Town Council
Tuesday, July 28, 2026
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 *This will be an in-person meeting using Teams. Please note: All participants must remain muted until they are requested to speak. This will reduce background noise disruptions to the meeting attendees. When it's your turn to speak, 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 Camille Deering, Town Clerk, and will be included as part of the record. For technical difficulties, please email clerk@townofeagle.org and we will do our best to assist you.*

1. **Microsoft Teams meeting**

   Join: https://teams.microsoft.com/meet/27216253253560?p=MpMTgSPCCimZlL0ETh

   Meeting ID: 272 162 532 535 60

   Passcode: LF6nG63F

   Need help? | System reference

   Dial in by phone

   +1 469-770-0416,,72412152# United States, Kaufman

   Find a local number

   Phone conference ID: 724 121 52#

   For organizers: Meeting options | Reset dial-in PIN

CALL TO ORDER - 6:00 PM

ROLL CALL

CONFLICT OF INTEREST DISCLOSURE

ADOPTION OF AGENDA *Opportunity for amendment or deletions to the agenda.*

PUBLIC COMMENT - 6:05 PM *Citizen public comment offers an opportunity for citizens to express opinions or ask questions regarding town services, policies, or other matters of community concern, and any items that are not on the agenda. Please attempt to keep comments to three (3) minutes; time limits are established to provide efficiency in the conduct of the meeting and to allow equal opportunity for everyone wishing to speak. When appropriate, any questions by the public during public comment* *will be followed up on by the Town Manager and Town staff. Those who are speaking are requested to state their name and address for the record.*

CONSENT AGENDA- 6:10 PM *Consent agenda items are routine Town business, items that 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.*

1. Minutes
2. Resolution 49, Series 2026 - A Resoution of the Town Council of the Town of Eagle, Colorado Approving an Amendment of Section 12.01 of the Eagle Valley Transit Authority Intergovernmental Agreement
3. Resolution 50, Series 2026 - A Resolution of the Town Council of the Town of Eagle, Colorado, Adopting a Policy Concerning Water Conservation.

STAFF REPORTS *The Town Manager and department staff prepare and provide internal updates to the council.*

1. Town Manager Update
2. Q2 2026 Financial Report
3. Q2 2026 Capital Projects Report

BUSINESS ITEMS - 6:20 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. PUBLIC HEARING: Ordinance 10, Series 2026, An Ordinance of the Town of Eagle, Colorado, Vacating a Right of Way Running North-South Through the Block Bound by Capitol Street, Grand Avenue, Howard Street and East Second Street
2. Resolution 51, Series 2026 - A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing Members to the Economic Vitality Committee

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 6:55 PM *Council will use this time to propose future agenda items, provide updates on Council Committees, and address general discussion items.*

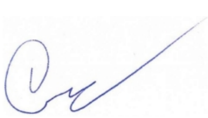
1. October 13, 2026 Town Council Meeting

EXECUTIVE SESSION - 7:05 PM

1. An Executive Session pursuant to C.R.S. §24-6-402(4)(a), 4(b), and 4(e) to consider the purchase, acquisition, lease, transfer or sale of any real, personal or other property interest; to receive legal advice from the Town Attorney on specific legal questions; and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations and instruct negotiators relating to the acquisition of a commercial property in the downtown area.
2. And further move to adjourn the regular meeting at the conclusion of the executive session.

ADJOURN - 7:30 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.



Camille Deering
Town Clerk

PUBLIC WIFI – Town of Eagle Public Wi-Fi

MEETING MINUTES
Town Council
Tuesday, July 14, 2026
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 *This was an in-person meeting using Teams.*

CALL TO ORDER

Mayor Woods called the meeting to order at 6:00 p.m.

ROLL CALL

COUNCIL MEMBERS PRESENT

Geoffrey Grimmer, Casey Glowacki, Gina McCrackin,
Andrew Atkins (Virtual), Bryan Woods,
Jamie Woodworth Foral, Scott Schreiner

COUNCIL MEMBERS ABSENT

STAFF PRESENT

Melissa Daruna, Town Manager
Richard Peterson-Cremer, Town Attorney
Rachel Tand, Finance Director/Treasurer
Carrie Buhlman, Police Chief
Luke Causey, Lieutenant
Tom Gosiorowski, Public Works Director
Jessica Johnsen, Community Development Director
Jessica Lake, Senior Planner
Sydney Dynek, Planner
Tez Hawkins, Planner
Kira Koppel, Sustainability Specialist
Nikki Davis, Economic Development & Housing Specialist
Alex Smiley, Open Space & Trails Manager (Virtual)
Molly Furtado, Special Events Manager (Virtual)
Lynette Horan, Human Resources Manager (Virtual)
Ashley LaFleur, Communications Specialist (Virtual)

MOMENT OF SILENCE FOR EMILY BARKER

CONFLICT OF INTEREST DISCLOSURE

Mayor Bryan Woods is recusing himself from the Executive Session discussion to avoid any potential conflict of interest based on the proximity of his home to the property.

ADOPTION OF AGENDA *Opportunity for amendment or deletions to the agenda.*

MOTION: Council Member Scott Schreiner motioned to approve the agenda. The motion was seconded and passed with a vote of 7 in favor (Grimmer, Glowacki, McCrackin, Atkins, Woods, Woodworth Foral, Schreiner) and 0 opposed.

PUBLIC COMMENT

- Arthur Wessel - 520 McIntre Street: Thank you, Molly for Flight Days. Expressed two concerns related to the pickleball court. Proposed an alternative "Eagle Town Park for All".
- Kelly Bonser - 425 Washington Street: Sent a proposal; recommended other peaceful public recreation games. Doubtful that pickleball courts will draw visitors. Consider people that have existing health conditions that will suffer from the pickleball noise. Residential property values will be negatively affected. We don't know if/when the geothermal system might fail; we will have to spend more money to dig up the pipes.
- Cheryl Russell - 601 Washington Street: Requesting that Town Council reconsider the pickleball proposal. Expressed concerns regarding inadequate public parking. Suggested Eagle County turn that site to additional parking. There is a fear of retaliation from the Town and Eagle County if residents were to come together and petition. Cited findings related to residential property value decline.
- Kathy Heicher - 641 Wall Street: Submitted an email to the Town Clerk which was forwarded to Town Council. Shared history on the genesis of Town Park and historic value of the Court House. Pickleball courts take up a big chunk of public land

PRESENTATIONS

1. Eagle County Regional Airport, David Reid

2. Pickleball Noise, Brenda Parks-Wyatt

CONSENT AGENDA

MOTION: Council Member Schreiner motioned to approve the consent agenda recognizing Council Member Woodworth Foral's changes. The motion was seconded and passed with a vote of 7 in favor (Grimmer, Glowacki, McCrackin, Atkins, Woods, Woodworth Foral, Schreiner) and 0 oppose.

1. Minutes

2. Bill Schedule June 2026

3. Resolution 44, Series 2026 - A Resolution of The Town Council of The Town of Eagle, Colorado, to appoint one vacancy on the Town of Eagle Planning and zoning Commission.

4. Resolution 45, Series 2026 - A Resolution of The Town Council of The Town of Eagle, Colorado, to appoint one vacancy on the Town of Eagle Planning and Zoning Commission.

5. Resolution 46, Series 2026 - A Resolution of the Town Council of the Town of Eagle, Colorado, to appoint one Alternate vacancy on the Town of Eagle Planning and Zoning Commission.

6. Resolution 47, Series 2026 - A Resolution of the Town Council of the Town of Eagle, Colorado Amending the Bylaws of the Economic Vitality Committee to Expand Committee Membership

7. Resolution 48, Series 2026 - A Resolution of the Town Council of the Town of Eagle, Colorado, Implementing Stage 2 Fire Restrictions.

STAFF REPORTS

1. Town Manager Update

   Town Manager Melissa Daruna shared she is seeking feedback from Town staff and Eagle County about lessons learned during the regional staff outage. Also, a thank you to the Council members and staff who were at Showdown Town last week. We will be collecting more input related to the upcoming Civic Brand project. Kira provided an email to Town Council regarding EV Fast Charging.

2. Department Update

BUSINESS ITEMS

1. 2025 Audit Report and Management Letter

   Presenter was Mike Sherven from Hood P.C. From the audit report, he recommends reading the Independent Auditor's Report and the Budgets and Actuals Schedule. There is one recommendation related to Court Deposits; rather than being taken monthly, the auditor suggested a weekly schedule.

   Council member Atkins asked for information or reading material that may help public officials look for risk in budget reports.

   Council member Schreiner was complimentary of healthy operations reflected in the budget.

   MOTION: Council Member Jamie Woodworth Foral motioned to approve the audit findings as presented. The motion was seconded and passed with a vote of 7 in favor (Grimmer, Glowacki, McCrackin, Atkins, Woods, Woodworth Foral, Schreiner) and 0 opposed.

2. ROW24-01: Continuance of Eagle Multi Family LLC ROW Vacation

   The item was continued without further discussion.

   MOTION: Council Member Bryan Woods motioned to continue file ROW 24-01 Eagle Multifamily LLC ROW vacation to the July 28, 2026 Town Council meeting. The motion was seconded and passed with a vote of 7 in favor (Grimmer, Glowacki, McCrackin, Atkins, Woods, Woodworth Foral, Schreiner) and 0 opposed.

3. Commercial Activation Permit Fee and Use Tax Rebate Pilot Program

   Economic Development Specialist, Nikki Davis introduced the item. Staff and the DDA are requesting the Council support to explore the initiative and therefore direct staff to further evaluate the concept and come back with a proposal.

   Council, along with DDA members Scott Schlosser and Keith Carrieri, discussed the pros and cons of the initiative proposal. Issues discussed were whether $10,000 was a large enough incentive to attract businesses, how to address the issue of unmotivated property owners and the lack of rentable space downtown, and town staff's capacity to develop the program without compromising other priorities. The Council directed that the DDA lead this effort, given current limitations of staff time and capacity. DDA members said they would do more research, connect with Lafayette officials, and bring back a more detailed recommendation. The DDA will meet on July 21 to discuss next steps and how to move the initiative forward.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

Council member Grimmer thanked Town staff for their response to the recent 14-hour power outage and looks forward to their report on lessons learned. He also requested a letter of support for a VVMTA trail project, and asked about communication efforts regarding water conservation and outreach to high water users. Council member Glowacki asked that the Shopping Local Rewards Program be considered during the 2027 budget process, while Council member McCrackin requested information on how Eagle and neighboring jurisdictions budget for police staffing at public events. Council member Woodworth Foral encouraged residents to contact the Holy Cross Board of Directors and the Town of Minturn in support of a power redundancy line to prevent future outages, and Council member Schreiner requested updates on the Energy Rebate Program, Grand Avenue demolition costs, and the timeline for the Town Park restroom project.

EXECUTIVE SESSION

MOTION: Council Member Jamie Woodworth Foral motioned to enter into Executive Session pursuant to C.R.S. §24-6-402(4)(a), 4(b), and 4(e) to consider the purchase, acquisition, lease, transfer or sale of any real, personal or other property interest; to receive legal advice from the Town Attorney on specific legal questions; and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations and instruct negotiators relating to the acquisition of a commercial property in the downtown area and further move to adjourn the regular meeting at the conclusion of the executive session. The motion was seconded and passed with a vote of 6 in favor (Grimmer, Glowacki, McCrackin, Atkins, Woodworth Foral, Schreiner), 0 opposed, 1 abstained (Woods).

1. An Executive Session pursuant to C.R.S. §24-6-402(4)(a), 4(b), and 4(e) to consider the purchase, acquisition, lease, transfer or sale of any real, personal or other property interest; to receive legal advice from the Town Attorney on specific legal questions; and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations and instruct negotiators relating to the acquisition of a commercial property in the downtown area.

2. And further move to adjourn the regular meeting at the conclusion of the executive session.

ADJOURN

Date: 7/28/2026

____
Bryan Woods, Mayor

____
Camille Deering, Town Clerk

MEMORANDUM

July 8, 2026

TO: Eagle Valley Transportation Authority Members

FROM: Tanya Allen, Executive Director

RE: Eagle Valley Transportation Authority Intergovernmental Agreement Amendment

I am writing to inform you that Core Transit's Board has formally initiated the process to amend the Intergovernmental Agreement ("IGA") that established the Eagle Valley Transportation Authority.

At its July 8th meeting, the Board adopted the enclosed Resolution initiating the amendment. The purpose is to address and resolve a potential area of ambiguity in the existing language. Specifically, the intent is to clarify that any amendment of the IGA requires approval of all member entities minus one, which was the intent of the members when drafting the IGA. At this time, there is no single substantive amendment being proposed; rather, this process is intended to ensure clarity, consistency, and shared understanding among all parties.

As part of this effort, the Authority seeks to work collaboratively with each member entity to review and clarify the amendment provision of the IGA. I met individually with each member entity's Manager/Executive Director to discuss the intent of this effort and to answer preliminary questions. We appreciate your engagement and input during those discussions.

Enclosed with this letter, please find the following materials:

- A copy of the Board Resolution initiating the IGA amendment process; and
- A template Resolution for use by your governing body to formally approve participation in the IGA amendment process.

We respectfully request that your governing body review these materials and consider adoption of the enclosed template Resolution at an upcoming meeting. Your participation is an important step in ensuring a coordinated and efficient amendment process.

If you have any questions or would like additional information, please do not hesitate to contact me. Thank you for your continued partnership and support of Core Transit.

Sincerely,

Tanya Allen
Executive Director
Eagle Valley Transportation Authority

EAGLE VALLEY TRANSPORTATION DISTRICT

RESOLUTION NO. 2026-06

A RESOLUTION AMENDING SECTION 12.01 OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT

WHEREAS, Eagle Valley Transportation Authority ("Authority") was created by the Eagle Valley Transportation Authority Intergovernmental Agreement by and among Beaver Creek Metropolitan District; Town of Avon, Colorado; Eagle County, Colorado; Town of Eagle, Colorado; Town of Minturn, Colorado; Town of Red Cliff, Colorado; and Town of Vail, Colorado, dated as of September 1, 2022 (the "Authority IGA"), providing for the establishment of the Authority as a Colorado regional transportation authority pursuant to the Regional Transportation Law, Title 43, Article 4, Part 6, Colorado Revised Statutes, as amended; and

WHEREAS, pursuant to Section 43-4-604(3)(i), C.R.S., the Board of Directors of the Authority ("Board") may amend the Authority IGA pursuant to the amendment procedures specified in the Authority IGA; and

WHEREAS, the Board desires to amend the Authority IGA to remove ambiguity in Section 12.01 and clarify the process to amend the Authority IGA; and

WHEREAS, the intended process for amending the Authority IGA requires initiation of the amendment by resolution of the Board, followed by approval of at least all member entities minus one; and

WHEREAS, the Board hereby finds and determines that amendment of the IGA is appropriate and necessary for the operation of the Authority.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Eagle Valley Transportation Authority as follows:

1. Incorporation of Recitals. The Recitals above are incorporated herein and confirmed as providing support for amendment of the Authority IGA.

2. Approval of Commencement of IGA Amendment Process. The Board hereby amends Section 12.01 of the IGA to read as follows:

> **Section 12.01. Amendments Generally.** This Agreement, except as may be limited in this Article 12, may be amended only by a resolution approved by the Authority Board, which shall, before becoming effective, also be

approved by a majority affirmative vote of each of the Governing Bodies of all Members minus one.

3. Severability. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

4. Effective Date. This Resolution and the amendment of the IGA shall take effect and be enforced immediately upon approval of the amendment by the governing bodies of all member entities minus one.

ADOPTED this 08 day of July, 2026.

EAGLE VALLEY TRANSPORTATION AUTHORITY

Rich Carroll
Rich Carroll (Jul 8, 2026 17:57:58 MDT)

Rich Carroll, Board Chair

ATTEST:

Amy Burford

Amy Burford, Secretary

Resolution Amending IGA creating Authority

Final Audit Report 2026-07-08

Created:	2026-07-08
By:	Amy Burford (amy.burford@evta.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAay39W-ltQtRWdvTXzlAscmZcFTv9GdFx

"Resolution Amending IGA creating Authority" History

Document created by Amy Burford (amy.burford@evta.org)
2026-07-08 - 8:34:54 PM GMT

Document emailed to Rich Carroll (rcarroll@avon.org) for signature
2026-07-08 - 8:34:58 PM GMT

Email viewed by Rich Carroll (rcarroll@avon.org)
2026-07-08 - 8:35:17 PM GMT

Document e-signed by Rich Carroll (rcarroll@avon.org)
Signature Date: 2026-07-08 - 11:57:58 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-07-08 - 11:57:58 PM GMT

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 49
(Series of 2026)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING AN AMENDMENT OF SECTION 12.01 OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT

WHEREAS, Eagle Valley Transportation Authority ("Authority") was created by the Eagle Valley Transportation Authority Intergovernmental Agreement, which was entered into by and among Beaver Creek Metropolitan District; Town of Avon, Colorado; Eagle County, Colorado; Town of Eagle, Colorado; Town of Minturn, Colorado; Town of Red Cliff, Colorado; and Town of Vail, Colorado, dated as of September 1, 2022 (the "Authority IGA"), providing for the establishment of the Authority as a Colorado regional transportation authority pursuant to the Regional Transportation Law, Title 43, Article 4, Part 6, Colorado Revised Statutes, as amended; and

WHEREAS, pursuant to Section 43-4-604(3)(i), C.R.S., the Board of Directors of the Authority ("Authority Board") may amend the Authority IGA t pursuant to the amendment procedures specified in the Authority IGA; and

WHEREAS, the members of the Authority desire to amend the Authority IGA to remove ambiguity in Section 12.01 and clarify the process to amend the Authority IGA; and

WHEREAS, the intended process for amending the Authority IGA requires initiation of the amendment by resolution of the Board, followed by approval of at least all member entities minus one; and

WHEREAS, the Authority Board has approved and initiated an amendment of Section 12.01 of the Authority IGA via resolution; and

WHEREAS, the Town of Eagle hereby finds and determines that amendment of the IGA is appropriate and necessary for the operation of the Authority.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Eagle as follows:

1. Incorporation of Recitals. The Recitals above are incorporated herein and confirmed as providing support for amendment of the Authority IGA.

2. Approval of Amendment to Section 12.01. The Town of Eagle hereby approves the amendment of Section 12.01 of the IGA to read as follows:

> **Section 12.01. Amendments Generally.** This Agreement, except as may be limited in this Article 12, may be amended only by a resolution approved by the Authority Board, which shall, before becoming effective, also be approved by a majority affirmative vote of each of the Governing Bodies of all Members minus one.

3. Severability. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

4. Effective Date. This Resolution shall take effect and be enforced immediately upon its approval.

ADOPTED this ____ day of _____________, 2026.

Town of Eagle, Colorado

____
Bryan Woods, Mayor

ATTEST:

____
Camille Deering, Town Clerk

To:	Mayor and Town Council
From:	Tom Gosiorowski, PE, Public Works Director
Date:	July 23, 2026
Agenda Item:	Resolution 50-2026 – Changes to Water Conservation Policy

The attached Resolution makes several changes to the Town's Water Conservation Policy summarized as follows:

- Adds a one-day-per-week irrigation restriction defined as Stage 4 are re-defines the old Stage 4 restriction as Stage 5.
- Includes prohibition of bulk water sales in the Stage 4 and 5 restrictions with an exception for allowing sales for the support of fire suppression efforts.
- Includes prohibition of new landscape installation in the Stage 4 and 5 restrictions.
- Includes prohibition of filling and re-filling of hot tubs and swimming pools in the Stage 4 and 5 restrictions.
- Cleans up miscellaneous formatting and syntax issues.

This Resolution effectively replaces Resolution 45-2018 (attached) which contains the current definition of our water use restrictions, and is drafted to take immediate effect.

The primary purpose of these changes is to create a one-day-per-week irrigation restriction that does not currently exist. The current water conservation policy includes irrigation restrictions that step from two-days-per-week to zero. This change provides us an additional tool to reduce community water usage, and would position the Town to participate in water augmentation assistance offered by the Colorado River Water Conservation District (CRD) if that became necessary. Our analysis indicates that it is unlikely that the Town will need assistance from CRD, however, CRD has been requiring communities utilizing their assistance to reduce irrigation to one-day-per-week.

Richard and I will be available at the Council meeting to answer any questions you may have.

Suggested Motion:

I make a motion to approve Resolution Number 50, Series 2026, for the purpose of amending the Town's Water Conservation Policy.

Attachments: Revised Water Conservation Policy
Resolution 45-2018

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 50
(Series of 2026)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, ADOPTING A POLICY CONCERNING WATER CONSERVATION

WHEREAS, the Town Council desires to adopt a policy regarding water conservation and use restrictions;

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

Section 1: The Water Conservation Policy, attached hereto, is hereby adopted and approved and shall take effect immediately upon approval of this Resolution.

INRODUCED, READ, PASSED AND ADOPTED at a regular meeting of the Town Council of Eagle, Colorado held on the 28th DAY OF JULY, 2026.

TOWN OF EAGLE, COLORADO

____
Bryan Woods, Mayor

ATTEST:

____
Camille Deering, Town Clerk

TOWN OF EAGLE
WATER CONSERVATION POLICY
July 2026

Prohibition of Waste

The following uses of water constitute "waste" as used in this Policy and are prohibited at all times:

A. *Water Irrigation Season Restrictions:* No water irrigation of lawn or landscape is permitted before April 15th or after October 15th of each year;

B. *Water Irrigation Time Restrictions:* Water irrigation is only permitted before 10:00 a.m. or after 5:00 p.m.;

C. The watering of grass, lawns, ground cover, shrubbery, trees, and open ground in a manner or to an extent which allows on-site ponding or visible flow leaving the area being irrigated;

D. Allowing water to excessively run off of irrigated property and flow into public rights-of-way or storm water drainage systems;

E. The escape of water through breaks or leaks within the customer's water service line, plumbing or water irrigation distribution system is prohibited. A period of one (1) week after the customer or the Town discovers the break or leak is a reasonable time within which to correct the break or leak; and

F. Water irrigation systems shall be designed and operated to limit the time of irrigation within each zone to reach optimum efficiencies. Design of water irrigation systems in single-family, multi-family developments, commercial, government, schools, churches, parks and larger irrigated areas are required to use smart clock controllers.

Stage 1 Water Use Restrictions

A. Stage 1, Water Use Restrictions apply to all users in all years, regardless of drought conditions. The following mandatory restrictions shall apply.

1. *Water Irrigation Day Restrictions:*

a. Residential (single family and multi-family): (based on the last digit in your street address)

i. EVEN numbered addresses allowed to irrigate on Tuesdays, Thursdays and Saturdays; and

ii. ODD numbered addresses allowed to irrigate on Wednesdays, Fridays and Sundays.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
No Irrigation	**Even**	**Odd**	**Even**	**Odd**	**Even**	**Odd**

b. Schools, parks, government, commercial, churches and industrial sites:

i. Allowed to irrigate on Mondays, Wednesdays and Fridays.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Allowed	No Irrigation	**Allowed**	No Irrigation	**Allowed**	No Irrigation	No Irrigation

Users may be temporarily exempt from this regulation for a period of thirty (30) consecutive days during the growing season when water irrigation is required for the establishment of new lawn by seed or sod. Users may schedule one (1) water irrigation cycle each day during the hours from 10:00 a.m. to 5:00 p.m. to achieve optimal moisture. Mandatory Notification is required to the Town to start and stop the thirty (30) consecutive days. Town may require new lawn by seed or sod to be planted in late fall or early spring to avoid peak summer.

Hand watering of lawns, gardens and planting areas can be performed on the prescribed ODD/EVEN days during permitted hours. All hand watering devices shall have flow control assemblies.

Stage 2 Water Shortage Warning and Water Use Restrictions - Dry Vear Conditions

A. Stage 2, Water Shortage Warning:

Stage 2, Water Shortage Warning applies to all users during drought or near drought conditions defined as follows:

During years that the April 1st snowpack water equivalent for the Upper Eagle River basin is at or below 80% of average as shown on the Fremont Pass FMTC2 and Vail Mountain VLMC2 Snotel measuring devices.

Due to this, it is expected Brush Creek stream flows will be relatively low beginning on or about July 1. In anticipation of this condition, the Town will issue a Stage 2 Water Shortage Warning informing users of this potential and will require that all users implement water conservation measures.

B. Stage 2, Water Use Restrictions:

Stage 2, Water Use Restrictions apply to all users. Mitigation measures will be implemented when one (1) or more of the following events occur:

1. The Town's water supply treatment facility/facilities is/are operating at 90% + of its total capacity; or

2. Brush Creek stream flows below the Love-White Ditch headgate drop below 16.0 cubic feet per second (cfs);

3. If, in the opinion of the Public Works Director, other such conditions require implementation of conservation.

C. During periods that one or more of the above events occur, the following mandatory restrictions shall apply:

1. *Water Irrigation Day Restrictions:*

a. Residential (single family and multi-family): (based on the last digit in your street address)

i. EVEN numbered addresses allowed to irrigate on Tuesdays, Thursdays and Saturdays; and

ii. ODD numbered addresses allowed to irrigate on Wednesdays, Fridays and Sundays.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
No Irrigation	**Even**	**Odd**	**Even**	**Odd**	**Even**	**Odd**

b. Schools, parks, government, commercial, churches and industrial sites:

i. Allowed to irrigate on Mondays, Wednesdays and Fridays.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Allowed	No Irrigation	**Allowed**	No Irrigation	**Allowed**	No Irrigation	No Irrigation

Users may be temporarily exempt from this regulation for a period of thirty (30) consecutive days during the growing season when water irrigation is required for the establishment of new lawn by seed or sod. Users may schedule one (1) water irrigation cycle each day during the hours from 10:00 a.m. to 5:00 p.m. to achieve optimal moisture.

Mandatory Notification is required to the Town to start and stop the thirty (30) consecutive days. Town may require new lawn by seed or sod to be planted in late fall or early spring to avoid peak summer.

Hand watering of lawns, gardens and planting areas can be performed on the prescribed ODD/EVEN days during permitted hours. All hand watering devices shall have flow control assemblies.

2. Spas in excess of 700 gallons and swimming pools will be allowed only one (1) refill within the period beginning when the Stage 2, Water Shortage Warning has been declared;

3. Residential car, boat, RV, etc. washing shall have flow control devices and only be done no more than once per week;

4. The Town Public Works Director must approve an operation and water irrigation usage plan provided by Commercial nurseries;

5. The Eagle Ranch Golf Course, owned and operated by the Eagle Ranch Metropolitan District, shall curtail water irrigation as outlined in the water right lease agreement entered into between the District and the Town and by the conditions outlined in the Brush Creek Watershed Management Plan dated April 18, 2011 by Resource Engineering; and

6. The Frost Creek Golf Course development plus all Adam's Rib developments within the Brush Creek Valley will limit the amount of water diverted from its various Brush Creek diversion structures pursuant to "Dry Year" table limits outlined in the Brush Creek Watershed Management Plan dated April 18, 2011 by Resource Engineering.

Stage 3 Water Shortage Warning and Water Use Restrictions - Critical Dry Vear Conditions.

A. Stage 3, Water Shortage Warning:

Stage 3, Water Shortage Warning applies to all potable and non-potable water users during drought conditions defined as follows:

During years that the April 1st snowpack water equivalent for the Upper Eagle River basin is at or below 60% of average as shown on the Fremont Pass FMTC2 and Vail Mountain VLMC2 Snotel measuring devices.

Due to this, it is expected Brush Creek stream flows will be critically low beginning on or about July 1. In anticipation of this condition, the Town will issue a Stage 3 Water Shortage Warning informing water users of this potential and will require that all water users implement water conservation measures.

B. Stage 3, Water Use Restrictions:

Stage 3, Water Use Restrictions apply to all users. Mitigation measures will be implemented when one (1) or more of the following events occur:

1. Brush Creek stream flows below the Town's Upper Brush Creek diversion drop below the Colorado Water Conservation Board's decreed in-stream flow water right of 12.0 cubic feet per second (cfs); or

2. Brush Creek stream flows below the Love-White Ditch headgate drop below the Colorado Water Conservation Board's decreed in-stream flow water right of 12.0 cubic feet per second (cfs);

3. If, in the opinion of the Public Works Director, other such conditions require implementation of conservation.

C. During periods that one (1) or more of the above events occur the following mandatory restrictions shall apply:

1. *Water Irrigation Day Restrictions:* Water irrigation days shall be reduced from three (3) days per week to two (2) days per week:

a. Residential (single family and multi-family): (based on the last digit in your street address)

i. EVEN numbered addresses allowed to irrigate on Tuesdays and Saturdays; and

ii. ODD numbered addresses allowed to irrigate on Wednesdays and Sundays.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
No Irrigation	**Even**	**Odd**	No Irrigation	No Irrigation	**Even**	**Odd**

b. Schools, parks, government, commercial, churches and industrial sites:

i. Allowed to irrigate on Mondays and Fridays.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday

Allowed	No Irrigation	No Irrigation	No Irrigation	**Allowed**	No Irrigation	No Irrigation

The Town may prohibit new landscape installation (including lawn by seed or sod) from being installed during Stage 3 restrictions. If allowed, new landscape installation (including lawn by seed or sod) to be planted in late fall or early spring to avoid Stage 3 Water Use Restrictions.

Hand watering of lawns, gardens and planting areas can be performed on the prescribed ODD/EVEN days. All hand watering devices shall have flow control assemblies.

2. Spas and swimming pools will be allowed only one (1) fill within the period beginning when the Stage 3, Water Shortage Warning has been declared and ending on October 15th;

3. Residential car, boat, RV, etc. washing shall be prohibited;

4. The Town Public Works Director must approve an operation and water irrigation usage plan provided by Commercial nurseries;

5. All washing of pavement, driveways, sidewalks, etc. shall be prohibited;

6. The Eagle Ranch Golf Course, owned and operated by the Eagle Ranch Metropolitan District, shall curtail water irrigation as outlined in the water right lease agreement entered into between the District and the Town and by the conditions outlined in the Brush Creek Watershed Management Plan dated April 18, 2011 by Resource Engineering; and

7. The Frost Creek Golf Course development plus all of Adam's Rib developments within the Brush Creek valley will further limit all diversions from its various diversion structures pursuant to "Critical Dry Year" table limits outlined in the Brush Creek Watershed Management Plan dated April 18, 2011 by Resource Engineering Inc. Such limits include curtailment of all nonessential golf course roughs;

Stage 4 Water Shortage Warning and Water Use Restrictions

A. Stage 4, Water Shortage Warning:

Stage 4, Water Shortage Warning applies to all potable and non-potable water users during drought conditions defined as follows:

Stage 4, Water Emergency Restrictions occur when there is the potential for the Town's water demand to exceed the water system's capacity per Public Works Director, thereby creating potential for potable in-house water supply shortage, or if in the opinion of the Public Works Director, other such conditions require implementation of additional conservation.

B. Stage 4, Water Use Restrictions:

Stage 4, Water Use Restrictions apply to all users. Mitigation measures may be implemented when one (1) or more of the following events occur:

1. Brush Creek stream flows below the Love-White Ditch headgate drop below the Colorado Water Conservation Board's decreed in-stream flow water right of 12.0 cubic feet per second (cfs);

2. If, in the opinion of the Public Works Director, other such conditions require implementation of additional conservation.

C. During periods when Stage 4 Water Use Restrictions are implemented the following mandatory restrictions shall apply:

1. *Water Irrigation Day Restrictions:* Water irrigation days shall be reduced from two (2) days per week to one (1) days per week:

   a. Residential: (based on the last digit in your street address)

      i. EVEN numbered addresses allowed to irrigate on Tuesdays;

      ii. ODD numbered addresses allowed to irrigate on Wednesdays;

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
No Irrigation	**Even**	**Odd**	No Irrigation	No Irrigation	No Irrigation	No Irrigation

   b. Schools, parks, government, commercial, churches and industrial sites:

      i. Allowed to irrigate on Fridays.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
No Irrigation	No Irrigation	No Irrigation	No Irrigation	**Allowed**	No Irrigation	No Irrigation

2. Hand watering of lawns, gardens and planting areas can be performed on the prescribed ODD/EVEN days. All hand watering devices shall have flow control assemblies.

3. No new landscape installation (including new lawn by seed or sod) shall be made during Stage 4 Water Use Restrictions;

4. Spas and swimming pools are prohibited from filling or re-filling;

5. Residential car, boat, RV, etc. washing shall be prohibited;

6. The Town Public Works Director must approve an operation and water irrigation usage plan provided by Commercial nurseries;

7. Operation of ornamental fountains and similar types of outdoor water features shall be prohibited;

8. All washing of pavement, driveways, sidewalks, etc. shall be prohibited;

9. All bulk sales of water, including through hydrant meters, shall be prohibited except for the purpose of supporting fire suppression efforts;

10. The Eagle Ranch Golf Course, owned and operated by the Eagle Ranch Metropolitan District, shall curtail water irrigation as outlined in the water right lease agreement entered into between the District and the Town and by the conditions outlined in the Brush Creek Watershed Management Plan dated April 18, 2011 by Resource Engineering; and

11. The Frost Creek Golf Course development plus all of Adam's Rib developments within the Brush Creek valley will further limit all diversions from its various diversion structures pursuant to "Critical Dry Year" table limits outlined in the Brush Creek Watershed Management Plan dated April 18, 2011 by Resource Engineering Inc. Such limits include curtailment of all nonessential golf course roughs.

Stage 5, Water Emergency Restrictions.

A. Stage 5, Water Emergency Restrictions apply to all water users. Mitigation measures will be implemented when the following event occurs:

Stage 5, Water Emergency Restrictions occur when the Town's water demand exceeds the water system's capacity on a reoccurring basis per Public Works Director, thereby creating potential for potable in-house water supply shortages and/or creating conditions for a major water system failure, or if in the opinion of the Public Works Director, other such conditions require implementation of conservation.

B. During periods that the above condition occurs the following mandatory water irrigation restrictions shall apply:

1. Outdoor lawn and water irrigation shall be prohibited;

2. Filling of spas or pools shall be prohibited;

3. Residential car, boat, RV, etc. washing shall be prohibited;

4. No new landscape installation (including new lawn by seed or sod) shall be planted during Stage 5 Water Use Restrictions;

5. Operation of ornamental fountains and similar types of outdoor water features shall be prohibited;

6. All bulk sales of water, including through hydrant meters, shall be prohibited except for supporting fire suppression efforts;

7. The Town Public Works Director must approve an operation and water irrigation usage plan provided by Commercial nurseries;

8. All washing of pavement, driveways, sidewalks, etc. shall be prohibited; and

9. The Eagle Ranch Golf Course, owned and operated by the Eagle Ranch Metropolitan District, shall curtail water irrigation as outlined in the water right lease agreement entered into between the District and the Town and by the conditions outlined in the Brush Creek Watershed Management Plan dated April 18, 2011 by Resource Engineering; and

10. The Frost Creek Golf Course development plus all of Adam's Rib developments within the Brush Creek valley will further limit all diversions from its various diversion structures pursuant to "Critical Dry Year" table limits outlined in the Brush Creek Watershed Management Plan dated April 18, 2011 by Resource Engineering Inc. Such limits include curtailment of all nonessential golf course roughs.

RESOLUTION NO. 45
(Series of 2018)

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO, ADOPTING A POLICY CONCERNING WATER IRRIGATION CONSERVATION

WHEREAS, pursuant to Section 31-15-201, C.R.S., the general administrative powers of the Town of Eagle ("Town") are vested in the Board of Trustees ("Board"); and

WHEREAS, the Board desires to adopt a policy regarding water irrigation conservation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO:

Section 1. The Water Irrigation Conservation Policy, attached hereto, is hereby adopted and approved and shall take effect immediately upon approval of this Resolution.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on July 24, 2018.

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

TOWN OF EAGLE SEAL COLORADO

ATTEST:

Jenny Rakow, Town Clerk

WATER IRRIGATION CONSERVATION POLICY

Prohibition of Waste.

The following uses of water constitute "waste" as used in this Policy and are prohibited at all times:

A. *Water Irrigation Season Restrictions*: No water irrigation of lawn or landscape is permitted before April 15^{th} or after October 15^{th} of each year;

B. *Water Irrigation Time Restrictions*: Water irrigation is only permitted before 10:00 a.m. or after 5:00 p.m.;

C. The watering of grass, lawns, ground cover, shrubbery, trees, and open ground in a manner or to an extent which allows on-site ponding or visible flow leaving the area being irrigated;

D. Allowing water to run off private property and flow into public rights-of-way or storm water drainage systems;

E. The escape of water through breaks or leaks within the customer's water service line, plumbing or water irrigation distribution system is prohibited. A period of one (1) week after the customer or the Town discovers the break or leak is a reasonable time within which to correct the break or leak; and

F. Water irrigation systems shall be designed and operated to limit the time of irrigation within each zone to reach optimum efficiencies. Design of water irrigation systems in single-family, multi-family developments, commercial, government, schools, churches, parks and larger irrigated areas are required to use smart clock controllers.

Stage 1, Water Use Restrictions.

A. Stage 1, Water Use Restrictions apply to all users in all years, regardless of drought conditions. The following mandatory restrictions shall apply.

1. *Water Irrigation Season Restrictions*: No water irrigation of lawn or landscape is permitted before April 15^{th} or after October 15^{th} of each year.

2. *Water Irrigation Time Restrictions*: Water irrigation is only permitted before 10:00 a.m. or after 5:00 p.m.

3. *Water Irrigation Day Restrictions*:

a. Residential (single family and multi-family): (based on the last digit in your street address)

i. There is no residential water irrigation on Mondays;

ii. EVEN numbered addresses can water irrigate on Tuesdays, Thursdays and Saturdays; and

iii. ODD numbered addresses can water irrigate on Wednesdays, Fridays and Sundays.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
No Water Irrigation	**Even**	**Odd**	**Even**	**Odd**	**Even**	**Odd**

b. Schools, parks, government, commercial, churches and industrial sites:

i. Allowed to water irrigate on Mondays, Wednesdays and Fridays.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Yes	No	**Yes**	No	**Yes**	No	No

Users may be temporarily exempt from this regulation for a period of thirty (30) consecutive days during the growing season when water irrigation is required for the establishment of new lawn by seed or sod. Users may schedule one (1) water irrigation cycle each day during the hours from 10:00 a.m. to 5:00 p.m. to achieve optimal moisture. Mandatory Notification is required to the Town to start and stop the thirty (30) consecutive days. Town may require new lawn by seed or sod to be planted in late fall or early spring to avoid peak summer.

Hand watering of lawns, gardens and planting areas can be performed on the prescribed ODD/EVEN days during permitted hours. All hand watering devices shall have flow control assemblies.

Stage 2, Water Shortage Warning and Water Use Restrictions – Dry Year Conditions.

A. Stage 2, Water Shortage Warning:

Stage 2, Water Shortage Warning applies to all users during drought or near drought conditions defined as follows:

During years that the April 1st snowpack water equivalent for the Upper Eagle River basin is at or below 80% of average as shown on www.coloradoriverdistrict.org/snow-reports/ for the Fremont Pass FMTC2 and Vail Mountain VLMC2.

Due to this, it is expected Brush Creek stream flows will be relatively low beginning on or about July 1. In anticipation of this condition, the Town will issue a Stage 2 Water Shortage Warning informing users of this potential and will request that all users implement water conservation measures. Such public notice shall appear in the Town's newspaper of record.

B. Stage 2, Water Use Restrictions:

Stage 2, Water Use Restrictions apply to all users. Mitigation measures will be implemented when one (1) or more of the following events occur:

1. The Town's water supply treatment facility/facilities is/are operating at 90% + of its total capacity; or

2. Brush Creek stream flows below the Love-White Ditch headgate drop below 16.0 cubic feet per second (cfs);

3. If, in the opinion of the Public Works Director, other such conditions require implementation of conservation.

C. During periods that one or more of the above events occur, the following mandatory restrictions shall apply:

1. *Water Irrigation Season Restrictions*: No water irrigation of lawn or landscape is permitted before April 15th or after October 15th of each year.

2. *Water Irrigation Time Restrictions*: Water irrigation is only permitted before 10:00 a.m. or after 5:00 p.m.

3. *Water Irrigation Day Restrictions*:

a. Residential (single family and multi-family): (based on the last digit in your street address)

i. There is no residential water irrigation on Mondays;

ii. EVEN numbered addresses can water irrigate on Tuesdays, Thursdays and Saturdays; and

iii. ODD numbered addresses can water irrigate on

Wednesdays, Fridays and Sundays.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
No Water Irrigation	**Even**	**Odd**	**Even**	**Odd**	**Even**	**Odd**

b. Schools, parks, government, commercial, churches and industrial sites:

i. Allowed to water irrigate on Mondays, Wednesdays and Fridays.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Yes	No	**Yes**	No	**Yes**	No	No

Users may be temporarily exempt from this regulation for a period of thirty (30) consecutive days during the growing season when water irrigation is required for the establishment of new lawn by seed or sod. Users may schedule one (1) water irrigation cycle each day during the hours from 10:00 a.m. to 5:00 p.m. to achieve optimal moisture. Mandatory Notification is required to the Town to start and stop the thirty (30) consecutive days. Town may require new lawn by seed or sod to be planted in late fall or early spring to avoid peak summer.

Hand watering of lawns, gardens and planting areas can be performed on the prescribed ODD/EVEN days during permitted hours. All hand watering devices shall have flow control assemblies.

4. Spas in excess of 700 gallons and swimming pools will be allowed only one (1) refill within the period beginning when the Stage 2, Water Shortage Warning, has been declared and ending on October 15th;

5. Residential car, boat, RV, etc. washing shall have flow control devices and only be done no more than once per week;

6. Town Public Works Director must approve an operation and water irrigation usage plan provided by Commercial nurseries;

7. The Eagle Ranch Golf Course, owned and operated by the Eagle Ranch Metropolitan District, shall curtail water irrigation as outlined in the water right lease agreement entered into between the District and the Town and

by the conditions outlined in the Brush Creek Watershed Management Plan dated April 18, 2011 by Resource Engineering; and

8. The Frost Creek Golf Course development plus all Adam's Rib developments within the Brush Creek Valley will limit the amount of water diverted from its various Brush Creek diversion structures pursuant to "Dry Year" table limits outlined in the Brush Creek Watershed Management Plan dated April 18, 2011 by Resource Engineering.

Stage 3, Water Shortage Warning and Water Use Restrictions – Critical Dry Year Conditions.

A. Stage 3, Water Shortage Warning:

Stage 3, Water Shortage Warning applies to all potable and non-potable water users during drought conditions defined as follows:

During years that the April 1st snowpack water equivalent for the Upper Eagle River basin is at or below 60% of average as shown on www.coloradoriverdistrict.org/snow-reports/ for the Fremont Pass FMTC2 and Vail Mountain VLMC2.

Due to this, it is expected Brush Creek stream flows will be critically low beginning on or about July 1. In anticipation of this condition, the Town will issue a Stage 3 Water Shortage Warning informing water users of this potential and will request that all water users implement water conservation measures. Such public notice shall appear in the Town's newspaper of record.

B. Stage 3, Water Use Restrictions:

Stage 3, Water Use Restrictions apply to all users. Mitigation measures will be implemented when one (1) or more of the following events occur:

1. Brush Creek stream flows below the Town's Upper Brush Creek diversion drop below the Colorado Water Conservation Board's decreed in-stream flow water right of 12.0 cubic feet per second (cfs); or

2. Brush Creek stream flows below the Love-White Ditch headgate drop below the Colorado Water Conservation Board's decreed in-stream flow water right of 12.0 cubic feet per second (cfs);

3. If, in the opinion of the Public Works Director, other such conditions require implementation of conservation.

C. During periods that one (1) or more of the above events occur the following mandatory restrictions shall apply:

1. *Water Irrigation Season Restrictions*: No water irrigation of lawn or landscape is permitted before April 15th or after October 15th of each year.

2. *Water Irrigation Time Restrictions*: Water irrigation is only permitted before 10:00 a.m. or after 5:00 p.m.

3. *Water Irrigation Day Restrictions*: Water irrigation days shall be reduced from three (3) days per week to two (2) days per week:

   a. Residential (single family and multi-family): (based on the last digit in your street address)

i. There is no residential watering on Mondays, Thursdays and Friday;

ii. EVEN numbered addresses can water on Tuesdays and Saturdays; and

iii. ODD numbered addresses can water on Wednesdays and Sundays.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
No Water Irrigation	**Even**	**Odd**	No Water Irrigation	No Water Irrigation	**Even**	**Odd**

   b. Schools, parks, government, commercial, churches and industrial sites:

   i. Allowed to water irrigate on Mondays and Fridays.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Yes	No	No	No	**Yes**	No	No

Town will require new lawn by seed or sod to be planted in late fall or early spring to avoid Stage 3 Water Use Restrictions.

Hand watering of lawns, gardens and planting areas can be performed on the prescribed ODD/EVEN days. All hand watering devices shall have flow control assemblies.

4. Spas in excess of 700 gallons and swimming pools will be allowed only one (1) fill within the period beginning when the Stage 3, Water Shortage Warning has been declared and ending on October 15th;

5. Residential car, boat, RV, etc. washing shall be prohibited;

6. Town Public Works Director must approve an operation and water irrigation usage plan provided by Commercial nurseries;

7. All washing of pavement, driveways, sidewalks, etc. shall be prohibited; and

8. The Frost Creek Golf Course development plus all of Adam's Rib developments within the Brush Creek valley will further limit all diversions from its various diversion structures pursuant to "Critical Dry Year" table limits outlined in the Brush Creek Watershed Management Plan dated April 18, 2011 by Resource Engineering Inc. Such limits include curtailment of all nonessential golf course roughs;

Stage 4, Water Emergency Restrictions.

A. Stage 4, Water Emergency Restrictions apply to all water users. Mitigation measures will be implemented when the following event occurs:

Stage 4, Water Emergency Restrictions occur when the Town's water demand exceeds the water system's capacity on a reoccurring basis per Public Works Director, thereby creating potential for potable in-house water supply shortages and/or creating conditions for a major water system failure, or if in the opinion of the Public Works Director, other such conditions require implementation of conservation.

B. During periods that the above condition occurs the following mandatory water irrigation restrictions shall apply:

1. Outdoor lawn and water irrigation shall be prohibited;

2. Filling of spas or pools shall be prohibited;

3. Residential car, boat, RV, etc. washing shall be prohibited;

4. Flow through ornamental fountains and similar types of outdoor water features shall be prohibited;

5. Town Public Works Director must approve an operation and water irrigation usage plan provided by Commercial nurseries; and

6. All washing of pavement, driveways, sidewalks, etc. shall be prohibited;

To: Mayor and Town Council
From: Melissa Daruna, Interim Town Manager
Date: July 28, 2026
Re: Town Manager Report

Administration and Organization Updates

My focus over the last two weeks has included staff and department meetings, development project support, and special project planning. It has been wonderful to connect with our community and meet new visitors at the Town booth at Showdown Town. A big thank you to all the Council members and Mayor who have come and are scheduled to come over the next few weeks.

As noted in previous reports, budget planning is in full swing with department operating budget drafts due at the end of the month. We are carefully reviewing employee allocations and personnel or position reclassification requests as well.

I am working with staff on the August Work Session which will focus on long-range planning, specifically the three sub-area plans the Town has in place. We look forward to this being a joint discussion with the Planning & Zoning Commission on how those plans are aligned with the current vision for the community and realities of development in those areas and where there is room for improvement.

Major development projects continue to move through various stages of review and approval. I have provided recent support on the next steps for Red Mountain Ranch and Capitol Flats. The Community Development Director and I connected on the hiring process to bring the team up to full planning capacity. We also recently contracted with KLJ to provide additional contracted plan review support when needed.

I met with partners at the County and Mountain Recreation to plan for a public open house on the proposed pickleball courts. The intention is to host a meeting in August where the community can provide feedback on a few site designs and layouts with and without pickleball courts. I also met with CPW and the Eagle River Park Coalition's grant writer to work on a prospective GOCO grant applicant. GOCO has shown interest in including the Nogal Park renovation in our next funding request. We have been working to reframe the proposal in light of this advice.

Staff met with the Colorado River District to discuss their acquisition of the Shoshone water rights. These senior water rights on the Colorado River are critical to maintaining the water rights structure beyond the Colorado, including in our own Brush Creek and Eagle River watersheds. We are coordinating a formal presentation with more details and a 2027 budget consideration for the Council in August.

We are finalizing our staff quick check-ins and I spent time connecting with our department leads as well as individual staff in HR, Economic Development and Housing, Communications and Events. We also finalized and internally posted the Assistant Town Manager position.

We had a water service impact in the Eby Creek Mesa area in the early morning hours of July 15. The team worked quickly to identify the issue and restore water. We have discovered this was a lingering impact on internet connectivity caused by the power outage earlier in the month. Staff across multiple departments are working on redundancy planning to avoid this type of impact in the future.

Lessons Learned from the July 7 Power Outage

I asked the department leaders if there was something they learned from the extended power outage. A running theme is the need for better back up power to critical infrastructure, including broadband. Here is a summary of their feedback:

- IT: Redundancy is key – if you have 2, you have 1 and if you have 1, you have none. Even after the power was restored, some broadband service had to be directly restarted and reconfigured to provide connectivity in critical places, including the Police Department.
- Buildings / Community Development: One thing that really stood out to me was just how dependent we've become on technology to do our jobs. If I had to guess, I'd say almost everything we do in Community Development is cloud-based or runs through Microsoft Teams, Outlook, or our permitting software. We don't even have desk phones anymore, so when the power and internet went down—and even some cell service was spotty—it became difficult to communicate or keep projects moving. Although, I did learn that I can use my work cell as a hotspot and keep working until the batteries give out.
- Communications: Verizon seems like a good choice. Digital communications aren't very helpful during a power outage if we have a simultaneous emergency. We will be working on some video ideas to help people prepare in advance.
- Public Works: We dialed in our actual diesel usage for backup power at Water & Wastewater. The need for communications redundancy for our plants is critical. (We later learned that while systems had power again, the internet connectivity for some systems was not working, creating a delayed water service interruption days later.)
- Police: One of the biggest takeaways was how quickly critical infrastructure can be impacted during a prolonged outage. The loss of cellular service made it difficult for the public to communicate or call for help, reinforcing the importance of reliable radio communications and backup connectivity for emergency responders. We also identified a need for backup solutions that allow critical systems, like body-worn camera downloads, to continue functioning even when internet service is unavailable.
    - The outage also reinforced the importance of having contingency plans for fuel so patrol vehicles can continue operating for an extended period, as well as ensuring backup generators are available and that multiple staff members are cross-trained to get those systems up and running quickly.
    - Lastly, it highlighted an opportunity for the Town to explore a community refuge location with generator power for residents who rely on medical devices or need a safe place to stay warm or cool during an extended outage.
- Others:
    - Verizon phones stayed up and running so work phones and hotspots were helpful but a longer delay and no back-up for charging would be hard.
    - Charging locations and emergency shelter areas were available in Gypsum but could we have something similar with back-up power in Eagle?

We are taking these lessons into our budget planning for 2027 as well as SOPs for internal communications and external community coordination.

Upcoming Initiatives:

- CCCMA Summer Camp Conference – I will be attending the Colorado City & County Managers Summer Camp conference July 23 – 24 in Montrose. The conference is focused on new and emerging managers.

- Assistant Town Manager application review and interviews.
- August Work Session planning.

Active Land Use Applications - Active Land Use Applications | Town of Eagle, CO - Official Website

Work Sessions

To help the Town Council stay informed about upcoming work sessions, the following table outlines topics to be discussed over the next several months. Preparing in advance is helpful, as it allows effective planning and execution of a work session. Staff will maintain this table in the report and make any necessary adjustments.

WORK SESSIONS in 2026:

Date	Topic
January 6	*WUI Code Updates*
February 3, 2026	*Town of Eagle Organization & Operations*
March 3, 2026	*Advisory Committees*
April 7, 2026	*Development Review Process*
May 5, 2026	*Capital Project Prioritization*
June 2, 2026	*Housing*
July 7, 2026	*2026 Strategic Plan Community Gathering*
August 4, 2026	Long-Range Planning
September 1, 2026	TBD
September 15, 2026 (3:30 – 5:30 p.m.)	2027 Budget
September 29, 2026 (3:30 – 5:30 p.m.)	2027 Budget
October 6, 2026	TBD
November 3, 2026	TBD
December 1, 2026	TBD

To: Mayor and Town Council

From: Rachel Tand, Finance Director

Date: July 28, 2026

Re: Q2 2026 - Budget to Actual Report and Revenue Analysis

This document provides a year-to-date (YTD) budget to actual revenue analysis, including narrative comments for significant budget to actual and year-over-year (YOY) variances. *A "significant variance" is defined as a variance greater than $15,000 and 10% over the prior year. However, if Council would like further detail on items below this threshold, staff will gladly provide it.*

Please review the Budget to Actual Report alongside this document. For comparative purposes, the report includes YTD actuals through June 30 for both 2025 and 2026 as well as the revised approved 2026 budget. The column showing *unearned* or *unexpended* amounts and percentages compares YTD collections or spending to the revised approved budget.

Townwide Interest Accounts – To avoid redundancy, this comment applies to interest accounts across all funds. The majority of the Town's funds are held in COLOTRUST. At the end of Q2 2026, the Townwide balance in COLOTRUST was approximately $65.8 million, compared to approximately $60.4 million at the end of Q2 2025. Interest rates have declined steadily over that same period, from 4.4% to the current rate of 3.8%. Interest earnings for individual funds vary based on both the interest rate and the specific fund balance throughout the quarter, which varies based on timing of operating and capital expenditures.

General Fund

The General Fund has collected 52% of its budgeted revenues YTD, with revenue currently exceeding expenditures by $1,464,041. Excluding planned transfers to the Capital Improvements Fund and Open Space Fund, we have budgeted to end the year with an operating deficit of ($657,196), to be funded by fund balance.

Tax Revenue

- **Property Tax** – Property tax is up 11% or $59K YOY. 2025 was a reassessment year, and our 2025 assessed property valuation (payable in 2026) increased from $243M to $269M. As a reminder, the Town of Eagle currently has a mill levy of **2.301**. The charts below show the 2025 total mill levy for Town of Eagle residents and historical assessed valuations.

Tax Area: 013 Eagle (Town) - Mill Levy	2024	2025	*Change*
Eagle County, 001 - 011	8.390	8.305	-0.085
CMC, 012 - 014	3.230	3.820	0.590
RE-50J, 015 - 019, 144	21.614	21.614	0.000
Eagle, 032	2.301	2.301	0.000
Colo River Water Cons, 076*	0.501	0.502	0.001
E.C. Health Service, 096	2.773	2.761	-0.012
Eagle Cemetery, 042	0.191	0.186	-0.005
Eagle Valley Library, 094	2.763	2.763	0.000
Greater Eagle Fire, 046	9.809	10.251	0.442
Mountain Recreation Metro, 062	3.65	3.650	0.000
Town Mill Levy	**55.222**	**56.153**	**0.931**

Tax Year	Actual Property Value	Assessed Valuation	Mill Levy		Projected Tax
2020	$1,531,787,750	$ 154,154,310	2.333	-	$ 359,642
2021	$1,678,486,720	$ 167,541,130	2.301	-	$ 385,512
2022	$1,701,498,440	$ 165,751,310	2.301	-	$ 381,394
2023	$2,599,463,430	$ 239,579,250	2.301	-	$ 551,272
2024	$2,685,284,010	$ 243,210,140	2.301	-	$ 559,627
2025	$3,177,800,850	$ 269,272,550	2.301	-	$ 619,596
2026			2.301	-	$ -
2027			2.301	-	$ -

- **Sales Tax** – Sales tax is up approximately 10% or $434K YOY. YTD collections are at 53% of the annual budget. As a reminder, we increased the 2025 sales tax budget from $8,325,000 to $8,700,000 and based the 2026 budget on that final $8,700,000. Although tourism plays an important role in the broader regional economy, year-round residents primarily drive Eagle's economy. Our sales tax revenue tends to be stable and typically ranges between 24%-26% of the annual budget per quarter.

- **Marijuana & Tobacco Sales Tax** – Marijuana and tobacco tax is down (39%) or ($162K) YOY. We budgeted for a (50%) decrease or ($394K) in 2026 tobacco tax based on the 2025 monthly average amount, due to the flavored tobacco ban that went into effect January 1, 2026.

License & Permit Revenue

- **Building Permits** – Building permit revenue is down (54%) or ($223K) YOY. Permit revenue fluctuates based on the timing and size of projects. We have issued 105 total permits YTD 2026 versus 136 YTD 2025.

Intergovernmental Revenue

- **Road & Bridge Fund** – Road & Bridge Fund revenue is up 11% or $17K YOY. This revenue increases or decreases in conjunction with our property tax because it is also based on the Town's assessed valuation.

- **County Sales Tax** – County sales tax is up 12% or $17K YOY. This is our Town portion of Eagle County sales tax earned, as determined by the County.

- **Grants** – Grants are down (99%) or ($63K) YOY. We expect to receive $157,900 toward our Tyler Tech software implementation this year and $100,000 for the Business Advancement Program but have not received those payments to date.

Charges for Services

- **Planning & Zoning Reimbursable** – P&Z Reimbursable revenue is down (53%) or ($90K) YOY. This pass-through revenue directly correlates to P&Z Reimbursable Expense and fluctuates based on planning activity throughout the year**.**

- **Real Estate Transfer Assessment (RETA) Fees** – RETA fees are one-time fees collected by the Town upon the sale of certain properties within the Town of Eagle. To ensure compliance, Finance reviews the monthly "Town of Eagle Sales Report" from the County to verify that all eligible transfers have been captured and assessed. Per the applicable development agreements, the Town is authorized to collect RETA fees for the following developments**:**
    - ***Haymeadow*** *– 0.60% (No maximum), split 50-50 between the General Fund and the Open Space Fund, with 0.30% to each*
    - ***Red Mountain Ranch*** *– 0.40% (No maximum), allocated 100% to the General Fund*
    - ***Reserve at Hockett Gulch*** *– 2.00% ($250,000 maximum assessment per transfer), allocated 100% to the General Fund*

  YTD 2026 RETA fees are down (81%) or ($112K) YOY; we have only received three RETA fees to date, and all were for Haymeadow.

Fines & Forfeitures

- No revenue variances meet the threshold for comment.

Miscellaneous Revenue

- **Insurance Proceeds** – Insurance proceeds are up YOY by $116K due to the Town Park restroom claim.

General Fund Expenditures

- Several departments are under budget on a YTD basis, assuming a relatively consistent expense allocation of 25% per quarter. General Government, Community Development, Streets, and Engineering are trending lower than budget due to salary and related expense savings from vacancies. Economic Development & Housing is trending lower than budget YTD due to the timing of larger planned operating expenditures such as the Business Advancement Program.

Capital Improvement Funds

Capital Improvements Fund – YTD 2026, the Capital Improvements Fund has collected 15% of its budgeted revenue. These revenues are typically one-time in nature and tied to the timing of specific projects. We are budgeting for year-end expenditures to exceed revenue by ($2,562,660) due to planned capital project spend.

- **Developer Contribution Grand Ave** – This fee is charged to developers based on their current or future impact on Grand Avenue. YTD 2025, we collected $480,000 from Haymeadow per their development agreement. There are no budgeted collections for 2026.

- **Public Safety Impact Fees** – This fee is charged to developers based on their current or future impact on public safety. YTD, we have collected one such fee from the 6661 Aspect Development (1215 Chambers). YTD 2025, we collected fees from Hockett Gulch, the Gold Dust Fund (1200 Capitol), and ANB Bank.

- **Street Impact Fees** – This fee is charged to developers based on their current or future impact on streets. YTD 2026, we have collected one such fee from the 6661 Aspect Development (1215 Chambers), compared to two fees collected YTD 2025 from Abrika (Haymeadow) and Hockett Gulch.

- **Use Tax** – YTD 2026 use tax is down (64%) or ($481K). As mentioned previously, we issued 31 less permits in Q2 2026 versus 2025, with a total YOY valuation decrease of ($27,398,341). About 56% of the YTD 2026 total valuation of $10,935,796 comes from residential new and alteration projects. Use tax for a single-family home can range from $30,000 to $50,000, depending on the scope and valuation.

Sales Tax Capital Improvements Fund (STCIF) – YTD 2026, the STCIF has collected 33% of its budgeted revenues, and expenditures exceed revenue by ($11,735). We are budgeting for year-end expenditures to exceed revenue by ($2,159,650) due to planned capital project spend.

- **Sales Tax** – The STCIF receives 0.5% of the 4.5% combined TOE sales tax rate. YTD 2026 sales tax is up 10% or $54K YOY, in alignment with the increase in the General Fund.

- **Mountain Rec Capital Funds** – As part of the final reconciliation of the 2025 Pool Rebuild Project, we were able to utilize project savings to return the initial $250,000 contingency contributions from both Mountain Rec and the Town.

- **Mountain Rec Debt Service Match** – This revenue aligns with our semi-annual debt service payments for the 2025 COP issuance for the Pool Rebuild Project. Mountain Rec provides a contribution equal to 50% of the annual debt service due.

- **Debt Proceeds & Debt Premium** – This 2025 revenue was for our Pool Rebuild Project COP issuance and will not reoccur.

Special Revenue Funds

Conservation Trust Fund (CTF) – YTD 2026, the CTF has collected 53% of its budgeted revenue. While revenues from this fund are generally stable, they may fluctuate throughout the year based on lottery ticket sales. No billable work has been completed to date toward the Haymaker trailhead pit toilet. No revenue variances meet the threshold for comment.

Disposable Bag Fee Fund – The Disposable Bag Fee Fund was established in 2024 to manage fees collected under the Colorado Plastic Pollution Reduction Act (HB 21-1162). Under this legislation, retailers retain $0.04 per bag, and the remaining $0.06 is remitted to the Town. No revenue variances meet the threshold for comment.

Exterior Energy Offset Program (EEOP) Fund – The EEOP Fund was established in 2024 following the Town's 2023 adoption of the 2021 International Energy Conservation Code. This fund tracks fee-in-lieu revenues collected from residential, commercial, and governmental projects that use exterior energy sources emitting greenhouse gases without onsite renewable energy offsets, as calculated by the EEOP tool. These revenues are expected to be one-time and irregular, as property owners have the option to install qualifying energy offsets in lieu of paying the fee. No revenue variances meet the threshold for comment.

Open Space Fund – YTD 2026, the Open Space Fund has collected 39% of total budgeted revenues. We are budgeting for year-end expenditures to exceed revenue by ($153,808) due to planned capital project spend.

- **Developer Contribution** – This revenue is charged according to individual development agreements. $294,000 that was received in 2025 from Hockett Gulch is reserved for wildlife mitigation and will be held as restricted fund balance until it is spent. No contributions have been received YTD 2026.

- **Real Estate Transfer Assessment (RETA) Fees** – Please see the note in the General Fund for RETA fees. All three RETA fees received YTD 2026 were for Haymeadow and have been applied 50% to the Open Space Fund, per Town Council resolution.

Downtown Development Authority (DDA) Fund – YTD 2026, the DDA Fund has collected 46% of budgeted revenues. We are budgeting for year-end expenditures to exceed revenue by ($18,411) due to planned spend down of prior year fund balance. No revenue variances meet the threshold for comment.

Enterprise Funds

Wastewater Fund – The Wastewater Fund has collected 67% of its budgeted revenues YTD 2026, with revenues exceeding expenditures by $1,687,344. We are budgeting for year-end expenditures to exceed revenue by ($8,607,770) due to planned capital project spend.

- **Plant Investment Fees (Tap Fees)** – Tap fees are down (54%) or ($129K) YOY. YTD 2025, we had assessed tap fees on 16 properties versus 9 properties YTD 2026.

- **Intergovernmental Contribution** – This revenue is the IRS tax credit we received for the solar project at the Water and Wastewater treatment plants. Per the original project funding allocation, 85% of the credit received was allocated to the Wastewater Fund and 15% to the Water Fund. We received the last portion of the funding in July, for a total credit of $942,621, and do not expect any further credits.

Water Fund – The Water Fund has collected 42% of its budgeted revenues YTD 2026, with expenditures exceeding revenues by ($1,795,121). We are budgeting for year-end expenditures to exceed revenue by ($2,596,678) due to planned capital project spend.

- **Plant Investment Fees (Tap Fees)** – Tap fees are down (44%) or ($167K) YOY. YTD 2025, we had assessed tap fees on 17 properties versus 12 properties YTD 2026.

- **Intergovernmental Contribution** – Please see the note in the Water Fund for Intergovernmental Contributions.

Refuse Fund – The Refuse Fund has collected 54% of its budgeted revenues YTD 2026, with revenues exceeding expenditures by $150,971, primarily due to the timing of payments to Vail Honeywagon. Unlike water and wastewater revenues, refuse revenue does not see large increases from developments such as Hockett Gulch and Haymeadow, because multi-family projects do not utilize the Town's trash service. The annual trash fee increase reflects a 2.1% CPI adjustment. No revenue variances meet the threshold for comment.

Stormwater Fund – The Stormwater Fund has collected 52% of its budgeted revenues YTD 2026. Stormwater fee payments are generally stable, with approximately 25% received each quarter. Unlike water and wastewater fees, which are charged per unit, stormwater fees are charged per account. As a result, the Stormwater Fund has not seen the same level of increase from the Hockett Gulch and Haymeadow developments. Aside from miscellaneous repairs and maintenance, the Town is intentionally setting aside funds to support future stormwater system improvements associated with the Grand Avenue project.

- **Stormwater Service Charges** – Effective January 2026, the Town increased stormwater monthly fees from $3.00 to $4.50 for residential units and from $6.00 to $9.00 for commercial units. Service charges are up 51% or $24K YOY due to this fee increase.

Broadband Fund – The Broadband Fund has collected 28% of its budgeted revenues YTD 2026, with revenues exceeding expenditures by $70,338. As of April 1st, we have brought broadband billing in-house from Aspen Wireless, which will provide better customer service and reduce Town expenses.

- **Broadband Fees Business** – Business Broadband Fees have increased 62% or $16K YOY as the IT team works to expand our business customer base.

TOWN OF EAGLE - GENERAL FUND

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING JUNE 30, 2026

	ADJUSTED ACTUAL 6/30/25	ADJUSTED ACTUAL 6/30/26	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
TAX REVENUE						
General Property Tax	$ 545,644	$ 604,548	111%	$ 612,000	$ 7,452	99%
Specific Ownership	13,929	12,896	93%	27,000	14,104	48%
Sales Tax	4,153,106	4,587,461	110%	8,700,000	4,112,539	53%
Marijuana & Tobacco Sales Tax	420,851	258,536	61%	589,860	331,324	44%
Severance Tax	-	-	-	63	63	0%
Federal Mineral Tax	-	-	-	500	500	0%
Franchise Fees	82,084	90,006	110%	240,000	149,994	38%
Marketing Lodging Tax	112,244	113,770	101%	243,000	129,230	47%
TOTAL TAX REVENUE	$ 5,327,859	$ 5,667,216	106%	$ 10,412,423	$ 4,745,207	54%
LICENSE & PERMIT REVENUE						
Business Licenses	$ 32,370	$ 35,075	108%	$ 40,000	$ 4,925	88%
Liquor Licenses	6,204	5,803	94%	8,000	2,198	73%
Tobacco & Marijuana Licenses	1,750	3,250	186%	3,000	(250)	108%
Building Permits	415,653	192,717	46%	745,000	552,283	26%
Electrical Permits	52	-	0%	-	-	-
Road Cut Permits	1,930	600	31%	4,000	3,400	15%
Sign Permits	100	550	550%	800	250	69%
Special Event Permits	25	50	200%	500	450	10%
TOTAL LICENSE & PERMIT REVENUE	$ 458,083	$ 238,045	52%	$ 801,300	$ 563,255	30%
INTERGOVERNMENTAL REVENUE						
Motor Vehicle License Fee	$ 16,619	$ 16,337	98%	$ 32,000	$ 15,663	51%
Highway Users Tax	152,725	154,269	101%	300,000	145,731	51%
Road & Bridge Fund	161,056	178,373	111%	165,000	(13,373)	108%
County Sales Tax	135,633	152,390	112%	285,000	132,610	53%
Grants	64,363	951	1%	339,900	338,949	0%
Intergovernmental Contributions	35,713	36,784	103%	74,672	37,888	49%
TOTAL INTERGOVERNMENTAL REVENUE	$ 566,110	$ 539,103	95%	$ 1,196,572	$ 657,469	45%
CHARGES FOR SERVICES						
Planning & Zoning Fees	$ 13,690	$ 2,900	21%	$ 18,400	$ 15,500	16%
Planning & Zoning Reimbursable	169,767	80,004	47%	300,000	219,996	27%
Facility Usage Fees	44,971	42,064	94%	75,000	32,936	56%
Facility Usage Deposits	1,035	100	10%	-	(100)	-
Sponsorship & Event Revenue	3,970	4,300	108%	15,000	10,700	29%
Broadband Middle Mile Service Fees	16,020	10,950	68%	32,000	21,050	34%
Real Estate Transfer Fee	138,774	26,450	19%	50,000	23,550	53%
TOTAL CHARGES FOR SERVICES	$ 388,227	$ 166,769	43%	$ 490,400	$ 323,631	34%
FINES & FORFEITURES						
Fines & Forfeits	$ 9,006	$ 20,624	229%	$ 20,000	$ (624)	103%
Police Surcharge	930	2,915	313%	2,100	(815)	139%
Police Miscellaneous	1,393	1,334	96%	2,000	666	67%
Police Grants	12,246	3,894	32%	48,810	44,917	8%
Special Duty Reimbursable	11,677	7,392	63%	35,000	27,608	21%
Charitable Organization Fee	-	-	-	-	-	-
TOTAL FINES & FORFEITURES	$ 35,251	$ 36,159	103%	$ 107,910	$ 71,751	34%
MISCELLANEOUS REVENUE						
Interest & Penalties Total	$ 143,551	$ 131,380	92%	$ 200,500	$ 69,120	66%
Contributions & Donations	3,000	-	0%	-	-	-
Information Center Total	-	-	-	-	-	-
Rental Income	32,944	27,330	83%	35,000	7,670	78%
Sales of Fixed Assets	-	2,221	-	-	(2,221)	-
Insurance Proceeds	336	116,028	34484%	-	(116,028)	-
Other Grants	-	-	-	-	-	-
Fee in Lieu - LERP	-	-	-	-	-	-

TOWN OF EAGLE - GENERAL FUND

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING JUNE 30, 2026

	ADJUSTED ACTUAL 6/30/25	ADJUSTED ACTUAL 6/30/26	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
Other Miscellaneous Revenue	8,581	6,922	81%	12,100	5,178	57%
TOTAL MISCELLANEOUS REVENUE	$ 188,413	$ 283,880	151%	$ 247,600	$ (36,280)	115%
TRANSFERS FROM OTHER FUNDS						
Water Fund - Computer Support	$ -	-	-	$ 68,255	$ 68,255	0%
Wastewater Fund - Computer Support	-	-	-	45,503	45,503	0%
Capital Improvements Fund (Devolution)	-	-	-	-	-	-
Refuse Fund	-	-	-	14,000	14,000	0%
Broadband Fund - Computer Support	-	-	-	2,844	2,844	0%
Bag Fee Fund	-	-	-	-	-	-
EEOP Fund	-	-	-	-	-	-
Open Space Fund - Computer Support	-	-	-	8,532	8,532	0%
TOTAL TRANSFERS FROM OTHER FUNDS	$ -	$ -	-	$ 139,134	$ 139,134	0%
TOTAL GENERAL FUND REVENUES	$ 6,963,943	$ 6,931,172	100%	$ 13,395,339	$ 6,464,167	52%
EXPENDITURES						
TOWN COUNCIL	$ 63,362	$ 61,914	98%	$ 127,341	$ 65,427	49%
GENERAL GOVERNMENT	359,807	192,403	53%	615,086	422,683	31%
GENERAL ADMINISTRATION	492,754	421,509	86%	922,096	500,587	46%
COMMUNITY DEVELOPMENT	624,967	561,912	90%	1,925,578	1,363,666	29%
MUNICIPAL COURT	39,992	42,764	107%	101,570	58,806	42%
STREETS	531,534	618,381	116%	2,409,529	1,791,148	26%
PUBLIC SAFETY	1,866,900	1,942,951	104%	4,146,067	2,203,116	47%
BUILDINGS & GROUNDS	513,747	585,655	114%	1,146,744	561,089	51%
INFORMATION CENTER	12,316	12,078	98%	28,514	16,436	42%
EVENTS	207,914	194,225	93%	448,748	254,523	43%
ENGINEERING	231,316	154,041	67%	436,054	282,013	35%
INFORMATION TECHNOLOGY	319,528	398,875	125%	930,221	531,346	43%
COMMUNICATIONS & MARKETING	29,592	89,144	301%	199,629	110,485	45%
SUSTAINABILITY	70,346	87,454	124%	197,397	109,943	44%
ECONOMIC DEVELOPMENT & HOUSING	92,662	103,824	112%	417,961	314,137	25%
TRANSFERS TO OTHER FUNDS	-	-	-	2,100,000	2,100,000	0%
TOTAL GENERAL FUND EXPENDITURES	$ 5,456,734	$ 5,467,131	100%	$ 16,152,535	$ 10,685,404	34%
NET REVENUE OVER (UNDER) EXPENDITURES	**$ 1,507,210**	**$ 1,464,041**	**-97%**	**$ (2,757,196)**	**$ (4,221,237)**	**-53%**

TOWN OF EAGLE - CAPITAL IMPROVEMENTS FUND (CIF)

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING JUNE 30, 2026

	ADJUSTED ACTUAL 6/30/25	ADJUSTED ACTUAL 6/30/26	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
Capital Improvements Interest	$ 275,797	$ 305,368	111%	$ 550,000	$ 244,632	56%
Community Enhancement Interest	-	-	-	-	-	-
Devolution & Transportation Interest	41,783	29,776	71%	35,000	5,224	85%
Community Enhancement Fund	-	-	-	53,500	53,500	0%
Developer Contribution - Grand Avenue	480,000	-	0%	-	-	-
Public Safety Impact Fees	466,335	50,972	11%	188,000	137,028	27%
Street Impact Fees	83,840	129,469	154%	160,000	30,531	81%
Use Tax	745,670	264,926	36%	1,750,000	1,485,074	15%
Grants	-	-	-	250,000	250,000	0%
Sale of Fixed Assets	-	-	-		-	-
Transfer From General Fund - Grand Ave	-	-	-	1,500,000	1,500,000	0%
Transfer From General Fund - Other	-	-	-	500,000	500,000	0%
Transfer From Open Space	-	-	-	-	-	-
Transfer From STCIF	-	-	-	250,000	250,000	0%
TOTAL CAPITAL IMPROVEMENTS FUND REVENUE	$ 2,093,426	$ 780,511	37%	$ 5,236,500	$ 4,455,989	15%
EXPENDITURES						-
TOTAL CAPITAL IMPROVEMENTS FUND EXPENDITURES	$ 1,294,599	$ 1,204,009	93%	$ 7,799,160	$ 6,595,151	15%
NET REVENUE OVER (UNDER) EXPENDITURES	**$ 798,827**	**$ (423,498)**	**53%**	**$ (2,562,660)**	**$ (2,139,162)**	**17%**

TOWN OF EAGLE - SALES TAX CAPITAL IMPROVEMENTS FUND (STCIF)

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING JUNE 30, 2026

	ADJUSTED ACTUAL 6/30/25	ADJUSTED ACTUAL 6/30/26	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
Sales Tax	$ 519,138	$ 573,433	110%	$ 1,060,000	$ 486,567	54%
Grants	-	-	-	-	-	-
Mountain Rec Capital Funds	-	(250,000)	-	-	250,000	-
Mountain Rec Debt Service Match	23,776	101,338	426%	346,081	244,744	29%
Interest - ColoTrust	27,894	53,323	191%	55,000	1,677	97%
ColoTrust Interest - Project Fund	39,407	4,137	10%		(4,137)	-
Contributions & Donations	-	-	-	-	-	-
Debt Proceeds	8,805,000	-	0%	-	-	-
Debt Premium	378,947	-	0%	-	-	-
Miscellaneous Revenue	-	-	-	-	-	-
TOTAL STCIF REVENUE	$ 9,794,161	$ 482,231	5%	$ 1,461,081	$ 978,851	33%
EXPENDITURES						
TOTAL STCIF EXPENDITURES	$ 4,863,359	$ 493,966	10%	$ 3,620,731	$ 3,126,765	14%
NET REVENUE OVER (UNDER) EXPENDITURES	**$ 4,930,802**	**$ (11,735)**	**0%**	**$ (2,159,650)**	**$ (2,147,914)**	**1%**

TOWN OF EAGLE - SPECIAL REVENUE FUNDS - CONSERVATION TRUST FUND (CTF)

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING JUNE 30, 2026

	ADJUSTED ACTUAL 6/30/25	ADJUSTED ACTUAL 6/30/26	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
Lottery Proceeds	$ 21,465	$ 22,178	103%	$ 42,000	$ 19,822	53%
Conservation Trust Interest	5,964	6,241	105%	12,000	5,759	52%
TOTAL CONSERVATION TRUST FUND REVENUE	$ 27,429	$ 28,419	104%	$ 54,000	$ 25,581	53%
EXPENDITURES						
TOTAL CONSERVATION TRUST FUND EXPENDITURES	$ -	$ -	-	$ 152,000	$ 152,000	0%
NET REVENUE OVER (UNDER) EXPENDITURES	**$ 27,429**	**$ 28,419**	**104%**	**$ (98,000)**	**$ (126,419)**	**-29%**

TOWN OF EAGLE - SPECIAL REVENUE FUNDS - DISPOSABLE BAG FEE FUND

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING JUNE 30, 2026

	ADJUSTED ACTUAL 6/30/25	ADJUSTED ACTUAL 6/30/26	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
Disposable Bag Fee	$ 2,599	$ 2,336	90%	$ 8,000	$ 5,664	29%
Transfer from General Fund	-	-	-	-	-	-
TOTAL BAG FEE FUND REVENUE	$ 2,599	$ 2,336	90%	$ 8,000	$ 5,664	29%
EXPENDITURES						
TOTAL BAG FEE FUND EXPENDITURES	$ 4,018	$ 4,074	101%	$ 17,500	$ 13,426	23%
NET REVENUE OVER (UNDER) EXPENDITURES	**$ (1,418)**	**$ (1,738)**	**123%**	**$ (9,500)**	**$ (7,762)**	**18%**

TOWN OF EAGLE - SPECIAL REVENUE FUNDS - EXTERIOR ENERGY OFFSET PROGRAM (EEOP) FUND

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING JUNE 30, 2026

	ADJUSTED ACTUAL 6/30/25	ADJUSTED ACTUAL 6/30/26	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
Exterior Energy Offset Program	$ 20,197	$ 9,346	46%	$ -	$ (9,346)	-
Transfer from General Fund	-	-	-	-	-	-
TOTAL EEOP FUND REVENUE	$ 20,197	$ 9,346	46%	$ -	$ (9,346)	-
EXPENDITURES						
TOTAL EEOP FUND EXPENDITURES	$ -	$ 10,000	-	$ 20,000	$ 10,000	50%
NET REVENUE OVER (UNDER) EXPENDITURES	**$ 20,197**	**$ (654)**	**-3%**	**$ (20,000)**	**$ (19,346)**	**3%**

TOWN OF EAGLE - SPECIAL REVENUE FUNDS - OPEN SPACE FUND

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING JUNE 30, 2026

	ADJUSTED ACTUAL 6/30/25	ADJUSTED ACTUAL 6/30/26	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
Lodging Tax	$ 112,244	$ 113,833	101%	$ 243,000	$ 129,167	47%
Penalty & Interest	125	943	755%	300	(643)	314%
Open Space Interest	18,820	25,403	135%	30,000	4,597	85%
Usage Fees	-	-	-	-	-	-
Open Space - Clean Up	-	-	-	-	-	-
Grants	-	-	-	-	-	-
Developer Contribution	369,660	-	0%	-	-	-
Intergovernmental Contribution	-	-	-	-	-	-
Real Estate Transfer Fee	-	26,450	-	50,000	23,550	53%
Miscellaneous	-	-	-	-	-	-
Transfer From General Fund	-	-	-	100,000	100,000	0%
TOTAL OPEN SPACE FUND REVENUE	$ 500,849	$ 166,629	33%	$ 423,300	$ 256,671	39%
EXPENDITURES						
TOTAL OPEN SPACE FUND EXPENDITURES	$ 73,956	$ 186,932	253%	$ 577,108	$ 390,176	32%
NET REVENUE OVER (UNDER) EXPENDITURES	**$ 426,893**	**$ (20,304)**	**-5%**	**$ (153,808)**	**$ (133,504)**	**13%**

TOWN OF EAGLE - SPECIAL REVENUE FUNDS - DOWNTOWN DEVELOPMENT AUTHORITY (DDA) FUND

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING JUNE 30, 2026

	ADJUSTED ACTUAL 6/30/25	ADJUSTED ACTUAL 6/30/26	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
TIF PROPERTY TAXES	$ 38,778	$ 25,590	66%	$ 25,000	$ (590)	102%
GRANTS	12,640	(726)	-6%	28,446	29,172	-3%
DDA INTEREST	1,080	745	69%	2,500	1,755	30%
MISCELLANEOUS	-	-	-	-	-	-
TRANSFER FROM GENERAL FUND	-	-	-	-	-	-
TOTAL DDA FUND REVENUE	$ 52,498	$ 25,610	49%	$ 55,946	$ 30,337	46%
EXPENDITURES						
TOTAL DDA FUND EXPENDITURES	$ 53,233	$ 24,312	46%	$ 74,357	$ 50,045	33%
NET REVENUE OVER (UNDER) EXPENDITURES	**$ (735)**	**$ 1,297**	**-176%**	**$ (18,411)**	**$ (19,708)**	**-7%**

TOWN OF EAGLE - ENTERPRISE FUNDS - WASTEWATER FUND

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING JUNE 30, 2026

	ADJUSTED ACTUAL 6/30/25	ADJUSTED ACTUAL 6/30/26	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
Wastewater Sales	$ 1,753,193	$ 1,873,063	107%	$ 3,520,000	$ 1,646,937	53%
Plant Investment Fees (Tap Fees)	240,020	111,497	46%	799,000	687,503	14%
Wastewater Interest	239,908	258,915	108%	200,000	(58,915)	129%
Grants	-	-	-	-	-	-
Premium Accretion	-	-	-	-	-	-
Intergovernmental Contribution	-	801,153	-	-	(801,153)	-
Miscellaneous	-	-	-	-	-	-
Refinancing Credit 1997 Bond	-	-	-	-	-	-
Insurance Proceeds	-	-	-	-	-	-
TOTAL WASTEWATER FUND REVENUE	$ 2,233,122	$ 3,044,628	136%	$ 4,519,000	$ 1,474,372	67%
EXPENDITURES						
TOTAL WASTEWATER FUND EXPENDITURES	$ 1,176,877	$ 1,357,283	115%	$ 13,126,770	$ 11,769,487	10%
NET REVENUE OVER (UNDER) EXPENDITURES	**$ 1,056,245**	**$ 1,687,344**	**160%**	**$ (8,607,770)**	**$ (10,295,114)**	**-20%**

TOWN OF EAGLE - ENTERPRISE FUNDS - WATER FUND

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING JUNE 30, 2026

	ADJUSTED ACTUAL 6/30/25	ADJUSTED ACTUAL 6/30/26	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
Debt Service Surcharge	$ 238,960	$ 241,500	101%	$ 477,000	$ 235,500	51%
Water Sales - In Town	1,699,587	1,547,616	91%	4,000,000	2,452,384	39%
Water Sales - Out Of Town	250,541	252,907	101%	550,000	297,093	46%
Water Sales - Fill Station	7,016	18,470	263%	-	(18,470)	-
Water Materials & Other	15,626	11,452	73%	73,705	62,253	16%
Plant Investment Fees (Tap Fees)	382,185	215,036	56%	1,172,000	956,964	18%
Plant Investment Fees (Developer)	-	-	-	-	-	-
Water Rights	2,000	-	0%	-	-	-
Water Fund Interest	437,408	394,903	90%	400,000	5,097	99%
Grants	-	-	-	-	-	-
Unrealized (Gain)/Loss	-	-	-	-	-	-
Service Charge	11,130	19,991	180%	16,000	(3,991)	125%
Insurance Proceeds	-	-	-		-	-
Reimbursable Income	795	-	0%	-	-	-
Bond Premium	-	-	-	-	-	-
Intergovernmental Contribution	-	141,380	-	-	(141,380)	-
Developer Contribution	-	-	-	-	-	-
Water Miscellaneous	-	1,432	-	-	(1,432)	-
Transfer from Broadband Fund (Internal Loan)	-	-	-	50,888	50,888	0%
TOTAL WATER FUND REVENUE	$ 3,045,248	$ 2,844,687	93%	$ 6,739,593	$ 3,894,906	42%
EXPENDITURES						
TOTAL WATER FUND EXPENDITURES	$ 2,190,211	$ 4,639,808	212%	$ 9,336,271	$ 4,696,463	50%
NET REVENUE OVER (UNDER) EXPENDITURES	**$ 855,037**	**$ (1,795,121)**	**-210%**	**$ (2,596,678)**	**$ (801,557)**	**69%**

TOWN OF EAGLE - ENTERPRISE FUNDS - REFUSE FUND

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING JUNE 30, 2026

	ADJUSTED ACTUAL 6/30/25	ADJUSTED ACTUAL 6/30/26	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
Trash Fees	$ 527,874	$ 538,497	102%	$ 994,500	$ 456,003	54%
Yardwaste Fees	21,312	21,372	100%	42,600	21,228	50%
Admin Fee	15,398	15,426	100%	30,500	15,074	51%
Interest	7,858	5,974	76%	15,000	9,026	40%
TOTAL REFUSE FUND REVENUE	$ 572,442	$ 581,268	102%	$ 1,082,600	$ 501,332	54%
EXPENDITURES						
TOTAL REFUSE FUND EXPENDITURES	$ 336,114	$ 430,298	128%	$ 1,089,307	$ 659,009	40%
NET REVENUE OVER (UNDER) EXPENDITURES	**$ 236,328**	**$ 150,971**	**-64%**	**$ (6,707)**	**$ (157,678)**	**-2251%**

TOWN OF EAGLE - ENTERPRISE FUNDS - STORMWATER FUND

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING JUNE 30, 2026

	ADJUSTED ACTUAL 6/30/25	ADJUSTED ACTUAL 6/30/26	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
Stormwater Service Charges	$ 47,663	$ 71,899	151%	$ 143,250	$ 71,351	50%
Interest	5,443	7,494	138%	10,800	3,306	69%
Miscellaneous	-	-	-	-	-	-
Service Charge	-	-	-	-	-	-
Gain/Loss On Equip Disp	-	-	-	-	-	-
Transfer from General Fund	-	-	-	-	-	-
TOTAL STORMWATER FUND REVENUE	$ 53,106	$ 79,393	150%	$ 154,050	74,657	52%
EXPENDITURES						
TOTAL STORMWATER FUND EXPENDITURES	$ 17,742	$ 78,287	441%	$ 289,173	$ 210,886	27%
NET REVENUE OVER (UNDER) EXPENDITURES	**$ 35,364**	**$ 1,106**	**3%**	**$ (135,123)**	**$ (136,229)**	**-1%**

TOWN OF EAGLE - ENTERPRISE FUNDS - BROADBAND FUND

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING JUNE 30, 2026

	ADJUSTED ACTUAL 6/30/25	ADJUSTED ACTUAL 6/30/26	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
Franchise Fees	$ 28,533	$ 30,002	105%	$ 49,500	$ 19,498	61%
Broadband Fees - Residential (In Town)	41,377	56,116	136%	180,000	123,884	31%
Broadband Fees - Residential (Out of Town)	-	360	-	-	(360)	-
Broadband Fees - Business	25,942	42,045	162%	107,760	65,715	39%
Broadband Installation Fees	592	883	149%	-	(883)	-
Interest	-	1,291	-	-	(1,291)	-
Broadband Fees - Miscellaneous	-	-	-	-	-	-
Debt Proceeds	-	-	-	-	-	-
Transfer In from Water Fund (Internal Loan)	-	-	-	125,000	125,000	0%
TOTAL BROADBAND FUND REVENUE	$ 96,443	$ 130,696	136%	$ 462,260	$ 331,564	28%
EXPENDITURES						
TOTAL BROADBAND FUND EXPENDITURES	$ 65,732	$ 60,358	92%	$ 398,401	$ 338,043	15%
NET REVENUE OVER (UNDER) EXPENDITURES	**$ 30,711**	**$ 70,338**	**229%**	**$ 63,859**	**$ (6,479)**	**110%**

Quarterly Capital Projects Report

BACKGROUND: The purpose of this quarterly report is to provide consistent and transparent updates on the progress of Town capital projects. Our goal is to enhance communication with Town Council and foster trust and confidence within the community. This collaborative effort includes regular updates from all departments and enables us to address challenges related to project management, budgeting, and communication. This report includes capital projects budgeted for the current year as well as prior year projects that were not completed before year-end and have been rolled into 2026 via the supplemental budget process.

GUIDELINES:

1. Staff will provide a quarterly report to Council that includes the following information:

- *All Town Capital Projects by Fund and Department*
- *Staff Lead for each project*
- *Original and revised budgets for each project*
- *Year to date (YTD) actual amounts for each project and budget to actual variances*
- *Current status of each project as defined in the "Project Status List"*
- *Estimated completion date for the current status of the project*
- *Estimated completion date for the entire project*
- *Notes to Council regarding project status, including delays and changes in scope*

2. Finance Role & Responsibilities:

- *Update YTD budget and actual project spend, on a quarterly basis.*
- *Collaborate with Staff Leads to provide necessary status updates as outlined below.*
- *Finalize the report and submit it to the Council Packet.*

3. Project Staff Lead Role & Responsibilities:

- *Review and validate budget and actual amounts provided by Finance.*
- *Provide the following information to Finance:*
  - ***Project Status:*** *Identify the current status of each project as of quarter end. There will be a new column for each quarter so that staff, Council, and the Community can see the progression of each project. Project Statuses are shown below.*
  - ***Estimated Status Completion Date:*** *Identify the estimated completion date for the* *current status* *of the project. If the project status has changed from the prior quarter, identify a new estimated completion date for the current status of the project.*
  - ***Estimated Project Completion Date:*** *At the beginning of the project, an "Estimated Project Completion Date" will be identified. Should this estimate change, it must be updated in the report.*
  - ***Notes:*** *Staff does not need to provide notes every quarter unless there is something that Council should be aware of; however, if an estimated completion date has changed, you must include the reasoning why. Please be concise. If Staff need to provide extensive information regarding a particular project, that can be accomplished in the monthly Council Staff Reports, or through a regular business item on the agenda.*

Project Status List:

Project Status	Definitions
Not Started	
Initiation	Define project objectives, scope, and constraints. Obtain project approvals and funding. Establish project team and stakeholders.
Planning	Conduct site assessments and surveys. Develop preliminary designs and conceptual plans. Perform feasibility studies and cost estimates. Identify environmental and regulatory requirements. Develop project schedule and milestones.
Design - 30%	Hire architects, engineers, and consultants. Develop detailed construction drawings and specifications. Obtain necessary permits and approvals.
Design - 60%	
Design - 90%	
Procurement - Preparation	Prepare bid documents such as RFPs and RFQs.
Procurement - Issued RFP/RFQ	
Procurement - Evaluating Bids	Evaluate received bids and select contractors and suppliers.
Procurement - Finalizing Contract	Includes negotiation of terms and conditions.
Procurement - Attorney Review	Attorney review of proposed contract.
Procurement - Contractor Hired	Approve and sign contract.
Procurement - Equipment Ordered	Order equipment.
Procurement - Equipment Received	Receive equipment.
Construction - Mobilization	
Construction - Execution	
Project Closeout	Complete final inspections and obtain approvals. Conduct training for facility operations and maintenance staff. Settle final payments and contracts.
Post-Project Evaluation	Conduct project review and evaluation. Address any outstanding issues or warranty claims. Prepare project closeout report. Payout any necessary retainage.
Complete	Project is complete, or Equipment has been purchased and installed, all invoices have been paid and processed, and retainage is paid out

REVISED 05.12.26

Capital Improvement Plan Summary 2026 - 2030

New Project
Complete Project
Funding / Scope Change

All Funds

Fund	Dept	Staff Lead	Project	2026 Orig Budget	2026 Rev Budget 05/26	2026 YTD Actual	Budget to YTD Actual Variance	Q1 Status	Q2 Status	Est. Status Completion Date	Est. Project Completion Date	Status Notes
Capital Imp Fund	Admin	Melissa Daruna	Pool and Ice Capital Improvements Funding	50,000	50,000	50,000	-	Complete	Complete	3/5/26	3/5/26	Transfer of funds to the Eagle Rec Advisory Corp
Capital Imp Fund	B&G	Tom Gosiorowski	Irrigation Intake Improvements - Chambers Park	121,551	-	-	-	Complete	Complete	5/5/26	5/5/26	Cancelled per Council direction 5/5/26
Capital Imp Fund	B&G	Kevin Fontana	E-Bike Signage and Installation	65,000	-	-	-	Complete	Complete	5/6/26	5/6/26	Per Council direction 5/5/26 remove this project and move funding to the Wayfinding Project 312601
Capital Imp Fund	B&G	Kevin Fontana	Pavilion - Floor	20,000	20,000	-	20,000	Not Started	Not Started	8/31/26	12/31/26	In discussion with B&G to determine feasibility for 2026. Not likely to happen this year.
Capital Imp Fund	B&G	Tom Gosiorowski	Burger King ROW Irrigation Conversion	15,000	15,000	-	15,000	Not Started	Construction - Execution	9/30/26	12/31/26	Coordinating with ANB developer
Capital Imp Fund	B&G	Tom Gosiorowski	Public Works Office Remodel	-	30,000	-	30,000	Planning	Procurement - Evaluating Bids	9/30/26	12/31/26	Staff demo work + contractor for build work; rolling over unused 2025 funds
Capital Imp Fund	Econ Dev Housing	Nikki Davis	Townwide Wayfinding Improvement Project implementation based on findings from Wayfinding Study	55,000	120,000	-	120,000	Design - 90%	Procurement - Preparation	9/30/26	12/31/27	Design documents are complete; working on procurement and implementation timing. Will likely need to roll funds to 2027.
Capital Imp Fund	Fleet	Kevin Fontana	B&G: Toro Z Master Mower	28,000	28,000	-	28,000	Not Started	Not Started	9/30/26	9/30/26	Not started - we may not need this and not end up spending the funds
Capital Imp Fund	Fleet	Carrie Buhlman	Public Safety: Patrol Vehicles - (4) Ford F-150 First Responders and (1) Ford F-150 Code Enforcement Truck	588,966	588,966	288,809	300,157	Procurement - Equipment Ordered	Construction - Execution	9/30/26	9/30/26	Final upfitting occuring
Capital Imp Fund	Fleet	Kevin Fontana	B&G: John Deere 301- A Tractor	-	64,000	-	64,000	Procurement - Evaluating Bids	Procurement - Preparation	9/30/26	9/30/26	Reevaluating needs and will re-look at bids
Capital Imp Fund	Fleet	Kevin Fontana	B&G: Ford F-350 or Similar 1 Ton Flat Bed / Plow	80,000	80,000	-	80,000	Design - 90%	Procurement - Finalizing Contract	7/31/26	10/31/26	Working on design
Capital Imp Fund	Fleet	Kevin Fontana	Streets: 4900 Snow Plow Truck	250,000	284,371	-	284,371	Procurement - Evaluating Bids	Procurement - Evaluating Bids	7/31/26	11/30/26	Unused compressor trailer funds rolled over and added to 2026 budget; currently evaluating vendor bid documents. Finalizing cost and may need additional budget.
Capital Imp Fund	IT	Kevin Aoki	Capitol Street Broadband Conduit	101,000	-	-	-	Complete	Complete	3/31/26	3/31/26	Removed budget and combined with Capitol St replacement 312404
Capital Imp Fund	IT	Kevin Aoki	Council Chambers AV Upgrades Phase II	15,000	15,000	-	15,000	Not Started	Not Started	9/30/26	12/31/26	Project will not start until late summer 2026 to account for preferences of new Council members
Capital Imp Fund	IT	Kevin Aoki	Recommended Security Upgrades for Town Hall & Public Works	20,000	20,000	-	20,000	Not Started	Not Started	9/30/26	12/31/26	Timing dependent on coordination with Lt. Causey
Capital Imp Fund	IT	Kevin Aoki	Brush Creek Pavilion AV Upgrades	15,000	15,000	-	15,000	Planning	Planning	9/30/26	12/31/26	Coordinating with B&G, timing will likely be later in the year
Capital Imp Fund	IT	Kevin Aoki	Expanding Public Wi-Fi	13,495	13,495	-	13,495	Planning	Planning	9/30/26	12/31/26	No update at this time
Capital Imp Fund	IT	Kevin Aoki	IT Equipment Racks - PW Office Remodel, W/WW & Town Hall	13,000	28,500	-	28,500	Not Started	Planning	9/30/26	12/31/26	Coordinating with PW office rebuild
Capital Imp Fund	Streets	Ryan Johnson	Sylvan Lake Road Bike & Ped Safety Improvements	-	25,000	3,380	21,620	Project Closeout	Project Closeout	9/30/26	9/30/26	Grant reimbursement will need to occur with CDOT - 1 submitted and 1 more to follow
Capital Imp Fund	Streets	Kevin Fontana	908 High Flow Front-End Loader (Rolled over from 2025)	15,000	15,000	-	15,000	Procurement - Evaluating Bids	Procurement - Evaluating Bids	7/31/26	10/31/26	Evaluating vendor bid documents
Capital Imp Fund	Streets	Ryan Johnson	Street Replacement: Capitol Street: 2nd to 5th Street & Fourth Street: Broadway to Howard (was $2,000,000 in original approved budget)	2,637,000	2,738,000	123,322	2,614,678	Construction - Execution	Construction - Execution	9/30/26	12/31/26	In process
Capital Imp Fund	Streets	Ryan Johnson	Handicap Ramps ADA Replacements	30,000	30,000	-	30,000	Not Started	Not Started	9/30/26	12/31/26	To coincide with 2026 street resurfacing
Capital Imp Fund	Streets	Tom Gosiorowski	Brush Creek Road Extension (Parking Area)	50,000	50,000	-	50,000	Not Started	Not Started	12/31/26	12/31/26	Planning for existing property demo is ongoing but staff has not had capacity to pursue
Capital Imp Fund	Streets	Tom Gosiorowski	Brush Creek Road Extension (Right of Way)	245,000	245,000	-	245,000	Not Started	Not Started	12/31/26	12/31/26	Currently no staff to perform this work (vacant Engineering position); also pending Council prioritization. This will likely push to 2027.
Capital Imp Fund	Streets	Ryan Johnson	Grand Avenue Improvements	1,000,000	1,300,000	96,701.72	1,203,298	Design - 60%	Design - 60%	9/30/26	12/31/29	Currently at 60% Design working toward 90% for Phase 1 Broadway
Capital Imp Fund	Sustainability	Kira Koppel	Building Electrification **Info Center** - Building Envelope Non-Capital	-	-	1,951	(1,951)	Design - 90%	Construction - Execution	11/30/26	3/31/27	Work in process; will need to roll funds to complete closeout to 2027 budget
Capital Imp Fund	Sustainability	Kira Koppel	Building Electrification **Pavilion & Studio** - Prior Year Approved Request + Additional Scope, including Building Envelope and Solar PV	167,529	167,529	27,138	140,391	Design - 90%	Construction - Execution	11/30/26	3/31/27	Work in process; will need to roll funds to complete closeout to 2027 budget
Capital Imp Fund	Sustainability	Kira Koppel	Building Electrification **Public Works** - Prior Year Approved Request + Additional Scope, including Building Envelope and Solar PV	51,736	51,736	69,775	(18,039)	Design - 90%	Construction - Execution	11/30/26	3/31/27	Work in process; will need to roll funds to complete closeout to 2027 budget
Capital Imp Fund	Sustainability	Kira Koppel	Building Electrification **Town Hall** - Prior Year Approved Request + Additional Scope, including Building Envelope and Solar PV, and Communication Tower Replacement	1,781,563	1,804,563	542,932	1,261,631	Design - 90%	Construction - Execution	11/30/26	3/31/27	Work in process; will need to roll funds to complete closeout to 2027 budget
Conservation Trust Fund	Open Space	Alex Smiley	Haymaker Trailhead Vault Restroom & Water Fountain	-	152,000	-	152,000	Procurement - Contractor Hired	Procurement - Preparation	8/31/26	12/31/26	Final bid came in higher than budgeted; this will be rebid
General Fund	Streets	Kevin Fontana	Street Resurfacing - 2026	820,245	820,245	-	820,245	Not Started	Not Started	9/30/26	12/31/26	ADA ramps will be completed concurrently
Open Space Fund	Econ Dev Housing	Nikki Davis	Open Space Wayfinding Signage and Information project	15,000	15,000	-	15,000	Design - 90%	Procurement - Preparation	9/30/26	12/31/27	Design documents are complete; working on procurement and implementation timing. Will likely need to roll funds to 2027.
Open Space Fund	Fleet	Alex Smiley	Open Space: Vehicle Fleet Replacements	45,000	45,000	34,781	10,219	Construction - Execution	Construction - Execution	12/31/26	12/31/26	Still waiting on tire purchase before year-end to close out

REVISED 05.12.26

New Project
Complete Project
Funding / Scope Change
All Funds

Capital Improvement Plan Summary 2026 - 2030

Fund	Dept	Staff Lead	Project	2026 Orig Budget	2026 Rev Budget 05/26	2026 YTD Actual	Budget to YTD Actual Variance	Q1 Status	Q2 Status	Est. Status Completion Date	Est. Project Completion Date	Status Notes
Open Space Fund	Open Space	Alex Smiley	Restoration Project/Habitat Improvements on Open Space (Brush Creek and Hernage Creek)	-	49,002	24,647	24,355	Construction - Execution	Project Closeout	8/31/26	8/31/26	On track to be complete this summer 2026
Open Space Fund	Open Space	Alex Smiley	Open Space & Trails Master Plan Implementation Phase 1 & 2 - Planning & Implementation Process	160,256	160,256	-	160,256	Planning	Planning	3/31/27	12/31/27	Likely this work will not start until Spring 2027 and we will need to roll over this budget
Refuse Fund	Public Works	Kevin Aoki	Oil Drop Site - Security Camera and License Plate Reader	-	29,170	34	29,136	Construction - Execution	Construction - Execution	9/30/26	9/30/26	Currently in process; rolled over unused 2025 funds to finish project
Sales Tax CIF	Admin	Melissa Daruna	Eagle Pool Rebuild	-	1,381,130	47,994	1,333,136	Project Closeout	Project Closeout	9/30/26	9/30/2026	Final invoicing from JHL
Sales Tax CIF	Admin	Melissa Daruna	Nogal Park - Playground	500,000	500,000	1,998	498,003	Design - 90%	Design - 90%	9/30/26	6/30/2027	Planning to start construction this year but will likely not finish until 2027; potential for a GOCO Grant
Sales Tax CIF	Public Works	Ryan Johnson	Sidewalk/Trail: Cemetery Connection to Terrace	125,000	203,000	-	203,000	Not Started	Not Started	9/30/26	9/30/26	Project docs being developed (bid phase prep). Added unused 2025 Nogal Trail funding
Sales Tax CIF	Public Works	Tom Gosiorowski	Dog Park Improvements	45,000	45,000	38,175	6,825	Construction - Mobilization	Construction - Execution	8/31/26	12/31/26	Planning to use excess funds for some tree planting this fall
Sales Tax CIF	Public Works	Tom Gosiorowski	Park Restroom Improvements - Town Park Non-Insurance Costs	100,000	100,000	29,083	70,917	Construction - Execution	Construction - Execution	9/30/26	12/31/26	Insurance has funded $116K; upgrades are still planned to come from the $100K CIP budget
Sales Tax CIF	Public Works	Tom Gosiorowski	Park Restroom Improvements - Town Park Insurance Claim Repairs		-	52,384	(52,384)	Construction - Execution	Construction - Execution	9/30/26	12/31/26	Insurance has funded $116K; upgrades are still planned to come from the $100K CIP budget
Stormwater Fund	Stormwater	Stephan Wilson	Capitol Street Stormwater Improvements	250,000	250,000	75,872	174,128	Construction - Execution	Construction - Execution	9/30/26	12/31/26	In process
Wastewater Fund	Sustainability	Kira Koppel	Wastewater campus landscaping Xeriscape	10,000	10,000	-	10,000	Planning	Planning	12/31/26	12/31/26	Still in planning stages; may defer to 2027 due to water restrictions
Wastewater Fund	Wastewater	Stephan Wilson	Brush Creek and Eagle River Temperature Monitoring Stations	-	100,000	-	100,000	Procurement - Evaluating Bids	Procurement - Equipment Ordered	8/31/26	10/31/26	Permitting letter received from Eagle County. Waiting on final work to be done by Ewing, which will be completed once budget is approved.
Wastewater Fund	Wastewater	Stephan Wilson	Headworks Screen	211,000	211,000	-	211,000	Procurement - Issued RFP/RFQ	Procurement - Evaluating Bids	8/31/26	12/31/26	Procurement docs are in QC preparing to be sent to selected vendors. Will likely need more budget.
Wastewater Fund	Wastewater	Stephan Wilson	Process Building: Fire Alarms	10,000	10,000	-	10,000	Design - 30%	Procurement - Finalizing Contract	9/30/26	12/31/26	Working on revised plan to meet GEFPD needs
Wastewater Fund	Wastewater	Stephan Wilson	Nutrient Criteria Nitrogen	9,550,000	9,550,000	243,087	9,306,913	Design - 90%	Procurement - Finalizing Contract	8/31/26	12/31/27	Construction estimated to start June 2026
Wastewater Fund	Wastewater	Stephan Wilson	Brush Creek Road Extension - Grand Ave to Eagle County Properties	70,000	70,000	-	70,000	Not Started	Not Started	12/31/26	12/31/27	Hoping to finish design phase by end of year
Wastewater Fund	Wastewater	Stephan Wilson	Grand Avenue Wastewater Infrastructure Improvements	-	-	-	-	Design - 60%	Design - 60%	12/31/26	12/31/29	Need confirmation from staff if more funding is needed for 2026
Water Fund	Fleet	Stephan Wilson	Water: Ford F-350 (2026 - Updated from F-150)	85,000	90,000	-	90,000	Procurement - Equipment Ordered	Procurement - Equipment Ordered	8/31/26	12/31/26	Updated from original budget Ford F-150 to replace vehicle no longer suitable for service
Water Fund	Sustainability	Kira Koppel	Building Electrification **UBWTP** - Upper Basin Plant Water Heater (Removed - no longet needed per KK & SW)	7,500	-	-	-	Complete	Complete	3/31/26	3/31/26	No longer needed; water heater was replaced last year
Water Fund	Sustainability	Kira Koppel	Water campus landscaping Xeriscape	10,000	10,000	-	10,000	Planning	Planning	12/31/26	12/31/26	Still in planning stages; may defer to 2027 due to water restrictions
Water Fund	Sustainability	Kira Koppel	Building Electrification **UBWTP** - Building Envelope *NEW*	-	-	3,872	(3,872)	Design - 90%	Construction - Execution	11/30/26	3/31/27	Work in process; will need to roll funds to complete closeout to 2027 budget
Water Fund	Water	Stephan Wilson	Lower Eby Creek Tank Coating	-	100,000	-	100,000	Project Closeout	Project Closeout	8/31/26	9/30/26	Project is done, waiting on final invoice
Water Fund	Water	Stephan Wilson	Cemetery Tank	250,000	600,000	497,857	102,143	Project Closeout	Project Closeout	9/30/26	10/31/26	Substantial completion; waiting on punch list items inlcuding revegetation
Water Fund	Water	Stephan Wilson	LBWTP Drying Bed Waterproofing Membranes	-	50,000	-	50,000	Procurement - Issued RFP/RFQ	Procurement - Contractor Hired	7/31/26	12/31/26	Contractor hired; planning to complete work by end of year
Water Fund	Water	Stephan Wilson	Brush Creek Transmission Main PRV	-	10,902	-	10,902	Project Closeout	Project Closeout	7/31/26	12/31/26	Waiting on one final invoice and project will be complete
Water Fund	Water	Ryan Johnson	Water Line: Downtown Distribution: Capitol Street: 2nd to 5th Street & Fourth Street: Broadway to Howard	1,300,000	1,300,000	605,182	694,818	Construction - Execution	Construction - Execution	9/30/26	12/31/26	Project is under construction; planning to be done by November
Water Fund	Water	Stephan Wilson	PLC Upgrades: UBWTP, Highlands, & Frost Creek	-	193,782	60,425	133,357	Construction - Execution	Construction - Execution	9/30/26	12/31/26	Should be complete by year-end
Water Fund	Water	Stephan Wilson	UBWTP Filter Trains	50,000	50,000	-	50,000	Not Started	Not Started	9/30/26	12/31/26	Waiting on staff availability to start; will likely be pushed to 2027 due to staffing
Water Fund	Water	Stephan Wilson	Lower Eby Creek Tank and Booster Pump Station Replacement	150,000	1,668,976	1,087,131	581,845	Construction - Execution	Project Closeout	9/30/26	12/31/26	Project is at substantial completion; should be complete by end of year
Water Fund	Water	Stephan Wilson	UBWTP Fire Alarms	-	10,000	-	10,000	Design - 30%	Procurement - Finalizing Contract	9/30/26	12/31/26	Working on revised plan to meet GEFPD needs
Water Fund	Water	Stephan Wilson	UBWTP Pretreatment Valve and Actuator	-	20,000	-	20,000	Post-Project Evaluation	Post-Project Evaluation	11/30/26	12/31/26	Equipment startup will need to happen in the fall before completion
Water Fund	Water	Stephan Wilson	Brush Creek Road Extension - Grand Ave to Three Way Stop	85,000	85,000	-	85,000	Not Started	Not Started	12/31/26	12/31/27	Not started
Water Fund	Water	Stephan Wilson	Generator and Back Up Power for Booster Pump Stations	70,000	70,000	-	70,000	Not Started	Not Started	12/31/26	12/31/27	Likely will need to transfer these funds to 2027 due to staffing
Water Fund	Water	Stephan Wilson	Brush Creek Transmission Main Replacement - Phase III	180,000	670,367	528,425	141,942	Project Closeout	Project Closeout	12/31/27	12/31/27	Substantial completion; SCADA / revegetation work needed by County. Work will continue into 2027.
Water Fund	Water	Stephan Wilson	Upper Eby Creek Tank Recoating and Rehab	55,000	-	-	-	Not Started	Not Started	12/31/27	12/31/28	Push entire project by one year; planning & design will be in 2027 and construction in 2028

REVISED 05.12.26

Capital Improvement Plan Summary 2026 - 2030

New Project
Complete Project
Funding / Scope Change
All Funds

Fund	Dept	Staff Lead	Project	2026 Orig Budget	2026 Rev Budget 05/26	2026 YTD Actual	Budget to YTD Actual Variance	Q1 Status	Q2 Status	Est. Status Completion Date	Est. Project Completion Date	Status Notes
Water Fund	Water	Stephan Wilson	UBWTP: Lifecyle replacement and regulatory upgrades	200,000	200,000	-	200,000	Not Started	Procurement - Preparation	9/30/26	12/31/29	Working on the RFP documents, will add in additional work and need extra budget
Water Fund	Water	Stephan Wilson	East Eagle Tank & Distribution	500,000	-	-	-	Design - 30%	Design - 30%	12/31/26	12/31/29	Project is on hold
Water Fund	Water	Stephan Wilson	Grand Avenue Water Infrastructure Improvements	30,000	30,000	-	30,000	Design - 60%	Design - 60%	12/31/26	12/31/29	Waiting on staff input for design
Total			**71**	**22,312,841**	**26,658,990**	**4,534,957**	**22,124,033**					

Capital Improvement Plan Summary for 2026 - 2030

Total Budgets by Fund

	2026 Rev. Total	2027 Total	2028 Total	2029 Total	2030 Total	TOTAL 5-YR	TOTAL 10-YR
Wastewater Fund	9,951,000	3,775,000	990,203	1,089,864	2,500,000	18,306,067	94,256,067
Capital Imp Fund	7,799,160	8,936,060	24,112,474	22,473,200	30,776,271	94,097,165	94,457,165
Water Fund	5,159,027	3,980,000	14,075,000	15,505,000	4,125,000	42,844,027	63,819,027
Sales Tax CIF	2,229,130	250,000	75,000	500,000	-	3,054,130	3,054,130
General Fund	820,245	850,854	-	-	984,970	2,656,069	8,370,778
Open Space Fund	269,258	90,000	150,000	150,000	200,000	859,258	1,359,258
Stormwater Fund	250,000	638,141	638,141	-	231,525	1,757,807	2,061,684
Conservation Trust Fund	152,000	-	-	-	-	152,000	152,000
Refuse Fund	29,170	-	-	-	-	29,170	29,170
Broadband Fund		-	-	-	-	-	-
Grand Total	**26,658,990**	**18,520,055**	**40,040,818**	**39,718,064**	**38,817,766**	**163,755,693**	**267,559,279**

2026 Original vs. Revised Budget

	2026 Total	2026 Rev. Total
Broadband Fund	-	
Capital Imp Fund	7,428,840	7,799,160
Conservation Trust Fund	-	152,000
General Fund	820,245	820,245
Open Space Fund	220,256	269,258
Refuse Fund	-	29,170
Sales Tax CIF	770,000	2,229,130
Stormwater Fund	250,000	250,000
Wastewater Fund	9,851,000	9,951,000
Water Fund	2,972,500	5,159,027
Grand Total	**22,312,841**	**26,658,990**

Note: Total estimated budget for East Eagle Tank is $14.5M from the Water Fund. Total estimated budget for Grand Avenue is $82.4M ($77.1M from the Capital Improvements Fund, $1.3M from Stormwater, $2M from Wastewater & $2M from Water).

Total Budgets by Department

	2026 Rev. Total	2027 Total	2028 Total	2029 Total	2030 Total	TOTAL 5-YR	TOTAL 10-YR
Wastewater	9,941,000	3,775,000	990,203	1,089,864	2,500,000	18,296,067	94,246,067
Streets	5,223,245	8,095,854	22,403,200	21,818,200	26,664,970	84,205,469	90,010,178
Water	5,059,027	3,895,000	13,900,000	15,420,000	4,040,000	42,314,027	63,289,027
Sustainability	2,043,828	-	-	-	-	2,043,828	2,043,828
Admin	1,931,130	50,000	50,000	450,000	50,000	2,531,130	2,781,130
Fleet	1,180,337	1,585,560	1,613,774	590,000	85,000	5,054,671	5,054,671
Public Works	377,170	250,000	75,000	100,000	-	802,170	802,170
Open Space	361,258	-	150,000	150,000	200,000	861,258	1,361,258
Stormwater	250,000	638,141	638,141	-	231,525	1,757,807	2,061,684
Econ Dev Housing	135,000	100,000	100,000	-	-	335,000	335,000
IT	91,995	130,500	100,000	100,000	121,500	543,995	563,995
B&G	65,000	-	20,500	-	4,924,771	5,010,271	5,010,271
Public Safety		-	-	-	-	-	-
Grand Total	**26,658,990**	**18,520,055**	**40,040,818**	**39,718,064**	**38,817,766**	**163,755,693**	**267,559,279**

Total Budgets by Project Status

Project Status	2026 Rev. Total
Procurement - Finalizing Contract	9,650,000
Construction - Execution	7,328,746
Project Closeout	4,505,377
Not Started	1,706,245
Design - 60%	1,330,000
Procurement - Preparation	551,000
Procurement - Evaluating Bids	540,371
Design - 90%	500,000
Planning	237,251
Procurement - Equipment Ordered	190,000
Procurement - Contractor Hired	50,000
Complete	50,000
Post-Project Evaluation	20,000
Design - 30%	-
Grand Total	**26,658,990**

To: Town Council

From: Tez Hawkins, AICP, Contract Planner; Jessica Johnsen, Community Development Director

Date: July 28, 2026

Agenda Item: ROW24-01; Ordinance 10, Series 2026

REQUEST:
A request to vacate the north–south alley right-of-way (R.O.W) bounded by Capitol Street, Grand Avenue, Howard Street, and East Second Street. The request is included in Attachment 7 of this memo.

SUMMARY:
Eagle Multi Family, LLC and 241 JAH, LLC (the "Applicant") request that the Town of Eagle (the "Town") vacate the public alley R.O.W shown in *Figure 1* bounded to the north by Grand Avenue; to the south by East Second Street; to the west by 104, 110, & 124 Capitol Street as well as 217 Second Street; and to the east by 103, 123, & 137 Howard Street The R.O.W. can be vacated by the Town through an ordinance per the Colorado Revised Statutes (C.R.S.) § 43-2-303, the Town Land Use Development Code (L.U.D.C) Section 4.17.100.G.2, and L.U.D.C Section 4.17.100.G.5. These provisions of the C.R.S and L.U.D.C give the rights, legal mechanisms, and criteria for the Town of Eagle to vacate R.O.W. The draft ordinance, including the legal descriptions, general purposes, and survey exhibit drawings of each easement, is included in Attachment 1 of this memo.

Figure 1. Location Map

If the Town approves the R.O.W vacation request, the adjoining private property lines on the east and west sides of the alley will equally shift to the centerline of the alley per the C.R.S. Furthermore, if the R.O.W vacation request is approved, the Applicant will grant the Town a "Non-Vehicular Access and Utility Easement" and a "Temporary Slope Easement" along Grand Avenue. The Town will also be granted a "Conditional Access and Utility Easement" within the alley to maintain existing R.O.W conditions and operations until all utilities within the alley are adequately relocated by the Applicant or their successors. A summary of the easements and their purposes is provided in *Table 1* below.

Table 1. Easements Granted to the Town if the R.O.W is Vacated

Easement	Description
"Non-Vehicular Access and Utility Easement"	An approximately 471 square-foot easement across the Applicant's property that gives the Town the right to construct, maintain, repair, replace, and operate a future public sidewalk created under the Grand Avenue Multimodal Corridor Project. The Grand Avenue Multimodal Corridor Project can be reviewed on the Town's website at https://www.townofeagle.org/1175/Grand-Avenue-Project-Progression.The easement also provides rights to non-vehicular public access and placement and maintenance of utilities. Additional details of this easement can be reviewed in the draft agreement, which is included as Attachment 2 of this memo.
"Temporary Slope Easement"	An approximately 6,118 square-foot temporary easement across the Applicant's property for the purpose of permitting the Town to establish, construct, maintain, repair, and reconstruct slopes of cuts and fills in connection with proper construction of the Town of Eagle's Grand Avenue Corridor Project. The easement terminates 18 months after the commencement of the Grand Avenue Multimodal Corridor Project construction within the easement area. The easement may also be terminated if the Town determines that it's no longer needed. Additional details of this easement can be reviewed in the draft agreement, which is included as Attachment 3 of this memo.
"Conditional Access and Utility Easement"	An approximately 4,000 square feet easement that follows the boundaries of the existing alley R.O.W for the Town and its permittees to operate, maintain, repair, replace, and remove utilities and associated improvements within the alley. The easement also retains the right for public access. The termination of the easement is conditional upon the Applicant or its successors' relocation of all utilities and associated infrastructure existing within the alley. Additional details of this easement can be reviewed in the draft agreement, which is included as Attachment 4 of this memo.

Analysis

All applicable mechanisms and conditions of C.R.S. § 43-2-303 have been met and are also incorporated and in line with the requirements enforced by the Town of Eagle's Land Use Development Code (LUDC). The request was reviewed for compliance with the LUDC "Applicability Criteria" in LUDC Section 4.17.100.G.2.

The request and application materials were provided to several Town departments and outside referral agencies listed in *Table 2* below.

Table 2. Referral Agency/Department Distribution List

Agency/Department	Comments
Greater Eagle Fire Protection District, Eagle County Paramedics, Eagle Valley Library District, Eagle County Commissioners, Eagle Community Development, Eagle County Public Works, Eagle County School District, Eagle County Conservation District, Eagle River Coalitions, Core Transit, Colorado Department of Transportation	No Comment
Town of Eagle Police, Finance, Sustainability, Economic Development and Housing, Open Space & Trails, Building Department	No Comment.
State Public Utility Commission, Black Hills Energy, CenturyLink, Holy Cross Electric Association, Inc., Comcast, Lumen	All utility providers who have infrastructure within the public alley support the Applicant's request for the vacation of the alley ROW if access and operations are maintained until such time that the Applicant sufficiently relocates the utility infrastructure.

Planning and Zoning Commission Review and Recommendation
The Planning and Zoning Commission heard the R.O.W. vacation request on June 16, 2026, and recommended approval with six commissioners voting yes and one commissioner voting no. A summary of the Planning and Zoning Commission's review is included in their meeting minutes in Attachment 5 of this memo.

Public Comment
Staff has received one public comment as of July 21, 2026. The comment is included in Attachment 6 of this memo.

Decision Making Criteria
The Town Council shall review and decide on an application for Vacation based on the following criteria in Table 3:

Table 3. LUDC Section 4.17.100.G.5-ROW Review, Recommendation, & Decision Making Criteria

Decision-Making Criteria	Staff Analysis/Findings
The vacation is consistent with the Comprehensive Plan.	The R.O.W vacation request is consistent with the following Goals and policies of the Elevate Eagle Comprehensive Plan, which are primarily tied to the needs met by the "Temporary Slope Easement" and "Non-Vehicular Access and Utility Easement" provided by the Applicant that will facilitate the advancement of the Town's Grand Avenue Multimodal Corridor Project: Goal 2-5; Policy 2-5.2. Enhance gateways and streetscapes to reflect the Town's unique identity, providing a clear sense of arrival. Goal 3-3; Policy 3-3.2. Improve the safety and efficiency of bicycle and pedestrian crossings throughout Town, with additional improvements along Grand Avenue/Highway 6. Goal 5-2; Policy 5-2.1. Ensure adequate access to and appropriate mobility options within the Town through improving circulation on US Highway 6/Grand Avenue and designing the vehicular network to anticipate future development and transportation needs. Goal 5-2; Policy 5-2.2. Ensure streets effectively accommodate transit, bicycles, pedestrians, and other transportation options as determined appropriate Goal 5-3; Policy 5-3.2. Ensure efficient multimodal connectivity between all residential areas and public destinations. Goal 5-4; Policy 5-4.1. Maintain public services and infrastructure per community expectations and Town standards.
The vacation will comply with the applicable standards of the LUDC.	The vacation request of the alley R.O.W was reviewed for compliance with LUDC Section 4.09.060.D - Standards for public, civic, and institutional uses, and public utilities. Vacation of the Alley ROW was found to comply with the following applicable statement tied to public utility land uses in the Town: "*Nothing in this LUDC shall be construed to prohibit construction or installation of a public utility use or structure necessary for transmission of commodities or services of a utility company, through mains or distribution lines, in any zone district*." The ROW Vacation complies with the LUDC, with staff's condition of approval that a "Conditional Access and Utility Easement" be established as outlined in Table 1 of this memo.

The street or alley is no longer needed for transportation, public utility, or drainage purposes.	This criterion is met with staff's condition of approval that a "Conditional Access and Utility Easement" be established as outlined in Table 1 of this memo.
No land adjoining the street or alley to be vacated shall be left, as a result of the vacation, without adequate public services or vehicular access.	This criterion is met with staff's condition of approval that a "Conditional Access and Utility Easement" be established as outlined in Table 1 of this memo.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:
The R.O.W Vacation is aligned with the Town's "Maintain & Modernize Critical Infrastructure" Strategic Plan Goals. The specific objectives and actions of this Strategic Plan goal are described in the bullet points below:

- "Evaluate and right-size the Grand Ave. scope of work based on the funding strategy."
- "Complete Phase 1 of Grand Ave. construction."

ACTION OR PROPOSED MOTION:
"I move to approve File number ROW24-01, Ordinance 10, Series 2026, with the listed conditions of approval, based on the testimony provided and the recommended findings of fact and conclusions of law as detailed in the staff report."

Conditions of Approval
Refer to Attachment 1, Ordinance 10, Series 2026 for legal language. The conditions below are extracted and paraphrased from the Ordinance.

1. If the ROW Vacation is approved, the Town will reserve a "Conditional Access and Utility Easement"

2. If the ROW Vacation is approved, the Applicant shall convey a permanent "Non-Vehicular Access and Utility Easement."

3. If the ROW Vacation is approved, the Applicant shall convey a "Temporary Slope Easement."

4. Pursuant to the authority granted in C.R.S., if the ROW Vacation is approved, the Town directs that the vacated ROW area is equally vested to the owners of the abutting land, effectively adjusting each abutting property line to the center of the alley.

ATTACHMENTS:

1. Ordinance 10, Series 2026
2. Non-Vehicular Access and Utility Easement Agreement
3. Temporary Slope Easement Agreement
4. Conditional Access and Utility Easement Agreement
5. P&Z Meeting Notes
6. Public Comment
7. ROW Vacation Request Narrative and Application Request

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 10
(SERIES OF 2026)

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO, VACATING A RIGHT OF WAY RUNNING NORTH-SOUTH THROUGH THE BLOCK BOUND BY CAPITOL STREET, GRAND AVENUE, HOWARD STREET AND EAST SECOND STREET

WHEREAS, Section 31-15-702(1)(a)(I), Colorado Revised Statutes ("C.R.S."), and Section 43-2-303(1)(a), C.R.S., permit the Town of Eagle (the "Town") to vacate by ordinance any platted or dedicated public street, road or other public way whether or not it has been used as such, following certain findings of fact; and

WHEREAS, courts have determined this statutory authority to be a purely legislative act; *Sutphin v. Mourning*, 642 P.2d 34 (Colo. App. 1981); and

WHEREAS, Eagle Municipal Code (the "Code") Section 4.17.100.G(5)(a) supplements state law by providing standards to review right-of-way vacations; and

WHEREAS, Eagle Multifamily, LLC (the "Applicant") owns or controls certain properties known as 104 and 110 Capitol Street, 217 E. Second Street, and 103, 123, and 137 Howard Street, (together the "Properties"); and

WHEREAS, the Applicant submitted an application to the Town ("Application") to vacate the right-of-way adjoining the Properties and 124 Capitol Street (together, "Block 13") and running north-south through the block bound by Capitol Street, Grand Avenue, Howard Street, and East Second Street (the "Right-of-Way"); and

WHEREAS, Applicant obtained authorization, consent, and agreement from the owner of 124 Capitol Street, 241 JAH LLC, to be bound by the effect of this Ordinance; and

WHEREAS, after the Right-of-Way is vacated, certain utilities will need to remain in place on Block 13 to serve existing buildings, which requires the dedication of conditional easement rights to the Town and other utility providers, until such time as Block 13 is redeveloped and the utilities are relocated; and

WHEREAS, the Town is in the process of designing and surveying necessary right-of-ways for the Grand Avenue Multimodal Corridor Project (the "Grand Avenue Project") as was prioritized in the 2021 Town Strategic Plan and 2021 Amended Comprehensive Plan; and

WHEREAS, by Resolution No. 69, Series 2025 the Town Council adopted the Grand Avenue Corridor Plan as a guidance document to inform future project phases, development review, and necessary right-of-way acquisition; and

WHEREAS, as part of the surveyed right-of-way for the Grand Avenue Project, the Town requires both temporary and permanent easements on Block 13; and

WHEREAS, public notice has been given as required by Sections 4.17.100(G)(4) and 4.17.050 of the Code; and

WHEREAS, said Application was reviewed before the Planning and Zoning Commission on June 16, 2026 in accordance with Section 4.17.100 of the Eagle Municipal Code; and

WHEREAS, the Planning and Zoning Commission has recommended to the Town Council of the Town of Eagle ("Town Council") that the Right-of-Way be vacated, conditioned upon the conveyance of certain easements necessary and required by the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE THAT:

Section 1. That the real property described as a right-of-way running north-south through the block bound by Capitol Street, Grand Avenue, Howard Street and East Second Street, as shown and described in **Exhibit A,** attached hereto, which constitute a public right-of-way dedicated to the Town of Eagle, situate in the County of Eagle, State of Colorado be, and the same hereby is, vacated as a public right-of-way (the "Right-of Way Vacation").

Section 2. That in accordance with Sections 4.17.100(G)(5)(a) of the Eagle Municipal Code, the Town Council finds and determines that vacation of the Right-of-Way is consistent with the Town's Comprehensive Plan; complies with the applicable standards of the Town's Land Use and Development Code; that the above-described right of way is no longer needed for transportation, public utility, or drainage purposes; and that no land adjoining the above-described right of way will be left, as a result of the vacation, without adequate public services or vehicular access.

Section 4. That, as a condition of this Right-of-Way Vacation, Town Council finds it necessary that the Applicant convey a conditional access and utility easement to the Town, in the form set forth in **Exhibit B**, until such time as the public utilities in the previously existing Right-of-Way are permanently relocated.

Section 5. That, as a condition of this Right-of-Way Vacation, Town Council finds it necessary that the Applicant convey a permanent non-vehicular access and utility easement to the Town, in the form set forth in **Exhibit C**, so that the Town may construct and maintain a sidewalk, as well as utility improvements and other municipal purposes.

Section 6. That, as a condition of this Right-of-Way Vacation, the Town Council finds it necessary that the Applicant convey a temporary slope easement to the Town, in the form set forth in **Exhibit D**, so that the Town may build, cut, or fill slopes related to construction in and around the Right-of-Way until such time as the Grand Avenue Project is completed.

Section 7. That, pursuant to the authority granted in C.R.S. Section 43-2-302(1)(c), the Town Council directs that the vacated Right-of-Way, as described in the legal description on Exhibit A, shall vest in and to the owners of the abutting land, each abutting owner taking to the center of the roadway.

Section 8. That, as soon as practicable, upon adoption of this Ordinance and the conveyance of the easements set forth in this Ordinance to the Town, the Clerk of the Town of Eagle shall file for record in the Office of the Eagle County Clerk and Recorder a certified copy of this Ordinance.

INTRODUCED AS AN ORDINANCE, READ, MOVED, AND ORDERED PUBLISHED ON _______________, 2026.

TOWN OF EAGLE, COLORADO

____
Bryan Woods, Mayor

ATTEST:

____
Camille Deering, Town Clerk

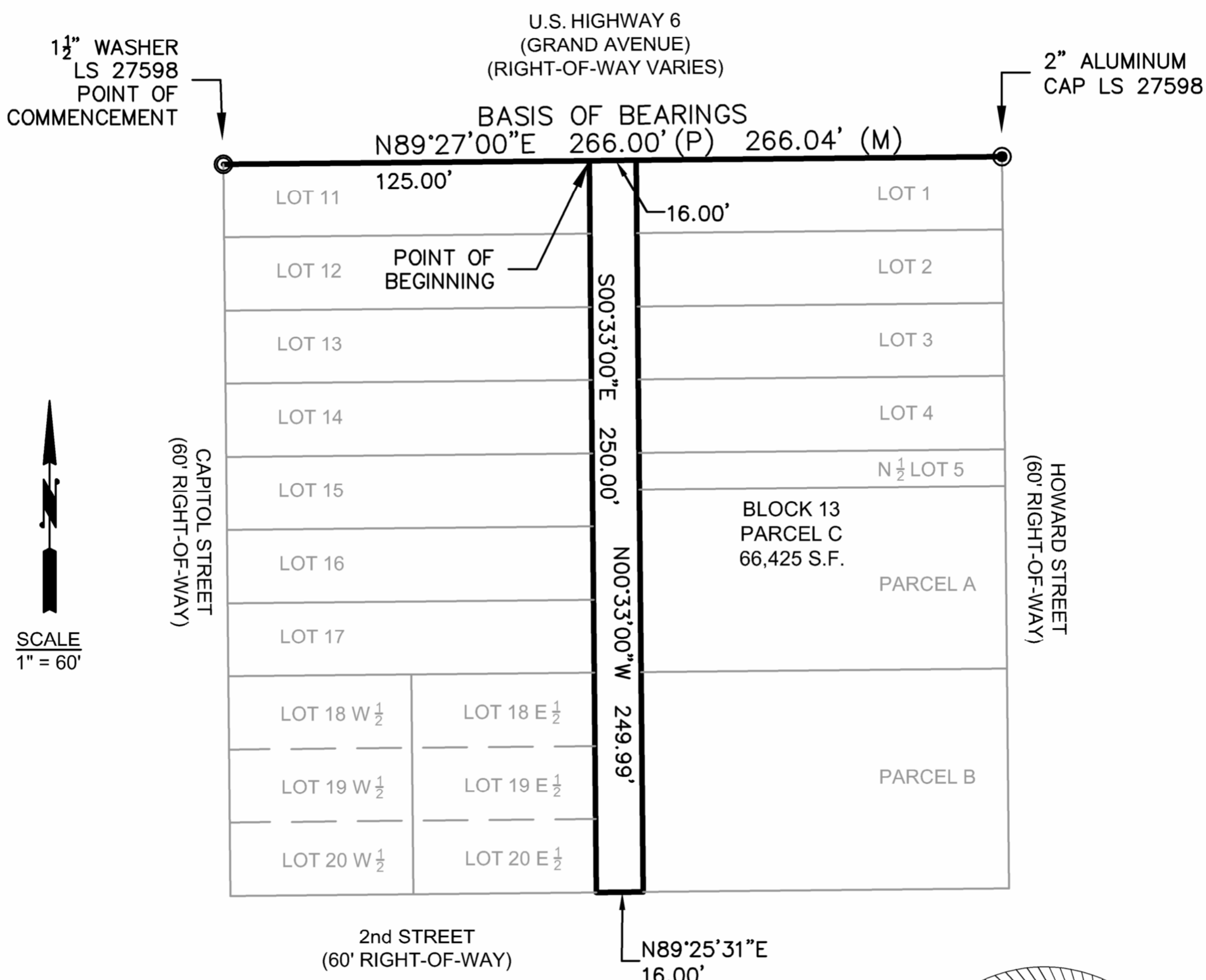
EXHIBIT A
SHEET 1 OF 1

LEGAL DESCRIPTION

A parcel of land for the purposes of a 16–foot alley situated in Section 32, Township 4 South, Range 84 West of the 6th Principal Meridian, being more particularly described as follows:

Commencing at a point marking the northwest corner of Lot 11, Block 13, Town of Eagle according to the plat thereof (R.N. 19050023 recorded January 1, 1905) monumented by a found 1½–inch diameter brass washer in a wall LS 27598, thence N 89°27'00"E a distance of 125.00 feet to the northeast corner of Lot 11, Block 13, Town of Eagle, the true point of beginning. Thence S 00°33'00"E a distance of 250.00 feet to the southeast corner of Lot 20, Block 13, Town of Eagle. Thence, N 89°25'31"E a distance of 16.00 feet to the southwest corner of Parcel B, Town of Eagle, A Resubdivision of the southerly one–half of Lot 5 and Lots 6 thru 10, Block 13 according to the plat thereof recorded October 2, 1997 in Book 739 at Page 307, Clerk and Recorder's Office, County of Eagle, State of Colorado. Thence N 00°33'00 W a distance of 249.99 to the northwest corner of Lot 1, Block 13, Town of Eagle. Thence S 89°27'00"W a distance of 16.00 feet to the northeast corner of Lot 11, Block 13, Town of Eagle, the true point of beginning; containing 0.092 acres more or less.

Bearings are based upon a point marking the northwest corner of Lot 11, Block 13, Town of Eagle monumented by a found 1½–inch diameter brass washer in wall LS 27598 and a point marking the northeast corner of Lot 1, Block 13, Town of Eagle monumented by a found 2–inch diameter aluminum cap on number 5 rebar LS 27598, as shown hereon and according to the plat thereof, the bearing being N 89°27'00"E a distance of 266.00 feet.



CERTIFICATION

I, Thomas S. Marcin, a Professional Land Surveyor in the State of Colorado, do hereby certify that this Exhibit was prepared by me or under my direct supervision, responsibility and checking. I further certify this is not a monumented land survey, Land Survey Plat, Improvement Survey Plat, or an Improvement Location Certificate.

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
THOMAS S. MARCIN
37999
07.07.26

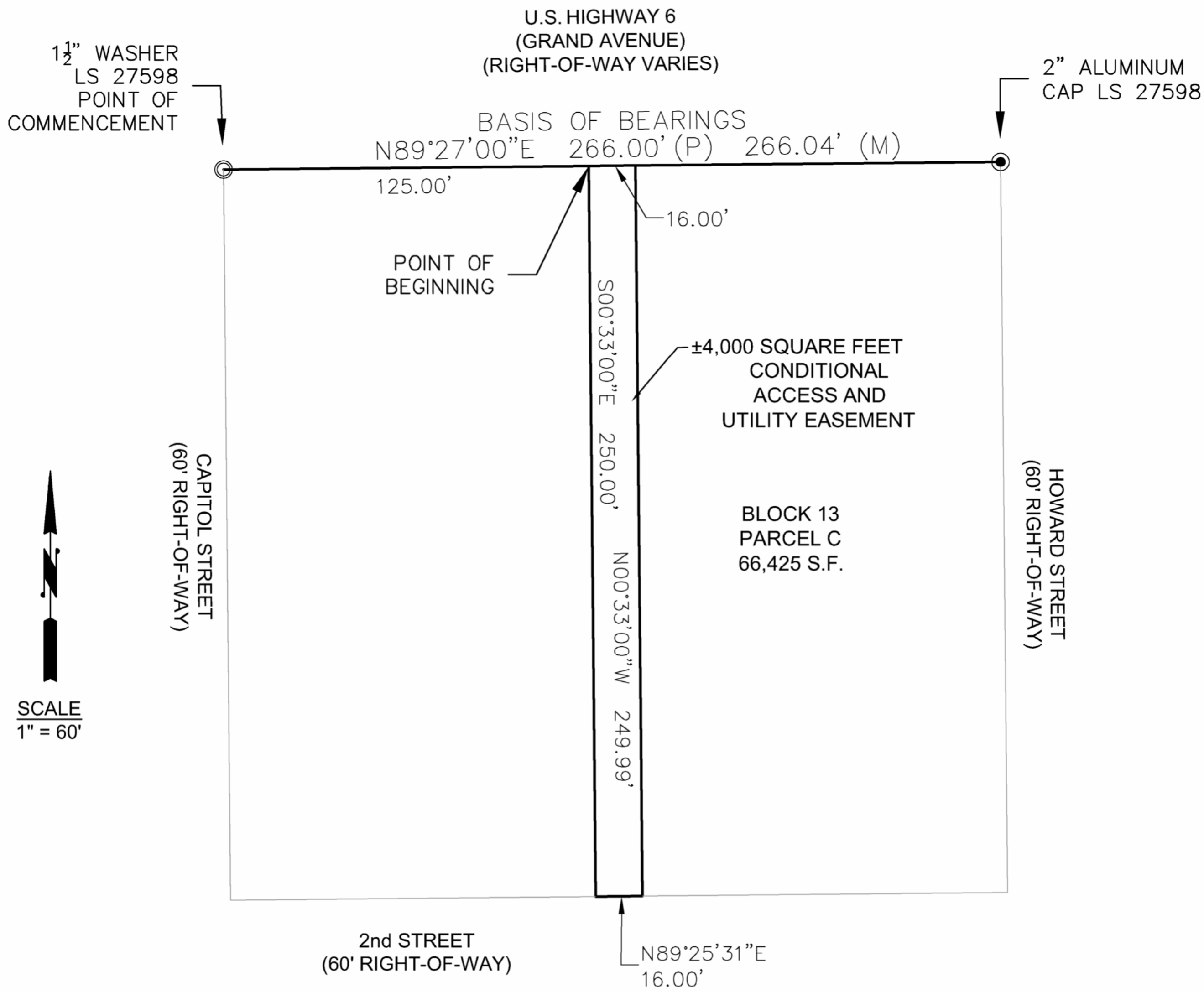
Thomas S. Marcin, PLS 37999

23095 – Alley Vacation Exhibit.dwg

MARCIN ENGINEERING LLC
P.O. Box 1062
AVON, CO 81620
(970) 748-0274
(970) 748-9021 FAX

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.

EXHIBIT B
CONDITIONAL ACCESS AND UTILITY EASEMENT



LEGAL DESCRIPTION

A conditional non–exclusive access and utility easement for utilities and associated improvements, and the right of vehicular and pedestrian access described as the following:

Commencing at a point on Parcel C, Block 13, Town of Eagle monumented by a 1 ½" diameter brass tag set in a wall stamped Peak Land Consultant LS 27598, thence N89°27'00"E 125.00' to the true point of beginning:

Thence S00°33'00"E 250.00' to a point, thence N89°27'00"E 16.00' to a point, thence N00°33'00"W 250.00' to a point, thence S89°27'00"W 16.00' to the point of beginning.

Containing 4,000.00 sq.ft., more or less.

CERTIFICATION
I, Thomas S. Marcin, a Professional Land Surveyor in the State of Colorado, do hereby certify that this Exhibit was prepared by me or under my direct supervision, responsibility and checking. I further certify this is not a monumented land survey, Land Survey Plat, Improvement Survey Plat, or an Improvement Location Certificate.

Thomas S. Marcin, PLS 37999

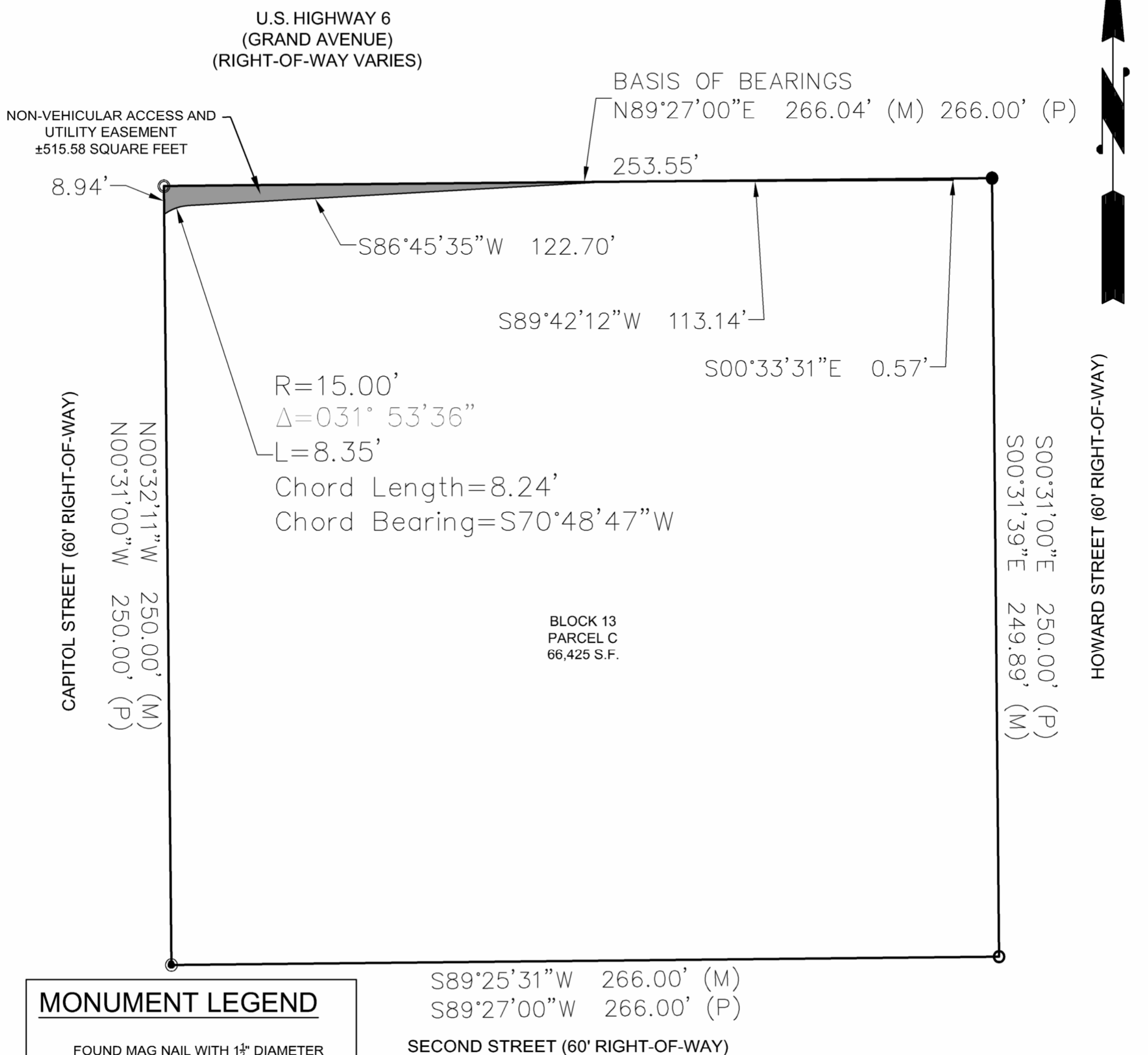
COLORADO LICENSED
THOMAS S. MARCIN
37999
07.16.26
PROFESSIONAL LAND SURVEYOR

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.

MARCIN ENGINEERING LLC
P.O. Box 1062
AVON, CO 81620
(970) 748-0274
(970) 748-9021 FAX

EXHIBIT C

NON-VEHICULAR ACCESS AND UTILITY EASEMENT



MONUMENT LEGEND

- ◎ FOUND MAG NAIL WITH $1\frac{1}{2}$" DIAMETER BRASS TAG SET IN A WALL STAMPED PEAK LAND CONSULTANTS LS 27598
- ● FOUND 18" NUMBER 5 REBAR WITH 2" DIAMETER ALUMINUM CAP STAMPED PEAK LAND CONSULTANTS LS 27598
- ○ FOUND $1\frac{1}{2}$" DIAMETER ALUMINUM CAP ON NUMBER 5 REBAR WITH ILLEGIBLE LS
- ⦿ SET $1\frac{1}{2}$" DIAMETER ALUMINUM CAP ON NUMBER 5 REBAR LS 37999

LEGAL DESCRIPTION

A non exclusive easement for public access described as the following:

The point of beginning being a found mag nail with a $1\frac{1}{2}$" diameter brass tag set in a wall stamped Peak Land Consultant LS 27598 situated at the northwest corner of Parcel C, Block 13, Town of Eagle (R.N. 19050023), thence N89°27'00"E 253.55' to a point, thence S00°33'31"E 0.57", thence S89°42'12"W 113.14' to a point, thence S86°45'35"W 122.70' to a point, thence on a non-tangent curve to the left with a radius of 15.00' having an arc length of 8.24' and a chord bearing of S70°48'47"W 8.24' to a point, thence N00°32'11"W 8.94' to the point of beginning, containing 515.58 sq.ft. more or less.

GRAPHIC SCALE

0 50 75 100 150

(IN FEET)
1 inch = 50 ft.

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.

CERTIFICATION

I, Thomas S. Marcin, a Professional Land Surveyor in the State of Colorado, do hereby certify that this Exhibit was prepared by me or under my direct supervision, responsibility and checking. I further certify this is not a monumented land survey, Land Survey Plat, Improvement Survey Plat, or an Improvement Location Certificate.

COLORADO LICENSED
THOMAS S. MARCIN
37999
07.16.26
PROFESSIONAL LAND SURVEYOR

Thomas S. Marcin, PLS 37999

MARCIN ENGINEERING LLC
P.O. Box 1062
AVON, CO 81620
(970) 748-0274
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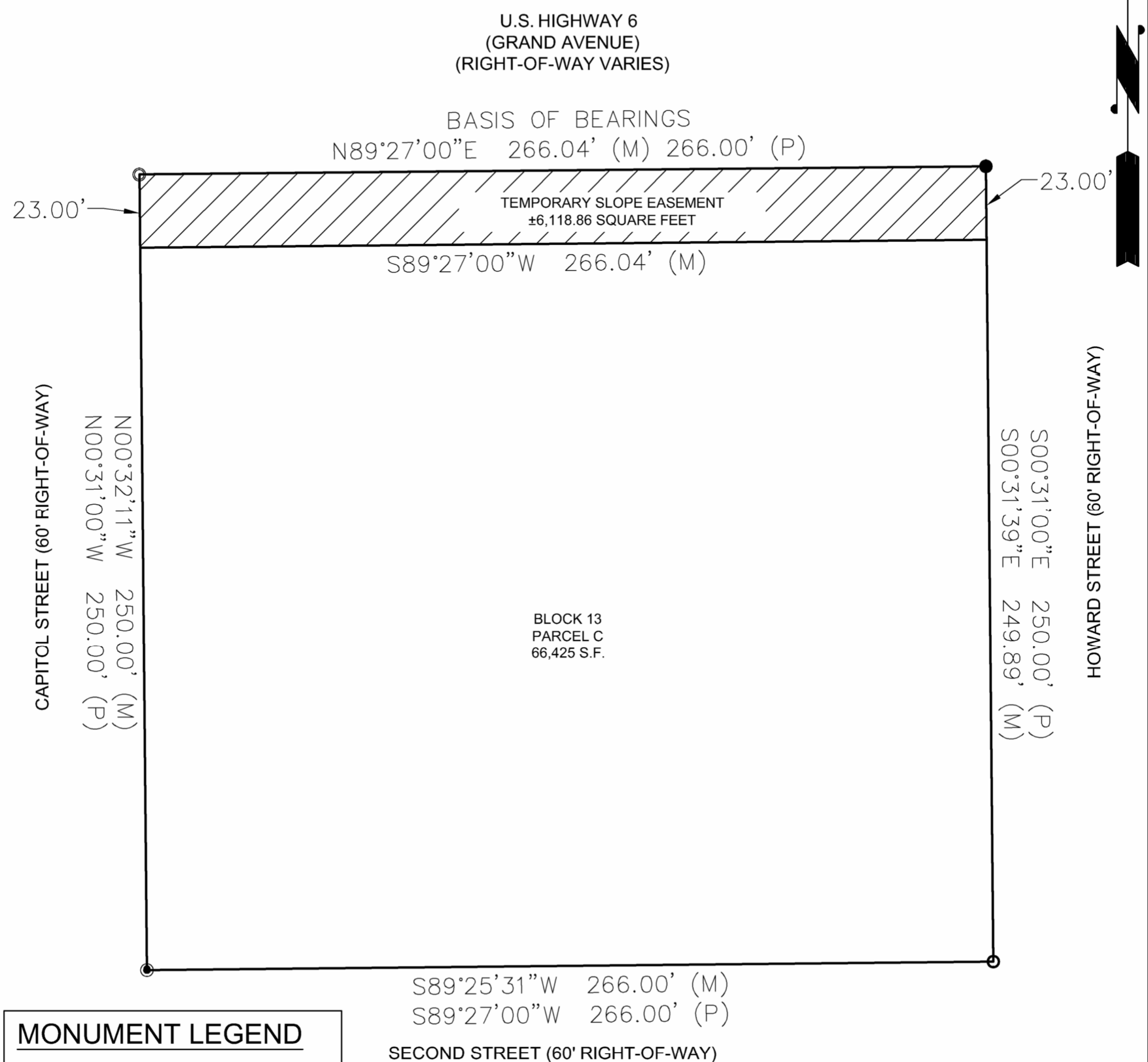
EXHIBIT D
TEMPORARY SLOPE EASEMENT



MONUMENT LEGEND

- ◎ FOUND MAG NAIL WITH 1½" DIAMETER BRASS TAG SET IN A WALL STAMPED PEAK LAND CONSULTANTS LS 27598
- ● FOUND 18" NUMBER 5 REBAR WITH 2" DIAMETER ALUMINUM CAP STAMPED PEAK LAND CONSULTANTS LS 27598
- ○ FOUND 1½" DIAMETER ALUMINUM CAP ON NUMBER 5 REBAR WITH ILLEGIBLE LS
- ⊙ SET 1½" DIAMETER ALUMINUM CAP ON NUMBER 5 REBAR LS 37999

LEGAL DESCRIPTION

A non exclusive easement for temporary construction activities described as the following:

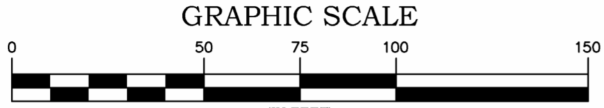
The point of beginning being a found mag nail with a 1 ½" diameter brass tag set in a wall stamped Peak Land Consultant LS 27598 situated at the northwest corner of Parcel C, Block 13, Town of Eagle, thence N89°27'00"E 266.04' to a number 5 rebar with a 2" diameter aluminum cap stamped Peak Land Consultants LS 27598, thence S00°31'39"E 23.00' to a point, thence S89°27'00"W 266.04' to a point, thence N00°32'11"W 23.00' to the point of beginning. Containing 6,118.86 sq.ft., more or less.

CERTIFICATION

I, Thomas S. Marcin, a Professional Land Surveyor in the State of Colorado, do hereby certify that this Exhibit was prepared by me or under my direct supervision, responsibility and checking. I further certify this is not a monumented land survey, Land Survey Plat, Improvement Survey Plat, or an Improvement Location Certificate.

Thomas S. Marcin, PLS 37999

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

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.

MARCIN ENGINEERING LLC
P.O. Box 1062
AVON, CO 81620
(970) 748-0274
(970) 748-9021 FAX

NON-VEHICULAR ACCESS AND UTILITY EASEMENT AGREEMENT

THIS NON-VEHICULAR ACCESS AND UTILITY EASEMENT AGREEMENT (this "**Agreement**") is made this ______ day of ________________, 2026 (the "**Effective Date**"), by and between EAGLE MULTIFAMILY LLC, a Colorado limited liability company (together with its successors and assigns, "**Grantor**") and the TOWN OF EAGLE, COLORADO, a home rule municipal corporation of the State of Colorado (together with its successors and assigns, "**Grantee**").

RECITALS

This Agreement is made with respect to the following facts:

A. Grantor owns certain real property legally described in Exhibit A attached hereto and incorporated herein by this reference (the "**Grantor Property**").

B. In connection with the construction of certain public improvements adjacent to the Grantor Property, Grantee desires to construct a sidewalk for pedestrian use (the "**Work**") across the northwest corner of the Grantor Property, more specifically within the area legally described and depicted on Exhibit B attached hereto and incorporated herein by this reference (the "**Easement Area**").

C. Subject to the terms and conditions set forth herein, Grantor now desires to grant to Grantee a perpetual, non-exclusive pedestrian access easement over the Easement Area, and Grantee desires to accept such grant.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, for the benefit of Grantee, its contractors, agents, employees, consultants, utility providers, emergency responders, and other authorized representatives acting on behalf of Grantee (the "**Permittees**"), and for ingress and egress use by the general public, a perpetual, non-exclusive easement in, over, under, upon, across, and through the Easement Area (the "**Easement**") for the purposes herein defined.

2. Easement Purposes.

(a) *Public Access*. The purpose of this Easement includes the right of Grantee and the public to use the Easement Area for lawful non-vehicular travel, passage, circulation, including but not limited to pedestrian travel, bicycles, electric-assisted bicycles, electric scooters, and all other reasonable and foreseeable municipal and non-vehicular public uses.

(b) *Improvements*. The purpose of this Easement includes the right of Grantee and the Permittees to survey, design, construct, install, reconstruct, improve, operate, regulate, inspect, maintain, repair, replace, alter, widen, resurface, relocate, and remove public non-vehicular transportation facilities and related public improvements within the Easement Area, including sidewalks, pathways, trails, shared-use paths, bicycle and pedestrian facilities, crosswalks, ramps, signage, striping, pavement markings, lighting, landscaping, irrigation, drainage improvements, utility improvements, safety features, and related appurtenances. Such right includes temporary access, staging, and storage of materials and equipment within the Easement Area as reasonably necessary to perform the foregoing activities.

(c) *Other Municipal Purposes*. The purpose of this Easement includes the right of Grantee and the Permittees to establish and maintain connections to adjacent streets, sidewalks, trails, paths, rights-of-way, and related public facilities, and to install, operate, maintain, repair, replace, relocate, alter, and remove utilities, drainage facilities, stormwater improvements, and related public infrastructure serving or associated with the Easement Area, including water, sanitary sewer, storm sewer, electric, gas, communications, lighting, signal, and similar facilities. Such right includes temporary access, staging, and storage of materials and equipment within the Easement Area as reasonably necessary to perform the foregoing activities.

(d) *Regulation*. Nothing herein shall be construed to limit the Grantee's ability to regulate and control use of the Easement Area, including adopting and enforcing reasonable rules, signage, markings, closures, detours, traffic controls, and safety measures, and may temporarily restrict or close all or any portion of the Easement Area as reasonably necessary for construction, maintenance, repairs, utility work, emergency response, public safety, or other municipal purposes. Any such regulation shall not interfere with Grantor Reserved Rights nor impede access, for emergency purposes or otherwise, to the Grantor Property, except with prior written consent from Grantor.

3. Limitations on Scope of Easement. Except for vehicles, equipment, and machinery used or authorized by Grantee in connection with the purposes of this Easement pursuant to Sections 2(b), 2(c), and 2(d), no right of general motor-vehicle travel or parking is permitted within the Easement Area.

4. Grantor Reserved Rights. Grantor reserves for itself the right to use the Easement Area and to grant easements and other interest in, and permit others to use, the Easement Area, so long as such grants and uses are not inconsistent with this Agreement, and so long as such grants and uses do not impair, endanger or interfere or conflict with Grantee's full enjoyment of the rights hereby granted with respect to the Easement, including, without limitation, utility and access easements in furtherance of development of the Grantor Property ("**Grantor Reserved Rights**"). In connection with any development of the Grantor Property, the Easement Area shall be included within any required setbacks. For the avoidance of doubt, any structures on the Grantor Property shall not be required to be "setback" from the Easement Area.

5. Construction of Work. Grantee's completion of the Work will be conducted in a good and workmanlike manner, and in accordance with all federal, state, and local requirements, regulations, ordinances, and laws applicable to the Grantor Property with respect to the exercise of its rights under the Easement. Grantee will take reasonably necessary and appropriate safety measures with respect to its exercise of the Easement and its use of the Easement Area. At least ten (10) business days prior to starting the Work, Grantee will provide written notice to the Grantor setting forth the anticipated schedule for the Work. Grantee acknowledges there may be pre-existing or future improvements placed underground within the Easement Area, particularly with respect to Grantor's development of the Grantor Property. In addition to providing notice pursuant to this Section 5, Grantee shall communicate and cooperate with Grantor to avoid disruption to any such improvements. Promptly following completion of the Work, Grantee shall deliver to Grantor a set of field record drawings and specifications reflecting as-built conditions of the Easement Area.

6. Restoration. Grantee will not take any action which impairs the lateral or subjacent support of the Grantor Property, or improvements, facilities, and/or structures thereon, nor disrupts any underground improvements ("**Grantor Property Improvements**") within the Easement Area. If the Work impairs the Grantor Property Improvements, Grantee will restore the Grantor Property to the condition as existed prior to Grantee's entry thereon, except as necessarily modified for the Work. Grantee will reimburse Grantor on demand for all expenses Grantor incurs in repairing any damage resulting directly from activities pursuant to this Agreement if Grantee does not promptly repair such damage.

7. Cooperation. Grantor may notify Grantee in writing of any apparent unauthorized uses of the Easement Area in violation of the terms of this Agreement. Upon receipt of any such written notification, Grantee shall evaluate the unauthorized use and take any and all reasonably necessary steps to prevent further unauthorized use of the Easement Area. Nothing herein shall be deemed to limit or restrict Grantor's rights to enforce the terms and conditions of this Agreement.

8. Insurance. Grantee will, at its sole expense, maintain commercial general liability insurance against claims for bodily injury, death or property damage, occurring in, on or about the Easement Area, or resulting from the use or maintenance thereof, in an amount of at least $1,000,000 for each occurrence and $2,000,000 in the aggregate. Grantee will also, at its sole expense maintain employer's liability insurance for workmen's compensation in an amount not less than the statutory limits of coverage. Such insurance shall name Grantor as an additional insured thereunder.

9. Mechanics' Liens. Grantee will not cause or allow any mechanics' or materialmen's liens to be filed against the Easement Area as a result of any work performed or material furnished on behalf of Grantee (a "**Lien**"). If a Lien is filed, Grantee will, at its sole cost and expense, cause the Lien to be discharged or bonded off of record not later than 45 days after Grantee's receipt of notice of the filing of such Lien. In the event that such Lien is not discharged or bonded off of record within such 45 days, Grantor may, but will have no obligation to, defend, prosecute or pursue any action that Grantor deems reasonably necessary to discharge the Lien, and Grantee will promptly reimburse Grantor's out-of-pocket expenses incurred in connection therewith upon demand therefor by Grantor, subject to Grantor's delivery to Grantee of reasonable documentation (i.e., invoices, receipts, etc.) of such expenses.

10. Governmental Immunity Act. No term or condition of this Agreement will be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq.

11. Default; Remedies. In the event of default in the performance of any of the obligations set forth herein which the defaulting party does not cure within 30 days after written notice of such default from the non-defaulting party (or in the case of a default that would reasonably take more than 30 days to cure, if the defaulting party will fail to undertake substantial action to cure such default within such 30 days after written notice of default and thereafter diligently pursue completion of such cure), the non-defaulting party will have all remedies that may be available to it in law or equity.

12. Notices. All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been duly delivered upon personal delivery; or as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or as of actual delivery (or refused delivery) after deposit with Federal Express or a similar national overnight courier service that provides evidence of receipt, addressed as follows below:

If to Grantor:

Eagle Multifamily LLC
P.O. Box 3145
Eagle, CO 81631
Attn: Todd Morrison
Email: todd@pcwbuilds.com

With a copy to:

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 Seventeenth Street, Suite 1600
Denver, CO 80202
Attention: Diana Caruso Jenkins
Email: djenkins@ottenjohnson.com

If to Grantee:

[insert prior to execution]

With a copy to:

[insert prior to execution]

Any party may change its address or contact information by the giving of written notice to the other party in accordance with this Section 11.

13. Third-Party Beneficiaries. It is mutually agreed that enforcement of the terms and conditions of this Agreement will be strictly reserved to the parties and their respective successors and assigns, and nothing contained in this Agreement will give or allow any claim or right of action under this Agreement by any other person.

14. Attorneys' Fees. In the event a party files a suit to enforce this Agreement or any provisions contained herein, the prevailing party in such suit will be entitled to recover, in addition to all other awards, reasonable attorneys' fees and court costs incurred in such suit.

15. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado.

16. Binding Effect; Recordation. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement will be recorded in the real property records of the Clerk and Recorder for Eagle County, Colorado, and, upon such recordation, this Agreement will run with title to the Easement Area and Grantor Property.

17. Entire Agreement; Modification. This Agreement sets forth the entire understanding between the parties regarding the matters addressed herein, and supersedes any previous communications, representations or agreement, whether oral or written. This Agreement will not be amended except by written instrument signed by all parties. In the event an owners association is established on the Grantor Property, the board of directors of such owners association shall serve as the authorized party to any amendment to this Agreement on behalf of the represented owners.

18. Counterparts. This Agreement may be executed in any number of counterparts each of which will be deemed an original instrument but all of which together will constitute one and the same instrument.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the Effective Date.

GRANTOR:

EAGLE MULTIFAMILY LLC, a Colorado limited liability company

By: ______________________________________
Name: ______________________________________
Its: ______________________________________

STATE OF ___________________________)
) ss.
COUNTY OF _________________________)

The foregoing instrument was acknowledged by me this ____ day of ________________, 2026, by _______________________, as ____________________ of EAGLE MULTIFAMILY LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: ______________________________________

____
Notary Public

GRANTEE:

TOWN OF EAGLE, COLORADO, a home rule municipal corporation of the State of Colorado

By: ________________________________
Name: ________________________________
Its: ________________________________

ATTEST:

____
Town Clerk

APPROVED AS TO FORM:

____
Town Attorney

<u>**Lender Consent**</u>

Anne Marie Estevez, an individual, ("**Lender**") being the beneficiary of the Deed of Trust recorded October 7, 2024, in the real property records of Eagle County, Colorado at Reception No. 202412009 (as amended, the "**Deed of Trust**") encumbering the real property more particularly described in the Deed of Trust (the "**Property**"), for itself and its successors and assigns, hereby consents to and approves the foregoing Easement, and agrees that the lien of the Deed of Trust is subject and subordinate to such Easement.

LENDER:

Anne Marie Estevez, an individual

By: ____
Name: ______________________________________
Title: _______________________________________

STATE OF)
) ss.
COUNTY OF _________________)

The foregoing Lender Consent was acknowledged before me this ____ day of __________________ 2026, by ___________________________, an individual.

My commission expires: ____________________.

Witness my hand and official seal.

____

Notary Public

EXHIBIT A
GRANTOR PROPERTY

LOTS 1, 2, 3, 4 AND THE NORTH ½ OF LOT 5, BLOCK 13, TOWN OF EAGLE, ACCORDING TO THE PLAT RECORDED JANUARY 1, 1876 IN BOOK E AT PAGE 2, COUNTY OF EAGLE, STATE OF COLORADO

LOTS 11, 12, 13 AND 14, BLOCK 13, TOWN OF EAGLE, ACCORDING TO THE PLAT RECORDED JANUARY 1, 1876 IN BOOK E AT PAGE 2, COUNTY OF EAGLE, STATE OF COLORADO

LOT 15, BLOCK 13, TOWN OF EAGLE, ACCORDING TO THE PLAT RECORDED JANUARY 1, 1876 IN BOOK E AT PAGE 2, COUNTY OF EAGLE, STATE OF COLORADO

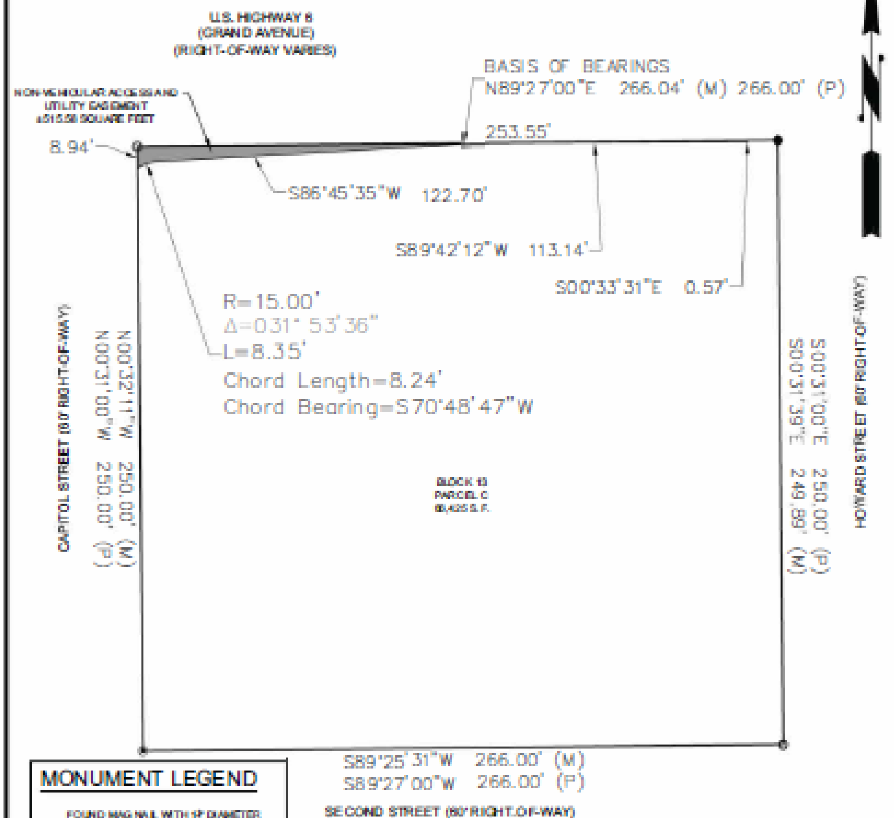
PARCEL A, A RESUBDIVISION OF THE SOUTHERLY HALF OF LOT 5 AND LOTS 6, 7, 8, 9 AND 10, BLOCK 13, TOWN OF EAGLE, ACCORDING TO THE FINAL PLAT RECORDED OCTOBER 2, 1997 IN BOOK 739 AT PAGE 307, COUNTY OF EAGLE, STATE OF COLORADO

PARCEL B, A RESUBDIVISION OF THE SOUTHERLY HALF OF LOT 5 AND LOTS 6, 7, 8, 9 AND 10, BLOCK 13, TOWN OF EAGLE, ACCORDING TO THE FINAL PLAT RECORDED OCTOBER 2, 1997 IN BOOK 739 AT PAGE 307, COUNTY OF EAGLE, STATE OF COLORADO

THE EAST ½ OF LOTS 18, 19 AND 20, BLOCK 13, TOWN OF EAGLE, ACCORDING TO THE PLAT RECORDED JANUARY 1, 1876 IN BOOK E AT PAGE 2, COUNTY OF EAGLE, STATE OF COLORADO

EXHIBIT B
EASEMENT AREA

NON-VEHICULAR ACCESS AND UTILITY EASEMENT



MONUMENT LEGEND

- FOUND MAG NAIL WITH 1½" DIAMETER BRASS TAG SET IN A WALL STAMPED PEAK LAND CONSULTANTS LS 27598
- FOUND 18" NUMBER 5 REBAR WITH 2" DIAMETER ALUMINUM CAP STAMPED PEAK LAND CONSULTANTS LS 27598
- FOUND 1½" DIAMETER ALUMINUM CAP ON NUMBER 5 REBAR WITH ILLEGIBLE LS
- SET 1½" DIAMETER ALUMINUM CAP ON NUMBER 5 REBAR LS 37999

LEGAL DESCRIPTION

A non exclusive easement for public access described as the following:

The point of beginning being a found mag nail with a 1 ½" diameter brass tag set in a wall stamped Peak Land Consultant LS 27598 situated at the northwest corner of Parcel C, Block 13, Town of Eagle (R.N. 19050023), thence N89°27'00"E 253.55' to a point, thence S00°33'31"E 0.57", thence S89°42'12"W 113.14' to a point, thence S86°45'35"W 122.70' to a point, thence on a non-tangent curve to the left with a radius of 15.00' having an arc length of 8.24' and a chord bearing of S70°48'47"W 8.24' to a point, thence N00°32'11"W 8.94' to the point of beginning, containing 515.58 sq.ft. more or less.

GRAPHIC SCALE

0 50 75 100 150

(IN FEET)
1 inch = 50 ft.

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.

CERTIFICATION
I, Thomas S. Marcin, a Professional Land Surveyor in the State of Colorado, do hereby certify that this Exhibit was prepared by me or under my direct supervision, responsibility and checking. I further certify this is not a monumented land survey, Land Survey Plat, Improvement Survey Plat, or an Improvement Location Certificate.

COLORADO LICENSED THOMAS S. MARCIN 37999 07.16.26 PROFESSIONAL LAND SURVEYOR

Thomas S. Marcin, PLS 37999

MARCIN ENGINEERING LLC
P.O. Box 1062
AVON, CO 81620
(970) 748-0274
(970) 748-9021 FAX

TEMPORARY SLOPE EASEMENT AGREEMENT

THIS TEMPORARY SLOPE EASEMENT AGREEMENT (this "**Agreement**") is made and entered into as of this _____ day of _______________, 2026 ("**Effective Date**"), by and between EAGLE MULTIFAMILY LLC, a Colorado limited liability company (together with its successors and assigns, "**Grantor**") and the TOWN OF EAGLE, COLORADO, a home rule municipal corporation of the State of Colorado (together with its successors and assigns, "**Grantee**").

RECITALS

This Agreement is made with respect to the following facts:

A. Grantor owns certain real property commonly known as 104 and 110 Capitol Street, 217 East Second Street, and 103, 123, and 137 Howard Street in the town of Eagle, Colorado, legally described in Exhibit A attached hereto and incorporated herein by this reference (the "**Grantor Property**").

B. Grantor Property includes an existing slope that provides structural support to the adjacent Grantee-owned property, which property will be developed as part of Grantee's Grand Avenue Multimodal Corridor Project.

C. As part of Grantee's Grand Avenue Multimodal Corridor Project, Grantee desires to construct certain public improvements on the Grantee-owned property directly adjacent to the Grantor Property, which requires Grantee to undertake certain grading and stabilization work on the Grantor Property including alterations to the slope (the "**Slope Work**").

D. In connection with the construction activity required to complete the Slope Work, Grantee requires a temporary non-exclusive slope easement over and across a portion of the Grantor Property, more specifically within the area legally described and depicted on Exhibit B attached hereto and incorporated herein by this reference (the "**Easement Area**").

E. Subject to the terms and conditions set forth herein, Grantor now desires to grant to Grantee a temporary non-exclusive slope easement over the Easement Area, and Grantee desires to accept such grant.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, for its use and the use of its contractors, subcontractors, agents, employees, architects, consultants, utility providers, emergency responders, and other authorized representatives acting on behalf of Grantee (collectively, "**Permittees**") a temporary non-exclusive easement (the "**Slope Easement**") in, over, under, upon, across, and through the Easement Area for the purpose of permitting Grantee and its Permittees to access, establish, construct, maintain, repair, and reconstruct slopes of cuts

and fills, together with such related improvements necessary in connection therewith, for the purpose of ensuring the proper construction, operation, and support for the Slope Work, including the right of vehicular and pedestrian access in connection with such Slope Work.

2. Term. The term of the Slope Easement will commence on the Effective Date and will automatically terminate on the earlier of: (i) completion of the Restoration Work, defined below, and as evidenced by written notice from the Town Engineer for Grantee to Grantor that the Slope Easement is no longer needed; or (ii) 18 months following commencement of the Slope Work (the "**Term**"). Grantor may record a notice of termination of the Easement upon written consent by Grantee.

3. Slope Covenant. Grantor further covenants that the existing slope within the Easement Area shall remain in place until such time as it is replaced by a retaining wall or other sufficient stabilization infrastructure, approved by the Town Engineer, which approval shall not be unreasonably withheld. Grantee shall have the right to maintain and repair the Easement Area during this time to ensure structural support for the adjacent Grantee-owned property ("**Support Work**"). This Section 3 shall run with the land and survive expiration of the Term.

4. Grantor Reserved Rights. Grantor reserves for itself the right to use the Easement Area and to grant easements and other interest in, and permit others to use, the Easement Area, so long as such grants and uses are not inconsistent with this Agreement, and so long as such grants and uses do not impair, endanger or interfere or conflict with Grantee's full enjoyment of the rights hereby granted with respect to the Slope Easement, including, without limitation, utility and access easements in furtherance of development of the Grantor Property.

5. Construction of Slope Work. Grantee's completion of the Slope Work will be conducted in a good and workmanlike manner and in accordance with all federal, state, and local requirements, regulations, ordinances, and laws applicable to the Grantor Property with respect to the exercise of its rights under the Slope Easement. Grantee will take reasonably necessary and appropriate safety measures with respect to its exercise of the Slope Easement and its use of the Easement Area. At least five business days prior to starting the Slope Work, Grantee will provide written notice to the Grantor setting forth the anticipated schedule for the Slope Work. Promptly following completion of the Slope Work, Grantee shall deliver to Grantor a set of field record drawings and specifications reflecting as-built conditions of the Easement Area.

6. Restoration Work. Promptly upon completion of the Slope Work, Grantee will restore the Easement Area to a substantially similar condition as existed prior to Grantee's entry thereon, except as necessarily modified for the Slope Work (the "**Restoration Work**"). This obligation to complete the Restoration Work shall survive expiration of the Term.

7. Damage. If Grantee's activities under this Agreement directly cause damage to the Grantor Property, Grantor shall promptly provide written notice of default describing the damage no later than three (3) months following completion of the Slope Work, Restoration Work, or the occurrence of a Support Work activity. Upon the written notice, Grantee will, commence restoration or repair of the affected area and will diligently pursue such work to completion. If Grantee fails to commence such restoration or repair within the cure period, Grantor may perform the necessary repairs or restoration, and Grantee shall reimburse Grantor for the reasonable and

documented expenses Grantor incurs in repairing the damage, subject to applicable law and annual appropriations of the Grantee if not covered by insurance. This Section 7 shall run with the land and survive expiration of the Term.

8. Insurance. During the Term, Grantee will, at its sole expense, maintain commercial general liability insurance against claims for bodily injury, death or property damage, occurring in, on or about the Easement Area, or resulting from the use or maintenance thereof, in an amount of at least $1,000,000 for each occurrence and $2,000,000 in the aggregate. During the Term, Grantee will also, at its sole expense, maintain employer's liability insurance for workmen's compensation in an amount not less than the statutory limits of coverage. Such insurance names Grantor as an additional insured thereunder.

9. Mechanics' Liens. Grantee will not cause or allow any mechanics' or materialmen's liens to be filed against the Easement Area as a result of any work performed or material furnished on behalf of Grantee (a "**Lien**"). If a Lien is filed, Grantee will, at its sole cost and expense, cause the Lien to be discharged or bonded off of record not later than 45 days after Grantee's receipt of notice of the filing of such Lien. In the event that such Lien is not discharged or bonded off of record within such 45 days, Grantor may, but will have no obligation to, defend, prosecute or pursue any action that Grantor deems reasonably necessary to discharge the Lien, and Grantee will promptly reimburse Grantor's out-of-pocket expenses incurred in connection therewith upon demand therefor by Grantor, subject to Grantor's delivery to Grantee of reasonable documentation (i.e., invoices, receipts, etc.) of such expenses.

10. Lateral and Subjacent Support. Grantee will not take any action which impairs the lateral or subjacent support of the Grantor Property, or improvements, facilities, and/or structures thereon. If Grantee's Slope Work causes such impairment, Grantee will, following written notice of default from Grantor describing the damage, commence restoration or repair of the affected area to the condition as existed prior to Grantee's entry thereon, except as necessarily modified for the Slope Work, and shall diligently pursue such work to completion. If Grantee fails to commence the restoration or repair within the cure period, Grantor may perform the necessary work, and Grantee will reimburse Grantor for the reasonable and documented expenses Grantor incurs in repairing the damage.

11. Governmental Immunity Act. No term or condition of this Agreement will be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq.

12. Default; Remedies. In the event of default in the performance of any of the obligations set forth herein which the defaulting party does not cure within 30 days after written notice of such default from the non-defaulting party (or in the case of a default that would reasonably take more than 30 days to cure, if the defaulting party will fail to undertake substantial action to cure such default within such 30 days after written notice of default and thereafter diligently pursue completion of such cure), the non-defaulting party will have all remedies that may be available to it in law or equity.

13. Notices. All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been duly delivered upon personal delivery; or as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or as of actual delivery (or refused delivery) after deposit with Federal Express or a similar national overnight courier service that provides evidence of receipt, addressed as follows below:

If to Grantor:

Eagle Multifamily LLC
P.O. Box 3145
Eagle, CO 81631
Attn: Todd Morrison
Email: todd@pcwbuilds.com

With a copy to:

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 Seventeenth Street, Suite 1600
Denver, CO 80202
Attention: Diana Caruso Jenkins
Email: djenkins@ottenjohnson.com

If to Grantee:

[insert prior to execution]

With a copy to:

[insert prior to execution]

Any party may change its address or contact information by the giving of written notice to the other party in accordance with this Section 13.

14. Third-Party Beneficiaries. It is mutually agreed that enforcement of the terms and conditions of this Agreement will be strictly reserved to the parties and their respective successors and assigns, and nothing contained in this Agreement will give or allow any claim or right of action under this Agreement by any other person.

15. Attorneys' Fees. In the event a party files a suit to enforce this Agreement or any provisions contained herein, the prevailing party in such suit will be entitled to recover, in addition to all other awards, reasonable attorneys' fees and court costs incurred in such suit.

16. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado.

17. Binding Effect; Recordation. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement will be

recorded in the real property records of the Clerk and Recorder for Eagle County, Colorado ("**Records**"), and, upon such recordation, this Agreement will run with title to the Easement Area during the Term; provided, however, that Sections 3, 6, and 7 of this Agreement shall survive expiration of the Term.

18. Entire Agreement; Modification. This Agreement sets forth the entire understanding between the parties regarding the matters addressed herein, and supersedes any previous communications, representations or agreement, whether oral or written. This Agreement will not be amended except by written instrument signed by all parties.

19. Counterparts. This Agreement may be executed in any number of counterparts each of which will be deemed an original instrument but all of which together will constitute one and the same instrument.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the Effective Date.

GRANTOR:

EAGLE MULTIFAMILY LLC, a Colorado limited liability company

By: ______________________________________
Name: ______________________________________
Its: ______________________________________

STATE OF __________________________)
)   ss.
COUNTY OF ________________________)

The foregoing instrument was acknowledged by me this ____ day of ________________, 2026, by _______________________, as ____________________ of EAGLE MULTIFAMILY LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: ______________________________________

____
Notary Public

GRANTEE:

TOWN OF EAGLE, COLORADO, a home rule municipal corporation of the State of Colorado

By: ______________________________
Name: ______________________________
Its: ______________________________

ATTEST:

____
Town Clerk

APPROVED AS TO FORM:

____
Town Attorney

Lender Consent

Anne Marie Estevez, an individual, ("**Lender**") being the beneficiary of the Deed of Trust recorded October 7, 2024, in the real property records of Eagle County, Colorado at Reception No. 202412009 (as amended, the "**Deed of Trust**") encumbering the real property more particularly described in the Deed of Trust (the "**Property**"), for itself and its successors and assigns, hereby consents to and approves the foregoing Easement, and agrees that the lien of the Deed of Trust is subject and subordinate to such Easement.

LENDER:

Anne Marie Estevez, an individual

By: ____
Name: ______________________________________
Title: _______________________________________

STATE OF)
) ss.
COUNTY OF _________________)

The foregoing Lender Consent was acknowledged before me this ____ day of __________________ 2026, by ___________________________, an individual.

My commission expires: ____________________.

Witness my hand and official seal.

____

Notary Public

EXHIBIT A
GRANTOR PROPERTY

LOTS 1, 2, 3, 4 AND THE NORTH ½ OF LOT 5, BLOCK 13, TOWN OF EAGLE, ACCORDING TO THE PLAT RECORDED JANUARY 1, 1876 IN BOOK E AT PAGE 2, COUNTY OF EAGLE, STATE OF COLORADO

LOTS 11, 12, 13 AND 14, BLOCK 13, TOWN OF EAGLE, ACCORDING TO THE PLAT RECORDED JANUARY 1, 1876 IN BOOK E AT PAGE 2, COUNTY OF EAGLE, STATE OF COLORADO

LOT 15, BLOCK 13, TOWN OF EAGLE, ACCORDING TO THE PLAT RECORDED JANUARY 1, 1876 IN BOOK E AT PAGE 2, COUNTY OF EAGLE, STATE OF COLORADO

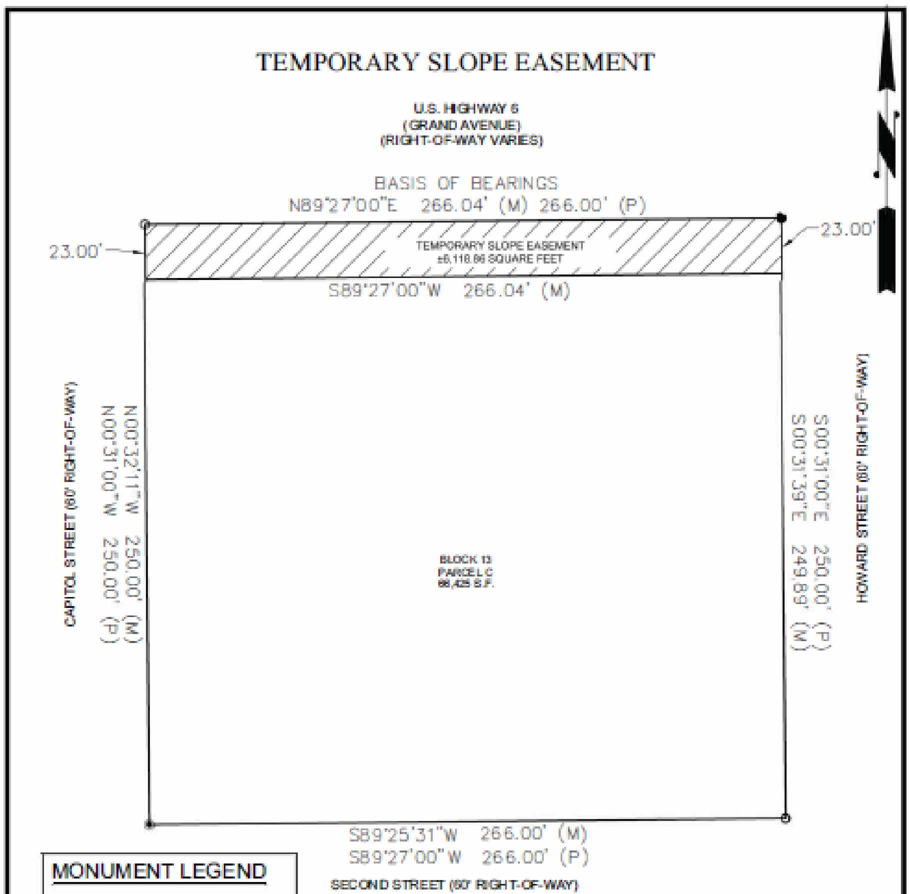
PARCEL A, A RESUBDIVISION OF THE SOUTHERLY HALF OF LOT 5 AND LOTS 6, 7, 8, 9 AND 10, BLOCK 13, TOWN OF EAGLE, ACCORDING TO THE FINAL PLAT RECORDED OCTOBER 2, 1997 IN BOOK 739 AT PAGE 307, COUNTY OF EAGLE, STATE OF COLORADO

PARCEL B, A RESUBDIVISION OF THE SOUTHERLY HALF OF LOT 5 AND LOTS 6, 7, 8, 9 AND 10, BLOCK 13, TOWN OF EAGLE, ACCORDING TO THE FINAL PLAT RECORDED OCTOBER 2, 1997 IN BOOK 739 AT PAGE 307, COUNTY OF EAGLE, STATE OF COLORADO

THE EAST ½ OF LOTS 18, 19 AND 20, BLOCK 13, TOWN OF EAGLE, ACCORDING TO THE PLAT RECORDED JANUARY 1, 1876 IN BOOK E AT PAGE 2, COUNTY OF EAGLE, STATE OF COLORADO

EXHIBIT B

EASEMENT AREA



MONUMENT LEGEND

- FOUND MAG NAIL WITH 1½" DIAMETER BRASS TAG SET IN A WALL STAMPED PEAK LAND CONSULTANTS LS 27598
- FOUND 18" NUMBER 5 REBAR WITH 2" DIAMETER ALUMINUM CAP STAMPED PEAK LAND CONSULTANTS LS 27598
- FOUND 1½" DIAMETER ALUMINUM CAP ON NUMBER 5 REBAR WITH ILLEGIBLE LS
- SET 1½" DIAMETER ALUMINUM CAP ON NUMBER 5 REBAR LS 37999

LEGAL DESCRIPTION

A non exclusive easement for temporary construction activities described as the following:

The point of beginning being a found mag nail with a 1 ½" diameter brass tag set in a wall stamped Peak Land Consultant LS 27598 situated at the northwest corner of Parcel C, Block 13, Town of Eagle, thence N89°27'00"E 266.04' to a number 5 rebar with a 2" diameter aluminum cap stamped Peak Land Consultants LS 27598, thence S00°31'39"E 23.00' to a point, thence S89°27'00"W 266.04' to a point, thence N00°32'11"W 23.00' to the point of beginning. Containing 6,118.86 sq.ft., more or less.

GRAPHIC SCALE

0 50 75 100 150

(IN FEET)
1 inch = 50 ft.

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.

CERTIFICATION

I, Thomas S. Marcin, a Professional Land Surveyor in the State of Colorado, do hereby certify that this Exhibit was prepared by me or under my direct supervision, responsibility and checking. I further certify this is not a monumented land survey, Land Survey Plat, Improvement Survey Plat, or an Improvement Location Certificate.

COLORADO LICENSED THOMAS S. MARCIN 37999 07.16.26 PROFESSIONAL LAND SURVEYOR

Thomas S. Marcin, PLS 37999

MARCIN ENGINEERING LLC
P.O. Box 1062
AVON, CO 81620
(970) 748-0274
(970) 748-9021 FAX

CONDITIONAL ACCESS AND UTILITY EASEMENT

THIS CONDITIONAL ACCESS AND UTILITY EASEMENT (this "**Agreement**") is made and executed effective the ___ day of _______, 2026 (the "**Effective Date**") by and between EAGLE MULTIFAMILY LLC, a Colorado limited liability company ("**Eagle Multifamily**") and 241 JAH, LLC, a Colorado limited liability company ("**241 JAH**") (Eagle Multifamily and 241 JAH are collectively referred to herein as "**Grantors**") and the TOWN OF EAGLE, COLORADO, a home rule municipal corporation of the State of Colorado (the "**Grantee**").

RECITALS

This Agreement is made with respect to the following facts:

A. Eagle Multifamily is the owner of certain real property commonly known as 104 and 110 Capitol Street, 217 East Second Street, and 103, 123, and 137 Howard Street in the town of Eagle, Colorado, legally described in Exhibit A attached hereto and incorporated herein by this reference ("**Eagle Multifamily Property**").

B. 241 JAH is the owner of certain real property commonly known as 124 and 130 Capitol Street in the town of Eagle, Colorado, legally described in Exhibit B attached hereto and incorporated herein by this reference ("**241 JAH Property**").

C. Subject to the terms and conditions set forth herein, Grantee has requested and Grantors have agreed to grant a conditional non-exclusive 16-foot-wide access and utility easement running north-south through the block bound by Capitol Street, Grand Avenue, Howard Street and East Second Street, legally described in Exhibit C (the "**Easement Area**").

D. This Agreement is intended to provide Grantee with ongoing access and utility rights across the Easement Area, following Grantee's vacation of the right-of-way, which is comprised of the Easement Area, pursuant to Town of Eagle, Colorado Ordinance No. 10 (Series of 2026), and until such time as the Easement Area is developed.

E. In connection with any such future development, the parties acknowledge any then-existing utilities and associated improvements would be relocated outside of the Easement Area, after which the easement would no longer serve its intended purpose.

F. Accordingly, this Agreement will automatically terminate pursuant to Section 2 of this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantors, Grantors hereby grant and convey to Grantee:

1. Grant of Easement. Grantors hereby grant to Grantee, for its use and the use of its contractors, subcontractors, agents, employees, architects, consultants, utility providers, emergency responders, and other authorized representatives acting on behalf of Grantee

(collectively, the "**Permittees**"), a conditional non-exclusive access and utility easement (the "**Easement**") over, under, upon, across, and through the Easement Area for the purpose of permitting Grantee and its Permittees to access, operate, maintain, repair, replace, and remove utilities and associated improvements, including the right of vehicular and pedestrian access for the benefit of Grantee, Permittees, and the general public.

2. Term. The term of the Easement will commence upon the Effective Date and terminate upon the relocation of all utilities and associated infrastructure existing within the Easement Area ("**Relocation Work**") as of the Effective Date (the "**Term**"), as evidenced by the delivery of written notice by Grantee to Grantors (the "**Easement Termination Notice**"). Any party to this Agreement may record the Easement Termination Notice in the Records (defined below) at its cost.

3. Relocation Work. Any Relocation Work for utilities and associated infrastructure located on the 241 JAH Property shall not occur until the earlier of: (a) the 241 JAH Property being legally conveyed to Eagle Multifamily, or its successors or assigns; or (b) 241 JAH, or its successors or assigns, providing prior written consent to such Relocation Work occurring, which may be conditioned upon preservation of the reserved rights as set forth in Section 4, below.

4. Grantors' Reserved Rights. Grantors reserve for themselves a perpetual right to use the Easement Area, including for utilities, vehicular, and pedestrian ingress and egress throughout the Easement Area from and to the nearest public right-of-way, and to grant easements and other interests in, and permit others to use, the Easement Area, so long as such grants and uses are not inconsistent with this Agreement, and so long as such grants and uses do not impair, endanger or interfere or conflict with Grantee's full enjoyment of the rights hereby granted with respect to the Easement, subject to the terms contained herein.

5. Existing Encroachments. As of the Effective Date, any structure currently located within or directly adjacent to the Easement Area, as illustrated on the Improvement Location Survey provided as Exhibit D attached hereto and incorporated herein by this reference, will be considered a lawful pre-existing nonconforming structure and permissible encroachment in the Easement Area. Nothing herein shall permit new encroachments into the Easement Area after the Effective Date.

6. Grantee's Obligations. Grantee's use of the Easement Area will be conducted in a good and workmanlike manner and in accordance with all federal, state, and local requirements, regulations, ordinances, and laws applicable to the Grantors' Property with respect to the exercise of its rights under the Easement. Grantee will take reasonably necessary and appropriate safety measures with respect to its exercise of the Easement and its use of the Easement Area. Nothing in this Agreement will relieve Grantee from compliance with all applicable laws and regulations governing use of the Easement Area.

7. Insurance. During the Term, Grantee will, at its sole expense, maintain commercial general liability insurance against claims for bodily injury, death or property damage, occurring in, on or about the Easement Area, or resulting from the use or maintenance thereof, in an amount of at least $1,000,000 for each occurrence and $2,000,000 in the aggregate. Grantee will also, at its sole expense maintain employer's liability insurance for workmen's compensation in an amount

not less than the statutory limits of coverage. Such insurance shall name Grantors as an additional insured thereunder.

8. Mechanics' Liens. Grantee will not cause or allow any mechanics' or materialmen's liens to be filed against the Easement Area as a result of any work performed or material furnished on behalf of Grantee (a "**Lien**"). If a Lien is filed, Grantee will, at its sole cost and expense, cause the Lien to be discharged or bonded off of record not later than 45 days after Grantee's receipt of notice of the filing of such Lien. In the event that such Lien is not discharged or bonded off of record within such 45 days, Grantors may, but will have no obligation to, defend, prosecute or pursue any action that Grantors deem reasonably necessary to discharge the Lien, and Grantee will promptly reimburse Grantors' out-of-pocket expenses incurred in connection therewith upon demand therefor by Grantors, subject to Grantors' delivery to Grantee of reasonable documentation (i.e., invoices, receipts, etc.) of such expenses.

9. Lateral and Subjacent Support. Grantee will not take any action which impairs the lateral or subjacent support of the Eagle Multifamily Property or the 241 JAH Property, or improvements, facilities, and/or structures thereon. If Grantee's use of the Easement impairs the lateral or subjacent support of the Eagle Multifamily Property or the 241 JAH Property, or improvements, facilities, and/or structures thereon, Grantee will restore the Eagle Multifamily Property or the 241 JAH Property, as applicable, to the condition as existed prior to Grantee's entry thereon. Grantee will reimburse Grantors on demand for all expenses Grantors incur in repairing any damage resulting directly from activities pursuant to this Agreement if Grantee does not promptly repair such damage.

10. Governmental Immunity Act. No term or condition of this Agreement will be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq.

11. Notices. All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been duly delivered upon personal delivery; or as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or as of actual delivery (or refused delivery) after deposit with Federal Express or a similar national overnight courier service that provides evidence of receipt, addressed as follows below:

If to Eagle Multifamily:

Eagle Multifamily LLC
P.O. Box 3145
Eagle, CO 81631
Attn: Todd Morrison
Email: todd@pcwbuilds.com

With a copy to:

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.

950 Seventeenth Street, Suite 1600
Denver, CO 80202
Attention: Diana Caruso Jenkins
Email: djenkins@ottenjohnson.com

If to 241 JAH:

P.O. Box 1020
Eagle, CO 81631
Attention: Judson Haims
Email: jhaims@wshc.net

With a copy to:

Taft Law
675 Fifteenth Street, Suite 2300
Denver, CO 80202
Attention: Ryan Christ
Email: rchrist@taftlaw.com

If to Grantee:

[insert prior to execution]

With a copy to:

[insert prior to execution]

Any party may change its address or contact information by the giving of written notice to the other party in accordance with this Section 11.

12. Third-Party Beneficiaries. It is mutually agreed that enforcement of the terms and conditions of this Agreement will be strictly reserved to the parties and their respective successors and assigns, and nothing contained in this Agreement will give or allow any claim or right of action under this Agreement by any other person.

13. Attorneys' Fees. In the event a party files a suit to enforce this Agreement or any provisions contained herein, the prevailing party in such suit will be entitled to recover, in addition to all other awards, reasonable attorneys' fees and court costs incurred in such suit.

14. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado.

15. Binding Effect; Recordation. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement will be recorded in the real property records of the Clerk and Recorder for Eagle County, Colorado ("**Records**"), and, upon such recordation, this Agreement will run with title to the Easement Area during the Term.

16. No Partnership. It is understood and agreed that nothing contained in this Agreement will be considered in any way as constituting a partnership or joint venture between Grantors and/or Grantee.

17. Construction. Words of any gender used in this Agreement will be held and construed to include any other gender, and words in the singular number will be held to include the plural, unless the context requires otherwise.

18. Severability. If any provision of this Agreement is held invalid or unenforceable by a court with competent jurisdiction, the remainder of this Agreement or the application of such provision to persons other than those as to who it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

19. Entire Agreement; Modification. This Agreement sets forth the entire understanding between the parties regarding the matters addressed herein, and supersedes any previous communications, representations or agreement, whether oral or written. This Agreement will not be amended except by written instrument signed by all parties.

20. Counterparts. This Agreement may be executed in any number of counterparts each of which will be deemed an original instrument but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first set forth above.

GRANTORS:

EAGLE MULTIFAMILY LLC, a Colorado limited liability company

By: ____
Name: ______________________________________
Its: ____

STATE OF ____________)
) ss.
COUNTY OF __________)

The foregoing instrument was acknowledged before me this ____ day of ____________, 2026, by _______________ as _____________________ of _________________________.

WITNESS my hand and official seal.

My commission expires: ___________

241 JAH LLC, a Colorado limited liability company

By: ____
Name: ______________________________________
Its: __

STATE OF ____________)
) ss.
COUNTY OF __________)

The foregoing instrument was acknowledged before me this ____ day of ____________, 2026, by _______________ as _____________________ of ________________________.

WITNESS my hand and official seal.

My commission expires: ___________

____
Notary Public

GRANTEE:

TOWN OF EAGLE, COLORADO, a home rule municipal corporation of the State of Colorado

By: ____
Name: ______________________________________
Its: ____

ATTEST:

____
Town Clerk

APPROVED AS TO FORM:

____
Town Attorney

Lender Consent

Anne Marie Estevez, an individual, ("**Lender**") being the beneficiary of the Deed of Trust recorded October 7, 2024, in the real property records of Eagle County, Colorado at Reception No. 202412009 (as amended, the "**Deed of Trust**") encumbering the real property more particularly described in the Deed of Trust (the "**Property**"), for itself and its successors and assigns, hereby consents to and approves the foregoing Easement, and agrees that the lien of the Deed of Trust is subject and subordinate to such Easement.

LENDER:

Anne Marie Estevez, an individual

By: ______________________________________
Name: ____________________________________
Title: _____________________________________

STATE OF)
) ss.
COUNTY OF _________________)

The foregoing Lender Consent was acknowledged before me this ____ day of __________________ 2026, by ___________________________, an individual.

My commission expires: ____________________.

Witness my hand and official seal.

____

Notary Public

Lender Consent

Mar Financial LLC, a Florida limited liability company, ("**Lender**") being the beneficiary of the Deed of Trust recorded August 20, 2024, in the real property records of Eagle County, Colorado at Reception No. 202409646 (as amended, the "**Deed of Trust**") encumbering the real property more particularly described in the Deed of Trust (the "**Property**"), for itself and its successors and assigns, hereby consents to and approves the foregoing Easement, and agrees that the lien of the Deed of Trust is subject and subordinate to such Easement.

LENDER:

Mar Financial LLC, a Florida limited liability company

By: ______________________________
Name: ______________________________
Title: ______________________________

STATE OF)
) ss.
COUNTY OF _________________)

The foregoing Lender Consent was acknowledged before me this ____ day of __________________ 2026, by ___________________________, an individual.

My commission expires: ____________________.

Witness my hand and official seal.

____

Notary Public

<u>Lender Consent</u>

Douglas J. And Katrina A. Sterkel, individuals, ("**Lender**") being the beneficiary of the Deed of Trust recorded November 6, 2024, in the real property records of Eagle County, Colorado at Reception No. 202413509 (as amended, the "**Deed of Trust**") encumbering the real property more particularly described in the Deed of Trust (the "**Property**"), for itself and its successors and assigns, hereby consents to and approves the foregoing Easement, and agrees that the lien of the Deed of Trust is subject and subordinate to such Easement.

LENDER:

Douglas J. Sterkel, an individual

By: ____
Name: ______________________________________
Title: _______________________________________

STATE OF)
) ss.
COUNTY OF _________________)

The foregoing Lender Consent was acknowledged before me this ____ day of __________________ 2026, by ___________________________, an individual.

My commission expires: ____________________.

Witness my hand and official seal.

____

Notary Public

LENDER:

Katrina A. Sterkel, an individual

By: ____
Name: ______________________________________
Title: _______________________________________

STATE OF)
) ss.
COUNTY OF _________________)

The foregoing Lender Consent was acknowledged before me this ____ day of ___________________ 2026, by ____________________________, an individual.

My commission expires: ____________________.

Witness my hand and official seal.

____

Notary Public

Lender Consent

Alpine Bank ("**Lender**"), has an interest in the 241 JAH Property, such interest being evidenced by that certain Deed of Trust made by 241 JAH, LLC, a Colorado limited liability company, in favor of Lender recorded _______________________, ____, as Document Number _________________________ in the real property of Eagle County, Colorado. Lender hereby consents to the Agreement to which this Lender Consent is attached.

IN WITNESS WHEREOF, Lender has duly executed this Lender Consent on ____________ __, 2026.

Alpine Bank

By: ________________________________

Name: ______________________________

Title: _______________________________

STATE OF ____________)
) ss.
COUNTY OF __________)

The foregoing instrument was acknowledged before me this ____ day of ____________, 2026, by _______________ as _____________________ of Alpine Bank.

WITNESS my hand and official seal.

My commission expires: ___________

____

Notary Public

EXHIBIT A

EAGLE MULTIFAMILY PROPERTY LEGAL DESCRIPTION

LOTS 1, 2, 3, 4 AND THE NORTH ½ OF LOT 5, BLOCK 13, TOWN OF EAGLE, ACCORDING TO THE PLAT RECORDED JANUARY 1, 1876 IN BOOK E AT PAGE 2, COUNTY OF EAGLE, STATE OF COLORADO

LOTS 11, 12, 13 AND 14, BLOCK 13, TOWN OF EAGLE, ACCORDING TO THE PLAT RECORDED JANUARY 1, 1876 IN BOOK E AT PAGE 2, COUNTY OF EAGLE, STATE OF COLORADO

LOT 15, BLOCK 13, TOWN OF EAGLE, ACCORDING TO THE PLAT RECORDED JANUARY 1, 1876 IN BOOK E AT PAGE 2, COUNTY OF EAGLE, STATE OF COLORADO

PARCEL A, A RESUBDIVISION OF THE SOUTHERLY HALF OF LOT 5 AND LOTS 6, 7, 8, 9 AND 10, BLOCK 13, TOWN OF EAGLE, ACCORDING TO THE FINAL PLAT RECORDED OCTOBER 2, 1997 IN BOOK 739 AT PAGE 307, COUNTY OF EAGLE, STATE OF COLORADO

PARCEL B, A RESUBDIVISION OF THE SOUTHERLY HALF OF LOT 5 AND LOTS 6, 7, 8, 9 AND 10, BLOCK 13, TOWN OF EAGLE, ACCORDING TO THE FINAL PLAT RECORDED OCTOBER 2, 1997 IN BOOK 739 AT PAGE 307, COUNTY OF EAGLE, STATE OF COLORADO

THE EAST ½ OF LOTS 18, 19 AND 20, BLOCK 13, TOWN OF EAGLE, ACCORDING TO THE PLAT RECORDED JANUARY 1, 1876 IN BOOK E AT PAGE 2, COUNTY OF EAGLE, STATE OF COLORADO

EXHIBIT B

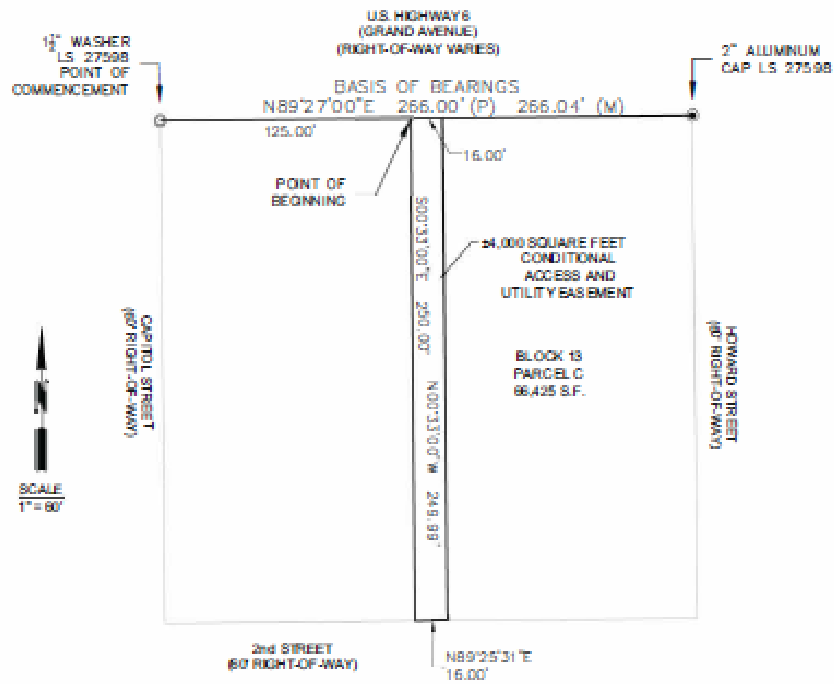
241 JAH PROPERTY LEGAL DESCRIPTION

LOT 16 AND 17, BLOCK 13, TOWN OF EAGLE, ACCORDING TO THE PLAT RECORDED JANUARY 1, 1876 IN BOOK E AT PAGE 2, COUNTY OF EAGLE, STATE OF COLORADO

THE WEST ½ OF LOTS 18, 19 AND 20, BLOCK 13, TOWN OF EAGLE, ACCORDING TO THE PLAT RECORDED JANUARY 1, 1876 IN BOOK E AT PAGE 2, COUNTY OF EAGLE, STATE OF COLORADO

EXHIBIT C
EASEMENT AREA

CONDITIONAL ACCESS AND UTILITY EASEMENT



LEGAL DESCRIPTION

A conditional non-exclusive access and utility easement for utilities and associated improvements, and the right of vehicular and pedestrian access described as the following:

Commencing at a point on Parcel C, Block 13, Town of Eagle monumented by a 1 ½" diameter brass tag set in a wall stamped Peak Land Consultant LS 27598, thence N89°27'00"E 125.00' to the true point of beginning:

Thence S00°33'00"E 250.00' to a point, thence N89°27'00"E 16.00' to a point, thence N00°33'00"W 250.00' to a point, thence S89°27'00"W 16.00' to the point of beginning.

Containing 4,000.00 sq.ft., more or less.

CERTIFICATION

I, Thomas S. Marcin, a Professional Land Surveyor in the State of Colorado, do hereby certify that this Exhibit was prepared by me or under my direct supervision, responsibility and checking. I further certify this is not a monumented land survey, Land Survey Plat, Improvement Survey Plat, or an Improvement Location Certificate.

Thomas S. Marcin, PLS 37999

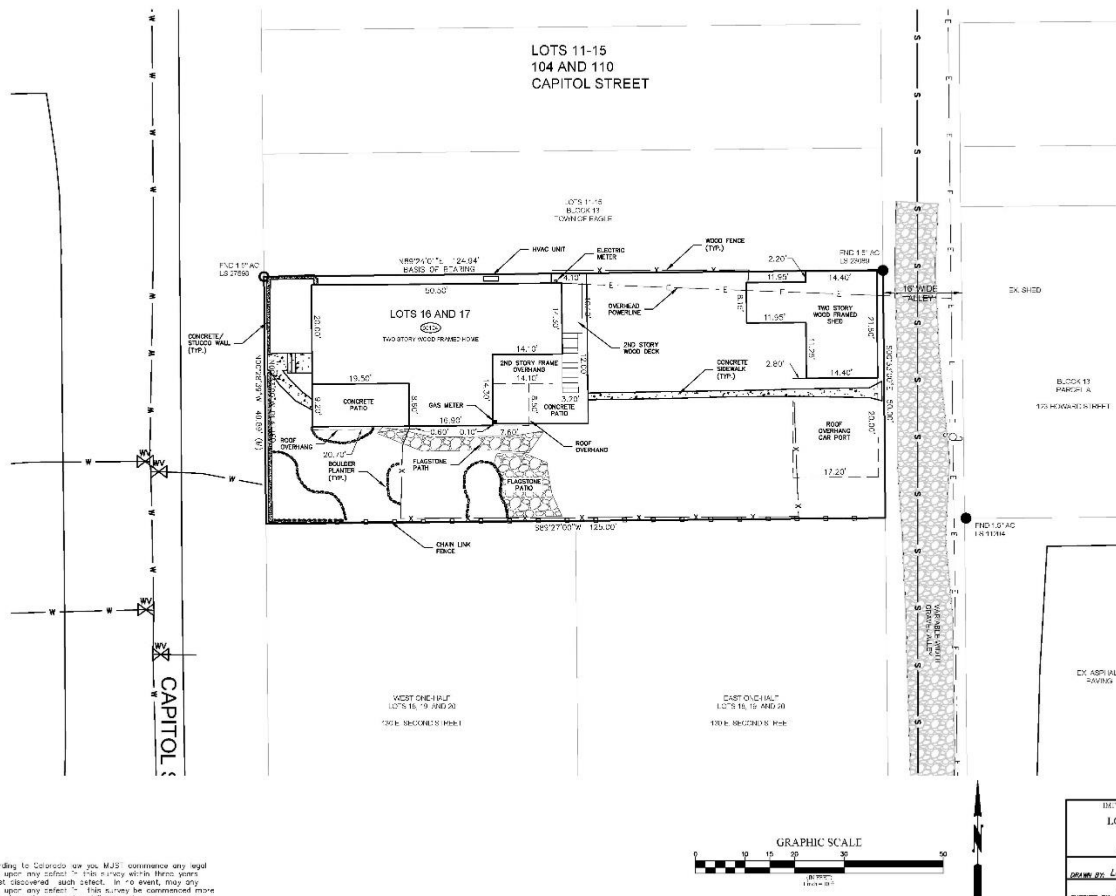
NOTICE: According to Colorado law you MUST commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

MARCIN ENGINEERING LLC
P.O. Box 1062
AVON, CO 81620
(970) 748-0274
(970) 748-9021 FAX

EXHIBIT D

IMPROVEMENT LOCATION CERTIFICATE
LOT 16 AND 17, BLOCK 13
TOWN OF EAGLE

Section 32, Township 4 South, Range 84 of the 6th Principal Meridian
County of Eagle, State of Colorado



DESCRIPTION:
Lots 16 and 17, Block 13, Town of Eagle, County of Eagle, State of Colorado.

NOTES:

1) DATE OF SURVEY: June 29, 2025.

2) STREET ADDRESS: 124 Capitol Street (posted)

3) Location of improvements, lot lines, and easements are based upon the above-referenced Final Plat of The Town of Eagle and Survey Monuments found at the time of this survey as shown hereon. This Survey does not constitute a boundary survey nor any investigation into record easements or encumbrances associated with this property.

4) This is not a monumented survey, Land Survey Plat, or Improvement Survey plat. No boundary resolution was performed in making this survey. All lot lines, setback lines, and easement lines shown hereon should be considered approximate and should not be relied upon for the placement of any future improvements.

5) This survey was performed without the aid of a title commitment.

6) Basis of Bearings: Found monuments at the Northwest corner of Lot 16 being a 1.5" aluminum cap stamped LS 27598 and the Northeast corner of Lot 16 being a 1.5" aluminum cap stamped LS 23089, Bearing N89°24'01"E.

7) The above legal description was taken from the deed recorded in Book 267, Page 86, Dated February 17, 1978 in the Eagle County Recorders Office.

SURVEYOR'S CERTIFICATION

I, Thomas S. Marcin, a Professional Land Surveyor in the State of Colorado, do hereby certify that this Improvement Location Certificate was prepared for Todd Morrison and that this is NOT a Land Survey Plat or Improvement Survey Plat, and that it is not to be relied upon for the establishment of fence, building, or other future improvements lines. This certificate is valid only for use by Todd Morrison and describes the parcels appearance on June 29, 2025.

I further certify that the improvements on the above described parcel on this date, June 29, 2025, except utility connections, are entirely within the boundaries of the parcel, except as shown, that there are no encroachments upon the described premises by improvements on any adjoining premises, except as indicated, and that there is no APPARENT evidence or sign of any easement crossing or burdening any part of said parcel, except as noted.

Thomas S. Marcin, PLS 37999
Colorado Professional
Land Surveyor

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.

IMPROVEMENT LOCATION CERTIFICATE
LOT 16 AND 17 BLOCK 13
TOWN OF EAGLE
County of Eagle, State of Colorado

DRAWN BY: LDT	DATE: 06.25.29
CHECKED BY: TSM	DRAWING NO. 124 ILC
JOB NO. 23095	SHEET: 1 OF 1

MARCIN ENGINEERING LLC
P.O. BOX 1062
AVON, CO 81620
(970) 748-0274
(970) 748-9021 FAX

Exhibit D

MEETING MINUTES
Planning & Zoning Commission
Tuesday, June 16, 2026, 6:00 PM
Public Meeting Room / Eagle Town Hall
200 Broadway, Eagle, CO 81631

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

PUBLIC WIFI – Eagle Guest

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

This was an in-person meeting with the option for the public to attend via Teams.

6:00 PM - REGULAR MEETING CALLED TO ORDER

Commissioner Bill Nutkins called the meeting to order at 6:00 PM.

COMMISSIONERS PRESENT

Erin Cook, Benjamin Leape (Virtual), KaLynn Wood, Bill Nutkins, Colleen Sharpe, Jennifer Sturgeon, Keegan Winkeller

STAFF

Jessica Johnsen – Com Dev Director
Sydney Dynek – Planner I
Gram Dick – Admin Tech II
Tez Hawkins – Baseline Senior Planner

COMMISSIONERS ABSENT

Matt Hood (Resigned), Keith Montag

DECLARATION OF CONFLICTS OF INTEREST

Commissioner Nutkins disclosed that Commissioner Hood had recused himself from the Public Hearings as he is involved with the projects.

APPROVAL OF MINUTES

1. Minutes approved from May 19, 2026. Motion passed unanimously. All in favor.

PUBLIC COMMENT

Commissioner Nutkins opened the floor for public comment on items not on the agenda, but there were none.

PUBLIC HEARINGS

1. **Project:** Eagle Multi-Family LLC ROW Vacation
   File #: ROW24-01
   Applicant: Eagle Multi-Family LLC
   Location: 104, 110, 124, & 130 Capitol Street; 217 Second Street; 103, 123, and 137 Howard Street
   Staff Contact: Tez Hawkins, Baseline Senior Planner
   Request: Eagle Multi Family, LLC and JAH, LLC requests that the Town of Eagle vacate the public alley right-of-way between 104, 110, 124, & 130 Capitol Street, 217 Second Street, and 103, 123, & 137 Howard Street in exchange for a Town public pedestrian easement, temporary construction easement, and slope easement along Grand Avenue and across the north side of 104 Capitol Street. If the public alley right-of-way is vacated, the Town will establish a public utility easement within the alley until all existing utilities are adequately relocated.

Staff Presentation

Tez Hawkins, of Baseline Consultants, presented a request to the Town of Eagle Planning and Zoning Commission to vacate a public alley right-of-way located between properties on Capitol Street, 2nd Street, and Howard Street in downtown Eagle. The alley encompasses approximately 0.92 acres and is currently an unpaved corridor consisting of compacted road base and gravel. Tez clarified that while the staff report incorrectly identified water infrastructure within the alley, the only Town-maintained utility located there is a wastewater main. Additional utility infrastructure includes natural gas facilities operated by Black Hills Energy, electrical facilities operated by Holy Cross Energy, and telecommunications infrastructure maintained by Lumen Technologies. The request for vacation was presented as being permissible under both the Town's Land Use and Development Code and applicable Colorado statutes governing right-of-way vacations.

A significant component of the proposal involved the applicant's commitment to grant several easements to the Town in exchange for vacating the public right-of-way. Tez Hawkins explained that, although ownership of the alley would revert to the adjacent property owners with property lines extending to the centerline of the former alley, the applicant would provide a public easement allowing the Town to continue maintaining and operating the alley in essentially the same manner as it does today. In addition, the applicant proposed granting a pedestrian easement to facilitate construction and long-term maintenance of a sidewalk associated with the Grand Avenue Corridor Project. A temporary slope and construction easement would also be provided to support implementation of that public infrastructure project. Using an exhibit showing the overlay of the Grand Avenue Corridor Project, Tez described how the proposed easements would accommodate future sidewalk construction and other project-related improvements while preserving the Town's ability to access and maintain the area.

The presentation also summarized public input received regarding the application. Staff had received one written comment from a neighboring property owner who opposed the vacation request. The resident argued that vacating the alley could negatively affect the historic street grid established by the original 1876 town plat and potentially alter the traditional character of the downtown neighborhood. Additional concerns included the possible loss of circulation opportunities for future parking, loading, and service access, as well as impacts to snow removal operations and trash collection activities that currently utilize the alley corridor.

Tez Hawkins then reviewed staff's analysis of the request against both the applicability standards and review criteria contained within the Town's regulations. Regarding applicability, staff acknowledged that the alley continues to serve public purposes and therefore remains needed for access and utility functions. However, because the applicant would grant a public easement preserving those same functions, staff concluded that the vacation would not result in the loss of public access or utility service. Staff further found that the remaining statutory criteria were satisfied because the entire alley is located within the Town of Eagle and does not serve as a municipal boundary. Staff determined that the request could proceed for consideration despite the continued need for access and utility operations.

The presentation further explained how the application met the Town's decision-making criteria. Staff found the proposal consistent with the Comprehensive Plan because it supports circulation, transportation, and pedestrian connectivity goals associated with the Grand Avenue and Highway 6 corridor improvements. The request was also found to comply with the Land Use and Development Code because no future development or land use action resulting from the vacation would interfere with the construction, operation, or maintenance of public utilities. Tez Hawkins emphasized that the public easement would ensure uninterrupted access for utility maintenance, transportation functions, and other public services. Staff also concluded that no adjacent property owner would lose access to utilities, public services, or vehicular circulation because the easement structure would preserve those functions even after the underlying right-of-way is vacated.

Questions for Staff

After the staff presentation to Planning and Zoning Commission, the Commissioners had questions for staff and the applicant's representative. Commissioners focused primarily on the rationale for vacating a right-of-way that continues to function as an alley, the interpretation of the approval criteria, the status of utilities within the corridor, and the timing of the request. Commissioner Nutkins questioned staff's characterization of a review criterion concerning whether the right-of-way had ever been used for public purposes. Commissioner Nutkins noted that the alley clearly has been used for public access and utilities and therefore struggled to understand why staff had identified the criterion as "not applicable." Tez Hawkins acknowledged that the language of the criterion is somewhat confusing and explained that staff interpreted it to address situations where a right-of-way was established but never actually utilized for its intended public purpose. Because the alley has historically been used and because public functions would continue through the proposed easement, staff categorized the criterion as not directly applicable to the circumstances of this request.

Additional clarification was provided regarding the intent of the Code language. Jessica Johnsen, the Community Development Director, explained that the criterion is intended to determine whether a right-of-way currently serves an essential public function that would make vacation inappropriate. Jessica and Tez both acknowledged that the wording of the Code is ambiguous but stated that the practical interpretation centers on whether the Town itself currently relies on the corridor as a public facility. Staff explained that while adjacent property owners may use the alley for access, staff's position was that the Town is not actively using the right-of-way in a manner that would preclude its vacation. Commissioners continued to explore this distinction, noting that alleys were historically created specifically to provide access to adjoining properties. The discussion highlighted some uncertainty regarding the interpretation of the Code language and the difference between public ownership of a right-of-way and its use by private property owners.

The Commission also sought clarification regarding the utilities located within the alley and how those facilities would be affected by the vacation. Tez Hawkins explained that the existing utilities would remain in place for the foreseeable future and continue to operate under the proposed public easement. He noted that the utilities are anticipated to be relocated at some point in the future, at which time the public easement could potentially be terminated and the alley fully abandoned. Commissioners questioned whether the utilities currently serve nearby development and whether the alley would continue functioning in its present capacity until future redevelopment occurs. Tez confirmed that the alley would continue to serve its existing operational needs until all necessary services are abandoned or relocated. He further clarified that the determining factor for ultimately removing the easement would be whether any residents, utility customers, or utility providers still require access through the corridor. Only after utilities are relocated and no longer depend on the alley would the easement potentially be extinguished.

Commissioner Winkeller raised a question regarding utility coordination, specifically noting that a Comcast relocation agreement referenced in the application materials had expired several months earlier. Tez Hawkins responded that although an updated agreement had not yet been received, the applicant remained in active communication with Comcast. He stated that he had recently received confirmation from Comcast indicating that the company was prepared to proceed with utility relocation when the applicant was ready, despite the administrative closure of the existing relocation ticket. This response appeared intended to reassure the Commission that utility providers remained supportive of the proposed future relocation plans and that no significant obstacles had emerged.

The Commission's final line of questioning focused on the timing of the right-of-way vacation request. One commissioner asked why the application was being processed at the current time rather than concurrently with a future redevelopment proposal, particularly since the Commission had not yet reviewed a revised development plan for the site. Tez Hawkins noted that discussion of any future development proposal was outside the scope of the right-of-way vacation application and therefore could not be considered as part of the review. He explained that the request was instead driven by the Town's need to advance the Grand Avenue Corridor Project. According to Tez Hawkins, negotiations between the Town and the property owners began as the Corridor project's design advanced, leading to the current proposal. The right-of-way vacation and associated easements were therefore presented as a mechanism to facilitate public infrastructure improvements related to the Grand Avenue project rather than as a direct component of any future private development.

Applicant Presentation

Diana Cruso Jenkins, representing the applicant, began her presentation and explained that the application resulted from extensive discussions over the past year with town staff and the town attorney regarding the appropriate timing for the request. According to Diana, the application emerged from a "chicken-and-egg" situation in which the town's need for certain public improvements along Grant Avenue created an opportunity to advance the vacation request while simultaneously securing public benefits through easements. She emphasized that the proposal does not immediately relinquish any public rights or infrastructure access but instead creates future development flexibility while preserving existing public interests through a series of conditions and easement agreements.

Diana Jenkins described the physical characteristics of the site, noting that although the area is technically a public alley and right-of-way, it functions differently from a traditional alley due to a significant grade change and dead-end configuration. These physical limitations, do not provide the connectivity benefits typically associated with a traditional street grid. While acknowledging the town's continued interest in utility access within the corridor, she emphasized that the proposal preserves those utility functions through a temporary public utility easement. She contended that the vacation would be minimally disruptive while generating substantial public benefits, particularly through easements that would facilitate planned Grant Avenue improvements, enhance pedestrian connectivity, and support future redevelopment of a prominent infill site near downtown.

Addressing procedural requirements, Diana Jenkins discussed the standards governing right-of-way vacation requests. She offered her interpretation of the applicable code provisions, explaining that only one of the listed threshold conditions must be met to justify filing a vacation request. She agreed with staff's conclusion that the relevant condition in this case was the future abandonment and removal of the right-of-way. Although abandonment had not yet occurred, she argued that conditioned vacations of this type are common practice and that the necessary abandonment would occur in conjunction with any future redevelopment. Furthermore, she maintained that all filing and applicability standards had been satisfied.

Diana Jenkins further noted that, at staff's request, the applicant had secured and submitted utility relocation plan approvals and confirmations from affected service providers, including gas, electric, fiber optic, and cable internet companies. These materials were included in the staff packet and demonstrated that utility concerns had been addressed as part of the review process.

In discussing the review criteria, Diana Jenkins argued that the proposal is consistent with the town's comprehensive plan because it advances public-benefit goals through improved pedestrian infrastructure and support for Grant Avenue improvements. She reiterated that the existing alley does not function as an effective transportation connection because of its physical constraints. By contrast, the proposed pedestrian easement would provide meaningful public access and connectivity that better serves community goals. She also stated that the remaining review criteria were satisfied because the conditioned approval structure preserves utility access and infrastructure while ensuring that public needs continue to be met.

Diana Jenkins then reviewed the principal conditions of approval associated with the request. The first condition establishes a temporary public utility easement that would preserve the town's and utility providers' rights to access and maintain existing infrastructure. She explained that, following discussions with the town attorney, the easement could be created automatically under state law without the need for a separate easement agreement. The second condition involves a permanent pedestrian access easement along the northwest portion of the block. This easement would provide public pedestrian access in perpetuity and grant the town the rights necessary to construct and maintain sidewalks and related improvements associated with the Grant Avenue project. The third condition is a temporary slope easement, functioning as a construction easement that would allow grading and support work necessary for implementation of adjacent public improvements. Jenkins indicated that draft easement documents had been prepared and could be reviewed if desired.

Finally, Jenkins responded to issues raised in a public comment letter submitted earlier that day. While avoiding discussion of any future development proposal not currently before the commission, she addressed concerns regarding the loss of the traditional street-grid pattern by reiterating that the alley does not currently provide meaningful through-connectivity because of its dead-end configuration and grade changes. She also sought to alleviate concerns about the possibility of a single large building dominating the site, noting that the town had previously adopted development standards in the CMU-1 district, including building footprint and spacing requirements, specifically designed to prevent such outcomes. Regarding traffic concerns, she argued that a single access point could exist under current zoning and development regulations even without the vacation, meaning the proposal itself does not create that condition. Instead, she characterized the vacation as providing flexibility in the future placement of access points, with all traffic and safety issues to be evaluated during any subsequent development review process. She concluded by noting that concerns regarding snow storage and plowing had not been raised by staff but that the applicant remained willing to discuss those issues if necessary.

Questions For Applicant

Commissioners sought clarification on how the proposed vacation would affect property boundaries, easement rights, neighboring property owners, and public participation in the review process. Commissioner Nutkins first asked whether the proposed public utility easement that would replace the vacated right-of-way would be the same width as the existing right-of-way. Diana Jenkins confirmed that it would, indicating that the town and utility providers would retain access over the same physical area currently occupied by the public right-of-way.

The discussion then turned to property boundary changes and whether a formal replat would be required. Commissioner Nutkins noted that the vacation would effectively enlarge the adjoining private parcels and questioned how those changes would be legally recorded. Diana explained that a replat would not be necessary because the vacation ordinance itself would serve as the legal mechanism for adjusting the property lines. She stated that the applicant had coordinated with the Eagle County Assessor's Office, which confirmed that the adopted ordinance and accompanying easements would allow the property boundaries to be updated under state law. Diana further supported this explanation by citing a similar right-of-way vacation process that had previously been used in connection with the county building, demonstrating that the proposed approach had local precedent.

The commission then explored the relevance of the public comment and the identity of the commenter. Commissioner Nutkins specifically asked whether the individual who submitted the letter owned property within the block directly affected by the proposed vacation. The question appeared aimed at determining the degree to which the commenter might be directly impacted by the action. Diana Jenkins and Staff clarified that the commenter was not a property owner within the subject block bounded by Capitol, Howard, Second, and Grand, but instead owned property across the street at 108 Howard Street. Commissioner Nutkins indicated that this distinction was important because comments from directly affected adjacent property owners could carry particular significance when evaluating a right-of-way vacation request.

The discussion concluded with questions about ownership and consent among the properties directly involved in the application. Commissioners sought assurance that all affected property owners were aware of and supported the request. Diana Jenkins confirmed that while her client was not the sole property owner adjacent to the right-of-way, the other owner had authorized submission of the application and was fully informed about the proposal. This response appeared to satisfy concerns that the vacation was being pursued with the knowledge and cooperation of all parties whose property interests would be directly altered by the action.

Public Comment

No Public Comment.

Discussion

The discussion began with Commissioner Sturgeon questioning whether the permanent pedestrian easement being granted to the Town actually provided equivalent value to the right-of-way being vacated. Looking at the maps and exhibits, Commissioner Sturgeon observed that the easement appeared substantially smaller than the existing public right-of-way and questioned whether the Town was receiving less land than it was giving up. Staff member Tez Hawkins acknowledged that the acreage was not equal and explained that the exchange should be evaluated based on public benefit rather than a strict square-foot-for-square-foot comparison. Public Works Director, Tom Gosiorowski, expanded on this point and explained that the Town viewed the transaction through the lens of value rather than land area. He stated that the easement would allow the Town to widen the bike and pedestrian corridor along Grand Avenue without having to acquire additional property, producing significant public benefit at no acquisition cost. Tom further noted that Colorado law does not require a municipality to receive compensation or an equivalent land exchange when vacating a right-of-way, making the proposed arrangement advantageous to both the Town and the adjacent property owners.

Commissioners then sought clarification regarding the future pedestrian improvement. Commissioner Sturgeon asked whether the planned pathway would be at least as wide as the existing facility. Tom responded that the Grand Avenue improvements would result in a substantially wider path than what currently exists. He explained that the existing route functions more like a standard sidewalk, whereas the proposed facility would be built to modern standards and operate more like a dedicated shared-use bike and pedestrian path. This explanation reinforced staff's position that the public would receive a meaningful improvement in connectivity and functionality despite the reduction in publicly owned land area.

Commissioners largely agreed that the application appeared straightforward from a procedural standpoint and that the exchange seemed beneficial. However, multiple commissioners expressed unease about the timing of the request. Commissioner Winkeller stated that although the proposal met the applicable requirements and appeared reasonable, it felt unusual to approve a right-of-way vacation while simultaneously being instructed not to consider the development proposal that everyone knew was associated with it. Commissioner Winkeller noted that even the commission chair had recused himself due to the connection between the vacation request and the anticipated development, making it difficult to fully separate the two issues. Despite these concerns, Commissioner Winkeller ultimately indicated support for the application.

Other commissioners echoed similar sentiments. Newer members of the commission acknowledged that they were less familiar with the rumored development proposal but nevertheless concluded that the request before them appeared fair and supported the ordinance. Commissioner Sharpe admitted that their primary confusion stemmed from not understanding why a right-of-way needed to be vacated in order to create easements that would provide many of the same public functions already present. Once staff explained that the vacation was intended to create flexibility for future redevelopment while preserving public access through easements, Commissioner Sharpe indicated support as well.

Commissioner Nutkins offered a more extensive analysis of his concerns. While noting that right-of-way vacations were not unprecedented and had occurred elsewhere in town, Commissioner Nutkins questioned what would happen if the anticipated development never moved forward. He pointed out that the Town would have permanently vacated a public right-of-way, raising questions about whether the replacement easements would remain in place indefinitely or whether the right-of-way could somehow be restored. He emphasized that if a property owner had requested a vacation without any indication of future plans, he would likely have opposed the request. Commissioner Nutkins also cautioned against framing the proposal as a "trade" in which the Town receives benefits in exchange for granting a vacation. In his view, the commission's responsibility was to evaluate the merits of the application itself rather than engage in what he termed "horse trading."

In response, staff provided detailed procedural explanations. Staff explained that the commission was legally limited to considering the item on its agenda, the right-of-way vacation, and could not formally evaluate a future development proposal that had not yet been scheduled for review. Staff also noted that it is common practice for right-of-way dedications and vacations to occur before development approvals because many projects depend on resolving property and access issues first. Regarding the concern about a stalled project, Staff explained that if the conditions attached to the vacation were not satisfied, the approval could become invalid, requiring additional action by the Town to resolve the situation.

The discussion then turned to the distinction between temporary, conditional, and permanent easements. Commissioner Nutkins remained concerned that the language used in presentations and documents seemed inconsistent and could create uncertainty if development never occurred. Tez Hawkins clarified that the utility easement should not be viewed as temporary but rather as conditional. The easement would remain in place until all utilities were relocated and the corridor no longer served a public purpose. If redevelopment never happened, the easement would effectively continue indefinitely and preserve the Town's access rights. Several commissioners continued probing the issue, seeking assurance that the Town's rights would remain protected even if ownership changed or the property sat undeveloped for decades.

Commissioner Sharpe focused on how the easements would be documented and enforced. She questioned where the permanent pedestrian easement would be legally recorded if there were no replat and no separate easement agreement. Staff explained that the easement rights would be embedded directly into the ordinance itself and supported by legal descriptions and metes-and-bounds surveys. Commissioner Sharpe then explored a hypothetical scenario in which no development occurred. Staff confirmed that, under such circumstances, the adjoining property owners would retain the expanded parcels created by the vacation, while the easements would remain in place. Re-establishing a public right-of-way in the future would require a new dedication or subdivision process. Although Commissioner Sturgeon remained concerned that the arrangement could become administratively complicated if redevelopment never occurred, staff emphasized that substantial legal review had been conducted with the Town Attorney, the applicant's attorney, and the Eagle County Assessor's Office to ensure the process complied with state law.

A final point of discussion involved the value of the land being transferred. Commissioner Sturgeon questioned whether the acreage being granted to the property owners was equivalent in monetary value to the smaller easement areas being retained by the Town. Tom responded that the Town's analysis focused less on appraised land value and more on the practical public benefits being secured. He explained that the adjacent property owners were indeed gaining ownership of the vacated land permanently, regardless of whether development occurred. However, the Town was simultaneously receiving important benefits that would support the Grand Avenue project, including a pedestrian easement and a slope easement that would avoid the need for expensive retaining walls and potential land acquisition efforts. According to Tom, those benefits provided immediate and tangible value to the public.

The discussion concluded with commissioners acknowledging that the existing alley provided limited public utility because it did not function as a through connection within the street network. Most commissioners ultimately agreed that the easements and public improvements offered sufficient justification for the vacation. However, several members continued to express reservations about the timing of the request and the difficulty of separating it from the anticipated Capital Flats development. Staff acknowledged that application materials still contained references to Capital Flats because the vacation request and development proposal had initially been submitted together before being separated into different review processes. Commissioners viewed this as contributing to the awkwardness of evaluating the vacation independently, though it did not ultimately prevent most members from supporting the application.

Motion

Commissioner Winkeller motioned to approve file number: ROW 24-01, Resolution 10, series 2026 with the listed conditions of approval based on the testimony provided and the recommended findings of fact and conclusions of law as detailed in the staff report with the conditions 1 through 4. Commissioner Sharpe seconded, and the motion to approve passed with six votes for yes and one vote for no. Commissioner Sturgeon voted against file number: ROW24-01.

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1. **Project:** 301 Broadway - Minor Development Plan and Lot Consolidation
   File #: DR25-06
   Applicant: Michael Noda
   Location: 301 Broadway
   Staff Contact: Tez Hawkins, Senior Planner
   Request: A Minor Development Plan proposing a three-story building, inclusive of 4,681 square feet of ground-floor commercial/retail space and a total of nine residential units divided between the second and third stories. The Minor Development Plan also includes an above-ground parking garage, a retail/restaurant plaza, and a rooftop area. A lot line adjustment has been applied for as a companion application in conjunction with the development plan

Staff Presentation

Tez Hawkins presented a minor development permit application for property located at 301 Broadway, requesting approval for a three-story mixed-use building containing ground-floor commercial/retail space, nine residential units, and an associated parking garage, along with a companion lot line adjustment between the two parcels. The site is currently vacant and located within the Broadway zoning district. The proposal includes 4,681 square feet of retail space on the ground floor, upper-story residential units consisting entirely of two-bedroom layouts of varying sizes, rooftop residential amenities, and outdoor patio areas. As part of the project, the applicant also proposes to underground existing power and telecommunications lines located in the alley behind the site.

Tez noted that staff received two public comments during the review process. The first expressed concern that the original building height was excessive and would negatively impact surrounding properties; staff responded that the initial submittal did not fully comply with applicable code standards, and the applicant subsequently revised the design to reduce building height, after which the commenter did not provide further feedback. The second comment raised concerns about construction-related noise and vibration, referencing prior disturbance during demolition of a previous on-site use; staff acknowledged that construction impacts are typical but noted that town regulations limit construction hours to mitigate disruption.

In evaluating the application under the Land Use Development Code, staff found the development to be generally consistent with applicable standards, subject to conditions ensuring compliance with remaining requirements. These conditions primarily relate to final coordination of landscaping and utilities, as well as further evaluation of the feasibility of undergrounding utility lines in the alley. Staff also confirmed that the project is consistent with prior land use approvals and is not located within a planned unit development but remains compatible with existing plats and entitlements.

Regarding consistency with the Comprehensive Plan and any applicable corridor plans, staff determined that the project supports key community goals, including redevelopment of Broadway, activation of underutilized parcels, strengthening of ground-floor commercial activity, and promotion of infill development that enhances the character and vitality of the downtown area. The proposal was viewed as contributing positively to the town's vision for a more active, walkable, and economically vibrant corridor while maintaining small-town character.

Tez Hawkins also presented findings for the companion lot line adjustment application. Staff concluded that the adjustment meets all applicable criteria and will facilitate the proposed development. A development agreement is included to ensure required public improvements are completed, including re-striping parking along Second Street and upgrading an existing driveway area to proper sidewalk, curb, and gutter infrastructure. Staff noted that the current condition reflects prior non-pedestrian use, and the upgrades are necessary to bring the frontage into compliance and improve safety and accessibility. Staff determined that the lot line adjustment will not negatively affect neighborhood character and will not result in density exceeding zoning limits or prior approvals.

Questions for Staff

The Town of Eagle's Planning and Zoning Commission raised a question regarding the lot line adjustment plat and Tez Hawkins responded by clarifying that the lot line adjustment is processed as an administrative approval but is included as a companion application within the overall development plan set. He explained that while a separate plat may not have been included as a distinct document, the development plans themselves depict the existing and proposed lot line configuration, including the shift in boundary between the parcels.

As the discussion continued, commissioners referenced the graphic exhibit shown on screen and confirmed that it helped clarify the proposed adjustment, though some still expressed that it was not immediately apparent in the packet materials. The applicant team clarified that the adjustment involves two separate property owners, with the applicant intending to purchase the adjacent property, 321 Broadway, and that the parcels would remain compliant with zoning standards after the adjustment. Commissioners also asked whether the lot line change would be accompanied by a common access easement, and staff confirmed that an access easement would be established as part of the arrangement.

Additional questions focused on compliance implications, particularly whether the shifted lot line would cause existing structures to become nonconforming or whether setbacks would be met following the adjustment. Staff explained that a portion of an existing garage on the affected property is currently nonconforming and that, depending on approval of the lot line adjustment, the structure would be removed or replaced with a new garage constructed in compliance with the updated property boundaries. Commissioners sought clarification on whether the proposed garage was a renovation or a new structure, and staff indicated it appeared to be a reconstructed wood-frame garage, deferring final clarification to the applicant.

The Commission also briefly confirmed that the proposal would not trigger affordable housing requirements. Overall, the questions reflected procedural concerns about documentation clarity, the need for a clear visual representation of the proposed lot line adjustment, and confirmation that the resulting parcels and structures would remain compliant with zoning and setback requirements. Despite initial frustration over missing materials, the discussion moved toward reliance on the on-screen exhibit and staff clarification to resolve uncertainties before proceeding.

Applicant Presentation

Alex Chay, representing One Harvest Investment Group and the potential future developer of 301 Broadway, introduced the broader vision for the proposed Eagle's Nest on Broadway, Altair Residences, as a redevelopment intended to align with the Town of Eagle's long-term downtown revitalization goals. The proposal emphasizes activating the ground floor with high-quality retail and commercial space intended to attract businesses and enhance the pedestrian environment, while adding nine residential condominium units above, supported by covered parking, storage, and shared amenities.

Architect Michael Noda of Neo Studio then presented the design and technical aspects of the project, emphasizing that the design had been developed in close collaboration with Town planning staff over approximately two years to ensure compliance with the Land Use Code and alignment with community design expectations. He described the architectural approach as drawing inspiration from Colorado mountain town commercial vernaculars such as Telluride, Crested Butte, and Breckenridge, with an emphasis on breaking down building massing into smaller, articulated forms. The design uses material changes, step-backs, and façade modulation to avoid large uninterrupted building surfaces, with no façade exceeding 60 feet without a change in material or architectural expression. The lower levels are designed with masonry and stone to reflect a more traditional commercial base, while the upper level is stepped back with more contemporary materials, larger windows, and metal siding to reduce perceived mass and introduce visual variation.

A significant portion of the presentation focused on the shared courtyard and access arrangement between 301 Broadway and the adjacent property at 321 Broadway. Michael explained that the two properties would coordinate to create a 25-foot-wide shared plaza and access easement area, split evenly between the parcels, which would serve both as a pedestrian-oriented public space and as shared vehicular access to a parking garage. This configuration would allow the removal of an existing curb cut on Third Street, improve sidewalk continuity, and reduce vehicular conflicts, while also supporting a more pedestrian-friendly streetscape. He emphasized that this plaza area would remain open space and would not support any future building construction due to utility constraints and its intended public function. The plaza is envisioned as an active space with seating, landscaping, and pedestrian amenities, and is intended to directly connect to the Broadway sidewalk and enhance the retail frontage experience.

The applicant also explained the property transaction component of the proposal, stating that approximately 7.5 feet of land would be acquired from the neighboring property to help create the symmetrical 25-foot plaza configuration. This adjustment is intended to balance ownership between the two properties and support the coordinated design of the shared space. Michael Noda further noted that as part of this arrangement, the existing garage structure on 321 Broadway would be renovated or modified to accommodate shared access needs within the easement area, ensuring functional integration between the two developments.

Additional technical elements included site circulation, parking, and utilities. The project proposes approximately 18 on-grade parking spaces accessed from the shared rear circulation system, and coordination with utility providers, particularly Holy Cross Energy, to underground existing overhead power lines along the site frontage and adjacent blocks. The applicant indicated that most of the planned undergrounding aligns with utility master planning efforts and would significantly improve the visual character of the corridor.

Finally, Noda reviewed the residential program, which consists of nine total two-bedroom condominium units distributed across the upper floors, with five units on the second floor and four on the third floor. The building also includes a rooftop amenity terrace for residents, accessed by elevator and stair.

Questions For Applicant

The Planning and Zoning Commission's discussion with Michael Noda centered on several key areas. A major portion of the conversation focused on the rooftop deck design, specifically whether the proposed pergola or canopy structure was permitted. Commissioner Nutkins recalled prior code discussions suggesting that rooftop elements above the height limit should be strictly limited to mechanical equipment, stair and elevator enclosures, and not include additional architectural features such as pergolas or covered structures. This prompted clarification from staff and the applicant regarding current code language versus prior interpretations discussed during code amendments. Staff ultimately confirmed that under current code, only mechanical equipment is clearly allowed to extend above the height limit, while stair and elevator enclosures are permitted as well, but other architectural features like trellises or pergolas are not explicitly allowed unless otherwise interpreted or conditioned. The commission expressed concern about ensuring the proposal complied with the intended regulatory framework and suggested that a condition of approval may be necessary to resolve any ambiguity.

The discussion also revisited building height limits, with commissioners confirming that the base height limit for the district is 35 feet, with allowances up to 45 feet for certain exceptions such as mechanical equipment and vertical circulation elements. However, uncertainty remained about how strictly those exceptions applied to elevator and stair enclosures and whether additional rooftop architectural features could exceed permitted height. Michael Noda acknowledged the need for clarification and indicated willingness to comply with any required code interpretation or conditions imposed by staff or the commission.

Another topic of discussion involved the operability and design of ground-floor storefront openings facing Broadway and the shared plaza. Commissioner Nutkins questioned whether doors shown swinging outward in the plans would encroach into the public right-of-way, which would not be permissible. Michael explained that door swing direction and storefront configuration were still subject to refinement based on occupant load, tenant requirements, and final code compliance. He emphasized that the slab-on-grade design provides flexibility to adjust storefront recesses and entry conditions, allowing the design to accommodate code requirements such as vestibules while maintaining functional retail layouts. He also noted that corner conditions offer additional design flexibility and emphasized the importance of maintaining an active, pedestrian-oriented retail frontage.

Commissioners also discussed architectural massing and design quality, with Commissioner Sturgeon expressing appreciation for the stepped building form, façade articulation, and use of material changes to reduce perceived scale. The design was generally well received for its effort to preserve view corridors and maintain a sense of openness in the downtown context. Parking provisions were also briefly discussed, with commissioners noting the importance of providing adequate downtown parking to support both residents and surrounding businesses and expressing general support for the proposed on-site parking solution.

Staff and commissioners reiterated the importance of ensuring the project strictly complies with code requirements related to rooftop elements and building height, suggesting that additional clarification or conditions may be needed before final approval. Overall, while the commission expressed support for the project's design direction and downtown activation goals, their questions focused on resolving technical uncertainties around rooftop allowances, storefront functionality, and strict adherence to height and architectural standards.

Public Comment

Troy Fuller of 316 Wall Street asked if the parking is covered or not.

Discussion

Most commissioners expressed approval of the building's architectural design, noting that the stepped massing, façade articulation, and upper-floor setbacks helped reduce perceived bulk and create a more visually appealing structure consistent with downtown character. Several commissioners specifically praised the inclusion of the plaza concept, stating that, if successfully implemented, it would be a valuable downtown amenity that could enhance pedestrian activity and contribute positively to the Broadway corridor. Others highlighted the importance of adding housing and retail in the downtown core, describing the project as a welcome investment that supports broader goals of downtown revitalization, increased activity, and economic vitality.

Multiple commissioners also emphasized that the project successfully addresses practical downtown needs, particularly parking and mixed-use activation. The provision of on-site parking was repeatedly noted as a strength, with commissioners acknowledging that many downtown developments rely on limited or off-site parking, whereas this proposal integrates parking into the design. The inclusion of ground-floor retail and upper-story residential units was also viewed positively, with commissioners stating that the combination helps support both daytime and evening activity downtown and contributes to a more complete and functional urban environment.

At the same time, some commissioners reiterated concerns that had been raised earlier in the hearing regarding housing diversity and affordability, noting that while the project adds residential units, it does not significantly expand the range of housing types or affordability levels in the community. Although this was not framed as a reason for opposition, it was mentioned as a broader policy consideration related to long-term housing diversity goals.

The commission also briefly returned to a technical code issue regarding rooftop architectural elements and whether certain features, particularly the pergola or covered rooftop elements, were permitted under the town's height and architectural feature regulations. Commissioner Nutkins referenced prior discussions suggesting that rooftop allowances should be limited to mechanical equipment, stair and elevator enclosures, and potentially other strictly defined exceptions, expressing concern that some proposed elements might exceed those allowances. Commissioner Winkeller confirmed their understanding that the code permits architectural features such as domes, spires, and flagpoles, but acknowledged that prior commission discussions had focused on limiting covered rooftop gathering structures. Despite this brief uncertainty, the discussion did not shift the overall tone of support, with commissioners indicating that any remaining code interpretation issues could likely be resolved through clarification or conditions.

Commissioners reiterated their appreciation for the applicant's efforts to incorporate parking, stepped massing, and code-responsive design. The project was repeatedly described as a strong visual and functional fit for downtown Eagle, with multiple commissioners stating that it would be a positive addition to the town's core and help replace a long-standing iconic site with a new development that better reflects current community needs. Commissioner Sturgeon noted the importance of maintaining community memory associated with the prior use of the site, while still recognizing the need for redevelopment and modernization.

Motion

Commissioner Winkeller move to approve the file number: DR25-06 and LLA26-01 resolution 11, series 2026 with the list of conditions of approval as well as the conditions added by the Planning and Zoning Commission to review architectural height exceptions and based on the testimony provided and the recommended findings of fact and conclusion of law as detailed in the staff report. Commissioner Sturgeon seconded, and the motion to approve passed unanimously.

COMMUNITY DEVELOPMENT UPDATE

Commissioner Nutkins asked Tom Gosiorowski, the Public Works Director, if the Planning and Zoning Commission was going to receive a presentation relating to the Grand Avenue Project. Tom responded to Commissioner Nutkins and let him know that a presentation will be giving to Planning and Zoning Commission soon.

ADJOURN

Commissioner Winkeller motioned to adjourn. Commissioner Nutkins seconded, and the motion to adjourn passed unanimously. All in favor.

Meeting Adjourned at 7:50 PM

AI Assistance
These meeting minutes were generated with the assistance of AI technology to enhance accuracy, organization, and clarity. The final version was reviewed and approved by Gram Dick to ensure completeness and adherence to meeting records.

June 15, 2026

Attn: Tez Hawkins
Town of Eagle Planning and Zoning Commission
Town of Eagle Planning Department

Subject: FORMAL PUBLIC COMMENT — OBJECTION to Alley Vacation Application (File No. ROW24-01) & Subdivision Sketch Plan (File No. SS24-02) for the "Capitol Flats" Project

Dear Commissioners and Town Planning Staff,

Please accept this formal letter of objection regarding the requested Public Right-of-Way (ROW) Alley Vacation for the proposed Capitol Flats development project (File No. ROW24-01). As a directly impacted neighbor with property immediately across the street from the proposed parking garage entrance and exit, I urge the Planning and Zoning Commission to deny this vacation application.

Public rights-of-way are permanent community assets held in trust for public benefit. They should not be abandoned to maximize private development footprints. The applicant has a viable path forward without absorbing public land; the developer can and should build around the existing alley. Forcing the vacation of this historic right-of-way introduces severe municipal, zoning, and logistical issues that harm the surrounding neighborhood:

1. Feasibility of Building Around the Existing Grid

- No Hardship for the Developer: The 100 block is sufficiently large to accommodate high-density multi-family housing while maintaining the historic alley. Forcing the town to surrender public land simply allows the developer to consolidate the block into a single massive footprint to justify an underground podium structure that will devastate the livability of the 100 block of Howard St.
- Preserving the Historic Grid: Retaining the alley forces a superior architectural layout that splits the development into separate, context-appropriate buildings that align with the scale and character of downtown Eagle, rather than a single, looming complex.

2. Violations of Zoning Intent and Neighborhood Buffers

- Erosion of Neighborhood Character: This public alley forms a critical physical buffer separating the high-density Commercial Mixed-Use (CMU-1) zone from the historic Old Town Residential (OTR) neighborhood on Howard Street.

- Incompatible Edge Effects: Erasing this right-of-way allows high-density commercial features to build right up against residential zoning boundaries, violating the buffer and scale protections outlined in the Town of Eagle Land Use and Development Code.

3. Concentrated Traffic Bottlenecks and Safety Hazards

- Flawed Circulation Design: An open, public alley system safely distributes vehicle movements, loading zones, and trash extraction.
- Impact on Residential Streets: Dissolving the alley forces the applicant to funnel all residential, visitor, and service traffic for the 101 proposed units into a single garage portal onto Howard St. This creates a severe, localized traffic bottleneck on a narrow residential lane, introducing safety hazards for pedestrians, children, and vehicles alike.

4. Loss of Vital Municipal Snow Storage Margins

- Depletion of Plow Zones: In Eagle, alleys provide essential areas for municipal snow storage and removal operations during the winter months.
- Compounding Neighborhood Impacts: Eliminating the alley strips the block of historical plow pushing zones. Without this open space, the developer will be forced to stack snow on tight property edges, creating dangerous sightline obstructions at intersections and sending freezing meltwater runoff directly across the street into public rights-of-way and neighboring properties.

For these reasons, the request to permanently dissolve public land for private lot maximization is entirely unnecessary and detrimental to the town. I respectfully request that the Planning and Zoning Commission direct the developer to redesign their sketch plan around the existing public grid and deny the Right-of-Way Vacation application (ROW24-01).

Thank you for your time and dedication to protecting our community's character and public assets.

Sincerely,

Erica Laczi
108 Howard St.
Eagle, CO 80436

kate.laczi@gmail.com
303-589-3153

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

File #

Date Recieved

LAND USE & DEVELOPMENT APPLICATION

Pursuant to the Land Use & Development Code, Title 4

ZONING REVIEW	DEVELOPMENT REVIEW	SUBDIVISION REVIEW
☐ Special Use Permit ☐ Zoning Variance ☐ Rezoning ☐ Temporary Use Permit ☐ Encroachment Permit ☐ Wireless Communications Facility	☐ Minor Development Permit ☐ Major Development Permit **PLANNED UNIT DEVELOPMENT (PUD) REVIEW** ☐ PUD Zoning Plan ☐ PUD Development Plan	☐ Concept Plan ☐ Preliminary Plan ☐ Final Plat ☐ Lot Line Adjustment ☐ Condominium / Townhouse ☐ Minor Subdivision

If permit type not specified above, fill in here Right-Of-Way Vacation

PROJECT NAME Eagle Multifamily LLC

PRESENT ZONE DISTRICT CMU1 PROPOSED ZONE DISTRICT (if applicable)

LOCATION

STREET ADDRESS 104, 110, 124 Capitol, 217 E Second St, 103, 123, 137 Howard

PROPERTY DESCRIPTION

SUBDIVISION Eagle LOT(S) 1, 2, 3, 4, 5, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, Parcel A, Parcel B BLOCK 13

(attach legal description if not part of a subdivision)

DESCRIPTION OF APPLICATION/PURPOSE

Alley abandonment to allow for combination of all lots on the block into one property.

APPLICANT NAME Eagle Multifamily LLC PHONE 970/328-0403

ADDRESS PO Box 421 Gypsum, Colorado 81637-421 EMAIL perry@vailland.com

OWNER OF RECORD Eagle Multifamily LLC PHONE 970/328-0403

ADDRESS PO Box 421 Gypsum, Colorado 81637-421 EMAIL perry@vailland.com

REPRESENTATIVE* Alison Perry, Vail Land Company PHONE 970/306-2264

ADDRESS PO Box 4691 Eagle, Colorado 81631-4691 EMAIL perry@vailland.com

*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 per Chapter 4.17.030 of the Eagle Municipal Code (pg. 236) (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, title report, or other acceptable forms of proof) for subject property.

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

☑ Project specific checklist.

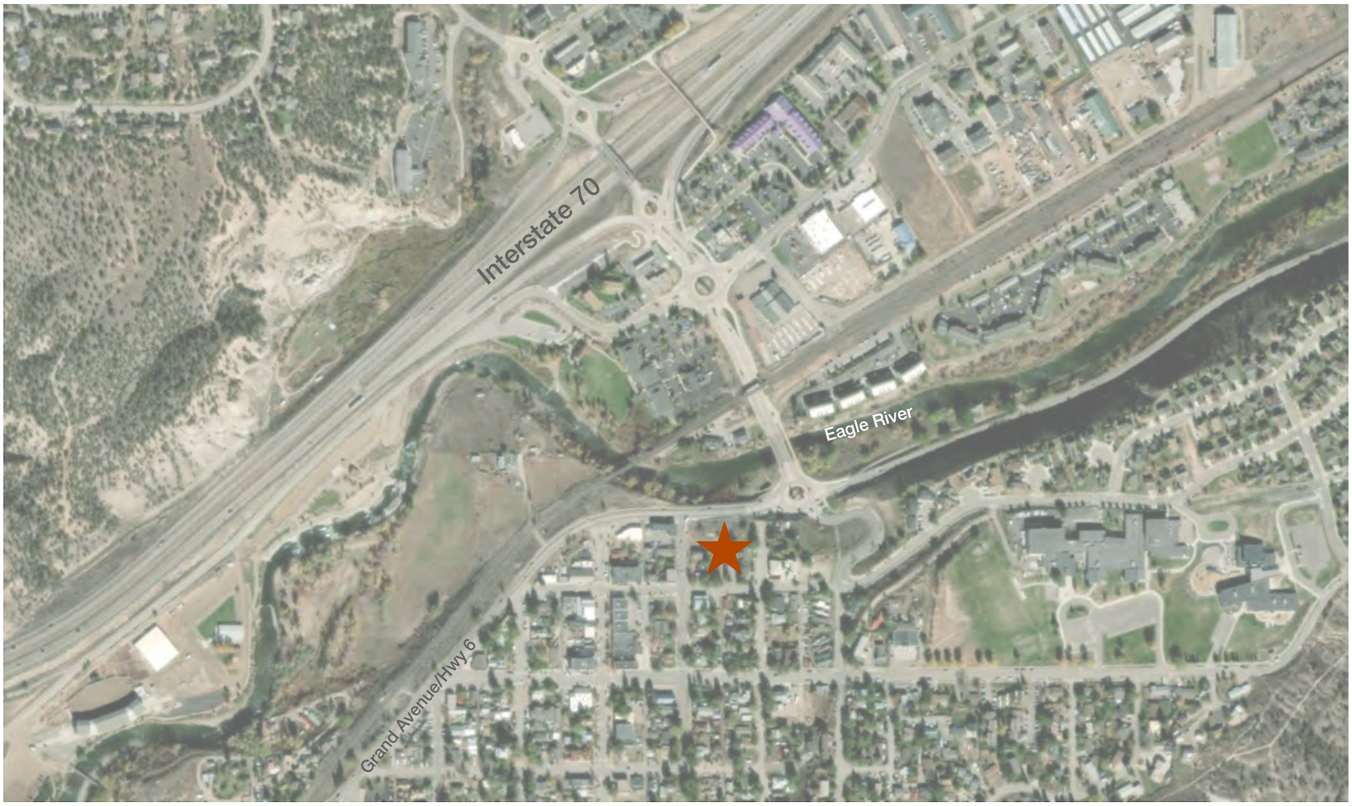
FEES AND DEPOSITS:
See Eagle Municipal Code Section 4.••.0••• (pg. 239)

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.

Ali Perez ________________________ October 30, 2024

Signature Date

Area Orientation Map:



Properties subject to Applications:

Right of Way Vacation Exhibit and Legal Description

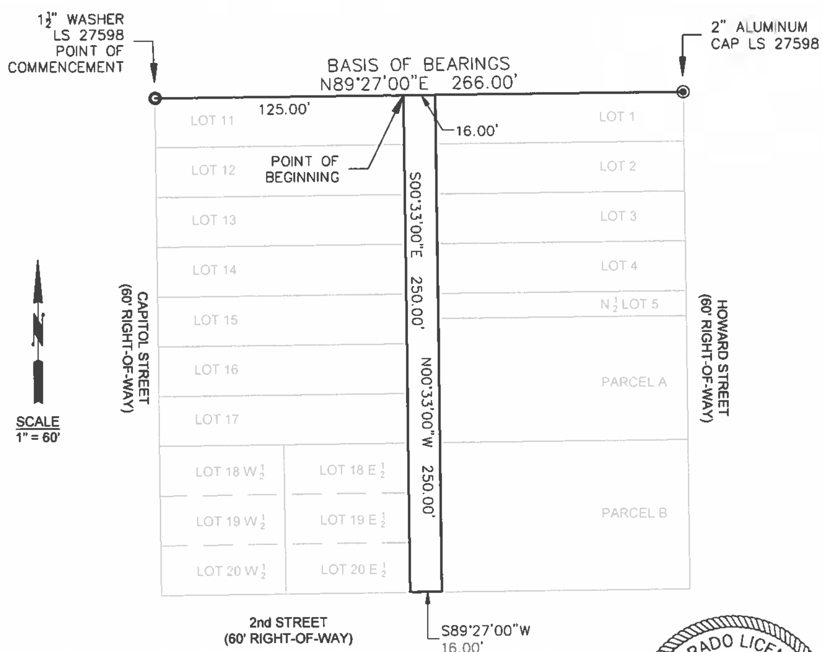
EXHIBIT A
SHEET 1 OF 1

LEGAL DESCRIPTION

A parcel of land for the purposes of a 16-foot alley situated in Section 32, Township 4 South, Range 84 West of the 6th Principal Meridian, being more particularly described as follows:

Commencing at a point marking the northwest corner of Lot 11, Block 13, Town of Eagle according to the plat thereof monumented by a found 1½-inch diameter brass washer in a wall LS 27598, thence N 89°27'00" E a distance of 125.00 feet to the northeast corner of Lot 11, Block 13, Town of Eagle, the true point of beginning. Thence S 00°33'00" E a distance of 250.00 feet to the southeast corner of Lot 20, Block 13, Town of Eagle. Thence, N 89°27'00" E a distance of 16.00 feet to the southwest corner of Parcel B, Town of Eagle, A Resubdivision of the southerly one-half of Lot 5 and Lots 6 thru 10, Block 13 according to the plat thereof recorded October 2, 1997 in Book 739 at Page 307, Clerk and Recorder's Office, County of Eagle, State of Colorado. Thence N 00°33'00 W a distance of 250.00 to the northwest corner of Lot 1, Block 13, Town of Eagle. Thence S 89°27'00" W a distance of 16.00 feet to the northeast corner of Lot 11, Block 13, Town of Eagle, the true point of beginning; containing 0.092 acres more or less.

Bearings are based upon a point marking the northwest corner of Lot 11, Block 13, Town of Eagle monumented by a found 1½-inch diameter brass washer in wall LS 27598 and a point marking the northeast corner of Lot 1, Block 13, Town of Eagle monumented by a found 2-inch diameter aluminum cap on number 5 rebar LS 27598, as shown hereon and according to the plat thereof, the bearing being N 89°27'00" E a distance of 266.00 feet.



CERTIFICATION

I, John R. Curran, a Professional Land Surveyor in the State of Colorado, do hereby certify that this Exhibit was prepared by me or under my direct supervision, responsibility and checking. I further certify this is not a monumented land survey, Land Survey Plat, Improvement Survey Plat, or an Improvement Location Certificate.

COLORADO LICENSED JOHN ROBERT CURRAN 5/10/24 28267 PROFESSIONAL LAND SURVEYOR

John R. Curran, PLS 28267

23095 – Alley Vacation Exhibit.dwg

MARCIN ENGINEERING LLC

P.O. Box 1062
AVON, CO 81620
(970) 748-0274
(970) 748-9021 FAX

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.

OTTENJOHNSON
ROBINSON NEFF + RAGONETTI PC

DIANA CARUSO JENKINS
303 575 7519
DJENKINS@OTTENJOHNSON.COM

July 1, 2026

Via E-Mail

Tez Hawkins, Planner
Town of Eagle, Community Development
200 Broadway
PO Box 609
Eagle, CO 81631

Re: Right-of-Way Vacation, Supplemental Narrative Update for Town Right-of-Way running north-south through the block bound by Capitol Street, Grand Avenue, Howard Street, and East Second Street (the "**ROW**") (originally associated with Companion Project Number: SS24-02)

Dear Tez:

This firm represents Eagle Multifamily LLC (the "**Applicant**"), with respect to certain real property located at 104 Capitol Street, 110 Capitol Street, 124 Capitol Street, 130 Capitol Street, 217 East Second Street, 103 Howard Street, 123 Howard Street, and 137 Howard Street (the "**Lots**") in the Town of Eagle (the "**Town**"). This Supplemental Narrative was originally submitted on February 12, 2026, in addition to the original narrative dated December 13, 2024 (the "**Original Narrative**") in support of the Applicant's request to vacate the ROW running north-south through the central land area between the Lots, pursuant to the Town's Land Use and Development Code ("**LUDC**") (this "**Application**" or the "**ROW Vacation**").

As of the date set forth above, this Supplemental Narrative has been updated to include feedback received from the Town staff and includes material information referenced within the Original Narrative. This Supplemental Narrative includes only the information previously provided on December 13, 2024, February 12, 2026, and within the public record as provided orally and written during the June 16, 2025 Planning and Zoning Commission public hearing, but does so in a single, consolidated narrative.

This Supplemental Narrative is provided in order to ensure the Application narrative, including this Supplemental Narrative and the Original Narrative, provides an up-to-date analysis of the LUDC Applicability and Review and Decision Making provisions at LUDC Section 4.17.100.G, as revised since the Original Narrative submittal.

LUDC Section 4.17.100.G.2.

<u>Applicability - A request for Vacation may be filed when</u>:

a. The street or alley:

    i. Has never been, or is not anticipated to be formally opened or used;

    ii. Is no longer needed because of design changes made by the Town;

    iii. Has never been used for public purposes, or

iv. Has been abandoned and removed.

As provided in further detail in the ROW Application Response Letter, prior to the Town's relinquishment of access to and use of the ROW, the alley will be abandoned and all utilities relocated. Therefore, the conditional nature of the requested ROW Vacation ensures condition iv. is met.

b. All portions of the street or alley to be vacated are within the Town; and

All portions of the alley to be vacated are location within the Town.

c. No portion of the street or alley to be vacated constitutes a boundary line between two counties or the boundary of the Town.

No portion of the alley to be vacated constitutes a boundary line between two counties or the boundary of the Town.

LUDC Section 4.17.100.G.5.

Review and Decision Making:

a. The Planning and Zoning Commission shall review and recommend and the Town Council shall review and decide on an application for Vacation based on the following criteria:

i. Comprehensive Plan. The vacation is consistent with the Comprehensive Plan;

As discussed by the Applicant team during the June 16, 2026 Planning and Zoning Commission hearing on this matter, the request is consistent with the Comprehensive Plan due to conformance with the following:

- **Goal 2-5; Policy 2-5.2 - Enhance gateways and streetscapes to reflect the Town's unique identity, providing a clear sense of arrival.**
- **Goal 3-3; Policy 3-3.2. Improve the safety and efficiency of bicycle and pedestrian crossings throughout Town, with additional improvements along Grand Avenue/Highway 6.**
- **Goal 5-2; Policy 5-2.1. Ensure adequate access to and appropriate mobility options within the Town through improving circulation on US Highway 6/Grand Avenue and designing the vehicular network to anticipate future development and transportation needs.**
- **Goal 5-2; Policy 5-2.2. Ensure streets effectively accommodate transit, bicycles, pedestrians, and other transportation options as determined appropriate**
- **Goal 5-3; Policy 5-3.2. Ensure efficient multimodal connectivity between all residential areas and public destinations.**

- **Goal 5-4; Policy 5-4.1. Maintain public services and infrastructure per community expectations and Town standards.**

Approval of the ROW Vacation will result in the Town receiving benefits in connection with the Grand Avenue improvements project. The Applicant proposes to grant a perpetual Non-Vehicular and Sidewalk Easement, allowing the Grand Avenue improvements to be located on property owned by Applicant and ensure the Town's desired design may be achieved. This design will enhance the entryway to the Town, along Grand Avenue and Capitol Street, as well as contribute to the sense of arrival. Additionally, the alley cannot serve as a through street nor fully contribute to a traditional grid pattern due to it dead ending at Grand Avenue. For this reason, vacating the alley way does not negatively impact connectivity and instead will provide the Town with the Non-Vehicular and Sidewalk Easement to provide better pedestrian connectivity and a safe route along a major entry point to the Town. Further, the Applicant proposes to grant a Slope Easement to support the construction needs of the Town in connection with the Grand Avenue improvements.

ii. Land Use and Development Code standards. The vacation will comply with the applicable standards of this LUDC.

The vacation will comply with the applicable standards of the LUDC, notably including LUDC Section 4.09.060.D.2 with respect to ensuring continued public utility needs.

iii. Public purpose. The street or alley is no longer needed for transportation, public utility, or drainage purposes;

The proposed Utility Easement will ensure the alley continues to be used as needed for public utilities until such infrastructure is permanently relocated.

iv. Property access. No land adjoining the street or alley to be vacated shall be left, as a result of the vacation, without adequate public services or vehicular access.

No adjoining properties will lose access or utility services. The Town will maintain all existing operations, functions, and maintenance rights until utility infrastructure is permanently relocated, as further described in the proposed Utility Easement.

The Applicant team appreciates the opportunity to provide this further information. We look forward to working with the Town on this Application.

Sincerely,

Diana Caruso Jenkins

Diana Caruso Jenkins
For the Firm

6718101.1

To: Mayor Woods and Town Council

From: Nikki Davis, Economic Development & Housing Specialist

Date: July 28, 2026

Agenda Item: Resolution 51, Series 2026, A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing Members to the Economic Vitality Committee

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REQUEST: Staff requests that the Town Council consider Resolution 51-2026, reappointing two existing members and appointing five new members to the Economic Vitality Committee.

BACKGROUND: With the adoption of Resolution 47-2026, the Economic Vitality Committee (EVC, Committee) now consists of nine voting members appointed by the Town Council to staggered two-year terms. Members advise the Town Council and Town Manager on matters related to economic development and business vitality.

The first terms of Kim Fritzler and Joel Wallen expire on July 31. At the Committee's April 9 meeting, both members expressed their desire to continue serving and are eligible for reappointment to second two-year terms.

Since the spring, Kelly Herzog, Kim Goodrich, Matt Felser, and Christina Hofman have resigned from the Committee, creating four vacancies. In addition, the recently amended EVC Bylaws expanded the Committee from seven to nine voting members, resulting in five positions being filled through this appointment process.

During the June 1–30 recruitment period, the Town received eight impressive applications from highly qualified, passionate community members. At its July 16 meeting, the EVC and staff met with all applicants, conducted an informal roundtable Q&A, and discussed the qualifications and perspectives each candidate would bring to the Committee.

ANALYSIS: Following deliberation, the Committee recommends appointing Katie Bristow, Jason Cole, Dan Shaughnessy, Cal Seneker, and Patrick Sherwood to fill the five available seats. The Committee also recommends the reappointment of Kim Fritzler and Joel Wallen in recognition of their continued commitment and contributions during their first two-year terms.

Staff and the EVC would also like to acknowledge and thank Rebecca Adkins, Heidi Bintz, and Ben Dodd for their interest in serving the community and for participating in the roundtable forum.

<u>Town Council Appointment Process</u>
While the EVC's recommendations are an important part of the appointment process, the authority to appoint Committee members remains with the Town Council. The EVC Bylaws require the Town Council to appoint members by written ballot, with ballots tallied by the Town Clerk, followed by a motion to formalize the appointments. Each Council member independently casts votes for the candidates they wish to appoint, and the written ballots become part of the public record.

COMMUNITY INPUT: The June 2026 recruitment period generated strong community interest, with eight qualified applicants seeking appointment. A link to their applications is included under *Attachments.*

BUDGET/STAFF IMPACT: No additional budget or staffing impacts are anticipated. Committee members serve as volunteers, and staff support will continue within existing departmental resources.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: The EVC serves as an advisory body supporting implementation of the Town's economic development initiatives. These appointments ensure the Committee is made whole and positioned to provide community expertise as the Town advances the priorities identified in the 2026 Strategic Plan.

RECOMMENDED ACTION OR PROPOSED MOTION: A motion to approve Resolution 51, Series 2026, A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing Members to the Economic Vitality Committee.

ATTACHMENTS:
1. Resolution 51, Series 2026
2. EVC Appointment Ballot
3. (LINK): 2026 EVC Applicants
4. (LINK): EVC Bylaws

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 51
(Series of 2026)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, APPOINTING MEMBERS TO THE ECONOMIC VITALITY COMMITTEE

WHEREAS, Article II of the amended Town of Eagle Economic Vitality Committee Bylaws establishes the membership terms and appointment process for the Economic Vitality Committee (the "Committee"); and

WHEREAS, the terms of two Committee members expire on July 31, 2026, making them eligible for reappointment by the Town Council; and

WHEREAS, additional vacancies exist on the Committee as a result of member resignations and the Town Council's recent expansion of the Committee from seven to nine voting members; and

WHEREAS, the Town completed a public recruitment process, and the Economic Vitality Committee met with applicants and provided appointment recommendations for the Town Council's consideration; and

WHEREAS, the Town Council has conducted the appointment process in accordance with the Economic Vitality Committee Bylaws.

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

Section 1. The following individuals are hereby reappointed to the Economic Vitality Committee for two-year terms commencing August 1, 2026, and expiring July 31, 2028:

1. ______________________________
2. ______________________________

Section 2. The following individuals are hereby appointed to the Economic Vitality Committee for two-year terms commencing August 1, 2026, and expiring July 31, 2028:

1. ______________________________
2. ______________________________
3. ______________________________
4. ______________________________
5. ______________________________

INTRODUCED, READ, PASSED AND ADOPTED ON JULY 28, 2026.

TOWN OF EAGLE, COLORADO

____

Bryan Woods, Mayor

ATTEST:

____

Camille Deering, Town Clerk

Town of Eagle | Economic Vitality Committee
Appointment Ballot

July 28, 2026

Councilmember Name: ______________________________

The Economic Vitality Committee Bylaws require the Town Council to appoint members by written ballot. Each ballot must identify the Councilmember casting the votes and will become a public record. Ballots will be collected and tallied by the Town Clerk. Following the tally, the Town Council will consider a motion to appoint the highest vote-getters.

Part I. Reappointments. Maximum Selections: (2)
Two current members are eligible for reappointment to new two-year terms.
Place an **"X" next to no more than two names.** Leaving a name blank indicates that you are not voting to reappoint that individual.

Vote	Candidate
☐	Kim Fritzler
☐	Joel Wallen

Part II. New Appointments. Maximum Selections: (5)
Five new members will be appointed from the eight applicants listed below.
Place an **"X" next to no more than five names**. Leaving a name blank indicates that you are not voting to appoint that individual.

Vote	Candidate
☐	Rebecca Adkins
☐	Heidi Bintz
☐	Katie Bristow
☐	Jason Cole
☐	Ben Dodd
☐	Dan Shaughnessy
☐	Cal Seneker
☐	Patrick Sherwood