 69 – “Goal 2-8.1 Support and preserve the attributes and quality of the “country lane” experience along Brush Creek Road.” I am not fully aware of what the Town of Eagle is deeming to be a “country lane” feel but having high-density multi-family housing along this corridor does not in my opinion seem to indicate a “country lane” appearance.

The following are a list of bullet points that relate to the PUD Amendment document issued by the Developer to the Town of Eagle.

- The amendment document makes multiple references to 2010 Eagle Area Community Plan (EACP), has this document not been superseded by the recently published Elevate Eagle document? If so then any references to the EACP are no longer applicable and should be amended to suit Elevate Eagle.
- Page 9 states that this land swap “will allow Haymeadow to better respond to the current housing demand for entry level attainably priced units”. While I acknowledge the area needs more affordable workforce housing, meeting housing demand should not be accomplished at the long-term cost of the efficiencies created by shared facilities between the Eagle County School District (ECSD) and Mountain Rec.
- Is the Developer under any obligation to finish the Haymeadow development once neighborhood A1 is complete? Are they under an agreement with the Town of Eagle to finish neighborhoods B, C etc.? As a new resident who lives nearby I am led to believe that the development team start planning for this project in 2005. Unfortunately, it appears they sat on it and did nothing, which resulted in a rush to start the infrastructure works before their permit expired. The result of their inability to plan has cause them to overspend on the infrastructure work, and it now it appears their proposed land swap is so they can build the cheaper and more profitable high-density multi-family housing clustered in one phase so they can sell and recoup some of the money lost to date. This is not an issue Eagle should have to deal with and leads me to believe that neighborhoods B, C etc. will not be finished thus leaving ECSD with land not near housing.
- Page 19 Note 2 – the developer is stating that they do not believe that the amendment has a substantial adverse effect upon any lands abutting or within the PUD. This proposed amendment certainly affects the properties of Soleil, some of which paid a premium for mountain views which are going to be affected by multiple 3 story properties being constructed within close range.
- Page 19 Note 3 – the developer is stating that the proposed land swap is not solely beneficial to one person. This land swap directly benefits the developer as it results in their ability to save significant money by utilizing the infrastructure which was intended for the school and instead use it for the multi-family housing thus creating cheaper construction costs and maximizing their potential profits. Also as previously mentioned this swap negatively benefits the community by omitting shared facilities between the ECSD and Mountain Rec.

- Page 20 Note 5 – the developer states that the proposed amendment does not differ in the approved open space quality. Has there been a study to see what the effect the high density multi-family housing will have on the surrounding wildlife?
- Page 20 Note 6 – the developer states that there are no significant changes to the existing utility plans. I would be surprised that there are no changes given that there would be a significant increase in surface paving and therefore surely an increase in stormwater capacity requirements.
- Page 21 – the developer states that the revised application promotes a healthful and convenient distribution of population. With clustered high density multi-family housing and an additional 112 units to neighborhood A1 this does not appear to be a healthy mix.
- The traffic study accompanying the PUD Amendment – I would question how a traffic study can be accurate when the amendment document does not mention the number of bedrooms for these units or the number of parking spaces. There is no indication of how many added vehicles this land swap could create.
- With the proposed land swap and the school being located in neighborhood C, this could potentially cause significant traffic issues around the junction of Ouzel Lane.
- Has there been any research into how the morning drop-off and afternoon pick-up traffic for the school could conflict with the proposed Fire Station within close proximity? There could be issues if there is an emergency call and pick school traffic times.

The following are a list of bullet points that relate to documents seen by the residents of the Soleil Development that do not appear to be included within the application on the Town of Eagle website.

- The developer has shared initial sketches of the proposed new units with the residents of Soleil (see attached). The proposed redesign does not capture the Town of Eagle parking code requirement and falls short by at least 52 parking spaces. The proposed redesign indicates that there would be 8 buildings each consisting of 24 Units, based on these plans we are able to determine this would be 20 (2 bedroom units) and 4 (1 bedroom units). Using the Town of Eagle code of 2 spaces for 2 bedrooms and 1-1/2 spaces for 1 bedroom this proposed redesign would require 368 parking spaces. The current sketches indicate 316 spaces including parking garages. These quantities also do not include for any visitor parking. This leads to substantial lack of dedicated parking which could result in parking being backed up on Brush Creek Road and surrounding roads which in turn would result in significant traffic issues and most likely accidents.
- As mentioned above I have serious concerns about the Developer and their obligations to finish the Haymeadow development beyond neighborhood A1. It has taken them 17 years to get to this point which shows very inadequate planning and then the subsequent rush to start construction before their permit expired. In rushing this through before permit expiration we as residents of the surrounding work area have seen two years of infrastructure work which has resulted in numerous mistakes on piping and drainage layouts resulting in constant digging

work. Now that the developer is suffering financially as a result of this mismanagement they are proposing the land swap so they can hopefully make a quick profit on selling multi-family housing (cheaper construction costs). In conversations with the developer's representative they have indicated they are under no obligation to complete any construction phases after this initial phase 1. With them openly stating this, my only conclusion is that they are planning to halt construction after neighborhood A1 thus leaving Eagle with a development that is not even half complete and ECSD with land over a mile away from the nearest housing, this will also add to the cost of provided school buses. The developer should not be bailed out at the expense of the residents of Eagle.

- Soleil homeowners relied on the city's PUD approval when purchasing at Soleil Homes and accepted that a school was slated to be built adjacent to Soleil. Swapping the school parcel for high density multi-family housing will negatively affect Soleil's property values. It is unacceptable to allow this land swap solely to financially benefit a private developer at the expense of current Soleil residents.
- The proposed redesign would negatively affect the views of the mountain range which some Soleil homeowners paid a premium for. The developer has tried to indicate that this would not be the case and provided a photo with a rendering of the 3 story units sketched on. Having worked in the construction industry for 25 years, I have spoken with 3 separate architects all of whom indicated that this photo would not provide an accurate illustration of the proposed development. The reason being is that you cannot accurately scale from this photo. Therefore, the developer is either intentionally misleading the Soleil residents or has not consulted with a reasonable design team.
- Having seen the proposed sketches provided by the developer for the redesign, 8 multi-family buildings all clustered together. This type of design does not fall in line with other design guidelines in the surrounding areas. This will end up looking like some other workforce housing projects further up valley such as River Run and Kayak Crossing, not that these projects are bad as they serve a purpose to seasonal workforce and are essential to Eagle County. This is not what is needed in this area as there is not the infrastructure and public transportation to support this type of development. This type of development would be better situated closer to I-70.
- I am led to believe that the placement of the school was extensively thought through by Town of Eagle staff and the school board during the PUD process. There was an extensive traffic study regarding the school placement in an effort to avoid traffic issues currently experienced with Brush Creek Elementary. It was decided that they did not want traffic driving through a neighborhood which is what would happen with the revised plan.

Finally and just to be clear, I am not opposed to the original Haymeadow development and would actually welcome it's completion. We welcome new neighbors and the vitality it will bring to the Town. I am opposed to the land swap and all that it entails. This land swap is to purely benefit the developer financially due to their own mismanagement and subsequent financial issues. The developer's representatives do not have any construction experience and this is their first project, as a result they

have unfortunately failed to produce what was originally planned. The surrounding neighbors and the Town of Eagle should not have to suffer as a result of this.

I would like to thank you for your consideration of this important community issue and hope you will consider our opposition.

Many Thanks

Matt Owens

From: [Kristin Kenney Williams](#)
To: [Planning and Zoning](#); [Clerk Group](#)
Subject: EXTERNALHaymeadow support letter
Date: Monday, December 14, 2020 10:53:57 AM
Attachments: [KKW Haymeadow SWAP application.docx](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you for your consideration,
Kristin

Kristin Kenney Williams
President, Commfluent Inc.
www.commfluent.com
kristin@commfluent.com
970-390-0062

To:

Mayor Turnipseed and Town Councilpersons Jessen, Kerst, Solomon, Palmer, Bodenheimer and Gbours

Cc:

Town of Eagle Planning & Zoning Commissioners Perkins, Holland, Hood, Webb, Gregg, Nutkins, Townsend and Winkler pz@townofeagle.org and Jenny Rakow, Town Clerk, clerk@townofeagle.org

Delivered via email

Re: Support for Haymeadow PUD amendment application

December 14, 2020

Mayor Turnipseed and Eagle Town Council,

As a longtime Eagle County resident and attainable housing advocate (I currently serve on the Eagle County Housing Task Force), please accept this letter as indication of my support for the Haymeadow PUD amendment application currently under your review.

In short, the opportunity to speed along the construction of 112 multi-family housing units at Haymeadow represents the type of forward-thinking, reimagining of previously-approved development agreements that communities in Eagle County should take very seriously in order to meet current and future housing demands. It's possible that these types of market-driven amendments should even be encouraged.

The housing market in Eagle and in Eagle County has changed substantially since Haymeadow was approved in 2014. The demand for housing and its stresses on locals have never been higher. We need attainable housing and, with that in mind, anything that speeds delivery should be considered. This is especially true if it means developing housing units that were previously vetted and approved on parcels of land that have been disturbed, or will be.

To deliver the same critical housing units in the near term the Town of Eagle would have to approve new development somewhere else. Even if that was a desirable scenario we all know development approvals often take years; meanwhile our local housing needs continue to grow.

In a meeting with the Haymeadow Development Team it was explained to me that the multifamily density proposed to be "swapped" will be made up of one- and two-bedroom units that will be attainable for singles or couples nearer to the Area Median Income (AMI) than anything currently available on the market in Eagle. In many cases these prices would allow buyers their first opportunity to own real estate and begin building equity in a home in Eagle.

In addition, the “swap” will shift the vast majority of Haymeadow’s LERP units into Phase 1, further guaranteeing that units will be even more attainable for locals seeking to buy a home in Eagle in the next few years.

Since the application does not seek to add density to the PUD there shouldn’t be any concern over additional traffic or previously unvetted impacts.

I’m also aware of the proposed cabin renovation associated with the Haymeadow amendment application. While I view its importance as secondary to the housing benefits of the amendment, renovating the cabin as an additional local economic engine is a good idea and to the benefit of Eagle and greater Eagle County Community. Again, this portion of the amendment application takes something existing at Haymeadow and reimagines it to meet a real world need in the near term. Its approval, if not encouragement, should be easy.

Smart growth has been a mantra in the Town of Eagle since long before Haymeadow – I lived in Eagle for several years and can attest to that. I can’t think of a smarter approach than taking something existing and approved and altering it to be more applicable to current and future needs. In my view that’s what the Haymeadow team has done.

I hope you will approve the Haymeadow PUD amendment application in its entirety.

Sincerely,

Kristin Kenney Williams
President, Commfluent Inc.
www.commfluent.com

Resident: 24 Gopher Road, EagleVail, CO

From: [Planning Department](#)
To: [Jessica Lake](#)
Cc: [Peyton Heitzman](#)
Subject: FW: EXTERNALHay Meadows Developer Request
Date: Monday, December 21, 2020 3:02:28 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Another...

Best,

Angie Kyle

Administrative Tech II

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-9655, Fax: 970-328-9656

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Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-200.1, et seq.

From: cathie <bobcathiej@gmail.com>
Sent: Tuesday, December 15, 2020 11:41 AM
To: Clerk Group <clerk@townofeagle.org>; Planning Department <Planning@townofeagle.org>
Subject: EXTERNALHay Meadows Developer Request

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We are residents of Brush Creek Village and have been made aware that the Hay Meadows Developer is asking to trade the location of the School designated property and build condos and other multifamily dwellings there instead.

We would like to voice our opposition to that. Even though it will not impact Brush Creek as much as the Soleil homes, it will have impacts on us as far as property values, noise, traffic etc.

Several years ago we looked at one of the first homes in the Soleil subdivision. Our children felt the home was too large for us at our ages and they didn't like

the roundabout closeness to Soleil. So we bought a duplex in Brush Creek Village instead. When we were looking at the Soleil home, the realtor for Soleil stressed to us and our children that there would be no noise on two sides of the project because of the recreation property and the adjacent property designated for a school some day. She used the value of the school property as a selling point as I am sure she did with all her buyers. To have that go away now that the subdivision is built out would be very harmful to those homeowners.

I would think having the School Property adjacent to the recreation property would be a real advantage to the School District also.

Having two or three story condos right behind several of the Soleil houses would be very detrimental to the property values, noise levels, views, etc. We sincerely hope the Planning Department and the Town Council will not grant this trade to the Hay Meadow Developer and stay with the plan that was originally approved.

Sincerely,

Bob and Cathie Jarnot

Sent from [Mail](#) for Windows 10

From: [Planning Department](#)
To: [Jessica Lake](#)
Cc: [Peyton Heitzman](#)
Subject: FW: EXTERNALLand swap amendment PUDA20-01
Date: Monday, December 21, 2020 3:01:02 PM

FYi

Best,

Angie Kyle
Administrative Tech II
TOWN OF EAGLE
200 Broadway, PO Box 609, Eagle Co 81631
Phone: 970-328-9655, Fax: 970-328-9656
CLICK BELOW FOR TOWN WEBSITE, NEWS, EVENTS OR TO PROVIDE FEEDBACK:

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

From: Lynne Dees <tresgatos3@sbcglobal.net>
Sent: Sunday, December 20, 2020 9:05 PM
To: Planning Department <Planning@townofeagle.org>
Subject: EXTERNALLand swap amendment PUDA20-01

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Dear Town of Eagle,

As Eagle residents at 0170 Montgomerie Circle in the Brush Creek townhomes, we want to express our concern regarding the proposed land swap amendment for the Haymeadow development to swap the building site of 340 multi-family units with the already-approved site for an elementary school and recreation area.

1. The land parcel for the school is smaller than the already-approved site for the multi-family units and we fear for crowding, noise, increased traffic and lack of parking for these residents.
2. The proposed amendment moves the school farther away from the non-Haymarket homes (Eagle Terrace and Soleil) from which children will be coming to attend school.

Instead of allowing the land-swap, could the developer perhaps go ahead with the phase that builds these residences on the original plat of land ahead of the phase to build the school? I read the developer's statement and truly understand the need for 'affordable' homes for local residents; however, only 25% of the proposed homes are deed-restricted which does not seem to make a dent in the current Eagle Valley affordable housing problem. I am not convinced that the developer's plan will help the housing issue much, so am not sure why the Town of Eagle would allow the proposed amendment to pass when it promotes crowding, increased traffic, lack of parking, increased noise, requires moving the school, and decreases the property values of many of the Soleil homes.

The original plan for Haymeadow makes more sense and seems to promote a better quality of life for Eagle residents.

Thank you,

Lynne Dees and Bill Crawford
tresgatos3@sbcglobal.net

From: [Brian Bloess](#)
To: [Clerk Group](#); [Scott Turnipseed](#); [Andy Jessen](#); [Pappy Kerst](#); [Matt Solomon](#); [Adam Palmer](#); [Ellen Bodenhemier](#); [david.gboury@townofeagle.org](#); [Planning and Zoning](#)
Subject: EXTERNALHaymeadow Support Letter
Date: Tuesday, December 22, 2020 11:01:20 AM
Attachments: [20-12-22 Bloess HM-Signed Support Letter .pdf](#)

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All,

Happy Holidays! Thank you all for your commitment to our town and valley. In a past life I was heavily involved in community management and I fully understand the time constraints and sacrifices that each of you make. It's hardly enough to say thank you but I appreciate the dedication.

Please see the attached support letter for the Haymeadow PUD amendment. Feel free to reach out anytime should you have any questions.

Kindest regards,

Brian Bloess

To: Eagle Town Council

RE: Approval of Haymeadow Application

December 22, 2020

Dear Mayor Turnipseed and Eagle Town Council,

Please approve the Haymeadow PUD amendment. I'm a resident of Eagle Ranch and a local business person. Eagle's local business community needs more full time residents to support it. We also need quality places for our employees to live that complement their lifestyle and allow them to stay here in Eagle. The units that Haymeadow proposes to "swap" into this first phase of construction are already approved to be built (albeit years from now). We need housing now and moving all Haymeadow's multi-family units nearer to the Pool & Ice Rink makes more sense anyway.

Also restoring the cabin area near the Haymaker Trail will help clean up that area and make the trail experience better while providing another local economic engine.

I support the proposed Haymeadow amendments and hope you will too.

Thank you,



Brian Bloess

Order and Sort/High Country Closets

136 Eagle Ranch Road

Eagle, CO. 81631

brianbloess@gmail.com

www.orderandsort.com

From: [Planning Department](#)
To: [Jessica Lake](#)
Subject: FW: EXTERNALOppose Haymeadow Amendment/Swap
Date: Monday, December 28, 2020 8:32:46 AM

Another one...

Best,

Angie Kyle
Administrative Tech II
TOWN OF EAGLE
200 Broadway, PO Box 609, Eagle Co 81631
Phone: 970-328-9655, Fax: 970-328-9656
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-----Original Message-----

From: Sheryl Roalstad <sheroal@comcast.net>
Sent: Thursday, December 24, 2020 11:22 AM
To: Planning Department <Planning@townofeagle.org>; Clerk Group <clerk@townofeagle.org>
Cc: Pete Leibig <pete.leibig@gmail.com>
Subject: EXTERNALOppose Haymeadow Amendment/Swap

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Dear City of Eagle Planning Department,
We are residents of Brush Creek Village. Having read the detailed opposition statements from fellow Soleil neighbors, we stand in solidarity with their opposition to the Haymeadow Amendment/Swap. A lot of work and consideration, community involvement and compromise went into the development of the plan. In the end, it felt like a plan that tried to keep open space and density in balance. We remain concerned about possible traffic congestion, but resolved to remain hopeful that the City of Eagle would address this if/when it became a problem.

Requesting a change to this plan seems highly suspicious to us. Did the developer intentionally misplace his infrastructure in order to substantiate this request?

Please keep us informed of your deliberations on this matter.

Sincerely,
Sheryl Roalstad and Peter Leibig
2567 Montgomerie Circle

Sent from my iPad

Sent from my iPad

From: [Jenny Rakow](#)
To: [Jessica Lake](#)
Subject: FW: EXTERNALLetter of Support for Haymeadow Venue
Date: Monday, December 28, 2020 10:55:25 AM
Attachments: [image003.png](#)
[image004.png](#)
[Ranch Manager"s Cabin Venue letter.pdf](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)

Jenny Rakow, CMC

Town Clerk & Municipal Court Supervisor

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-9623, Fax: 970-328-5203

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Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-200.1, et seq.

From: Justin Weaver <justin@eventrents.com>

Sent: Monday, December 28, 2020 10:54 AM

To: Clerk Group <clerk@townofeagle.org>; Scott Turnipseed <scott.turnipseed@townofeagle.org>; Andy Jessen <andy.jessen@townofeagle.org>; Pappy Kerst <pappy.kerst@townofeagle.org>; Matt Solomon <matt.solomon@townofeagle.org>; Adam Palmer <adam.palmer@townofeagle.org>; Ellen Bodenhemier <ellen.bodenhemier@townofeagle.org>; david.gboury@townofeagle.org

Cc: Jennifer Pletcher <jennifer@geminieventplanning.com>

Subject: EXTERNALLetter of Support for Haymeadow Venue

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning,

Attached please find my letter of support for the Haymeadow venue. Thank you for your time and consideration.

Happy holidays,

Justin Weaver



Event Rents | Vail/Aspen | Physical: 315 Spring Creek Cir. Gypsum, CO 81637 Mail: P.O. Box 1709, Eagle CO 81631
Office: (970) 328-6707

Fax: (970) 328-7117

justin@eventrents.com | www.eventrents.com



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Event Rents

Physical:
315 Spring Creek Cir
Gypsum, CO. 81637
Mailing:
PO Boix 1709
Eagle, CO 81631
970-328-6707 P
970-328-7117 F
www.eventrents.com

To: Mayor Turnipseed and Eagle Town Councilpersons
(Turnipseed, Jessen, Kerst, Solomon, Palmer, Bodenheimer, Gboursy)
RE: Haymeadow PUD Amendment Support
Delivered via email

Dear Mayor and Eagle Town Councilpersons,

I am writing to you today in regards to the reactivation of the "Ranch Manager's Cabin" in the Haymeadow Development. As the general manager of Event Rents Vail / Aspen LLC, formerly Alpine Party Rental, I am in full support of having another event venue option in Eagle. I have been in the Colorado event industry since 2005, and in that time I have watched the market grow exponentially. Even through economic down times like the 2008 recession and our current pandemic, an unchanging fact is that people love to congregate and celebrate. A constant complaint I hear from my customers is how competitive and difficult it is to book a venue in this market. Our business is located in Gypsum which will logistically make us an ideal vendor for this venue. With the success of this venue my business will grow and I will be able to employ more people that live in Eagle County.

As an Eagle resident myself, I fully support all growth in the Town of Eagle. While I greatly appreciate the tight-knit community that is Eagle, I know economically the town would thrive with more attraction to tourism. The event industry truly has a significant impact on hospitality/lodging, local retail and restaurants.

I and my team greatly appreciate your time and consideration. Please do not hesitate to contact me for any elaboration or consultation.

Thank you,
Justin Weaver
Mobile 720-480-4279
justin@eventrents.com

From: [Yvonne Schwartz](#)
To: [Ellen Bodenhemier](#); [Scott Turnipseed](#); [Pappy Kerst](#); [Brandy Reitter](#); [Andy Jessen](#); [Matt Solomon](#); [Jenny Rakow](#); [Planning and Zoning](#)
Subject: EXTERNALSupport of Haymeadow Development
Date: Sunday, January 10, 2021 4:36:47 PM
Attachments: [Yvonne Schwartz Support D1\[1\].pdf](#)

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Please see attached letter of support

Thanks
Yvonne Schwartz

--



Yvonne Schwartz

Owner/Instructor Yoga Off Broadway

(970) 328-YOGA

www.yogaoffbroadway.com

<https://vimeo.com/ondemand/stayatomyoga>



www.yogaandbeats.com



To: Mayor Turnipseed and Eagle Town Council
(Turnipseed, Jessen, Kerst, Solomon, Palmer, Bodenheimer, Gbours)
RE: Haymeadow PUD Amendment Support

January 7, 2021

Hello Town Council and Staff,

I'm writing to express my support of the Haymeadow PUD amendment that you will vote on in the next few months. I've had conversations with representatives from the development and understand the density/school swap that is being proposed and the associated cabin renovation. Both make sense and benefit the overall community, local families and local businesses.

By allowing the density/school swap you let Haymeadow build critical quality housing (that's already approved and going to be built someday) now. That means 112 additional "households" to shop in our stores, buy gas and, hopefully, come to yoga classes:). This will contribute to the "critical mass" we in the local business community have been looking forward to for years. It will provide more citizens of Eagle to help build a good year round local economy. It will also give full time residents looking for a place to live a home. We all know people looking for housing.

As you all know, many local businesses are struggling to stay afloat with the effects the pandemic has had on their ability to do business in a profitable manner. The thought of a wedding and event venue that draws discretionary income from outside the community further allows local businesses to capture money spent here by people who visit from elsewhere. This is also an important part to a healthy local business economy.

Lastly, I want to come back to the point that the units Haymeadow wants to add into its first phase are already approved to be built. To me that means we don't need to approve a new development somewhere else to get the same amount of housing right away. I think this should be very important to the town.

The Haymeadow amendment is a win for everyone involved and I hope you will approve it. I hope to be hosting a yoga retreat at the cabin someday.

Thank you,

Yvonne Schwartz

Yoga Off Broadway

To: Town of Eagle Planning & Zoning Commission and Town Council
Cc: Jenny Rakow, Town Clerk, clerk@townofeagle.org
Re: Support for Haymeadow PUD amendment application
Delivered via email

January 11, 2021

Dear Town of Eagle Planning & Zoning Commission and Town Council,

As you know, the Eagle County Housing Task Force's mission includes supporting responsible development of housing units in our community. Mission in mind, we are writing to show our support of the Haymeadow PUD amendment currently being considered.

Members of the Haymeadow development team presented their proposed amendments to the existing Haymeadow PUD to our group at our December 4, 2020 task force meeting.

The proposed school site/multifamily density swap presents a unique opportunity for the Town of Eagle and our greater community. The successful swap will allow 112 additional units of already-approved multifamily density to be built in the initial construction phase of the project. Otherwise, the same approved and critically-needed multifamily housing units will not be delivered for more than a decade. As you know our community needs housing units now and the proposed density/school swap serves that need without consuming more land, adding new density or unvetted traffic impacts to the Town of Eagle.

In the instance of the proposed swap, it was obvious that the Haymeadow team studied and considered the economic and workforce housing reports conducted locally in recent years. They have identified a need in our community and seek to address it in a manner that benefits multiple parties by reimagining their existing PUD to address current needs. For example, not only will the Eagle County School District receive a larger parcel, but they will also receive five additional deed-restricted units specifically for ECSD employees. This comes in addition to expediting the delivery of the vast majority of the project's LERP units into Phase 1. Again, this makes housing more attainable and available to those who need it in the near term. We also understand that the Haymeadow team has been communicating with the School District to ensure their needs are addressed with this swap.

Community outreach efforts by the developer are also extensive with feedback evident in parts of the Haymeadow application such as the incorporation of a 300' buffer and landscaped berm offered in consideration of adjacent neighbors. Building orientation is also respectful of neighbors' existing view corridors.

While outside the general purview of our group, the reactivation of the former Ranch Manager's Cabin as a wedding and event's venue makes sense as a local economic engine.

Please accept this letter as indication of the Eagle County Housing Task Force's support for the Haymeadow PUD amendment currently under your review. This is a fast-track, low-impact solution to providing entry level housing available to locals.

Sincerely,

The Eagle County Housing Task Force

From: [Martin Vandeven](#)
To: [Jessica Lake](#)
Subject: EXTERNALHaymeadow PUD Amendment 2020
Date: Thursday, January 28, 2021 1:18:40 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please provide these concerns to the Planning and Zoning Board.

Moving the school to Neighborhood C creates issues that the amendment to the PDU does not address:

1. Area C is very low-lying ground. A tremendous amount of fill will be required to provide a stable base for a school to be built on, This will be a significant increase in construction cost to the school district.
2. It is assumed that the school will be attended by students from the Meadows as well as from Eagle Ranch. At the previous school location, Sylvan Lake would be used by students from Eagle Ranch, that traffic will now travel east on Brush Creek Rd causing more traffic on a narrow two-lane road. Another avenue to the school in Neighborhood C by students living in Eagle Ranch is Eagle Ranch Rd. to Ouzel Lane. The traffic routing changes are not adequately addressed or accommodated by the changes to the Meadows PDU.
3. Truly Eagle has become the "bedroom community" for workers serving the ski industry. Many residents of Eagle Ranch do not agree with the high-density housing community in the Meadows. At the time of construction of our home in Eagle Ranch, we were told the Meadows would be ranches of approximately five acres.
4. We will now say "goodbye" to the hundreds of elk that used the Meadows during the winter. Little acknowledgement of that and certainly no accommodation for that.

It is very disturbing.

Martin Vandeven

From: barb@reburblc.com
To: [Jessica Lake](#)
Cc: [Mike Claymon](#); [Lizzy Z. Owens](#); [Matt Owens](#); ginavanhekken@gmail.com; [Michael Kleinman](#); akbuisin@gmail.com; [Linda Bennett](#); kbradley@slifer.net; barb@reburblc.com
Subject: Re: Haymeadow PUD amendment
Date: Tuesday, February 9, 2021 12:43:54 PM
Attachments: [Outlook-dxqbur4i.png](#)
[Outlook-13pddrut.png](#)
[Outlook-c1mxz14s.png](#)
[Outlook-25aq2h05.png](#)
[Outlook-sqsyibqv.png](#)
[Outlook-xbpkpgd1.png](#)
[Outlook-ho5b5xca.png](#)
[Outlook-rr2u4ahv.png](#)
[Outlook-11tpathu.png](#)
[Outlook-3dj5isyf.png](#)
[Outlook-rffd2a5c.png](#)
[Outlook-4vqcfhlu.png](#)
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[Response to Haymeadow PUD Amendment 2020.docx](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Jessica-
Thank you for your updates.

With these upcoming dates in mind([March 2: P&Z Commission hearing](#)/[March 23: Town Council hearing](#)), in addition to the informal petition signatures submitted and others independently reaching out to voice their opinions, please see a response to the 'Haymeadow PUD Amendment 2020' submittal.

Can you distribute accordingly, or would you like me to send a group email to P/Z and Town Council? Also, would a distribution include any ECS Administrators?

Completely understand that this is such a difficult time.

Please take care,
Barb

From: Jessica Lake <jessica.lake@townofeagle.org>
Sent: Friday, February 5, 2021 8:58 AM
To: Mike Claymon <mikeclaymon@hotmail.com>; barb@reburblc.com <barb@reburblc.com>
Subject: RE: Haymeadow PUD amendment

Yes, that's correct.

Jessica Lake

Response to 'Haymeadow PUD Amendment 2020' (Abrika Properties-developer)

The Introduction statements by Haymeadow developer stating:

-“we were reminded of the town's desire to cluster density nearer the town core and to maintain the “country lane feel” of Brush Creek Road.” (Introduction-Page 5)

One might consider the contrary, that moving the school site further out Brush Creek Road (BCR) creates less of a “country lane feel” and more chopped up planning with less cohesiveness or synergy within the Town and connected recreational/educational facilities and trails. This would produce the opposite of an efficient land use pattern for these facilities.

Also, such a cluster of multi-family(MF) housing units and school relocation further down BCR, creates more of a traffic congestion and transportation infrastructure issue that hasn't been addressed thoroughly with regards to school swap, fire department, emergency issues, increase of traffic at Ouzel and BCR intersection, manager's cabin event traffic, or other continued increases in recreational or residential traffic (from locals and out of town guests) to places like Sylvan Lake, Frost Creek, Brush Creek Open Spaces/recreation off Brush Creek area and other homesteads.

Based on the “Traffic Memorandum” dated, October 16, 2020, RE: Haymeadow School Site Swap-Traffic Memo, Eagle, Colorado to Brandon Cohen, Abrika Properties, from Kari J. Schroeder, PE, PTOE, submitted with the current Haymeadow PUD Amendment 2020, the conclusion is also an increase in traffic if swap is approved and that further studies are needed prior to Final Plat for the Ouzel and BCR intersection. This memo focused on school traffic patterns from the approved location to the proposed and actually does not take into account other factors listed above or below. Additionally, this memo referenced traffic and trip generation impacts that are based on the original studies done by Fox Tuttle Transportation Group, LLC, on August 15, 2013, almost 8 years ago.

One example of growth since this original 2013 traffic study took place is Frost Creek. In 2013, there were 32 members and today there are 350. The dwelling units have increased from 97 to an approved 137 units. That increase in growth and associated traffic outside of school related traffic has not been taken into account to properly justify a proposed swap of school to be located right off BCR.

Another question comes into play as well with a proposed fire department and a school next to each other on the same street. Quoting the developer, *“the new school site would be located right across the street from the Haymeadow fire station.”* To create a literal sense of the question, what if while school is starting/ending with a line of cars in carpool waiting for their children to be dismissed, the fire department is dispatched with an emergency? How does that work or doesn't it? What are the safety measures that would be in place and implemented with these two buildings within such close proximity to each other? Does this create a delay in emergency response? More importantly, does this put students, staff, and parents in harm's way when an emergency response is needed, creating a safety hazard and dangerous situation?

-Developer continues: *“Other documents that we reviewed in our preparation were recently commissioned housing and economic reports specific to Eagle County. These studies illustrate the acute*

need and demand for quality workforce housing for locals who already live here, but struggle to find housing in a market desperately short of units.” (Introduction-Page 5)

A denial of developer's request for a land swap **does not limit** Haymeadow workforce housing at all. Rather, it is a location issue only.

Keeping the approved PUD as is also allows the TOE to focus on population growth, transportation issues, and congestion in a more gradual sense following with the currently approved Haymeadow buildout neighborhoods A1-D, instead of Haymeadow's newly proposed plan to rapidly build ALL MF units on smaller acreage all at once.

With the Town growth rate of 1.85% per year and projections for the Eagle County population to reach 83,000 by 2040, (based on data from the Elevate Eagle Comprehensive Plan), the traffic issues continue to be a 'white elephant in the room'. This does not take into account the undermentioned developments in process. Current affordable approved housing plans indicate that between Talon Flats, Hockett Gulch, Eagle Landing, West Eagle Area Housing Project and Haymeadow named developments, there are multiple affordable housing units coming to market and others potentially in the future. One might also consider with the rapidly changing landscape due to COVID and home office/living at an all-time high, families/people exiting metropolitan areas in droves, that the current and future demographic and housing types may have changed as well. Data for this drastic change of lifestyle from Zoom jobbing to telecommuting has not been taken into account. With this and the aforementioned approved housing developments, another perspective might be that with the proposed amendment of Haymeadow to quickly and immediately build all MF units now in one concentrated area, this creates a pendulum effect of same-type units flooding the market when demand may be shifting.

-Developer indicates: *“Conversations with Eagle County School District confirmed no immediate need for an additional school in Phase 1 of Haymeadow.” (Introduction-Page 5)*

It would be preferred for ECSD to affirm that statement, not a developer proposing a parcel swap which greatly financially benefits them. In addition, whether ECSD has an immediate need for a school or not, does not preclude developer from building their current approved A1 neighborhood.

-Developer introduces another component separate and unrelated to this land swap proposal: *“Our planning also reinvigorated early conversations surrounding the future of the original ranch manager's cabin/headquarters. As part of our proposal, we include a plan to redesign and activate the cabin area to the benefit of the community and as an economic engine for Eagle's businesses.” (Introduction-Page 5)*

The manager's cabin would be located approximately 1 ½ miles into the Haymeadow property. This is being touted as a viable economic engine. State what studies were done to prove any economic viability? This cabin has no connection to the requested swap, however, seemingly appears to be a marketing incentive for a swap. Is Haymeadow planning to rejuvenate the cabin either way? There are currently no utilities or construction in the area of the manager's cabin. When would this rejuvenation actually take place and with what future phase of construction? How will this affect surrounding neighbors-human/animals with regards to traffic, noise, and other activities causing disruptions? Also, would the cabin be the TOE responsibility to maintain and provide upkeep ongoing, and at what cost, in actuality then the financial responsibility of the Eagle taxpayers?

-Developer states: *“The Haymeadow PUD was approved by TOE Ordinance N. 11, Series of 2014 after several years of PUD Concept Zoning Plan and PUD Zoning Plan review.” (1.0 Description of Proposed Project-Page 5)*

The concept of time and effort that went into choosing the school site should be a reason to keep the school site as currently approved. If not, it creates a conflict with the Elevate Eagle Comprehensive Plan, Chapter 4.1.010 C in the current approved PUD, that various land use elements are designed so

that they inter-relate cohesively with each other. The boundary between the PUD and adjacent land areas was taken into consideration to follow the requirements with particular attention to ensure that land use patterns were compatible with the school site and adjacent recreational and future master planned recreational facilities.

1.1 School site amendment

Haymeadow developer would like to swap a 14.22-acre parcel and merge it with Neighborhood A1, which is 41.7 acres. This would create a 55.92-acre parcel for 340 units of MF housing. In this proposed amendment, all 112 units of MF housing from Neighborhoods B and C would shift from a combined total of a 108.1-acre site with SF/Duplexes, to a much more congested scenario on a much smaller parcel of land with MF units only. This creates a situation with potentially double or more than that in vehicle traffic (680 if using 2 vehicles per household) in a much smaller concentrated area. Elevate Eagle Comprehensive Plan provides data of 2.96 people per household so the vehicle count could potentially be higher.

NOTE: Developer released a plan drawing to Soleil residents indicating the existence of 8 24-unit buildings on the proposed swap land, exceeding the 35 ft height restriction with roof lines, including only 20 covered parking spots per building and what appears to be an additional 16 street spots per building. Doing the math, that is only 36 spots per building and with a 2-car per household number, the more realistic number is 48 total cars per building. It appears that Haymeadow short sided 12 cars per unit for parking (96 vehicles). Aesthetically that scenario alone could be viewed as congestion and surely not enough parking to accommodate real-life living conditions. Certainly, this does not fall within the visions of what Haymeadow refers to for the TOE's "country lane feel."

-Additionally, siting Haymeadow's PUD Annexation and Development Agreement Resolution 12 regarding LERP (Local Employee Residency Program), Haymeadow's original approval per Town guidelines encompassed their statement, *"The LERP units shall be dispersed in a reasonable manner throughout each neighborhood. There may be more than one LERP unit per building, and there may be multi-family buildings that contain three or more LERP units. However, all, or a significant concentration of, the required LERP units for each neighborhood shall not be located within one multi-family project or cluster of buildings."* (Haymeadow PUD Annexation and Development Agreement Resolution 12/LERP)

This statement by Haymeadow directly contradicts their new submittal proposing an amendment to the school land use, by instead requesting to build ALL the MF units/LERP in one cluster of same-type units in Neighborhood A.

NOTE: Haymeadow Amendment page 9 states 340 proposed units in A1 neighborhood chart. This conflicts with the Haymeadow Proposed Unit Count map page 8, detailing 380 total units in A1 neighborhood.

NOTE: This proposed amendment states that an 18.3-acre portion of Neighborhood C would be re-classified as school use. However, the Haymeadow Land Use Summary (Current Unit Count) and (Proposed Unit Count) map page 8, details in C that acreage would fall from 47.1 to 32.1. If understanding correctly reading this proposed amendment, that is only a differential of 15 acres. So, the proposed school land swap would actually only amount to less than an acre or .78 to the school?

-In a letter dated December 10, 2020, sent by Sandra Mutchler, CFO for Eagle County Schools to the TOE, it states, *"While both the existing and proposed school dedications are viable school sites, the proposed site is preferred due primarily to its size and location."*

If acreage size is actually only a .78 differential and the new location may pose questions related to potential safety dangers with emergency response issues, not to mention an adjacent busier road with posted higher speed limits (40), would the school entertain their original location as best suited for the school and synergy of activities? (Please also refer to Mountain Recreation letter submitted December 3,

2020 by Board President, Elizabeth Jones and Board Member, Tom Pohl, which does not favor a land swap.)

Or are the ECS administrators focusing on the Haymeadow developer-Abrika proposing to isolate five (5) housing units for sale only for ECS employees? If ECS doesn't own these units, how can Abrika only offer to ECS employees and not allow others in need of housing from potentially buying those units? What or who gives the developer the right or the legal authority to decide who buys and lives in this housing? Additionally, regarding the extension of road and utility improvements to the proposed school site, when would that take place and if a school may not be built for multiple years, how would that financially binding scenario be taken into consideration present day? Can Abrika even offer these incentives for ECS administrators' approval of a swap?

Haymeadow notes 24% of MF units will be designated as deed restricted. This 24% seems like a misleading figure, as the 83 units (24% of 344 all MF units) is actually the 10% requirement for the entire development of 837. Conversely, Hockett Gulch's website states 45% of their 396 rental units (178) will be deed restricted with no income restrictions.

-Developer voices: *"The current level of extreme housing demand for entry level and attainable units was not foreseen in the planning stages that took place prior to the 2014 approval."* (1.1 School Site Amendment-Page 9)

However, based on the Eagle Area Community Plan (EACP), referenced numerous times in this developer proposed amendment, the demand for entry level and attainable units has been stressed since 2010 and prior. Therefore, Haymeadow developer should have known and had all the available information at their disposal to make that decision in 2014.

-Developer states: *"The result is no increase in density from the overall approved PUD. The overall approval will remain at 837 dwelling units with the same breakdown of 344 multi-family units and 493 single family/duplex units."* (1.1 School Site Amendment-Page 9)

This statement is misleading in that the PUD density locationally would extremely change from the approved plan, making the front portion of the development exceptionally overcrowded and crammed if the school land swap is approved. Keeping the school land as is allows for ample and shared parking for events, creates less congestion with vehicles on street side parking around Mountain Rec area and Sylvan Lake Road parallel to Brush Creek Village, and keeps the original decisions to incorporate all activities with the school as approved. This may also become a source of income to the Town/ECSD for paid event parking, including for out-of-town quest parking in the school lot when utilizing our Eagle outdoor amenities/trails and attending organized events around the Mountain Rec area. Based on the EACP, a discussion question was posed regarding how to reap more financial benefit from visitors to our community, this may create that option.

NOTE: Haymeadow Amendment page 9 states 340 proposed units in A1 neighborhood chart. This conflicts with the Haymeadow Proposed Unit Count map page 8, detailing 380 total units in A1 neighborhood. This is an increase in density if we are to follow Haymeadow developer's Proposed Unit Count map of page 8.

Under the TOE Amendments to PUD Zoning and Development Plans, Conditions for Amendment, this proposed amendment application does affect in a substantially adverse manner either the enjoyment of land abutting upon, adjoining or across a street from the planned unit development or the public interest, and therefore should not be approved. In this case, neighboring housing developments are adversely affected and through informal petitions signed and submitted to the TOE, have voiced their community support of opposition to any proposed amendment of a school land swap. In addition, Mountain Recreation representatives have outlined in a letter dated December 3, 2020, their multiple

reasons why an approval of a land swap would adversely affect Mountain Recreation services and residents of the TOE in general. They have referenced the 'Conditions for Amendment' as well.

-Developer admits: *"Recognizing that this is a change in use that could be viewed as potentially impactful to the adjacent Soleil neighborhood Haymeadow is willing to commit to a 300-foot vertical building setback from the Soleil boundary and to landscape within that setback area in a manner that will create a strong buffer area between the two residential uses."* (1.1.2 Tract E/Neighborhood A, Detailed Description-Page 10)

In the statement above, developer points out in their proposed amendment application that the Haymeadow amendment does affect in a substantially adverse manner, the residents of Soleil. In what appears to be a diversion from compliance, Haymeadow attempts to mask the situation with landscape suggestions that are not acceptable. The homeowners of Soleil have overwhelmingly and collectively voiced their opposition to this proposed amendment to swap school land with a MF unit development; additionally, the noncompliance per section 4.11.050A(2) still exists.

-Developer indicates: *"the approved PUD Development Plan would be amended to enlarge the existing Neighborhood A1 area to include the 14.2 acres of Tract E and the 14.2 acres would be designated for multi-family construction. The existing multi-family density of 112 units that is currently approved for Neighborhoods B & C would be transferred to Neighborhood A1. Neighborhood A1 is the closest neighborhood to the community core and at 41.7 acres is currently approved for 146 multi-family units and 82 single family/duplex units. In accordance with the objectives of the Eagle Area Community Plan Neighborhood A1 is the highest density neighborhood at 5.4 units per acre. The addition of 14.2 acres and 112 units would shift Neighborhood A1 slightly higher to a density of 6 units per acre."* (1.1.2 Tract E/Neighborhood A, Detailed Description-Page 10/11)

Based on the TOE Amendments to PUD Zoning and Development Plans, Conditions for Amendment, section 4.11.050(3), this proposed amendment confers a special benefit upon the developer, demonstrating a conflict with the proposed modification to swap the school land. In hindsight and maybe a glaring lack of planning, the developer now proposes this condensed housing scenario in an effort to reduce or recoup costs at tremendous expense to surrounding neighbors/hoods. As stated, prior, the developer had access to all data and information regarding the housing needs of the TOE. This proposed amendment not getting approved, does not prohibit the developer from building the currently approved PUD, which provides a better distribution of the PUD zone districts throughout the development, ultimately one of the reasons for the initial PUD approval. Refer also to the aforementioned Haymeadow's PUD Annexation and Development Agreement Resolution 12 regarding LERP (Local Employee Residency Program).

-The developer suggests: *"We anticipate this (manager's cabin) creating a multi-million-dollar economic opportunity for local businesses."* (For 1.2 Cabin Special Events Venue-page 11)

This statement is based on what data collected or proof that this will be a viable entity for local businesses or the TOE, especially the Eagle residents who provide the tax base to run and maintain such an entity? Has the developer actually provided a cost analysis to the TOE for expenses associated with this cabin both short and long term: maintenance, insurance, liability coverage, water/septic system maintenance, employee costs, parking costs, shuttle costs, etc? With that in mind, would the TOE require an approval from the residents to acquire the cabin? Please also refer to manager's cabin remarks in the introduction section above.

-The developer attempts to mollify by adding: *"Haymeadow does not anticipate any extension of Field Street through the Soleil neighborhood into Haymeadow."* (Access and Traffic-page 17)

What does “not anticipate” mean in developer terminology? Please clarify based on the PUD approved plans. This should be a definite statement.

Please also refer to Mountain Recreation letter submitted December 3, 2020 by Board President, Elizabeth Jones and Board Member, Tom Pohl, referencing their concerns about any potential extension of Field Street. *“One item to note based on the public planning process for the Haymaker Trailhead Concept Plan: The proposed PUD Amendment concept plan illustrating the school parcel does not fully match the adopted Haymaker Trailhead Concept Plan's outline for the school portion of the parcel, as uses were blended. The proposed parcel boundary shown appears to suggest that a road centerline could be constructed from the current terminus of Field Street to the future unnamed street connecting to Neighborhood A. The impacts of traffic flows through the adjoining neighborhood were considered during the concept planning process following resident comment and review of the Soleil development plans. The Haymaker Trailhead concept plan specifically included installation of a gate past the Field Street terminus with the idea that the gate was intended to be opened only for special events such the CHSAA regional and state mountain bike competitions or large tournaments. Traffic flows created by opening a street from Soleil Homes through a multi-family development to Neighborhood A1 may trigger a desire to review projected traffic impacts to the Soleil neighborhood based on that public input process.”*

-The developer states: *“The applicant has had an early conversation with representatives of the Greater Eagle Fire Protection District. At this time there are no identified negative impacts associated with the shift in location of the school and multi-family uses. The new school site would be located right across the street from the Haymeadow fire station.” “The cabin will continue to be accessed via the existing driveway from Brush Creek Road. This driveway will be improved and widened to a year-round gravel surface with pull-off lanes. The increase in traffic on Brush Creek Road will be minimal compared to the background traffic levels given the intent to have large events shuttled to the site.” (For 2.0 Access and Traffic, Emergency Services-page 17)*

It is preferred that the Greater Eagle Fire Protection District voice whether any negative impacts can and will be identified with potentially moving the school land, rather than a developer who would benefit from a swap stating, at this time none exist.

Regarding the proposed school swap to Neighborhood C, for students/staff members and especially as a parent, the red flag is being raised about safety issues. Having a fire department directly across the street that would potentially have emergency dispatch situations simultaneously occurring during a congested drop-off or pick-up with carpool lines, parents, staff, and students in close proximity or blocking throughways, doesn't sound as though no negative impacts exist with a shift in school location. Additionally, students (K-8th grade) that may ride their bikes to school create further trepidations for safety when firetrucks may be racing to an emergency while conceivably having to dodge children at the same time. There is a higher speed limit (40) on BCR and stop signs that would be placed at the entrance to BCR. All of this would cause additional backups to BCR access and congestion on a street that hypothetically would house the school and the fire department. One might conclude that all of this certainly seems to lend itself to negative impacts.

Due to the emergency concerns and potential negative impacts for the land swap of school to Neighborhood C, it is important to reiterate what might occur if the developer is allowed to proceed with a swap. This creates a snowballing effect with BCR access: increased traffic and congestion mentioned above, noise pollution related to manager's cabin events, safety issues with the close proximity of a fire department to a school, higher posted speeds of 40 on BCR and current flow of traffic going to and from Sylvan Lake, Frost Creek, trails, ranches/homesteads and soon from Ouzel once connected. Has the developer or TOE actively reached out to BCR/Eagle Ranch residents especially near Ouzel, letting them know of this proposal? With all of this in mind, we feel the current approved school location actually emulates the “country land feel” better in its setting, safety with traffic speeds, and less congestion.

Finally, in response to this proposed Haymeadow PUD Amendment 2020, as residents of Soleil and surrounding neighborhoods, please take these statements and responses to this proposal into serious consideration as to why this swap of land should not happen. Notwithstanding our stated concerns, questions, and objections to the proposed school swap, we reserve the right to consult with counsel to determine if legal action is necessary to protect our interests.

Thank you for your time and consideration.

Your Soleil and surrounding Eagle residents and neighbors.

From: [Brian Bishop](#)
To: [Jessica Lake](#)
Subject: Haymeadow Swap
Date: Friday, February 12, 2021 12:17:58 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern,

I want to voice my opposition to the Hay Meadow Land swap. I have lived in the Gore and Eagle Valleys for the better part of 50 years. I have lived in Brush Creek Village since 2010 and have observed the ridiculous amount of increased traffic that has come with the Development in this area.

I have been opposed to the entire Haymeadow project from the beginning due to that lack of infrastructure. The roads in and out of this area are already over crowded. However, as the current land use was adopted, there isn't much that we can do about that now. The impact on our neighborhoods will be absolutely negative. Our property values will decrease as well as the small town feel of this area.

Please deny this swap... Eagle doesn't need this at all.

Regards,

Brian Bishop
1442 Montgomerie Circle

From: [Colleen Gauron](#)
To: [Jessica Lake](#)
Subject: Hay meadow swap
Date: Friday, February 12, 2021 1:01:46 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Greetings Jessica,

I understand there is a P&Z meeting on March 2 re the Haymeadow PUD land swap I have written previously to strongly oppose this swap. I do not at this point have much respect for the developer and his/their disregard for the existing approved plans and concerns by nearby neighbors.

To reiterate what others have eloquently stated my opposition is based on all of the items below:

- 1) Surrounding homeowners bought homes based on the advantages of the current school location
- 2) Negatively impacts surrounding homeowners due to reduced property values and blocked mountain views
- 3) Disregards the extensive process by TOE and ECSD during the PUD process to determine the best school location
- 4) Consequences of the inadequate planning and budget mismanagement should be the burden of the developer and not surrounding homeowners
- 5) Affects surrounding homeowners in a substantially adverse manner and should be denied per TOE Code Section 4.11.050
- 6) Results in a chopped up development
- 7) Reduces opportunities for shared facilities between the school and Mountain Recreation
- 8) Shared parking between Mountain Recreation and the school is eliminated
- 9) Traffic patterns will be negatively impacted by the proposed school location
- 10) A potentially dangerous and unsafe situation would be created with the new location of the school being adjacent to the Haymeadow fire station
- 11) Clustering multi-family units in a small area results in traffic and parking problems
- 12) The "country lane feel" of Brush Creek Road is negatively impacted
- 13) Eagle Pool and Ice Rink expansion plans are already in progress using the current school location
- 14) Mountain Recreation is strongly opposed to the school land swap PUD amendment
- 15) If this proposal is denied, the developer can still build Haymeadow according to the existing PUD
- 16) If this proposal is denied, affordable housing options can still be provided according to the existing PUD
- 17) The proposed school location only benefits the developer by allowing deferral of some

infrastructure costs

18) Keeping the school in its current location is just common sense which is why that location was chosen originally

Kind regards

Colleen Gauron

2023 Montgomerie circle

Eagle, 81631

From: [Bart Harst](#)
To: [Jessica Lake](#)
Subject: Haymeadow land swap
Date: Friday, February 12, 2021 4:26:25 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

As residents of Brush Creek Village, we strongly oppose the land swap proposed by the Haymeadow developer. The negative effects on traffic patterns alone is concerning. Additionally, the original well thought out plan of combining proximity of current and future recreational facilities and a school is more in keeping with the spirit of the town of Eagle. Please do not approve this change which appears to solely benefit the developer and not the neighborhood or town.

Respectfully,
Bart and Linda Harst
1632 Montgomerie Circle

Sent from my iPad

From: [Peter Leibig](#)
To: [Jessica Lake](#)
Subject: Opposed to Heymeadow Swap
Date: Friday, February 12, 2021 4:02:39 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am opposed to the Haymeadow swap for the following reasons:

- The swap negatively impacts surrounding homeowners due to reduced property values and blocked mountain views
- The swap disregards the extensive process by TOE and ECSD during the PUD process to determine the best school location
- Consequences of the inadequate planning and budget mismanagement should be the burden of the developer and not surrounding homeowners
- Reduces opportunities for shared facilities between the school and Mountain Recreation
- Shared parking between Mountain Recreation and the school is eliminated
- Traffic patterns will be negatively impacted by the proposed school location
- A potentially dangerous and unsafe situation would be created with the new location of the school being adjacent to the Haymeadow fire station
- Clustering multi-family units in a small area results in traffic and parking problem
- Eagle Pool and Ice Rink expansion plans are already in progress using the current school location
- If this proposal is denied, the developer can still build Haymeadow according to the existing PUD
- If this proposal is denied, affordable housing options can still be provided according to the existing PUD
- The proposed school location only benefits the developer, NOT the community, by allowing deferral of some infrastructure costs
- Keeping the school in its current location is just common sense which is why that location was chosen originally

Peter Leibig
2567 Montgomerie Cir
Eagle, Co 81631
pete.leibig@gmail.com
303-931-4118

From: [James C. Van Hekken](#)
To: [Jessica Lake](#)
Subject: HeyMesdow Swap
Date: Friday, February 12, 2021 3:03:42 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hey Jessica,

I know you're getting a ton of these. My apologies in bothering you with another, but it's a super important issue for those of us who live directly beside the area involved in the swap.

I very much oppose it, and the following list gives reasons why.

- 1) Surrounding homeowners bought homes based on the advantages of the current school location
- 2) Negatively impacts surrounding homeowners due to reduced property values and blocked mountain views
- 3) Disregards the extensive process by TOE and ECSD during the PUD process to determine the best school location
- 4) Consequences of the inadequate planning and budget mismanagement should be the burden of the developer and not surrounding homeowners
- 5) Affects surrounding homeowners in a substantially adverse manner and should be denied per TOE Code Section 4.11.050
- 6) Results in a chopped up development
- 7) Reduces opportunities for shared facilities between the school and Mountain Recreation
- 8) Shared parking between Mountain Recreation and the school is eliminated
- 9) Traffic patterns will be negatively impacted by the proposed school location
- 10) A potentially dangerous and unsafe situation would be created with the new location of the school being adjacent to the Haymeadow fire station
- 11) Clustering multi-family units in a small area results in traffic and parking problems
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- 16) If this proposal is denied, affordable housing options can still be provided according to the existing PUD
- 17) The proposed school location only benefits the developer by allowing deferral of some infrastructure costs
- 18) Keeping the school in its current location is just common sense which is why that location was chosen originally

Thanks for your consideration.

Thanks,

| JC Van Hekken



Consultant

Mitchell and Company

p: 970.748.3064

a: 216 Main St Suite #209

Edwards, CO 81632

w: www.mitchandco.com **e:** jc@mitchandco.com

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From: [Peter Damico](#)
To: [Jessica Lake](#)
Subject: From Peter D'Amico-I strongly OPPOSE the swap.
Date: Saturday, February 13, 2021 1:56:09 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Jessica,

My reasons all center around the 18 reasons given to reject the proposal.

Thank you, Peter
720.431.8445
Brush Creek Village

From: [Dave & Linda Gerdes](#)
To: [Jessica Lake](#)
Subject: Haymeadow Swap
Date: Saturday, February 13, 2021 12:10:34 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Town of Eagle:

We are very much opposed to the proposed land exchange involving the land set-aside for the school in the Haymeadow development.

The developer has shown little care with planning this development and communicating with the community.

1. What neighboring landowners did the developer meet with to explain why this was necessary prior to dropping this on the City Council agenda? Apparently no one.
2. What development plans and progress reports have been shared with the community? At the time of this writing, the last update on the Haymeadow.com website was May 4, 2020, and it doesn't say much. They could be much more transparent by sharing more information, but they are working in their own little world. For example... what was accomplished in the previous month, and what is planned for the next month. Surely they would know. But, maybe they don't have a plan?
3. Repeated emails to the Haymeadow folks asking for status updates have failed.

This appears to be a classic “bait & switch” operation, or it wasn't planned.

1. If it was well-planned, it would have been in the initial plans.
2. Providing space for a school in the original proposed location was attractive to the community and adjacent property owners, and the proposal was approved. Now, the developer wants to switch to another plan? We have heard no good reason!
3. And, as noted previously, this developer does a very poor job of communicating with the community. What will be the next switch?

The potential school, in the original proposed location, has been an attractive draw for the housing developments adjacent to the Haymeadow development.

1. New homeowners in these developments knew about the land set-aside for the school. There was no asterisk saying it would probably be something else.
2. Haymeadow residences are not yet built. Those homeowners will not be affected by the same type of “plan changes” that existing neighboring homeowners are being pushed into.
3. Is it true, too, that the proposed land exchange gives the school a smaller property, and the developer something larger? If true, Hmm!

4. Will the original land set-aside for the school, very near the swimming pool, ice rink, and trail help the developer sell the apartments/homes a little easier than being by a busy road and fire station?
5. What then, would be the better school location for the existing neighbors and the school district?

We are not opposed to the Haymeadow development as originally approved. There doesn't appear to be a good reason for the community to make changes to that original plan.

Thank you for listening!

Linda & Dave Gerdes

2171 Montgomerie Circle, Eagle

From: [Michael Kleinman](#)
To: [Jessica Lake](#); [Michael Kleinman](#)
Subject: Haymeadow Land Swap
Date: Saturday, February 13, 2021 6:34:53 AM
Attachments: [Haymeadow objection.PDF](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Jessica,

Please find my letter in opposition to the Haymeadow land swap proposed by Abrika Properties

I would like to be included in the public meetings via xoom on the scheduled dates in March of 2021

Michael J. Kleinman Esq.
C/O Law Offices of Michael L. Poindexter
2132 Montane Dr. E.
Golden, Colorado 80401
Telephone: 970-328-3986
Facsimile: (303) 526-1981

Alternate Email: Kleinmanlaw@q.com • Cellular Phone 303.359.1825

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MICHAEL J. KLEINMAN
98 SOLEIL CIRCLE
EAGLE CO 81631

February 12, 2021

To: The City of Eagle City Counsel and all interested offices and officers

**LIST OF REASONS FOR OPPOSITION TO LAND SWAP AMENDMENT TO
HAYMEADOW PUD MICHAEL AND DORON KLEINMAN 98 SOLEIL
CIRCLE EAGLE, COLORADO 81631**

1. Homeowner relied on PUD approved by City which included elementary school at some time in the future adjacent to Soleil Homes subdivision when the home was purchased.
2. Developer asked for the land distribution approved and planned accordingly. Now, because they do not want to pay for development costs upfront that they knew were required to build the high-density, they propose a land swap that only benefits them and no one else.
3. The Rec district was counting on sharing playing fields with the school which will not happen if the land swap happens. The sharing of the recreation facilities just makes sense as a taxpayer.
4. The developers claim that lower cost housing will assist teachers is without merit as there is no school needed at present and if it is needed, they have land they can build upon.
5. The developers work on the road has been dismal at best with delays, mistakes, and an attempt to have Soleil Homes pay for work they agreed to perform. What makes you think they can do any better adjacent to the Soleil Subdivision.
6. Traffic will funnel off the road in front of the Soleil Subdivision as the quick way to the proposed project.
7. There is no economic benefit to the City, Recreation District or Soleil Homes to the swap. The only entity that benefits is the developer that admits that it will save millions of dollars of infrastructure costs now and use profits (if that every occurred) to pay for improvements later.
8. Every homeowner relied on the City's PUD approval and there is no good reason to change it to monetarily benefit a private developer who knew at the time of their original submittal that the high-density homes would be as approved. 1
9. The land swap would lead to rapid growth and significantly increase traffic on Brush Creek Road and Capitol Street. Neither being not able to accommodate it without the planned study and additional road improvements that would be very disruptive to the local community.

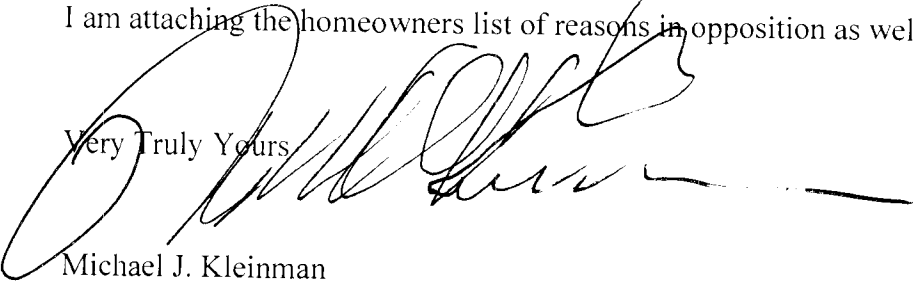
10. The unsightly and untimeliness of the construction practices of the developer of the road and their disruption of the neighborhood leads me to believe that they are incapable of developing this project in a timely and non-disruptive manner.
11. Due to the original traffic studies done with the PUD approval, the placement of the school was extensively thought through at that time and should not change.

We have also signed the petition and letters from a group of the Soleil Homeowners you have already received. We support all the reasons in that petition and filing.

I believe that if you question the developer, you will learn that their pro forma is upside down having spent considerably more on the road that was forecast, and by building the high-density condos on the proposed the land swap would assist them in recovering their losses by using the existing infrastructure in place. This request appears to be for financial reasons and nothing else.

I am attaching the homeowners list of reasons in opposition as well.,

Very Truly Yours



Michael J. Kleinman

Response to 'Haymeadow PUD Amendment 2020' (Abrika Properties-developer)

The Introduction statements by Haymeadow developer stating:

- "we were reminded of the town's desire to cluster density nearer the town core and to maintain the "country lane feel" of Brush Creek Road." (Introduction-Page 5)

One might consider the contrary, that moving the school site further out Brush Creek Road (BCR) creates less of a "country lane feel" and more chopped up planning with less cohesiveness or synergy within the Town and connected recreational/educational facilities and trails. This would produce the opposite of an efficient land use pattern for these facilities.

Also, such a cluster of multi-family(MF) housing units and school relocation further down BCR, creates more of a traffic congestion and transportation infrastructure issue that hasn't been addressed thoroughly with regards to school swap, fire department, emergency issues, increase of traffic at Ouzel and BCR intersection, manager's cabin event traffic, or other continued increases in recreational or residential traffic (from locals and out of town guests) to places like Sylvan Lake, Frost Creek, Brush Creek Open Spaces/recreation off Brush Creek area and other homesteads.

Based on the "Traffic Memorandum" dated, October 16, 2020, RE: Haymeadow School Site Swap-Traffic Memo, Eagle, Colorado to Brandon Cohen, Abrika Properties, from Kari J. Schroeder, PE, PTOE, submitted with the current Haymeadow PUD Amendment 2020, the conclusion is also an increase in traffic if swap is approved and that further studies are needed prior to Final Plat for the Ouzel and BCR intersection. This memo focused on school traffic patterns from the approved location to the proposed and actually does not take into account other factors listed above or below. Additionally, this memo referenced traffic and trip generation impacts that are based on the original studies done by Fox Tuttle Transportation Group, LLC, on August 15, 2013, almost 8 years ago.

One example of growth since this original 2013 traffic study took place is Frost Creek. In 2013, there were 32 members and today there are 350. The dwelling units have increased from 97 to an approved 137 units. That increase in growth and associated traffic outside of school related traffic has not been taken into account to properly justify a proposed swap of school to be located right off BCR.

Another question comes into play as well with a proposed fire department and a school next to each other on the same street. Quoting the developer, *"the new school site would be located right across the street from the Haymeadow fire station."* To create a literal sense of the question, what if while school is starting/ending with a line of cars in carpool waiting for their children to be dismissed, the fire department is dispatched with an emergency? How does that work or doesn't it? What are the safety measures that would be in place and implemented with these two buildings within such close proximity to each other? Does this create a delay in emergency response? More importantly, does this put students, staff, and parents in harm's way when an emergency response is needed, creating a safety hazard and dangerous situation?

-Developer continues: *"Other documents that we reviewed in our preparation were recently commissioned housing and economic reports specific to Eagle County. These studies illustrate the acute*

need and demand for quality workforce housing for locals who already live here, but struggle to find housing in a market desperately short of units.” (Introduction-Page 5)

A denial of developer’s request for a land swap **does not limit** Haymeadow workforce housing at all. Rather, it is a location issue only.

Keeping the approved PUD as is also allows the TOE to focus on population growth, transportation issues, and congestion in a more gradual sense following with the currently approved Haymeadow buildout neighborhoods A1-D, instead of Haymeadow’s newly proposed plan to rapidly build ALL MF units on smaller acreage all at once.

With the Town growth rate of 1.85% per year and projections for the Eagle County population to reach 83,000 by 2040, (based on data from the Elevate Eagle Comprehensive Plan), the traffic issues continue to be a ‘white elephant in the room’. This does not take into account the undermentioned developments in process. Current affordable approved housing plans indicate that between Talon Flats, Hockett Gulch, Eagle Landing, West Eagle Area Housing Project and Haymeadow named developments, there are multiple affordable housing units coming to market and others potentially in the future. One might also consider with the rapidly changing landscape due to COVID and home office/living at an all-time high, families/people exiting metropolitan areas in droves, that the current and future demographic and housing types may have changed as well. Data for this drastic change of lifestyle from Zoom jobbing to telecommuting has not been taken into account. With this and the aforementioned approved housing developments, another perspective might be that with the proposed amendment of Haymeadow to quickly and immediately build all MF units now in one concentrated area, this creates a pendulum effect of same-type units flooding the market when demand may be shifting.

-Developer indicates: *“Conversations with Eagle County School District confirmed no immediate need for an additional school in Phase 1 of Haymeadow.” (Introduction-Page 5)*

It would be preferred for ECSD to affirm that statement, not a developer proposing a parcel swap which greatly financially benefits them. In addition, whether ECSD has an immediate need for a school or not, does not preclude developer from building their current approved A1 neighborhood.

-Developer introduces another component separate and unrelated to this land swap proposal: *“Our planning also reinvigorated early conversations surrounding the future of the original ranch manager’s cabin/headquarters. As part of our proposal, we include a plan to redesign and activate the cabin area to the benefit of the community and as an economic engine for Eagle’s businesses.” (Introduction-Page 5)*

The manager’s cabin would be located approximately 1 ½ miles into the Haymeadow property. This is being touted as a viable economic engine. State what studies were done to prove any economic viability? This cabin has no connection to the requested swap, however, seemingly appears to be a marketing incentive for a swap. Is Haymeadow planning to rejuvenate the cabin either way? There are currently no utilities or construction in the area of the manager’s cabin. When would this rejuvenation actually take place and with what future phase of construction? How will this affect surrounding neighbors-human/animals with regards to traffic, noise, and other activities causing disruptions? Also, would the cabin be the TOE responsibility to maintain and provide upkeep ongoing, and at what cost, in actuality then the financial responsibility of the Eagle taxpayers?

-Developer states: *“The Haymeadow PUD was approved by TOE Ordinance N. 11, Series of 2014 after several years of PUD Concept Zoning Plan and PUD Zoning Plan review.” (1.0 Description of Proposed Project-Page 5)*

The concept of time and effort that went into choosing the school site should be a reason to keep the school site as currently approved. If not, it creates a conflict with the Elevate Eagle Comprehensive Plan, Chapter 4.1.010 C in the current approved PUD, that various land use elements are designed so

that they inter-relate cohesively with each other. The boundary between the PUD and adjacent land areas was taken into consideration to follow the requirements with particular attention to ensure that land use patterns were compatible with the school site and adjacent recreational and future master planned recreational facilities.

1.1 School site amendment

Haymeadow developer would like to swap a 14.22-acre parcel and merge it with Neighborhood A1, which is 41.7 acres. This would create a 55.92-acre parcel for 340 units of MF housing. In this proposed amendment, all 112 units of MF housing from Neighborhoods B and C would shift from a combined total of a 108.1-acre site with SF/Duplexes, to a much more congested scenario on a much smaller parcel of land with MF units only. This creates a situation with potentially double or more than that in vehicle traffic (680 if using 2 vehicles per household) in a much smaller concentrated area. Elevate Eagle Comprehensive Plan provides data of 2.96 people per household so the vehicle count could potentially be higher.

NOTE: Developer released a plan drawing to Soleil residents indicating the existence of 8 24-unit buildings on the proposed swap land, exceeding the 35 ft height restriction with roof lines, including only 20 covered parking spots per building and what appears to be an additional 16 street spots per building. Doing the math, that is only 36 spots per building and with a 2-car per household number, the more realistic number is 48 total cars per building. It appears that Haymeadow short sided 12 cars per unit for parking (96 vehicles). Aesthetically that scenario alone could be viewed as congestion and surely not enough parking to accommodate real-life living conditions. Certainly, this does not fall within the visions of what Haymeadow refers to for the TOE's "country lane feel."

-Additionally, siting Haymeadow's PUD Annexation and Development Agreement Resolution 12 regarding LERP (Local Employee Residency Program), Haymeadow's original approval per Town guidelines encompassed their statement, *"The LERP units shall be dispersed in a reasonable manner throughout each neighborhood. There may be more than one LERP unit per building, and there may be multi-family buildings that contain three or more LERP units. However, all, or a significant concentration of, the required LERP units for each neighborhood shall not be located within one multi-family project or cluster of buildings."* (Haymeadow PUD Annexation and Development Agreement Resolution 12/LERP)

This statement by Haymeadow directly contradicts their new submittal proposing an amendment to the school land use, by instead requesting to build ALL the MF units/LERP in one cluster of same-type units in Neighborhood A.

NOTE: Haymeadow Amendment page 9 states 340 proposed units in A1 neighborhood chart. This conflicts with the Haymeadow Proposed Unit Count map page 8, detailing 380 total units in A1 neighborhood.

NOTE: This proposed amendment states that an 18.3-acre portion of Neighborhood C would be re-classified as school use. However, the Haymeadow Land Use Summary (Current Unit Count) and (Proposed Unit Count) map page 8, details in C that acreage would fall from 47.1 to 32.1. If understanding correctly reading this proposed amendment, that is only a differential of 15 acres. So, the proposed school land swap would actually only amount to less than an acre or .78 to the school?

-In a letter dated December 10, 2020, sent by Sandra Mutchler, CFO for Eagle County Schools to the TOE, it states, *"While both the existing and proposed school dedications are viable school sites, the proposed site is preferred due primarily to its size and location."*

If acreage size is actually only a .78 differential and the new location may pose questions related to potential safety dangers with emergency response issues, not to mention an adjacent busier road with posted higher speed limits (40), would the school entertain their original location as best suited for the school and synergy of activities? (Please also refer to Mountain Recreation letter submitted December 3,

2020 by Board President, Elizabeth Jones and Board Member, Tom Pohl, which does not favor a land swap.)

Or are the ECS administrators focusing on the Haymeadow developer-Abrika proposing to isolate five (5) housing units for sale only for ECS employees? If ECS doesn't own these units, how can Abrika only offer to ECS employees and not allow others in need of housing from potentially buying those units? What or who gives the developer the right or the legal authority to decide who buys and lives in this housing? Additionally, regarding the extension of road and utility improvements to the proposed school site, when would that take place and if a school may not be built for multiple years, how would that financially binding scenario be taken into consideration present day? Can Abrika even offer these incentives for ECS administrators' approval of a swap?

Haymeadow notes 24% of MF units will be designated as deed restricted. This 24% seems like a misleading figure, as the 83 units (24% of 344 all MF units) is actually the 10% requirement for the entire development of 837. Conversely, Hockett Gulch's website states 45% of their 396 rental units (178) will be deed restricted with no income restrictions.

-Developer voices: *"The current level of extreme housing demand for entry level and attainable units was not foreseen in the planning stages that took place prior to the 2014 approval."* (1.1 School Site Amendment-Page 9)

However, based on the Eagle Area Community Plan (EACP), referenced numerous times in this developer proposed amendment, the demand for entry level and attainable units has been stressed since 2010 and prior. Therefore, Haymeadow developer should have known and had all the available information at their disposal to make that decision in 2014.

-Developer states: *"The result is no increase in density from the overall approved PUD. The overall approval will remain at 837 dwelling units with the same breakdown of 344 multi-family units and 493 single family/duplex units."* (1.1 School Site Amendment-Page 9)

This statement is misleading in that the PUD density locationally would extremely change from the approved plan, making the front portion of the development exceptionally overcrowded and crammed if the school land swap is approved. Keeping the school land as is allows for ample and shared parking for events, creates less congestion with vehicles on street side parking around Mountain Rec area and Sylvan Lake Road parallel to Brush Creek Village, and keeps the original decisions to incorporate all activities with the school as approved. This may also become a source of income to the Town/ECSD for paid event parking, including for out-of-town guest parking in the school lot when utilizing our Eagle outdoor amenities/trails and attending organized events around the Mountain Rec area. Based on the EACP, a discussion question was posed regarding how to reap more financial benefit from visitors to our community, this may create that option.

NOTE: Haymeadow Amendment page 9 states 340 proposed units in A1 neighborhood chart. This conflicts with the Haymeadow Proposed Unit Count map page 8, detailing 380 total units in A1 neighborhood. This is an increase in density if we are to follow Haymeadow developer's Proposed Unit Count map of page 8.

Under the TOE Amendments to PUD Zoning and Development Plans, Conditions for Amendment, this proposed amendment application does affect in a substantially adverse manner either the enjoyment of land abutting upon, adjoining or across a street from the planned unit development or the public interest, and therefore should not be approved. In this case, neighboring housing developments are adversely affected and through informal petitions signed and submitted to the TOE, have voiced their community support of opposition to any proposed amendment of a school land swap. In addition, Mountain Recreation representatives have outlined in a letter dated December 3, 2020, their multiple

reasons why an approval of a land swap would adversely affect Mountain Recreation services and residents of the TOE in general. They have referenced the 'Conditions for Amendment' as well.

-Developer admits: *"Recognizing that this is a change in use that could be viewed as potentially impactful to the adjacent Soleil neighborhood Haymeadow is willing to commit to a 300-foot vertical building setback from the Soleil boundary and to landscape within that setback area in a manner that will create a strong buffer area between the two residential uses."* (1.1.2 Tract E/Neighborhood A, Detailed Description-Page 10)

In the statement above, developer points out in their proposed amendment application that the Haymeadow amendment does affect in a substantially adverse manner, the residents of Soleil. In what appears to be a diversion from compliance, Haymeadow attempts to mask the situation with landscape suggestions that are not acceptable. The homeowners of Soleil have overwhelmingly and collectively voiced their opposition to this proposed amendment to swap school land with a MF unit development; additionally, the noncompliance per section 4.11.050A(2) still exists.

-Developer indicates: *"the approved PUD Development Plan would be amended to enlarge the existing Neighborhood A1 area to include the 14.2 acres of Tract E and the 14.2 acres would be designated for multi-family construction. The existing multi-family density of 112 units that is currently approved for Neighborhoods B & C would be transferred to Neighborhood A1. Neighborhood A1 is the closest neighborhood to the community core and at 41.7 acres is currently approved for 146 multi-family units and 82 single family/duplex units. In accordance with the objectives of the Eagle Area Community Plan Neighborhood A1 is the highest density neighborhood at 5.4 units per acre. The addition of 14.2 acres and 112 units would shift Neighborhood A1 slightly higher to a density of 6 units per acre."* (1.1.2 Tract E/Neighborhood A, Detailed Description-Page 10/11)

Based on the TOE Amendments to PUD Zoning and Development Plans, Conditions for Amendment, section 4.11.050(3), this proposed amendment confers a special benefit upon the developer, demonstrating a conflict with the proposed modification to swap the school land. In hindsight and maybe a glaring lack of planning, the developer now proposes this condensed housing scenario in an effort to reduce or recoup costs at tremendous expense to surrounding neighbors/hoods. As stated, prior, the developer had access to all data and information regarding the housing needs of the TOE. This proposed amendment not getting approved, does not prohibit the developer from building the currently approved PUD, which provides a better distribution of the PUD zone districts throughout the development, ultimately one of the reasons for the initial PUD approval. Refer also to the aforementioned Haymeadow's PUD Annexation and Development Agreement Resolution 12 regarding LERP (Local Employee Residency Program).

-The developer suggests: *"We anticipate this (manager's cabin) creating a multi-million-dollar economic opportunity for local businesses."* (For 1.2 Cabin Special Events Venue-page 11)

This statement is based on what data collected or proof that this will be a viable entity for local businesses or the TOE, especially the Eagle residents who provide the tax base to run and maintain such an entity? Has the developer actually provided a cost analysis to the TOE for expenses associated with this cabin both short and long term: maintenance, insurance, liability coverage, water/septic system maintenance, employee costs, parking costs, shuttle costs, etc? With that in mind, would the TOE require an approval from the residents to acquire the cabin? Please also refer to manager's cabin remarks in the introduction section above.

-The developer attempts to mollify by adding: *"Haymeadow does not anticipate any extension of Field Street through the Soleil neighborhood into Haymeadow."* (Access and Traffic-page 17)

What does "not anticipate" mean in developer terminology? Please clarify based on the PUD approved plans. This should be a definite statement.

Please also refer to Mountain Recreation letter submitted December 3, 2020 by Board President, Elizabeth Jones and Board Member, Tom Pohl, referencing their concerns about any potential extension of Field Street. *"One item to note based on the public planning process for the Haymaker Trailhead Concept Plan: The proposed PUD Amendment concept plan illustrating the school parcel does not fully match the adopted Haymaker Trailhead Concept Plan's outline for the school portion of the parcel, as uses were blended. The proposed parcel boundary shown appears to suggest that a road centerline could be constructed from the current terminus of Field Street to the future unnamed street connecting to Neighborhood A. The impacts of traffic flows through the adjoining neighborhood were considered during the concept planning process following resident comment and review of the Soleil development plans. The Haymaker Trailhead concept plan specifically included installation of a gate past the Field Street terminus with the idea that the gate was intended to be opened only for special events such the CHSAA regional and state mountain bike competitions or large tournaments. Traffic flows created by opening a street from Soleil Homes through a multi-family development to Neighborhood A1 may trigger a desire to review projected traffic impacts to the Soleil neighborhood based on that public input process."*

-The developer states: *"The applicant has had an early conversation with representatives of the Greater Eagle Fire Protection District. At this time there are no identified negative impacts associated with the shift in location of the school and multi-family uses. The new school site would be located right across the street from the Haymeadow fire station."* *"The cabin will continue to be accessed via the existing driveway from Brush Creek Road. This driveway will be improved and widened to a year-round gravel surface with pull-off lanes. The increase in traffic on Brush Creek Road will be minimal compared to the background traffic levels given the intent to have large events shuttled to the site."* (For 2.0 Access and Traffic, Emergency Services-page 17)

It is preferred that the Greater Eagle Fire Protection District voice whether any negative impacts can and will be identified with potentially moving the school land, rather than a developer who would benefit from a swap stating, at this time none exist.

Regarding the proposed school swap to Neighborhood C, for students/staff members and especially as a parent, the red flag is being raised about safety issues. Having a fire department directly across the street that would potentially have emergency dispatch situations simultaneously occurring during a congested drop-off or pick-up with carpool lines, parents, staff, and students in close proximity or blocking throughways, doesn't sound as though no negative impacts exist with a shift in school location. Additionally, students (K-8th grade) that may ride their bikes to school create further trepidations for safety when firetrucks may be racing to an emergency while conceivably having to dodge children at the same time. There is a higher speed limit (40) on BCR and stop signs that would be placed at the entrance to BCR. All of this would cause additional backups to BCR access and congestion on a street that hypothetically would house the school and the fire department. One might conclude that all of this certainly seems to lend itself to negative impacts.

Due to the emergency concerns and potential negative impacts for the land swap of school to Neighborhood C, it is important to reiterate what might occur if the developer is allowed to proceed with a swap. This creates a snowballing effect with BCR access: increased traffic and congestion mentioned above, noise pollution related to manager's cabin events, safety issues with the close proximity of a fire department to a school, higher posted speeds of 40 on BCR and current flow of traffic going to and from Sylvan Lake, Frost Creek, trails, ranches/homesteads and soon from Ouzel once connected. Has the developer or TOE actively reached out to BCR/Eagle Ranch residents especially near Ouzel, letting them know of this proposal? With all of this in mind, we feel the current approved school location actually emulates the "country land feel" better in its setting, safety with traffic speeds, and less congestion.

Finally, in response to this proposed Haymeadow PUD Amendment 2020, as residents of Soleil and surrounding neighborhoods, please take these statements and responses to this proposal into serious consideration as to why this swap of land should not happen. Notwithstanding our stated concerns, questions, and objections to the proposed school swap, we reserve the right to consult with counsel to determine if legal action is necessary to protect our interests.

Thank you for your time and consideration.

Your Soleil and surrounding Eagle residents and neighbors.

From: [Andrew Broderick](#)
To: [Jessica Lake](#)
Subject: Opposition to the Haymeadow Swap
Date: Sunday, February 14, 2021 7:13:44 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Lake,

On the behalf of myself and my family - Katherine, my wife and Robert, my son, we, residents of 1380 Montgomerie Circle, Eagle, CO 81631, voice our strenuous opposition to the Haymeadow Swap.

While our reasons for opposition are multiple, the most pressing are:

1. obstructed views of my greater organization and subsequent property value deterioration
2. traffic...will not only suffuse a "hometown" level to a more congested dynamic but we lose the shared parking that Mountain Recreation enjoys.
3. multi-family homes dynamic is visually, aesthetically and economically unsettling

I am pleased to visit with you, via Zoom, and/or to share my feedback in a public forum.

Many thanks
Andy Broderick
(970) 343-0035

From: [alan musser](#)
To: [Jessica Lake](#)
Cc: mikeclaymon@hotmail.com
Subject: Haymeadow Swap
Date: Monday, February 15, 2021 6:26:22 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jessica, I live on Eagle Ranch Road (2315), and want to state emphatically that I OPPOSE the land swap the developer is proposing.

Here are my key reasons:

- The TOE and developer worked long and hard to come up with the plan that is the current PUD, and has been in place for years. There is no compelling reason to change the result of all that hard work.
- If the developer is concerned about financial impacts, those are the developers issues, not residents and not the town. Don't let the developer foist their concerns on the TOE!!
- We were told when we decided to build here in 2015, in the city offices by Tom (I forget last name but he was town manager before Brandy), that Brush Creek would remain a 2 lane country road in perpetuity.
- The proposed location change only benefits the developer, not the town. With the school in original location the developer can still build the entire development according to the original plan.
- The offer to rebuild and turn the "cabin" into an attraction is a cheap, little distraction. It has nothing to do with core issue, which is what was approved in the original PUD, and that there is NO compelling reason to make any changes. Don't be distracted by the developer putting up this shiny object.

I am trusting that the TOE will make the right decision for the residents of this town, not for some out of state developer. I will be at the PUD meeting on March 2.

Thank you,

Al Musser
2315 Eagle Ranch Rd

From: [Kirstin Shaw](#)
To: [Jessica Lake](#)
Subject: PUDA20-21 Haymeadow PUD Major Amendment
Date: Monday, February 15, 2021 9:39:09 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

As an adjacent land owner I would like to respond to the proposed amendments for the Haymeadow development.

1. Where would the school ground be swapped? Currently its location is ideal for minimizing traffic any further out of the town.

2. Renovating the cabin on open space for use as an event center would be in direct conflict with what the DOW has recommended in complying with avoidance of critical wildlife habitat. This cabin has been a key location for wintering elk populations and continues to be a calving site in the spring. There is also a large hunting presence in the fall which would present a danger to any event attendees. Personally I think it is a terrible idea to encourage people to loiter in large numbers in close proximity to our wildlife areas.

3. I would like to again suggest an amendment to NOT PAVE the walking path against the Norther border of the development, thus making it seasonal and not maintained by the town in snowy months. This would encourage pedestrian traffic to migrate centrally rather than the outer borders of the development against critical wildlife habitat.

Thank you,
Kirstin Shaw
2189 Brush Creek Rd Eagle

Sent from [Mail](#) for Windows 10

From: [Frank McCluer](#)
To: [Jessica Lake](#)
Subject: Haymeadow Swap
Date: Tuesday, February 16, 2021 2:45:23 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Elaine Kuntz
Frank McCluer
PO Box 3265
(3101 Montgomerie Circle)
Eagle CO, 81631

To:
Jessica Lake

We would like to comment on the Haymeadow Swap that is to be on the agenda at town meetings.

We live in the neighborhood and oppose the swap and change in plans.

The original location made good sense and would benefit the Mountain Recreation and town with shared facilities. Parking for both school and events seemed a good plan.

We worry that parking will be a problem that could even affect our street if a high density complex is in that area.

Having the park and school in the current location seemed like a plus for the neighborhood and we want to see it happen.

Elaine Kuntz
Frank McCluer

From: [David Dieter](#)
To: [Jessica Lake](#)
Subject: Haymeadow school relocation
Date: Sunday, February 21, 2021 5:17:25 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jessica: I oppose the movement of the planned school. This is a move by the developer to save money at our expense. If you have ever been around a school such as this at pick-up time you

know; the traffic is intense. They should be held to the original plan. Their action is text book bait-and-switch. Bait-and-switch is illegal in this state-oh wait its illegal in all states!

Dave Dieter
17 Fir Ct., Eagle

From: [DEBRA DIETER](#)
To: [Jessica Lake](#)
Cc: [Mike Claymon](#)
Subject: Haymeadow school site
Date: Sunday, February 21, 2021 5:29:24 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Jessica--

I am writing with regard to the proposed change in location for the school in the Haymeadow development. I believe that changing this location is not in keeping with what everyone in the surrounding area expected. This is a huge development that will already have major impacts on the surrounding neighborhoods, and those residents deserve to have things built according to the original plan.

There were also extensive analyses of the area that would have to be ignored in order to make this swap. Any problems the developer has with the original location are those of the developer and should not be foisted upon the surrounding neighborhoods. The original location also has safety, traffic and resource advantages that would be lost in the swap.

There are many other reasons for denying this swap, but the ones stated above should be more than enough to justify denial. Please considering refusing to allow this huge change in Eagle to have any further negative impacts. Thank you. Debra Dieter 303.549.7857

From: [Linda Bennett](#)
To: [Jessica Lake](#)
Subject: Opposition to proposed Haymeadow land swap
Date: Monday, February 22, 2021 4:07:57 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am vehemently opposed to the Haymeadow school land swap and I strongly encourage denial of this proposal for the following reasons:

1. Every Soleil homeowner relied on the original PUD approval when purchasing at Soleil Homes and accepted that a school was slated to be built adjacent to Soleil. Swapping the school parcel for high density housing will negatively affect Soleil's property values. It is unacceptable to allow this land swap solely to financially benefit a private developer at the expense of Soleil homeowners.
2. The only reason the developer is proposing this swap is because of his mismanagement of the construction process and his inability to oversee a construction project of this magnitude. This development has taken 17 years to get to this point. The only person who benefits from the swap is the developer - not the people of Eagle.
3. The developer would like this swap to happen because the infrastructure that is currently in place does not reach where the multi-family units need to be. He wants to build the inexpensive units to sell them to fund the next stage of the development. The swap would negatively impact Soleil homeowners due to reduced property values from adjacent high density housing and blocked mountain views. Soleil homeowners should not bear the burden of the developer's financial challenges.
4. As stated in the submittal, "In accordance with the Town of Eagle Code Section 4.11.050 an approved PUD zoning plan or an approved PUD development plan may be amended if the applicant demonstrates that the proposed modification: 2. Does not affect in a substantially adverse manner either the enjoyment of land abutting upon, adjoining or across a street from the Planned Unit Development or the public interest." Soleil homeowners will absolutely be substantially adversely affected due to reduced property values resulting from moving the high density units closer to Soleil, and due to obstruction of mountain views, which the developer admits.
5. The original site was chosen for the school to decrease traffic and to share facilities and fields with the Town of Eagle and Mountain Recreation. The school kids would be able to have walkable access to fields, bike trails, playgrounds, skating rinks, skate parks, and more. By moving the school a mile away, this all but eliminates the possibility for Eagle's children to benefit from the Town's vision. Additionally, by having the school in its planned

location, the Town of Eagle will be able to host even more bike and hockey tournaments, thus bringing in significant revenue.

6. Mountain Recreation is strongly opposed to the school land swap PUD amendment as indicated in their referral response. Eagle Pool and Ice Rink expansion plans are already in progress using the current school location. This proposal reduces opportunities for shared facilities between the school and Mountain Recreation as well as eliminating shared parking between Mountain Recreation and the school.

7. During the PUD process there was an extensive traffic study regarding the school placement in an effort to avoid traffic issues currently experienced with Brush Creek Elementary. Traffic patterns will be negatively impacted by the proposed school location, and a potentially dangerous and unsafe situation would be created with the new location of the school being adjacent to the Haymeadow fire station.

8. In the original school site, these multi-family units will not conform to the Elevate Eagle plans in a variety of ways, including density, look, feel, location relative to I-70 and business and bus lines, and intention.

9. If this proposal is denied, the developer can still proceed with this development and affordable housing options can still be provided according to the existing PUD. If it is approved, surrounding homeowners cannot recover their property values and mountain views.

Thank you for your consideration.

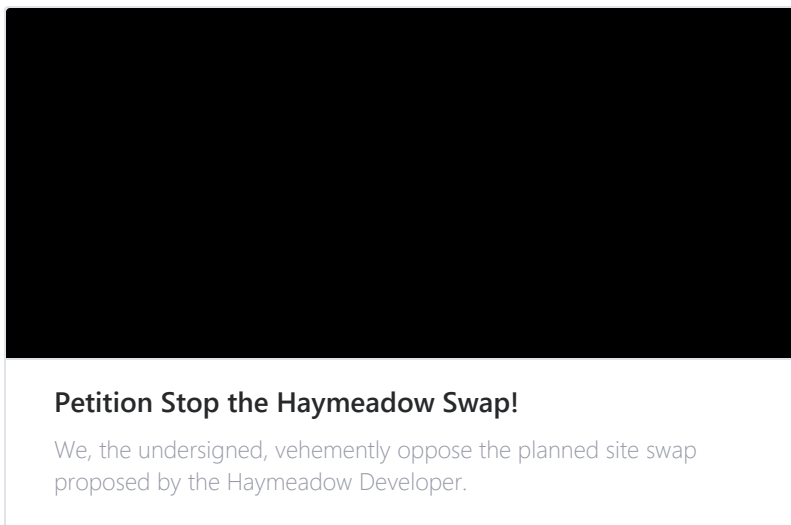
Linda Bennett

From: [David Blum](#)
To: [Jessica Lake](#)
Subject: Please do not swap the Haymeadow school site.
Date: Monday, February 22, 2021 10:52:32 AM

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Jessica.

I'm sending you this email to express my opposition to swapping the school site for the Haymedow development, per this petition: [Petition Stop the Haymeadow Swap!](#).



I'm a homeowner at 301 Tanager street. I purchased this property partially because of the planned school next to the Ice Rink.

Please let me know if this email should be directed elsewhere.

Thank you

David Blum
301 Tanager St
970-471-9384.

SIGN IN JOIN CONTRIBUTE



Lizzy Owens 10

Stop the Haymeadow Swap!

33 people have signed this petition. Add your name now! →

33 people have signed.

4%

Brian Bickel signed recently

We, the undersigned, vehemently oppose the planned site swap proposed by the Haymeadow Developer. The Developer proposes taking the current school site and swapping it with one close to a mile away. In the original school site, the Developer would like to build approximately 200 multi-family units that are three-stories tall.

The Developer would like this swap to happen because the infrastructure that is currently in place does not reach where the multi-family units need would be, and he will build the inexpensive units to sell them to fund the next stage of the development.

The original site was chosen for the school to decrease traffic and to share facilities and fields with the Town of Eagle and Mountain Rec. The school kids would be able to have walkable access to fields, bike trails, playgrounds, skating rinks, skate parks, and more. By moving the school a mile away, this all but eliminates the possibility for Eagle's children to benefit from the Town's vision. Additionally, by having the school in its planned location, the Town of Eagle will be able to host even more bike and hockey tournaments, thus bringing in significant revenue.

SIGN PETITION

business and bus lines, intention), including offering enough parking. They are

claimed to be workforce housing, but there is not a single bus route that goes through Eagle Ranch.

The only reason that the Developer is proposing this swap is because of his mismanagement of the construction process and his inability to oversee a construction project of this magnitude. The only person who benefits from the swap is the Developer--not the people of Eagle.

Share for Success

10 COMMENTS

Gregory Meister

Feb 22, 2021

☐ Feb 22, 2021
upvote reply show

The developer needs to stick to the original plan, that was agreed to.

Julia Parker

Feb 22, 2021

☐ Feb 22, 2021
upvote reply show

No swap. The project as a whole does not seem very well planned to meld with our Eagle Community. Changing what was already controversial approval of development does not make sense. Any way to re-write the whole script out there and use the Colby place as an example and create ranchettes. Just thinking out loud.

John and Karen Field

Feb 13, 2021

☐ Feb 13, 2021
upvote reply show

Block views, Properties Value, congestion

Dave Gerdes

Feb 13, 2021

☐ Feb 13, 2021
upvote reply show

The developer has failed to plan and communicate. There does not appear to be a good reason for this change that benefits anyone but the developer. Take a look at the status updates on Haymeadow.com to see the developers total lack of communication to the community.

Linda McLaughlin

Feb 13, 2021

☐ Feb 13, 2021
upvote reply show

Please don't allow the swap to take place. The best plan is already in place.

Janice Tonz

Feb 13, 2021

☐ Feb 13, 2021
upvote reply show

SIGN PETITION

Laura Howe
Feb 12, 2021

☐ Feb 12, 2021
upvote reply show

I vehemently oppose the Haymeadow Swap.

Peter Leibig
Feb 12, 2021

☐
upvote reply show
Feb 12, 2021

Stop the Swap!

RIC TURMEL
Feb 12, 2021

☐ Feb 12, 2021
upvote reply show

The developer's error/lack of resources should not be assisted by the government.

Brian Bishop
Feb 12, 2021

☐ Feb 12, 2021
upvote reply show

Absolutely not... this will impact our home value as soon as it's put in place.

[Sign in](#) to comment

33 SIGNATURES

- 4 hours ago
Devra DiDomenico United States
- 4 hours ago
- 4 hours ago
LaRae Keyes United States
- 4 hours ago
- 4 hours ago
Beth Morrison United States
- 4 hours ago
- 4 hours ago
Gregory Meister United States
- 4 hours ago
- 4 hours ago
Lori Tarpey United States
- 4 hours ago
- 5 hours ago
James Suhadolink United States
- 5 hours ago
- 5 hours ago
Angie Kriedeman United States
- 5 hours ago
- 6 hours ago
Julia Parker United States
- 6 hours ago
- 22 hours ago
David Dieter United States
- 22 hours ago
- 22 hours ago
Debra S Dieter United States
- 22 hours ago

[See More](#)

SIGN PETITION

From: [Katie Carden](#)
To: [Jessica Lake](#)
Subject: Haymaker Land Swap Ojection
Date: Monday, February 22, 2021 11:35:38 AM
Attachments: [PastedGraphic-1.png](#)

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Hi Jessica,

My name is Katie Carden. My family recently moved from Breckenridge to Eagle. My husband has worked in the Valley for years and commuted from Breck. We were so excited to finally move west to this wonderful community. We purchased our home in May of 2020 in the Soleil Homes at Brush Creek. We purchased after considerable evaluation of the various neighborhoods in Eagle. We were fully aware of plans of the Haymaker development. The developer, however, is trying to change those plans. Below are the reasons we believe the proposed land swap should be denied:

- 1) Surrounding homeowners bought homes based on the advantages of the current school location
- 2) Negatively impacts surrounding homeowners due to reduced property values and blocked mountain views
- 3) Disregards the extensive process by TOE and ECSD during the PUD process to determine the best school location
- 4) Consequences of the inadequate planning and budget mismanagement should be the burden of the developer and not surrounding homeowners
- 5) Affects surrounding homeowners in a substantially adverse manner and should be denied per TOE Code Section 4.11.050
- 6) Results in a chopped up development
- 7) Reduces opportunities for shared facilities between the school and Mountain Recreation
- 8) Shared parking between Mountain Recreation and the school is eliminated
- 9) Traffic patterns will be negatively impacted by the proposed school location
- 10) A potentially dangerous and unsafe situation would be created with the new location of the school being adjacent to the Haymeadow fire station
- 11) Clustering multi-family units in a small area results in traffic and parking problems
- 12) The "country lane feel" of Brush Creek Road is negatively impacted
- 13) Eagle Pool and Ice Rink expansion plans are already in progress using the current school location
- 14) Mountain Recreation is strongly opposed to the school land swap PUD amendment
- 15) If this proposal is denied, the developer can still build Haymeadow according to the existing PUD
- 16) If this proposal is denied, affordable housing options can still be provided according to the existing PUD
- 17) The proposed school location only benefits the developer by allowing deferral of some infrastructure costs
- 18) Keeping the school in its current location is just common sense which is why that location was chosen originally

Thank you for your service and investment in our community!

Katie Carden

720.539.5890
Vail Valley Young Life
WyldLife Director



From: [Mike Clayton](#)
To: [Jessica Lake](#)
Subject: Haymeadow Land swap opposition letter
Date: Monday, February 22, 2021 4:02:57 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I am opposed to the Haymeadow school land swap and I strongly encourage denial of this proposal for the following reasons:

KEEPING THE SCHOOL IN ITS CURRENT LOCATION IS JUST COMMON SENSE WHICH IS WHY THE CURRENT LOCATION WAS CHOSEN ORIGINALLY.

1. Every Soleil homeowner relied on the original PUD approval when purchasing at Soleil Homes and accepted that a school was slated to be built adjacent to Soleil. Swapping the school parcel for high density housing will negatively affect Soleil's property values. It is unacceptable to allow this land swap solely to financially benefit a private developer at the expense of Soleil homeowners.
2. The developer claims that the real estate market has changed since the PUD approval in 2014. Because of this, they want to build the high density housing sooner and in a location closer to the beginning of the development. The real estate market changes constantly, and if the developer had not had so many delays perhaps he could have taken advantage of the market as it was at the time of his original proposal. Also, if they didn't foresee this housing demand in 2014, they were the only ones in the whole valley who didn't know about it. This has been a problem since I have lived in Eagle County for the last 31 years and is not a reason to change the location of the school. If this proposal is denied, affordable housing options can still be provided according to the existing PUD.
3. The proposed land swap financially benefits the developer due to deferring infrastructure costs. It negatively impacts Soleil homeowners due to reduced property values from adjacent high density housing and blocked mountain views. Soleil homeowners should not bear the burden of the developer's financial challenges.
4. The placement of the school was extensively thought through by Town of Eagle staff and the school board during the PUD process. There was an extensive traffic study regarding the school placement in an effort to avoid traffic issues currently experienced with Brush Creek Elementary. It was decided that they didn't want traffic driving through a neighborhood. Additionally, the original location allows the school and Mountain Recreation to share facilities and resources. The location of the school should not be changed because of the developer's financial issues.
5. This development has taken 17 years to get to this point which shows very inadequate planning. The developer submitted and received approval for a specific land distribution, which Soleil homeowner's relied upon. Now the developer wants to defer infrastructure costs, so is proposing the land swap, which again highlights his inadequate planning. The consequences of the inadequate planning and budget mismanagement should be the burden of the developer and not surrounding homeowners.
6. The ECSD support for the land swap is ONLY about the perspective of a new school and has NOTHING to do with what is best for the community and how it affects neighboring homeowners and our community as a whole.
7. As stated in the submittal in the introduction, they talk about several seemingly noble reasons that they are proposing this amendment such as increased density nearer the town, and workforce housing for locals. Don't be fooled. The real reason, as they told us at a meeting on 10/23, is all about money and deferring infrastructure costs and has nothing to do with helping the community.
8. As stated in the submittal, "In accordance with the Town of Eagle Code Section 4.11.050 an approved PUD zoning plan or an approved PUD development plan may be amended if the applicant demonstrates that the proposed modification: 2. Does not affect in a substantially adverse manner either the enjoyment of land abutting upon, adjoining or across a street from the Planned Unit Development or the public interest." Soleil homeowners are absolutely substantially adversely affected due to the reduced property values by moving the high density closer to Soleil and obstruction of mountain views, which the developer admits.
9. Mountain Recreation is strongly opposed to the school land swap PUD amendment as indicated in their referral response. Eagle Pool and Ice Rink expansion plans are already in progress using the current school location. This proposal reduces opportunities for shared facilities between the school and Mountain Recreation as well as eliminating shared parking between Mountain Recreation and the school.
10. Traffic patterns will be negatively impacted by the proposed school location and a potentially dangerous and unsafe situation would be created with the new location of the school being adjacent to the Haymeadow fire station.
11. Clustering multi-family units in a small area results in traffic and parking problems and the "country lane feel" of Brush Creek Road will be negatively impacted. From an architectural perspective, this proposal results in a "chopped up" development which just looks bad.
12. If this proposal is denied, the developer can still proceed with this development. If it is approved, surrounding homeowners cannot recover their property values and mountain views.

KEEPING THE SCHOOL IN ITS CURRENT LOCATION IS JUST COMMON SENSE WHICH IS WHY THE CURRENT LOCATION WAS CHOSEN ORIGINALLY.

Thank you for your thoughtful consideration.

Mike Claymon
116 Soleil Circle
Eagle, CO

From: [Amy Gornikiewicz](#)
To: [Jessica Lake](#)
Subject: Haymeadow Land Swap
Date: Monday, February 22, 2021 4:41:19 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please add our names to the list of residents opposed to the Haymeadow land swap for the following reasons, as well as those listed below by our fellow residents/neighbor's.

- **INAPPROPRIATE MIX:** though the Area plan does call for concentration within designated growth boundaries, it also mentions not putting unlike or inappropriately matched developments together such that one will negatively impact the other. A low rent housing project would most certainly do this. Also, it would be one thing if we had known this BEFORE we purchased our homes adjacent to this property.
- **VIEW CORRIDORS:** the plan also states that new development should not negatively impact view corridors. The Hey Meadow development has already done so with some of their landscaping, and these proposed buildings, according to the architectural virtual illustration, will severely do so if this swap is approved. Many residents bought their homes predominantly (some even paid a premium) BECAUSE of these views, and the enhanced resale value which would be negatively impacted by this development. Again, it would be different if people knew upfront. If the proposed units were positioned differently to help maintain views, and their proposed berm/landscaping hid more of the buildings, some of us might be slightly more receptive?
- **LIFESTYLE:** you can spin it however you like, but these units as well as other inappropriate future development the town has approved, will NOT be affordable housing for those intended. It WILL be just more affordable housing for slum lords and for profit property interests. Thus, these so-called affordable units will not be affordable to the intended market, especially the teachers etc, used as a selling point by the developer. NOTE: the average teacher salary in Eagle county is \$49,060 per year, making these units hardly affordable. This will only make our existing housing problem worse, by adding more unaffordable rental units, that will be overpopulated in order for the residents to afford rent. Add to this equation, the added, unaccounted for number of vehicles that this will cause i.e., (unintended roommates, overnight boy/girl friends, couch surfers etc). Thereby adding significantly more people than intended and adding parking problems. This, and the coming and going at all hours due to the shifts required for service workers, will also have a negative impact on lifestyle of our neighboring development. Again, many bought in our development because this would not be a factor.

Though it is unfortunate that the developer has mismanaged the project and is over budget, it is ridiculous and inappropriate to even consider forcing residents to be socially, psychologically and economically impacted because of this.

Many of our neighbors purchased their Soleil homes based on the FACTS contained in the existing development plans, therefore it is highly reprehensible and inappropriate to approve this swap for this reason alone, let alone the above mentioned idiosyncrasies, as well as the 18 reasons below.

As long time tax paying Eagle homeowners, we respectfully call on you to protect our interests and lifestyles, by doing the right thing and rejecting this swap!

Thank you for your time!

Anxiously,
Amy Gornikiewicz
Pete Danforth

- 1) Surrounding homeowners bought homes based on the advantages of the current school location
- 2) Negatively impacts surrounding homeowners due to reduced property values and blocked mountain views
- 3) Disregards the extensive process by TOE and ECSD during the PUD process to determine the best school location
- 4) Consequences of the inadequate planning and budget mismanagement should be the burden of the developer and not surrounding homeowners
- 5) Affects surrounding homeowners in a substantially adverse manner and should be denied per TOE Code Section 4.11.050
- 6) Results in a chopped up development
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- 8) Shared parking between Mountain Recreation and the school is eliminated
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- 16) If this proposal is denied, affordable housing options can still be provided according to the existing PUD
- 17) The proposed school location only benefits the developer by allowing deferral of some infrastructure costs
- 18) Keeping the school in its current location is just common sense which is why that

location was chosen originally

Amy Gornikiewicz
Pete Danforth
106 Soleil Circle
(Box 721)
Eagle 81631

From: [Melissa Johnson](#)
To: [Jessica Lake](#)
Subject: Haymeadow swap
Date: Monday, February 22, 2021 10:42:57 AM

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Hi Jessica,

We live in the Soleil area and we oppose the land swap for many reasons all of which I am sure you have heard. For us it is mainly about the land swap affecting coordination between mountain Rec and the new school and how the swaps effects the expansion of Rec facilities which I feel is hugely important.

We are also concerned about traffic and parking in our area as many kids play and bike here.

Thanks for passing our objections along,
Melissa Johnson

From: [LaRae Keyes](#)
To: [Jessica Lake](#)
Subject: Haymeadow Project
Date: Monday, February 22, 2021 4:03:54 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Jessica,

My husband, Bruce, and I adamantly oppose the proposed Haymeadow Project updates. We moved from Colorado Spring to Eagle in July 2019 and looked at several homes before deciding upon 26 Soleil Circle. Although, we were a little leary of the proposed plans. Now, we're LIVID at what the developer is trying to do.

Everyone that purchased in Soleil Homes did so with the understanding of the school being behind our neighborhood with fields and facilities shared with Mountain Recreation. Most of us would NOT have purchased in Soleil Homes had the tentative updated plans been in place.

We also bought our home with the understanding that Eagle County Schools are currently shrinking and it would likely be 10 plus year before a school was even feasible.

The developer has stated to our neighborhood that he wants the land swap because he's out of money and with the land swap he doesn't have to put in more utilities. Quite frankly, that's NOT our problem. My husband has a bachelor's degree in Construction Management and the amount of time it has taken to put in the current utilities and road is ridiculous. Bruce has worked on numerous constructions sites and we had our own residential construction company from 2004-2009. It is very apparent that the developer has NO idea what he's doing.

It baffles us that the developer intends to put 200+ units right behind our neighborhood with the intention of charging over \$400 per square foot. The homes in Soleil are much nicer and most of us bought them between \$200-\$250 square foot. This does not support the town's concerns about creating more affordable housing.

Another concern is all noise level behind our neighborhood with multiple level condos and apartments. Again, we purchased our home with the understanding that a school was to be placed in that location. The added traffic is also a concern to our neighborhood and the town of Eagle. Eby Creek, Capitol Street, Grand Avenue are already to the max during "rush hour." The airport expanding has further increased our traffic. Should the Haymeadow project go through as intended this will add hundreds of cars going through already congested areas. I have yet to hear of the town adding another I-70 exit to support the Eagle Airport, Costco, Eagle Ranch Community and the new Haymeadow Project.

Bruce and I hope you take our concerns with serious consideration. We're thrilled that Mountain Recreation has also stated that they do NOT want the land swap as to share facilities with the school later on. It's important to keep Eagle as a family community without devaluing our property. The land swap devalues all of the properties within Soleil Homes.

Thanks,
LaRae and Bruce Keyes
26 Soleil Circle

719-237-5741

From: [Reba Steffen](#)
To: [Jessica Lake](#)
Subject: We object to the hay meadow swop
Date: Monday, February 22, 2021 8:49:31 PM

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Hello Jessica and community!

My family requests the development of the hay meadow plan stay intact and not be changed with a new plan. Please stand by integrity. The swop does not sound like a good idea for our neighborhood. It is essential we keep the school easily accessible. Plus it only makes sense it is near the Rec center. Please make this a priority. The children will thrive with these collaborative resources. Parents will feel confidence they are raising children in the right place. This is a foundation for a healthy community.

Thank you for your service,

Rebecca Steffen
572 Montgomerie Circle

From: [Sue Baran](#)
To: [Jessica Lake](#)
Subject: Proposed Haymeadow Land Swap
Date: Tuesday, February 23, 2021 5:34:04 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Jessica,

We strongly oppose the proposed Haymeadow Land swap currently under consideration. We own a house on Field Street and would be negatively impacted by this change.

The current proposed land swap benefits the developer to fix his inadequate infrastructure planning while reducing our home value and those of our neighbors. The high concentration of the multi-family housing and lack of planning for parking and traffic considerations will be a burden on current homeowners.

Because we live on Field Street, we are concerned about it being made a through street to this new development which would cause a large amount of traffic on our street. When we purchased this property, the current PUD had been approved and as far as we understand, such a substantial change to the plans would not be allowed as an amendment.

As homeowners in the Soleil area, we are in agreement with the Stop the Haymeadow Swap Committee's Response to Haymeadow PUD Amendment 2020 and urge you to consider the many concerns and reasons for opposition shared in that letter.

Thank you for your consideration,
Susan and Jeff Baran
74 Field Street
Eagle, CO 81631

From: kakerekes@aol.com
To: [Jessica Lake](#)
Subject: PUDA20-01 Haymeadow PUD Amendment
Date: Tuesday, February 23, 2021 12:51:54 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am opposed to the Haymeadow land swap. My opposition is based on my understanding of the following.

Thank you.

Karla Kerekes 0039 Baler Ct

- 1) Surrounding homeowners bought homes based on the advantages of the current school location
- 2) Negatively impacts surrounding homeowners due to reduced property values and blocked mountain views
- 3) Disregards the extensive process by TOE and ECSD during the PUD process to determine the best school location
- 4) Consequences of the inadequate planning and budget mismanagement should be the burden of the developer and not surrounding homeowners
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- 17) The proposed school location only benefits the developer by allowing deferral of some infrastructure costs
- 18) Keeping the school in its current location is just common sense which is why that location was chosen originally

From: [Linda McLaughlin](#)
To: [Jessica Lake](#)
Subject: Hay meadow project
Date: Tuesday, February 23, 2021 5:05:12 PM

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Hello!

Please leave the development plans as is. They aren't broke. Don't try and fix them!!!

Regards,

Linda McLaughlin
0644 Montgomerie Cir.
Eagle, CO 81631
303-908-0862

Sent from my iPhone

From: [Lizzy Zacharias Owens](#)
To: [Jessica Lake](#)
Subject: Opposition to Haymeadow for the P&Z Committee
Date: Tuesday, February 23, 2021 11:23:00 AM
Attachments: [P&Z.pdf](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Jessica,

Attached is my letter of opposition for the Haymeadow Swap. I have something else pending-
-what's the time limit for submission to be included in the P&Z Committee packet?

Thanks!
-Lizzy

February 23, 2021

Dear Town of Eagle Planning & Zoning Committee Members:

I am writing to you as a Soleil homeowner to express my ardent opposition to the proposed land swap from the Haymeadow Development. I moved to Eagle in December 2018 into the Soleil neighborhood, and I did so with the understanding of what the surrounding area would look like in the near- and long-term future. That understanding included a school neighboring my development's property. In the past few months, I was incredibly disappointed to learn about the proposed land swap, for the following reasons:

- As stated above, I bought my house with the knowledge that there would be a school close by to our neighborhood. I was excited about that prospect, and even more so when we realized that the school would feed into the proposed Mountain Rec community center.
- Some of our neighbors paid a premium for a view of the New York Range and with the understanding that the school will be there. The proposed land swap and altered map with approximately 200 units all together on the western side of the property will obstruct that view and decrease property values. This will leave a very bad impression of the Town of Eagle that developers can just chop and change their developments once they've been approved. It sets a bad precedent and is clearly against TOE Code Section 4.11.050.
- We understand that the Town spent a great deal of time, careful deliberation to determine the placement of the school, ultimately deciding on its original location due to the possibility of shared facilities and resources with the proposed Mountain Rec expansion. With so much deliberation and careful consideration on the location I do not understand why a developer would suddenly want the swap. The current location will be a benefit to the children who attend the school—and their families.
- The proposed swap goes against much of what is outlined in the Elevate Eagle Master Plan (EEMP):
 - Goal 1-1.1: ensure a healthy mix of housing types and densities to allow for greater diversity. This swap does not ensure a healthy mix of housing types—it takes the previously approved configuration of a healthy mix of housing types and completely upends it. By moving all the multi-family units to one section, the swap will not remotely achieve this goal.
 - Goal 2-1.1 is that new development, additions, and renovations should aim to mimic the scale, architectural style, and character of existing and surrounding historic buildings. This proposed swap does not even come close to hitting the target.
 - The proposed swap will have eight buildings of 24 units each, all within close proximity. This is high density--EEMP indicates that High Density neighborhoods should be located near commercial centers and major corridors.
 - Goal 2-8.1 is to Support and preserve the attributes and quality of the "county lane" experience along Brush Creek Road. Placing a high-density multi-family housing section is not supporting nor preserving the "country lane" feel of Brush Creek Road.
 - Goal 3-4.2 is to maintain existing public land boundaries unless the public benefits realized by a land trade or exchange clearly outweigh any negative impacts. The proposed swap only benefits the developer and clearly does not benefit the public. In fact, the proposed swap is a detriment to the community at large: the lack of shared spaces between Mountain Rec and the future school will decrease the ability of the Town's ability to hold tournaments (which would clearly bring in much-needed revenue to the community).
- This proposed land swap will negatively impact the entire town, but mostly the children. The opportunity to have shared facilities—shared land, shared fields, and to be within walking distance of a community center—is a phenomenal one. Making this swap and moving the school would defeat the opportunity in one fell swoop.
- Mr. Cohen has stated that he wants to do the swap because it will save him money as well as earn him money with the sale of multiple units. I do not believe that a developer's budget mismanagement or profit is even remotely a decent reason to make this land swap.

- Part of Mr. Cohen's budgetary issues comes from the fact he put the infrastructure in the wrong spot—it is not near where the high-density buildings are planned to go. This mismanagement is deeply concerning for the long-term viability of the project. Why didn't he put the infrastructure where it needed it be? The infrastructure work has been going for two years—if it takes them this long to do this horizontal construction, how long will it take to finish this development?
- I have lost all confidence in their ability to schedule and manage this development properly given that they are constantly digging up places they've already dug up before to replace piping. Furthermore, they want to propose a swap without having any actual design or understanding of the costs involved.
- On Friday, 10/23, residents of the Soleil Neighborhood *finally* got a meeting with Mr. Cohen to see the renderings and ask him questions.
 - In this meeting, Mr. Cohen showed us renderings. All the multi-family housing is in one spot, making it look a lot like the River Run and Kayak Crossing developments in Eagle-Vail. This does not follow any design or development currently in Eagle now and would not fit in with the surroundings—especially in Eagle Ranch.
 - The renderings also showed that each building has 24 two-bedroom apartments, but only 20 parking spots. If 48 people live there, where are all the cars going to go?
 - This multifamily housing does not have any kind of public transportation anywhere near it, which is a significant issue considering that there isn't enough parking.
 - The pricing of these units is (we are led to believe) around \$400,000 for a one- or two-bedroom unit. A starting salary for an Eagle County School teacher is \$37,000. Just how is the workforce housing supposed to benefit a teacher with that ratio of income to house price?

To be clear, I am not opposed to the Haymeadow development as it stands. I welcome new neighbors and the vitality it will bring to the Town. I am opposed to the land swap and all that it entails.

There are so many reasons to keep the plan as it is, but as far as we can tell, the only reason to move forward with the land swap is to benefit the developer. That's not the way we do things in the Town of Eagle. For the reasons listed above, and others, I am adamantly opposed to the proposed land swap at the Haymeadow development.

Sincerely,

Lizzy Owens
49 Soleil Circle

From: [Gary Scanlon](#)
To: [Angie Kyle](#); [Jessica Lake](#)
Subject: Haymeadow PUD Amendment
Date: Tuesday, February 23, 2021 2:36:24 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Angie and Jessica,

I am writing in opposition to the Haymeadow PUD Amendment. Please forward this email to the Planning and Zoning Commission and the Town Trustees.

In the original Haymeadow PUD proposal, the developer noted that a key feature of Haymeadow is:

“A significant dedication of land for park expansion and a K-8 public school site adjacent to the existing pool and ice arena that will create a tremendous regional park and school site for the entire community”

When the project was first proposed, the Developer, the School District, Mountain Recreation, and the Town all agreed on the best location for the park and school.

It seems obvious that the Developer is now requesting a land swap in order to accelerate his profit into the first phase of the site. There are rumors that the developer wants to make a quick buck now and may then elect to abandon plans to develop the rest of the project.

Although we all hope that the Haymeadow project gets built out as proposed, we must consider the likelihood that the Developer may never construct infrastructure to serve the proposed school site in Area C and may never construct the required traffic improvements. Before considering the land swap, the Town must require that the infrastructure to the proposed school site in Area C is installed now and that the Brush Creek Road Extension is constructed now.

We trust that our Town officials are not going to be fooled into trading a developed parcel of land in the preferred location for an undeveloped parcel in the wrong location.

Thank you,

Gary Scanlon

From: [Shannon Sokup](#)
To: [Jessica Lake](#)
Subject: Hay meadow land swap
Date: Tuesday, February 23, 2021 5:27:09 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jessica,

I oppose the land swap proposed by the HayMeadow developers.

It was not the original plan and the number of housing units in such a close proximity to EPIR would adversely affect the area.

Thank you for your consideration.

Shannon Sokup

From: [Doris Kirchner](#)
To: [Jessica Lake](#)
Subject: Haymeadow PUD Amendment
Date: Wednesday, February 24, 2021 1:57:05 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Jessica,

I appreciate the time spent on the phone with you today regarding concerns related to traffic on Ouzel Lane, Eagle Ranch Road, Sylvan Lake Road and Brush Creek Road with the further development of the Haymeadow project and the relocation of the school site as described in the PUD Amendment.

Concerns:

- 1) When will a traffic impact study be done on Haymeadow, Ouzel Lane and **Eagle Ranch Road**? With the relocation of the school as proposed in the PUD Amendment, the tie in to Ouzel Lane lends to additional traffic on Eagle Ranch Road which is a 2 lane road running through a residential neighborhood with driveways opening to the street, multiple golf course crossings, many children and pets. In my opinion increased traffic is a safety issue that should be acknowledged and planned for ahead of the school project. Waiting for a time in the future to do the traffic study is faulty to the planning process.
- 2) What is the opportunity for a round about to be located at Ouzel and Brush Creek Road? I understand that Brush Creek Road is owned by Eagle County. Is this being considered? Timing of such a project prior to the construction of the school may be important.
- 3) Given the additional traffic impact with the Haymeadow project, when will the building of the Bull Pasture Bypass be achieved? In my opinion having the Bypass will lend to better traffic flow from the Haymeadow project to the main part of the Town and Hwy 6..

Thank you for discussing these concerns.

Sincerely,

Doris Kirchner

From: [Lucila](#)
To: [Jessica Lake](#)
Subject: Stop the Haymeadow swap
Date: Wednesday, February 24, 2021 11:24:02 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please don't allow another developer to take advantage of out town . This swap should not be allowed, please stick to the original plan .

To me, it sounds like the developer needs the swap for his own benefit (obviously). There's a reason why that land was assigned in the original plan , let's not change it just because the developer run out of money .

Thanks!

Lucila Tvarkunas

Sent from my iPhone

2.23.2021

Eagle Town Council & Planning & Zoning Commission

Delivered via email to: Town Clerk clerk@townofeagle.org

RE: Haymeadow PUD Amendment Application

Dear Mayor and Town Council,

I'm writing to show my support for Haymeadow and the amendments that the developer is proposing to the Haymeadow PUD.

I have been interested in and following the Haymeadow project for some time now. I like the location and everything that living in Eagle has to offer. I currently have housing, but am anxiously awaiting the construction and sale of units in Haymeadow so that I can purchase a home and move to Eagle.

I've met with the development team and understand that the primary focus of their amendment is trading Eagle County School District land in Neighborhood B (18 acres) for land dedicated to the District in Neighborhood A (14 acres) in order to build 112 already approved housing units sooner. This makes sense to me given the lack of housing available in the area. Waiting years to build the same units doesn't solve immediate housing needs. While I can patiently wait for my opportunity to own in Haymeadow, many can't.

As a professional photographer I can also see the demand for an additional high quality space to host weddings and events. The cabin renovation plan also makes sense and should be supported.

Please approve the Haymeadow PUD amendment application. Why wait for something we need now.

Thank you,

Scott Bellow
Edwards, CO



This petition has collected
127 signatures
using the online tools at www.ipetitions.com

Printed on 2021-02-25

Stop the Haymeadow Swap!

About this petition

We, the undersigned, vehemently oppose the planned site swap proposed by the Haymeadow Developer. The Developer proposes taking the current school site and swapping it with one close to a mile away. In the original school site, the Developer would like to build approximately 200 multi-family units that are three-stories tall.

The Developer would like this swap to happen because the infrastructure that is currently in place does not reach where the multi-family units need would be, and he will build the inexpensive units to sell them to fund the next stage of the development.

The original site was chosen for the school to decrease traffic and to share facilities and fields with the Town of Eagle and Mountain Rec. The school kids would be able to have walkable access to fields, bike trails, playgrounds, skating rinks, skate parks, and more. By moving the school a mile away, this all but eliminates the possibility for Eagle's children to benefit from the Town's vision. Additionally, by having the school in its planned location, the Town of Eagle will be able to host even more bike and hockey tournaments, thus bringing in significant revenue.

In the original school site, these multi-family units will not conform to the Elevate Eagle plans in a variety of ways (density, look, feel, location relative to I-70 and business and bus lines, intention), including offering enough parking. They are claimed to be workforce housing, but there is not a single bus route that goes through Eagle Ranch.

The only reason that the Developer is proposing this swap is because of his mismanagement of the construction process and his inability to oversee a construction project of this magnitude. The only person who benefits from the swap is the Developer--not the people of Eagle.

Signatures

1. Name: Brian Bishop on 2021-02-12 18:05:17
Comments: Absolutely not... this will impact our home value as soon as it's put in place.

2. Name: RIC TURMEL on 2021-02-12 18:11:46
Comments: The developer's error/lack of resources should not be assisted by the government.

3. Name: Michael Kleinman on 2021-02-12 18:37:55
Comments:

4. Name: Lizzy Owens on 2021-02-12 18:42:27
Comments:

5. Name: Eamonn Rooney on 2021-02-12 19:08:53
Comments:

6. Name: Matt Owens on 2021-02-12 19:11:43
Comments:

7. Name: Ann E Wahouske on 2021-02-12 20:05:51
Comments:

8. Name: James Van Hekken on 2021-02-12 22:00:21
Comments:

9. Name: Stacy stidger on 2021-02-12 22:14:06
Comments:

10. Name: Amy Gomez on 2021-02-12 22:42:09
Comments:

11. Name: Peter Leibig on 2021-02-12 22:55:16
Comments: Stop the Swap!

12. Name: Laura Howe on 2021-02-12 23:10:00
Comments: I vehemently oppose the Haymeadow Swap.

13. Name: Elizabeth Ronzio on 2021-02-13 02:53:33
Comments:

14. Name: Janice Tonz on 2021-02-13 15:06:34
Comments: I live in Brush Creek Village and oppose this swap for multiple reasons, including the following: negatively effect on property values; traffic congestion on Brush Creek; benefits only the developer, who should follow the original PUD; sets a precedent for future developers to try to bypass the original PUD.
-
15. Name: Linda McLaughlin on 2021-02-13 18:30:33
Comments: Please don't allow the swap to take place. The best plan is already in place.
-
16. Name: Dave Gerdes on 2021-02-13 18:54:36
Comments: The developer has failed to plan and communicate. There does not appear to be a good reason for this change that benefits anyone but the developer. Take a look at the status updates on Haymeadow.com to see the developers total lack of communication to the community.
-
17. Name: Tim Ryan on 2021-02-13 21:30:25
Comments:
-
18. Name: John and Karen Field on 2021-02-13 22:43:12
Comments: Block views, Properties Value, congestion
-
19. Name: Holly Nielsen on 2021-02-13 23:09:32
Comments:
-
20. Name: Katherine Johnson on 2021-02-15 15:38:01
Comments:
-
21. Name: Lizzie Lenox on 2021-02-15 18:30:49
Comments:
-
22. Name: Debra S Dieter on 2021-02-22 00:29:43
Comments:
-
23. Name: David Dieter on 2021-02-22 00:30:32
Comments:
-
24. Name: Julia Parker on 2021-02-22 16:30:31
Comments: No swap. The project as a whole does not seem very well planned to meld with our Eagle Community. Changing what was already controversial approval of development does not make sense. Any way to re-write the whole script out there and use the Colby place as an example and create ranchettes. Just thinking out loud.
-
25. Name: Angie Kriedeman on 2021-02-22 17:39:45
Comments:

-
26. Name: James Suhadolink on 2021-02-22 17:40:36
Comments:
-
27. Name: Lori Tarpey on 2021-02-22 17:44:09
Comments:
-
28. Name: Gregory Meister on 2021-02-22 17:51:59
Comments: The developer needs to stick to the original plan, that was agreed to.
-
29. Name: David Blum on 2021-02-22 17:52:35
Comments:
-
30. Name: Beth Morrison on 2021-02-22 17:53:16
Comments:
-
31. Name: LaRae Keyes on 2021-02-22 18:03:48
Comments:
-
32. Name: Sheryl Staten on 2021-02-22 18:04:59
Comments:
-
33. Name: Devra DiDomenico on 2021-02-22 18:07:27
Comments:
-
34. Name: Kim Bradley on 2021-02-22 18:37:28
Comments: I oppose due to the time and planning involved with the original approval of the school site and the vision to share amenities between the recreation and school districts. Shared amenities is the best use of our tax dollars!
-
35. Name: Samantha Young on 2021-02-22 18:56:28
Comments:
-
36. Name: Megan Saul on 2021-02-22 19:10:22
Comments:
-
37. Name: Linda Bennett on 2021-02-22 19:17:33
Comments:
-
38. Name: Mike Claymon on 2021-02-22 19:20:20
Comments:
-

39. Name: Alison Everett on 2021-02-22 19:53:44
Comments:
-
40. Name: Angela Sommer on 2021-02-22 20:04:18
Comments:
-
41. Name: Beth Ryan on 2021-02-22 20:04:58
Comments:
-
42. Name: Aubrey Tinsley on 2021-02-22 20:08:26
Comments:
-
43. Name: Courtney Moore on 2021-02-22 20:29:44
Comments:
-
44. Name: Kim Anderson on 2021-02-22 20:30:34
Comments:
-
45. Name: Jon Walters on 2021-02-22 20:31:08
Comments: I strongly disagree with the proposed changes the developer is requesting. The new plan is a huge deviation from the proposed plan and will negatively effect the community in a number of ways. They should be forced to stay with their current plan.
-
46. Name: Aly Anderson on 2021-02-22 20:33:27
Comments:
-
47. Name: Amy May on 2021-02-22 20:33:54
Comments:
-
48. Name: Jason Anderson on 2021-02-22 20:44:12
Comments:
-
49. Name: Martha Teien on 2021-02-22 20:53:12
Comments:
-
50. Name: Robert Clasen on 2021-02-22 21:08:00
Comments: Original plan is sensible and more beneficial to the community
-
51. Name: Kelly Karli on 2021-02-22 21:20:23
Comments: The change only benefits the developer not the locals that live in the community. DO NOT SWAP!
-

52. Name: jerome keyes on 2021-02-22 21:35:07
Comments:
-
53. Name: Matt Marple on 2021-02-22 21:53:17
Comments:
-
54. Name: Bethanie Lindal on 2021-02-22 22:05:21
Comments: Completely against this development
-
55. Name: Lauren Bumgarner on 2021-02-22 22:13:51
Comments: The proposed swap does not serve those already living in the community and would also cause significant traffic congestion along Ouzel and Eagle Ranch.
-
56. Name: Natalie Rooney on 2021-02-22 22:44:40
Comments: We need to stop pandering to developers and hold them accountable.
-
57. Name: Carol Carlson on 2021-02-22 22:47:07
Comments:
-
58. Name: William Lott on 2021-02-22 23:05:45
Comments:
-
59. Name: Amy Goldman on 2021-02-22 23:07:52
Comments:
-
60. Name: Renee Wagner on 2021-02-22 23:17:46
Comments: Stop the Swap! I agree with Julia Parker's comment
-
61. Name: Amy Gornikiewicz on 2021-02-22 23:45:50
Comments: What more needs to be said than : The only person who benefits from the swap is the Developer--not the people of Eagle. This does not benefit Eagle.
-
62. Name: Anne Scott on 2021-02-23 00:25:38
Comments:
-
63. Name: Carole Bukovich on 2021-02-23 01:12:46
Comments:
-
64. Name: Jennifer Boggs on 2021-02-23 02:07:40
Comments: The town has made enough concessions to the Haymeadow development already. The swap should not occur.
-

65.	Name: Shannon Dodds	on 2021-02-23 02:29:40	Comments:
66.	Name: Katherine Tyler	on 2021-02-23 02:36:50	Comments:
67.	Name: Bruce Keyes	on 2021-02-23 02:45:46	Comments:
68.	Name: Becky wydra	on 2021-02-23 03:11:40	Comments:
69.	Name: Heather Uzdavinis	on 2021-02-23 03:26:48	Comments:
70.	Name: Rebecca Steffen	on 2021-02-23 03:34:43	Comments:
71.	Name: Carrie Cossette	on 2021-02-23 03:34:49	Comments:
72.	Name: Jennifer Mahaffey	on 2021-02-23 04:32:09	Comments:
73.	Name: Danielle Miller	on 2021-02-23 05:02:49	Comments:
74.	Name: Rebecca Lewandowski	on 2021-02-23 05:48:36	Comments:
75.	Name: Ann Cathcart	on 2021-02-23 15:27:56	Comments:
76.	Name: Shannon Corbin	on 2021-02-23 17:36:30	Comments:
77.	Name: Kristen Green	on 2021-02-23 17:54:32	Comments: The Elevate Eagle plans were created with input from so many constituents and should not be disregarded for one constituent.
78.	Name: Tyra Rudrud	on 2021-02-23 18:36:33	Comments:

-
79. Name: Andrew Broderick on 2021-02-23 19:20:03
Comments:
-
80. Name: Sarah Heredia on 2021-02-23 19:57:37
Comments:
-
81. Name: Susan Baran on 2021-02-23 22:01:00
Comments:
-
82. Name: Jeffrey K Baran on 2021-02-23 23:38:32
Comments: I strongly oppose the landswap. I purchased a home in the Soleil subdivision knowing that a future school would be in the approved location. This is nothing more than a desire by the developer to save money as their original plans were poorly conceived and require additional infrastructure at the early stage of the project. No one other than the developer benefits from the proposal.
-
83. Name: Carling bennett on 2021-02-24 01:33:51
Comments:
-
84. Name: Kelly Reseigh on 2021-02-24 04:12:41
Comments:
-
85. Name: Michael Kleinman on 2021-02-24 18:01:17
Comments: This is a terrible proposal that only benefits the developers
-
86. Name: Gina Van Hekken on 2021-02-24 18:03:49
Comments:
-
87. Name: Shelly mello on 2021-02-24 18:18:27
Comments:
-
88. Name: Becca on 2021-02-24 18:39:02
Comments:
-
89. Name: John Hayward on 2021-02-24 18:51:26
Comments: Thanks Mike
-
90. Name: Todd C Beckum on 2021-02-24 19:39:42
Comments: No to the swap!!
-
91. Name: Dustin Hall on 2021-02-24 20:30:14

Comments:

-
92. Name: Barb Wendell on 2021-02-24 20:35:50
Comments: Put Eagle, our schools, trails, and facilities first over developer interests.
-
93. Name: Anne Scott on 2021-02-24 22:01:51
Comments:
-
94. Name: Patrick Hasselbach on 2021-02-24 22:38:51
Comments: The proximity of the school to the rec center was an important part of this plan.
-
95. Name: Neal Henzler on 2021-02-24 22:50:56
Comments:
-
96. Name: Jena on 2021-02-24 22:59:31
Comments:
-
97. Name: Lindsay Crowder on 2021-02-25 00:21:08
Comments:
-
98. Name: Sarah Janssen on 2021-02-25 00:24:09
Comments:
-
99. Name: Amy Kinser on 2021-02-25 00:24:45
Comments: I oppose this terrible development and land swap. The school needs to be next to the rec center as originally planned.
-
100. Name: Clint Janssen on 2021-02-25 00:25:10
Comments:
-
101. Name: Melissa Reec on 2021-02-25 00:35:08
Comments:
-
102. Name: DeDe Dickinson on 2021-02-25 02:07:12
Comments: This should never have gotten approved in the first place when it's taken Eagle Ranch so long to reach build out and agreeing to the land swap is just one more big mistake!
-
103. Name: Leisa Wood on 2021-02-25 02:10:14
Comments:
-

104. Name: Jean Hoover on 2021-02-25 02:14:13
Comments:
-
105. Name: Elisa Willoughby on 2021-02-25 02:21:21
Comments: Stop please
-
106. Name: Kent Jordan on 2021-02-25 02:40:23
Comments: That area was ear marked more than a decade ago. For Recreation and School so they could share facilities! The developers are just in for greed! Traffic is bad now, don't cram more to that area!
-
107. Name: Randy Redding on 2021-02-25 03:31:12
Comments:
-
108. Name: Rachel Smiley on 2021-02-25 04:43:41
Comments:
-
109. Name: Jan Townsend on 2021-02-25 07:29:56
Comments: Stop this please! This is just wrong.
-
110. Name: Jay Townsend on 2021-02-25 07:31:31
Comments: This is nuts! Stop this swap. No more concessions m!
-
111. Name: Darcy Buster on 2021-02-25 09:13:12
Comments: I hope this gets stopped! I live in Edwards & I'm against the proposed Hive & Riverpark developments. All in the name of helping the housing crisis, at the expense of losing the character & charm of these areas. Pleading to our county to not allow these gross deviations from our original plan.
-
112. Name: Teresa Taylor on 2021-02-25 13:46:42
Comments:
-
113. Name: James Dilzell on 2021-02-25 14:45:41
Comments: This change in plans is not the diverse community we were promised, and is a change that doesn't benefit the town but only the developer. Town of Eagle, please do not approve this change! Continue as planned and put a school where the school was supposed to be!
-
114. Name: Mary Wolf on 2021-02-25 14:46:59
Comments:
-
115. Name: Susan Ballard on 2021-02-25 15:25:25
Comments:

-
116. Name: Linda Pankuch on 2021-02-25 15:46:25
Comments: Totally against
-
117. Name: Hannah Irwin on 2021-02-25 16:51:49
Comments: Let's do what's best for the entire community!
-
118. Name: Dane Bennett on 2021-02-25 18:05:47
Comments:
-
119. Name: Caroline Hall on 2021-02-25 18:08:35
Comments:
-
120. Name: Sue Nikolai on 2021-02-25 19:05:45
Comments: This does not fit in with the original development plan and negates all the advantages of that original plan. Please don't allow this to go through.
-
121. Name: Michelle Applegate on 2021-02-25 19:30:00
Comments:
-
122. Name: Kristin Brown on 2021-02-25 19:40:42
Comments:
-
123. Name: Lauren Shively on 2021-02-25 19:59:14
Comments:
-
124. Name: Megan on 2021-02-25 20:56:37
Comments:
-
125. Name: Maat on 2021-02-25 21:33:22
Comments:
-
126. Name: Tessa Allen on 2021-02-25 21:44:50
Comments:
-
127. Name: Nick Everett on 2021-02-25 21:50:51
Comments: stop this!
-

From: [soodi kick](#)
To: [Jessica Lake](#)
Subject: Swap
Date: Tuesday, March 2, 2021 10:01:09 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am opposed!!!

Sent from my iPhone

From: [Tracy Fernandez](#)
To: [Jessica Lake](#)
Subject: OPPOSITION to the TWO MAJOR AMENDMENTS to the Haymeadow PUD
Date: Thursday, March 11, 2021 8:11:38 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Jessica Lake-Planner I
Community Development Department
Town of Eagle

Jessica,

We are contacting you to express our opposition to the two MAJOR AMENDMENTS for the Haymeadow project as we are adjacent property owners to the subject property. Our home is located at 1951 Eagle Ranch Road. We feel this will directly affect our property in a negative way and we are strongly opposed to both amendments proposed by Brandon Cohen of Abrika Properties.

Please consider this email as our voices for the meeting on Tuesday, March 23, as we cannot attend in person. We have loved our quiet property in Eagle for 15 years. Please do not approve these two major amendments.

Thank you,
Tracy and Michael Fernandez
1951 Eagle Ranch Road

Sent from my iPhone

From: [Clay Vansteel](#)
To: [Jessica Lake](#)
Subject: Haymeadow swap.
Date: Sunday, March 14, 2021 6:37:28 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I would like to voice my opinion and state that I oppose the proposed hay meadow land swap. We're already losing LOTS of parking with the new soccer fields, so if the shared parking from the school is also removed, where is everyone supposed to park for big MTB, BMX and hockey events?

CV

To: Town of Eagle Planning & Zoning Commission and Town Council
Cc: Jenny Rakow, Town Clerk, clerk@townofeagle.org
Re: Support for Haymeadow PUD amendment application
Delivered via email

March 19, 2021

Dear Eagle Town Council and Planning & Zoning Commission,

We contacted Haymeadow last week to find out when homes would be available for reservation or sale. What resulted wasn't necessarily what we hoped, which was to get our name on a presale list or find out when we could buy. What we learned about was the developer's desire to amend their approved plan to provide more housing earlier in the building timeline. We quickly realized that the changes that they are proposing will be very good for people like us who are looking to relocate to Eagle and desperately trying to find housing in an environment where out of town money has made it increasingly difficult. In our case we've been in the Valley for more than a decade and a half and our family has outgrown our space in Eagle Vail. We've identified Eagle as where we want to continue to raise our family.

Selfishly we hope you will approve the Haymeadow SWAP so that they can begin to build the homes that we hope to be able to purchase. The conversation, however, made us aware of just how crucial flexibility is in development so that the highest and best result for everyone is taken into account. In this instance the SWAP is a smart solution to a growing problem; housing. It is also obvious that the developer is not the only one who benefits. It seems like everyone wins here. We certainly would.

We hope you will approve the SWAP and help people like us find permanent housing in Eagle soon.

Thank you,
Sam & Shady Blethen
Eagle Vail, CO

Tory Stephens
PO Box 3894
Eagle, CO 81631

March 19, 2021

Mayor Turnipseed, Eagle Town Councilpersons, and Planning & Zoning Commission
Town of Eagle
200 Broadway
Eagle, CO 81631

RE: Haymeadow PUD Amendment Support

Delivered via email to: clerk@townofeagle.org

Dear Town of Eagle Planning & Zoning Commission and Town Council,

My name is Tory Stephens and I'm writing to show my support of the Haymeadow PUD amendment being decided upon this spring.

I initially reached out to the Haymeadow development team a few weeks ago through the project's website. Like so many people in our Valley, I'm ready to buy a house and plant roots in Eagle, but there are very few homes to be found. I contacted Haymeadow to find out when they planned to have homes available and to put myself on a list to be notified when reservations were being taken.

I received a quick response from the Haymeadow Team and we scheduled a call to discuss the project. I was truly impressed with the rationale behind the proposed SWAP. My father is was developer and I recognize that good development adapts itself to changing market conditions while balancing community impacts. In the case of what I learned about the SWAP, I believe the proposed Haymeadow amendments makes sense. Everyone knows we need housing and Eagle has been identified as one of the best, if not the best, places for locals to plant roots.

The impacts of this density have already been vetted. Simply put, the ability to deliver 112 additional homes for people to buy in the next few years is crucial and smart. The Haymeadow developer is asking to build something different than was approved because he recognizes a community need that he can still address before building. Yes, it benefits him. It also benefits the School District who gets a larger parcel of land and additional employee housing units if approved. I also know that local businesses will benefit from having more residents nearby, not to mention fees and taxes that will be collected by the Town.

In the case of the SWAP, no one loses for someone else to win. The positive impacts to many far outweigh the typical concerns of neighbors.

I hope you will approve the SWAP so that 111 more people and I can call Eagle home in the near term.

Sincerely,

Tory Stephens

Jessica Lake

To: Chad Phillips
Subject: RE: Land swap

From: Brandy Reitter <brandy.reitter@townofeagle.org>
Sent: Tuesday, April 20, 2021 1:16 PM
To: Chad Phillips <chad.phillips@townofeagle.org>
Subject: FW: Land swap

FYI....

Brandy Reitter

Town Manager

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-9628, Fax: 970-328-5203

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Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-200.1, et seq.

From: Kristie Damico <kadpad71@gmail.com>
Sent: Friday, March 26, 2021 4:25 PM
To: Scott Turnipseed <scott.turnipseed@townofeagle.org>
Cc: Brandy Reitter <brandy.reitter@townofeagle.org>; Colleen Gauron <Colleengauron@gmail.com>; Gary Scanlon <gscanlon22@gmail.com>; Georgie Manzanares <gmanz848@gmail.com>; Janice Tonz <tonz@aol.com>; Linda Harst <bharst@gmail.com>; Peter Leibig <pete.leibig@gmail.com>; Wendy Mallas <wmallas@live.com>
Subject: Re: Land swap

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I see Scott. Understand.

Please know that we all feel very opposed to it for the reasons expressed by Al Musser, Gary Scanlon and Will at the last meeting. Hopefully you can read their well educated and informed comments in the minutes of the meeting.

Be well.

On Fri, Mar 26, 2021 at 4:20 PM Scott Turnipseed <scott.turnipseed@townofeagle.org> wrote:

Hello Kristie!

I hope all is well.

The Haymeadow land swap is an open land use file and because of that I cannot comment on it at this time. This due to Colorado Land Use Statutes.

I will offer up my comments and opinions when the file is presented to the Town Council in a public meeting.

Thanks so much!

Scott Turnipseed

Mayor

TOWN OF EAGLE

[200 Broadway](#), PO Box 609, Eagle Co 81631

Phone: 970-328-6354, Fax: 970-328-5203

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From: Kristie Damico <kadpad71@gmail.com>

Sent: Friday, March 26, 2021 2:12 PM

To: Scott Turnipseed <scott.turnipseed@townofeagle.org>

Cc: Colleen Gauron <Colleengauron@gmail.com>; Gary Scanlon <gscanlon22@gmail.com>; Georgie Manzanares <gmanz848@gmail.com>; Janice Tonz <tonz@aol.com>; Linda Harst <bharst@gmail.com>; Peter Leibig <pete.leibig@gmail.com>; Wendy Mallas <wmallas@live.com>

Subject: Land swap

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Hi Scott

Several of us living in Brush Creek Village would like to know if you approve or disapprove of the land swap. (The Haymeadows).

Thanks.

--

Kristie Damico

kadpad71@gmail.com

303-946-3748 cell

--

Kristie Damico

kadpad71@gmail.com

303-946-3748 cell

From: [Mike Claymon](#)
To: [Jessica Lake](#)
Subject: TOE code section 4.11.050 item #2
Date: Monday, March 29, 2021 4:26:14 PM
Attachments: [Haymeadow-Soleil picture.pdf](#)

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Jessica, please add this to the public record for the April 6 meeting. Thanks, Mike Claymon

To all TOE Planning and Zoning commission members and Town Council members,

TOE code section 4.11.050 item #2 states "An approved PUD zoning plan or an approved PUD development plan may be amended if the applicant demonstrates that the proposed modification does not affect in a substantially adverse manner either the enjoyment of land abutting upon, adjoining or across a street from the Planned Unit Development or the public interest."

The proposed location for a future school substantially affects neighbors in an adverse manner and here's why.

Some Soleil homeowners paid a premium for a lot with a view knowing that a school may eventually block that view and also knowing that a new school is not currently needed and may not be built for 20 years or more, if ever.

In 2018, I personally paid \$729k to have this view and other similar homes sold for \$689k. If I don't have this view anymore, I would be losing at least this \$40k value of my home and probably more than that. Losing \$40k in home value constitutes being substantially adversely affected.

For some families, being within walking distance to a school is very desirable and increases property values. If the school is 0.8 miles farther away, it would not be safe for families to allow elementary school children to walk that distance to school and Soleil homes values will be reduced even more, let's say another \$20k. Losing another \$20k in home value definitely constitutes being substantially adversely affected.

It is common knowledge in the real estate market that lower cost homes reduces the value of nearby higher cost homes. If high-density multi-family homes are 300 feet away from single family homes, Soleil homes values will be reduced even more, let's say another \$40k. Losing another \$40k in home value definitely constitutes being substantially adversely affected.

Obviously these numbers are estimates. Losing approximately \$100k in home values definitely constitutes being substantially adversely affected.

The attached pdf file shows 2 pictures of the view from Soleil homes. Both pictures were taken from

the backyard of homes on Soleil Circle. The picture on the left was provided by Haymeadow and the picture on the right was taken from my backyard. You can see that the view is 90% blocked by the new location of multi-family homes the developer is proposing as compared to the existing view. No amount of landscaping, berms, or 300 feet buffer can mitigate blocking this view.

The enjoyment of the land on Soleil Circle is obviously substantially adversely affected by the loss in property values and blocking the mountain views. It is inconceivable to me how anyone could dispute this, disregard this, or ignore this.

Please remember that TOE code section 4.11.050 does not apply to new PUD applications. Perhaps loss in adjacent property values and blocked views are not considerations for new PUD applications. However, this section of the TOE code does apply to PUD amendments and all 6 criteria in this section must be satisfied.

Therefore, the Haymeadow land swap PUD amendment does not comply with TOE code section 4.11.050 item #2 and should be DENIED.

Thank you,

Mike Claymon
116 Soleil Circle
Eagle, CO



From: [Angie Kyle](#)
To: [Jessica Lake](#)
Subject: FW: Haymeadow PUD Amendment
Date: Monday, March 29, 2021 3:15:50 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Best,

Angie Kyle

Administrative Tech II

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-9655, Fax: 970-328-9656

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From: Kristie Damico <kadpad71@gmail.com>

Sent: Monday, March 29, 2021 3:10 PM

To: Angie Kyle <angie.kyle@townofeagle.org>

Subject: Haymeadow PUD Amendment

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Dear Angie,

I am writing in opposition to the Haymeadow PUD Amendment. Please forward this email to the Planning and Zoning Commission and the Town Trustees.

In the original Haymeadow PUD proposal, the developer noted that a key feature of Haymeadow is:

“A significant dedication of land for park expansion and a K-8 public school site adjacent to the existing pool and ice arena that will create a tremendous regional park and school site for the entire community”

When the project was first proposed, the Developer, the School District, Mountain Recreation, and the Town all agreed on the best location for the park and school.

It seems obvious that the Developer is now requesting a land swap in order to accelerate his profit into the first phase of the site. There are rumors that the developer wants to make a quick buck now and may then elect to abandon plans to develop the rest of the project.

Although we all hope that the Haymeadow project gets built out as proposed, we must consider the likelihood that the Developer may never construct infrastructure to serve the proposed school site in Area C and may never construct the required traffic improvements. Before considering the land swap, the Town must require that the infrastructure to the proposed school site in Area C is installed now and that the Brush Creek Road Extension is constructed now.

We trust that our Town officials are not going to be fooled into trading a developed parcel of land in the preferred location for an undeveloped parcel in the wrong location.

Thank you,

Kristie Damico
2525 Montgomerie Circle
Eagle, CO81631

Kristie Damico
kadpad71@gmail.com
303-946-3748 cell

From: [Kristie Damico](#)
To: [Jessica Lake](#)
Subject: Hay meadow swap
Date: Monday, March 29, 2021 3:13:59 PM

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Greetings Jessica,

I do not at this point have much respect for the developer and his/their disregard for the existing approved plans and concerns by nearby neighbors.

To reiterate what others have eloquently stated my opposition is based on all of the items below:

- 1) Surrounding homeowners bought homes based on the advantages of the current school location
- 2) Negatively impacts surrounding homeowners due to reduced property values and blocked mountain views
- 3) Disregards the extensive process by TOE and ECSD during the PUD process to determine the best school location
- 4) Consequences of the inadequate planning and budget mismanagement should be the burden of the developer and not surrounding homeowners
- 5) Affects surrounding homeowners in a substantially adverse manner and should be denied per TOE Code Section 4.11.050
- 6) Results in a chopped up development
- 7) Reduces opportunities for shared facilities between the school and Mountain Recreation
- 8) Shared parking between Mountain Recreation and the school is eliminated
- 9) Traffic patterns will be negatively impacted by the proposed school location
- 10) A potentially dangerous and unsafe situation would be created with the new location of the school being adjacent to the Haymeadow fire station
- 11) Clustering multi-family units in a small area results in traffic and parking problems
- 12) The "country lane feel" of Brush Creek Road is negatively impacted
- 13) Eagle Pool and Ice Rink expansion plans are already in progress using the current school location
- 14) Mountain Recreation is strongly opposed to the school land swap PUD amendment
- 15) If this proposal is denied, the developer can still build Haymeadow according to the existing PUD
- 16) If this proposal is denied, affordable housing options can still be provided according to the existing PUD
- 17) The proposed school location only benefits the developer by allowing deferral of some

infrastructure costs

18) Keeping the school in its current location is just common sense which is why that location was chosen originally

Kind regards,

Kristie Damico

2525 Montgomerie Circle

Eagle, CO81631

--

Kristie Damico

kadpad71@gmail.com

303-946-3748 cell

To whom it may concern,

My name is Sam Reichstein. My Wife Ellie and our family live at 2821 Brush Creek Road, Eagle, Colorado. We are writing this letter to you in regards to the proposal for the Haymeadow project relocating the school out past Ouzel Lane. As you are aware this project has created a lot of friction within the community and the effects that it will have. This not only effects the people of the town that already use Brush Creek road to get into Eagle Ranch via Ouzel Lane but those in Unincorporated Eagle county that live on Brush Creek Road, that are always affected by the decisions voted on by the town and are left with the consequences of these decisions.

We purchased this property only recently however have lived here for 10 years and prior to that Ellies family purchased this land in 1983. Over time the growth of the town has been necessary and the increase in traffic has risen greatly. When Brush Creek road was built it was not engineered for this traffic and even with a speed limit of 40mph where the signage is less than poor people continue to speed up and down this road. We already have the traffic of Sylvan lake and the White River National forest that is more than this road can handle on the weekends but we have Frost Creek that brings in traffic driving at excessive speeds and the construction up there has increased dramatically. On more than one occasion we have had vehicles crash through our fences both day and night in winter and summer damaging property and almost causing loss to livestock. The road is also busy with people riding their bikes up the road to the dirt and then coming back. This multi-use traffic is dangerous for everyone as people continue to overtake where there are double lines and on bends. From May through October we are constantly contacting the Sherriff's Office to come and police the road to allow a safe environment for the cyclist and people who live on Brush Creek Road.

This project was approved with the understanding that the School was going to be built behind Soliel Homes near the Ice Rink. The purpose was to allow for students to be close to these other amenities. Because of the timeline established when the project was originally approved the developer had to begin with the infrastructure. The cost and scope of this initial phase leaves the developer needing to generate capital, which can only be accomplished by the sale of property, not in the building of a school. The request to move the school pushes the developer's commitment to the community out many years into much later phases of the project to benefit their needs now. In only the first phase of this major project this developer is requesting to table the needs of the community and disregard the existing strain on already over trafficked roads. They do not care about the school just the money.

The wildlife has not left the fields, the haymaker bike trail, so generously established by the development company, only went in to push the Elk out and as a resident of Brush Creek Road for over 10 years, every time there is a study for Wildlife or traffic it is done at a time where the numbers are falsely low.

This school should not be moved and if the developer wants to continue they should stick to the original plan of keeping it near the Ice Rink.

Regards,

Sam and Ellie Reichstein

03/30/2021

Dear Illustrious Town of Eagle Overlords,

I am writing in opposition of the “land swap” at Haymaker Meadow. I believe my perspective might be slightly different from my neighbors’, but valid, and in solidarity with my neighbors.

My family has directly benefited from an “affordable housing” program. It is how we are able to live in such a nice neighborhood. It was not an easy process. I would disagree with the definition of “affordable.” I don’t think either of those is such a bad thing.

One of the major pushbacks I have heard about the proposed development is “affordable housing.” Low rent ne'er-do-wells moving next door to me. Apartment dwellers. High occupancy. Traffic. Messing up the view. I fear none of these and expect them all. It is the price of discovering a good place. The key and challenge of strong political leadership is to balance the wants of constituents against the needs of the municipality. A fine line to walk, but a path well-worn and successfully trod by people much wiser than myself.

I am not a NIMBY (Not In My Backyard). I bristle and twitch at any sort of NIMBY attitudes. I have no problem with using my neighborhood to better the long-time low-wage ski bum, the newcomer, or the immigrant. All play a vital role in our economy, and it is in our interest to make sure that these people have a place in our society where they feel safe, enjoy the amenities of our collective municipality, and are given the opportunity to contribute in a positive way. Homeownership is absolutely key to this.

My understanding of what is at question is: Will the Town of Eagle allow the developer of Haymaker Meadow “swap” the land purchased by them for land allocated for a future school?

The developer wishes to do this because of further developmental cost associated, unforeseen upon purchase of the property. Specifically, the necessity to provide water for the development. Pretty basic consideration, and something that should have been considered at due diligence during the purchase of the property, considering its ultimate use, and long before closing.

If I bought property and found out it was going to cost me a bunch more to build on it, I suppose I might try to trade with my neighbor, in this case the Town, and say, “Hey, how bout I trade you this land, and you give me yours, and my problems of today will be your problems of tomorrow?” I think I know the Town’s answer, but apparently, since this is a discussion, I don’t.

There is a practical reason for why the original plan and land allocation was put into place. This, I assume, was developed by the Town, considering commercial development, as well as municipal needs. I would caution against going against well-made plans.

A school adjacent to the BMX park, pool, ice rink, mountain bike mecca, and tennis courts seems like a perfect fit for the safe and healthy lifestyle that attracted my family to this community. An unincumbered path from mental development to physical development, without the fear of traffic. Utopia.

Swapping the land would be detrimental to this vision. Instead, we would have the school on the far side of the development. Traffic on Field street would increase, lessening the safety of the “recreation

corridor” and angering constituents. Animosity will be sown, and safety will be compromised. And for what?

What is the upside for our municipality to agree to this? What is the short-term gain vs the long-term cost of this decision? I am in no way in opposition to development, increasing the tax base, and diversifying our economy, but not for the sake of expediency and detriment to quality of life. I certainly would not sacrifice our plan for the convenience of a developer.

So why, Illustrious Town of Eagle Overlords, is this even being debated? Why are you ignoring the outcry from the adjacent citizens? What is the developer offering you, and how does that benefit your constituency? Why would you stray from the best laid plans, undoubtedly arrived at by urban development consultants and learned city planners, in order to anger voters and satisfy a developer? Politically, the numbers don’t add up. I don’t know the financial details.

Do not grant the “land swap.” It is a political loser. You will unify opposition to your seat across political lines; making 100 people angry to make one satisfied. Is the developer even an Eagle County resident? Again, why is this even being debated? Listen to your citizens. Listen to your constituency. Listen and obey the people from whom your power is derived, or I can assure you, you will surely lose it.

Thank you.

Best regards,

Douglas Amberg

84 Field Street

Eagle, CO

81631

From: [Laura Howe](#)
To: [Jessica Lake](#)
Subject: Comments on the Haymeadow PUD Amendment 2020. swap
Date: Thursday, April 1, 2021 4:59:39 PM

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Good Afternoon Jessica,

Hope you are well! I am an owner within the Soleil Homes neighborhood – the last one in I think. And I am very concerned about, and vehemently opposed to, the Proposed Swap that the Haymeadow Developer wishes to happen by moving the school approximately another mile away from the Ice Rink and surrounding facilities.

Below are numerous concerns that I have:

- David vs. Goliath – it would be a sad day indeed if the Town of Eagle sided with the Developer (Goliath) over the valid concerns of the homeowners and taxpayers that will be affected. Our country as a whole has been capitulating to big business now for too long, and our awesome Town certainly does not need to follow suit. Rather, it needs to show the individual homeowners that make up its constituents that the Town cares about us.
- The current placement of the proposed school is very obviously superior than what the Developer is proposing. To have the children – and I understand this would be a K-8 school – walk a mile or so to get to the recreational facilities due to the Developer wanting to save some money is really appalling.
- I believe the congestion of the higher density closer to the ice rink and Soleil and Brush Creek Townhomes would be just more than would be tolerable.
- Mountain Recreation I understand is quite opposed to the Swap.
- We are not here to cater to the one Developer which diminishes the voice of the many

I would like to say more but want to get this to you by the end of today, April 1st.

Thank you so much for your consideration.

Laura Howe

970-376-2306

Lalee1008@gmail.com

From: [Jenny Rakow](#)
To: [Peyton Heitzman](#); [Jessica Lake](#)
Subject: Fwd: Haymeadow Land swap
Date: Tuesday, April 13, 2021 2:06:47 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

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From: Scott Turnipseed <scott.turnipseed@townofeagle.org>
Sent: Tuesday, April 13, 2021 1:57:57 PM
To: Gene Baker <PARKSIDELAWN@msn.com>
Cc: Brandy Reitter <brandy.reitter@townofeagle.org>; Jenny Rakow <jenny.rakow@townofeagle.org>
Subject: RE: Haymeadow Land swap

Thanks for your email Ms. Baker.

I have copied Brandy Reitter (the Town Manager) and Jenny Rakow (the Town Clerk) on this email to insure that your comment is entered into the public record.

Scott Turnipseed

Mayor

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-6354, Fax: 970-328-5203

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From: Gene Baker <PARKSIDELAWN@msn.com>
Sent: Tuesday, April 13, 2021 12:36 PM
To: Ellen Bodenhemier <ellen.bodenhemier@townofeagle.org>; Matt Solomon <matt.solomon@townofeagle.org>; David Gaboury <david.gaboury@townofeagle.org>; Pappy Kerst <pappy.kerst@townofeagle.org>; Scott Turnipseed <scott.turnipseed@townofeagle.org>
Subject: Haymeadow Land swap

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attachments unless you recognize the sender and know the content is safe.

Good Morning,

I am a new home owner in Eagle. My husband and I are looking forward to spending a lot of time in our Brush Creek duplex. I am troubled by the proposal to swap land designated for an Elementary School in order to build affordable housing on the designated school plot. I have raised my children, so I would not benefit directly with the current plan to have the school and the recreation center and ice rink on one campus. However, as a parent, I would have loved having a campus with recreation and the school together. This type of environment would be a huge asset to any community. On the other hand, a twice daily string of school traffic snaking up Brush Creek road would be a mess for the community. I am also troubled by the audacity of the developer's comment in the Vila Daily. "We don't currently have any plans to begin construction without the swap" Holding the Town of Eagle Hostage until Mr. Cohen gets his way is not a professional way to behave.

I hope that the Eagle Council does what is best for the community, not the developer.

Sincerely,

Christina Baker

Sent from [Mail](#) for Windows 10

From: [Andrew Broderick](#)
To: [Jessica Lake](#)
Subject: Haymeadow Swap OPPOSITION
Date: Tuesday, April 13, 2021 10:50:14 PM

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Dear Ms. Lake,

My name is Andy Broderick and I live here in Brush Creek Village with my wife and 4 year old son.

We strongly OPPOSE the Haymeadow Swap. It will severally affect land it abuts not only with noise but with egress and nature.

Brush Creek Road is already ill suited to accommodate traffic. We cannot withstand the impact of 800+ new homes. The density of the multi family housing in a concentrated area is unappealing and deleterious to the life quality, aesthetic appeal and curb attractiveness. The 14-acre site's proposed NEW use (dense houses instead of school) puts profitability in front of necessary social infrastructure which is short-sighted and should not be applauded and rewarded.

Many thanks for your consideration.

Andy Broderick
(970) 343-0035

Town of Eagle
200 Broadway
P.O. Box 609
Eagle, CO 81631

Re: Haymeadow Amendment for Land Exchange

Dear Town Council:

My name is Bill Johnson and my wife Raenette and I live at 1313 Brush Creek Road, Eagle, Colorado. We are writing in opposition of the “land swap” for the Haymeadow Amendment.

The Haymeadow Residential Planned Unit Development has been in the planning process for a very long time and there is good reason for why the original plan and land allocation was put into place.

This is not the time to change anything major after everyone had their input and has expectations of how this PUD was going to develop and purchased properties according to the plan. It’s decisions like these that put doubts in the citizens minds about the public review and planning processes of developers and elected officials.

Sincerely,

Bill and Raenette Johnson
PO Box 1018
1313 Brush Creek Road
Eagle CO 81631

From: [Jenny Rakow](#)
To: [Peyton Heitzman](#); [Jessica Lake](#)
Subject: FW: Proposed Haymeadow Land Swap
Date: Wednesday, April 14, 2021 2:26:09 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Jenny Rakow, CMC

Town Clerk & Municipal Court Supervisor

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-9623, Fax: 970-328-5203

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From: Scott Turnipseed <scott.turnipseed@townofeagle.org>
Sent: Wednesday, April 14, 2021 1:44 PM
To: Bill Crawford <bombguy2000@gmail.com>
Cc: Brandy Reitter <brandy.reitter@townofeagle.org>; Jenny Rakow <jenny.rakow@townofeagle.org>
Subject: RE: Proposed Haymeadow Land Swap

Thank you for your email Bill.

I have copied Brandy Reitter (the Town Manager) and Jenny Rakow (the Town Clerk) on this email to ensure that your email is entered into the public record.

Scott Turnipseed

Mayor

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-6354, Fax: 970-328-5203

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Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-200.1, et seq.

From: Bill Crawford <bombguy2000@gmail.com>

Sent: Wednesday, April 14, 2021 11:04 AM

To: Matt Solomon <matt.solomon@townofeagle.org>; Pappy Kerst <pappy.kerst@townofeagle.org>; Ellen Bodenhemier <ellen.bodenhemier@townofeagle.org>; david.gboury@townofeagle.org; Scott Turnipseed <scott.turnipseed@townofeagle.org>

Subject: Proposed Haymeadow Land Swap

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Dear Council members:

As a 12-year resident who lives in the Brush Creek Town Homes I am opposed to any changes in the current Haymeadow PUD. While I understand the need for additional housing in the county I do not believe it is necessary to change the PUD to accomplish this. I believe the original agreement should remain in place. I support the building of a much needed school in conjunction with additional residential units. Too many times we have seen developers “move the goal post” because the situation favors their economic gains, or potential losses. These efforts are always accompanied by assurances and promises of some future city gain like a park, fire station or even houses for teachers. How many times has a developer failed to produce these governmental benefits? The more likely scenario is the governmental entity is saddled with providing critical infrastructure at tax payers’ expense to support the development. I would suggest that any decision made be in the best interest of the town and it’s citizens without undue influence from up-valley pressure.

Thank you for allowing me the opportunity to express my opinion

Bill Crawford
0170 Montgomerie Circle

Sent from [Mail](#) for Windows 10

From: [Mike Claymon](#)
To: [Jessica Lake](#)
Cc: linda4bennett@gmail.com; [Mike Claymon](#)
Subject: Haymeadow school land swap
Date: Thursday, April 22, 2021 6:31:24 AM

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Hi Jessica. Please enter this in the public record for the Haymeadow school land swap PUD amendment application. Thank you.

I oppose the Haymeadow school land swap for the following reasons:

The current school location was chosen originally based on extensive deliberation. The current location provides sharing of resources with Mtn Rec, better traffic flow, a better school location at the beginning of the development instead of sitting as an island in the middle, and retains the country feel of Brush Creek Road.

The only real benefit of the proposed swap is to allow the developer to defer infrastructure costs, funding future infrastructure with sales from the proposed high density multi-family units. That is his primary motivation and he has stated this publicly. He can still build this development without this amendment according to the existing PUD. Please don't bail him out at the expense of neighboring property owners.

In terms of the school land swap providing lower cost housing sooner, if the developer sincerely wants to help the community, he can do that now without this PUD amendment by building on the 16 duplex lots that already have existing utilities. It will most likely take 2 years to build out the proposed high density multi-family units given the lack of utilities in place at the proposed site. Who knows what the market will be when these units are completed.

The applicant has tried to convince the commission that there is no real estate inventory in Eagle for sale under \$1.8 million. Here are some facts from a long-time Eagle real estate expert:

- Since 3/1/2021 there have been 9 closings in Eagle under \$500k.
- On 4/19/2021 there were 12 properties available for sale in Eagle under \$500k.
- The Talon Flats development is releasing rentals around 5/1/2021.

- There will be over 40 rentals available between Talon Flats and Broadway Station that are scheduled to be available in the fall of 2021.
- There are 17 homes and 18 duplexes being built in Buckhorn Valley with scheduled delivery in the next 12-18 months.

Regarding Town of Eagle Code Section 4.11.050, item #2, there are several key words that I would like to emphasize and are highlighted in yellow below.

Section 4.11.050. - Amendments to planned unit development zoning and development plans.

A. Conditions for amendment.

An approved PUD zoning plan or an approved PUD development plan may be amended if the applicant demonstrates that the proposed modification:

2. Does not affect in a substantially adverse manner either the enjoyment of land abutting upon, adjoining or across a street from the planned unit development or the public interest;

There are substantial adverse effects to the enjoyment of the land abutting including:

- 80% of mountain views are blocked.
- Increased distance to the school from 0.1 miles to 0.9 miles from Soleil homes.
- Reduction in property values due to blocked mountain views, adjacent lower cost housing, and the school being 0.8 miles further away.
- 37% increased traffic to Eagle Ranch Road and Ouzel Lane. 484 homes are estimated to use these roads in the current location and 179 additional homes are estimated to use these roads in the proposed location.

There are also substantial adverse effects to the public interest. Shared resources between the school and the Mtn Rec facilities will not be feasible. This is a HUGE negative impact for our community and disregards the plans for growth currently in place for Mtn Rec.

The applicant has recognized these adverse effects, but has done nothing to address them except to say in the project narrative that he believes this amendment does not propose any new uses and that he is willing to provide a 300 foot setback and a bermed buffer.

The burden of proof as to whether there are substantial adverse effects to the enjoyment of the land abutting or the public interest is on the applicant. I have

demonstrated that there are substantial adverse effects and it is up to the applicant to show why this is NOT the case. He has NOT done this.

For all of the reasons above, please vote for denial of the Haymeadow school land swap.

Mike Claymon and Linda Bennett
116 Soleil Circle, Eagle, CO

Questions & concerns to address from 3/2/21-Planning and Zoning Zoom meeting regarding proposed land swap amendment: (A compilation from Soleil residents)

Regarding Code:

- 1) Regarding the 'Issues for Discussion' listed in the staff report and certificate of recommendation, please document the answers from the developer and/or staff that sufficiently answer these questions and provide to public with enough time to review and provide further comment on 4/6/21.

Planning Staff Comment - This will be addressed in the April 6th staff report, which will be made available to the public and P&Z on Friday, April 2nd.

- 2) Under Section 4.11.050.A.2., developer is noncompliant. 33 of the 34 households of Soleil and other neighbors have expressed their opposition to and pointed out the non-compliance. This non-compliance is not remedied by the landscape suggestions of the developer. Does P&Z concur with this noncompliance? If not, why? If so, why is this proposed amendment still being considered?

Planning Staff Comment - This will be discussed by P&Z on April 6th.

They cannot answer this question outside of a Public Hearing.

The Amendment is being considered because it is an active application. Staff is required to process all complete applications and present the information during a public hearing.

Applicant Comment - By our count of the petition sheets that are a part of the current public record there are far fewer than 33 Soleil households expressing opposition. The school and multi-family uses are already anticipated within the PUD. Residential use adjacent to other residential use is commonly accepted as compatible and the application commits to a 300-foot building setback with a landscaped berm to provide a significant visual buffer. Multi-family use adjacent to single family use is also commonly accepted as compatible. In fact, the Soleil PUD was amended in 2017 to change six single family lots adjacent to Haymeadow (and other single-family homes within Soleil) into four duplex lots (eight units). Soleil is also already adjacent to multi-family

development (Brush Creek Village Townhomes) and single-family homes in Eagle Ranch are adjacent to multi-family condo developments (Founders and West Village).

- 3) After hearing developer rep-Rick state that a new water supply would need to be installed at large expense, we disagree with the statement summary by staff that the developer proposal to move housing does not confer a special benefit per Section 4.11.050(3).

Applicant Comment - Section 4.11.050(3) states that the amendment is not granted solely to confer a special benefit upon any person. Abrika agrees that it, and the community will benefit from the swap.

- 4) Staff expressly stated that ALL 6 conditions for amendment need to be met. Developer does not meet ALL 6 conditions. Does the Town agree? If the Town feels differently please clarify?

Planning Staff Comment - All six conditions are evaluated in the March 2nd staff report and will be updated in the April 6th staff report based on the additional information provided by the applicant. We do not know if the Town decision makers agree yet or not, this is part of the public hearing process.

- 5) In using a piece of the 2010 EACP, developer states quote, “we are reminded of the town’s desire to cluster density nearer the town core and to maintain the “country lane feel”. However, staff report states the inconsistencies with that statement under condition 1 for Section 4.11.050.A.1-6--“except that clustering is primarily encouraged in and around established commercial centers. With a swap, the ‘country lane feel’ is lost and doesn’t follow the clustering plan. Does the Town agree with this statement? Does the Town also agree that this disqualifies the proposed amendment due to not meeting these conditions and Codes?

Planning Staff Comment - The "country lane feel" referenced in the Plan is along Brush Creek Road. The Haymeadow development is setback significantly from Brush Creek Road. The March 2nd staff report addresses compliance with the 2010 Plan and the original PUD application was found to be in compliance with this plan.

- 6) Town of Eagle Planning Code 4.07.100A.3 states “Ensure that proposed developments and subdivisions promote a healthful and convenient distribution of population, the wise and efficient expenditure of public funds, including the funds of other governmental entities, as well as the adequate provision of essential public services, facilities and

requirements, including schools; and” Could the Town Staff please state how they PUD amendment is promoting a healthful and convenient distribution of population? The compact nature of the now proposed multi-family units into the 1st phase is not distributing population. The original PUD document which shows a spread of multi-family units in the different phases is a much better and healthful distribution of population.

Planning Staff Comment - This is discussed in the March 2nd staff report. Staff and the applicant have provided general responses for various development impacts, these will be much more thoroughly studied, only if the application is approved and a development permit application is submitted.

Town of Eagle Planning Code 4.07.100A.4 states, “Provide procedures for local review and evaluation of the environmental and social-economic effects of proposed development projects and subdivisions, including essential public and private services and facilities, prior to granting major development permits or subdivision approvals; and” The Developer PUD amendment has not even mentioned the effects of wildlife other than for the cabin part of the project. The original PUD document had a study on wildlife impacts which is now outdated, are they going to provide an update to reflect current conditions? Has there been a study to see how the wildlife would be affected by clustering all the multi-family housing together and how the added noise, lighting and pollution would affect them? This PUD amendment could also have serious effects on the Haymaker Trail, the sudden influx of population as opposed to the gradual increase could seriously damage the local trails.

Planning Staff Comment - The process discussed in the code here, relates to Development Permits and Subdivisions. Staff and the applicant have provided general responses for various development impacts, these will be much more thoroughly studied, only if the application is approved and a development permit application is submitted.

Applicant Comment - The Division of Wildlife provided referral comments and did not mention these concerns.

- 7) Could the Town Staff please provide feedback on how exactly the proposed amendment is in compliance with the 2010 Eagle Area plan points 2.2A thru F?

Planning Staff Comment - An evaluation of the 2010 Plan was provided in the March 2nd staff report, but 2.2A thru F are commented on below.

2.2.A. Promote the development of compact neighborhoods in close proximity to public transit options and established neighborhood retail centers.

Planning Staff Comment - There may be a public transit stop at Mountain Recreation in the future, as shown in the master plan. This would then place a more compact development in close proximity to a transit stop. There is no established retail center close to the Haymeadow development.

2.2.B. As determined appropriate, work to Increase residential and commercial densities in established neighborhood retail center areas.

Staff Comment - This is an action item and does not apply to the application.

2.2.C. Work to amend regulatory barriers that prevent the intensification of development in identified areas already served by Town infrastructure.

Staff Comment - This is an action item and does not apply to the application.

2.2.D. Identify specific redevelopment and infill opportunities on vacant or under-utilized lots in otherwise built-up areas through future sub-area planning efforts. Ensure that infill and redevelopment areas contain sufficient land for community facilities, recreation and government services as appropriate.

Staff Comment - Does not apply to this application.

2.2.E. Utilize Incentives Including public private partnerships, density bonuses and modification of development requirements to encourage Infill and redevelopment.

Staff Comment - Does not apply to this application.

2.2.F. Ensure residential Infill and redevelopment outcomes blend appropriately with the character and scale of surrounding neighborhoods.

Staff Comment - This doesn't truly apply to this application, as this is a PUD, not infill or redevelopment. But the evaluation of appropriate blending of character and scale will be evaluated both during Development Permits for each neighborhood and when Design Guidelines are submitted (also through the development permit process).

- 8) The 2010 and 2020 reports indicate that this development is zoned for single family housing and medium density housing - this proposed swap will be high density housing. Why after all the money spent on these reports, community input, council input is this zoning being ignored and the Town Staff allowing for the developer to re-zone it as they see fit?

Planning Staff Comment - The 2020 Comprehensive Plan is not applicable to this application. A PUD is it's own zone district and is governed by the PUD guide and guided by the 2010 Plan. Haymeadow was already shown to conform with the 2010 Plan.

Applicant Comment - The Haymeadow PUD as already approved allows for up to 15 units per acre. The application proposes to place 112 units on 14 acres, or 8 units per acre, compared to 6.2 units per acre in Soleil.

- 9) For those P&Z members who may be thinking about voting for approval of the land swap, I would like to hear from each of them why they think this DOES NOT substantially adversely affect neighbors and why they think Town of Eagle Code Section 4.11.050 item #2 does not apply.

Planning Staff Comment - This is what will be discussed at the April 6th Public Hearing. We really have not heard from P&Z yet as we did not get to that portion of the hearing on March 2nd.

- 10) The concern for using only the 2010 EACP for compliance doesn't follow what has been asked of the developer in other areas. ie: developer required to submit a Joint Excavation Plan to comply with the Town's recently approved Joint Excavation Ordinance. Will the Town require compliance with 2010 EACP and recently passed 2020 Comprehensive Plans moving forward? If not, why? This development has been multiple years in the making and should comply with current standards moving forward, especially when proposed amendments are submitted. Does the P/Z agree? Stating that their application was submitted at an earlier date doesn't coincide with today's changes and focus for our Town.

Planning Staff Comment - The policies and regulations used to evaluate an application are only those in place at the time that an application is deemed complete.

- 11) The need for more housing has blinded those making decisions and taken a back seat to following standards currently in place. Per 2) of 4.11.050-Soleil, surrounding neighbors, and Town facilities will be affected “in a substantially adverse manner either the enjoyment of land abutting upon (Mountain Rec), adjoining or across a street from the PUD (Soleil) or public interest and 4) “does confer a special benefit to any person” -to both ECSD and developer. Staff, please state how you feel the developer and the ECSD with the developer incentives are not conferring special benefit?

Planning Staff Comment - This is discussed in the March 2nd staff report.

Applicant Comment - Abrika believes this is an opinion and is to be determined through the public process.

Regarding Staff:

- 12) Address through the Town’s atty, the developer proposal to offer 5 units to ECSD, that doesn’t allow others in need of housing that same opportunity. How can the developer legally limit this housing to ECSD employees only when ECSD will not own these units?

Planning Staff Comment - This is a private agreement between the Developer and ECSD for 5 additional units. These units would be provided separately from the LERP (Local Employee Residency Program).

Applicant Comment - Just as Abrika can reserve units for local residents under the LERP plan, Abrika can also reserve units for ECSD employees separately.

- 13) It appeared on Zoom many Planning and Zoning members had their minds made up to approve a swap. Why, and how did they come to that conclusion when not all information has been presented, and especially knowing such an overwhelming majority are opposed to this swap?

Planning Staff Comment - P&Z did not provide any deliberation or opinion on outcome on March 2nd. They did ask questions of the applicant and staff and they took Public Comment, that was all.

Applicant Comment - Question directed at P&Z, this was not our perception.

- 14) After reading the recently published information packet, it appeared the Town P/Z had all but rubber-stamped this swap. Does the Town P/Z feel differently now based on the 3/2/21 meeting? If so, why? If not, why not? This appears to be no different than the ECSB meeting vote in favor of the reallocation of the currently approved site to the proposed site, without any discussion. Following the leader of a meeting stating he was in favor and all others following suit without discussion, doesn't sit well at all. The decision should be a joint all-inclusive decision by elected or appointed officials taking the lead from those who they represent. In this case, it didn't seem like that at all. Instead, the developer is providing incentives to entice a swap and our representatives seem to be going along to get along. State otherwise to convince me this isn't happening.

Planning Staff Comment - The application will be evaluated based on the Code standards and conformance with the 2010 Plan. P&Z will discuss public comment and the staff report on April 6th and make a recommendation to Council, Council will then make the decision on this application.

Applicant Comment - Question directed at P&Z, this was not our perception.

- 15) Within their report to the P/Z Commission Town Staff stated that if this development were to stay as-is then the School parcel will need to be irrigated until it is developed? Why does this need to be irrigated? Could the Town please highlight other instances of undeveloped land in Eagle which needs irrigating? Also, who will be responsible for irrigating the 2+ acres which will form the buffer zone between the multi-family housing and the Soleil development? This will require permanent irrigation which will be a significant cost and amount of water.

Planning Staff Comment - It was part of the Annexation and Development Agreement that the Developer would need to Irrigate this portion of the property until ECSD was ready to develop and build a school. Should the request be approved, the Developer and then the

HOA would be responsible for irrigating/maintaining the 2+ acre buffer area between Soleil and the proposed multi-family housing.

Applicant Comment - Irrigating this field until development is required by the Approved Annexation and Development Agreement. The buffer zone will be irrigated by Haymeadow using our non-potable irrigation system at no cost to the Town or Soleil. A school site would have significantly more permanently irrigated space.

- 16) Can Town Staff please explain why they think it is acceptable to swap a more valuable piece of land with infrastructure in place for a less valuable piece of land with no infrastructure in place? If the Town wants to make the argument that the swapped land will eventually have infrastructure, then please explain how they are planning on ensuring the Developer does not walk away from building on any parcels after Phase 1? This seems at the moment like a financial burden and risk for the Town of Eagle and their residents in the swapping the land and basically taking the Developer on their word that they will not declare bankruptcy and walk away?

Planning Staff Comment - Staff outlined the criteria for PUD amendments, the standards in the regulations do not deal with this topic. A subdivision improvement agreement will be required to complete Infrastructure for all land within the Haymeadow PUD, including the proposed school site.

Applicant Comment - Abrika has committed to ECSD & TOE to install the necessary infrastructure to the new school site when notified by ECSD of their intent to develop the site. The development is debt-free; therefore, bankruptcy is by definition impossible.

- 17) The Town has recently requested proposals for consulting services from planning firms to assist in updating Land Use and Development Code. The RFP expresses issues that include the Town admitting to many flaws and contradictions within the Code, that the development process is onerous, outdated, and confusing and puts the Town at risk. How can the Town in good faith, approve such a significant proposed PUD amendment based on these issues? If the Town is still considering this proposed amendment, that would be disconcerting. However, if so, please wait until this RFP is awarded and in place to create less chance of the issues mentioned or potential legal ramifications that may follow.

Planning Staff Comment - Council has not placed a moratorium on development, therefore staff must process all complete applications.

Developer Concerns:

- 18) The developer provided the Soleil residents a day and ½ notice for a meeting to discuss something that has lasting effect on us and surrounding residents of Eagle. In that meeting, he avoided our concerns and didn't answer the tough questions. Is this the way we want to allow an out of state developer to operate and change our Town? The developer has shown other mismanagements as well. For such a huge development that will change the landscape of Eagle forever, is the Town the least bit concerned with this latest ploy of the developer to attempt a swap simply for his financial benefit?

Planning Staff Comment - Previous Community Development staff had asked the developer to meet with Soleil as a way to present their Ideas to their nearest neighbor, but there was no regulation or requirement that they do so. Developers are not required to provide any type of notice outside of the Town's land use application process. As seen in the staff report, staff focuses on plans and policies to evaluate an application.

Applicant Comment - Abrika personally handed out information sheets regarding the proposal in July of 2020. Brandon offered to discuss the proposal with anyone at any time and provided his email address for doing so. In July, Abrika discussed scheduling a meeting with Soleil to present our plan but asked the HOA to wait until we had a complete site plan with renderings so that the meeting could be most productive. Abrika offered to delay submission of its application with the TOE until that meeting took place. The owner and development team took questions until there were no other questions at this meeting. Please provide any questions that were asked that you felt were not answered and we would be happy to answer them.

- 19) The developer is trying to stall the inevitable, spending more money. His underestimating the costs for the buildout and other requirements such as more water to the area, should not be dumped on the Town or surrounding neighbors in the form of proposed amendments to help him. Keep the approved plans in place! Stop the swap and have them

start building what the Town needs-more housing, as approved. No changes in school location for them to make more money and cause a snowball-effect of issues!

Applicant Comment - We agree that the Town needs more housing.

- 20) Developer clarification as to why they have not started building any of the lower income housing in A1, A, B, or C if their first priority is to supply the Town the needed supply of workforce housing as soon as possible? Instead, they have created more waste of time and resources with a proposed amendment that clearly is for financial benefit.

Applicant Comment - Our Annexation and Development Agreement and infrastructure plan requires us to start from A1 and work our way out towards the back of the property. We have not begun work on vertical construction in A1 because this swap would change and enhance the design of the currently improved multi-family tracts.

- 21) The developer is the one not allowing the necessary workforce housing needed to be built. Instead, he is stalling to attempt a tweak of the currently approved plans to make more money for himself. The Town could stop this by denying this proposal and having developer comply with the current approval. Has the Town put mandates on the developer for completion of each neighborhood section within a certain timeframe? If not, why? Are there any time completion commitments in place at all? If not, why?

Planning Staff Comment - The Annexation and Development Agreement is a public document. The ADA will be added to the Active Land Use Files page if anyone would like to review it. There are a significant number of triggers that the Developer is required to meet, but no set timeframes.

Applicant Comment - There are no requirements to complete neighborhoods by any certain timeframe. No developer would or could commit to a specific timeframe on a project of this scale.

- 22) By the Developer's own admission, they are far off with the plans and actually moving forward with any physical building. By the time any structures are built probably the earliest being in 2 years this is not going to be solving any housing crisis as there are multi other developments already moving forward which are solving this issue.

Applicant Comment - Abrika has never made these comments being attributed to us. We have design drawings in place for the architecture

and would begin vertical construction no later than the Spring of 2022 following approval of the swap. While we wish the housing crisis would simply go away in two years, it will not. The 2018 Housing Needs study identified a need for 7,970 new housing units by 2030. The study found that there were 2,110 households in the 60-100% AMI range (max price \$316k at the time) and 2,120 households in the 100-140% AMI range (max price \$443k at the time) that wanted to buy a home, and a total of only 63 listings in those price points in the entire valley.

- 23) If providing multi-family housing is of primary importance, these are the units that should be constructed first within the parameters of the original plan. There is no reason the rest of the town should be affected by the lack of infrastructure planning of the developer.

Applicant Comment - This is not a matter of lack of planning. In fact, Abrika planned for this possibility in its current infrastructure design. This is simply a response to the changing needs of the ECSD and the lack of any housing inventory in Eagle.

Related to Mountain Recreation:

- 24) Has Mountain Rec's opposition to this swap been acknowledged at all? They are a big caveat with future plans and this entire process. Many studies took place that resulted in the school's location where it is now. This seems to be getting forgotten and not good business for the Town of Eagle and its residents.

Planning Staff Comment - Staff quoted Mountain Rec extensively in the staff report from March 2nd.

Applicant Comment - Abrika is not aware of any study that was done to determine the optimal location for the school.

- 25) Mountain Recreation a public entity has spent money on producing the concept for the proposed Eagle facility improvements. They have spent money on consultants, reports, conceptual plans and cost estimates all based on the existing land parcels and having shared facilities with the school. Is the Developer or the Town of Eagle prepared to pay this money back to taxpayers for what is a potentially a waste of money now? Mountain Recreation are also moving forward

with the fundraising and ballot measures for this which is significantly further ahead than the Developer is with their plans.

Planning Staff Comment - As seen in the staff report, staff focuses on plans and policies to evaluate an application.

Applicant Comment - Abrika reviewed the Mountain Rec plan and the school swap land layout was chosen to minimize conflict with the Mountain Rec plan. One ball field would need to move to a nearby open area, but the core amenities are unaffected.

- 26) Answer the questions, address concerns presented by Willy Powell on Zoom.

Planning Staff Comment - Staff believes that Willy's questions were addressed during the meeting on March 2nd. If there are additional questions that Soleil would like answered please let us know.

Applicant Comment - Please state the specific question. Abrika recalls that Willy asked if the ECSD had an opinion on this swap, to which we responded that their Land Use Committee stated to the Town that they prefer the new location although recognize this as a Town decision.

Regarding the SWAP of land:

- 27) Look into the request for land value of both the current school site and proposed and provide that to the public. (public comments by Al Musser?)

Planning Staff Comment - As seen in the March 2nd staff report, staff focuses on plans and policies to evaluate an application.

Applicant Comment - We're not aware of a requirement for the TOE to verify land values, but the value of the new site would likely be greater than the current site due to the increased size (4 acres larger). While Mr. Musser is correct that the new site is not currently improved, Abrika is required to improve it when the ECSD intends to build a school. The land is not comparable to the land sold at Hockett Gulch, as suggested by Mr. Musser, because it is not entitled with the right to build 500 housing units.

- 28) Please expand or have the developer expand on why single-family housing lots cannot be a viable location for this workforce housing if we currently have an overabundance of single-family residences? (follow up to Bill Nutkins and Jesse Gregg?) P&Z members asked these

questions of Rick and he avoided answering. The simple answer-it would cost developer more money. Truly it's not about housing for them, it's about money.

Applicant Comment - There are a total of 8 single family and 5 duplex lots created in Filing 1. There is not enough space in the location of the existing single-family lots to accommodate multifamily housing and the associated parking with the required setbacks from Sylvan Lake Rd or the internal road. To convert these lots into a MF parcel, we would need to remove the Filing 1 infrastructure in the alley (gas, sewer and non-potable) and in both Sylvan Lake Road and Red Peak Road (water, broadband and electric). These utilities have also been designed to serve future filings and Neighborhood A1 Phase 2 so replacement lines would be required to be installed in the roadway which would require removal and replacement of the road, curb and sidewalks.

- 29) Please address or have the Fire Department address the potential dangers of having a fire department directly across the street from a school during emergency calls situations simultaneously occurring with school start/end and carpool etc., exiting onto a busier Brush Creek Road with a stop sign or round-about on this street and Ouzel, which potentially will cause a backup of traffic in this area.

Planning Staff Comment - The Fire District has been a referral agency on this project since the application was submitted in October. Thus far, they have declined to comment. Staff emailed the Fire District on Friday, March 26, 2021, we are awaiting a written response from the Fire District.

Fire District Comment -

- 30) Rick stated the developer proposes a new school site only 3000ft from the Mtn Rec area. It is actually one mile away, or 5,280ft. What else was stated incorrectly by the developer? This distance between the rec facilities and proposed school, creates issues for students.

Planning Staff Comment - Staff calculates this distance at roughly 3,367 ft (as a crow flies) and roughly 4,210 ft (if trying to follow future roads and guestimating where the school might be on both parcels). Exact distance is almost impossible to measure as we don't know where the school will be regardless of which parcel it is eventually built on.

Applicant Comment - Rick did not state the new site was 3000ft from Mtn Rec, Rick stated that the new school site is 3000ft from the current school site.

- 31) The developer in their original approval process stated that all LERP units would be dispersed in a reasonable manner throughout each neighborhood. Approving their new proposed amendment directly contradicts that and goes against the Eagle Area Plan of diversity throughout.

Planning Staff Comment - There was a condition of approval in the staff report noting that LERP would be reviewed during time Development Permit application, should this application be approved.

Applicant Comment - The LERP units would be frontloaded, which is beneficial for the Town, but would still be spread among multiple locations within A1 and A2.

- 32) Regarding the quality of workmanship of any workforce housing built, are there Town standards to follow? Building costs are ever increasing. To build a 900 sq ft unit and keep it within an affordable price-point has implications of workmanship that will not hold up over time. Is this how Eagle wants to satisfy our housing needs? Could such a large PUD development with a new proposal to have ALL workforce housing at the entrance follow what Eagle is trying to implement long-term?

Planning Staff Comment - The developer will need to follow the design and architectural standards for buildings in the PUD that they will submit to the Town for approval prior to the construction of any dwelling units. In addition, they will need to submit Major Development Permit applications for certain multi-family buildings. They will also need to abide by all Construction Rules and Regs adopted by the Town and enforced by the Building Department.

Applicant Comment - Contrary to the implications of this statement, we believe being a part of the "workforce" is a positive and look forward to providing affordable housing options to those that currently have none. We have shown renderings of the finish quality we plan and do not intend for these units to be low-quality.

- 33) If hearing correctly, Jesse Gregg stated that he was not understanding why the swap would happen at all when the use of other areas within Haymeadow could be an option. Please expand further on

this idea, especially on behalf of the Soleil homeowners and many others adversely affected with the proposed swap location. Prefer both a Town and developer response.

Planning Staff Comment - Planning staff has asked this question previously as well. The response has been, both from the previous Director of Public Works and the Developer, that there isn't enough land already subdivided and served by the existing infrastructure to move some of the density to land other than at the school site. That site is the only area both large enough to accommodate the density and infrastructure ready (this primarily has to do with water pressure).

Applicant Comment - As stated above, the single family lots are not a possible location for increased density due to the small size of that parcel, setback requirements from the existing roadways, and in-place infrastructure.

- 34) Why can't the current school site and park be reapportioned in acreage where it is now if the school district wants more land?

Planning Staff Comment - There's nothing to say that it couldn't be. Neither the School District nor Mountain Rec has approached the Town to have this discussion.

Applicant Comment - It could, but the Town would have a smaller park parcel.

- 35) It seems that in the Zoom meeting, there was a question of the exact number of units to be moved to the school parcel. By our count, we came up with 304 units. Can we get a clarification on the exact number of units?

Planning Staff Comment - 146 multi-family dwelling units were originally planned for Neighborhood A1. The developer has removed 48 MF units from Neighborhood B and 64 MF units from Neighborhood C. The resulting MF swap is for 112 MF units from Neighborhoods B + C. This results in a new MF unit total for Neighborhood A1 of 258 units. The exact number of units that Haymeadow is requesting to transfer is 112.

Applicant Comment - 112 is the exact number of units to be moved to the school parcel. This is clearly stated in the application. The site plan shown to Soleil and P&Z with 188 units is for 19.5 acres, 14.3 is the school parcel and 5.2 is an already approved multi-family development tract within Haymeadow that would be built with or without the swap.

76 units on 5.2 acres is already approved, we would be adding 112 units to the 14.3 acres and combining the parcels to make a more efficient site plan.

- 36) Was a water analysis conducted when the original PUD was approved? If not, why not? If so, how much extra capacity was available in the current system to allow for supplying 304 additional units? What will be the burden on the current water system given that so many more units will be using the existing water infrastructure. How would this impact the rest of the town's residents?

Planning Staff Comment - This was calculated at time of 1st Subdivision Final Plat.

Applicant Comment - A water analysis was conducted for the project and the first phase. The 112 additional units in the first phase will not impact the rest of the town's residents.

Regarding Traffic Issues and Field Street:

- 37) Who pays for the traffic study? The overall traffic issues external to Haymeadow in the surrounding area should be taken into consideration, as well as all Eagle streets feeding in and out of this area, including traffic patterns to/from Hwy 6/Grand Ave.

Planning Staff Comment - The developer pays for any studies required by the Town and directly related to a land use application. A Town-wide traffic study would need to be paid for by the Town. There is currently a Grand Avenue Corridor Study underway, which will evaluate traffic on Grand Avenue.

Applicant Comment - Haymeadow paid for the traffic study, using the same traffic engineer that the Town of Eagle uses. The traffic study did take into consideration traffic external to Haymeadow.

- 38) The developer rep-Rick Pylman stated on Zoom that Field Street will not be a thru-street per their proposed swap and/or with any other part of the development, ever. Please state the Town's position or associated agencies regarding this issue.

Planning Staff Comment - Field Street is a public street. In Mountain Rec's plan, Field Street is shown dead ending in an overflow parking lot. In the approved Haymeadow PUD, there was the potential for an emergency access route from roughly the vicinity of Field Street

through to the road that the school would be on (perpendicular to the Sylvan Lake Road extension).

Public Works Comment -

Applicant Comment - Abrika is not proposing any extension of Field Street.

- 39) Traffic studies are 8 years old and should not be used to try to push something through like this large proposed change. New studies need to take place including surrounding traffic feeder areas, external to Haymeadow. Will this happen? Will these traffic studies be performed by an independent firm, not associated with the developer?

Staff Comment - Public Works and Planning staff reviewed and discussed the previous Traffic Study as well as the updated traffic Memo, it was felt that the Traffic Study did adequately address the external impacts of Haymeadow, but did not provide enough information regarding traffic patterns and impacts internal to the development. This information is detailed in the March 2nd staff report.

Applicant Comment - The prior traffic study assumed full buildout of all approved properties in Eagle, including an assumption of buildout on what is now the Hardscrabble conservation easement.

- 40) The traffic study needs to consider all the weekend leisure traffic to Sylvan Lake and the all the cyclists that use this route and having a roundabout near Ouzel Lane could potentially cause accidents.

Planning Staff Comment - Staff believes that the existing impacts to Brush Creek Road were adequately addressed in the traffic study.

Applicant Comment - The location of the school will not change the configuration of the intersection at Ouzel Lane and Brush Creek Road.

- 41) School runs from August thru May-most students would likely ride their bikes to the currently approved location and therefore less traffic than a multi-unit housing development and only for 9 months/year. This will help with traffic issues, contrary to a large housing installation.

Planning Staff Comment - The additional internal traffic impacts requested by Public Works should help us to better evaluate these concerns.

Applicant Comment - The updates to the traffic study will incorporate an analysis of walking and biking traffic. Both sites are connected by 10-

foot-wide bike paths over a short distance and while some households may be further away, others will be closer.

- 42) Starting salary for an ECSD teacher appears to be \$42K. With that salary, what teacher can afford a \$400K 1- or 2-bedroom unit on their own? This type of housing will lead to more people living together in these smaller units, creating even more traffic and parking issues. More people, more cars. Elevate Eagle Comprehensive Plan provides data of 2.96 people per household. Vehicle count will potentially be even higher in this area. And the developer's proposed 3 story units to be placed in the current school location does not have nearly enough parking to accommodate.

Applicant Comment - The ECSD Housing Master Plan states "For many years, District employees have identified housing as one of the biggest challenges to living and working in Eagle County." The Master Plan states a goal of providing 120 housing opportunities for ECSD employees and defines "affordable" as less than \$412,000 (140% AMI or \$105,000 for two people). Haymeadow will be required to meet the same parking code as all other developments.

- 43) We also agree that moving these units farther north does not alleviate many of the issues, especially the traffic issue. As residents of Field St. who were told at time of purchase that Field St. would remain terminated at its current location. We feel our home value will be negatively impacted if this becomes a through street. We remain strongly opposed to this swap.

Applicant Comment - As previously stated, Abrika is not proposing any extension of Field Street.

Cabin Issues:

- 44) Clarify who would renovate, own, maintain, and potentially profit from any venues at the manager's cabin? If the profit would go to developer, then the Town should definitely take into consideration the public comments made regarding the Pavilion not at capacity.

Planning Staff Comment - The developer would renovate, own, maintain and potentially profit from the Cabin. The Cabin would not become Town Property at any point; the developer will maintain full

control over this property and will dedicate a different piece of property to the Town for Open Space. The Pavilion is not an equal comparison, as it is not privately owned and operated. This was addressed In the March 2nd staff report.

Applicant Comment - Abrika would renovate, own, maintain, and potentially profit from any venues at the manager's cabin. The venue would not compete with the Pavilion. The venue would primarily compete with other destination locations for weddings like Piney Lake, not smaller local events.

- 45) My comment is for the developer-following historic preservation and landmarks, why not attempt to get it on the registry and renovate the cabin with that intent and for the Town of Eagle historical preservation, instead of trying to renovate to make an extra buck?

Applicant Comment - We believe that Eagle will benefit from having this events space and have very strong support from local wedding and events related businesses for this amendment. All new ventures have risks, but we do plan to profit from the cabin as all businesses do when they invest in improvements.

Additional Information:

- 46) Also attached-more signatures for public record of those in OPPOSITION to the proposed swap. (cover letter plus 3 pages)

Thank you.
3/9/21



MINUTES
Planning & Zoning Commission
Tuesday, March 2, 2021
6:00 PM

ZOOM MEETING

This agenda and the meetings can be viewed at www.Townofeagle.org.

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

1. Virtual Meeting Procedure

- Register in advance for this meeting [here](#).
- Public comments can be made when the Chair opens the public comment. Please prompt through Zoom to raise your hand and you will be called on when it is your turn.
- All public attendees will be muted during the meeting, unless the Chair or meeting facilitator invites them to speak live during the meeting.
- Meetings are recorded and will be published on the Town's web page.
- For technical difficulties, please email peyton.heitzman@townofeagle.org and we will do our best to assist you.

6:00 PM - REGULAR MEETING CALLED TO ORDER

Chair Hood called the meeting to order at 6:08pm.

COMMISSIONERS PRESENT

Jesse Gregg, Kyle Hoiland, Bill Nutkins, Robert Townsend, Lani Webb, Matthew Hood, Keegan Winkeller

COMMISSIONERS ABSENT

Charlie Perkins

STAFF

Chad Phillips – Community Development Director
Angie Kyle - Administrative Tech II
Jessica Lake - Planner I
Peyton Heitzman – Planner I

PUBLIC COMMENT *Citizens are invited to comment on any item not on the Agenda subject to a public hearing. Please limit your comments to five (5) minutes per person.*

Opened public comment at 6:08pm. There was no public comment.

PUBLIC HEARING

1. Project: Haymeadow PUD Agreement
File #: PUDA20-01
Applicant: Brandon Cohen, Abrika Properties, LLC
Rick Pylman, Pylman & Associates, Inc
Scott Schlosser, Owner's Representative
Location: 660 acres south and east of Sylvan Lake Rd and Brush Creek Rd
Staff Contact: Jessica Lake, Planner I
Request: Two requests for a major PUD amendment within the Haymeadow development.
1) Request to swap the School Land portion of Tract E with multi-family development and to allocate a different parcel for a future school site. 2) Request to renovate an existing cabin currently located in open space to the East of Neighborhood D as an event space and to swap this open space parcel with land equal in size and desirability.

APPLICANT PRESENTATION

Applicant Rick Pylman began the presentation with the Haymeadow PUD Preliminary Plan approval from 2014. To summarize, the Plan for the 660-acre parcel included 837 units (40% multi-family & 60% single family); 60% open space; system of trails throughout; five distinct neighborhoods, community parks, a fire station and school site. He discussed the community background, the PUD development plan, the 2019 Filing 1 Final Plat infrastructure and the land dedications. The first phase of development is focused around utilizing an existing water pressure zone that could accommodate the park & school sites and first phase of homes. Today's application contains two separate requests: school site/residential location swap and use of existing cabin for special events. Applicant went into further detail on the PUD Amendment request, first by highlighting the public benefits of PUD amendments as they pertain to changing conditions/community needs (cites the Healthcare Center and Continuing Care projects brought into Eagle Ranch). Applicant also highlighted the great supply/demand imbalance for entry level pricing on homes and how this amendment would address that need sooner. Next point suggested the existing school site is going to be vacant for many years as Eagle County Schools has not indicated future plans to build a school. The proposed land swap offers a larger park and school site; Haymeadow plans to designate an additional 5 LERP units to Eagle County School District (ECSD) employees. Presentation then explained the effects of the land swap on neighborhoods A1, B and C and their densities. Applicant then discussed, in further detail, the neighborhood details of the school swap, build out of the community trail system throughout Haymeadow and how the traffic patterns will shift. Applicant's presentation then shifted to the second request regarding plans for the cabin located next to Haymeadow's Neighborhood D. The cabin upgrade includes major interior and landscaping renovation. It would serve as a luxury community event space for intimate events. He discussed the conceptual cabin site which would include relocating a portion of the Haymaker bike path, major event/tent lawn, service area/sanitation system and seasonal availability.

To summarize, applicant went through the conditions for PUD Amendment, the 9 criteria for a PUD Amendment and their responses to each. He addressed the public comment concerns including traffic (Frost Creek and school site), fire department/school location, and LERP units being dispersed throughout Haymeadow. He went through the staff recommendation and informed the Commission that the application complies with all the conditions.

STAFF PRESENTATION

Jessica Lake presented the file information and the two requests. She informed the Commission that the Trails Manager has reviewed and supports the cabin request. Staff reviewed the six conditions (standards of approval) from Section 4.11.050 required to amend PUD development zoning and development plans. For the school, staff recommends a continuance (tabling) of the swap of the school land portion of Tract E with multi-family development to allocate a different parcel for a future school site until April 6, 2021 based on updating the original traffic study and providing a remodel for all utilities, specifically water service for the increased density within Filing 1. Staff requested to receive this information by March 26, 2021 however if the Commission does not agree with staff, there are 9 conditions of approval for the school site swap.

In regard to the cabin, staff is recommending approval with conditions based on the 6 conditions for a PUD amendment. Staff believes application meets all 6 conditions in addition to the 9 suggested conditions of approval. Eagle County Community Development provided an email on March 1 indicating their concerns with traffic to the cabin and that Colorado Department of Transportation (CDOT) does have specific requirements around this project. Based on this comment staff has included two additional conditions for approval (10 & 11) regarding a left-hand turn lane and a site plan for 20 parking spaces.

Staff concluded the presentation with discussion topics for the Commission, which include the following: are both the school swap and cabin renovation efficient developments; does the school swap and cabin renovation affect the enjoyment of land and public interest; does the school swap detract from use of school-rec parcel and does the cabin detract from the Haymaker trail use; and lastly are both requests in compliance with the 2010 Eagle Area Community Plan.

Q & A

Commissioner Holiand asked if the applicant has to meet all the conditions? Staff confirmed that applicant must meet all 6 conditions.

Commissioner Nutkins asked about special events parking for the cabin - where is the overflow parking for the shuttle and is the applicant required to submit a Special Use Permit to shuttle people? Staff replied that applicant will not need a Special Use Permit because the cabin is on private property. Chad Phillips included that with the approval, we can't include other approval parameters outside of the PUD, however we can work with the shuttle company to create approved pick-up/drop-off locations. This detail would then be addressed in the development permit stage. Next, Commissioner Nutkins commented about working with the trail recommendations, he foresees private events complaining about through traffic. He had encouraged that strong language be included to ensure there aren't trail closures, especially on weekends, to accommodate events. Lastly, Commissioner Nutkins asked about the corridor distances between the neighborhoods and Rick replied they are about 300 feet in width. Commissioner Nutkins also included that he sees a significant

traffic impact if you move a multi-family parcel. Instead of going towards Soleil, did Haymeadow consider moving the parcel vertically to provide a bigger buffer to those with concerns about the proximity to Soleil? How do the densities match up with what we have been approving? 160 units form 18+ acres and putting them on 14 acres. Calculations decreased from .2 acres per unit to .12 acres per unit. Rick confirmed that it would be more dense, with smaller and more attainable units.

Commissioner Townsend asked if the new traffic study staff is requesting would address the altered traffic flow? Staff replied yes, when they met with Public Works, Town Engineer and Applicant they noted that the traffic study looked at Haymeadow as a whole development and external influences and neither memo studied internal flows – that is the new traffic information staff is requesting. Commissioner Townsend also commented how this PUD amendment increases multi-family units to now 75% on this parcel which will affect the traffic flow.

Commissioner Webb asked what the plan is for the parcel to the north since Applicant is removing multi-family homes from this parcel? Rick replied they will have more room for single-family density though there is no design for this yet.

Commissioner Winkeller asked has the school layout been designed? In Rick's presentation, turning on Ouzel Lane with a right-hand turn in the school, it appears the only right-hand turn is the bus lane. Per this layout, it looks like it's bottlenecking traffic beyond the roundabout. Rick said this rendering shows the site plan for Gypsum Elementary, for scaling purposes, which is not suited for this site. ECSD would design a school specific for this site. To prevent bottlenecking there needs to be a forced right-hand turn to exit out of the school.

Chair Hood asked staff if the traffic study would address if they moved the school site further from Town core, does that mean there are additional trips generated because people are biking/walking less? Staff confirmed they asked for the study to address all transportation modes. The Town already owns the original school site land so why would they give it away in exchange for a different piece of land? Chad Phillips confirmed that Town Council has signed off for the Town to process the application. Land ownership issues are is not a part of Planning & Zoning consideration.

PUBLIC COMMENT

Chair Hood opened public comment at 8:10pm.

Colleen Gauron, 2023 Montgomerie Circle – Commented that The Three Sisters Trail is closed December 1 – July 1, that is an impact to the wedding venue. Also, adding 288 residences is quite significant. She lives in Brush Creek Village which has 80 units and she says that feels pretty dense.

Gary Scanlon, 1720 Montgomerie Circle - Looked at the last workforce housing project at Hockett Gulch, developer sold the land for \$700 million. Encouraged the Commission to continue to table the request and ensure the Town knows what the land's worth. Also encouraged tabling of the cabin request to avoid feeling rushed to make decisions.

Al Musser, 2315 Eagle Ranch Road – Encouraged the Commission to “follow the money” understanding that the developer is after a large sum of revenue today as opposed to deferring it later. Asked the developer if

they would be proposing this land swap if they were not making more money? As for the cabin, it seems to replicate what Brush Creek Pavilion (BCP) offers to the community. It seems that BCP is under-utilized, why would we create a similar venue at additional cost?

Mike Claymon, 116 Soleil Circle – Voiced that he is opposed to land swap. There is nothing wrong with current location, it seems to be the best location and there are many things wrong with the proposed location. The only reason to approve the land swap is to allow the developer to defer the infrastructure costs which is the developer's primary motivation. Don't bail out the developer at the expense of surrounding communities. The most obvious reason for denying this proposal relates to code 4.11.050, item #2 about substantially adversely impacting the neighboring homeowners. Asked the Commission to deny.

Lizzy Owens, 49 Soleil Circle – Adamantly opposed to the school swap. The existing school site was chosen after much research, thought, work and money were already allocated into the project to determine the best location. The original Haymeadow plan supports the partnership with the Mountain Rec location. Also, with regards to code 4.07.100.884 regarding environmental and socioeconomic impacts, the study cited was from 2013 which seems outdated. Encouraging the Commission for a new wildlife study. Lastly, to address the socioeconomic impacts, the proposed 112 units would cost roughly \$350,000 for a 1,000 sq.ft. unit which is unaffordable to many teachers. Additionally, how would the workforce living in this area commute without proper public transportation in this area?

Kat Conner, 710 Bull Run and 228 Broadway Street – She is for the proposed land swap as a business/commercial property owner and workforce housing is needed in Eagle. The main issue with this is that all this housing has been approved and she thinks it's awesome that Haymeadow is wanting to push this development to a quicker time. Brush Creek Elementary is not at capacity therefore the need to build a new school is not as immediate. Lastly, the cabin is amazing and the historic preservation of it would be great for our community and the whole valley to enjoy. It would offer a different experience compared to Brush Creek Pavilion.

Willy Powell, 210 Violet Lane – Former Town Manager when Haymeadow was originally approved and was heavily involved in the planning process. During that planning process the school district created a very detailed site plan of the existing site (school, playing fields and parking) to accommodate regional events. Has this been considered? Next question, has the school district undergone a similar exercise with the land swap. Rick commented that the school district is letting the Town make the decision, and not voicing any advocacy. Willy asks if this is really true?

Barb Wendell, 67 Soleil Circle – In opposition for the land swap and agrees with Mike and Lizzy. To address Kat Conner's comments, the two items (land swap and cabin) should have been separated. After looking at the 81 public comments, 15 businesses were in favor, 1 resident was in favor. We organized an informal petition with over 200 signatures and a Facebook group. Please take those most affected, Eagle residents, in consideration. Everyone in Soleil is against except for one resident. If you would split up the school and the cabin, you would see the results are totally opposed to this. There is a sudden haste to get this project done, this doesn't eliminate Haymeadow from moving forward with A1, a total 340 housing units. If this wasn't going to happen then you would have put expense into a water tank, that is an additional benefit to the developer to move that over.

Rae Sanders, 158 Soleil Circle – In favor of the school site swap. After discussing this with Brandon Cohen (applicant), she has complete trust in what he is doing. She doesn't want a school fence in her backyard. She said that homes next to schools go down in value, that's what has happen in New Orleans where she is from and owns property. We should be more inviting and more inclusive in regard to shift workers. She is onboard with what the developer is proposing.

Mike Staten, 18 Soleil Circle – Opposed to both the land swap and the cabin. After looking at both sides, he can't see the positive for the residents of Eagle, it seems to be a one-sided affair. We could move that open space to where the BMX track is to complement the recreation amenities already there and make the area more welcoming to the events already in place. With regards to the cabin, it seems to be like a duplication of services. Will the cabin shift focus away from the areas trying to maintain business?

Gina Van Hekken, 59 Soleil Circle – Opposed to swap. Appreciates Commissioner Nutkin's comment on density and how drastic the change will be. She has lived here for 15 years, the draw to Eagle is that it is multi-use, by moving the density all to one area, it will seem crowded. The shared facilities with school site and Mountain Recreation, she understands that it's one of the Town's priorities to bring more events into the Town however where she lives, they already see the overflow of parking. To move the parking a mile out is an overstatement. Spreading out multi-family units throughout Haymeadow development seems to be a better fit with Eagle's vision.

Matt Owens, 49 Soleil Circle – Voiced opposition to school land swap. First question about the buffer zone between Soleil and multi-family units, who is going to irrigate this? Next, requests that the new traffic study account for the fact that many of these new units will be 2-bedroom units and the number of people that may equate to. As for the parking code, looking at the layout provided, at the moment it's not meeting code based on the number of units and parking spaces. They are under 56 parking spots that will overflow to the streets which could cause traffic issues and accidents. Lastly, we are going to miss out on the opportunity to share and host events with Mountain Rec which would take revenue away from the town. Finally, looking at the 2010 and 2020 Comp Plan the high-density zoning should be located closer to I-70.

Public Comment closed at 9:02pm.

RESPONSE TO PUBLIC COMMENT

Rick began the deliberation segment. Rick clarified that the project proposes 258 multi-family units in Neighborhood A1. The proposed site plan is detailed for 188 units, which equates to 9-10 units per acre which is not an unusual condominium density level. The proposed land swap does give the developer the opportunity to pay back costs for infrastructure much more quickly, not as financial mismanagement but as development efficiency. To address wildlife issues, the Division of Wildlife was a referral agency and they did not pose many issues around trail and open space closures surrounding the cabin request. Closure on the trail is due to calving area. Next, addressing the "Field of Dreams" concept, Rick indicated that Mountain Rec does not have this included in their conceptual master plan anymore and that the multi-fields concept would be deferred to the fairgrounds area. We don't need Field Street to serve this project, the only reason it would happen is through the Town or Mountain Rec. Next, to address the traffic study, Rick confirmed that they use Institute of Traffic Engineers' Standards for multi- and single-family units in order to meet parking code. Lastly,

applicants are open to Bill's suggestion on a vertical layout. They assumed the proposed suggestion was better for Mountain Rec but they are open to other configurations. Lastly, based on Mountain Rec's illustrative concept, using a portion of the parkland there is still room for all their plans and the proposed school site swap still provides an option for overflow parking. Rick also commented that the school district supports the land swap, saying they preferred the new site and there is no concern over synergy with Mountain Rec based on the new park the applicant had proposed to build.

The Planning & Zoning Commission is not considering land value in this swap, that issue will be for Town Council to weigh on. Similarly, in trying to address the question of capacity use at Brush Creek Pavilion and the duplication of services with the proposed cabin, Chad reaffirmed that the Commission filters information and comes up with decision by enforcing regulations and plans. Staff reports are created to help guide this decision. Ultimately, the question at hand: Is this land use appropriate for this site?

Commissioner Nutkins commented that because the cabin is a private venue/business, the question of whether we need another venue or not seems irrelevant. It is up to the private owner.

Chair Hood commented on the multiple questions surrounding the positive or negative impacts on property values and the detriment or benefit to the adjacent property owners. Chair Hood reiterated that Council will discuss.

Commissioner Nutkins asked if the 32 acres is currently dedicated and owned by the Town. Jessica confirmed it is. Because the land is currently Town property, it seems to make more sense that Council should have approved the land swap first before the Commission address appropriate land use requested by a private entity. Chad restated to try and put that thought process aside and simply address the land use and whether it complies with the Town's plans and policies.

Chad addressed detail issues presented by Matt Owens. There will be a development permit after the PUD because a lot of those details, such as number of parking spaces, will be addressed through the development permit process.

Chair Hood asked about the height limitations for school use versus residential use. Chad commented that once a district purchases land for school development, they have statutory authority to bypass local land use and local building code because they use a state inspector. However, the residential height limitations for Haymeadow would still be applicable, which is 35 feet for a multi-family dwelling.

Commissioner Gregg asked Rick about oversaturation of single-family units in Eagle however in Phase I, they are still building single-family lots. So, what is the purpose of the land swap? Why can't these single-family lots be used to transfer the multi-family density onto those lots and negate the land swap? Rick commented on the efficiency of using the infrastructure-ready land now and bringing on multi-family units sooner.

MOTION: COMMISSIONER ROBERT TOWNSEND MOTIONED TO CONTINUE TO TABLE PUDA20-01, THE CURRENT DISCUSSION OF THE LAND SWAP, PENDING INFORMATION FROM THE APPLICANT AND FURTHER DISCUSSION BY THE PLANNING & ZONING COMMISSION ON APRIL 6TH.

MOTION WAS SECONDED BY COMMISSIONER KYLE HOILAND AND PASSED WITH A VOTE OF 7 (GREGG, NUTKINS, TOWNSEND, WEBB, HOILAND, WINKELLER, HOOD) IN FAVOR AND 0 OPPOSED.

ADJOURN

MOTION: COMMISSIONER BILL NUTKINS MOTIONED TO ADJOURN. MOTION WAS SECONDED BY COMMISSIONER KYLE HOILAND AND PASSED WITH A VOTE OF 7 (GREGG, NUTKINS, TOWNSEND, WEBB, WINKELLER, HOILAND, AND HOOD) IN FAVOR AND 0 OPPOSED.

DRAFT



MINUTES
Planning & Zoning Commission
Tuesday, April 6, 2021
6:00 PM

Public Meeting Room / Eagle Town Hall
200 Broadway
Eagle, CO

This agenda and the meetings can be viewed at www.Townofeagle.org.

PUBLIC WIFI - TOEE – ((TOEEWireless))

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

1. Virtual Meeting Procedure

- [ACCESS THE ON-LINE MEETING HERE](#)
- Please note: All participants are automatically muted. In order to be called upon and unmuted, you will need to use the "raise hand."
- When it's your turn to speak, the moderator will unmute your line and you will have three (3) minutes for public comment.
- PUBLIC COMMENTS: If you are unable to attend, public comments regarding any items on this agenda can be submitted to the planner listed on the application, and will be included as part of the record.
- For technical difficulties please email Nikki.davis@townofeagle.org and we will do our best to assist you.

6:00 PM - REGULAR MEETING CALLED TO ORDER

Chair Hood called the meeting to order at 6:03pm.

COMMISSIONERS PRESENT

Jesse Gregg, Kyle Hoiland, Bill Nutkins, Robert
Townsend, Lani Webb, Matthew Hood,
Keegan Winkeller, Charlie Perkins

STAFF

Chad Phillips – Community Development Director
Nikki Davis - Administrative Tech II
Jessica Lake - Planner I
Peyton Heitzman – Planner I

COMMISSIONERS ABSENT

None

PUBLIC COMMENT *Citizens are invited to comment on any item no on tonight's Agenda. Please limit your comments to three (3) minutes per topic unless arrangements have been made for a presentation with the Administrative Technician. Those who are speaking are requested to provide their name and address prior to beginning.*

Public comment opened at 6:04pm. There was no public comment. Public comment closed at 6:05pm.

PUBLIC HEARING

1. Project: Haymeadow PUD Amendment (continued from March 2, 2021)
File #: PUDA20-01
Applicant: Brandon Cohen, Abrika Properties, LLC
Rick Pylman, Pylman & Associates, Inc.
Scott Schlosser, Owner's Representative
Location: 660 acres south and east of Sylvan Lake Rd and Brush Creek Rd
Staff Contact: Jessica Lake, Planner I
Request: Two requests for a major PUD amendment within the Haymeadow development.
1.) Request to swap the School Land portion of Tract E with multi-family development and to allocation a different parcel for a future school site. 2.) Request to renovate an existing cabin currently located in open space to the East of Neighborhood D as an event space and to swap this open space parcel with land in equal size and desirability.

Rick Pylman began the applicant presentation by giving a brief overview of the school site and residential swap. A 14.22-acre portion of Tract E that was intended for a school will be re-classified as part of Neighborhood, increasing the density of this neighborhood by 112 multi-family units. This equates to 7.9 units per acre. Alternatively, an 18.3-acre portion of Neighborhood C will be re-classified as the school site. The currently approved multi-family density in Neighborhoods B & C will be reduced by 112 units. Proposed density (in Neighborhood A) is consistent with other multi-family neighborhoods in Eagle, comparable to the Soleil Duplex density. Additionally, applicant believes proposed land swap does not interfere Mountain Rec's master plan. Original "Field of Dreams" concept of is no longer reflected in Mountain Rec's plan as it would interfere with other events such as mountain bike championships.

Shifting to the traffic impact study, Rick introduced Kari McDowell Schroeder, traffic engineer, into the presentation. The traffic study used in the application was conducted in 2013 and included data around Haymeadow, Brush Creek, Eagle Ranch and open space to the east. This study, along with the October 2020 memo, focused on external trips around Haymeadow. On March 26th, the traffic study was re-conducted to include internal analysis on both the original PUD configuration as well as the school swap configuration. The intersections they looked at include Sylvan Lake & Brush Creek, three internal intersections, and Brush Creek & Ouzel. The traffic study also concluded that the new school site is more walkable (examined .5 mile radius). In summary, traffic impacts are expected to be minor with no significant change in Level of Service (B or better through 2040). Recommendations from the updated traffic study included: left turn lane on Brush Creek Road at Ouzel Lane (recommended with or without school swap) and left turn lane on Brush Creek Road at the cabin (recommended with or without school swap).

Rick shifted the presentation to address the need of diverse and attainable housing units in Eagle, citing the Elevate Eagle Comprehensive Plan, and noting that currently there are no homes available under \$750,000 in Eagle. He presented a list of public benefits believed to be a direct outcome of the PUD amendment and additionally voiced that he believes their application meets the six criteria found in the Town of Eagle Land Use Regulations. Furthermore,

applicant agrees with staff's recommendation to approve the land swap along with staff's suggested conditions of approval for both the land swap and cabin use.

Staff Presentation

Jessica Lake began the staff presentation acknowledging that this is the second public hearing for the Haymeadow PUD Amendment request. The application was last heard on March 2nd and was continued based on staff's request for an updated traffic study as well as a remodel for water pressure in Filing 1. Staff confirmed the two requests being discussed: school swap and cabin renovation.

Staff called to attention key words from Section 4.11.050 as they pertain to conditions of amendment strictly from a land use perspective and staff confirmed that the application meets all six criteria. As a summary of this evaluation: 1) The original application compared to the new application does not appear to be more efficient than the other; 2) From a land use perspective, the uses do not affect the public interest in a substantially adverse manner; 3) There is no sole benefit from this application, several parties (applicant, housing advocates and those who want to buy in Haymeadow) will benefit from the approval; 4) From a land use perspective, despite the land swap, schools and housing units are compatible uses in residential neighborhoods; 5) Application does not propose any alterations to the open space plan; 6) Met through a condition of approval – applicant's commitment to provide streets and utilities to proposed school site and Neighborhood C. Staff recommends APPROVAL WITH CONDITIONS of the school swap based on Conditions 1-6 of Section 4.11.050 of the Municipal Code. Staff has included 10 conditions of approval, the two new conditions being conditions #9 and #10. Condition #9 asks the applicant to submit an application for subdivision of Tract E, the new school parcel, the cabin parcel, and the new open space parcel within one year from the current application's approval date. Condition #10 requires updated water modeling for Neighborhood A in addition to a plan for completion for the Sylvan Lake / Brush Creek Road roundabout.

Shifting the discussion to the cabin request, staff called to attention key words from Section 4.11.050. As a summary of the evaluation: 1) In terms of efficiencies, the cabin will be renovated into a seasonal use venue. A condition of approval has been included to ensure the venue connects to Town water & waste water; 2) Staff included conditions of approval in order to mitigate problems that could affect public use of the trails around the cabin (conditions of approval #4-6); 3) Approval of the application would benefit the applicant and local events and wedding businesses; 4) Both special events and trail access are compatible uses; 5) Ensures the open space plan must be substantially similar in quantity or quality (condition of approval #1); 6) Applicant will install a left-hand turn lane at Brush Creek Road and provide staff with a parking plan for the cabin. Staff recommends APPROVAL WITH CONDITIONS for the request to renovate an existing cabin to an event space and swap this open space parcel with land equal in size and desirability based on Conditions 1-6 of Section 4.11.050 of the Municipal Code. Staff has included 10 conditions of approval, reviewing conditions #9 and #10. Condition #9 asks that the applicant work with County and Town staff to determine necessary improvements for left-turn lane on Brush Creek Road which will be completed before any special events at the cabin site. Condition #10 asks the applicant to provide staff with a site plan showing designation for 20 parking spaces.

QUESTIONS

Commissioner Hoiland asked about Condition #9, if the one-year timeline expires does the land swap become null & void? Chad Phillips said yes, citing that it is a condition of approval. However, this timeline could be extended if the Commission and/or Council approved. Second, Commissioner Hoiland asked about Condition #10, if this land swap happens does it accelerate the plan to construct the connector road from Brush Creek Road to Highway 6. Staff replied

no, this would not accelerate that project but instead would accelerate the re-alignment of Sylvan Lake Road & Brush Creek Road (phase 2). Could we add a condition to accelerate the connector road from Brush Creek to Highway 6 (Brush Creek Road extension)? Chad replied that project requires Council's approval.

Chair Hood also asked about the one-year trigger around Condition #9. Chad reconfirmed that this serves as a condition of approval in order for Council to make a decision.

Commissioner Nutkins asked if Mountain Rec was included in the packet and what their comments were. Staff replied that they quoted Mountain Rec as a referral agency in the March 2nd staff report, specifically around Conditions #1, #2 and #4. A second question was posed to Rick asking if they had considered going north or east along existing residential area. Rick replied that Mountain Rec felt this idea was less attractive compared to existing land swap plan.

Commissioner Winkeller asked Rick what was less attractive about this to Mountain Rec. Per the staff report, Mountain Rec felt that the side-by-side split idea was a negative impact. While do-able, it doesn't resolve the joint-use lost as a result of the swap and creates a less usable parcel on the south end. The top-bottom configuration is preferred if the swap is approved. Mountain Rec and its Board remain opposed to the swap overall. Commissioner Nutkins commented how the sense of indifference does not help the neighboring homeowners.

Commissioner Perkins asked what level of education the school provides. Initial thought would be K-8, no change from district. How far is the new location from existing location? Rick confirmed just under a mile. Are we increasing emergency response times by moving the school east? A fire station is proposed across the street from the new school site. Rick added further comment stating there are multiple bike path connections back to the Mountain Rec Park and the Haymaker trail which still provides access to overflow parking. Commissioner Perkins asked if the school was anticipating use of the recreational benefits of the nearby park? Rick replied that the school was still planning to build their own fields to ensure they can use at their discretion. Chair Hood interjected with some comments from the chat feature, indicating that Mountain Rec did not agree with Rick's statement.

Commissioner Webb asked if we knew when Eagle County School District (ECSD) would need the elementary school to open. How many residences will be built before we actually need the school? Staff replied that ECSD does not have a pre-determined timeline. Commissioner Hoiland drew example from Buckhorn Valley in Gypsum who received a parcel of land for a future school site in 2008/2009 and after 11 years, it still has not been developed. One could speculate that the Haymeadow school site could still be 10 years out from development.

Commissioner Townsend asked if Public Works would comment on the new traffic impact study, particularly internal circulation. Tom Gosiorowski, Town of Eagle Public Works Director, stated that there was no big consequential change to the level of traffic performance regardless of where the school was located.

Commissioner Winkeller asked Rick if the developer would view the land swap as a hardship or a way to develop efficiently, particularly to quickly build attainable housing. Will the approval of this amendment increase the development progress timeline? Brandon Cohen, the developer, confirmed that the land swap would accelerate the development pace and ensures that the project keeps moving forward. By bringing higher density products into phase one, this secures the cash flow to pay for the next series of infrastructure. Additionally, the Town attorney will draft an agreement that requires the developer to extend the infrastructure to the new school parcel which includes a new water tank and the roundabout at Ouzel Lane.

Commissioner Hoiland asked Chad and Jessica what the terms are for building the new connector road to Highway 6. The design plans are currently with the Town Engineer and Public Works and from today, there is a two-year timeline for land acquisitions. Cumulatively, there is a five-year mark for the construction of the road. Based on the building permit trigger point (300 units), developing higher density sooner could accelerate the construction timeline. Commissioner Hoiland also asked to clarify that the applicant must meet all six conditions of approval. Staff confirmed that yes, the conditions must be met and serve as the basis for the Commission and Council's approval.

PUBLIC COMMENT

Public comment opened at 7:13pm. Public comment closed at 8:05pm.

Michael J. Kleinman, 98 Soleil Circle – Why would Town attorney prepare an agreement for the setbacks if the Council has not approved the amendment? Also, in reading the ordinance, it seems that the special condition only applies to the developer, gaining financial benefit. How does this amendment grant a special benefit to anyone else?

Sam Blethen, 392 Eagle Road, Avon – Voiced support for the development, he and his family would love to move to Eagle. Would like to see the project move forward and create more opportunity for people to move to Eagle. Believes the development plan would be successful.

Mike Claymon, 116 Soleil Circle – Voiced opposition to the land swap, focusing on item #2 from section 4.11.050. Believes that this particular item does not address land use but rather how this amendment affects the public interest. Amendment would block mountain views, move the school farther down (8/10 of a mile), remove the school from the adjacent Mountain Rec facilities, reduce property values to adjacent land and increase traffic on Eagle Ranch Road which are substantial adverse impacts.

Kirstin Shaw, 2189 Brush Creek Road – Voiced concerns about extra traffic on Brush Creek Road especially due to the current 40 MPH speed limit; 7 families on Brush Creek Road would be directly impacted. Has asked for speed limit to be reduced but has not received an answer. As for the cabin, asked that wildlife closures be considered as well, not just the Haymaker trail. Next, what is the backup on the blind curve? Lastly, what does the turning lane look like and what sections of the road would be taken, Brush Creek Road is already very narrow.

Mike McCormack, 88 Seabreeze Street – Currently the Vice President on the Mountain Rec Board and also serves on the Mountain Rec Foundation Board. Voiced that Mountain Rec has a cordial relationship with the developers. Feels that Mountain Rec's needs were mischaracterized with previous statements that indicated they only wanted the extra parking and that this plan doesn't adversely affect Mountain Rec's plans. The Board would respectfully disagree with these statements. The school's original location is much more synergistic with Mountain Rec's use (multiple fields and additional parking closer to the facilities). Feels that the current plan is a good plan and is in community's best interest but if the land swap happens, they may need to recreate their plans.

Pete Danforth & Amy Gornikiewicz, 106 Soleil Circle – Began by addressing Rick's presentation on property density. Believes the developer's challenges with the water tank and infrastructure are not local homeowners' problem. Next, commented on the date of the traffic study (from 2013) and believes the data is bad. Believes that more people would be negatively impacted. Next, does not think 20 parking spaces is enough for the cabin. Agreed with Kristin Shaw's comment in that seasonal cabin closure should coincide with wildlife closure, not trail closure. Lastly, believes the developer's stance on wanting to create affordable housing is more about the developer being overbudget and now they are trying to catch up.

Lizzy Owens, 49 Soleil Circle – Voiced that this land swap would adversely affect the enjoyment of the land, especially for the future kids going to the school. By approving the swap, we are taking away recreational opportunities from kids and this adversely affects our community. Does not see any good reason to approve this.

Jason Cowles, 64 Aidan Road – Served on the Eagle Planning & Zoning Commission for over 8 years, including 6 years as the Chairman. Began by commenting on our community's longtime need for affordable housing and how he could understand the developer's desire to capitalize on the current situation by frontloading multi-family housing. The concern is that are we sacrificing the community's long-range vision for this site so that the developer can maximize on the current housing/market conditions.

Ryan May, 2037 Brush Creek – Voiced that the recreation area is the life-blood of the community and our children. Understands that if the land swap doesn't happen, there will be bigger apartment complexes and more multi-family units but if the swap does happen, there will be a chance for smaller houses in your view. Seeking more clarification on this but understand development needs to happen. Overall, he is opposed to the land swap.

Rae Sanders, 158 Soleil Circle – A supporter of the land swap and voiced that several neighbors are also in support of the developer's proposal. Commented on a petition that went around and she said many people did not sign this in order to remain neutral and avoid conflicts with their neighbors. Rae welcomes the buffer zone being proposed between her home and any developments behind her. She was unaware of Mountain Rec's development plans and the many events that happen in the area which was not ideal for her home (dust, noise, lots of cars). Highlighted that is in not uncommon for PUDs to change through the course of development and that this is OK. Lastly, acknowledged the visionary planning from 2008 but our world has changed, and the land swap gives people an opportunity to buy homes in the area sooner. This would benefit the Town through increased tax revenues.

Chris Romer, 97 Main Street, Edwards – President & CEO of the Vail Valley Partnership as well as the regional Chamber of Commerce representing Eagle County. Their organization supports the original Haymeadow proposal, and they currently do not have an official position on the land swap. Encouraging the Commission to follow the land use code and try to remove emotions from the case. Also encouraging the group to defer to getting housing done and the positive impact this will have on the community.

Jeff Baran, 74 Field Street – Voiced concerns for design criteria surrounding water pressure in the community in the short-term. If this gets approved, asked for a stipulation that a new water tank be put in now so that normal design criteria will follow. He is opposed to the land swap. Lastly, should we postpone efforts on the cabin restoration to better address the housing need?

Dave & Laura Cushing, 150 Soleil Circle – Supports the land swap, this provides immediate solution to the housing need. Affordable housing is a big part of Eagle's expansion and this will have a direct impact on businesses. For personal reasons, having the buffer zone will be positive because development is happening no matter what.

Matt Owens, 49 Soleil Circle – Opposed to the land swap, the town is vulnerable to great financial risk from the developer. This is a debt-free development meaning no bank loans and that the developer is paying for this from their own funds. Second, acknowledged how the developer will commit to putting in more infrastructure for the school but only when the school is ready, no sooner. Third, developer is under no timeline obligation to complete the phases. If the swap happens, the Town will gain a larger piece of land but less valuable.

Debra Dieter, 17 Fir Court – Opposed to the land swap as it reduces coordination with Mountain Rec. Also has traffic concerns on Ouzel Lane and timing impact. Asking for more transparency about the developer's timeline and more facts.

Staff replied to the public comment questions. First, Town attorney is drafting agreement prior to the land swap so that Council can review agreement in conjunction with this request. Regarding the applicant solely conferring a benefit (standard #3), staff believes there are benefits to other members of the community, not just the developer. Next, to address the left-hand turn lane on Brush Creek Road, staff commented that there was land dedicated to the Town on the Haymeadow side of Brush Creek Road to accommodate this. Rick confirmed this as correct. Next, to address the wildlife and seasonal closures around the cabin, staff added condition of approval requiring closure December – May or based on Colorado Parks and Wildlife's (CPW) recommendation, whichever was more restrictive. Next, to address the water pressure, staff has already asked the developer for an updated assessment at the time of the next subdivision. Public Works confirmed there would be no negative impacts to water pressure for neighborhoods outside of Haymeadow. The assessment would determine if the developer needed to upsize piping internal to Haymeadow. Next,

staff confirmed there will be a condition presented to council with an agreement regarding infrastructure to proposed school site.

Traffic Engineer, Kari, answered questions from public comment. First, their study results did analyze added traffic to Brush Creek Road with the school site swap roughly based on demand and travel time. Next, the increase in delay at Brush Creek and Ouzel is anticipated to increase from 12 to 13 seconds during morning peak times. Next, they support reducing traffic speed on Brush Creek Road, but this is a county road therefore it would fall to Eagle County to produce the traffic studies and make the decision. Next, the proposed left-hand turn lane (both to the cabin site and onto Ouzel Lane) comply with Eagle County's design standards.

DELIBERATION

Chair Hood asked to discuss the request for the cabin renovation first. Commissioner Winkeller voiced that he was ok with the cabin as long as bike traffic is allowed to go through the property. It would be a useful addition to the community. Commissioner Webb agreed also highlighting the importance of shutting down for wildlife mitigation. Commissioner Nutkins agreed that it is a viable thing for the community. Commissioner Gregg agreed stating that the cabin request meets all six conditions of approval. Commissioner Perkins agreed stating how the new venue could help generate revenue for the Town. Commissioner Hoiland and Chair Hood also agreed to the summary of comments.

MOTION: COMMISSIONER BILL NUTKINS MOTIONED TO APPROVE FILE PUDA20-01, A MAJOR PUD AMENDMENT REQUEST TO RENOVATE AN EXISTING CABIN CURRENTLY LOCATED IN THE OPEN SPACE TO THE EAST OF NEIGHBORHOOD D AS A SPECIAL EVENT SPACE AND TO SWAP A PORTION OF THE OPEN SPACE WITH A PARCEL EQUAL IN SIZE AND DESIRABILITY WITH THE FOLLOWING FINDING OF FACT AND CONDITIONS OF APPROVAL. THE APPLICATION IS SUBSTANTIALLY IN CONFORMANCE WITH SECTIONS 4.07 AND 4.11 OF THE LAND USE AND DEVELOPMENT CODE IN THE 2010 EAGLE AREA COMPREHENSIVE PLAN. AS STATED BY STAFF, THE CONDITIONS OF APPROVAL #1-10 ARE MET.

MOTION WAS SECONDED BY COMMISSIONER LANI WEBB AND PASSED WITH A VOTE OF 7 (GREGG, NUTKINS, TOWNSEND, WEBB, HOILAND, PERKINS, AND HOOD) IN FAVOR AND 0 OPPOSED.

Chair Hood shifted the discussion to the land swap. Commissioner Nutkins highlighted Condition #2 (are there substantial adverse effects to the enjoyment of the land abutting, adjoining or across the Planned Unit Development or to the public interest) and how much public opposition there is, the conflict with Mountain Rec and the neighborhood impacts. From a planning aspect, the applicant meets many of the requirements. While this housing will be a benefit to the community, there are still other housing projects to consider. Next, it seems that the school district will continue to remain neutral but we should not ignore the other referral agency's (Mountain Rec) objections. Commissioner Townsend echoed sentiments around Condition #2 pointing out the word 'enjoyment' is very subjective. Also, does not like the idea of losing the regional draw between Mountain Rec and the school site. Commissioner Perkins thanked the development team. He understands the need to frontload the multi-family units however the relationship between Mountain Rec and the school is also important and he would prefer the school site at its current location. The current school site also minimizes emergency response time from the future fire department site. Commissioner Hoiland agreed with all the previous comments also voicing that he believes Condition #2 was not met. Having the school next to the rec facilities for sport and community events works better at the current location. Commissioner Gregg voiced that he does not believe the land swap is in the public's best interest and that moving the school site further away does not make sense. Also, the public concerns that have been voiced make it difficult to deny how the community will be impacted.

Commissioner Webb voiced that she is on the fence. The new school site offers more walkability and the school district seems indifferent to their location. Furthermore, the proposed housing would offer an immediate solution to our community's need. Commissioner Winkeller echoes everyone's comments. The current school location and its connection with Mountain Rec will create a huge hub for the Town. To approve the land swap would take away from the community's greater vision. Chair Hood voiced that he recognizes the applicant's efforts to mitigate and balance the benefits and the detriments (example, adding the buffer zone near Soleil). Also, there is the benefit to providing the multi-family housing which would be great to see immediately from this development. Is that a big enough benefit to the detriment of splitting the synergies between Mountain Rec and the school district (public benefit)?

MOTION: COMMISSIONER ROBERT TOWNSEND MOTIONED TO DENY FILE PUDA20-01, A MAJOR PUD AMENDMENT REQUEST TO SWAP THE SCHOOL LAND PORTION OF TRACT E WITH MULTI-FAMILY DEVELOPMENT AND TO ALLOCATE A DIFFERENT PARCEL FOR A FUTURE SCHOOL SITE. BECAUSE OF THE FOLLOWING FINDING OF FACTS, APPLICATION DOES NOT MEET CONDITION #2 OF SECTION 4.11.050.A.2 OF THE MUNICIPAL CODE.

MOTION WAS SECONDED BY COMMISSIONER BILL NUTKINS AND PASSED WITH A VOTE OF 7 (GREGG, NUTKINS, TOWNSEND, WEBB, HOILAND, PERKINS, AND HOOD) IN FAVOR AND 0 OPPOSED.

ADJOURN

MOTION: COMMISSIONER BILL NUTKINS MOTIONED TO ADJOURN. MOTION WAS SECONDED BY COMMISSIONER KYLE HOILAND AND PASSED WITH A VOTE OF 7 (GREGG, NUTKINS, TOWNSEND, WEBB, HOOD, HOILAND, AND PERKINS) IN FAVOR AND 0 OPPOSED.



Town Council Members,

In advance of your consideration of our proposed PUD Amendment at the April 27th meeting, I wanted to better explain our intent and why we believe the proposal is a win-win for the Town and Haymeadow. As some of you may remember, Haymeadow has historically taken part in, and direction from, guiding community documents such as the 2010 Eagle Area Community Plan (EACP) and the recently adopted Elevate Eagle Plan (EEP).

The first listed goal of the EEP is to "Promote a wide range of attainable housing opportunities for young adults, families, aging residents, workforce, and others" because "as Baby Boomers retire and downsize, there will likely be a need for more senior housing as well as a workforce gap for employers to fill. As these jobs open up, there will be a need to attract more young adults to fill them. Therefore, it will be important for Eagle to attract a variety of housing options to support new employees and their families, housing preferences of retirees and millennials, and housing attainability for Eagle's diverse workforce and demographic base." The Plan also notes "there are significant shortages in available housing stock for those making less than 100% of the AMI" and "housing attainability impacts our economy tremendously..." because "employers in the area reported that the lack of attainable housing is decreasing their ability to grow their business and retain employees." The Eagle County School District (ECSD) has noted similar challenges. In their Housing Master Plan they note "the market in Eagle County is not currently delivering housing that District employees can afford to rent or purchase. Costs to construct housing in this community outpace employees' purchasing power."

We as a Town, and a County, are failing on these important goals. There is currently one home available for purchase in the Town of Eagle under \$699,000. There are a total of eight homes available for purchase in Eagle, but the other seven have an average list price of \$1,633,667. The result will be a continuation of past trends; locals will be priced out and new, seasonal out of town residents will move in. It's our understanding that this long-term trend has changed county demographics to such a staggering degree that the ECSD is actually expecting that we'll have **fewer** students in ten years than we have now.

Haymeadow can be a meaningful part of the solution, but we need sensible policy help. When we have the opportunity to present our land swap proposal to you on April 27th, a small number of well-intentioned members of the public are going to present you with the same false choice presented to the Planning Commission; a choice between keeping the future school adjacent to Mtn Rec because of the "synergies" that location will create or accelerating the construction of multi-family housing that "will be built anyways." These homes will not necessarily "be built anyways," but the swap ensures that they will. If developing in Eagle was easy, Haymeadow wouldn't be seven years from the original PUD approval without a single home built. While our conservation-oriented development concept has many benefits, it comes with its challenges: mainly, a heavy infrastructure burden. By moving much of the project's multi-family density forward in the development timeline, we're able to build the housing type most in demand and

under supplied in Eagle, achieving a primary goal of the Elevate Eagle Plan, while generating the cash flow we need in the first phase to fund future phases of infrastructure that ensure the success of the total project. Without smart housing policies, the high cost of living that is pushing young families and students out of our Valley is not going to change and there may never be a need for the school without Haymeadow's approved density. Therefore, the real choice is between accelerating the pace of development at Haymeadow, and ensuring its future success, or not. We need to be pragmatic as a community, consider the available housing and economic studies and our own community plans, and worry first about providing attainable housing. It's in recognition of all of these challenges, and the benefits of the proposed school site, that the Eagle County School District Land Use Committee unanimously prefers the proposed school site over the existing site.

Regarding the lost synergies between the existing school site and Mtn Rec, it's important to note that other synergies are created by the land swap. While the proposed school site will be 3,500 feet further from Mtn Rec than the current school site, it will be substantially more walkable from home for students, and still much closer to Mtn Rec than Brush Creek Elementary. For a K-8 school, a ½ mile is generally considered to be a reasonable walking distance. The proposed site will have 163 (35%) more residences within walking distance than the existing site. The proposed site is also adjacent to the Haymeadow Trailhead Park that will have its own ball fields, a playground, and a pavilion for after-school use. The proposed site also eliminates the need for left-hand turns into school, which currently creates traffic problems at Brush Creek Elementary. We have also expressed an interest in exploring the possibility of Haymeadow supporting an after-school shuttle program for students who aren't comfortable walking to Mountain Rec after-school as an amenity for future residents and to alleviate Mtn Rec's concerns. The swap also puts more residents nearby Mtn Rec for year-round walkability from home. Regardless of the other benefits, we feel that, on balance, the students and future residents of Haymeadow are better off having a shorter walk to school and a longer walk to Mtn Rec after-school.

The school swap also has the following benefits:

1. Accelerates the pace of development of affordable housing.
2. Front loads the development of deed-restricted housing (LERP).
3. Increases the number of deed-restricted units in the development by five.
4. Ensures the future success of Haymeadow.
5. Accelerates the pace of impact and transfer fees paid to the Town of Eagle.
6. Substantially increases walkability to the school for students.
7. Creates more users for Mtn Rec facilities.
8. Increases the size of the school parcel by four acres.
9. Accelerates the timing of the realignment of the existing Haymeadow roundabout.
10. Permanently dedicates the Extra Credit Loop of the Haymaker Trail.
11. Efficiently uses existing infrastructure.
12. Conserves water by eliminating the need to water 14-acre school site until development.

While we're disappointed in the Planning Commission's decision to recommend denial of our swap proposal, we appreciate their input and the service they provide to the community. Ultimately, despite Staff recommendation of approval, they decided that we did not meet Condition #2: that the swap proposal should not impact the public interest in a substantially adverse manner. We

believe the Commission applied that criteria too narrowly. This condition does not require there to be **no** adverse effect on anyone, but that on balance, it does not have a **substantial** adverse effect on the public or neighbors. We believe, on balance, the impact is positive, and to the extent that there are any adverse effects on neighbors, they are not substantial.

We appreciate your consideration of this PUD amendment application and hope to have the opportunity to address Eagle's housing needs in the future.

Best,

A handwritten signature in black ink, appearing to be 'BC' followed by a horizontal flourish.

Brandon Cohen
Abrika Properties LLC

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 06
(Series of 2021)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING A PLANNED UNIT DEVELOPMENT AMENDMENT FOR THE HAYMEADOW DEVELOPMENT TO SWAP THE SCHOOL LAND PORTION OF TRACT E WITH MULTI-FAMILY DEVELOPMENT AND TO ALLOCATE A DIFFERENT PARCEL FOR A FUTURE SCHOOL SITE IN NEIGHBORHOOD C

WHEREAS, Abrika Properties, LLC and the Town own the real property described as Tracts E, 37, 38, 44, 55, 59, 61, 62 and 63, Town of Eagle, Eagle County, Colorado (the "Property");

WHEREAS, on October 26, 2020, Rick Pylman (the "Applicant") submitted an application for a major amendment to the Haymeadow Planned Unit Development ("PUD") to swap the School Land portion of Tract E with multi-family housing and to allocate a different parcel for a future school site in Neighborhood C (the "Application");

WHEREAS, on March 2, 2021 and April 6, 2021, the Planning and Zoning Commission held a properly-noticed public hearing on the Application and recommended that the Town Council deny the application;

WHEREAS, on April 27, 2021, the Town Council held a properly-noticed public hearing on the Application; and

WHEREAS, the Town Council, upon reviewing the recommendation of the Planning and Zoning Commission, and upon hearing the statements of staff and the public, and giving due consideration to the matter, determines as provided below.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO AS FOLLOWS:

Section 1. The Town Council finds that the Application complies with Chapters 4.07 and 4.11 of the Eagle Municipal Code (the "Code") and the 2010 Eagle Area Comprehensive Plan.

Section 2. Based on the foregoing findings, the Town Council hereby approves the PUD amendment as set forth in the Application, subject to all of the following conditions:

- a. With the application for a Development Permit related to this Application, the Applicant shall comply with Section 4.04.110 of the Code regarding local employee housing.
- b. With the application for the subdivision of Tract J, the Applicant shall provide the Town with an updated traffic study with an analysis of vehicle and bus trip counts at the intersection of Ouzel and Brush Creek Road that would occur as a result of moving the

school closer to this intersection.

c. With the application for a Development Permit related to this Application, the Applicant shall submit a Joint Excavation Plan in compliance with Chapter 13.18 of the Code.

d. With the application for a Development Permit related to this Application, the applicant shall submit documentation detailing potable water and non-potable water changes in use, quantity, pressure, and assumptions of the model (DCW changes) expected from the proposed use changes, especially as they relate to irrigation.

e. At the time that the Ouzel Lane Trail connection as outlined in the approved trails plan is constructed, the Applicant shall construct pedestrian crossing improvements on Brush Creek Road.

f. At the time of construction of the Ouzel Lane/Sylvan Lake Road roundabout, the Applicant shall construct pedestrian crossing improvements at the roundabout with activated flashing lights.

g. The Applicant shall provide a 300' building setback from the Soleil boundary and shall landscape the setback in a manner approved by the Town in advance.

h. Within one year of the effective date of this ordinance, the Applicant shall submit an application for subdivision of Tract E, the new school parcel, the cabin parcel, and the new open space parcel, and the application shall include the following: updated water modelling for water pressures to new Neighborhood A of the Haymeadow development; a plan for completion of Sylvan Lake Road/Brush Creek Road re-alignment and roundabout; and an agreement detailing infrastructure to the new school site in Neighborhood C.

Section 3. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that anyone, or part, or parts be declared unconstitutional or invalid.

Section 4. Safety. This Ordinance is deemed necessary for the protection of the public health, safety and welfare.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON APRIL 27, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 07
(Series of 2021)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING A PLANNED UNIT DEVELOPMENT AMENDMENT FOR THE HAYMEADOW DEVELOPMENT TO RENOVATE AN EXISTING CABIN CURRENTLY LOCATED IN OPEN SPACE TO THE EAST OF NEIGHBORHOOD D AS AN EVENT SPACE AND TO SWAP THIS OPEN SPACE PARCEL WITH LAND EQUAL IN SIZE AND DESIRABILITY

WHEREAS, Abrika Properties, LLC and the Town own the real property described as Tracts E, 37, 38, 44, 55, 59, 61, 62 and 63, Town of Eagle, Eagle County, Colorado (the "Property");

WHEREAS, on October 26, 2020, Rick Pylman (the "Applicant") submitted an application for an amendment to the PUD to renovate the cabin as an events space and to swap the existing open space parcel with land equal in size and desirability (the "Application");

WHEREAS, on March 2, 2021 and April 6, 2021, the Planning and Zoning Commission held a properly-noticed public hearing on the Application and recommended that the Town Council approve the application with conditions;

WHEREAS, on April 27, 2021, the Town Council held a properly-noticed public hearing on the Application; and

WHEREAS, the Town Council, upon reviewing the recommendation of the Planning and Zoning Commission, and upon hearing the statements of staff and the public, and giving due consideration to the matter, determines as provided below.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO AS FOLLOWS:

Section 1. The Town Council finds that the Application complies with Chapters 4.07 and 4.11 of the Eagle Municipal Code (the "Code") and the 2010 Eagle Area Comprehensive Plan.

Section 2. Based on the foregoing findings, the Town Council hereby approves the PUD amendment as set forth in the Application, subject to all of the following conditions:

- a. When water and wastewater lines are within 400' of the property on which the cabins are located, on-site water and wastewater shall be required to connect to such lines within 2 years.
- b. Prior to submitting an application for any building permits for the cabins, the Applicant shall work with the Town to create a plan for addressing any potential disputes or conflicts between events held at the cabin and trail users and to determine appropriate

access easements, signage and other requirements for the Haymaker Trail re-route, recognizing that the trail shall not be closed to avoid such conflicts.

c. The Applicant shall work with the Town to extinguish the temporary trail extension agreement for the Extra Credit trail and provide the appropriate new permanent trail easement.

d. On-site parking shall be limited to 20 spaces, and shuttles shall be required for special events that generate more than 20 vehicles. Prior to submitting an application for any building permits for the cabins, the Applicant shall provide staff with a site plan for the cabin showing the parking and designating the 20 parking spaces.

e. Outdoor events at the cabin shall be seasonal and only permitted from May 15th until December 1st or aligned with Colorado Division of Parks and Wildlife recommended seasonal trail closures, whichever is more restrictive.

f. Prior to submitting an application for any building permits for the cabins, the Applicant shall work with County and Town staff to determine necessary improvements for the left-turn lane on Brush Creek Road to the cabin access road, and any such improvements shall be complete prior to the commencement of any special events at the cabin site.

Section 3. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that anyone, or part, or parts be declared unconstitutional or invalid.

Section 4. Safety. This Ordinance is deemed necessary for the protection of the public health, safety and welfare.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON APRIL 27, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Jessica Lake, Planner I, Community Development Department

Date: April 27, 2021

Agenda Item: SU21-02 629 Sawatch Rd Contractor Yard Special Use Permit

REQUEST: Request for a Special Use Permit to allow a Contractor Yard, including outdoor storage of trucks, trailers, storage containers, office trailers, construction equipment and fuel storage, at 629 Sawatch Rd.

INTRODUCTION:

The use of the property at 629 Sawatch has been as a Contractor Yard for at least the past nine years. The property is located in the Commercial General (CG) Zone District. In February of 2012 a Special Use Permit was approved for a 3-year period to allow for the operation of a Contractor Yard. An additional 3-years was granted in April of 2015 and there was a change in ownership. The most recent



Special Use Permit for a Contractor Yard was granted in June of 2018 for a 2-year period. The 2018 Special Use Permit expired in June of 2020. The Contractor Storage Yard has been operating without a permit since June of 2020. Staff performed a check of all Special Use Permits and Development Permits from the last 5 years at the end of 2020 and noticed the expiration of this permit during that review. A letter was sent to the property owner on January 4, 2021 letting him know that the Special Use Permit had expired, and the use must cease until a new permit was obtained.

Staff has had several discussions with the property owner regarding future use of the property. The applicant is requesting a 5-year term on this Special Use Permit with the intent to construct

a permanent commercial building to house the office, storage and employee housing needs of New Electric.

The Planning & Zoning Commission reviewed this application on April 6, 2021 and discussed the amount of time that this property has been used as a Contractor Yard as well as the front street buffer requirement. A majority of the Commissioners agreed that after such a long period of time it was appropriate to require some investment in the property and that the front street landscape buffer should be required. The Commission recommended approval with conditions and added Condition #5.

ANALYSIS:

The following information was included in the P&Z staff report for the April 6, 2021 Public Hearing.

Section 4.05.010.A.1.a

STANDARD #1: *The proposed use is consistent with the provisions of this Chapter and with the Town's goals, policies and plans.*

Staff Comment: A Contractor Yard is allowed in the Commercial General (CG) zone district with a Special Use Permit. The intent of the Contractor Yard is to allow for outdoor storage of materials and temporary office trailers, etc. Approvals for these Special Use Permits have typically had 2 to 3-year expirations associated with them, although longer terms may be approved on a case-by-case basis. An analysis of policies from the 2020 Comprehensive Plan are included below.

The 2020 Elevate Eagle Comprehensive Plan (Plan) generally provides the goals, policies and plans for the Town. The Future Land Use Map designates the property as Commercial/Light Industrial. The property also falls within the I-70 Influence Character Area. The relevant goals and policies for this area are:

2020 Elevate Eagle Comprehensive Plan:

- 1) Chapter 4: Goals & Policies – *Goal 1-2. Expand and diversify the Town's economic opportunities.*
 - a. *Policy 1-2.2. Promote commercial development that fits the desired character of the community and its character areas.*
 - b. *Policy 1-2.3. Support opportunities to expand and diversify the commercial and light industrial base.*
 - c. *Policy 1-2.8. Encourage continued reinvestment in existing commercial areas.*
 - d. *Policy 1-2.10. Support the retention and expansion of regionally serving commercial and service uses. Protect the light industrial areas from dilution and intrusion by other uses.*

Staff Comment: While extending the current Contractor Yard use arguably puts off development of this lot for the foreseeable future, it also allows for the business to continue to grow so that

they can develop the lot. This business has been in Eagle for a number of years and as they continue to grow, they will be able to hire more employees locally as well as develop permanent facilities to house their construction offices.

2) Goal 2-7. Policies for the Interstate 70 Influence Character Area: Including the Market Street Area, Eby Creek Road Area, and the Chambers Avenue Area.

- a. Policy 2-7.1. Portions of the I-70 Influence character area are intended to support commercial and industrial uses, exclusive of other uses. Improvements along Chambers Avenue and Market Streets are auto oriented with limited pedestrian amenities.*
- b. Policy 2-7.5. Encourage the development of vacant or underutilized lots at the western end of Chambers Avenue with more intensive uses that would benefit from their accessibility to the interstate corridor.*

Staff Comment: A Contractor Yard is a heavier commercial/industrial use, although since this yard is for an electrical contractor, the use is not as industrially oriented as it might otherwise be. At this time, no other uses other than the Contractor Yard are proposed for this site. By capping the Special Use Permit at 5-years, we are encouraging (as much as possible) the development of the site into a more permanent commercial or light industrial use.

[Section 4.04.100.J. Minimum use standards.](#) *In all zone districts, except as otherwise specified herein, all uses shall be designed and operated in compliance with the following minimum standards:*

- 1. All fabrication, service and repair operations shall be conducted within a building, except in the industrial zone, where such uses may be conducted outside a building if within a fence as set forth in Subsection (J)(2) of this section;*
- 2. All storage of materials except merchandise displayed for retail sale shall be within a building or in the rear yard and obscured from view from surrounding properties by a fence in conformance with Subsection (H)(6) of this section;*
- 3. Loading and unloading of vehicles shall be conducted on private property and not on any street or alley, except in the CBD, where it may be from a designated loading zone or alley;*
- 4. No dust, noise, odor, fumes, glare or vibration shall be projected beyond the lot.*

Staff Comment: While limiting storage of materials to the rear yard is not possible with a Contractor Yard, we can and have required fencing of the property to screen the outdoor storage. All storage on the property is mostly screened from view from the surrounding properties. Staff has been onsite and the fence at the front of the property is no longer in optimal condition, a condition of approval has been included to repair this area of fencing. There is rock wall between the subject property and 483 Sawatch Rd, with some dirt and rock piled in front of it. There is landscaping and some fencing along the property boundary with 775 Sawatch and overall, the subject property is well maintained with clearly designated areas for different types of storage. Loading and unloading is conducted fully on site and not on the right of way and no complaints

or comments have been received regarding dust, noise, odor, fumes, glare or vibration within the past nine years, that staff is aware of.



[Section 4.04.100.L](#). *Industrial use standards. All industrial and commercial uses operating within the Town shall comply with the following standards so that such uses do not create any danger to safety in surrounding areas, do not cause water pollution and do not create offensive noise, vibration, smoke, dust, odors, heat, glare or other objectionable influences beyond the boundaries of the property in which such uses are located, and do not constitute a public nuisance or hazard:*

1. *Volume of sound. Every use shall be so operated that the volume of sound inherently and recurrently generated does not exceed 60 decibels with a maximum increase of five decibels permitted for a maximum of 15 minutes in any one hour at any point on any boundary line of the property on which the use is located.*
2. *Vibration. Every use shall be so operated that the ground vibration inherently and recurrently generated is not perceptible, without instruments, at any point on the boundary line of the property on which the use is located.*
3. *Smoke. Every use shall be so operated that it does not emit smoke exceeding a density of No.1 on the Ringlemann Chart.*
4. *Particulate matter. Every use shall be so operated that it does not emit particulate matter exceeding 0.2 grains per cubic foot of the flue gas at a stack temperature of 500-degree Fahrenheit.*
5. *Heat, glare, radiation and fumes. Every use shall be so operated that it does not emit an obnoxious or dangerous degree of heat, glare, radiation, or fumes beyond any boundary line of the property on which the use is located.*
6. *Storage.*
 - a. *The outdoor storage of flammable or combustible liquids shall conform to the requirements of Section 5704.4 of the International Fire Code, 2012 Edition. No*

outdoor storage of flammable or combustible liquids shall occupy any part of a front yard;

- b. Underground storage of flammable or combustible liquids shall conform to all of the requirements of the International Fire Code, 2012 Edition;*
 - c. No materials or wastes shall be deposited upon a property in such form or manner that they may be transferred off the property by natural causes or forces;*
 - d. All materials or wastes which might cause fumes or dust or which constitute a fire hazard or which may be edible by or otherwise attractive to rodents or insects shall be stored outdoors in closed containers.*
7. *Water pollution. No water pollution shall be emitted by the manufacturing or other processing. In a case in which potential hazards exist, it shall be necessary to install safeguards acceptable to the County Health Officer and in compliance with the laws of the environmental protection agency, State Department of Public Health and Environment and Chapter 12.22 before operation of the facilities may begin. All percolation tests or groundwater resources tests which may be required by local or State Health Officers must be met before operation of the facilities may begin.*

Staff Comment: The use of the property as a Contractor Yard has been active since 2012, no violations have been reported between 2012 and 2021, with the exception of the expired permit. Staff believes that the applicant is in compliance with Section 4.04.100.L. of the Municipal Code and has included conditions of approval in order to better track compliance.

Section 4.04.100.M. *Outside storage standards. Items, including, but not limited to, vehicles, excavation equipment, machinery, utility service supplies, fabrication materials, and general supplies, which are stored outside on a regular, permanent, semi-permanent, or seasonal basis, and which occupy more than 1,000 square feet on any one lot, are subject to the following requirements:*

- 1. Location of storage area. As a general rule, outside storage areas shall be situated in the rear yard.*
- 2. Buffer. Outside storage areas in the front yard or on lots with no, or minimal, structures shall be required to provide a front street buffer as provided in Section 4.07.020(B).*
- 3. Auto sales and nurseries. Auto sales and nurseries are exempt from the standards contained in this section.*
- 4. Display area. Businesses that sell, rent, or lease outside storage items may create a display area in the front yard not to exceed a single area 25 feet by a length of 25 percent of the lot frontage for the purpose of displaying representative items. All other outside storage items are subject to the requirements in Subsections (M)(1) and (2) of this section.*
- 5. Outside storage adjoining the I-70 right-of-way. Any outside storage areas located in the rear yards of lots adjoining the I-70 right-of-way shall create a buffer using the standards as found in Subsection (M)(2) of this section.*

Staff Comment: The requirements included in this section have been largely complied with, with the exception of the front street buffer. The front street buffer is intended to be a landscape element that provides screening as well as an attractive and more continuous street scape. According to the Code, the landscape materials shall include deciduous, coniferous, and ornamental trees, shrubs, perennials, bulbs, and seed or sodded lawn. The planting plan shall provide combinations of plant material with differing heights and densities, contributing to the overall uniform appearance of the neighborhood. The width of the landscaped area shall not be less than 15 feet. Landscaped areas shall be irrigated using an underground automatic system. The applicant would prefer to not install the landscaping at this time, as it would need to be torn out and replanted when the building is constructed. Staff has included a condition of approval to address this item at time of Development Permit application. Section 4.07.020.B.4. requires a "Boundary Buffer." Past approvals have relied on this criterion to satisfy landscaping requirements for a temporary use.

STANDARD #2: The proposed use is compatible with existing and allowed uses surrounding or affected by the proposed use.

Staff Comment: The subject property is bordered by a commercial cleaning facility to the east, another contractor yard to the west and gas station/vehicular service station to the north. 700 Chambers, Building D also shares a border with this property and has a current Special Use Permit for residential that is accessory to a permitted use. Staff has no concerns regarding the surrounding uses, with the exception of the residential. However, no complaints have been received regarding the use of this property; therefore, staff believes that this use is substantially compatible with the existing and allowed uses surrounding and affected by the proposed use.

STANDARD #3: Street Improvements adequate to accommodate traffic volumes generated by the proposed use and provision of safe, convenient access to the use and adequate parking are either in place or will be constructed in conjunction with the proposed use, as approved by the Town.

Staff Comment: Traffic generated by this use is minimal as only a few employees use this lot on a regular basis, most employees are typically off-site on jobsites throughout Eagle County and the greater mountain west area. While the lot does not contain any parking improvements, the use of the lot as a Contractor Yard allows for the storage of vehicles and there is plenty of room currently to accommodate these needs. Parking will be further evaluated when an application for development permit is received.

STANDARD #4: The special conditions for specific uses, as provided in this section are met.
Section 4.05.010.2. Industrial Operations: Every industrial use requiring a special use permit shall be designed to conform with Section 4.04.100(L) and operated so as to have no adverse effect on:

STANDARD a: Existing lawful use of water through depletion or pollution of surface runoff, stream flow or groundwater.

STANDARD b: Wildlife and domestic animals through creation of hazardous attractions, blockade of migration routes or patterns or other means.

Staff Comment: A Contractor Yard use, while not specifically falling under industrial use, is close enough that staff felt it warranted evaluation under the standards for industrial operations. The code does not provide a definition for a Contractor Yard or standards to specifically apply to it. Planning and Public Works staff have been onsite and have not noted or observed any unlawful use of water on this property. The property does not exist in a known migration route for wildlife and staff does not believe that the continuation of this use would pose any negative impacts to wildlife.

COMMUNITY INPUT:

No public comment has been received on this application as of April 21, 2021. Public Comments received after this date will be read into the record at the hearing.

BUDGET / STAFF IMPACT:

No impact to staff or budget.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

2020 Town of Eagle Strategic Plan:

1) Major Objective: Stimulate Economic Vitality and Development

- a. The Town focuses on development that follows the Elevate Eagle Comprehensive Plan to ensure results that maximize the economic benefits. The economic impact of visitors and business investments result in positive benefits in terms of amenities, job creation, increases in wages, infrastructure and the overall quality of life.*

Staff Comment – This application is substantially aligned with the Elevate Eagle Comprehensive Plan, as noted above. Further commercial development of the lot will enable full compliance with both the Comprehensive Plan and the Strategic Plan.

RECOMMENDED ACTION OR PROPOSED MOTION:

The Planning & Zoning Commission recommends APPROVAL of Resolution 37, Series 2021, A Resolution of the Town Council of the Town of Eagle, Colorado approving a Special Use Permit to allow for a Contractor Yard at 629 Sawatch Rd, based on Standards 1-4 of Section 4.05.010. of the Municipal Code.

Suggested Motion:

I move to APPROVE Resolution 37, Series 2021, a Resolution of the Town Council of the Town of Eagle approving a Special Use Permit to allow for a Contractor Yard at 629 Sawatch Rd, with the following finding of fact:

Finding of Fact:

That the application is in conformance with Chapters 4.04 and 4.05 of the Land Use and Development Code and the 2020 Elevate Eagle Comprehensive Plan.

Conditions of Approval as listed in Resolution 37, Series 2021:

1. Expiration of this Special Use Permit will occur in five years from the effective date or upon approval of a Building Permit, whichever occurs first.
2. At all times, the Contractor Yard shall comply with Sections 4.04.100.J., 4.04.100.L. and 4.04.100.M. of the Code.
3. Applicant shall maintain the property and ensure that noxious weeds are not present on the property at any time.
4. On or before June 1, 2021, Applicant shall repair the fence along the Property boundary with Sawatch Road.
5. On or before September 30, 2021, applicant shall install a front street buffer in compliance with Section 4.07.020.B.3 of the Code.

ATTACHMENTS:

- Project Narrative
- Site Plan
- Aerial Map and Site Photos
- Minutes Excerpt from PZ Public Hearing on April 6, 2021



Jay & Christine Van Voorst Owners of JCV LLC

Mailing:

PO Box 4256

Eagle, CO 81631

Physical address:

652 Hernage Creek Road

Eagle, CO 81631

February 5, 2021

First, we would like to express our sincere excitement in the opportunity to own commercial property in Eagle to build our future home for New Electric and to benefit the town of Eagle that has been our community for over 20 years.

JCV LLC is owned by Jay and Christine Van Voorst, town of Eagle residents since 2000 and have worked in Eagle County since 1995. During this time, we have successfully raised 3 children in Eagle and have been devoted community members. Jay and Christine also own New Electric Inc, New Electric Service LLC, and NEI Construction LLC that resides at this location. New Electric is a full service electrical contracting/Service company that provides complete electrical solutions to a variety of customers in Garfield, Pitkin, Summit, Eagle, and Denver areas.

We were recently notified that the special use permit that was in place for 629 Sawatch Road has expired. We are currently using the property as a hub to store equipment, trailers and vehicles for our Garfield, Pitkin, Summit, Denver and Eagle County operations. We would like to apply for a new 5 year special use permit for equipment storage until we are able to build a building. With surviving the pandemic and the economic impacts, the timing of construction is not known at this time, however it is a priority in our master strategic plan.

JCV LLC bought 629 Sawatch Road with the intention to develop commercial/general buildings that comply with Eagles master plan and be the permanent home for New Electric's world headquarters. Since we have occupied this property we have grown and brought our Denver teams here to eagle for Training and other activities that have had a positive impact on restaurants, business, and hotels in the town of Eagle. We Anticipate these activities will increase, as we succeed, that will increase business in Town of Eagle hotels, restaurants, and other establishments.

Respectfully submitted,

Jay and Christine Van Voorst

JCV LLC

Why New Electric Inc Fits (project narrative) Updated 2/16/2021 revised 3-27-2021

I have reviewed the Town of Eagle Strategic Plan and the Comprehensive plan and have detailed the items that apply to the Town of Eagle plan and New Electric.

EXISTING USE

1. Prior to purchasing 629 Sawatch road we were leasing at 41199 Hwy 6 in Eagle Vail which is a un incorporated area of Eagle County. Our team members drove themselves from Eagle/gypsum to Eagle vail and picked up a 2 person Van that was stored on site. This was excess gas, EMISIONS, and cost to our team members and very limited carpooling. We wanted to be closer to our team members to provide more opportunities for car pooling to projects and save gas. Today we have carpooling vehicles and service trucks that carry workers to each job site which helps the environment.
2. Our team members have consistently participated in the Town of Eagle community table event. We gladly support such events to unite our community.
3. There are no activities that have an hazardous affect of the environment.
4. New Electric provides essential electrical services to home owners, business owners, and capital construction projects throughout the valley. We ensure our community is safe and secure where the live, work, and play. We create jobs to over 25 or more people. The electrical trade provides opportunities to craft persons throughout the valley to learn a skilled trade that will have a long term benefit to the community. Salaries range from 35,000-\$80,000.00+. Some of our recent contributions include:
 - a. Electrical for round abouts and street lighting in Town of Eagle.
 - b. Electrical for Castle Peak Senior Care facility on Sylvan Lake Road.
 - c. Electrical for employee housing throughout eagle county
 - d. Electrical service to repair electrical issues in Homes.
 - e. Electrical modifications/improvements to existing businesses/homes throughout the valley.
 - f. Electrical for Clean Air power distribution. (BIO MASS POWER PLANT IN GYPSUM)
5. All copper and aluminum that is generated from the modifications to existing structures and any excess wire is separated and recycled. This money is used to increase the success of our team.
6. New Electric Lot is flat and has very little erosion in the Chambers Avenue commercial General area. Noxious weeds are controlled every spring and fall. We try to keep our lot orderly and not cluttered so that it is not an eye sore for surrounding residence.
7. The drainage on Sawatch road needs to be addressed as existing culverts are collapsed filled. We want to solve this issue by doing our part in front of our land.
8. When team members come for training from Denver to experience Eagle, the Busstang buss system from Union station to Eagle park and ride is strongly encouraged.
9. We are an equal opportunity employer. One of our latest hires was a 71 year old electrician that wants to work and lives in Eagle County. I like that...

10. Team members that are exiting our facility are encourage to exit to the east to avoid congested US post office traffic.
11. Traffic from our facility is never congested.

FUTURE USE

1. As a land owner and business owner our future is dependent on solving issues in our community. From providing essential services to our existing community to economic development. Our goal is to help solve the issue of limited on site commercial and light commercial work space in our community. Within the next 5 years, Our goal is to maintain the existing zoning and build a warehouse/office/training facility for New Electric and provide more of this product in our community. Over time this will add essential support to our community. We envision safe Live work/employee housing above each space to attract new skilled workers in an affordable environment so that they can ease into the high cost of living.
2. From time to time significant donations are made to our local non profits that are there to help those in need. This activity will increase as we succeed.

INDUSTRIAL USE

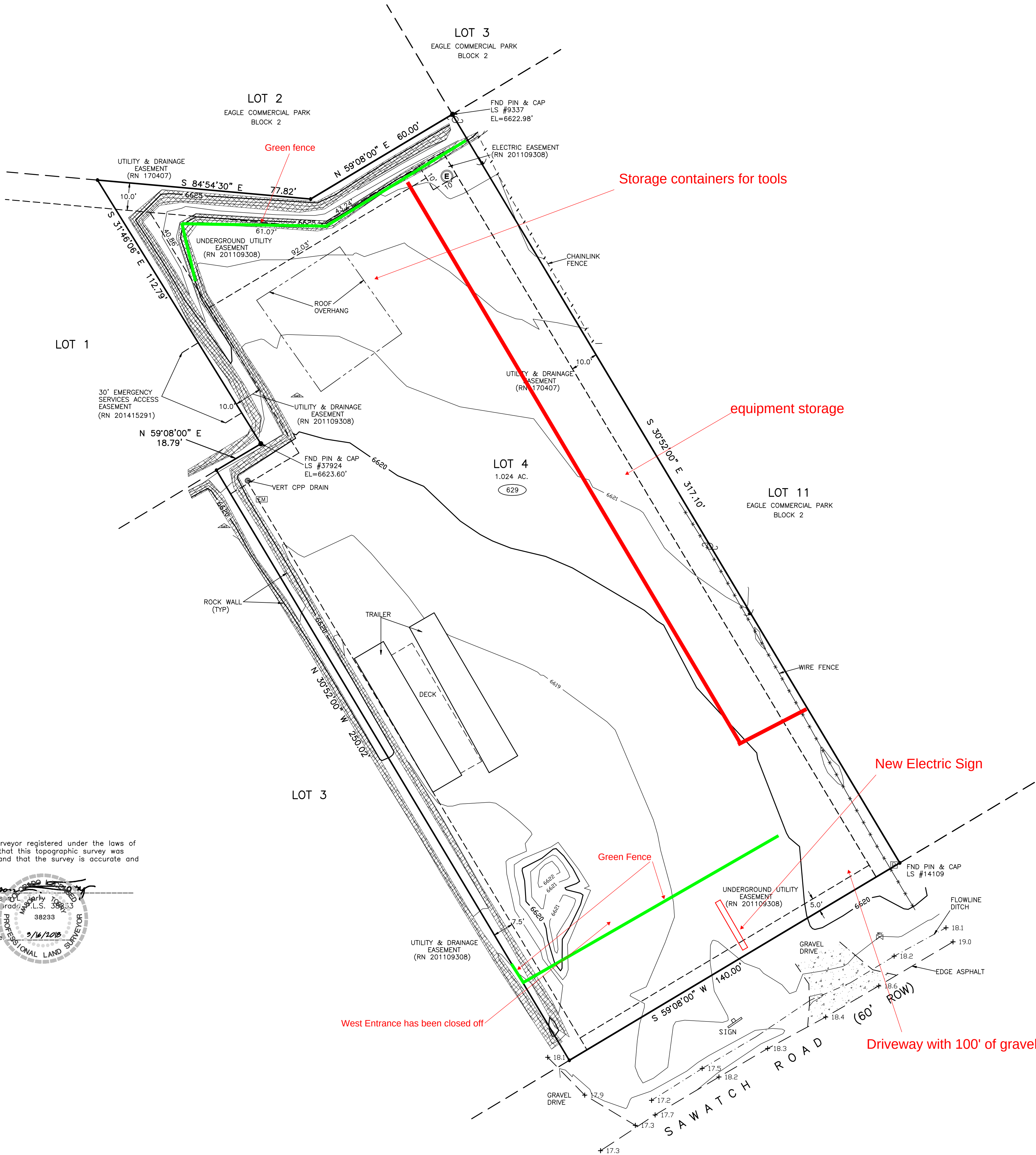
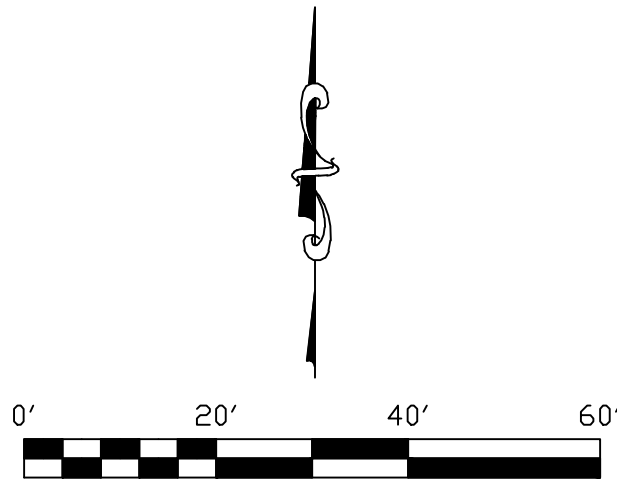
3. There are no activities that have a hazardous effect of the environment.

Thank you for your support of our small business in the Town of Eagle. I hope the above bullet points confirm the special use permit complies with the town of Eagle overall vision as a growing business that contributes to the success of the overall plan.

All the best,

Jay Van Voorst

New electric Inc.

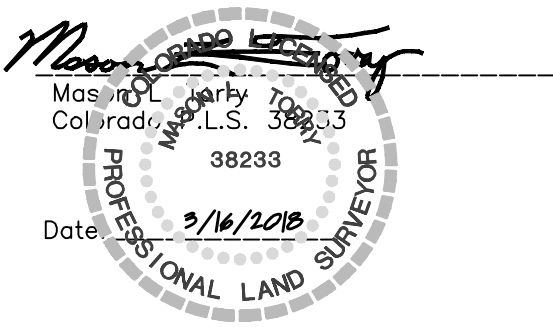


- NOTES:
- 1) DATE OF SURVEY: 3/6/2018
 - 2) SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR AMENDED PLATS, EASEMENTS OF RECORD (OTHER THAN PLATTED), ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
 - 3) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
 - 4) BEARINGS AND DISTANCES ALONG PROPERTY LINES SHOWN HEREON ARE AS SHOWN ON THE SUBDIVISION PLAT ONLY. A BOUNDARY SURVEY WOULD BE NECESSARY TO DETERMINE THE TRUE DIMENSIONS OF THE LOT AND SETBACKS, WHICH MAY VARY FROM THE PLATTED DIMENSIONS.
 - 5) THIS SURVEY AND THE INFORMATION CONTAINED HEREON IS THE PROPERTY OF EAGLE VALLEY SURVEYING, INC. AND IS INTENDED FOR THE SOLE USE OF THE ORIGINAL CLIENT ONLY. ANY USE OF OR TRANSFER TO OTHERS IS PROHIBITED.
 - 6) BASIS OF PROPERTY LINE LOCATION: MONUMENTS FOUND MARKING THE MOST NORTHEASTERLY PROPERTY LINE LOT 4.
 - 7) BASIS OF ELEVATION: SEWER MANHOLE MH F5 INV. ELEV. = 6609.7'.
 - 8) BUILDING SETBACK INFORMATION IS NOT PLATTED. PRIOR TO ANY DESIGN OR CONSTRUCTION IMPROVEMENTS ON THIS PROPERTY, TOWN OF EAGLE SHOULD BE CONTACTED FOR CORRECT BUILDING SETBACK INFORMATION.
 - 9) THE PLAT RECORDED AT RN 201109308 WAS USED FOR THIS SURVEY.
 - 10) 1' CONTOUR INTERVAL.
 - 11) THIS PROPERTY IS SUBJECT TO AN EASEMENT AND RIGHT-OF-WAY GRANTED TO HOLY CROSS ELECTRIC ASSOC. INC. IN INSTRUMENT RECORDED 2/17/1972 IN BOOK 223 AT PAGE 189, IN WHICH THE SPECIFIC LOCATION OF THE EASEMENT IS NOT ADEQUATELY DEFINED.

LEGEND

- | | |
|--|------------------------|
| | TELEPHONE PEDESTAL |
| | GUY WIRE |
| | UTILITY POLE |
| | WATER VALVE |
| | ELECTRIC VAULT/MANHOLE |
| | ELECTRIC METER |
| | GAS LINE MARKER |

SURVEYOR'S CERTIFICATE
I, Mason L. Torry, a Professional Land Surveyor registered under the laws of the State of Colorado, do hereby certify that this topographic survey was made by me and under my supervision, and that the survey is accurate and correct to the best of my knowledge.



EAGLE VALLEY SURVEYING, INC.
41199 HIGHWAY 6 & 24, EAGLE-VAIL
P.O. BOX 1230
EDWARDS, CO. 81632
(970)249-1406

3046T-L4.DWG	DATE: 3/2018
DRN. BY: M. POST	PAGE: 1 OF 1

TOPOGRAPHIC SURVEY
LOT 4
700 CHAMBERS AVENUE SUBDIVISION
TOWN OF EAGLE, EAGLE COUNTY, COLORADO

JOB No. 3046.4



Figure 1 - GIS Aerial



Figure 2 - West along Sawatch Road



Figure 3 - North btw. 629 & 775 Sawatch Rd



Figure 4 - North from Sawatch Rd towards 629 Sawatch



Figure 5 - South to North, center of 629 Sawatch



Figure 6 - Southwest view from 629 Sawatch



Figure 7 - Southwest view from 629 Sawatch



Figure 8 - Southwest corner looking North



Figure 9 - from 629 Sawatch looking towards 700 Chambers, Building D



Figure 10 - Storage at rear of property



Figure 11 - Storage at rear of property



MINUTES
Planning & Zoning Commission
Tuesday, April 6, 2021
6:00 PM

Public Meeting Room / Eagle Town Hall
200 Broadway
Eagle, CO

This agenda and the meetings can be viewed at www.Townofeagle.org.

PUBLIC WIFI - TOEE – ((TOEEWireless))

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

1. Virtual Meeting Procedure

- [ACCESS THE ON-LINE MEETING HERE](#)
- Please note: All participants are automatically muted. In order to be called upon and unmuted, you will need to use the "raise hand."
- When it's your turn to speak, the moderator will unmute your line and you will have three (3) minutes for public comment.
- PUBLIC COMMENTS: If you are unable to attend, public comments regarding any items on this agenda can be submitted to the planner listed on the application, and will be included as part of the record.
- For technical difficulties please email Nikki.davis@townofeagle.org and we will do our best to assist you.

6:00 PM - REGULAR MEETING CALLED TO ORDER

Chair Hood called the meeting to order at 6:03pm.

COMMISSIONERS PRESENT

Jesse Gregg, Kyle Hoiland, Bill Nutkins, Robert
Townsend, Lani Webb, Matthew Hood,
Keegan Winkeller, Charlie Perkins

STAFF

Chad Phillips – Community Development Director
Nikki Davis - Administrative Tech II
Jessica Lake - Planner I
Peyton Heitzman – Planner I

COMMISSIONERS ABSENT

None

PUBLIC COMMENT *Citizens are invited to comment on any item no on tonight's Agenda. Please limit your comments to three (3) minutes per topic unless arrangements have been made for a presentation with the Administrative Technician. Those who are speaking are requested to provide their name and address prior to beginning.*

Public comment opened at 6:04pm. There was no public comment. Public comment closed at 6:05pm.

PUBLIC HEARING

2. Project: 629 Sawatch Contractor Yard Special Use Permit
File #: SU21-02
Applicant: Jay VanVoorst, JCV LLC
Location: 629 Sawatch Road
Staff Contact: Jessica Lake, Planner I
Request: Request for Special Use Permit to allow a Contractor Yard, including outdoor storage of trucks, trailers, storage containers, office trailers, construction equipment and fuel storage, at 629 Sawatch Rd.

Staff Presentation

Jessica Lake began the staff presentation. This is a request for a Special Use Permit to allow a contractor yard, including outdoor storage of trucks, trailers, storage containers, office trailers, construction equipment and fuel storage. This property has been used as a contractor yard for 9 years and the Town issued Special Use Permits for it in 2012, 2015 (each a 3-year permit) and 2018 (just a 2-year permit). Applicant is currently requesting 5 years for this Special Use Permit. Section 4.05.010 of the Municipal Code says that a Special Use Permit may be limited in duration (not less than 3 years), location, party entitled to the benefit thereof, and/or other specifics. Staff included photos taken around the property. Staff believes the application meets the four standards for a Special Use Permit with conditions of approval.

Staff recommends APPROVAL WITH CONDITIONS based on Standards 1-4 of section 4.05.010 of the Municipal Code. The Findings of Fact determine 1) the application is in conformance with Chapters 4.04 and 4.05 of the Land Use and Development Code, the 2020 Elevate Eagle Comprehensive Plan and the 2020 Town of Eagle Strategic Plan. 2) Landscaping requirements are in compliance under section 4.07.040.B.4 with the existing perimeter fence. Full landscaping compliance will be required with the application for a Development Permit for a permanent structure or subsequent phases of the project.

Q & A

Commissioner Nutkins asked about the temporary effect of the Special Use Permit (SUP) on landscaping. Staff replied that there is an option for a permanent SUP however since the previously issued SUPs had time limits, we are trying to remain uniform and impose a time limit on this SUP. Given how long this contractor yard has been operating and that we are now considering approving an additional 5 years, it may be beneficial to require landscaping at least on the Sawatch Road entrance area to enhance the look. Staff cited front street buffer standards that would be applicable to any development.

Commissioner Townsend commented that the additional 5-year extension should be enough time for the applicant to put landscaping in.

Commissioner Hoiland asked if imposing landscaping on this contractor yard would affect other storage yards on Chambers Avenue who don't have any landscaping. Are we going to start enforcing this on everyone on that street? Chad commented that this became a code enforcement case last year due to expired permits.

Commissioner Webb asked what standard we're going to take moving forward – enforce landscaping or let everyone have a Special Use Permit? Chad said we are typically addressing this on a case-by-case basis. Commissioners Winkeller and Gregg agreed on the case-by-case approach however anything exceeding 10 years of use should invest in landscaping.

Commissioner Nutkins asked whether or not there is a permanent structure on the property. Staff reviewed the property images and confirmed it appears to be temporary structure (like a canopy).

Commissioner Perkins asked for the operating hours of the yard and staff confirmed 8am-5pm as this is their main office site. Next, what is the nearest housing to this location. They are 700 Chambers, Buildings C & D followed by the Nogal Road area.

Commissioner Gregg asked what the previous conditions of approval were. Staff noted the following: reducing number of entrances into the lot from 2 to 1; temporary screening and fencing on the perimeter; repair the southern fence; and that the Special Use Permit will expire within 2 years or upon obtaining a building permit for the property. Applicants have indicated they would like to build a permanent structure on the property.

PUBLIC COMMENT

Public comment opened at 9:22pm. Public comment closed at 9:23pm.

OPEN DISCUSSION

Chair Hood agrees that we should not allow another extension without enforcing landscaping. At a minimum, the front street buffer standards - Section 4.07.020 - should be enforced per the Building Code given that the remainder of the perimeter will have screening, fencing, existing trees and shrubs.

Commissioner Hoiland agrees with the extension but disagrees on enforcing landscaping. This is not a well-traveled street and there are other nearby businesses without landscaping.

MOTION: COMMISSIONER CHARLIE PERKINS MOTIONED TO APPROVE SPECIAL USE FILE SU21-02 WITH THE FOLLOWING STAFF RECOMMENDATIONS #1-7. THE COMMISSION WOULD LIKE TO ADD CONDITION #8: THE APPLICANT SHALL PROVIDE FRONT STREET BUFFER IN ACCORDANCE WITH SECTION 4.07.020, LANDSCAPE STANDARDS OF THE MUNICIPAL CODE.

MOTION WAS SECONDED BY COMMISSIONER LANI WEBB AND PASSED WITH A VOTE OF 7 (GREGG, NUTKINS, TOWNSEND, WEBB, HOILAND, PERKINS, AND HOOD) IN FAVOR AND 0 OPPOSED.

ADJOURN

MOTION: COMMISSIONER BILL NUTKINS MOTIONED TO ADJOURN. MOTION WAS SECONDED BY COMMISSIONER KYLE HOILAND AND PASSED WITH A VOTE OF 7 (GREGG, NUTKINS, TOWNSEND, WEBB, HOOD, HOILAND, AND PERKINS) IN FAVOR AND 0 OPPOSED.

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 37
(Series of 2021)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A SPECIAL USE PERMIT FOR 629 SAWATCH ROAD FOR A CONTRACTOR
YARD

WHEREAS, JCV, LLC owns the real property located at 629 Sawatch Rd, Town of Eagle, Eagle County, Colorado (the "Property");

WHEREAS, on February 5, 2021, Jay Van Voorst (the "Applicant") submitted an application for approval of a Special Use Permit for a Contractor Yard, including outdoor storage of trucks, trailers, storage containers, office trailers, construction equipment and fuel storage (the "Application");

WHEREAS, on April 6, 2021, the Planning Commission held a properly-noticed public hearing to consider the Application, and recommended approval of the Application with conditions;

WHEREAS, on April 27, 2021, the Town Council held a properly-noticed public hearing to consider the Application; and

WHEREAS, the Town Council, upon reviewing the recommendation of the Planning Commission, and upon hearing the statements of staff and the public, and giving due consideration to the matter, determines as provided below.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, AS FOLLOWS:

Section 1. The Town Council finds that the Application complies with Chapters 4.04 and 4.05 of the Eagle Municipal Code (the "Code"), the 2020 Elevate Eagle Comprehensive Plan and the 2020 Town of Eagle Strategic Plan.

Section 2. Based on the foregoing findings, the Town Council hereby approves the Special Use Permit for 700 Chambers Avenue, Lot 3, subject to the following conditions:

- a. The SUP shall expire 5 years from date of this Resolution, or 5 years from the date of the Town's issuance of a Building Permit for the Contractor Yard, whichever occurs first.
- b. At all times, the Contractor Yard shall comply with Sections 4.04.100.J., 4.04.100.L. and 4.04.100.M. of the Code.
- c. Applicant shall maintain the Property and ensure that noxious weeds are not present on the Property at any time.

d. On or before June 1, 2021, Applicant shall repair the fence along the Property boundary with Sawatch Road.

e. On or before September 30, 2021, applicant shall install a front street buffer in compliance with Section 4.07.020.B.3 of the Code.

INTRODUCED, READ, PASSED AND ADOPTED ON APRIL 27, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Brandy Reitter, Town Manager

Date: April 27, 2021

Agenda Item: Resolution No. 40, Series 2021, "A Resolution Approving an Agreement Between Eagle County and the Town of Eagle for Use, Operation and Maintenance of the Eagle River Park at the Eagle County Fairgrounds Property"

REQUEST:

Staff requests that the Town Council review an amendment to the Use Agreement between the Town of Eagle and Eagle County related to the use, operation, and maintenance at the Eagle River Park.

INTRODUCTION:

Since 2017, the Town and County have used agreements to address the various stages of construction of the Eagle River Park. Since the County owns the land the park is built on, these agreements have established expectations of both parties at each milestone. The original agreement has been amended 3 times. The current amendment addresses the County's diversion structure. As part of the approval of the Eagle River Park, the Town agreed to construct a new diversion and intake structure. This was one of many improvements the Town agreed to make in exchange for allowing the construction of the park. Once all obligations have been met to the County's satisfaction, they have agreed to convey and annex the park to the Town.

After phase one of the River Park was completed in 2019, the Town experienced significant flooding because of snow runoff late spring. The intake, diversion structure, and park were damaged. The Town repaired the River Park which included reconstructing the lower half of the Upland Park. Eagle County made repairs to the crossvane associated with their diversion structure because they couldn't receive water at their intake. The Town's position is that the repairs were made because of damage caused by flooding.

As a result of the incident and the repairs that were made, Eagle County wants to amend the Use Agreement so that the Town is responsible for the maintenance of the crossvane diversion structure. The County believes that the Town has the liability to perform maintenance of the crossvane for boater safety as well as to provide them with water at their intake. This is because the original design needed to be reconstructed. The flooding destroyed the original design before the intake was operational, so it's difficult to assess if it would have been sufficient to deliver water. To make the County whole, staff recommends reimbursing the amount of the repairs and an invoice is attached to this memo. This will help resolve the responsibility for repairs discrepancy issue.

ANALYSIS:

Staff and elected officials from the Town and County have spent a considerable amount of time negotiating the Use Agreement attached to this memo. Provided below is a summary of the provisions in the Use Agreement. The staff has also included an executive session just in case the Council wants to discuss items in the agreement.

Use Agreement Provisions:

- The Town will reimburse the County approximately \$55,819.70 for the repairs to the crossvane diversion structure.
- The Town will carry liability insurance on the crossvane diversion structure and defend Eagle County of any associated claims.
- The Town will maintain the crossvane diversion structure so that the County can receive water and ensure public safety.
- The Town will maintain the crossvane diversion structure when the County is not receiving water at times when the river flows at Gypsum Creek Gage read at or above 200 c.f.s.
- The Town's use of the park will not interfere with the ability to receive water at the County's headgate.
- The Town will assume the liability of the Parking Area.
- The Town is not responsible for any liability, maintenance, or operation of the headgate structure.

COMMUNITY INPUT:

Community input is not required with this proposal.

BUDGET / STAFF IMPACT:

There is a budget impact with this proposal. If the Council approves, the \$55,819.70 reimbursement will be charged to the Sales Tax Capital Improvements Fund. It is unlikely that staff will spend the entire project budget of \$100,000 for the Brush Creek Park Playground design in 2021. The project is behind schedule. Staff recommends reallocating a portion of the project budget to cover the expense to the County. If staff can complete the project this year, a supplemental budget will be presented to the Council at that time.

This proposal also increases the River Park maintenance budget. Staff will present those costs in the 2022 budget at the end of this year. The Town will contract for any maintenance work as needed which will require minimal staff time.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This proposal doesn't align with the strategic plan or standards. It is an administrative proposal that requires the Council's review.

RECOMMENDED ACTION OR PROPOSED MOTION:

There are two motions for the Council's consideration:

Motion to **approve** or **deny** the adoption of Resolution No. 40, Series 2021, "A Resolution Approving an Agreement Between Eagle County and the Town of Eagle for Use, Operation and Maintenance of the Eagle River Park at the Eagle County Fairgrounds Property"

Motion to **approve** reallocating \$55,819.70 from the Brush Creek Park Playground budget in the Sales Tax Capital Improvements Fund to cover the reimbursement to Eagle County for the repairs of the crossvane diversion structure in 2020.

ATTACHMENTS:

- Resolution No. 40, Series 2021
- Amended Use Agreement
- First Amend Exhibit B-1
- First Amend Exhibit B-2
- First Amend Exhibit A-2
- Town of Eagle Invoice for Eagle River Park Diversion Structure Repair

RESOLUTION NO. 40
(Series 2021)

A RESOLUTION APPROVING AN AGREEMENT BETWEEN EAGLE COUNTY AND THE TOWN OF EAGLE FOR USE, OPERATION AND MAINTENANCE OF THE EAGLE RIVER PARK AT THE EAGLE COUNTY FAIRGROUNDS PROPERTY

WHEREAS, the Parties initially entered into an agreement dated December 6, 2017;

WHEREAS, the Town and Eagle County amended the Agreement on March 27, 2019 to allow construction of the Eagle River Park;

WHEREAS, the Town and Eagle County amended the Agreement on May 14, 2020 to outline the coordination of events and maintenance of shared facilities at the Fairgrounds Property and adjacent parking lot;

WHEREAS, the current amended Agreement is for the use, operations and maintenance of Eagle County's Diversion Structure at the Neilson Pumpback Irrigation Headgate;

WHEREAS, the Agreement outlines how the Town and County will coordinate maintenance activities associated with the Diversion Structure;

WHEREAS, the new Agreement is an interim step to such conveyance and annexation of the Eagle River Park property to the Town of Eagle;

WHEREAS, after such conveyance, the Town and County will revise the terms and conditions as part of the Annexation Agreement; and

WHEREAS, the Annexation Agreement will replace this Use Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF EAGLE, COLORADO:

The Town Council approves an Agreement with Eagle County for the use, operation, and maintenance of Eagle County's Diversion Structure at the Neilson Pumpback Irrigation Headgate.

RESOLVED, APPROVED AND ADOPTED this 27th day of April 2021.

TOWN OF EAGLE, COLORADO

BY: _____
Mayor, Scott Turnipseed

ATTEST:

Town Clerk, Jenny Rakow

**FIRST AMENDMENT TO THE AGREEMENT
BETWEEN EAGLE COUNTY, COLORADO
AND THE TOWN OF EAGLE
FOR USE, OPERATION AND MAINTENANCE OF THE EAGLE RIVER PARK AT
THE EAGLE COUNTY FAIRGROUNDS PROPERTY**

THIS FIRST AMENDMENT to the Agreement for Use, Operation and Maintenance of the Eagle River Park at the Eagle County Fairgrounds Property dated _____ (“First Amendment”) is between Eagle County, Colorado, a body corporate and politic, by and through its Board of County Commissioners (“County”) and the Town of Eagle, by and through its Town Council (“Town”). Together, the Town and the County are referred to as the “Parties.”

WHEREAS, the Parties initially entered into an agreement dated December 6, 2017, (Eagle County C17-402) amended on March 27, 2018, (Eagle County C18-114) to allow the construction of the Eagle River Park on certain portions of the Premises, subject to the terms and conditions contained therein (collectively the “Construction Use Agreement”); and

WHEREAS, the Parties subsequently entered into an agreement dated May 21, 2019 (Eagle County C19-173), for the use, operation and maintenance of the Eagle River Park at the Eagle County Fairgrounds during and after completion of construction (the “Use Agreement”); and

WHEREAS, the Town’s construction activities at the Eagle River Park authorized by the Construction Use Agreement are complete; and

WHEREAS, prior to the Town’s construction activities at the Eagle River Park, the County asserts that the Eagle County Diversion Structure for the Neilson Pumpback Irrigation Headgate (“Headgate”) received water when river flows were at or above 200 cubic feet per second (c.f.s.), as measured at the United States Geological Survey (USGS) Stream Site 0907000 Eagle River Below Gypsum, CO (“Gypsum Gage”) (“Proper and Historic Headgate Function”); and

WHEREAS, the Town’s construction drawings titled “Eagle River Park” by S2O Design and Engineering (“S2O”), dated September 26, 2017 (the “Plans”) included a re-design of the Eagle County Diversion Structure for the Headgate, which included a dry-stack crossvane structure with an attached grade control structure (the “Crossvane Diversion Structure”); and

WHEREAS, the Plans called for the Crossvane Diversion Structure to maintain water levels above the Headgate intake pipe for flows above 90 c.f.s., without impacting the 100-year flood plain; and

WHEREAS, after construction in 2019, the County reported to the Town that the Headgate did not receive water anytime river flows dropped below 270 c.f.s., as measured at the Gypsum Gage and therefore did not allow for Proper and Historic Headgate Function; and

WHEREAS, Eagle County commissioned and paid \$55,819.70 for construction work to restore the Crossvane Diversion Structure to the standard set forth in Plans in accordance with S2O's Repair Plan – including certain additional modifications recommended the design engineer to ensure adequate protection of the Crossvane Diversion Structure and adequate mitigation of hydraulic drops in the interest of reasonable boater safety, described in **Exhibit B-1** and **Exhibit B-2**, attached hereto and incorporated herein by this reference (the "Repair Plan");

WHEREAS, the Town intends to reimburse Eagle County the amount paid for the construction work to restore the Crossvane Diversion structure as described above;

WHEREAS, the Crossvane Diversion Structure is located immediately upstream of the Eagle River Park and therefore also serves as the Eagle River entry to the whitewater park, which required the design in the Plans and Repair Plans to consider boater safety; and

WHEREAS, in exchange for permission to construct and operate the Eagle River Park on the Premises, the Town commits to defend Eagle County from any claims or liability related to the public recreational use of the Eagle River Park, including the entire Crossvane Diversion Structure; and

WHEREAS, the Town further commits to maintain the Crossvane Diversion Structure to maintain Proper and Historic Function of the Headgate, and commits that any maintenance or repair work and/or design will also take into consideration public safety; and

WHEREAS, the Parties wish to amend the Use Agreement to set forth the Parties' expectations regarding repair and ongoing maintenance of the Crossvane Diversion Structure; and

WHEREAS, the County informed the Town that certain issues arising from construction and first-season use activities at the Premises impacted the County's primary uses of its property and created additional costs for the County, and therefore, further planning and cooperation over time will be necessary before the County is prepared to subdivide and convey portion of the Premises to the Town.

NOW THEREFORE, in consideration of the terms and covenants stated herein, the sufficiency of which is hereby acknowledged, the Parties agree the Use Agreement shall be amended as follows:

1. Exhibit A to the Use Agreement is hereby replaced with **Exhibit A-2**, which is attached hereto and incorporated herein by this reference. For the avoidance of any doubt, the term "Premises" in this Agreement shall be construed to include the entire Crossvane Diversion Structure, notwithstanding that some portion of the structure may encroach outside of the Eagle County parcel boundary lines.

2. Article I: Use of Premises, Section 1.1 is hereby amended by the addition of subsection (k) as follows:

k. The Town shall ensure that its own use and the public's use of the Premises shall not interfere with the County's ability to receive water through the Headgate.

3. Article I: Use of Premises, Section 1.2, is hereby deleted and replaced in its entirety as follows:

a. The Town shall maintain all responsibilities set forth in Section 1.1 (c), (d), (e), (f), (g), (h) (j) and (k) during the initial and any renewal term(s) of this Agreement.

b. The Town acknowledges that the County contracted with S2O and Hobbs Excavating in 2019 to make repairs necessary to restore Crossvane Diversion Structure to its original design and functionality, with additional modifications as set forth in the Plans and Repair Plan, and agrees that such actions do not negate or modify the Town's commitments under Article IV of the Use Agreement, or its amendments.

c. The Town will be responsible, at its sole cost and expense, for all future maintenance of the Crossvane Diversion Structure to address water levels as described herein and/or public safety. The Eagle County Facilities Department must notify the Town's Public Works Department when the Headgate is not receiving water at times when river flows at the Gypsum Gage read at or above 200 c.f.s. in order for the Town to ascertain if maintenance of the Crossvane Diversion Structure is needed. The Town agrees that all maintenance or repair work required under this Agreement to maintain Proper and Historic Function of the Headgate must be undertaken in a diligent and timely manner, and with reasonable and appropriate consideration of safety. Repair and maintenance work must be completed no later than March 31 of the year immediately following the date the Town is so notified. If the Town fails to so maintain the Crossvane Diversion Structure in accordance with the Plans and the Repair Plans or so that the Headgate receives water at or above 200 c.f.s, shown at the Gypsum Gage, the County may do so and charge the Town for all related costs and expense, which actions will not negate or modify the Town's commitments under Article IV of the Use Agreement, or its amendments.

d. The Town commits to maintaining proper and adequate flows to the Headgate as set forth herein. The Town will coordinate all maintenance work on the Crossvane Diversion Structure with Eagle County Facilities Department before commencing any such work.

e. Except where expressly or necessarily modified by the terms of this First Amendment or a duly executed amendment to the Construction Use Agreement, a duly

executed amendment to the Construction Use Agreement shall be required prior to any future construction activities on the Premises, including the Parking Area.

4. Article IV: Insurance and Liability of the Use Agreement is hereby deleted and replaced in its entirety as follows:

4.1 The Town assumes all risks associated with its, and the public's, use of the Premises and Parking Area under this Agreement, including without limitation, property damage and all risk of personal injury, including but not limited to death, attributable to any cause other than the gross negligence or unlawful conduct of County. The Town agrees to indemnify, defend, and hold harmless the County and its commissioners, boards, employees, agents, insurers (as "Indemnitees") from all claims, losses, liability, costs, or expenses (including reasonable attorney's fees)(hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims in any manner result or arise from its construction, maintenance or use, or the public's use of the Premises and the Parking Area as the Eagle River Park, as authorized herein. Subject to the ongoing requirements of Sections 4.1 and 4.2, any fiscal or monetary obligations of the Town arising under this Agreement shall always be subject to annual budgeting and appropriation by the governing body of the Town.

4.2 The Town agrees to maintain in full force during the term of this Agreement general liability insurance, naming Eagle County, its associated or affiliated entities, elected officials, employees, agents and volunteers as additional insureds, which will cover the County and the Town against any and all claims arising out of the public's use of the Eagle River Park or occurring at any time in or about the Premises. The liability coverage under such policies of insurance shall not be less than \$1,000,000 per occurrence and not less than \$2,000,000 in the aggregate. Certificates of insurance consistent with the foregoing requirements must be delivered to County upon 5 days of a request therefor.

4.3 The Town shall be responsible to County for acts and omissions of its agents, employees, suppliers, Operators, Contractors and subcontractors performing Work on or about the Premises, including the Crossvane Diversion Structure and the Parking Area.

4.4 Nothing in this Agreement shall be construed to require the Town to maintain or incur any responsibility for actual operation of the Headgate structure, which contains the gate valve for the irrigation pipe. Eagle County shall maintain all responsibility, to the extent allowed by law, for all aspects of maintenance, operation and use of the Headgate structure.

5. Capitalized terms in this First Amendment will have the same meaning as in the Use Agreement. To the extent that the terms and provisions of the First Amendment conflict with, modify, or supplement portions of the Use Agreement, the terms and provisions contained in this First Amendment shall govern and control the rights and obligations of the Parties.

6. Except as expressly altered, modified and changed in this First Amendment, all terms and provisions of the Use Agreement and exhibits thereto shall remain in full force and effect, and are hereby ratified and confirmed in all respects as of the date hereof.

7. This First Amendment shall be binding on the Parties hereto, their heirs, executors, successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the day and year first above written.

TOWN OF EAGLE

ATTEST:

By: _____
Jenny Rakow, Town Clerk

By: _____
Scott Turnipseed, Mayor

ATTEST:

**COUNTY OF EAGLE, STATE OF
COLORADO, by and through its Board of
County Commissioners**

By: _____
Regina O'Brien
Clerk to the Board

By: _____
Matt Scherr, Chair

Exhibit B.1

Proposed Approach

S₂O recommends that one of our representatives be on site during repair of the diversion structure and grade control as described below. This will enable S₂O to provide technical guidance and quality control, in addition to providing an opportunity to ensure that County and Town maintenance personnel have a clear understanding of the design and preferred construction methods.

To complete maintenance activities described above, S₂O recommends the following process:

1. Salvage displaced boulders below the diversion structure provided they are not part of the roughened riffle design immediately above feature #1. Import additional boulders if necessary.
2. Reconstruct the damaged section of cross-vane to the elevations provided by the original design, utilizing the largest boulders manageable with available equipment (5-6ft minimum diameter recommended).
3. Repair scour pad per design. S₂O suggests upsizing material to 24" riprap to reduce potential maintenance to the extent possible.
4. Re-install material upstream of the Cross-Vane which washed through the damaged section. Again, it is suggested that material be upsized to 24" riprap with smaller cobble and alluvial material to fill void space, reducing potential maintenance to the extent possible.
5. Re-construct damaged portions of the grade control immediately downstream of the diversion cross-vane using the largest boulders available and manageable with available equipment (5-6ft minimum diameter recommended)
6. Repair any damage to the maintenance ramp during demobilization of equipment.

The attached sketch identifies the repair areas described above and preferred repair. Elevations to restore the diversion structure, grade control and armoring may be found in the permitted construction drawing set.

NOTES:

- 1. WSEL Values Shown Are For Reference Only. The Measurements Were Taken After 100-yr Flood Damage & Measured @ Flow Rate Of Approximately 250cfs
- 2. Reconstruct Diversion Structure And Grade Control To Elevations Shown On Permitted Construction Drawings And/Or As Directed By S20 Representative

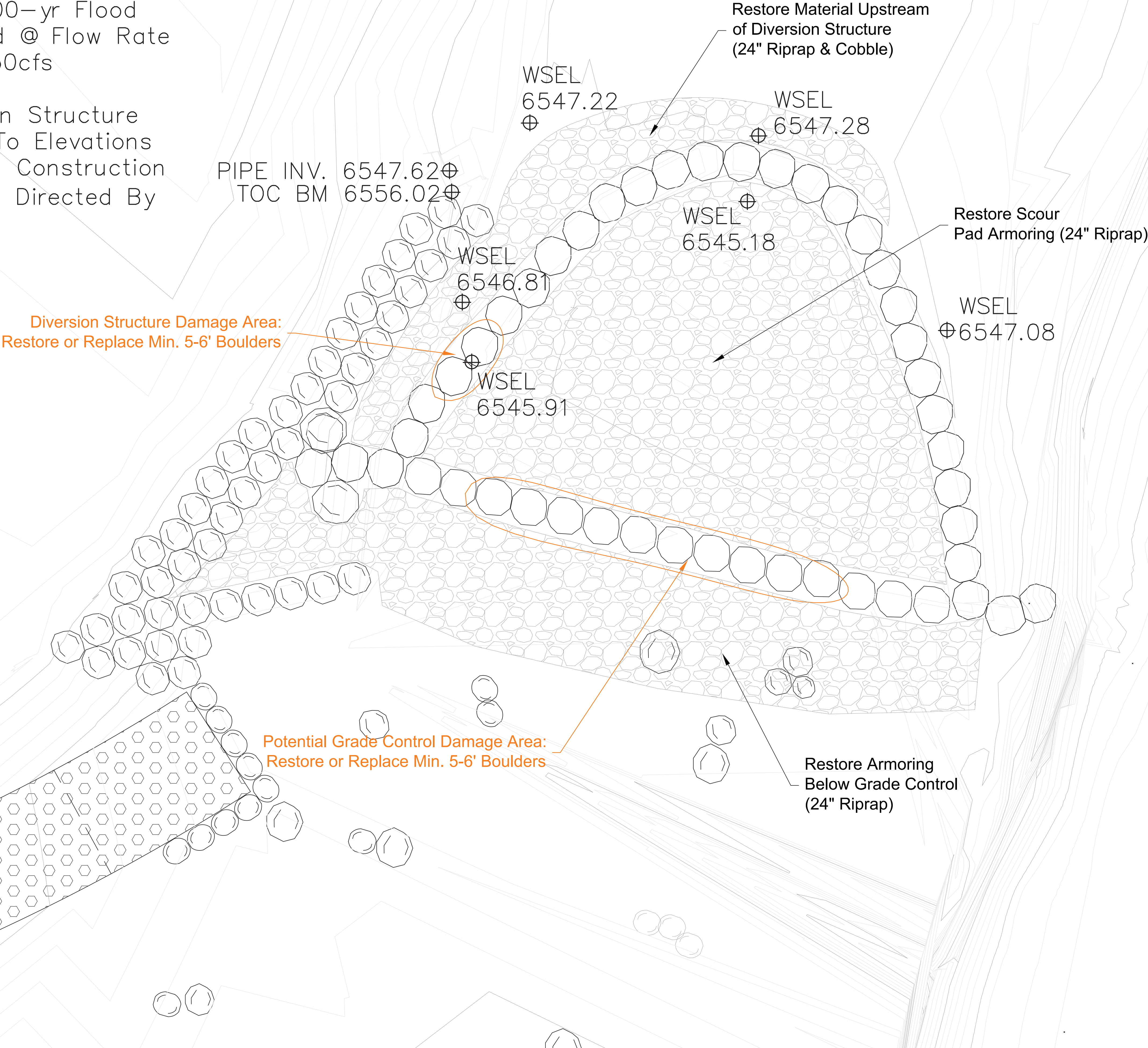




Exhibit B-2

The following is taken from the S2O memo dated March 18, 2020. It is a summary of the additional work and completed.

Riffle Reconstruction

S₂O (Scott Shipley, Riley Adams) participated in an onsite meeting with Hobbs (Stewart Hobbs), Eagle County (Kevin Sharkey) and NV5 (John Usery) on 3/13/2020 to determine the best approach to reestablish the riffle between the diversion structure and ERP Feature 1. The foremost concern was that, due to the amount of bed material removed, a large elevation drop has formed below the grade control which likely will create a dangerous hydraulic condition at high flows. Priorities discussed during the meeting included reestablishing design grade through the riffle to eliminate the hazardous condition and attempt to provide more resiliency to future flood events while importing the least amount of material possible to keep additional costs low.

It was determined that the best approach was to add an additional partial grade control downstream of the diversion structure to step grade down gradually, and fill between the two grade controls with 24" boulder armoring material obtained from Eagle County's pit. Additionally, 24" boulder armoring material would be packed in on the downstream side of the added grade control to prevent scour and rebuild the rock riffle to tie into existing grade upstream of ERP Feature 1. This solution matches the existing design grades and substrate material while providing more resiliency and reinforcing the diversion structure. A sketch of the proposed repair is provided below for clarification.

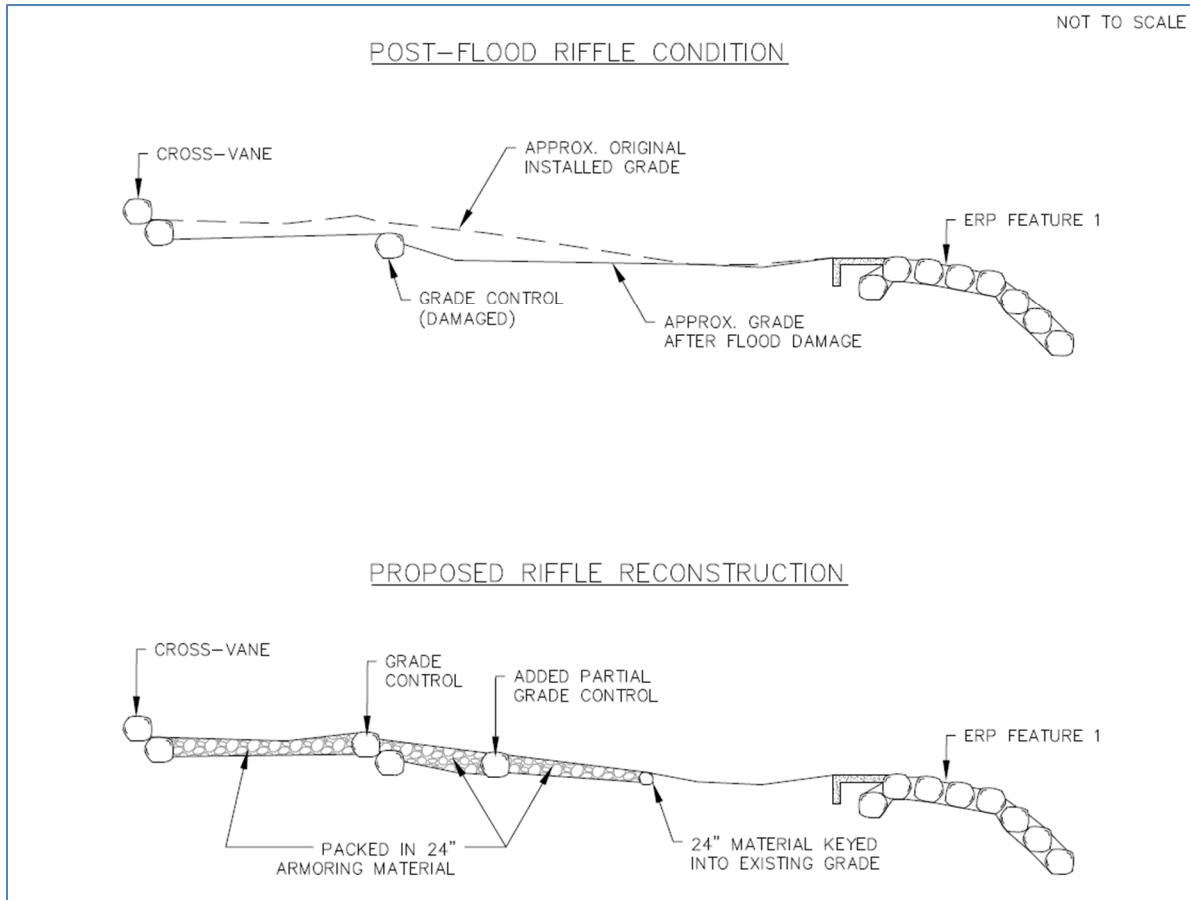


Figure 4: Profile Sketch of Post-Flood Conditions and Proposed Reconstruction at Thalweg

The material received from the Eagle County pit was somewhat smaller than 24", however it is very angular, and Hobbs was diligent about tracking the material in well with the excavator. The angular nature will help to lock the material together better than rounded material and should keep it in place during high water events.

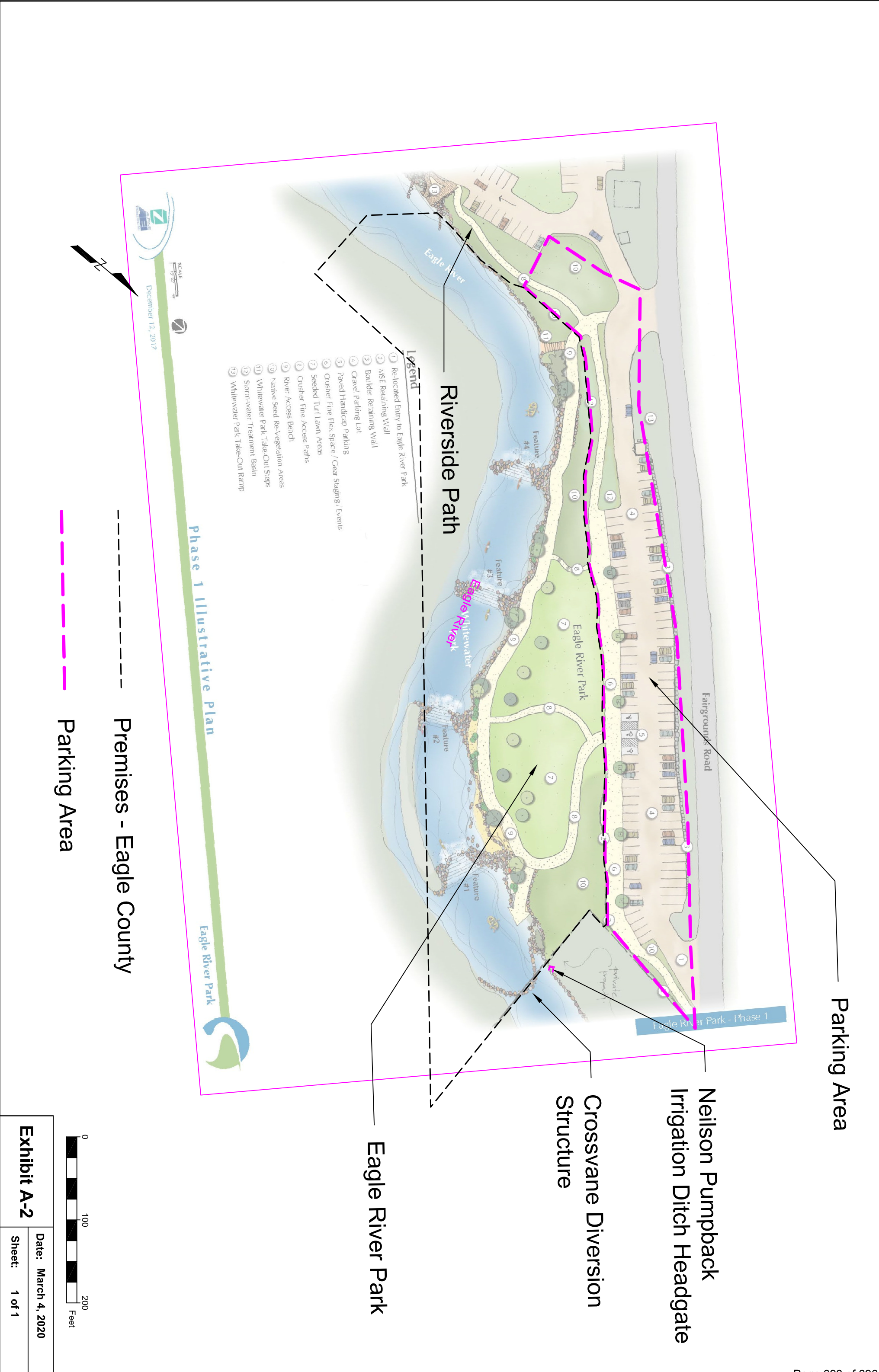


Figure 5: Hobbs Packing Angular Material in Between Grade Controls

Hobbs completed installation of the additional partial grade control and reconstruction of the riffle between the diversion structure and ERP Feature 1 on 3/17/2020. S2O checked elevations (using same benchmark as previously described) of the additional grade control to provide a more gradual loss of elevation leading into the riffle. In some cases visibility was non-existent in areas covered with water, so S2O relied on information relayed by Hobbs on location and placement of toe boulders for the cross-vane repair, grade control installation and placement of 24" armoring material. Additionally, several boulders previously placed in the riffle were adjusted based on feedback from members of the local rafting community. The completed riffle reconstruction successfully restores design elevations, eliminates a serious safety concern and provides greater resilience to high water events.



Figure 6: Completed Diversion Structure & Riffle Reconstruction



Administration INVOICE



Town of Eagle
PO BOX 609

EAGLE, CO 81631

CUSTOMER #	BILLING DATE	PAST DUE	INVOICE #	TOTAL DUE
1192	04/15/2021	\$0.00	2021-00000001	\$55,819.70

Pay this Amount → **\$55,819.70**

DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

Town of Eagle
PO BOX 609

EAGLE, CO 81631

FOR BILLING QUESTIONS
CALL: (970) 328-3515

financeinvoices@eaglecounty.us

Description	Qty	Unit Price	Total Price
Eagle River Park Diversion Structure	1	\$55,819.7000	\$55,819.70

Total Invoice
\$55,819.70

CUSTOMER #	BILLING DATE	PAST DUE	INVOICE #	CHARGES
1192	04/15/2021	04/15/2021	2021-00000001	\$55,819.70
Balance →				\$55,819.70

Mail Payment to:

Eagle County Government
c/o Finance
P.O. Box 850
Eagle, CO 81631

Hobbs Excavating and Trucking LLC (Since 1973')

Exhibit A-1

Phone # 970-524-7447
Fax # 970-524-7501

DATE	INVOICE NO.
3/23/2020	20-53

BILL TO

Eagle County Administration

Project Name

Neilson Pumpback Ditch Diversion Structure

Account Number

1001-190-6425.98 DI102.Repair Grounds

Description

Repair work on diversion structure

Approval and Date

Approved 4-8-20

PM

Kevin J. Sharkey

Other

Please Pay \$48,850

Comments

Eagle River Diversion

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
As bid	all items to fix diversion structure in the Eagle River		43,850.00	43,850.00
Extra	Extra machine time to load haul and place additional rip rap imported from Gypsum creek and requested by S20		5,000.00	5,000.00
Thank you, HOBBS EXCAVATING AND TRUCKING		Total \$48,850.00		

S2O Design and Engineering

318 McConnell Drive
Lyons, CO 80540
720-310-8688
s2o@s2odesign.com

INVOICE

BILL TO

County of Eagle
500 Broadway
Eagle, CO 81631 United
States

Exhibit A-1

Project Name	Neilson Pumpback Ditch Diversion Structure
Account Number	1001-190-6425.98 DI102.Repair Grounds
Description	Design and oversight for repair work on diversion structure
Approval and Date	Approved 4-8-20
PM	<i>Kevin J. Sharkey</i>
Other	Please Pay \$6,969.70

INVOICE # 111035
DATE 03/19/2020
DUE DATE 04/18/2020
TERMS Net 30

ACTIVITY	DESCRIPTION	AMOUNT
Civil Engineering	Task 1: Construction Oversight -- Diversion Structure	3,940.00
Civil Engineering	Task 2: Construction Oversight -- Takeout Modifications	500.00
Travel & Reimbursable Expenses	Reimbursable Travel Expenses (Expenses in excess covered by S2O)	1,967.20
Civil Engineering	Additional Hrs Approved for Technical Memo	562.50

Crossvane Diversion Repair at Neilson Pumpback Irrigation Ditch

BALANCE DUE

USD 6,969.70

Please Wire Payment to:
S2O Design and Engineering
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