



Town Council
Wednesday, November 12, 2025
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** [Need help?](#)

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Meeting ID: 276 400 152 851 9

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[+1 469-770-0416,,919027412#](#) United States, Kaufman

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Phone conference ID: 919 027 412#

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CALL TO ORDER - 6:00 PM

ROLL CALL

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

PUBLIC COMMENT *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.*

PRESENTATIONS *Prescheduled presentations from the public are limited to 5 minutes. Invited presentations are limited to 10 minutes. Prior arrangements for presentations are made with the Town Clerk. The Council cannot appropriate funds or waive fees in response to a presentation.*

1. Community Impact Award
2. Colorado Gives Day, John Weiss, Executive Director
3. Mean Street Boxing, Mike Pisciotta

CONSENT AGENDA - 6:20 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. Bill Pay
3. Community Grant Fund Awards
4. Henry Annexation Reimbursement Agreement

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

1. Town Manager Update
2. Department Update

BUSINESS ITEMS - 6:30 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. Vail Honeywagon Contract Update
 - a. Resolution 79, Series 2025, "A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE COLORADO APPROVING THE FIRST AMENDMENT TO THE AGREEMENT FOR REFUSE COLLECTION AND DISPOSAL SERVICES WITH VAIL HONEYWAGON ENTERPRISES, LLC"
2. PUBLIC HEARING: Miscellaneous Amendments to the Land Use and Development Code
 - a. Ordinance 17, Series 2025, An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Chapters 1, 2, 3, 8, 9, 10, 14, and 20 of Title 4 of the Eagle Municipal Code Related to Development Standards and Processes.
3. An Amendment to the Haymeadow Annexation and Development Agreement, Fee Settlement, and Acquisition of 7 Hermits LERP Units
 - a. Resolution 80, Series 2025, A Resolution of the Town Council of the Town of Eagle, Colorado Authorizing an Amendment of the Annexation and Development Agreement with Abrika Properties, LLC
 - b. Ordinance 15, Series 2025, An Ordinance of the Town of Eagle, Colorado Authorizing the Purchase of Real Property Located at 91 Mt. Hope Circle, Units A102 and C102 in Eagle, Colorado, Approving the Purchase and Sale Agreement for the Property, Authorizing the Mayor and Town Manager to Sign Documents on Behalf of the Town that are Necessary to Facilitate the Purchase of the Property
4. PUBLIC HEARING: 2025-2026 Capital & Operating Budgets and 2026 Fee schedule
 - a. Resolution 73, Series 2025, A Resolution Reappropriating Funds To The Various Funds And Spending Agencies, In The Amounts And For The Purpose As Set Forth Below For The Town Of Eagle, Colorado For The 2025 Budget Year
 - b. Resolution 74, Series 2025, A Resolution Summarizing Expenditures And Revenues For Each Fund And Adopting A Budget For The Town Of Eagle, Colorado For The Calendar Year Beginning On The 1st Day Of January 2026, And Ending On The Last Day Of December 2026
 - c. Resolution 75, Series 2025, A Resolution Appropriating Funds To The Various Funds And Spending Agencies, In The Amounts And For The Purpose As Set Forth Below For The Town Of Eagle, Colorado, For The 2026 Budget Year
 - d. Resolution 76, Series 2025, A Resolution of the Town Council of the Town of Eagle, Colorado, Adopting a Fee Schedule Effective On The 1st Day of January 2026, Pursuant to 2.34 of the Eagle Municipal Code

5. First Reading: Ordinance 16, Series 2025, An Ordinance of the Town of Eagle, Colorado, Granting a Franchise to Holy Cross Energy, Its Successors and Assigns, to Locate, Build, Install, Construct, Acquire, Purchase, Extend, Maintain, Repair, and Operate Into, Within and Through the Town of Eagle, All Necessary and Convenient Facilities for the Purchase, Generation, Transmission and Distribution of Electrical Energy, and to Furnish, Sell, and Distribute Said Electrical Energy to the Residents of the Town of Eagle for Light, Heat, Power and Other Purposes by Means of Conduits, Cables, Poles and Wires Strung Thereon, or Otherwise On, Over, Under, Along, Across, and Through All Public Easements and All Streets and Other Public Ways In Said Town of Eagle, Eagle County, Colorado and Fixing the Terms and Conditions Thereof
6. Resolution 72, Series 2025, A Resolution of the Town Council of the Town of Eagle, Colorado Appointing an Interim Town Manager

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 7:45 PM *Council will use this time to propose future agenda items, provide updates on Council Committees, and address general discussion items.*

ADJOURN - 8:00 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



To: Mayor and Town Council
From: Camille Deering, Town Clerk
Date: November 12, 2025

Agenda Item: 2025 Community Impact Award Winner

REQUEST: The Mayor and Town Council are requested to announce and honor this year's 2025 Community Impact Award winner.

BACKGROUND: The Town has been awarding the Community Impact Award to community members since 2014 in an effort to recognize those that have a positive impact on our community.

ANALYSIS: Solicitations for nominations took place in September of this year and we received five nominations. The individuals and businesses nominated were: Becky Burgess/Vail Valley Wellness/Eagle Rising, Scott Turnipseed, Sheryl Staten/Mountain Recreation, Shelly Fullhart/Brush Creek Elementary, and St. Mary's Preschool.

Past winners: 2024 Kim Fritzler, TJ Davis, Kelly Moser; 2023 Ernest Saeger and Raenette Johnson; 2022 Kyle Foster; 2021 Jennifer Filipowski; 2020 Andy Clark; 2019 Jay Lucas, Tara Novak, and Kat Conner; 2018 Alexis and Stan Kensinger; 2017 Rosie Shearwood; 2016 Mick Daly; 2015 John Shipp; and 2014 Scott Turnipseed and Chris Cook.

The Council was provided with the nominations and asked to make their selections via a ballot poll. The Mayor has been given the winner's name to announce during the meeting tonight. All nominees and their sponsors were invited to attend tonight's meeting.

COMMUNITY INPUT: A request for nominations was made on our website, via social media, through Eagle Today, and through various partner agencies seeking nominations.

BUDGET / STAFF IMPACT: This is a budgeted item and planned annual activity for staff.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: This program was developed prior to the adoption of the Strategic Plan. However, the intent of the Community Impact Award does highlight the Foundation of the Town's values of integrity, respect, commitment, responsibility, collaboration, and leadership.

RECOMMENDED ACTION OR PROPOSED MOTION: The Mayor is requested to honor all nominees and announce the 2025 Community Impact Award winner.

ATTACHMENTS: None.



OFFICIAL PROCLAMATION TOWN OF EAGLE COLORADO GIVES DAY

WHEREAS charitable giving in Eagle County, Colorado is critical to providing support that local nonprofit organizations need to make our community a desirable place to live; and

WHEREAS research shows an increase in online giving both locally and nationally, and many believe it is the future of philanthropy; and

WHEREAS Colorado Gives Foundation and FirstBank have partnered in an effort to increase charitable giving in our community through the online giving initiative Colorado Gives Day; and

WHEREAS, Colorado Gives Day in 2024 raised \$54.8 million statewide in a single 24-hour period via online donations, and \$1.47 million to Eagle County nonprofits via 4,645 individual donations at eaglecountycoloradogives.org, a website allowing donors to direct their contributions to one or more of the 55 local Eagle County charities featured on the site, making it an ideal resource for facilitating charitable giving to our locally based nonprofit organizations.

WHEREAS, Colorado Gives Day is Tuesday, December 9th this year, and all citizens are encouraged to participate because all donations, large or small, can make a difference to nonprofits in need.

NOW, THEREFORE, BE IT PROCLAIMED BY Mayor Scott Turnipseed and the Town Council of the Town of Eagle, Colorado THAT: Tuesday, December 9, 2025, will be known as Colorado Gives Day in our community.

Scott Turnipseed, Mayor
TOWN OF EAGLE

MEAN STREET BOXING CLUB

Eagle, CO

2016-2025





ROBERT CASTILLO 2024 Colorado Golden Gloves Open Class Champion!



ROBERT CASTILLO Colorado Golden Gloves Novice Champion!



ROBERT CASTILLO & DAVID MURUATO Champions Forever!



DAVID MURUATO working on boxing fundamentals that will take him to the National Title!



DAVID MURUATO & EDGAR ZAMMARON sparring partners!



DAVID MURUATO Colorado Golden Gloves Champion!



COACH OMAR & DAVID MURATO Colorado Golden Gloves Champion.



DAVID MURUATO National Silver Gloves Champion!



COACH OMA & DAVID MURUATO National Silver Gloves Champion



DAVID MURUATO & his National Silver Gloves Championship Team!



The Mayor and the Champ!



Eagle Town Council & the National Silver Gloves Champion DAVID MURUATO!



DAVID MURUATO USA Boxing National Junior Olympic Silver Medalist!



DAVID MURUATO USA Boxing National Junior Olympic Champion!



DAVID MURUATO & Championship Parents!



JAIME CHAVIRA JR. Colorado Golden Gloves Champion!



COACH JAIME SR. & JAIME CHAVIRA JR. Greeley, Colorado, Tournament Champion!



JAIME CHAVIRA JR. Greeley, Colorado, Championship Team!



COACH JAIME CHAVIRA SR. wrapping hands of JAIME CHAVIRA JR.



LEO CHAVIRA the Longmont, Colorado, boxing tournament Champion!



LEO CHAVIRA & former World Welterweight Champion Carlos Palomino



COACH JAIME SR. & LEO CHAVIRA resting before Golden Gloves bout.



ALEX YANEZ is ready for his first bout!



ALEX YANEZ runner up at the Colorado Golden Gloves!



ALEX YANEZ at Rapid City Youth Boxing Tournament.



ALEX YANEZ sparring with Rapid City professional boxer Paul White Face.



COACH NADIR & ALEX YANEZ at Colorado Golden Gloves tournament.



COACH EDGAR & DYLAN CARAVEO 2024 Colorado Golden Gloves Champion!



COACH MIKE & DYLAN CARAVEO at the 2024 Colorado Golden Gloves



Rapid City Youth Boxing Tournament and Mount Rushmore road-trip!



Pueblo, Colorado, boxing road-trip. We are the Champions!



DIEGO CERDA and Battle Mountain Boyz at 2024 Colorado Golden Gloves



COACH MIKE PISCIOTTA & EDGAR MORALES working in the corner between rounds.



MEAN STREET BOXING TEAM preparing for battle at the Colorado Golden Gloves!



MEAN STREET BOXING TEAM at the Colorado Golden Gloves Tournament of Champions!



MEAN STREET BOXING CLUB at the Colorado Golden Gloves Tournament of Champions!



MEAN STREET BOXING CLUB at the Colorado Golden Gloves Tournament of Champions!



MEAN STREET BOXING TEAM ready for battle!



MEAN STREET BOXING CLUB & The Town of Eagle keeping kids off the mean streets.

“Thanks for the memories!”



MEETING MINUTES
Town Council
Tuesday, October 28, 2025
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.*

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1.

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[Find a local number](#)

Phone conference ID: 359 929 832#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

CALL TO ORDER - 6:00 PM

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

ROLL CALL

COUNCIL MEMBERS PRESENT

Geoffrey Grimmer, Bryan Woods, Ellen
Bodenhemier, Mikel Kerst, Scott Turnipseed,
Jamie Woodworth Foral

COUNCIL MEMBERS ABSENT

STAFF PRESENT

Larry Pardee, Town Manager
Melissa Daruna, Assistant Town Manager
Richard Peterson-Cremer, Town Attorney
Rachel Tand, Finance Director/Treasurer
Carrie Buhlman, Police Chief
LT. Luke Causey

Tom Gosiorowski, Public Works Director
Peyton Heitzman, Community Development
Director
Lynette Horan, Human Resources Manager
Jessica Lake, Senior Planner
Molly Furtado, Special Events Manager
Sydney Dynek, Planner
Kyle Brotherton, Planner
Kira Koppel, Sustainability Specialist
Ryan Johnson, Town Engineer
Alex Smiley, Open Space & Trails Manager
Kevin Aoki, Information Technology Manager
Nikki Davis, Economic Development & Housing
Specialist

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

Agenda approved as presented.

PUBLIC COMMENT *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.*

Public Comment:

Chris Barbella: Provided feedback on the state of Town and development applications. He stated that he would like to see the basics done and is frustrated with the lack of response on projects.

Tim McMahon: Provided feedback that later bus routes would help with people returning to town from up valley later and would help reduce greenhouse gas emissions. He also encouraged everyone to vote.

PRESENTATIONS - 6:05 PM *Prescheduled presentations from the public are limited to 5 minutes. Invited presentations are limited to 10 minutes. Prior arrangements for presentations are made with the Town Clerk. The Council cannot appropriate funds or waive fees in response to a presentation.*

1. Eagle Valley Community Foundation
Eagle Valley Community Foundation: Presented information about the programs offered through the Foundation and show appreciation for the Council's support via the Community Grant Program.

Eagle Valley Library District: Presented information about the Library District.
2. Eagle Valley Library District, Tegan Davis

CONSENT AGENDA - 6:25 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.*

MOTION: Council Member Woods motioned to Approve the consent agenda. The motion was seconded and with a vote of 6 in favor (Grimmer, Woods, Bodenhemier, Kerst, Turnipseed, Woodworth Foral) and 0 opposed.

1. Minutes
2. 2026 MEAC Funding Requests Proposed Allocations

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

1. Town Manager Update
2. Q3 2025 Financials
Grimmer asked for clarification on the Colo Trust balance and interest rate. Finance Director Rache Tand responded.
Mayor Turnipseed expressed his appreciation for the Finance Director and team for their work on the finance reports.
3. Q3 2025 Capital Projects Report

BUSINESS ITEMS - 6:30 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: 2025 & 2026 Operating and Capital Budget Presentation
Finance Director Rachel Tand led the presentation of the updated 2026 draft budget detailing the incorporated changes requested from the last hearing and reviewing recommended staffing restructuring to help address the operating budget deficit. She also reviewed the Capital Improvememts Fund and proposed 2026 Fee Schedule.

Council member Grimmer provided comment to the Council about the Town of Eagle's mil levy being low compared to other local districts and and some towns. Mayor Turinpiseed noted that the only district that receives less money than the Town from a mil levy is the Cemetery District. He noted that while the Town collects sales tax as well, the Town is still comparatively low for property tax (mil levy) revenue and it was something for a future Council to consider.

Council member Bodenheimier commented that she did not view this budget as doom and gloom but truly a balancing of the structure and was appreciative of the work.

Mayor Turnipseed asked if the Council wanted to consider keeping the Info Center funded considering the small amount. Council member Grimmer noted that there were very interesting ideas for the Info Center from the summer CU Student project and there are opportunities to make the Info Center and site better or potentially repurpose parts of the site to better serve the community. Council member Woods noted that the parcel that the Info Center is on may need to be reconsidered and there is an opportunity to bring back some retail sales there. The Mayor clarified that the direction to staff was to to add the funding for the Info Center back into the budget for 2026.

Mayor Turnipseed next asked Rachel to clarify the deficit and what the fund balance shows. Rachel outlined the revenue adjustments made as well as the expense changes in the general fund.

Council member Grimmer asked about the grant funding the Town received in the last year and asked Manager Pardee about grant writer support and if utilizing a grant writer is still a good investment. Manager Pardee stated he believes it is still important and allows the Town the additional capacity to submit the larger grant applications.

Mayor Turnipseed opened the floor for public comment. There was no public comment.

2. Affordable Housing Accelerator Project (AHAP)

Nikki Davis and Jessica Lake presented the background on the AHAP and information about the proposed ordinance.

Woodworth Foral asked a question about the affordable housing targets. Nikki provided an update on the process and ability to submit a filing to qualify at a more applicable AMI before submitting our totals.

Public Comment:

- Tom Olden - Curious how this fast track will connect the local developers who have struggled to get projects approved.
 - Mayor clarified the 50% affordability threshold.

a. Ordinance 11, Series 2025, "An Ordinance of the Town Council of the Town of Eagle, Colorado, Amending Title 4 of the Town Code to Create a Fast-Track Review Process for Affordable Housing Projects, Adding a New Section to Chapter 4.17 of the Land Use and Development Code and Repealing and Replacing Section 13.14.030 of the Building Code."

Mayor Turnipseed Opened the floor for public comment on the issue.

- Tom Olden, resident, asked how the fast-track process envisioned in this plan was connected to other commercial development projects in the Town, specifically those that had recently not moved forward. The Mayor clarified that the fast-track process being considered this evening was specific to affordable housing.

Mayor Turnipseed closed the public comment and the Council voted to approve Ordinance 11, Series 2025.

MOTION: Council Member Woods motioned to Approve Ordinance 11, Series 2025, "An Ordinance of the Town Council of the Town of Eagle, Colorado, Amending Title 4 of the Town Code to Create a Fast-Track Review Process for Affordable Housing Projects, Adding a New Section to Chapter 4.17 of the Land Use and Development Code and Repealing and Replacing Section 13.14.030 of the Building Code. The motion was seconded and with a vote of 6 (Gimmer, Woods, Bodenhemier, Kerst, Turnipseed, Woodworth Foral) in favor and 0 opposed.

b. Resolution 68, Series 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado Accepting the Land Inventory Analysis and Affordable Housing Funding Strategy Developed Through the Affordable Housing Accelerator Project."

MOTION: Council Member Woods motioned to Approve Resolution 68, Series 2025 "A Resolution of the Town Council of the Town of Eagle, Colorado Accepting the Land Inventory Analysis and Affordable Housing Funding Strategy Developed Through the Affordable Housing Accelerator Project". The motion was seconded and with a vote of 6 (Grimmer, Woods, Bodenhemier, Kerts, Turnipseed, Woodworth Foral) in favor and 0 opposed.

3. Resolution 69, Series 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado, Adopting the Grand Avenue Corridor Plan as a Guidance Document to Inform Future Project Phases, Development Review, Access Management, Landscaping, and Necessary Right-of-Way Acquisition Along the Grand Avenue Corridor."

MOTION: Council Member Woods motioned to Approve Resolution 69, Series 2025 "A Resolution of the Town Council of the Town of Eagle, Colorado, Adopting the Grand Avenue Corridor Plan as a Guidance Document to Inform Future Project Phases, Development Review, Access management, Landscaping and Necessary Right-of-Way Acquisition Along the Grand Avenue Corridor." The motion was seconded and with a vote of 6 (Grimmer, Woods, Bodenhemier, Kerts, Turnipseed, Woodworth Foral) in favor and 0 opposed.

4. Approval of Old Town Hall Purchase and Sale Agreement

Nikki Davis, Economic Development Specialist presented a brief introduction to the presentation of the agreement, which has been prepared by the Town Attorney at the Town Council's request.

Ordinance 12, Series 2025, "An Ordinance of the Town Council of the Town of Eagle, Colorado, Authorizing the Sale of Town Owned Property Located at 112 West 2nd Street in Eagle, Colorado, Approving the Purchase and Sale Agreement for the Property and Authorizing the Town Manager to Sign Documents on Behalf of the Town That Are Necessary to Consummate the Sale of the Property."

- a. Mayor Turnipseed opened the floor for public comment on the issue. There was no public comment. The Mayor closed public comment and Council made no further comment before approving Ordinance 12, Series 2025.

MOTION: Council Member Woodworth Foral motioned to Approve Ordinance 12, Series 2025, "An Ordinance of the Town Council of the Town of Eagle, Colorado, Authorizing the Sale of Town Owned Property Located at 112 West 2nd Street in Eagle, Colorado, Approving the Purchase and Sale Agreement for the Property and Authorizing the Town Manager to Sign Documents on Behalf of the Town that are Necessary to Consummate the Sale of the Property." The motion was seconded and with a vote of 6 (Gimmer, Woods, Bodenhemier, Kerst, Turnipseed, Woodworth Foral) in favor and 0 opposed.

5. PUBLIC HEARING: Eagle Meadows Annexation No. 1 and No. 2 (File #AN24-01) (*Withdrawn by applicant*)

Mayor Turnipseed noted for the record that prior to the meeting the applicant had withdrawn this application.

- a. Resolution 70, Series 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado Making Certain Findings of Fact Regarding the Proposed Annexation of Real Property Located in Unincorporated Eagle County (Eagle Meadows Annexation No. 1 And No. 2)"

- b. Resolution 71, Series 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Associated Annexation Agreement to the Eagle Meadows Annexation No. 1 And No. 2"

- c. Ordinance 13, Series 2025, "An Ordinance of the Town Council of the Town of Eagle, Colorado Annexing to the Town Certain Unincorporated Territory Located in Eagle County and Zoning the Property Commercial Interchange (Parcel A of Eagle Meadows Annexation No. 1 and No. 2)"

- d. Ordinance 14, Series 2025, "An Ordinance of the Town Council of the Town of Eagle, Colorado Annexing to the Town Certain Unincorporated Territory Located in Eagle County and Zoning the Property Commercial Interchange (Parcel F of Eagle Meadows Annexation No. 1 and No. 2)"

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 8:00 PM *Council will use this time to propose future agenda items, provide updates on Council Committees, and address general discussion items.*

Council member Grimmer congratulated the Town Clerk and her family. He noted that the 3rd Grader visit from Eagle Valley Elementary was a great success. He toured Hernage Gulch with Open Space Manager Alex Smiley and a team helping with the restoration project. He noted that he heard from Elevar the day prior and about their work promoting local businesses. Finally, he noted that the Adam Palmer Fund was hosting a food sector discussion at Color Coffee coming in November.

Council member Woods also noted how impressed he has been with the impact of the Elevar team. He noted that school lunch is on the ballot and seconds for students is a big deal according to the 3rd Graders at Eagle Valley Elementary. He provided a comment on bus times, stating that the last bus leaving Vail is 1:05 a.m.

Council member Bodenheimier shared an idea for the Grand Ave Grill building and asked if it could become an incubator space or if there was an opportunity to host food trucks to activate the space. She asked if we could we bring this idea to Elevar or other group.

Council member Kerst noted that he would miss the next meeting. Kerst provided farewell remarks, noting that it was hard to be at the end of his service. He expressed his gratitude to the Town staff and community over his tenure of service, noting that it has been a true honor to work with everyone.

Council member Woodworth Foral stated that the Eagle Ranch Housing Corp may have a unit in the pipeline.

Mayor Turnipseed asked about the construction at the site at the round about near City Market. Staff responded that the infrastructure work underground is happening through a grading permit. Staff anticipates the building permit payment later this week. The Mayor then recognized Council member Kerst for his many years of service and dedication to the community, thanking him for all his work.

ADJOURN - 7:55 p.m.

Date: 11/12/25

Scott Turnipseed, Mayor

Melissa Daruna, Acting Town Clerk

**BILL SCHEDULE
OCTOBER 2025**

GENERAL FUND

Town Council

Pickup's Pizza	Meeting Expense - Budget Work Sessions	227.92
Eagle River Youth Coalition	Community Requests	1,892.00
Speak Up Reach Out	Community Requests	2,592.00
Total Town Council		4,711.92

General Government

CEBT	Health & Life Ins. Payable	1,353.83
Rocky Mountain Reserve LLC	Health & Insurance Benefits	10.83
Standard Insurance Company	Health & Life Ins. Payable	124.95
Cintas Corporation	Office Supplies	14.27
Chat GPT	Dues & Subscriptions	20.00
Economic & Planning Systems, Inc.	Professional Services	527.50
KLJ Engineering LLC	Professional Services	1,176.89
Karp Neu Hanlon, PC	Legal - General	9,186.50
Total General Government		\$ 12,414.77

General Administration

Araki, Matthew	Utility Overpayment Refund	332.37
Block, Michael Or Nancy	Utility Overpayment Refund	234.18
Bowman, Shane A Or Jennifer M	Utility Overpayment Refund	69.67
Budor, Nicholas Or Alison	Utility Overpayment Refund	22.49
Caldwell, Jonathan Or Caitlin	Utility Overpayment Refund	21.43
Drees, Jesse Or Molly	Utility Overpayment Refund	250.00
Evans, John Or Ottley, Mary	Utility Overpayment Refund	1,088.68
Greenholz, Laurence Or Churchill, N.	Utility Overpayment Refund	18.30
Grumbine, Christopher Or Gogleson, Sarah	Utility Overpayment Refund	129.98
Helfer, Allison Or Rhodes, Brian	Utility Overpayment Refund	194.68
Higbie, Gabrielle	Utility Overpayment Refund	1,067.30
Himmes Revocable Trust	Utility Overpayment Refund	840.92
Karen J Hunn Revocable Trust	Utility Overpayment Refund	33.26
Pennington, Paul Or Lynn	Utility Overpayment Refund	658.86
Ruocco, Meta	Utility Overpayment Refund	823.15
Greater Eagle Fire Protection Dist.	Fire Impact Fees Payable	80,796.29
Colorado State Treasurer	State Unemployment Payable	3,700.69
CEBT	Health & Life Ins. Payable	(1,109.49)
Mountain Peak Law Group PC	Misc Deductions Payable - Garnishments	1,438.96
Cannonball Productions	Facility Usage Deposit Refund	1,125.00
Cerny, Laura	Facility Usage Deposit Refund	750.00
Chambers, Jeff	Facility Usage Deposit Refund	1,050.00

General Administration (Cont.)

Deimund, Kelly	Facility Usage Deposit Refund	750.00
Eagle Chamber Of Commerce	Facility Usage Deposit Refund	675.00
Eagle Cub Scouts Pac 229	Facility Usage Deposit Refund	750.00
Eagle Mushroom & Wild Food Festival	Facility Usage Deposit Refund	620.00
Krok, Warren	Facility Usage Deposit Refund	1,125.00
Lopez, Margaret	Facility Usage Deposit Refund	750.00
Mata, Leticia	Facility Usage Deposit Refund	375.00
Oleson, Garrett Or Renee	Facility Usage Deposit Refund	750.00
Padilla, Alba	Facility Usage Deposit Payable	455.28
RTM Engineering Consultants	Facility Usage Deposit Refund	750.00
Strategic Development Partners	Contractor's License Refund	100.00
Krok, Warren	Facility Usage Fees Refund	400.00
Aoki, Kevin	Employee Housing Rental Refund	2,800.00
Chalmers Ford	Sale Of Fixed Assets - Trade in 2024 Ford F150	(35,500.00)
Deven Gnehm	Reimb Ford F350 XL Super duty-Transmission	3,350.00
Misc Reimbursement Income	Reimbursable Income	(737.64)
CEBT	Health & Insurance Benefits	9,241.30
Preventive Health Now	Health & Insurance Benefits	217.00
Rocky Mountain Reserve LLC	Health & Insurance Benefits	784.09
Standard Insurance Company	Health & Life Ins. Payable	307.58
Cintas Corporation	Office Supplies	80.88
Column Software, PBC	Legal Notices	89.25
CGFOA	Dues & Subscriptions	65.00
Mountain Careers	Dues & Subscriptions	175.00
Chase Paymentech	C.C. Transaction Fees	343.24
Xpress Bill Pay	C.C. Transaction Fees	95.45
Karp Neu Hanlon, PC	Legal	762.00
Caselle, Inc.	Computer Support	1,860.50
Xpress Bill Pay	Computer Support	50.00
City Market	Meeting Expense	122.16
King Soopers Customer Charges	Meeting Expense	87.36
Government Finance Officers Association	Tuition & Books	150.00
Johnson, Erik A.	Contract Payments	250.00
Cirsa	Insurance	(56.74)
Cirsa	Insurance - Pavilion	953.05
Total General Administration		\$ 86,526.48

Community Development

CEBT	Health & Life Ins. Payable	8,750.40
Rocky Mountain Reserve LLC	Health & Insurance Benefits	44.60
Standard Insurance Company	Health & Life Ins. Payable	326.54
Glenwood Springs Auto Parts Inc (Napa)	Vehicle Repair & Maint Supplies	143.42
Fleet Services	Vehicle Fuel	154.23

Community Development (Cont.)

Column Software, PBC	Legal Notices	130.25
American Planning Association	Dues & Subscriptions	690.00
WavePro	Dues & Subscriptions	16.00
Kutch, Eric	Recruitment - Building Official	1,000.00
Baseline Engineering Corporation	Professional Services	72.00
Baseline Engineering Corporation	Planning Reimbursable	13,453.00
Column Software, PBC	Planning Reimbursable	232.70
Garfield & Hecht, P.C.	Planning Reimbursable	9,458.50
Karp Neu Hanlon, PC	Planning Reimbursable	280.00
LRE Water	Planning Reimbursable	10,682.00
Karp Neu Hanlon, Pc	Legal	232.00
Capitol Public House	Meeting Expense	205.20
JHW Plan Review Services	Contract Services	3,680.00
School Of Public Affairs	Tuition & Books	1,000.00
Total Community Development		\$ 50,550.84

Municipal Court

CEBT	Health & Life Ins. Payable	105.84
Rocky Mountain Reserve LLC	Health & Insurance Benefits	0.64
Standard Insurance Company	Health & Life Ins. Payable	5.40
Amazon Capital Services	Office Supplies	49.72
Gendelman Klimas, Ltd	Legal	2,010.00
Caselle, Inc.	Computer Support	317.00
Ace Security And Safety Services LLC	Contract Payments	450.00
Johnson, Erik A.	Contract Payments	2,500.00
Total Municipal Court		\$ 5,438.60

Streets

CEBT	Health & Insurance Benefits	7,289.96
Rocky Mountain Reserve LLC	Health & Insurance Benefits	36.32
Standard Insurance Company	Health & Life Ins. Payable	267.26
Cintas Corporation	Office Supplies	68.91
Quill Corporation	Office Supplies	12.41
Fontana, Kevin	Uniforms	300.00
Trick Threads	Uniforms	585.00
G & S Tool Clinic, LLC	Repair & Maintenance Supplies	77.06
Grainger	Repair & Maintenance Supplies	383.26
Gypsum Ace Hardware LLC	Repair & Maintenance Supplies	226.92
Lawson Products	Repair & Maintenance Supplies	663.83
Thompson Welding	Repair & Maintenance Supplies	254.38
Wagner Equipment Co	Repair & Maintenance Supplies	182.89
Whitehall's Alpine BG	Repair & Maintenance Supplies	391.17
Glenwood Springs Auto Parts Inc (Napa)	Vehicle Repair & Mtn Supplies	242.52

Streets (Cont.)

Collett Enterprises	Vehicle Fuel	368.13
Fleet Services	Vehicle Fuel	813.59
Grainger	Equipment (Non-Capital)	421.40
Holy Cross Energy	Utility Services	2,598.37
Utility Notification Center Of Colorado	Repair & Maintenance Services	66.99
360 Paving LLC	Street Resurfacing - Manhole Adjustments	25,550.00
Frontier Paving, Inc.	Street Resurfacing - Sylvan Lake Road	426,461.79
Caselle, Inc.	Computer Support	21.20
Procom	CDL Testing	262.00
Cirsa	Insurance	71.42
Total Streets		\$ 467,616.78

Public Safety

CEBT	Health & Life Ins. Payable	28,343.76
Rocky Mountain Reserve LLC	Health & Insurance Benefits	108.30
Standard Insurance Company	Health & Life Ins. Payable	950.07
Amazon Capital Services	Office Supplies	141.34
Costco	Office Supplies	73.98
King Soopers Customer Charges	Office Supplies	0.79
Vistaprint	Office Supplies	47.98
Amazon Capital Services	Operating Supplies	215.76
North American Rescue LLC	Operating Supplies	830.38
ULine, Inc.	Operating Supplies	200.26
Vistaprint	Operating Supplies	197.99
Wylaco Supply Co	Operating Supplies	74.93
Amazon Capital Services	Uniforms	995.82
Galls, LLC	Uniforms	305.82
L.N. Curtis & Sons	Uniforms	124.90
Down Valley Tire Pros	Vehicle Repair & Mtn Supplies	2,517.52
Eagle County Fleet Service	Vehicle Repair & Mtn Supplies	236.59
Gypsum Ace Hardware LLC	Vehicle Repair & Mtn Supplies	67.35
Fleet Services	Vehicle Fuel	4,124.35
Amazon Capital Services	Equipment (Non-Capital)	1,122.56
Armor Research Company	Equipment (Non-Capital) - Shields	10,339.23
Amazon Capital Services	SOU Equipment & Supplies	769.00
USPS	Communication & Shipping	10.50
Smartdraw Software	Dues & Subscriptions	131.40
AT&T Mobility	Utility Services	1,715.44
Labcorp	Recruitment	91.35
Psychological Dimensions, LLC	Recruitment	400.00
Eagle County Sheriff's Office	Professional Services	1,650.00
Jb T-Shirts Silkscreen & Embroidery	Professional Services	135.00
Psychological Dimensions, LLC	Professional Services - PD Counseling	11,700.00

Public Safety (Cont.)

Speak Up Reach Out	Professional Services	589.03
Karp Neu Hanlon, PC	Legal	754.00
Eagle County Fleet Service	Repair & Maintenance Services	715.00
Tyler Technologies, Inc	Computer Support	3,187.50
Care Rio	Travel	31.16
Chipotle	Travel	21.80
Deering, Nicholas	Travel	70.00
Doubletree	Travel	877.19
Goodland KOA	Travel	160.66
Hyatt Place	Travel	154.92
Raising Canes	Travel	22.16
Southwest	Travel	947.96
St Louis West KOA	Travel	145.51
Subway	Travel	16.98
Vaughan, Madison	Travel	47.00
Westin	Travel	547.62
Fiestas	Meeting Expense	47.67
Red Canyon	Meeting Expense	66.16
Courtyard	Training & Travel - Grants	269.08
Colorado State University	Tuition & Books	699.00
IACP Conference	Tuition & Books	125.00
Mesa County Sheriff's Office	Tuition & Books	400.00
On-Target Strategies, Inc	Tuition & Books	325.00
Midway USA	SOU Expenses	37.00
Alliance Moving Systems LLC	Contract Payments	100.00
Eagle County 800 MHz Operations	Contract Payments - Radio System	24,740.42
Eagle County Animal Control	Contract Payments	6,917.00
Steven A. Nofziger	Contract Payments	75.00
Transunion Risk & Alternative Data Solut	Contract Payments	214.00
Amazon Capital Services	Event Production	59.39
Costco	Event Production	199.91
King Soopers Customer Charges	Event Production	42.74
Cirsa	Insurance	43.66
Total Public Safety		\$ 110,271.89

Buildings & Grounds

CEBT	Health & Insurance Benefits	10,236.37
Rocky Mountain Reserve LLC	Health & Insurance Benefits	42.05
Standard Insurance Company	Health & Life Ins. Payable	247.10
Cintas Corporation	Office Supplies	68.91
Quill Corporation	Office Supplies	12.41
Fontana, Brian	Uniforms	110.26
Murdoch's	Uniforms	209.99

Buildings & Grounds (Cont.)

Trick Threads	Uniforms	585.00
Amazon	Repair & Maintenance Supplies	19.68
CPS Distributors	Repair & Maintenance Supplies	15.75
Ferguson Enterprises, Inc.	Repair & Maintenance Supplies	113.08
Gypsum Ace Hardware LLC	Repair & Maintenance Supplies	212.09
HD Supply Formerly Home Depot Pro	Repair & Maintenance Supplies	72.79
Paint Bucket	Repair & Maintenance Supplies	37.16
Pet Pick-Ups	Repair & Maintenance Supplies	910.07
State Industrial Products	Repair & Maintenance Supplies	432.16
Glenwood Springs Auto Parts Inc (Napa)	Vehicle Repair & Mtn Supplies	146.35
Collett Enterprises	Vehicle Fuel	368.13
Fleet Services	Vehicle Fuel	678.71
Amazon	Janitorial Supplies	104.15
HD Supply Formerly Home Depot Pro	Janitorial Supplies	2,364.78
Black Hills Energy	Utility Services	1,061.07
Holy Cross Energy	Utility Services	4,247.80
Jerry-master Janitorial	Janitorial Maint. Contracts	3,726.00
Mountain Pest Control, Inc.	Repair & Maintenance Services	80.00
Sno-White Linen Rental	Repair & Maintenance Services	616.56
Caselle, Inc.	Computer Support	21.20
G H Daniels III & Associates	Contract Payments - Landscaping	4,580.00
TK Elevator Corp.	Contract Payments	803.15
Cirsa	Insurance	295.75
Total Buildings & Grounds		\$ 32,418.52

Events

CEBT	Health & Life Ins. Payable	2,789.37
Rocky Mountain Reserve LLC	Health & Insurance Benefits	10.83
Standard Insurance Company	Health & Life Ins. Payable	83.08
Costco	Operating Supplies	100.45
Gypsum Ace Hardware LLC	Operating Supplies	17.98
Apple.Com	Dues & Subscriptions	12.02
Canva	Dues & Subscriptions	29.49
Formstack	Computer Support	1,544.21
Amazon	Meeting Expense	43.76
City Market	Meeting Expense	26.13
Color Coffee	Meeting Expense	14.00
Flowerhound	Meeting Expense	100.00
Colo High School Cycling League	Events	4,000.00
Ice Castles, LLC	Events	5,000.00
Vail Valley Foundation	Events - Showdown Town Sponsorship	22,500.00
Gypsum Ace Hardware LLC	Event Production	48.32
Lenka's Place	Event Production	150.00

Events (Cont.)

Signature Signs Inc	Event Production	70.00
Total Events		\$ 36,539.64

Engineering

CEBT	Health & Insurance Benefits	4,526.35
Rocky Mountain Reserve LLC	Health & Insurance Benefits	15.29
Standard Insurance Company	Health & Life Ins. Payable	136.48
Cintas Corporation	Office Supplies	68.90
Quill Corporation	Office Supplies	12.41
Fleet Services	Vehicle Fuel	151.15
Karp Neu Hanlon, PC	Legal	1,455.83
Total Engineering		\$ 6,366.41

Information Technology

CEBT	Health & Life Ins. Payable	3,471.31
Rocky Mountain Reserve LLC	Health & Insurance Benefits	14.78
Standard Insurance Company	Health & Life Ins. Payable	117.07
Century Link	Utility Services	6,174.67
Starlink Internet	Utility Services	120.00
Verizon Wireless, Bellevue	Utility Services	8,770.17
Aspen Wireless Technologies, Inc.	Computer Support	2,725.00
Bluebeam, Inc	Computer Support	440.00
Fortbend IT	Computer Support - Microsoft Licensing	9,685.34
Mammoth Networks	Computer Support	269.84
Ninjaone LLC	Computer Support	177.50
SHI International Corp	Computer Support - Adobe Acrobat	8,748.80
Canela Coffee	Meeting Expense	95.42
Marlin Leasing Corporation	Contract Payments	2,759.42
Professional Document Solutions, Inc.	Contract Payments	669.57
Total Information Technology		\$ 44,238.89

Communications

Signature Signs Inc	Office Supplies	20.00
Canva	Dues & Subscriptions	29.97
Mailchimp	Dues & Subscriptions	132.00
Copy Plus	Professional Services	820.50
KZYR FM/Cool Radio LLC	Media	577.00
Total Communications		\$ 1,579.47

Sustainability

CEBT	Health & Life Ins. Payable	951.62
Rocky Mountain Reserve LLC	Health & Insurance Benefits	5.73
Standard Insurance Company	Health & Life Ins. Payable	46.55
Sustainability (Cont.)		
Amazon	Office Supplies	37.93
Adam Palmer Sustainability Fund	Professional Services	13,000.00
Eagle County Conservation District	Professional Services	10,981.05
Koppel, Kira	Travel Expense	115.40
Total Sustainability		\$ 25,138.28

Economic Development & Housing

CEBT	Health & Life Ins. Payable	1,908.26
Rocky Mountain Reserve LLC	Health & Insurance Benefits	6.37
Standard Insurance Company	Health & Life Ins. Payable	48.31
Founders Place Condo Association	Employee Housing Rental Exp	517.00
Trybe Property Management LLC	Employee Housing Rental Exp	3,052.09
Karp Neu Hanlon, PC	Legal	580.00
ICSC	Tuition & Books	25.00
Total Economic Development & Housing	\$	6,137.03

Total GENERAL FUND	\$	889,949.52
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CAPITAL IMPROVEMENTS FUND

Gould Construction Inc	Traffic Control Improvements - Sylvan Lake Road	256,821.96
Karp Neu Hanlon, PC	Grand Avenue Improvements	907.50
Land Title Guarantee Company, LLC	Grand Avenue Improvements - Grand Ave Grill	786,707.50
Mott MacDonald	Grand Avenue Improvements	5,021.41
Bozarth Chevrolet	Multi Purpose Truck - Chevy Silverado	82,945.00
CO Motor Vehicle Service	Multi Purpose Truck	15.67
Signature Signs Inc	Multi Purpose Truck	142.50
Adorama Inc.	Police Department Equipment - Drone	17,865.25
Amazon Capital Services	Police Department Equipment - Basement Remodel	1,598.79
Green River Electric	Police Department Equipment - Basement Remodel	1,571.60
Home Depot	Police Department Equipment - Basement Remodel	3,047.38
J A Tellez Construction LLC	Police Department Equipment - Basement Remodel	14,000.00
Rocky Mountain Containers	Police Department Equipment - Shipping Container	10,542.00
ULine, Inc.	Police Department Equipment - Basement Remodel	9,125.52
Auto Glass & Auto Body Professional	Patrol Vehicles	600.00
Chalmers Ford	Patrol Vehicles - Ford First Responder	50,460.00
Greyco Customs	Patrol Vehicles	7,013.80
Total CAPITAL IMPROVEMENTS FUND	\$	1,248,385.88

WASTE WATER FUND

CEBT	Health & Insurance Benefits	7,919.33
Rocky Mountain Reserve LLC	Health & Insurance Benefits	32.24
Standard Insurance Company	Health & Life Ins. Payable	268.70
Cintas Corporation	Office Supplies	68.90

WASTE WATER FUND (Cont.)

Quill Corporation	Office Supplies	172.78
Western Slope Supplies Inc	Office Supplies	32.70
Gypsum Ace Hardware LLC	Operating Supplies	9.99
Mid-American Research Chemical	Operating Supplies	1,763.42
Polydyne Inc.	Operating Supplies	7,958.00
Grainger	Uniforms	138.47
Glenwood Springs Auto Parts Inc (Napa)	Repair & Maintenance Supplies	1,222.69
Grainger	Repair & Maintenance Supplies	794.23
Gypsum Ace Hardware LLC	Repair & Maintenance Supplies	895.93
Kaeser Compressors	Repair & Maintenance Supplies	1,294.88
Water Technology Group	Repair & Maintenance Supplies	5,209.33
Wylaco Supply Co	Repair & Maintenance Supplies	72.00
Fleet Services	Vehicle Fuel	182.07
Grainger	Equipment (Non-Capital)	2,245.59
Gypsum Ace Hardware LLC	Equipment (Non-Capital)	199.99
Federal Express Corp.	Communication & Shipping	64.47
Nextrust Inc	Communication & Shipping	312.71
Black Hills Energy	Utility Services	241.20
Holy Cross Energy	Utility Services	7,266.73
Chase Paymentech	C.C. Transaction Fees	1,104.69
Xpress Bill Pay	C.C. Transaction Fees	598.74
Clark Hill PLC	Legal & Audit	850.00
LRE Water	Engineering	690.00
Denali Water Solutions LLC	Sludge Disposal	7,977.42
Cummins Sales And Service	Repair & Maintenance Services	580.70
Utility Notification Center Of Colorado	Repair & Maintenance Services	66.99
Water Technology Group	Repair & Maintenance Services	2,475.00
Caselle, Inc.	Computer Support	444.70
Eagle River Water & Sanitation District	Testing & Permits	2,982.00
SGS North America Inc	Testing & Permits	3,699.00
Moe's Original BBQ	Meeting Expense	66.14
PSI Exams	Tuition & Books	104.00
Browns Hill Engineering	Contract Payments	2,066.20
Mott MacDonald	Capital Expenditures - Nutrient Criteria	213,474.30
Mott MacDonald	WW Treatment Plant Improvement	2,359.63
Glenwood Springs Ford	Pickup Trucks - 2025 Ford F150	50,674.00
Signature Signs Inc	Pickup Trucks	142.00
CO Water Resources & Power Dev Auth.	CWRPDA Loan	34,613.03
CO Water Resources & Power Dev Auth.	Debt Service Interest	4,779.83
Total WASTE WATER FUND		\$ 368,114.72

WATER FUND

Hockett Gulch II, LLC	Tap Fees Credit 25TEGL-6429 - Refund Due	23,020.81
CEBT	Health & Insurance Benefits	12,069.22
Rocky Mountain Reserve LLC	Health & Insurance Benefits	49.06
Standard Insurance Company	Health & Life Ins. Payable	392.65
Amazon Capital Services	Office Supplies	395.30
Cintas Corporation	Office Supplies	68.90
Amazon Capital Services	Operating Supplies	303.52
Chemtrade Chemicals Corporation	Operating Supplies	16,886.99
Gypsum Ace Hardware LLC	Operating Supplies	140.92
PVS DX Inc	Operating Supplies	3,506.87
Trick Threads	Uniforms	204.00
Ferguson Enterprises, Inc.	Repair & Maintenance Supplies	5,313.12
Glenwood Springs Auto Parts Inc (Napa)	Repair & Maintenance Supplies	239.95
Grainger	Repair & Maintenance Supplies	3,584.27
Gypsum Ace Hardware LLC	Repair & Maintenance Supplies	360.69
Home Depot	Repair & Maintenance Supplies	245.88
Thompson Welding	Repair & Maintenance Supplies	254.39
Wylaco Supply Co	Repair & Maintenance Supplies	646.90
Eagle Valley Autobody, LLC	Vehicle Repair & Mtn Supplies	7,373.87
Fleet Services	Vehicle Fuel	575.96
Amazon	Equipment (Non-Capital)	(537.22)
Grainger	Equipment (Non-Capital)	4,005.02
Ferguson Enterprises, Inc.	Meters	(277.27)
Federal Express Corp.	Communication & Shipping	70.83
Nextrust Inc	Communication & Shipping	312.71
AmeriGas	Utility Services	2,429.51
Black Hills Energy	Utility Services	32.02
Holy Cross Energy	Utility Services	11,466.08
Chase Paymentech	C.C. Transaction Fees	1,874.63
Xpress Bill Pay	C.C. Transaction Fees	833.03
Garfield & Hecht, P.C.	Legal	9,528.50
Karp Neu Hanlon, PC	Legal	493.00
LRE Water	Engineering - Brush Creek Streamflow	25,716.46
Blue Monster Service LLC	Repair & Maintenance Services	120.00
Browns Hill Engineering	Repair & Maintenance Services	6,119.00
Eagle Locates, Inc.	Repair & Maintenance Services	400.00
Eagle Valley Autobody, LLC	Repair & Maintenance Services	4,218.50
Old Growth Tree Service	Repair & Maintenance Services - Brush Creek Road	20,000.00
Utility Notification Center Of Colorado	Repair & Maintenance Services	67.00
Eagle River Water & Sanitation District	Testing & Permits	320.00
SGS North America Inc	Testing & Permits	700.00
Anderson, Kyle	Travel	548.84
Gosiorowski, Thomas	Meeting Expense	148.23

WATER FUND (Cont.)

Moe's Original BBQ	Meeting Expense	100.00
Caselle, Inc.	Computer Support	275.70
American Waterworks	Tuition & Books	289.00
Veolia	Tuition & Books	375.00
Browns Hill Engineering	Contract Payments - vmSCADA Lease	8,264.80
Zenon Environmental Corporation	Contract Payments	9,980.00
Cirsa	Insurance	43.91
Mott MacDonald	Tank Replacement	25,614.01
SEH Design/Build Inc	Tank Replacement	353,050.00
Glenwood Springs Ford	Pickup Trucks - 2025 Ford F150	55,438.00
Signature Signs Inc	Pickup Trucks	142.00
Gould Construction Inc	Main Replacement/Brush Creek	105,519.82
Short Elliott Hendrickson, Inc.	Main Replacement/Brush Creek	3,928.55
Total WATER FUND		\$ 727,242.93

REFUSE FUND

Nextrust Inc	Communication & Shipping	312.71
Chase Paymentech	C.C. Transaction Fees	334.76
Xpress Bill Pay	C.C. Transaction Fees	277.68
Blue Monster Service LLC	Repair & Maintenance Services	240.00
Tri State Oil Reclaimers, Inc	Repair & Maintenance Services	75.00
Caselle, Inc.	Computer Support	275.70
Vail Honeywagon	Contract Services	81,086.04
Total REFUSE FUND		\$ 82,601.89

STORM WATER FUND

Nextrust Inc	Communication & Shipping	312.70
Chase Paymentech	C.C. Transaction Fees	33.47
Xpress Bill Pay	C.C. Transaction Fees	18.22
Total STORM WATER FUND		\$ 364.39

BROADBAND FUND

CEBT	Health & Life Ins. Payable	347.51
Rocky Mountain Reserve LLC	Health & Insurance Benefits	2.23
Standard Insurance Company	Health & Life Ins. Payable	23.21
Gypsum Ace Hardware LLC	Office Supplies	75.66
Fleet Services	Vehicle Fuel	1.98
Aspen Wireless Technologies, Inc.	Equipment (Non-Capital) - Tarana Equipment	7,225.00
Teltech Communications LLC	Equipment (Non-Capital) - Residential Nodes	4,563.54
Aspen Wireless Technologies, Inc.	Computer Support	6,978.00
Total BROADBAND FUND		\$ 19,217.13

STCIF

JHL Constructors Inc	Retainage Payable - Pool Rebuild	340,754.13
Calibre Engineering Inc	Professional Services	731.00
Dynamic Program Management, LLC	Multi-Use Rec Facilities - Pool Rebuild	4,901.66
JHL Constructors Inc	Multi-Use Rec Facilities - Pool Rebuild	120,872.00
Frontier Paving, Inc.	Paved Path Improvements - Nogal Road	128,915.70
Marcin Engineering	Paved Path Improvements - Nogal Road	1,940.00
Gypsum Ace Hardware LLC	Town Park Improvements-Brush Creek Playground	25.98
Home Depot	Town Park Improvements-Brush Creek Playground	44.82
King Soopers Customer Charges	Town Park Improvements-Brush Creek Playground	730.09
Leathers & Associates	Town Park Improvements-Brush Creek Playground	3,466.00
Norris Design, Inc.	Town Park Improvements-Nogal Park	697.50
Sherwin-Williams Company, The	Town Park Improvements-Brush Creek Playground	114.40
Signature Signs Inc	Town Park Improvements-Brush Creek Playground	670.00
Thompson Welding	Town Park Improvements-Brush Creek Playground	361.80
UMB Bank N.A.	Agent Fees	500.00
Total STCIF		\$ 604,725.08

OPEN SPACE FUND

CEBT	Health & Life Ins. Payable	2,176.71
Rocky Mountain Reserve LLC	Health & Insurance Benefits	7.14
Standard Insurance Company	Health & Life Ins. Payable	68.13
Eagle County Conservation District	R & M Supplies	5,232.00
Glenwood Springs Auto Parts Inc (Napa)	Vehicle Repair & Mnt Supplies	108.29
Fleet Services	Vehicle Fuel	77.49
Vail Honeywagon	Repair & Maintenance Services	299.47
Mountain Side Services Inc	Weed & Pest Control	6,280.00
ERO Resources Corporation	Habitat & Riparian Restoration	5,804.60
Total OPEN SPACE FUND		\$ 20,053.83

DDA FUND

Inner Light Juice	Grant Program Expenditures	5,350.00
Total DDA FUND		\$ 5,350.00

Total	\$	3,966,005.37
Payroll	\$	594,481.01
Grand Total	\$	4,560,486.38



To: Mayor and Town Council

From: Molly Furtado, Special Events Manager

Date: November 12, 2025

Agenda Item: 2026 Community Grant Request Program

REQUEST: Staff requests the Town Council review the 2026 Community Grant Program requests and allocate funds based on the \$25,000 budget.

INTRODUCTION: Each year the Town Council allocates Community Request funding to support local programs. Applicants are typically local non-profits (although not required) who provide services, programs, and support to the Eagle Community. Each year the amount of Grant requests exceeds the amount of funding available. The Town received requests for over \$160,000 in funding for 2026.

ANALYSIS: Community requests are distributed from the Town Council departmental budget within the General Fund. Staff provides Council with a spreadsheet, along with the details of the requests for Council to review. Staff then receives the individual allocations provided by each Council member and averages the allocations for a recommendation to Council.

COMMUNITY INPUT: Staff rolled out the 2026 Community Request funding application to the public on September 1st. The closing of the application period was September 22nd. The Community Grant application process was promoted through the Eagle Today Newsletter, the Vail Daily, and all Town Social Media channels. Staff also sent out save the dates to all prior applicants and reached out to prior applicants that did not make a submission prior to the deadline.

Staff have not received any community input on the allocation of the funds for 2026 Community Grant Request funds.

BUDGET / STAFF IMPACT: The 2026 Community Grant budget for programs is \$25,000.

STRATEGIC PLAN ALIGNMENT: Depending on certain allocations by the Council, a specific request may align with a strategic objective; however, the program as a whole does not align with any strategic objectives but supports the Town Council's approach to support the community.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **Approve** or **Deny** the 2026 Community Grant Request allocations as presented.

ATTACHMENT:

- 2026 Community Grant Request Spreadsheet

2026 Community Requests Program Funding									
Business or Group Name	Requesting Party	Purpose	2024 Awarded	2025 Request	2025 Awarded	2026 Request	Town Council 2026 Averages	%	Town Council Allocation Recommendation
Eagle Ice Rink	Andy Clark, Eagle Valley Skating Association	Eagle Valley Skating Association	\$ 2,196	\$ 2,750	\$ 2,732	\$ 2,750	2,792	11.17%	2791.888324
Vail Valley Partnership	Chris Romer, VVP	Vail Valley Partnership	1,098	5,000	1,050	5,000	-	0.00%	0
SpeakUp ReachOut	Erin Ivie, SpeakUp ReachOut	SpeakUp ReachOut	1,579	2,500	2,592	5,000	2,000	8.00%	1999.920003
Castle Lodge Toy Store	Luke Causey, Castle Lodge #122	Castle Lodge #122	1,839	2,000	2,046	2,000	1,417	5.67%	1416.943322
Eagle River Youth Coalition Inc. dba Mountain Youth	Mikayla Curtis, Mountain Youth	Mountain Youth	1,236	2,500	1,892	3,500	708	2.83%	707.9716811
Eagle Valley Land Trust	Keri Inouye, Eagle Valley Land Trust	Eagle Valley Land Trust	1,236	7,000	1,821	7,000	500	2.00%	499.9800008
Eagle Climbing & Fitness	Larry Moore, Eagle Climbing + Fitness	Eagle Climbing & Fitness	467	1,000	286	1,500	408	1.63%	407.9836807
Vail Valley Works	Anna Robinson, VVP	Vail Valley Partnership	467	5,000	771	5,000	333	1.33%	332.9866805
Small Champions	John Weiss, Small Champions	Small Champions	2,334	5,000	2,802	7,500	917	3.67%	916.9633215
Eagle County Historical Society	Kathy Heicher, EC Historical Society	Eagle County Historical Society	823	950	889	3,500	1,417	5.67%	1416.943322
EVHS Booster Club	Jennifer Stiebel, EVHS Booster Club	EVHS Booster Club	1,029	1,500	1,121	1,121	608	2.43%	607.975681
The Cycle Effect	Rebecca Gould, The Cycle Effect	The Cycle Effect	1,476	7,500	2,795	2,500	1,783	7.13%	1782.928683
Eagle Valley Community Foundation	Hillary Scanlan, EVCF	Eagle Valley Community Foundation	3,981	10,000	5,848	10,000	6,417	25.67%	6416.74333
Mountain Pride	Madison Partridge, Mountain Pride	Mountain Pride	927	5,000	911	5,000	250	1.00%	249.9900004
Bravo! Vail Music Festival	Christy Pierce, Bravo!	Bravo! Vail Music Festival	1,166	4,000	805	2,500	-	0.00%	0
Vail Valley Theatre Company	Connie Kincaid, VVTC	Vail Valley Theatre Company	961	2,500	631	500	-	0.00%	0
Vail Valley Charitable Fund	Terri Hanley Reichert, VVCF	Vail Valley Charitable Fund		10,000	2,101	5,000	792	3.17%	791.9683213
Rocky Mountain Sport Riders	Jen Swisher, Rocky Mtn Sports	Rocky Mountain Sports Riders		10,000	1,667	10,000	167	0.67%	166.9933203
YouthPower 365	Noelle Cristo, YouthPower365	YouthPower365		10,000	2,242	10,000	583	2.33%	582.9766809
Grandee's Rising Stars Sports Fund	Kyle Hoiland, Grandee's Sponsorship	Grandee's Rising Star Youth Sponsorhip		10,000	1,611	10,000	583	2.33%	582.9766809
EVHS Alpine Ski Team	Weston Gleiss, Eagle Valley High School	EVHS Alpine Ski Team		5,000	899	1,000	250	1.00%	249.9900004
Youth Closet & Toy Chest	Rebecca Kanaly, Youth Closet	Youth Closet & Toy Chest		10,000	869	1,000	542	2.17%	541.9783209
Eagle River Coalition / Community Float	Melanie Smith, Eagle River Coalition	Eagle River Coalition / Community Float				5,000	292	1.17%	291.9883205
Body Kind Vail	Alex Kandalaft, Body Kind Vail	Body Kind Vail				5,000	-	0.00%	0
Colorado Music Foundation	Zach Gilliam, Colorado Music Foundation	Colorado Music Foundation				9,500	-	0.00%	0
Golden Eagle Senior Site Council	Geni Garcia, Eagle Senior Center	Golden Eagle Senior Site Council				10,000	1,292	5.17%	1291.948322
Colorado Western Slope College Outreach	Julia DeBacker, CO College	Colorado Western Slope College Outreach				4,000	-	0.00%	0
Celebrate the Beat	Kris Walsh, Celebrate the Beat	Celebrate the Beat				3,600	200	0.80%	199.9920003
Vida Foundation	Hunter Knapp, Vida Foundation	Vida Foundation				10,000	333	1.33%	332.9866805
Vail Valley Unbound	Heather McMahon, Vail Valley Unbound	Vail Valley Unbound				10,000	-	0.00%	0
The Literacy Project	Elizabeth Graves, Literacy Project	The Literacy Project				2,000	417	1.67%	416.9833207
TreeTop Child Advocacy Center	Amy Oliveira	TreeTop Child Advocacy Center		10,000	2,697				
Mountain Music School	Ictus ans Tactus LLC, Kinsey Corby	Mountain Music School		10,000	899				
Noche Latina	Anthony Mata	Noche Latina		10,000	1,821				
Gore Range Gravity Alliance	Taylor Frankel	Gorge Range Gravity Alliance		1,000	147				
New Roots CO	Adam Fenton	CO New Roots		1,000	490				
Heads Up for HOPE	Elizabeth Sullivan	Heads Up for Hope		5,000	805				
Eagle County School District/Postsecondary Learning	Ellen Sirico-Filmore	ECSD / Postsecondary Learning		3,000	572				
Buddy Werner League	Laura Merlihan	Buddy Werner League	858	1,300	967				
Your Hope Center	Carrie Benway	Your Hope Center	2,992	3,000	3,222				
EalgeARTS			3,223						
Little Bird Creative Community			686						
Golden Eagle Site Council			1,784						
Mountain Tots Preschool			13,723						
Eagle County Conservation District			2,670						
The Literacy Project			583						
CONTINGENCY									
	Totals		50,000	163,500	50,000	160,471	25,001	100%	25,000

Town Council 2026 Community Requests Allocations						
Turnipseed	Kerst	Woodworth -		Bodenhiermer	Woods	Vacant
Foral	Grimmer					
\$ 3,000	\$ 2,750	\$ 2,750	\$ 2,750	\$ 2,750	\$ 2,750	
-	-	-	-	-	-	
3,500	1,500	-	-	4,000	3,000	
1,000	1,500	2,000	1,000	1,000	2,000	
1,000	1,500	-	-	750	1,000	
-	1,000	2,000	-	-	-	
-	-	1,500	950	-	-	
-	-	2,000	-	-	-	
1,000	1,500	-	-	1,000	2,000	
1,000	1,000	3,500	2,000	1,000	-	
-	1,800	-	1,100	750	-	
2,500	700	2,500	2,000	2,000	1,000	
8,000	2,500	-	10,000	8,000	10,000	
-	500	-	1,000	-	-	
-	-	-	-	-	-	
-	-	-	-	-	-	
1,000	1,500	-	-	1,000	1,250	
-	1,000	-	-	-	-	
1,000	500	-	-	1,000	1,000	
-	1,500	2,000	-	-	-	
-	500	1,000	-	-	-	
1,000	250	-	-	1,000	1,000	
-	1,000	750	-	-	-	
-	-	-	-	-	-	
-	-	-	-	-	-	
1,000	1,500	2,000	2,500	750	-	
-	-	-	-	-	-	
-	-	-	1,200	-	-	
-	-	2,000	-	-	-	
-	-	-	-	-	-	
-	1,000	1,000	500	-	-	
25,000	25,000	25,000	25,000	25,000	25,000	-

2026 MEAC Event Funding

Special Events	Requesting Party	2025	2026 Request
		Awarded	
Children's Business Fair	Vail Valley Unbound, Heather McMahon		\$5,000
GearVana	The Greenspeed Project, Mike McCormack	3,700	3,750
Race #2 Haymaker Classic	Colorado High School Cycling League	4,000	5,000
Race #3 Haymaker Classic	Colorado High School Cycling League	4,000	5,000
Yoga in The Park / Yoga by the River	Yoga Off Broadway, Yvonne DeGorter	1,000	3,000
Climbing League High School Regional Championships/National Championships	Eagle Climbing + Fitness, Larry Moore	6,500	17,000
ShowDown Town	Vail Valley Foundaton, Greg Bloom	50,000	50,000
Eagle Mushroom & Wild Food Festival	Hamilton Mushrooms, Hamilton Pevec	5,000	10,000
Seasonal Micro-Events & Putt Putt Pop-Up	Eagle Rising, Becky Burgess		7000
Mystery on Broadway	EagleARTS	3,000	3,500
2nd Night Gallery Nights	EalgeARTS		4,500
Holiday ARTwalk	EagleARTS	3,500	3,500
Vail Valley Charitable Fund - Art Public Places	VVCF, Terri Hanley Reichert		8,000
Biztoberfest	Eagle Chamber, Michelle Morgan	2,000	5,000
Eagle River Jamboree	Colorado Music Foundation, Zach Gilliam		20,000
Disco on Ice	Vail Valley Entertainment, Zach Gilliam		3,500

Father's Day Rodeo	Helping Hands Vail Valley, Maria Rios		12,500
Cars & Coffee	High Country Cars & Yeti's Grind, Marci Leith		1,200
Wind Up Wednesdays	Slifer, Smith & Frampton, Kim Fritzler		3,000
Eagle County BMX State Race	Eagle County BMX	500	1,000
Vail Cup Soccer Tournament	Vail Valley Soccer Club	\$ -	\$ 3,000
Triple Crown World Series	Triple Crown Sports	-	5,000
Pond Hockey	Eagle Valley Skating Assoc	700	750
Youthapalooza	Mountain Youth	-	5,000
Bikes & BBQ	The Cycle Effect, Rebecca Gould	-	5,000
RM Sports Riders event	RM Sport Riders	-	5,000
Rocky Mountain Walk to End Alz	Alzheimer's Association	500	1,000
Dynafit Boneyard Boogie	VRD, Wyatt Smith	-	1,500
VRD Mountain Bike Race Series	Vail Recreation District, Beth Pappas	-	750
Mountain Tots Jingle Jog	Mountain Tots Preschool	500	500
Trick or Treat Street	Eagle Ranch Merchants		700
Community Highway Cleanup & River Cleanup	Eagle River Coalition	1,000	2,000
Eagle Ranch Pumpkin Patch	Cub Scout Pack 229	600	800
Eagle Ranch Pumpkin Patch / Pumpkins	Eagle Community Gardens	-	425
Little League Opening Day	Mountain Recreation	1,000	1,000

Eagle County Fair and Rodeo	Eagle County Fair and Rodeo	1,500	1,500
Porchlight Players Dinner Theater	Porchlight Players, Ltd.	2,000	3,000
Vibras Latinas	Noche Latina		5,000
Ice Castles	Ice Castles, LLC	5,000	
Eagle Farmers Market & Art Show	Ren Productions, Angela Mueller	2,000	
Down Valley Vibes	Your Fathers Office, Brian Kunkel	5,000	
Access Unbound: All Wheels Crit Ride	Access Unbound, Elizabeth Latenser	5,000	
Fiesta Pride	Mountain Pride	1,500	
Eagle Egg Hunt	Eagle Vineyard Church	500	
	Totals	110,000	213,375

2026 PROPOSED BUDGET \$ 100,000

2026 Recommend
1500
1,000
2,500
2,500
1,000
6,000
50,000
3,500
6000
3,000
250
250
0
1,000
9,700
1850

0
500
1000
650
\$ 350
550
500
450
-
-
250
250
250
250
700
1,000
500
250
1,000

-
1,500
-
100,000

\$ 100,000



To: Mayor Turnipseed and Town Council

From: Kyle Brotherton, Planner III

Date: November 12, 2025

Agenda Item: Resolution 78, Series 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Reimbursement Agreement with Kathy R. Chandler-Henry and George S. Henry"

REQUEST:

For Town Council to countersign the Reimbursement Agreement for the Henry Annexation application.

BACKGROUND:

The agreement ensures the Town recoups costs incurred from processing the annexation application. Kathy R. Chandler-Henry and George S. Henry, property owners, have already signed the Reimbursement Agreement.

ANALYSIS:

Not applicable.

COMMUNITY INPUT:

Not applicable.

BUDGET / STAFF IMPACT:

There is no impact on the budget. Per the Reimbursement Agreement, the applicant is required to reimburse the Town with costs associated with processing the annexation application.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

Not applicable.

RECOMMENDED ACTION:

Motion to **approve** Resolution 78, Series 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Reimbursement Agreement with Red Mountain Ranch LLLP"

ATTACHMENTS:

- Reimbursement Agreement
- Resolution 78, Series 2025

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 78
(Series of 2025)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A REIMBURSEMENT AGREEMENT WITH KATHY R. CHANDLER-HENRY
AND GEORGE S. HENRY

WHEREAS, Kathy R. Chandler-Henry and George S. Henry (the "Owners") plan to submit to the Town an application to annex certain real property into the Town (the "Application");

WHEREAS, the Parties acknowledge that the land use filing fees set forth in the Eagle Municipal Code (the "Code") will not adequately cover the Town's expenses incurred in processing the Application; and

WHEREAS, pursuant to the terms of the attached Reimbursement Agreement, the Owners wish to reimburse the Town for its additional expenses incurred in processing the Application.

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

Section 1. The Town Council hereby approves the Reimbursement Agreement in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Reimbursement Agreement on behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED ON NOVEMBER 12, 2025.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Camille Downing, Town Clerk

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into on this 10th day of February, 2025 (the "Effective Date") by and between the Town of Eagle, a Colorado municipality with an address of 200 Broadway, Eagle, CO 81631 (the "Town"), and George S. Henry and Kathy R. Chandler-Henry, with an address of P.O. box 1647, Eagle CO 81631, (the "Developer") (each a "Party" and collectively the "Parties").

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

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

WHEREAS, the Parties acknowledge that the land use fees imposed by Section 4.17.030(E) of the Eagle Municipal Code (the "Code") do not adequately cover the Town's expenses incurred during the annexation application process and that the Town will continue to incur expenses until final approval of the Application; and

WHEREAS, the Developer wishes to reimburse the Town for its additional expenses incurred in processing the Application pursuant to the terms of this Agreement.

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

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

2. Reimbursement.

a. *Deposit*. The Parties hereby acknowledge and agree that review of the Application may require the Town to incur certain necessary costs, defined as "Pass Through Fees" in Section 4.17.030.E.2 of the Code, including without limitation costs for third-party consultants engaged by the Town, the Town Attorney, the Town's water counsel and engineer, and staff time for planning, engineering, and public works. Upon execution of this Agreement, the Developer agrees to deposit the sum of \$2,000 as a deposit (the "Deposit") for Pass Through Fees related to reviewing and processing the Application.

b. *Costs Exceeding Deposit*. If the Town incurs any costs exceeding the Deposit, the Developer shall pay such additional costs or make a subsequent deposit. All invoiced Pass Through Fees shall be paid in full to the Town within 30 days of the date of the invoice. Failure by the Developer to pay any invoice within the specified time shall be cause for the Town to refrain from approving the Application until the Pass Through Fees are paid in full. If the Pass Through Fees are not paid when due, the past due amounts shall be a lien on the Property, and the Town Treasurer may certify the amount of the same to the County Treasurer to be placed on

the tax list for the current year and to be collected in the same manner as other taxes are collected.

d. *Excess Deposit.* Any remaining Deposit shall be returned to the Developer within 30 days after final approval of the Application.

4. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

230 East Sixth Street Property Owners

George S. Henry

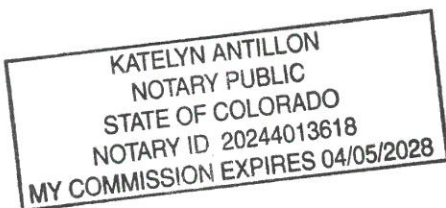
Kathy R. Chandler- Henry

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this 10th day of February, 2024⁵ by
George S. Henry and Kathy R. Chandler-Henry

My Commission expires: 4/5/28.

Katelyn Antillon
Notary Public



ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: V50072528

PARCEL 1:

THAT PART OF THE E 1/2 OF THE NE 1/4 OF SECTION 5, IN TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE 6TH P.M. AS ORIGINALLY DESCRIBED AND PATENTED, DESIGNATED AND BECOMING A PART OF TRACTS 43 AND 45 OF THE INDEPENDENT RESURVEY OF SAID TOWNSHIP AND RANGE, APPROVED BY THE U.S. SURVEYOR GENERAL JUNE 20, 1922, AND ACCEPTED BY THE GENERAL LAND OFFICE JUNE 6, 1923, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT BEGINNING AT A POINT ON THE SOUTH BOUNDARY OF SIXTH STREET IN THE TOWN OF EAGLE, COLORADO, WHENCE THE TRUE POSITION OF CORNER NO. 1 OF TRACT NO. 43, IDENTICAL WITH CORNER NO. 4 OF TRACT NO. 45, CORNER NO. 3 OF TRACT NO. 40 AND CORNER NO. 2 OF TRACT NO. 42 (THE WITNESS CORNER WHEREOF BEING LOCATED S. 87 DEGREES 41 MINUTES W. 17.82 FEET DISTANT), BEARS S. 74 DEGREES 45 MINUTES 10 SECONDS E., 831.30 FEET DISTANT; THENCE, CONFORMING WITH THE EAST BOUNDARY OF HE COUNTY HIGHWAY, S. 19 DEGREES 06 MINUTES E. 98.56 FEET TO P.C.; THENCE CURVE RIGHT, RADIUS 430.78 FEET, 396.68 FEET, TO P.T.; THENCE S. 33 DEGREES 43 MINUTES W. 218.97 FEET; THENCE N 89 DEGREES 35 SECONDS E. 55.32 FEET, TO THE WEST BOUNDARY OF THE EAGLE CEMETERY ASSOCIATION PROPERTY; THENCE, CONFORMING THERETO, N. 30 DEGREES 35 MINUTES E. 258.14 FEET; THENCE N. 30 DEGREES 18 MINUTES E. 386.99 FEET; THENCE S. 89 DEGREES 27 MINUTES W. 61.48 FEET; THENCE NORTH 105.00 FEET, TO THE SOUTH BOUNDARY OF SAID SIXTH STREET IN THE TOWN OF EAGLE, COLORADO; THENCE CONFORMING THERETO, S. 89 DEGREES 27 MINUTES W. 181.00 FEET TO THE PLACE OF BEGINNING, CONTAINING AN AREA OF 1.26 ACRES, MORE OR LESS, TOGETHER WITH THE BUILDINGS AND ALL OTHER IMPROVEMENTS SITUATE THEREON, OR IN ANYWISE BELONGING OR APPERTAINING THERETO, BUT EXCEPTING A RIGHT-OF-WAY OVER, UPON AND ACROSS SAID PARCEL OF LAND FOR WHAT IS COMMONLY KNOWN AS THE TOWN DITCH OR THE EDWARDS DITCH, WHICH DITCH TRAVERSES SAID PARCEL OF LAND;
AND

PARCEL 2:

THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER (E1/2NE1/4) OF SECTION 5, TP. 5 S., R. 84 W., 6TH P.M., AS ORIGINALLY DESCRIBED AND PATENTED, DESIGNATED AND BECOMING A PART OF TRACTS 43 AND 45 OF THE INDEPENDENT RESURVEY OF SAID TOWNSHIP AND RANGE APPROVED BY THE U. S. SURVEYOR GENERAL JUNE 20, 1922, AND ACCEPTED BY THE GENERAL LAND OFFICE JUNE 6, 1923, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH BOUNDARY OF SIXTH STREET IN THE TOWN OF EAGLE, COLORADO, WHENCE THE TRUE POSITION OF CORNER NO. 1 OF TRACT 43, IDENTICAL WITH CORNER NO. 4 OF TRACT 45, CORNER NO. 3 OF TRACT 40 AND CORNER NO. 2 OF TRACT 42 (THE WITNESS CORNER WHEREOF BEING LOCATED SOUTH 87 DEGREES 41 MINUTES W. 17.82 FEET DISTANT) BEARS S. 70 DEGREES 27 MINUTES 54 SECONDS EAST 658.94 FEET DISTANT; THENCE N. 89 DEGREES 27 MINUTES E. 95 FEET; THENCE S. 10 DEGREES 35 MINUTES WEST 69 FEET; THENCE S. 30 DEGREES 18 MINUTES W. 43.30 FEET; THENCE S. 89 DEGREES 48 MINUTES WEST 61.48 FEET; THENCE NORTH 105 FEET TO THE PLACE OF BEGINNING, CONTAINING AN AREA OF 20 ACRES, MORE OR LESS, TOGETHER WITH THE BUILDINGS AND ALL IMPROVEMENTS SITUATE THEREON, OR IN ANYWISE BELONGING TO APPERTAINING THERETO.

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To: Mayor and Town Council
From: Larry Pardee, Town Manager
Date: November 12, 2025
Re: Town Manager Report

As my time as Town Manager draws to a close, I find myself filled with both gratitude and admiration—for the people who make the Town of Eagle the remarkable community it is. Serving alongside Mayor Turnipseed, our Town Council, and this talented and dedicated team has been one of the greatest honors of my professional life. Together, we have navigated challenges, celebrated achievements, and strengthened the foundation upon which Eagle's bright future continues to rise.

This past year has demonstrated once again what collaboration, trust, and perseverance can achieve. Through careful fiscal stewardship, we have maintained budget stability while advancing projects and priorities that matter deeply to our residents—preserving open space, investing in infrastructure, expanding recreation, and supporting housing opportunities. These efforts are not mine alone; they are the product of a unified organization working with heart and integrity. For that, I am profoundly thankful.

To our outgoing elected officials, I extend my deepest, sincere appreciation for your leadership, wisdom, and unwavering service to this community. You have helped guide Eagle with courage and compassion, leaving a legacy that will continue to shape the Town for years to come.

And to our newly elected Mayor and Council Members—welcome to the Eagle team. You are joining an organization filled with exceptional public servants who care deeply about our community and the people who call it home. I am confident that, together, you will write the next great chapter in Eagle's story.

As I prepare to step aside this December, I do so with immense pride in what we have built together and endless optimism for what lies ahead. The Town is in good hands, its future bright, and its spirit strong.

Enclosed, I leave the local Government public service world after 45 years, which includes time in Vail, CO, Jackson, WY, and finishing up in Eagle. I am so fortunate to soar my last few years, alongside each one of you, so now I must say ***"It's time for me to fly..."*** — to spread my wings, give thanks for every mile I traveled, and carry with me the memories of this extraordinary journey we have shared!;-)

With gratitude and respect,

God Bless you!

Larry



To: Mayor and Town Council
From: Larry Pardee, Town Manager, and Department Leads
Date: November 12, 2025
Re: Department Updates for October 2025

October 2025

ASSISTANT TOWN MANAGER

STAFF AND DEPARTMENT SUPPORT:

- Supported discussions on the final budget revisions across multiple departments.
- Provided personnel support for staff and HR.
- Helped coordinate security trainings conducted by LT. Causey for the Public Works team and staff at Town Hall.
- Assisted with questions and strategies for the employee housing program.
- Coordinated support and back-up while the Town Clerk is out on leave.

Park Planning Updates:

Haymeadow Trailhead Park

- Staff are working with the Haymeadow development team and Norris Design on community engagement to inform the design of this new park. A [community survey](#) was launched on October 3 and closes November 7th.
- In addition to the survey, staff and design team members attended Learn to Skate at the Eagle Pool & Ice Rink on October 9 and Trick-or-Treat Street on October 29 to solicit in-person feedback on park amenities and priorities from residents.
- Once the response data is collected, the advisory group will reconvene to review the input and help advise the next steps of design.

ECONOMIC DEVELOPMENT

October 2025

Explore Eagle: Wayfinding Study and Implementation Plan - www.townofeagle.org/WayfindingPlan

- The [Preliminary Design Community Survey](#) is available until November 16!
- Stop by Eagle Town Hall, 200 Broadway, to see the design renderings in person, Monday-Friday, 9am-5pm.
- The project team has developed two preliminary design options. We are creating a new family of signs that will make it easier to explore Eagle – whether you're finding a trail, local shop, or your next favorite event. Cast a vote on your preferred design option, mark your favorite destinations, and provide general comments that will improve the preliminary concepts.
- Staff hosted pop-up outreach events during Trick-or-Treat Street and again on November 6 in coordination with the E-Bike Survey Open House at the Brush Creek Pavilion.

The Future of Old Town Hall

- Staff finalized negotiations with Develop Eagle LLC for the sale of the Town-owned Old Town Hall property at 112 West 2nd Street. The Town Council authorized the sale through Ordinance 12-2025, and staff have since coordinated the execution of the Purchase and Sale Agreement, title review, and closing preparations. The agreement includes defined redevelopment milestones and provisions that ensure the project remains consistent with the Town’s Land Use and Development Code and downtown vision. Closing is anticipated in late November.
- The transfer supports the Town’s long-term vision for a thriving downtown by encouraging private reinvestment, broadening the local tax base, and helping advance the Downtown Development Authority’s (DDA’s) goals for catalytic redevelopment. It also reinforces Eagle’s sense of place by reactivating a unique downtown property, contributing to a vibrant town center.

HOUSING

October 2025

Affordable Housing Accelerator Project (AHAP)

- The Town of Eagle achieved a major milestone in advancing local affordable housing initiatives with the adoption of the [Affordable Housing Accelerator Project \(AHAP\)](#). Funded through a grant from the Colorado Department of Local Affairs (DOLA) and developed in partnership with planning consultants Logan Simpson, the AHAP delivers a suite of new tools designed to make affordable housing more feasible and more predictable in Eagle. The development and planning tools include:
 1. **A Fast-Track Development Review Process - “Eagle Express Lane”:** An amendment to the Land Use and Development Code establishing a 90-day fast-track review process for projects that dedicate at least 50% of its units as affordable, consistent with Proposition 123 affordability standards.
 2. **Land Inventory Analysis:** A non-binding report which identifies and maps five potential sites areas that could support future affordable housing development in Eagle.
 3. **Funding Strategy:** De-mystifies how affordable housing projects are financed and includes examples of how to structure costs and manage risk.

Housing for our Region’s Future

- Habitat for Humanity Vail Valley
 - The project team, led by Civic Canopy, has kicked off a new effort to create shared housing solutions for the Eagle River Valley. Over the next 12–18 months, the project will bring together community members, local governments, and housing partners, and the development community to identify solutions and build long-term alignment around our region’s housing needs. Staff will serve on the project’s Core Team to ensure Eagle’s voice and priorities are represented as part of this countywide collaboration.
- Eagle County Regional Housing Solutions
 - [Eagle County and Government Performance Solutions \(GPS\)](#) have launched a parallel effort focused on aligning housing strategies, funding tools, and governance models across local jurisdictions. This process builds on the [2025 Regional Housing Needs Analysis](#) and will help identify opportunities for greater coordination and impact valley wide. Staff will participate in the upcoming stakeholder workshop to ensure Eagle’s ongoing initiatives are represented in regional planning.

SUSTAINABILITY

October 2025

Energy Efficiency & Electrification

- After further discussions with staff, surrounding the budget, and with ESG, the scope of the building electrification project is set to include the following and will be presented with the final budget at the 11/12 meeting.
 - Full electrification of Town Hall (replace 3 gas-fired rooftop units with heat pumps, replace water heater with heat pump water heater)
 - Full electrification of the Brush Creek Pavilion (replace existing HVAC equipment with heat pump, replace water heater with heat pump water heater)
 - Replace Brush Creek Studio hot water heater with heat pump water heater
 - Weatherization & building envelope improvements at Town Hall, Brush Creek Pavilion, Brush Creek Studio, Public Works Building, Info Center
 - Add small solar array at Public Works building
- All \$29,000 allocated to [Energy Efficiency Rebates](#) administered by Walking Mountains have been expended. Funds were used for the following:
 - 37 home energy assessments
 - 4 electric lawn care rebates
 - 20 heat pump/insulation/induction stove rebates
 - 5 solar PV/battery storage/building automation/EV purchase/EV charger installation rebates
 - 2 ReEnergize homes (\$5000 of free energy upgrades in income-qualified residential homes)

IMPACT Accelerator Regional Grant Application

- [The regional IMPACT Accelerator Grant](#) Letter of Intent will be submitted on 11/10 by lead applicant Aspen. This will support implementation of Step B of the [Regional Net Zero Roadmap](#) across Eagle and Pitkin Counties by including ample resources for staff training, community education, home energy rebate funding, and possible development incentives. We should know by January if our cohort is invited to apply for the full grant.

Waste

- Staff has been working with Vail Honeywagon to explore options to reach an end state of weekly compost and recycling pickup, and every-other-week trash pickup, which will be discussed at tonight's meeting.

Transportation

- The Fleet ZERO award from the Colorado Energy Office for fleet EV charging stations was declined due to the need for further coordination among staff and for a longer-term vision for fleet electrification and charging. This will be achieved after the completion of the fleet electrification plan.

Greenhouse Gas Inventory Update

- Staff has completed onboarding and training for the new ClearPath 2.0 product from ICLEI and is compiling the data that will be inputted for our internal operations inventory.

Mountain Towns 2030 Conference Highlights

- The Mountain Towns 2030 Conference in Breckenridge was inspiring as always. This year, we had 5 staff attend and 1 council member attend. Topics ranged from the transition to 100% clean energy, electrifying fleets (including PD), battery storage, geothermal energy networks, heat pump incentives, advancing climate action in challenging political environments, net zero multifamily housing in climate zone 7, all-electric building codes, and Eagle County's decarbonization plan.

SPECIAL EVENTS

October 2025

- The town did not host any town-produced events in October.
- Town liaison for October events; Vail Valley Soccer Tournament, Pumpkin Patch, Community Garden, Trick or Treat Street, CO Roots.
- Event preparation for November events includes BCES Cornhole Flannel Fest, BCES Turkey Trot.
- Planning meeting with Kim Fritzler for Trick or Treat Street.
- Weekly meetings with Ashley LaFleur, new Communications Specialist.
- Facilitated the 2026 MEAC Event Funding applications, presentations, and review process.
- Staff memo for Town Council to approve MEAC recommended funding allocations.
- Managed the 2026 Community Grant Program Funding applications, Community Grant Program spreadsheet for Town Council.
- Staff will present Community Grant Program Funding allocations to Town Council on November 12.
- Marketing responsibilities include; daily updates to townofeagle.org and eagleoutside.com, updating Hwy 6 sign, Instagram.
- Employee Engagement included; Preschool Halloween parade at Town Hall, Town of Eagle employee newsletter, planning employee holiday party.



COMMUNICATIONS

- Social media posts in English and Spanish;
 - Brush Creek Transmission Main Project
 - Community Impact Award Nominations
 - Brush Creek Playground Opening
 - Town of Eagle Election Signs
 - Street Sweeping
 - Community-Led Wayfinding Plan
 - Candidate Forum Livestream Link

- Indigenous Peoples' Day
- Oct. 14th Council Meeting
- E-Bike Survey Open House
- Trick-or-Treat Street
- Eby Creek Tank Rehabilitation
- Eagle Valley Elementary 3rd Grade Visit
- Oct. 28th Council Meeting
- Wildlife Awareness
- Haymeadow Trailhead Park Design
- St. Mary's Town Hall Visit
- Wayfinding Preliminary Designs
- Emails sent to staff when we post to social media
- Produced Materials for E-Bike Survey Open House
- Updates to townofeagle.org and Hwy 6 sign
- Produced Eagle Today Newsletter
- Attended Community Engagement Events: Haymeadow Trailhead Park Survey at Pool & Ice Rink, Eagle Chamber Council Candidate Forum, Eagle Chamber Ribbon Cutting at ServiceMaster, Avon Polar Plunge, Trick-or-Treat Street

INNOVATION TECHNOLOGY

October 2025

Projects:

Broadband update:

- 38 business/government subscribers, 124 residential subscribers, 9 new signups in October
- Broadband revenue generated last month: \$12,900.09

Technical Operations:

Onboarding report:

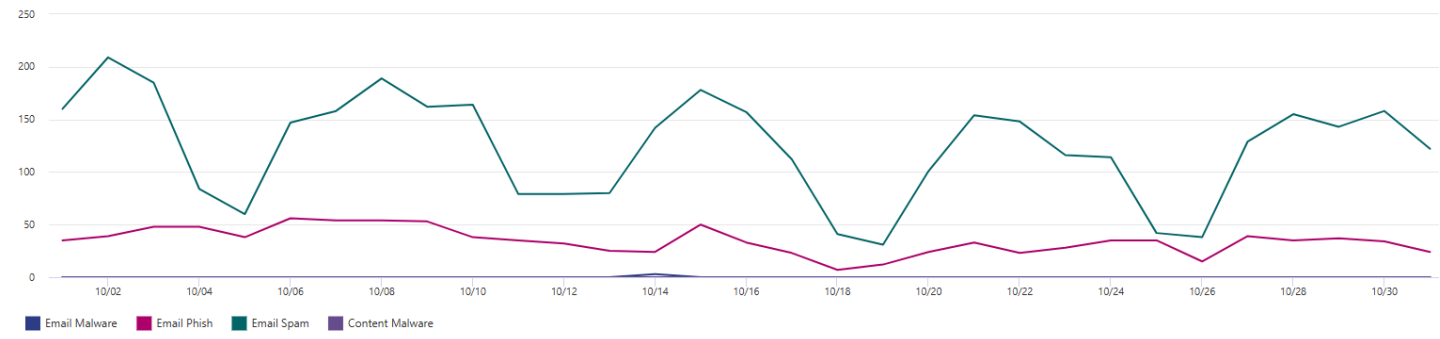
- Edie Lengel

Email threat protection report:

Threat protection status

The Threat protection status report provides information about threats found prior to email delivery, covering relevant detection technologies, policy types, and delivery actions. [Learn more about this report](#)

Filters: Date (UTC): 10/1/2025-10/31/2025 Detection: Email Malware +3 X Protected by: MDO +1 X Tag: All X Direction: All X Domain: All X Policy Type: All X



FINANCE DEPARTMENT

October 2025

Administration/Financial:

- **Paycom**
 - The Finance team has invested many hours over the past five months setting up and validating data to allow us to “go live” with Paycom payroll processing in October. We are excited for this next step toward greater efficiency and accuracy.
- **2026 Budget**
 - Important Council Dates
 - 11/12 TC: Budget Final Public Hearing / Adoption
 - 12/9 TC: Certification of 2025 Mill Levy
- **Pool Financing**
 - Certificate of Participation (COP) funds for the pool project are being held in a separate Town of Eagle account specifically for the pool financing. We have completed twelve total project expense draws, totaling \$8,763,810. Including interest earned on the account, the current remaining debt proceeds are \$289,711.
- **Debt Service**
 - CWRDPA 2011 Wastewater Loan Debt Service Payment (Final payment 2031).
- **Internal Water Fund Loan to Broadband**
 - No transfers have occurred to date.
- **Short Term Rentals (STRs)**
 - STR Active Permits: 25
 - STR New Permits from Prior Period: 0
 - STR Closed Permits since Prior Period: 3
 - STR Permits in Process: 0
 - Revenue Collection:
 - Sep 2025: \$2,108 (compared to 2024: \$2,717, 22% decrease YOY)
 - YTD 2025: \$22,651 (compared to 2024 YTD: \$18,938, 20% increase YOY)

Training Attended:

- Ongoing Paycom training
- CGFOA Uniform Guidance & Single Audit Training, Cybersecurity Training (Rachel)
- COLOTRUST Public Funds Webinar (Rachel)

Accounts Payable:

ACCOUNTS PAYABLE: INVOICES PAID								
MONTH	2020	2021	2022	2023	2024	2025	VARIANCE FROM PY	
JANUARY	205	230	249	285	280	307	27	10%
FEBRUARY	237	217	254	212	278	306	28	10%
MARCH	234	247	243	264	390	293	(97)	-25%
APRIL	137	214	331	259	300	407	107	36%
MAY	162	260	269	388	314	331	17	5%
JUNE	221	400	398	290	309	290	(19)	-6%
JULY	314	239	329	310	386	325	(61)	-16%
AUGUST	241	243	255	312	470	309	(161)	-34%
SEPTEMBER	92	218	222	330	344	342	(2)	-1%
OCTOBER	371	234	301	304	349	458	109	31%
TOTAL YTD	2,214	2,502	2,851	2,954	3,420	3,368	(52)	-2%

Utilities:

- Property Transfers: 15 (YTD: 113)
- New Accounts Set Up: 3 (YTD: 24)
- Utility Red Tags: 24 (2025 Monthly Average: 22)
- Water Shut Offs: 0 (2025 Monthly Average: 0.4)

- **Water Usage and Budget vs. Actual**

Water usage is down 14% compared to the prior five-year average for October. Water restrictions were implemented in August. YTD 2025 is flat compared to the prior five-year average for the same period.

Revenue from water sales currently stands at 92% of the annual budget for in-town sales (versus 89% prior YTD) and 95% of the annual budget for out-of-town sales (versus 85% at prior YTD). Although water rates increased by 3% in 2025, the Town budgeted for only a 1.25% increase in fee collections, due to the sales being dependent on usage.

Water Usage (In Thousands)									
MONTH	2020	2021	2022	2023	2024	PRIOR 5 YR AVG	2025	CHANGE OVER AVERAGE	
JANUARY	17,925	16,564	16,602	15,660	15,813	16,513	17,900	1,387	8%
FEBRUARY	15,981	15,538	14,503	18,016	16,630	16,134	15,400	(734)	-5%
MARCH	15,501	16,099	16,436	13,615	14,814	15,293	14,403	(890)	-6%
APRIL	15,578	17,443	14,988	15,071	16,935	16,003	16,595	592	4%
MAY	34,006	23,775	24,859	17,773	18,715	23,826	26,994	3,168	13%
JUNE	61,463	60,403	51,373	42,130	48,409	52,756	49,898	(2,858)	-5%
JULY	59,749	54,926	54,700	56,705	52,778	55,772	64,513	8,741	16%
AUGUST	68,047	58,490	54,510	61,978	52,501	59,105	60,723	1,618	3%
SEPTEMBER	58,173	57,272	56,490	48,778	45,961	53,335	46,816	(6,519)	-12%
OCTOBER	31,460	28,172	28,272	29,872	32,556	30,066	25,910	(4,156)	-14%
TOTAL YTD	377,883	348,682	332,733	319,598	315,112	338,802	339,152	350	0%

Town Council Department Budget to Actual:

TOWN OF EAGLE EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 10 MONTHS ENDING OCTOBER 31, 2025					
GENERAL FUND					
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOWN COUNCIL					
10-49-110 SALARIES & WAGES	3,300.00	36,500.00	45,000.00	9,100.00	80.0
10-49-142 WORKERS COMPENSATION	.00	66.56	36.00	(30.56)	184.9
10-49-143 HEALTH & INSURANCE BENEFITS	.00	.00	168.00	168.00	.0
10-49-144 FICA - EMPLOYER'S	252.45	2,792.25	3,488.00	695.75	80.1
10-49-225 UNIFORMS	.00	.00	500.00	500.00	.0
10-49-320 LEGAL NOTICES	.00	.00	500.00	500.00	.0
10-49-347 PROFESSIONAL SERVICES	.00	.00	7,000.00	7,000.00	.0
10-49-371 TRAVEL EXPENSE	.00	560.00	5,170.00	4,610.00	10.8
10-49-372 MEETING EXPENSE	227.92	1,389.31	5,500.00	4,110.69	25.3
10-49-380 TUITION & BOOKS	.00	766.90	4,000.00	3,233.10	19.2
10-49-450 SPECIAL COUNCIL FUNDING	.00	.00	5,000.00	5,000.00	.0
10-49-510 INSURANCE	.00	204.33	205.00	.67	99.7
10-49-915 COMMUNITY REQUESTS	4,484.00	42,148.00	50,000.00	7,852.00	84.3
TOTAL TOWN COUNCIL	8,264.37	84,427.35	127,167.00	42,739.65	66.4

HUMAN RESOURCES

October 2025

Recruitment – 29 positions open-including 4 Seasonal Rehires, 22 positions filled since January 2025

- Active Recruitment, 3 open positions
 - 2 Street Maintenance Techs, pending candidates and interview availability
 - Building Official – Re advertising and screening candidates, Eddie W. serving in a part-time capacity
- Positions on Hold (4 on hold):
 - Water Operator
 - Utility Engineer – on hold per department
 - Buildings and Grounds Tech, on hold per department

- Project Engineer – on hold per department

New Hires and Onboarding:

- Sean Matheson – W/WW operator started 10/14
- Edie Lengel – HR Generalist Part time started 10/27

Safety & Risk Management

- 5 Work Comp claims open
- 6 CIRSA GL-Property Damage Claims open

HRIS (Human Resource Information System):

- Go-live date occurred 10/18, pay date of 10/07.

Other:

- Benefits Administration:
 - Conducted Annual Employee Benefits Open Enrollment meetings 10/09, processing 2026 employee changes
 - Audited Benefits ER Contributions for Life & Disability now included on paystubs
- Spanish Interpretation and Translation, approximately 3 hours (20 written translations)

COMMUNITY DEVELOPMENT

October 2025

Planning

LONG RANGE PLANNING

ReCode Eagle – The Land Use and Development Code (LUDC) – [link to code](#)

- Staff are reviewing and editing Chapter 4.17 Administration and Procedures to provide clarity to land use processes, correct omissions, resolve inconsistencies, and modify Section headings and references to be more searchable.
- Chapter 4.17 Status Update: staff have completed a full review of the chapter and provided input to legal counsel on updates needed to improve the administration of the LUDC. Legal has since returned a revised draft for the staff's review, which is underway. Staff plan to present draft text to the Planning Commission and Town Council in the coming months with the goal of adopting a revised chapter early next year.
- Staff are also preparing two miscellaneous Code Amendments to rectify small errors, omissions, and inconsistencies for adoption this year.

WUI Code

- Staff are actively engaged in the County-wide Wildland Urban Interface (WUI) Code update process, led by the Eagle County Wildfire Collaborative. This initiative involves collaboration with jurisdictions throughout the Valley to create a WUI Code that caters to our local needs.
- The WUI Code, formally known as the State Resilience Code, will support increasing the community's resiliency to wildfires by regulating exterior building materials to ensure they are fire resistant, enacting landscaping guidelines such as the Fire Free 5 that ensure there is not flammable material within 5 feet of the structure, and by ensuring landscaping standards support water-wise, native vegetation that is not highly flammable.
- Staff applied for and were granted free technical assistance from Headwaters Economics to navigate the State Resilience Code adoption process. Staff will be meeting monthly with a cohort

of peer communities and with a consultant from Headwaters to discuss the Town's specific needs in this process over the next 6 months.

- Experts from the Eagle County Wildfire Collaborative will be presenting about this Code process at the September 2nd Planning Commission and at the December 9 Town Council meeting in advance of a joint work session on January 6. At this work session staff will be seeking direction on how decision makers would like this Code update to look for Eagle.
 - The Collaborative is also planning to meet with HOAs and other communities, in addition to Town staff, in advance of the January work session.

Administrative Manual

- Staff has been continuing to work on an administrative manual to clearly communicate land use processes to the public. Staff will be posting resources as they're completed, e.g. how the use permit process works, on the Town's website. As this project continues staff will be engaging stakeholder groups like the EVC for feedback to ensure this manual is user friendly and is meeting the community need.

LAND USE APPLICATIONS IN PROGRESS

For more information and to access project documents, visit the Town's [Active Land Use Applications Page](#).

Eagle Meadows Annexation No. 1 and No.2 – Application Withdrawn

- An application to annex and zone parcel no. 193927300040 (Parcel A) to Commercial Interchange (CI) and parcel no. 193927400041 (Parcel F) to Commercial General East (CGE).
- Public hearing schedule: Planning Commission will consider the zoning request on October 21 and the public hearing for annexation and zoning will take place October 28.

Haymeadow Design Guidelines Update

- Staff is reviewing the application for completeness.

Haymeadow RMF-4A/5 Major Development Permit

- Application is out on referral with agency comments due on November 20th.

Red Mountain Ranch, Parcel 1

- Has submitted Preliminary Plan Review and Major Development Plan applications; applicant has resubmitted and staff is working through the second round of review and referrals.

446 Broadway

- Has submitted a minor development permit application for a new mixed-use building. Developer's team reviewing referral comments, applicant resubmittal TBD.

1215 Chambers Avenue

- Applications for a lot line adjustment and a Major Development Permit.
- Application is complete and out for referral until October 22.

Henry Annexation

- Annexation, rezoning, and minor subdivision submitted for 220 E. Sixth St. Zoning application to be heard at Planning and Zoning on November 18 for a recommendation to Town Council, and Town Council to have a public hearing on the item on December 9.

New Electric, 629 Sawatch Road – Minor Development Permit

- Application was resubmitted the week of 8.25; referral comments were due on November 7 and have been sent to the applicant.

301 Broadway – Minor Development Permit

- Application is out on referral with the referral period ending October 23, 2025.

481 Whiting- Staff Review (Minor Subdivision)

- Application has been deemed complete and is out on first round of referral with comments due on November 12, 2025.

Mountain Tots Preschool- Major Development Permit

- Application is out on referral with the referral period ending November 28, 2025.

Bluffs PUD Amendment

- Application is out on referral with the referral period ending December 5, 2025.

Administrative Approvals (Encroachment Permits, Sign Permits, Use Approvals)

- Currently reviewing 1 Sign Permit, 0 Encroachment Permit, and 1 Mobile Vending Permits.
 - 2 Sign Permits have been approved and issued so far this year.
 - 3 Encroachment permits have been approved and issued this year.
 - 1 Mobile Vending Permit has been approved and issued this year.

NOTABLE UPDATES

- Software: Staff have selected a software solution and anticipate initiating the project before the end of the year.

This software solution will automate previously manual workflows, consolidate software systems, enhance interdepartmental communication, offer a user-friendly public interface, and more. We are excited to see this project moving forward.

- Staff has met with members of the community on development proposals ranging from small administrative permits to larger development, subdivision, and annexation applications. Pre-application meetings in 2025:
 - January - 2
 - February - 3
 - March - 3
 - April - 2
 - May - 1
 - June - 3
 - July - 5
 - August -2
 - September – 1
 - October - 1
- Eddie Wilson, our former Chief Building Official, continues to provide limited support as we continue our search for the next Building Official. His continued involvement ensures a smooth transition and allows us to benefit from his extensive experience and knowledge.

UPCOMING ANTICIPATED APPLICATIONS

- Haymeadow Resubdivision of RMF-3 in Filing 1

TRAINING/CONFERENCES:

- 2021 IECC residential and commercial overview, and overview of regional energy code amendments.
- Mountain Towns 2030 Regional Forum: Code Readiness for Colorado Mountain Communities.
- Rocky Mountain Leadership Program

MAJOR CONSTRUCTION PROJECTS

Business Name	Location	Status
Hockett Gulch Phase II	16186 Hwy 6	Building permits issued for building 6, 7, 8, 9, 10 and Clubhouse

Haymeadow	91 Mountain Hope Circle	Building permit issued for 4 single family – 3 Single family in review – 3 Townhouses w/ 2 in review and 1 w/ permit issuance after fees
Habitat for Humanity	3 rd Street	TCOs complete – looking for CO's
Stone Concepts of Colorado	85 Marmot Ln	Permit issued
Eagle County BMX	1700 Bull Pasture Rd	Permits expired?
Alpine Lumber Shed	111 Chambers	TCO for shed building – final landscaping inspection required before issuance of CO.
1200 Capitol Project	1200 Capitol St	Building permit issued and construction underway.

Building

The figures below show general activity levels not broken down by permit type (building, plumbing, mechanical, etc.)

TYPE OF WORK PERFORMED	EOY 2023	EOY 2024	YTD 2025
Inspections (n/i Planning, Public Works)	1,885	1944	1357
Permits Processed	411	334	359

P&Z and Council Meeting Schedule

October 2025
October 7th (Planning Commission) Wayfinding Presentation
October 14 th (Town Council) - Henry Annexation Petition Acceptance - Fee in Lieu of School Land Dedication
October 21 st (Planning Commission) - Eagle Meadows Annexation - LUDC25-05 Miscellaneous Amendments to the Land Use and Development Code
October 28 th (Town Council) - Eagle Meadows Annexation - Affordable Housing Accelerator Project (AHAP)
November 2025
November 4 th (Planning Commission) (Continued to 11/18)- LUDC25-06 Misc. #2 Amendment to the Land Use and Development Code - Training
November 12 th (Town Council) LUDC25-05 Miscellaneous Amendments to the Land Use and Development Code
November 18 th (Planning Commission) - LUDC25-06 Misc. #2 Amendment to the Land Use and Development Code - Work Session/Discussion: Chapter 4.08 – Major PUD Amendment Process / Chapter 4.11 – Landscaping Standards for Turf in alignment with SB24-005 / Chapter 4.20 Definitions & Measurements – clarify building height
November 25 th (Town Council) - cancelled
December 2025
December 2 nd (Planning Commission)
December 9 th (Town Council) LUDC25-06 Misc. #2 Amendment to the Land Use and Development Code

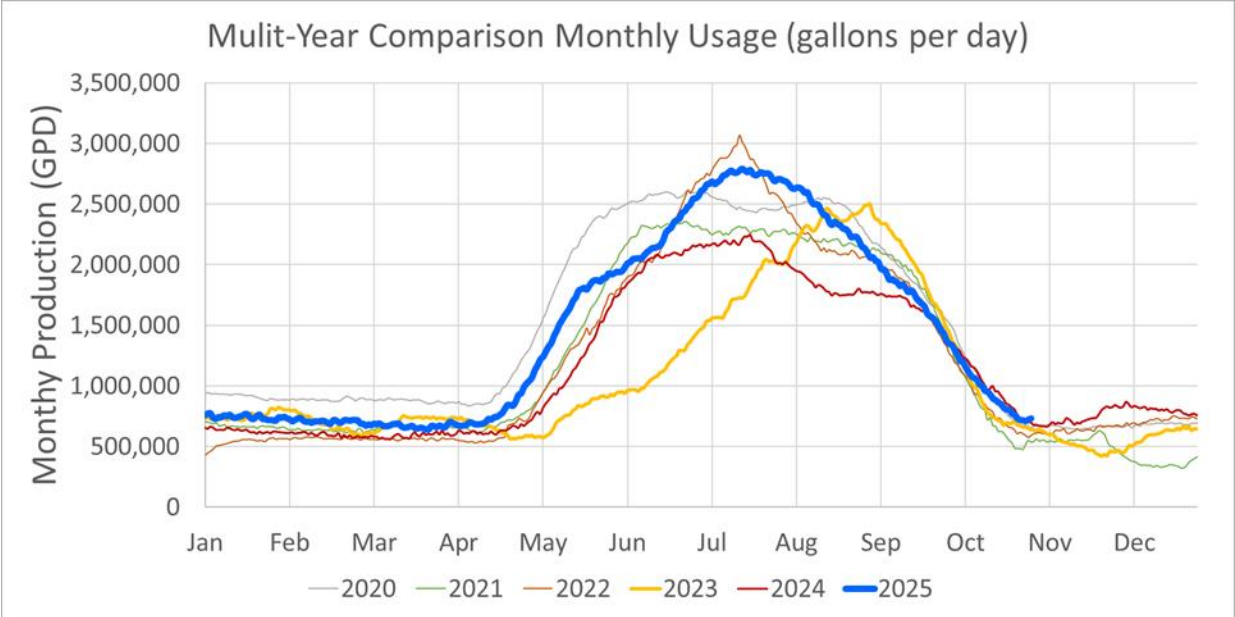
• Presentation for Chapter 4.08 – Major PUD Amendment Process / Chapter 4.11 – Landscaping Standards for Turf in alignment with SB24-005 / Chapter 4.20 Definitions & Measurements – clarify building height • Presentation for Eagle County Wildfire Collaborative
December 16 th (Planning Commission)
•
December 23 rd (Town Council) - cancelled

PUBLIC WORKS

October 2025

Water (Stephan Wilson, Utilities Manager)

- Production: Weekly water production has decreased to 7.3 million gallons per day (MGD) through the month of October. The peak production for July 2025 was 0.6 MGD higher than 2024 however fall production has now aligned with the 5 previous years.



Brush Creek is currently flowing between 20 and 25 CFS through Town (11 to 15 MGD).

- Lower Eby Creek Booster Pump Station Replacement: The Lower Eby Creek Tank has been removed from service for recoating and repairs. The tank structural repairs and coating were completed in August. The tank will be placed back in service once the new booster pump station and associated piping have been constructed in November. Currently staff are working with the design engineer and contractor to finalize Eagle County permits and remobilize the project. The new booster pump station is scheduled for a November delivery.
- Cemetery Tank: The contractor (Phoenix) completed the installation of the tank floor rebar mats and poured the floor on October 21. The tank floor was conducted in a single pour with 15 trucks. The initial breaks have returned with a strength of over 4,000 psi. The tank shell has been manufactured and is currently being shipped to Eagle.



- **Brush Creek Transmission Main Replacement:** The contractor (Gould) completed the fusing of 5,000 linear feet of new 24-inch HDPE waterline from the Old Adam's Rib Ranch HQ to Hardscrabble Rd. The current work includes continued pipe trenching and backfilling, dewatering, and final grading over completed sections.





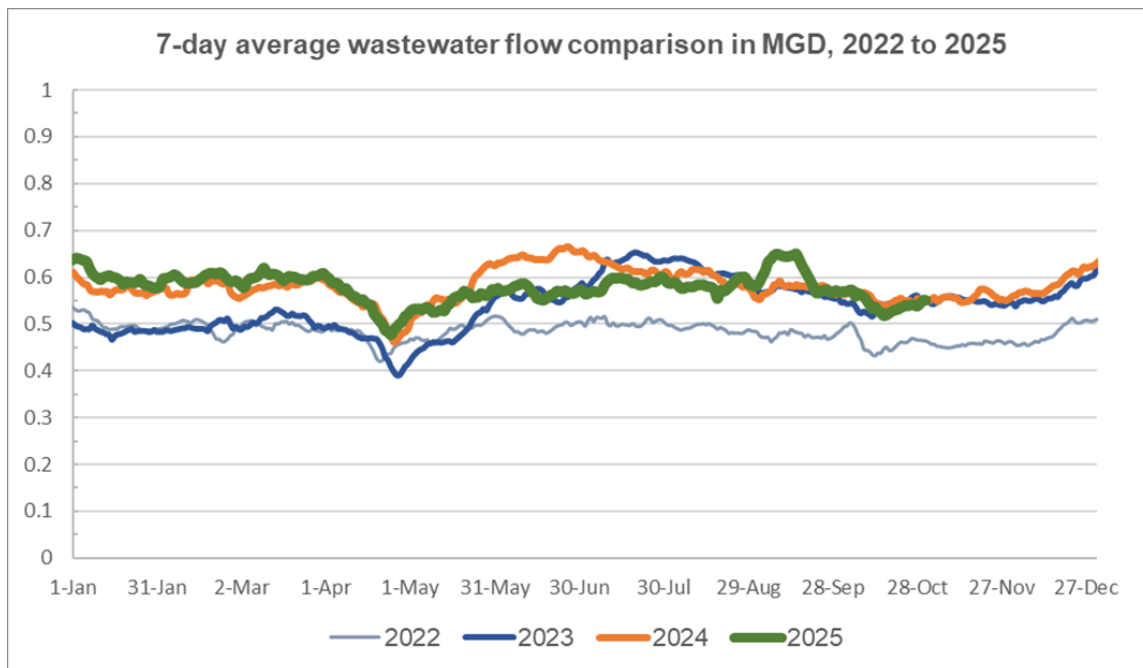
- **Plant Maintenance:** Water operators have completed exterior maintenance at the Upper Basin Water Treatment Plant (UBWTP) in preparation for winter. Below: Ike, Philip, Sean cleaning the trough from the drying beds to the recycle ponds.



- **Fire Hydrant Painting and Maintenance:** Sam and Sean have been working to repaint and maintain fire hydrants in the Town while afternoon temperatures are still favorable. Areas of focus have included the following: Downtown, the Bull Pasture, Village Homes, Lower Eagle Ranch, the Terrace, and Montgomery Cir neighborhoods.



- East Eagle Tank: The 30% design package has been prepared and submitted to the Town for review. The CMAR documents – RFQ package have been prepared and submitted to the Town for review.
- Flows: Weekly wastewater flows have trended at 0.55 MGD for October, remaining identical to back to school flows from previous years. Between 2022 and 2023, the flow totaling programming logic was changed, resulting in 2022 flows appearing lower than other later years. The plant is currently running at 33% of the design capacity of 1.65 MGD.



- Wastewater Treatment Facility (WWTF) improvements: The wastewater improvement project is moving forward. Phase 1 of the design is progressing to 90% design which includes long lead time equipment for blowers, pumps, and electrical equipment. Phase 2 will be for the new building that will house supplemental chemical feeds for Alum, carbon (Micro-C) and 30% sodium hydroxide (caustic soda) required for Total Inorganic Nitrogen (TIN) and Total Phosphorus (TP) removal is currently progressing to 60% design. Initial cost estimates have been received for Phase-1 and Phase-2.
- Collection System: DRC and Town staff completed the annual collection system maintenance in the last week of October. Jim (Engineer II) has been working with a paving contractor to repair manhole lids identified as issues and others that are routinely caught by plows during snow removal.



- The Town received a second public notice for permit modification No. 1(v2). This Town is currently collaborating with the Division to resolve the existing modification requests and pending permit renewal.

OPEN SPACE & TRAILS (Alex Smiley, Open Space and Trails Manager)

October 2025

- Rocky Mountain Youth Corps
 - A team of Rocky Mountain Youth Corp crew members was in town October 6-10. This fun and enthusiastic crew helped:
 - ♣ Reseed and control weeds on ~3,200' of disturbed area along the firebreaks south of town
 - ♣ Removed weeds and reseeded over 5 acres of disturbed grassland along the Crusher Trail by Brush Creek
 - ♣ Assisted the restoration crews in Hernage Creek by harvesting willows.
 - This project was supported through a grant from the Colorado Youth Corps Association and Great Outdoors Colorado. Eagle received a grant for two weeks of work with Rocky Mountain Youth Corps. This grant is valued at \$22,095.02.
 - Additionally, parts of this project were funded through a National Fish and Wildlife Foundation grant. Those funds were used for supplies for the reseeding efforts.
- Hernage Creek Restoration
 - Contractors installed over 20 structures in Hernage Creek in an effort to primarily reduce erosion, but also improve water quality, and to benefit plant health and diversity.
 - Work was performed by AloTerra Restoration, with oversight from OTAK and REO Resources over the course of three weeks in October.
 - The work is looking great and is ready for a high spring runoff to start making positive changes in the drainage!

- In the scope of work was also planting cottonwoods along brush creek, but due to a high stress drought year, this work has been postponed to the spring.
- E-bike assessment
 - The public survey regarding the public perception of allowing e-bikes on natural surface trails around town continues to see great participation.
 - ♣ As of this writing, over 650 participants have engaged with the survey.
 - As part of our info gathering effort, the town is hosting an Open House on Thursday, November 6th at the Brush Creek pavilion 4-6pm.
- Fall Volunteer Opportunities
 - As the season winds down and the wildlife closure approaches, the town is partnering with VVMTA to plan some last-minute projects to help prepare for the winter. Please follow the links and sign up if interested!
 - ♣ Tuesday Nov 11th – Repairing the cattle grate at the junction of Lov Connector and 3rd Gulch Trails [Town of Eagle - Lov Connector](#)
 - ♣ Friday Nov 14th – Removing old barbed wire from Open Space property near Turniphead Trail [Town of Eagle - Lov Connector](#)

POLICE DEPARTMENT

October 2025

2025 October Calls for Service: 1,589
2025 Jan-Oct Calls for Service: 13,104

2024 October Calls for Service: 975
2024 Jan-Oct Calls for Service: 9,755

DEPARTMENT ANNOUNCEMENTS:

POLAR PLUNGE: Eagle PD and Town Staff participated in the Annual Polar Plunge held at Nottingham Lake in Avon. Your Eagle Police Department team raised close to \$2000 in support of Special Olympics Colorado and was recognized for most funds raised by participating teams in this year's event. Thank you to everyone who supported this year's event!



TRICK-OR-TREAT STREET: We had a spooktacular time at Trick or Treat Street with a special visit from Thing One and Thing Two. This popular annual event allows us a chance to interact with the community, hand out swag, and make meaningful connections.



EVHS TRACK MEET: Eagle PD, along with Gypsum Fire and Eagle County Paramedic Services, got to participate in the “send-off” of the EVHS Track Team as they left for the state track meet. Go EVHS Devils!

SPECIAL OLYMPICS CONFERENCE: Sgt. Westering had the incredible opportunity to attend the Special Olympics International Conference in Minneapolis from October 16–19. It was an inspiring week surrounded by leaders, athletes, and volunteers from around the world all united by one mission: to create a more inclusive world through sport and compassion.

Hearing directly from athletes and learning new ways to support programs like the Law Enforcement Torch Run reminded him why this movement is so special. Every story, every handshake, and every idea shared was filled with purpose and passion. Sgt. Westering is bringing back new energy, new ideas, and a stronger commitment to continue supporting Special Olympics Colorado and our incredible athletes.



TOWN STAFF TRAINING: Lt. Causey conducted active threat trainings with town staff. This training empowers staff to feel secure in their surroundings at work and in the community while being able to identify early warning signs of concerning behavior. Following the initial training, Lt. Causey will be dedicating time to each department for follow-up training in their workspaces.

If you see something, say something!

DRONE PROJECT UPDATE: We have taken delivery on one drone. Currently, we have two certified drone pilots within the department with the goal of sending more staff to obtain their drone pilots' licenses. During a recent visit from local elementary students, Code Enforcement Officer Delp demonstrated the versatility of our drone for indoor use.



WILDLIFE ORDINANCE REMINDER: Ordinance 8.14

As part of our shared responsibility to coexist safely with local wildlife and reduce human-wildlife interactions. We'd like to remind the community of two important guidelines:

1. Curb Time Compliance

Trash containers may only be placed at the curb between 6:00 AM and 7:00 PM on the day of pickup. Leaving them out earlier or later increases the risk of attracting wildlife into our neighborhoods.

2. No Overfilled Containers

Containers that are overfilled are considered not properly latched and are not in compliance with Ordinance 8.14. This creates easy access for animals and can lead to dangerous encounters or scattered trash.

We appreciate everyone doing their part to keep Eagle clean, safe, and respectful of the wildlife we share our community with.



UPCOMING EVENTS:

FAITH AND BLUE: Eagle Police Department and Vail Police Department would like to invite the community to join us for the next Faith and Blue event of 2025 warmly hosted by Grace Fellowship Church at 525 McGregor Drive #A in Gypsum.

National Faith & Blue Weekend facilitates safer and stronger communities by engaging law enforcement officers and local residents through the connections of faith-based organizations. The next event takes place on Sunday, November 9th from 9:00am to 11:00am. Can't join us? Stay tuned for more upcoming Faith and Blue events!



SHOP WITH A COP: We are looking forward to Shop with a Cop scheduled for December 9, 2025. Those looking to support this incredible event can find more information on our website here: [Shop With a Cop | Town of Eagle, CO - Official Website](#).

With the support of our wonderful community, we hope to provide a local school-age child with a positive experience with an Eagle Police Officer. In December, each child selected will be paired with an officer who will spend an evening helping them Christmas shop for their family. After shopping is complete, the children will be taken to 4-Eagle Ranch where their gifts will be wrapped, and dinner will be served. Additionally, we hope to provide each family with a complete holiday meal basket.

Your Eagle Police Department staff consistently look for opportunities to give back to our wonderful community. This program was designed for that purpose – to assist less fortunate families during the holiday season.



October 2025

(Ryan Johnson, Town Engineer)

General Updates (RJ):

- Staffing: A Project Engineer Position is posted to refill
- Development review
 - Large Projects include:
 - Red Mtn Ranch
 - Haymeadow Filing 2
 - 446 Broadway
 - Capitol Flats
 - 301 Broadway
 - 629 Sawatch
- Public Works has developed an initial GIS system for the publicly owned utility systems.

Right of Way Permitting Summary (RJ):

- Active ROW Permits: 15

Public Improvements Developer Projects

- 263 Sawatch
 - Water main extension
- Haymeadow
 - Ouzel Lane Waterline.
 - SLR Extension and Sewer
 - Filing 2 Public Improvements
- Reserve at Hocket Gulch Phase 1B and 2
 - Water and sewer installation

Pavement Management

- 2025 Resurfacing Project- SLR resurfacing project is completed

Capital Improvement Projects

- Grand Avenue Corridor: The design team submitted a 60% design set for review by the Town. Technical and process meetings occur at regular intervals. Preliminary ROW lines have been received. There are several areas of conflict especially in comparison with the Devolution documents. Staff is investigating further with a Licensed Surveyor. The railroad wants to see the ROW plans before future design submittals. The railroad didn't deny the request for a roundabout at 5th Street, but it appears they prefer a signalized intersection. The public engagement process is complete.
- Capitol Street: Plans are completed to 90% design and are being reviewed by staff.
- Brush Creek Water Transmission Main & PRV: Gould Construction has begun the pipe installation. The project includes 5,600 LF of main water design and PRV upgrades. Pressure Reducing Valves have been reduced from 3 to 2, saving the Town's long-term maintenance costs. Work is slated to start on September 15.
- Sylvan Lake Road: This project is complete. Additional time and effort is necessary to complete the CDOT paperwork for the grant reimbursement.
- Safe Streets of All (SS4A) Action Plan: adopted. Grant funds are currently being reimbursed.

MUNICIPAL COURT

October 2025

OCTOBER 2025 REPORT

MUNICIPAL COURT

Court Held OCTOBER 22ND

Citations Issued	Current	YTD	2024
Animal Control		2	31
Misdemeanor/Ordinance		0	8
Parking		0	65
Traffic		8	68
Total		10	172

Fines and Fees Collected	Current	YTD	2024
Total Court Costs	\$390.00		\$1,710.00
Total Fines	\$4,045.00		\$19,695.00
Total Surcharges	\$380.00		\$2,620.00
Total Third Party (Restitution)	\$-		
Total	\$4,815.00		\$24,025.00

Dispositions (Payments or Court Appearances)	Current	YTD	2024
Animal Control		1	11
Juvenile		2	3
Misdemeanor/Ordinance			1
Parking			15
Traffic		3	31
Total		6	61

Outstanding Fines and Fees at Collections	Total	Collection
Current	\$1,575.00	
1-30 Days Past Due	\$360.00	
31-60 Days Past Due	\$350.00	
61-90 Days Past Due	\$135.00	**At Collections
91-180 Days Past Due	26,727.47	**At Collections



To: Mayor Turnipseed and Town Council

From: Kira Koppel, Sustainability Specialist

Date: November 12th, 2025

Agenda Item: Vail Honeywagon Contract Update

REQUEST: Staff requests that Council review the First Amendment to Agreement for Refuse Collection and Disposal Services with Vail Honeywagon in order to evaluate proposed changes. Staff also requests that Council consider adjusting our current waste hauling service to include weekly compost pickup rather than biweekly (defined in this memo as every-other-week) compost pickup. These two requests are not dependent upon one another; the contract amendment can be considered separate of the compost discussion. The result of the discussion on compost pickup can be included as a future amendment to the contract.

BACKGROUND: On July 11, 2023, Council approved Resolution 46, which approved a 10-year agreement for refuse collection and disposal services with Vail Honeywagon Enterprises, LLC. This agreement included a shift from dual stream recycling to single stream recycling, the addition of curbside compost pickup, wildlife resistant containers for compost and trash streams, and a corresponding rate change. This was a significant step toward our net zero goals. It established the infrastructure needed to enable curbside composting, pioneering this effort in the mountains, and moving us closer to reducing our waste emissions.

Shortly after that approval, it came to staff's attention that Exhibit A-1, referenced in the contract and detailing services for special events, was not included in the final and signed version. Exhibit A-2, pertaining to special item collection, was similarly left out. Numerous conversations with Vail Honeywagon over the last two years ensured these parts of the agreement were honored and that services continued. During this time, we have also been able to add recycling and composting services to town facilities that only had trash service at no additional charge. Staff would like to ensure our services are properly documented and included in our agreement with Vail Honeywagon.

Secondly, there has been some interest to increase the frequency of curbside compost hauling for residents. Increasing frequency of pickup may increase residential use of the curbside compost bins, as biweekly pickup has been identified as a barrier for use (due to odors, attracting pests, remembering the schedule, etc.). Our Net Zero Action Plan includes "reducing the carbon intensity of waste by 90%" as a key strategy. This means keeping as much compostable waste out of the trash as possible. It also includes an action to implement a universal waste ordinance requiring trash, recycling, and compost service for all residential and commercial properties in Eagle, in order to reach the strategy. Staff believes a staged approach that strives to make composting more convenient than trash will lead to long-term success in meeting and maintaining this strategy.

ANALYSIS:

Part 1 – Contract Amendment

Coordination among several staff occurred over the past year to inform necessary changes to the contract, which are captured in the First Amendment. Vail Honeywagon has received the draft amendment and does not anticipate any concerns for approval. A recap of changes is included below.

1. Updated the annual adjustment pursuant to Denver-Boulder Consumer Price Index to the Denver-Aurora-Lakewood Consumer Price Index.
2. Included one 40-yard roll-off of finished compost to be provided to the community per year.
3. Included annual pumpkin composting collection shortly after Halloween.
4. Updated the No Fee Collection services to reflect current hauling at each town facility, and to include the opportunity for recycling and compost hauling at each of these facilities in addition to trash.
5. Added total tons of compost collected to the quarterly reporting requirements.
6. Included Exhibit A-2 to accurately reflect services for town events.
7. Included Exhibit A-3 to accurately reflect the special items charges.

Part 2 – Implement Weekly Compost Hauling

After meeting with Vail Honeywagon several times, we jointly agreed that a gradual change to waste hauling services would lead to the highest chance of success. We explored several different options in addition to increasing compost hauling frequency, including increasing recycling frequency and decreasing trash pickup frequency. Due to the annual adjustment of rates and fees for the recycling facility they use, Vail Honeywagon is unable to provide accurate pricing for adjustments to the recycling stream beyond July 2026. In light of this, staff worked with Vail Honeywagon to gather prices for changes in service during the 2026 year. Additionally, staff does not recommend making any changes sooner than July 2026, as we need at least 6 months to ensure staff has ample time for community outreach regarding the changes and to prepare residents for potential financial impacts.

Below is our current hauling scenario and rates for single family homes:

CURRENT SCENARIO:

Waste Stream	Frequency of pickup
Compost	Biweekly
Recycling	Biweekly
Trash	Weekly

Bundled rate of: \$42.54 per month

For a single family home

It is important to note that the Increasing Curbside Organics project, funded by town community sustainability funding, has kicked off and has begun to provide valuable insights on the current utilization of curbside compost bins, contamination rates (very low), and the types of compostable materials going into these bins.

To reach an eventual 90% reduction in the carbon intensity of waste (i.e., ensure all organic waste – food waste, compostable bags, and compostable containers – are composted instead of trashed), staff recommends first increasing curbside compost hauling frequency to every week, so it is at least as convenient as trash. Please see below for details and pricing.

INCREASE COMPOST HAULING TO WEEKLY STARTING JULY 1, 2026

Waste Stream	Frequency of pickup
Compost	Weekly

Recycling	Biweekly
Trash	Weekly

Increase of \$3.50 per home per month OR annual increase of Consumer Price Index (CPI) +3%
 Bundled rate of: \$46.04 per month OR annual increase of CPI adjustment + 3%

Benefits of increasing compost pickup to a weekly basis:

- Provides the soonest available access to increased compost hauling.
- Weekly hauling may encourage more folks to use the bins, as the food waste won't sit for 2 weeks at a time. This should reduce odors.
- Provides an opportunity for the community to utilize their compost bins out of choice and decrease how much they put into the trash on a gradual basis.
- The change of increasing compost and decreasing trash is encouraged rather than forced.
- Lowest cost change aside from doing nothing, when compared to different scenarios.
- Opportunity to earn and maintain community trust by implementing gradual change and providing increased service.

Risks of increasing compost pickup to a weekly basis:

- Increased costs to residents.
- Maintaining weekly trash service does not provide an incentive for residents to utilize their compost bin rather than trash bin.
- Residents not currently using their compost bin or who opted out of composting might not support a rate increase.
- There is anecdotal concern among residents with the current provider's ability to deliver existing services.

There are two ways to implement weekly compost pickup, according to Vail Honeywagon: a rate increase of \$3.50 per single family home per month, or an annual increase of CPI + 3%. As the contract is currently written, annual adjustments based on the CPI are not to exceed a 5% annual adjustment during the term of the agreement.

Staff has evaluated a few other scenarios, but does not recommend them at this time due to the need for more research into the necessity for increased recycling service and due to the risks associated with decreasing trash service. While many members of our community may be able to reduce their trash pickup, multiple scenarios come to mind in which decreasing trash pickup could lead to unintended consequences (large families with children may need frequent diaper disposal; multiple families may live on one lot with an ADU and only have 1 trash bin; if residents have more trash than will be serviced, it could end up in the compost or recycling bins, causing contamination; trash left outside its wildlife resistant bin could attract and pose threats to wildlife; folks who opted out of composting will need to obtain a bin, which may incur charges). Staff is currently working to eliminate or reduce any charges for opting back into compost in association with this initiative. Additionally, experts in the waste industry have advised against decreasing trash services. Staff would like to carefully consider these consequences before recommending further changes.

COMMUNITY INPUT: None at this time.

BUDGET / STAFF IMPACT: As the monthly bundled rate for waste, recycling, and compost hauling is passed through to Vail Honeywagon for providing our waste hauling services, budget impact should be minimal. Staff time will be required to communicate any changes to service proactively and to maintain alignment of these services with our net zero carbon emissions by 2030 community goal.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: This item highlights the town’s goal to elevate our relationship with the environment by supporting and demonstrating sustainability (Goal 4-3 of Elevate Eagle Comprehensive Plan) and the town’s strategic objective to invest in environmental and energy sustainability. It emphasizes and supports continued implementation of Town Council Resolution No. 56, a resolution adopting town-wide sustainability goals.

RECOMMENDED ACTION OR PROPOSED MOTION:

Part 1 - Contract Amendment: Select motion 1 or motion 2.

MOTION 1: I move to approve Resolution 79-2025, A Resolution of the Town Council of the Town of Eagle, Colorado Approving the First Amendment to the Agreement for Refuse Collection and Disposal Services with Vail Honeywagon Enterprises, LLC.

OR

MOTION 2: I move to incorporate the following changes to the First Amendment to Agreement for Refuse Collection and Disposal Services with Vail Honeywagon Enterprises, LLC: *[insert Council’s desired changes here]*, and approve Resolution 79-2025, A Resolution of the Town Council of the Town of Eagle, Colorado Approving the First Amendment to the Agreement for Refuse Collection and Disposal Services with Vail Honeywagon Enterprises, LLC with incorporated changes.

Part 2 - Implement Weekly Compost Hauling

Staff recommends that Council provide feedback on the suggested increase to compost hauling. Should council provide direction to implement weekly compost hauling starting July 1, 2026, that will be reflected in an additional amendment to the contract.

ATTACHMENTS:

1. Resolution 46-2023 Approving an Agreement for Refuse Collection and Disposal Services with Vail Honeywagon
2. Resolution 79-2025, Approving the First Amendment to Agreement for Refuse Collection and Disposal Services with Vail Honeywagon
3. First Amendment to Agreement for Refuse Collection and Disposal Services with Vail Honeywagon

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 46
(Series of 2023)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
APPROVING AN AGREEMENT FOR REFUSE COLLECTION AND DISPOSAL
SERVICES WITH VAIL HONEYWAGON ENTERPRISES, LLC

WHEREAS, on February 24, 2009, the Town entered into an Agreement Concerning Refuse Collection and Disposal Services and Curbside Recycling Services with Vail Honeywagon Enterprises, LLC ("Vail Honeywagon), after issuing a Request for Proposals for such services in October 2008 and receiving a proposal from Vail Honeywagon on November 5, 2008;

WHEREAS, on March 24, 2015, the Town and Vail Honeywagon entered into a second Agreement Concerning Refuse Collection and Disposal Services and Curbside Recycling Services, and a subsequent First Amendment to Agreement Concerning Refuse Collection and Disposal Services and Curbside Recycling Services on March 22, 2016; and

WHEREAS, the Town now wishes to enter into a new agreement with Vail Honeywagon to continue such services.

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

Section 1. The Town Council hereby approves the Agreement for Refuse Collection and Disposal Services with Vail Honeywagon in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute such Agreement on behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED ON JULY 11, 2023.

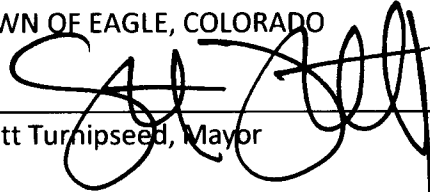
ATTEST:



Jenny Rakow, Town Clerk



TOWN OF EAGLE, COLORADO



Scott Turnipseed, Mayor

AGREEMENT FOR REFUSE COLLECTION AND DISPOSAL SERVICES

THIS AGREEMENT FOR REFUSE COLLECTION AND DISPOSAL SERVICES (the "Agreement") is made and entered into this 11 day of July, 2023 (the "Effective Date"), by and between by and between the Town of Eagle, a Colorado home rule municipality with an address of P.O. Box 609, Eagle, CO 81631 (the "Town"), and Vail Honeywagon Enterprises, LLC, an independent contractor with a principal place of business at 3 Waterway Square Place, Suite 110, The Woodlands, TX 77380 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town previously entered into the Agreement Concerning Refuse Collection and Disposal Services and Curbside Recycling Services with Contractor on February 24, 2009, after issuing a Request for Proposals for such services in October 2008 and receiving a Proposal from Contractor on November 5, 2008;

WHEREAS, the Parties entered into a second Agreement Concerning Refuse Collection and Disposal Services and Curbside Recycling Services with Contractor on March 24, 2015, and a subsequent First Amendment to Agreement Concerning Refuse Collection and Disposal Services and Curbside Recycling Services on March 22, 2016;

WHEREAS, the Town now wishes to enter into this Agreement with Contractor to continue such services; and

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor, shall have the sole and exclusive right within the territorial jurisdiction of the Town, and any territory annexed thereto, to furnish on behalf of the Town, all personnel, labor, equipment, trucks, and other items necessary to provide refuse collection, removal and disposal services and curbside recycling services for residential units, as further set forth in this Agreement and in **Exhibit A**, attached hereto. Contractor shall provide such services to all single-family homes and multi-family complexes of up to and including 8 units (each an "Account") within the Town limits (the "Service Area"). Upon the request of Contractor, the Town shall provide a list of all addresses located within the Service Area.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall terminate 10 years after the Effective Date, unless otherwise terminated as provided herein. After 5 years

from the Effective Date, the Parties shall reasonably confer to determine whether to amend this Agreement to modify the scope of services of this Agreement.

B. If Contractor fails to provide the services specified herein for more than 5 consecutive, scheduled working days or otherwise breaches this Agreement, the Town may notify Contractor of the Town's intent to terminate this Agreement. Contractor shall have 5 days to resume service, or 30 days to cure any other breach. If Contractor is unable to resume service or cure the breach within such time, the Town may terminate this Agreement, such termination to be effective immediately, and the Town may negotiate with other contractors for the operation of collection services. Any contract the Town enters into with another contractor shall not release Contractor from any liability to the Town for breach of this Agreement or any other damages.

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor as follows, subject to an annual adjustment pursuant to the Denver-Boulder Consumer Price Index, not to exceed a 5% annual adjustment during the term of this Agreement:

1. \$41.75 per month for each Account serviced by Contractor. Each Account shall include a 64-gallon bear-resistant trash container, a 96-gallon single-stream recycling container and a 32-gallon bear-resistant organic compost container, serviced in the manner further set forth in **Exhibit A**;
2. An additional \$25.00 per month for each Account requiring a second 64-gallon bear resistant container; and
3. An additional \$10.00 per month for each Account requiring a second 96-gallon single stream recycling container.

B. No fee shall be charged for collection of refuse from any public facility owned by the Town.

C. Town staff may adjust additional fee charges to Accounts in the event any fee is deemed to be in error. Adjustments to Accounts shall be recorded and provided to Contractor and reviewed annually.

IV. RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in

the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

V. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VI. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law;

2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

C. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

D. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

VIII. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

J. *Rights and Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

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

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

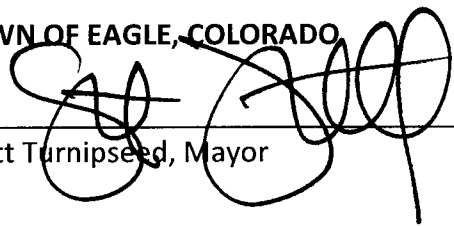
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ATTEST:


Jenny Rakow, Town Clerk



TOWN OF EAGLE, COLORADO


Scott Turnipseed, Mayor

HONEYWAGON ENTERPRISES, LLC

By: _____

STATE OF COLORADO)

) ss.

COUNTY OF Eagle)

The foregoing instrument was subscribed, sworn to and acknowledged before me this
26 day of June, 2023, by Jennifer Collins as Sales Manager
of Vail Honeywagon Enterprises, LLC. Terry Robinson District Manager

My commission expires:

(S E A L)

Virginia L Mallon
Notary Public

VIRGINIA L MALLON
Notary Public
State of Colorado
Notary ID # 20184013147
My Commission Expires 03-21-2026

EXHIBIT A
SCOPE OF SERVICES

- 1.1 Litter. Contractor shall not litter in the process of making collections and shall clean up (at its sole expense) any litter caused by it in providing services. However, Contractor shall not be required to collect material that has not been placed in approved containers. All refuse hauled by Contractor shall be contained, tied or enclosed by Account holders so that leaking, spilling or blowing are prevented.
- 1.2 Refuse Transportation. Contractor shall transport and dispose of all waste collected by its vehicles. If Contractor learns it has unintentionally collected toxic or hazardous waste, it shall be obligated to contact the source of such waste to request proper disposal, if the source can be located. If Contractor is unable to determine the sources, it shall reasonably confer with the Town to determine the manner of disposal.
- 1.3 Collection Schedule. Contractor shall provide the Town with maps and schedules of residential collection routes and keep such information current at all times. Recycled materials and trash pickup schedules shall be posted on Contractor's website and distributed annually to each Account holder. When a collection day falls on a legal holiday, refuse shall be collected on the following day. In the event of any changes in routes or schedules that will alter the day of pickup, Contractor shall notify the Town by written notice not less than 30 days prior to the change. Contractor shall provide an initial schedule to the Town on or before September 1, 2023.
- 1.4 Collection Vehicles. Contractor shall provide an adequate number of vehicles for all collection services under the Agreement. All vehicles and other equipment shall be kept in good repair, appearance, and in sanitary condition at all times. Each side of the vehicle shall clearly display the identity and telephone number of Contractor.
- 1.5 Account Holder Complaints. Contractor shall maintain an office through which it can be contacted by the Town and Account holders. It shall be equipped with sufficient telephones at (970) 476-3511, and shall have a responsible person in charge from 8:00 am to 4:30 pm on regular collection days, and shall respond to email sent to requests@vailhoneywagon.com. All Account holder complaints shall be addressed within 48 hours. Contractor shall supply the Town with copies of all complaints on a Town-approved form and indicate the disposition of each complaint. Such records shall be available for the Town's inspection at all times during business hours. The forms shall indicate the day and hour on which the complaint was addressed. When a complaint is received on a day preceding a holiday or on a Saturday, the complaint shall be addressed on the next working day.
- 1.6 Permits and Law. Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect. Contractor shall conduct operations in compliance with all applicable laws and municipal regulations.

1.7 Contingency Plans. Contractor shall endeavor to provide service without interruption and shall maintain the following contingency plans:

a. Unforeseen Events or Extreme Weather. In the event of extreme weather or where some other condition prevents Contractor from providing services pursuant to the Agreement, Contractor and the Town will work together to confer and determine whether services can resume and how best to communicate with the residents of the Town. Notification may be provided via Contractor's website or by public service announcements. In such cases, emergency personnel shall have primary authority if safety is a concern. When services resume, Contractor will provide additional trucks and personnel to complete services as soon as possible.

b. Landfill. If Contractor is not able to access the Eagle County Landfill, Contractor will make arrangements to haul refuse to another landfill, at no additional cost to the Town.

c. Hydraulic Spills. All Contractor trucks shall be equipped with "spill kits" and drivers trained to quickly, and in a manner that is accordance with prevailing law, address any hydraulic spills. Contractor shall provide all equipment necessary to clean any such spill, including a hot water pressure washer. Contractor will be expected to work with property owners to ensure that any such clean-up effort is acceptable. The Town shall not incur any liability or expenses related to any such hydraulic spill caused by Contractor.

1.8 Residential Collection Services. Contractor shall provide the following waste receptacles to each new Account (or replace such containers due to wear and tear) and shall provide for the following frequency of service:

a. Trash Containers. Bear-resistant (BR) 64-gallon containers, serviced weekly by Contractor.

b. Recycling Containers. Single-stream (SS) recycling 96-gallon containers, serviced bi-weekly.

c. Compost Containers. Bear-resistant (BR) 32-gallon organic compost containers, serviced bi-weekly.

1.11 Additional Collection Services.

a. Dumpster Accounts. Contractor will collect refuse from the following listed properties:

169331 (4) 64 Bear Resistant Containers (4) 96 signal stream recycle, (4) 32-gal Bear Resistance Compost (to meet services weekly and every other week)

165997 2-yard dumpster 1x/week

166487 2-yard dumpster 1x/week

166548 2-yard dumpster 1x/week
166547 2-yard dumpster 1x/week
166534 2- yard dumpster 1x/week
166533 2-yard dumpster 1x/week

b. Community Clean-Up. Contractor shall provide free of charge 40 yard roll-off containers at a central location for use by residents of the Town during the Town community clean-up in the spring of each year, with a date to be determined on or before February 1st of each year. The containers will be placed in a location mutually agreed upon by the Parties. Contractor shall provide at least 3 laborers and the Town shall provide one laborer to count the number of tires collected.

c. Special Events. Contractor shall provide collections services free of charge for the special events listed on Exhibit A-1, attached hereto, at no additional cost. Contractor shall provide trash, recycle, and compost services for the Town park, which includes three 6-yard trash containers, one 6-yard single stream recycle container, one 2- yard compost container, two boxes of trash bags, and two boxes of recycling bags, as well as two event porta-potties located at 7th Street and Wall Street and two event porta-potties located at 3rd Street and Broadway. In addition, Contractor shall provide weekly collections services for the Show Downtown in conjunction with the Vail Valley Foundation and Town special events. The Show Downtown collection services shall include one 6-yard trash container, one 6-yard single stream recycle container, and one 2-yard compost container.

d. Special Items. Contractor will collect "special" refuse items, including for instance, appliances, furniture and yard waste, from Accounts upon reasonable advance notice from the Account holder. These charges will be billed to the Town, in accordance with Exhibit A-2, with reference to the date, address and item for pick-up.

e. No Fee Collection Services. Contractor shall provide collection services for the following accounts at no charge.

166518-1439, Information Center- two 96-gallon single stream recycle every other week, one 6-yard trash serviced 1x/week.

166518-1441, Old Town Hall Offices - one 96-gallon trash serviced 1x/week.

166518-1440, Brush Creek Pavilion - one 8-yard trash serviced 2x week.

166518-1436, Public Works Shops - one 8-yard trash serviced 2x/week, one 2-yard single-stream recycle 1x/week, one 32-gallon compost serviced every other week.

166518-1437, Town Hall- two 96-gallon single stream recycle serviced every other week, one 4-yard serviced 1x/week, one 32-gallon compost serviced every other week.

166518-1438, Wastewater - four 3-yard trash serviced 1x/week.

1.12 Missed Collections. If refuse is not collected from an Account on a scheduled day of service, following notice of such missed collection, Contractor shall determine the reason and respond as follows:

- a. If the Account did not have its container out at the time of a regularly scheduled collection, Contractor may schedule a return collection trip at an additional charge of \$25.
- b. If Contractor missed a scheduled collection due to its own error, it will schedule a return collection trip without any additional charge.

1.13 Quarterly Reporting. Within 30 days after the close of each calendar quarter, Contractor shall submit the following information to the Town for the preceding 3 months of service under the Agreement:

- a. A current listing of all existing accounts and a total tabulation of all charges occurring during the calendar quarter;
- b. How many tons of trash were collected during such time;
- c. The estimated tons of acceptable recyclables collected;
- d. The Town's revenue share for acceptable recyclables (if any) including calculations;
- e. A copy of the customer complaint log;
- f. A description of any vehicle accidents or infractions and police reports; and
- g. A record of any implementation of contingency plans and resolutions.

1.14 Excluded Waste. Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"). If Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the Town and the producer of the Excluded Waste, if the producer can be readily identified. Title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 79
(Series of 2025)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING THE FIRST AMENDMENT TO AGREEMENT FOR REFUSE COLLECTION
AND DISPOSAL SERVICES WITH VAIL HONEYWAGON ENTERPRISES, LLC

WHEREAS, ON July 11, 2023, the Town entered into an Agreement for Refuse Collection and Disposal Services with Vail Honeywagon Enterprises, LCC;

WHEREAS, Town staff wanted to ensure all referenced exhibits in the Agreement are included in the signed version;

WHEREAS, Vail Honeywagon Enterprises LLC has been providing services not currently reflected in the contract;

WHEREAS, Staff would like to ensure all services are accurately documented and the proper Consumer Price Index is used;

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

Section 1. The Town hereby approves the First Amendment to the Agreement for Refuse Collection and Disposal Services with Vail Honeywagon Enterprises LLC in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute such Agreement on behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED ON November 12, 2025.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Melissa Daruna, Acting Town Clerk

FIRST AMENDMENT TO AGREEMENT FOR REFUSE COLLECTION AND DISPOSAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR REFUSE COLLECTION AND DISPOSAL SERVICES (the "First Amendment") is made and entered into this ____ day of _____, 2025 (the "Effective Date"), by and between the Town of Eagle, a Colorado home rule municipality with an address of P.O. Box 609, Eagle, CO 81631 (the "Town"), and Vail Honeywagon Enterprises, LLC, an independent contractor with a principal place of business at 3 Waterway Square Place, Suite 110, The Woodlands, TX 77380 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Parties entered into an Agreement Concerning Refuse Collection and Disposal Service, Curbside Recycling Services, and Curbside Composting Services on July 11, 2023 (the "Agreement"); and

WHEREAS, the Parties now wish to amend the Agreement to clarify the services provided by Contractor and the terms therein, as further set forth in this First Amendment.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. Paragraph II(A) of the Agreement is hereby deleted and replaced as follows:

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall terminate on July 11, 2033 unless otherwise terminated as provided herein.

B. Paragraph III(A) of the Agreement is hereby deleted and replaced as follows:

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor as follows, subject to an annual adjustment pursuant to the Denver-Aurora-Lakewood Consumer Price Index,—as published by the U.S. Bureau of Labor and Statistics, using the Index for the last half of the prior year to the first half of the current year, not to exceed a 5% annual adjustment during the term of this Agreement. The adjusted fees shall become effective on January 1 of each year during the term of this Agreement, commencing after the full first year of service on January 1, 2025, and any renewal term.

1. \$41.75 per month for each Account serviced by Contractor. Each Account shall include a 64-gallon wildlife-resistant or wildlife-proof trash container, a 96-gallon single-stream recycling container and a 32-gallon wildlife-resistant or wildlife-proof organic compost container, serviced in the manner further set forth in **Exhibit A-1**;

2. An additional \$25.00 per month for each Account requiring a second 64-gallon wildlife-resistant or wildlife-proof container; and

3. An additional \$10.00 per month for each Account requiring a second 96-gallon single stream recycling container.

C. Exhibit A to the Agreement is hereby replaced in its entirety with a new **Exhibit A-1**, attached hereto.

D. Exhibit A-1 to the Agreement is hereby replaced in its entirety with a new **Exhibit A-2**, attached hereto.

E. Exhibit A-2 to the Agreement is hereby replaced in its entirety with a new **Exhibit A-3**, attached hereto.

F. Except as specifically amended by this First Amendment, the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the Effective Date.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Melissa Daruna, Acting Town Clerk

CONTRACTOR

Vail Honeywagon Enterprises, LLC

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this ____ day of _____, 2025, by
_____ as _____ of Honeywagon Enterprises, LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____

Notary Public

EXHIBIT A-1 SCOPE OF SERVICES

- 1.1 Litter. Contractor shall not litter in the process of making collections and shall clean up (at its sole expense) any litter caused by it in providing services. However, Contractor shall not be required to collect material that has not been placed in approved containers. All refuse hauled by Contractor shall be contained, tied or enclosed by Account holders so that leaking, spilling or blowing are prevented.
- 1.2 Refuse Transportation. Contractor shall transport and dispose of all waste collected by its vehicles. If Contractor learns it has unintentionally collected toxic or hazardous waste, it shall be obligated to contact the source of such waste to request proper disposal, if the source can be located. If Contractor is unable to determine the sources, it shall reasonably confer with the Town to determine the manner of disposal.
- 1.3 Collection Schedule. Contractor shall provide the Town with maps and schedules of residential collection routes and keep such information current at all times. Recycled materials, composted materials and trash pickup schedules shall be posted on Contractor's website and distributed annually to each Account holder. When a collection day falls on a legal holiday, refuse shall be collected on the following day. In the event of any changes in routes or schedules that will alter the day of pickup, Contractor shall notify the Town by written notice not less than 30 days prior to the change. Contractor shall provide an initial schedule to the Town on or before September 1, 2023.
- 1.4 Collection Vehicles. Contractor shall provide an adequate number of vehicles for all collection services under the Agreement. All vehicles and other equipment shall be kept in good repair, appearance, and in sanitary condition at all times. Each side of the vehicle shall clearly display the identity and telephone number of Contractor.
- 1.5 Account Holder Complaints. Contractor shall maintain an office through which it can be contacted by the Town and Account holders. It shall be equipped with sufficient telephones at (970) 476-3511, and shall have a responsible person in charge from 8:00 am to 4:30 pm on regular collection days, and shall respond to email sent to requests@vailhoneywagon.com. All Account holder complaints shall be addressed within 48 hours. Contractor shall supply the Town with copies of all complaints on a Town-approved form and indicate the disposition of each complaint. Such records shall be available for the Town's inspection at all times during business hours. The forms shall indicate the day and hour on which the complaint was addressed. When a complaint is received on a day preceding a holiday or on a Saturday, the complaint shall be addressed on the next working day.
- 1.6 Permits and Law. Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect. Contractor shall conduct operations in compliance with all applicable laws and municipal regulations.

1.7 Contingency Plans. Contractor shall endeavor to provide service without interruption and shall maintain the following contingency plans:

a. Unforeseen Events or Extreme Weather. In the event of extreme weather or where some other condition prevents Contractor from providing services pursuant to the Agreement, Contractor and the Town will work together to confer and determine whether services can resume and how best to communicate with the residents of the Town. Notification may be provided via Contractor's website or by public service announcements. In such cases, emergency personnel shall have primary authority if safety is a concern. When services resume, Contractor will provide additional trucks and personnel to complete services as soon as possible.

b. Landfill. If Contractor is not able to access the Eagle County Landfill, Contractor will make arrangements to haul refuse to another landfill, at no additional cost to the Town.

c. Hydraulic Spills. All Contractor trucks shall be equipped with "spill kits" and drivers trained to quickly, and in a manner that is accordance with prevailing law, address any hydraulic spills. Contractor shall provide all equipment necessary to clean any such spill, including a hot water pressure washer. Contractor will be expected to work with property owners to ensure that any such clean-up effort is acceptable. The Town shall not incur any liability or expenses related to any such hydraulic spill caused by Contractor.

1.8 Residential Collection Services. Contractor shall provide the following waste receptacles to each new Account (or replace such containers due to wear and tear) and shall provide for the following frequency of service:

a. Trash Containers. wildlife-resistant or wildlife-proof 64-gallon containers, serviced weekly by Contractor.

b. Recycling Containers. Single-stream (SS) recycling 96-gallon containers, serviced bi-weekly.

c. Compost Containers. wildlife-resistant or wildlife-proof 32-gallon organic compost containers, serviced bi-weekly.

1.11 Additional Collection Services.

a. Dumpster Accounts. Contractor will collect refuse from the following listed properties:

169331 (4) 64-gallon Wildlife-Resistant or Wildlife-Proof trash containers, (4) 96-gallon single stream recycling containers, (4) 32-gallon Wildlife-Resistant or Wildlife-Proof compost containers (to meet services weekly and every other week)

165997 2-yard Wildlife-Resistant or
Wildlife-Proof dumpster 1x/week
166487 2-yard Wildlife-Resistant or
Wildlife-Proof dumpster 1x/week
166548 2-yard dumpster 1x/week
166547 2-yard dumpster 1x/week
166534 2- yard dumpster 1x/week
166533 2-yard dumpster 1x/week

b. Community Clean-Up. Contractor shall provide free of charge five 40-yard roll-off containers at a central location for use by residents of the Town during the Town community clean-up in the spring of each year, with a date to be determined on or before February 1st of each year. The containers will be placed in a location mutually agreed upon by the Parties. Contractor shall provide at least 3 laborers and the Town shall provide one laborer to count the number of tires collected. Contractor shall provide free of charge one 40-yard roll-off container of finished compost for community distribution or two 20-yard roll-off containers of finished compost to the community, one provided at the community clean-up and the second provided in the fall.

c. Special Events. Contractor shall provide collections services free of charge for the special events listed on Exhibit A-2, attached hereto, at no additional cost. Contractor shall provide trash, recycle, and compost services for Town produced events in locations specified per event. Events held at Town Park includes three 6-yard trash containers, one 6-yard single stream recycle container, one 2- yard compost container, two boxes of trash bags, and two boxes of recycling bags, as well as up to four event porta-potties in one to two locations.

In addition, Contractor shall provide weekly collections services for the Show Downtown in conjunction with the Vail Valley Foundation and Town special events. The Show Downtown collection services shall include one 6-yard trash container, one 6-yard single stream recycle container, and one 2-yard compost container.

d. Special Items. Contractor will collect "special" refuse items, including for instance, appliances, furniture and yard waste, from Accounts upon reasonable advance notice from the Account holder. These charges will be billed to the Town, in accordance with Exhibit A-3, with reference to the date, address and item for pick-up.

e. Pumpkin Composting. Contractor shall provide free of charge up to three 2-yard wildlife resistant or proof dumpsters for pumpkin collection and composting from November 1st-December 1st. Container(s) will be placed in the lot adjacent to the community gardens, across Capitol Street from the Brush Creek Pavilion.

f. No Fee Collection Services. Contractor shall provide collection services for the

following accounts at no charge.

166518-1439, Information Center one 6-yard trash serviced 1x/week.

166518-1441, Old Town Hall Offices - one 96-gallon trash serviced 1x/week,
two 96-gallon recycle serviced 1x/week

166518-1440, Brush Creek Pavilion - one 4-yard trash serviced 3x week,
one 4-yard recycle serviced 3x/week, four 32-gallon compost serviced
3x/week. All dumpsters at this location will be provided with locks.

166518-1436, Public Works Shops - two 8-yard trash serviced 2x/week, one 6-yard single-
stream recycle 1x/week, one 32-gallon compost serviced every other week.

166518-1437, Town Hall- two 96-gallon single stream recycle serviced every other week,
one 4-yard trash serviced 1x/week, two 32-gallon compost serviced every other week.

166518-1438, Wastewater - four 3-yard trash serviced 1x/week, two 96-gallon recycle
serviced every other week, two 32-gallon compost serviced every other week

1.12 Missed Collections. If refuse is not collected from an Account on a scheduled day of service, following notice of such missed collection, Contractor shall determine the reason and respond as follows:

a. If the Account did not have its container out at the time of a regularly scheduled collection, Contractor may schedule a return collection trip at an additional charge of \$25.

b. If Contractor missed a scheduled collection due to its own error, it will schedule a return collection trip without any additional charge.

1.13 Quarterly Reporting. Within 30 days after the close of each calendar quarter, Contractor shall submit the following information to the Town for the preceding 3 months of service under the Agreement:

a. A current listing of all existing accounts and a total tabulation of all charges occurring during the calendar quarter;

b. How many tons of trash were collected during such time;

c. The estimated tons of acceptable recyclables collected;

d. Total tons of compost collected;

e. Total use rate of compost (compost bins serviced divided by total residents enrolled in composting);

f. The Town's revenue share for acceptable recyclables (if any) including calculations;

- g. A copy of the customer complaint log;
- h. A description of any vehicle accidents or infractions and police reports; and
- i. A record of any implementation of contingency plans and resolutions.

1.14 Excluded Waste. Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"). If Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the Town and the producer of the Excluded Waste, if the producer can be readily identified. Title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.

EXHIBIT A-2
SCHEDULE FOR TOWN OF EAGLE PRODUCED EVENTS

The schedule below is an estimate only. Vail Honeywagon will confirm with the Town before any event the requirements for the number and type of dumpsters and containers and the time and number of pickups. More special events may be added upon mutual agreement of the Town and Vail Honeywagon.

Event	Date	Location	Description
Community Cleanup & Hard2Recycle	May	Brush Creek Pavilion	Five 40-yard roll off containers Three laborers 40 yards of finished compost
Eagle Flight Days	June	Broadway Street and Town Park	One 6-yard trash container One 6-yard single stream recycling container One 2-yard compost container
Community Table	August	Capitol Street, Eagle Ranch	Four Individual compost, trash, and recycling containers Up to 4 porta potties
Christmas on Broadway		Broadway Street	Up to 4 event porta potties
Showdown Town		Town Park	Weekly collection services One 6-yard trash container One 6-yard single stream recycling container One 2-yard compost container

*Dates are subject to change from year to year.

**EXHIBIT A-3
SPECIAL ITEMS**

EXTRA TRASH PICK UP

(does not require customer to arrange with Vail Honeywagon ahead of time)

Items	Rate
Bag outside of closed container	\$10.00
Extra Can Out	\$15.00
Overloaded Container Fee	\$10.00
Extra Yards Trash on the ground	\$50.00 per yard
Branches- less than 5 feet bundled	\$10.00 per yard

CAN DELIVERY / RETURN TRIP / CONTAMINATION FEES

Delivery fee additional can	\$25.00
Replacement container	\$50.00
Go Back	\$25.00
Contamination Fee	\$20.00

LARGE/BULKY ITEMS PICKED UP

(requires customer arrange with Vail Honeywagon ahead of time)

Items	Rate
Armoire	\$70.00
Bathtub	\$35.00
BBQ Grill (propane tank removed)	\$30.00
Bed Frame-metal	\$15.00
Bicycle	\$15.00
Box Springs- any size	\$25.00
Cabinet/Dresser	\$30.00
Carpet	\$10.00 per yard
Chair - Large	\$25.00
Chair- dining room or lawn	\$15.00
Couch/Sofa	\$60.00
Countertop	\$30.00 – laminate \$50.00 – tile or granite
Desk	\$30.00
Dishwasher & Dryer	\$70.00
Door - wood	\$30.00
Door - sliding glass	\$75.00
Door – screen	\$20.00

Exercise Equipment	\$50.00 to \$100.00 depending on equipment
Headboard	\$30.00 metal/ \$40.00 wood
Hot Tub Cover	\$80.00
Lawn Mower- drained no gas or oil	\$40.00
Love Seat/ Recliner	\$45.00
Mattress (Full or Twin)	\$50.00
Mattress (King or Queen)	\$60.00
Microwave	\$25.00
Pallets	\$15.00
Refrigerator (Freon removed and must have a sticker)	\$120.00 \$60 mini fridge or small wine cooler
Sectional Sofa or Sleeper	\$80.00 sectional \$120 sleeper
Sink	\$30.00 single/ \$35.00 double
Stove/Oven	\$70.00
Table- dining	\$40.00 seats 4-8 \$60 seats more than 8
Table – small	\$15.00 end table \$20 coffee table
Toilet	\$50.00
Vacuum	\$20.00
Washing Machine	\$100.00 stackable \$100
Water Heater	\$100.00
Window	\$30.00



To: Mayor and Town Council

From:

Date: November 12, 2025

Agenda Item: Resolution 79, Series 2025, "A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE COLORADO APPROVING THE FIRST AMENDMENT TO THE AGREEMENT FOR REFUSE COLLECTION AND DISPOSAL SERVICES WITH VAIL HONEYWAGON ENTERPRISES, LLC"

REQUEST:

BACKGROUND:

ANALYSIS:

COMMUNITY INPUT:

BUDGET / STAFF IMPACT:

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

RECOMMENDED ACTION OR PROPOSED MOTION:

ATTACHMENTS:

1. Resolution 79, Series 2025, Approving the First Amendment to Agreement for Refuse Collection and Disposal Services with Vail Honeywagon Enterprises LL

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 79
(Series of 2025)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING THE FIRST AMENDMENT TO AGREEMENT FOR REFUSE COLLECTION
AND DISPOSAL SERVICES WITH VAIL HONEYWAGON ENTERPRISES, LLC

WHEREAS, ON July 11, 2023, the Town entered into an Agreement for Refuse Collection and Disposal Services with Vail Honeywagon Enterprises, LCC;

WHEREAS, Town staff wanted to ensure all referenced exhibits in the Agreement are included in the signed version;

WHEREAS, Vail Honeywagon Enterprises LLC has been providing services not currently reflected in the contract;

WHEREAS, Staff would like to ensure all services are accurately documented and the proper Consumer Price Index is used;

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

Section 1. The Town hereby approves the First Amendment to the Agreement for Refuse Collection and Disposal Services with Vail Honeywagon Enterprises LLC in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute such Agreement on behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED ON November 12, 2025.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Melissa Daruna, Acting Town Clerk

FIRST AMENDMENT TO AGREEMENT FOR REFUSE COLLECTION AND DISPOSAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR REFUSE COLLECTION AND DISPOSAL SERVICES (the "First Amendment") is made and entered into this ____ day of _____, 2025 (the "Effective Date"), by and between the Town of Eagle, a Colorado home rule municipality with an address of P.O. Box 609, Eagle, CO 81631 (the "Town"), and Vail Honeywagon Enterprises, LLC, an independent contractor with a principal place of business at 3 Waterway Square Place, Suite 110, The Woodlands, TX 77380 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Parties entered into an Agreement Concerning Refuse Collection and Disposal Service, Curbside Recycling Services, and Curbside Composting Services on July 11, 2023 (the "Agreement"); and

WHEREAS, the Parties now wish to amend the Agreement to clarify the services provided by Contractor and the terms therein, as further set forth in this First Amendment.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. Paragraph II(A) of the Agreement is hereby deleted and replaced as follows:

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall terminate on July 11, 2033 unless otherwise terminated as provided herein.

B. Paragraph III(A) of the Agreement is hereby deleted and replaced as follows:

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor as follows, subject to an annual adjustment pursuant to the Denver-Aurora-Lakewood Consumer Price Index,—as published by the U.S. Bureau of Labor and Statistics, using the Index for the last half of the prior year to the first half of the current year, not to exceed a 5% annual adjustment during the term of this Agreement. The adjusted fees shall become effective on January 1 of each year during the term of this Agreement, commencing after the full first year of service on January 1, 2025, and any renewal term.

1. \$41.75 per month for each Account serviced by Contractor. Each Account shall include a 64-gallon wildlife-resistant or wildlife-proof trash container, a 96-gallon single-stream recycling container and a 32-gallon wildlife-resistant or wildlife-proof organic compost container, serviced in the manner further set forth in **Exhibit A-1**;

2. An additional \$25.00 per month for each Account requiring a second 64-gallon wildlife-resistant or wildlife-proof container; and

3. An additional \$10.00 per month for each Account requiring a second 96-gallon single stream recycling container.

C. Exhibit A to the Agreement is hereby replaced in its entirety with a new **Exhibit A-1**, attached hereto.

D. Exhibit A-1 to the Agreement is hereby replaced in its entirety with a new **Exhibit A-2**, attached hereto.

E. Exhibit A-2 to the Agreement is hereby replaced in its entirety with a new **Exhibit A-3**, attached hereto.

F. Except as specifically amended by this First Amendment, the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the Effective Date.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Melissa Daruna, Acting Town Clerk

CONTRACTOR

Vail Honeywagon Enterprises, LLC

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this ____ day of _____, 2025, by
_____ as _____ of Honeywagon Enterprises, LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____

Notary Public

EXHIBIT A-1 SCOPE OF SERVICES

- 1.1 Litter. Contractor shall not litter in the process of making collections and shall clean up (at its sole expense) any litter caused by it in providing services. However, Contractor shall not be required to collect material that has not been placed in approved containers. All refuse hauled by Contractor shall be contained, tied or enclosed by Account holders so that leaking, spilling or blowing are prevented.
- 1.2 Refuse Transportation. Contractor shall transport and dispose of all waste collected by its vehicles. If Contractor learns it has unintentionally collected toxic or hazardous waste, it shall be obligated to contact the source of such waste to request proper disposal, if the source can be located. If Contractor is unable to determine the sources, it shall reasonably confer with the Town to determine the manner of disposal.
- 1.3 Collection Schedule. Contractor shall provide the Town with maps and schedules of residential collection routes and keep such information current at all times. Recycled materials, composted materials and trash pickup schedules shall be posted on Contractor's website and distributed annually to each Account holder. When a collection day falls on a legal holiday, refuse shall be collected on the following day. In the event of any changes in routes or schedules that will alter the day of pickup, Contractor shall notify the Town by written notice not less than 30 days prior to the change. Contractor shall provide an initial schedule to the Town on or before September 1, 2023.
- 1.4 Collection Vehicles. Contractor shall provide an adequate number of vehicles for all collection services under the Agreement. All vehicles and other equipment shall be kept in good repair, appearance, and in sanitary condition at all times. Each side of the vehicle shall clearly display the identity and telephone number of Contractor.
- 1.5 Account Holder Complaints. Contractor shall maintain an office through which it can be contacted by the Town and Account holders. It shall be equipped with sufficient telephones at (970) 476-3511, and shall have a responsible person in charge from 8:00 am to 4:30 pm on regular collection days, and shall respond to email sent to requests@vailhoneywagon.com. All Account holder complaints shall be addressed within 48 hours. Contractor shall supply the Town with copies of all complaints on a Town-approved form and indicate the disposition of each complaint. Such records shall be available for the Town's inspection at all times during business hours. The forms shall indicate the day and hour on which the complaint was addressed. When a complaint is received on a day preceding a holiday or on a Saturday, the complaint shall be addressed on the next working day.
- 1.6 Permits and Law. Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect. Contractor shall conduct operations in compliance with all applicable laws and municipal regulations.

1.7 Contingency Plans. Contractor shall endeavor to provide service without interruption and shall maintain the following contingency plans:

a. Unforeseen Events or Extreme Weather. In the event of extreme weather or where some other condition prevents Contractor from providing services pursuant to the Agreement, Contractor and the Town will work together to confer and determine whether services can resume and how best to communicate with the residents of the Town. Notification may be provided via Contractor's website or by public service announcements. In such cases, emergency personnel shall have primary authority if safety is a concern. When services resume, Contractor will provide additional trucks and personnel to complete services as soon as possible.

b. Landfill. If Contractor is not able to access the Eagle County Landfill, Contractor will make arrangements to haul refuse to another landfill, at no additional cost to the Town.

c. Hydraulic Spills. All Contractor trucks shall be equipped with "spill kits" and drivers trained to quickly, and in a manner that is accordance with prevailing law, address any hydraulic spills. Contractor shall provide all equipment necessary to clean any such spill, including a hot water pressure washer. Contractor will be expected to work with property owners to ensure that any such clean-up effort is acceptable. The Town shall not incur any liability or expenses related to any such hydraulic spill caused by Contractor.

1.8 Residential Collection Services. Contractor shall provide the following waste receptacles to each new Account (or replace such containers due to wear and tear) and shall provide for the following frequency of service:

a. Trash Containers. wildlife-resistant or wildlife-proof 64-gallon containers, serviced weekly by Contractor.

b. Recycling Containers. Single-stream (SS) recycling 96-gallon containers, serviced bi-weekly.

c. Compost Containers. wildlife-resistant or wildlife-proof 32-gallon organic compost containers, serviced bi-weekly.

1.11 Additional Collection Services.

a. Dumpster Accounts. Contractor will collect refuse from the following listed properties:

169331 (4) 64-gallon Wildlife-Resistant or Wildlife-Proof trash containers, (4) 96-gallon single stream recycling containers, (4) 32-gallon Wildlife-Resistant or Wildlife-Proof compost containers (to meet services weekly and every other week)

165997 2-yard Wildlife-Resistant or
Wildlife-Proof dumpster 1x/week
166487 2-yard Wildlife-Resistant or
Wildlife-Proof dumpster 1x/week
166548 2-yard dumpster 1x/week
166547 2-yard dumpster 1x/week
166534 2- yard dumpster 1x/week
166533 2-yard dumpster 1x/week

b. Community Clean-Up. Contractor shall provide free of charge five 40-yard roll-off containers at a central location for use by residents of the Town during the Town community clean-up in the spring of each year, with a date to be determined on or before February 1st of each year. The containers will be placed in a location mutually agreed upon by the Parties. Contractor shall provide at least 3 laborers and the Town shall provide one laborer to count the number of tires collected. Contractor shall provide free of charge one 40-yard roll-off container of finished compost for community distribution or two 20-yard roll-off containers of finished compost to the community, one provided at the community clean-up and the second provided in the fall.

c. Special Events. Contractor shall provide collections services free of charge for the special events listed on Exhibit A-2, attached hereto, at no additional cost. Contractor shall provide trash, recycle, and compost services for Town produced events in locations specified per event. Events held at Town Park includes three 6-yard trash containers, one 6-yard single stream recycle container, one 2- yard compost container, two boxes of trash bags, and two boxes of recycling bags, as well as up to four event porta-potties in one to two locations.

In addition, Contractor shall provide weekly collections services for the Show Downtown in conjunction with the Vail Valley Foundation and Town special events. The Show Downtown collection services shall include one 6-yard trash container, one 6-yard single stream recycle container, and one 2-yard compost container.

d. Special Items. Contractor will collect "special" refuse items, including for instance, appliances, furniture and yard waste, from Accounts upon reasonable advance notice from the Account holder. These charges will be billed to the Town, in accordance with Exhibit A-3, with reference to the date, address and item for pick-up.

e. Pumpkin Composting. Contractor shall provide free of charge up to three 2-yard wildlife resistant or proof dumpsters for pumpkin collection and composting from November 1st-December 1st. Container(s) will be placed in the lot adjacent to the community gardens, across Capitol Street from the Brush Creek Pavilion.

f. No Fee Collection Services. Contractor shall provide collection services for the

following accounts at no charge.

166518-1439, Information Center one 6-yard trash serviced 1x/week.

166518-1441, Old Town Hall Offices - one 96-gallon trash serviced 1x/week,
two 96-gallon recycle serviced 1x/week

166518-1440, Brush Creek Pavilion - one 4-yard trash serviced 3x week,
one 4-yard recycle serviced 3x/week, four 32-gallon compost serviced
3x/week. All dumpsters at this location will be provided with locks.

166518-1436, Public Works Shops - two 8-yard trash serviced 2x/week, one 6-yard single-
stream recycle 1x/week, one 32-gallon compost serviced every other week.

166518-1437, Town Hall- two 96-gallon single stream recycle serviced every other week,
one 4-yard trash serviced 1x/week, two 32-gallon compost serviced every other week.

166518-1438, Wastewater - four 3-yard trash serviced 1x/week, two 96-gallon recycle
serviced every other week, two 32-gallon compost serviced every other week

- 1.12 Missed Collections. If refuse is not collected from an Account on a scheduled day of service, following notice of such missed collection, Contractor shall determine the reason and respond as follows:

- a. If the Account did not have its container out at the time of a regularly scheduled collection, Contractor may schedule a return collection trip at an additional charge of \$25.
- b. If Contractor missed a scheduled collection due to its own error, it will schedule a return collection trip without any additional charge.

- 1.13 Quarterly Reporting. Within 30 days after the close of each calendar quarter, Contractor shall submit the following information to the Town for the preceding 3 months of service under the Agreement:

- a. A current listing of all existing accounts and a total tabulation of all charges occurring during the calendar quarter;
- b. How many tons of trash were collected during such time;
- c. The estimated tons of acceptable recyclables collected;
- d. Total tons of compost collected;
- e. Total use rate of compost (compost bins serviced divided by total residents enrolled in composting);
- f. The Town's revenue share for acceptable recyclables (if any) including calculations;

- g. A copy of the customer complaint log;
- h. A description of any vehicle accidents or infractions and police reports; and
- i. A record of any implementation of contingency plans and resolutions.

1.14 Excluded Waste. Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"). If Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the Town and the producer of the Excluded Waste, if the producer can be readily identified. Title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.

EXHIBIT A-2
SCHEDULE FOR TOWN OF EAGLE PRODUCED EVENTS

The schedule below is an estimate only. Vail Honeywagon will confirm with the Town before any event the requirements for the number and type of dumpsters and containers and the time and number of pickups. More special events may be added upon mutual agreement of the Town and Vail Honeywagon.

Event	Date	Location	Description
Community Cleanup & Hard2Recycle	May	Brush Creek Pavilion	Five 40-yard roll off containers Three laborers 40 yards of finished compost
Eagle Flight Days	June	Broadway Street and Town Park	One 6-yard trash container One 6-yard single stream recycling container One 2-yard compost container
Community Table	August	Capitol Street, Eagle Ranch	Four Individual compost, trash, and recycling containers Up to 4 porta potties
Christmas on Broadway		Broadway Street	Up to 4 event porta potties
Showdown Town		Town Park	Weekly collection services One 6-yard trash container One 6-yard single stream recycling container One 2-yard compost container

*Dates are subject to change from year to year.

**EXHIBIT A-3
SPECIAL ITEMS**

EXTRA TRASH PICK UP

(does not require customer to arrange with Vail Honeywagon ahead of time)

Items	Rate
Bag outside of closed container	\$10.00
Extra Can Out	\$15.00
Overloaded Container Fee	\$10.00
Extra Yards Trash on the ground	\$50.00 per yard
Branches- less than 5 feet bundled	\$10.00 per yard

CAN DELIVERY / RETURN TRIP / CONTAMINATION FEES

Delivery fee additional can	\$25.00
Replacement container	\$50.00
Go Back	\$25.00
Contamination Fee	\$20.00

LARGE/BULKY ITEMS PICKED UP

(requires customer arrange with Vail Honeywagon ahead of time)

Items	Rate
Armoire	\$70.00
Bathtub	\$35.00
BBQ Grill (propane tank removed)	\$30.00
Bed Frame-metal	\$15.00
Bicycle	\$15.00
Box Springs- any size	\$25.00
Cabinet/Dresser	\$30.00
Carpet	\$10.00 per yard
Chair - Large	\$25.00
Chair- dining room or lawn	\$15.00
Couch/Sofa	\$60.00
Countertop	\$30.00 – laminate \$50.00 – tile or granite
Desk	\$30.00
Dishwasher & Dryer	\$70.00
Door - wood	\$30.00
Door - sliding glass	\$75.00
Door – screen	\$20.00

Exercise Equipment	\$50.00 to \$100.00 depending on equipment
Headboard	\$30.00 metal/ \$40.00 wood
Hot Tub Cover	\$80.00
Lawn Mower- drained no gas or oil	\$40.00
Love Seat/ Recliner	\$45.00
Mattress (Full or Twin)	\$50.00
Mattress (King or Queen)	\$60.00
Microwave	\$25.00
Pallets	\$15.00
Refrigerator (Freon removed and must have a sticker)	\$120.00 \$60 mini fridge or small wine cooler
Sectional Sofa or Sleeper	\$80.00 sectional \$120 sleeper
Sink	\$30.00 single/ \$35.00 double
Stove/Oven	\$70.00
Table- dining	\$40.00 seats 4-8 \$60 seats more than 8
Table – small	\$15.00 end table \$20 coffee table
Toilet	\$50.00
Vacuum	\$20.00
Washing Machine	\$100.00 stackable \$100
Water Heater	\$100.00
Window	\$30.00



To: Mayor Turnipseed and Town Council

From: Jessica Lake, Senior Planner, Community Development Department

Date: November 12, 2025

Agenda Item: Ordinance 17, Series 2025, An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Chapters 1, 2, 3, 8, 9, 10, 14, and 20 of Title 4 of the Eagle Municipal Code Related to Development Standards and Processes.

REQUEST

For the Town Council to review and approve staff proposed text amendments to the Land Use and Development Code.

BACKGROUND

In October 2023, the new Land Use and Development Code (2023 LUDC), also known as ReCode, took effect. Since its adoption, staff have identified a number of modifications and corrections necessary to ensure the Code functions as intended.

Per the Code, such corrections require review and recommendation by the Planning Commission, followed by adoption by the Town Council. This memo presents the third round of miscellaneous updates for the consideration since adoption of the 2023 LUDC.

The proposed amendments include:

1. Section 4.01.080.D.1.b. Transitional provisions / Applications in progress / multiple application process
2. Table 4.02-1 Permitted Setback Encroachments and Section 4.02.020. Definition for lot coverage.
3. ~~Table 4.02-2 Height Limit Exceptions for elevator bulkheads and internal stair access~~
4. Table 4.03-10 OTR Lot and Dimensional Standards
5. ~~Chapter 4.05 – Exempt Public/Civic Institutional Uses from Residential Density Limits in the CGE and CI Zone Districts~~
6. Chapter 4.08 PUD – update terminology for phases of the PUD process
7. Chapter 4.09 – Modify Use Standards:
 - a. Cottage Courts
 - b. Accessory Dwelling Units
8. Chapter 4.10 – Broadway District – building art
9. Chapter 4.10 – Map outlining area of relevance for Grand Avenue Design Standards
10. Chapter 4.14 – clarification to applicability and development standards, including the wildlife buffer
11. Chapter 4.20 – Modify or Add Definitions:
 - a. Accessory Dwelling Unit
 - b. Administrative Manual
 - c. Boutique Hotel

- d. Critical Wildlife Habitat
- e. Dwelling Unit
- f. Kitchen

To expedite the process, staff did not hold a work session on these changes. While many of these items have been under review since the Code's adoption, staff prioritized updates required by recent State legislation. Given the minor nature of these amendments, staff believe a work session is not necessary. However, staff remain open to removing or revising any proposed changes based on Council's feedback. It is also worth noting that the ordinance in front of Town Council tonight reflects changes requested by the Planning Commission, staff have explained those changes in the analysis section.

ANALYSIS

Section 4.01.080.D.1.b. Transitional provisions. (D) Applications in progress – multiple application process

The current language in **Table 4.01-1: LUDC Applicability to Multiple Application Processes** and the associated transitional provisions presents a complex and often confusing methodology for processing applications that involve multiple land use steps. This complexity creates ambiguity for both applicants and staff, leading to inconsistent interpretations and unnecessary administrative burden.

Staff propose to streamline and clarify this section to ensure that the process is more intuitive and transparent. In reviewing the transitional provisions, staff also identified a potential conflict between the section addressing PUDs approved prior to the effective date and the language immediately preceding it. The proposed amendments are intended to resolve this conflict, eliminate the need for interpretation, and ensure consistent application of the Code.

Proposed Redline Changes

- b. ~~If a Complete applications for the first step in a multi-step approval process~~ ~~approval of a multiple application process~~ ~~was submitted prior to~~ ~~before the effective date of the new Code, it will shall~~ continue to be processed pursuant to the 1976 LUDC. ~~If the application was incomplete on the effective date, or submitted after that date, it will be processed pursuant to the 2023 LUDC. Subsequent steps in a multi-step approval process will be processed pursuant to the 2023 LUDC, provided they were incomplete on the effective date, or submitted after that date. Incomplete applications pending on the effective date and applications filed after the effective date shall be processed pursuant to the 1976 LUDC if the first approval was design specific, and pursuant to the 2023 LUDC if the first approval was conceptual, as described in Table 4.01-1: LUDC applicability to multiple application processes:~~

Delete the following table from the Code:

Table 4.01-1: LUDC Applicability to Multiple Application Processes				
Initial Approval	1976 LUDC	Subsequent Application [1]	2023 LUDC	1976 LUDC
Special Use Permit				
SUP Application	×	Development Plan	×	
Planned Unit Development				
Concept Plan	×	Development Plan(s)	×	

Development Plan, Preliminary Plan (including subdivision)	×	Final Plat [2]		×
Subdivision				
Preliminary Plan	×	Final Plat [2]		×
Notes [1] Processed pursuant to 1976 LUDC only if initial approval has not expired. [2] Applicant may elect review under 2023 LUDC.				

Permitted Setback Encroachments (Table 4.02-1)

The current reference in Table 4.02-1 to “porches, stoops, decks, terraces, balconies, and associated stairs (uncovered and no more than 30” above natural grade)” presents a challenge for consistent interpretation. The term natural grade is not defined in the Land Use Development Code (LUDC), whereas both existing grade and finished grade are defined and commonly used throughout the Code. In practice, the Code directs staff to apply the more restrictive of these two definitions when measuring height and setback encroachments.

To ensure clarity and consistency in application, staff recommend replacing the reference to natural grade with finished grade. This approach provides a clear and measurable standard applicable to both proposed and completed projects subject to this provision. Under this interpretation, if any portion of the associated stairs, porches, stoops, decks, terraces, or balconies exceeds 30 inches above finished grade, it shall not be eligible to encroach into the required setback.

Additionally, staff have identified a naming conflict between this table and another existing table titled “Table 4.02-1 – Comprehensive Plan Consistency.” To resolve this duplication and maintain clarity in referencing, the current table will be renumbered as Table 4.02-2, while the Comprehensive Plan table will retain its original designation.

Proposed Redline Changes

Table 4.02-12 Permitted Setback Encroachments		
Projection	Front or Street Side Setback (max, feet)	Internal or Rear Setback (max, feet)
Building Element		
Approved accessibility ramps	Any distance	Any distance
Bay windows	4	4
Belt courses, sills, lintels, pilasters, pediments	1	1
Breezeways, unenclosed	Not permitted	Not permitted
Corner detail, Broadway District only	Per 4.04.060	Not permitted
Chimneys not greater than 6 ft. in width	2	2
Eaves, roof overhangs, cornices, gutters, and downspouts	2	2

Porches, stoops, decks, terraces, balconies, and associated stairs (uncovered and no more than 30" above natural finished grade)	8	5
Shading devices such as awnings and canopies	5	5
Stairs and fire escapes (unenclosed)	4 (rear also)	1.5 (side only)
Window wells	Any distance	3
Site Elements		
Accessory Structure	Not permitted	Per zone district requirements
Clothes lines and poles	Not permitted	Any distance
Fences and walls	Any distance	Any distance
Flagpoles and signs	Any distance	Any distance
Flatwork	Any distance	Any distance
Gardens and landscaping	Any distance	Any distance
Ornamental lights	Any distance	Any distance
Play equipment	Not permitted	Any distance
Swimming pools and hot tubs including mechanical equipment and deck	Not permitted	Any distance
Trash containers	Not permitted	Any distance
Mechanical, Electric, and Plumbing Elements		
Evaporative coolers or air conditioners (window)	2	2
Evaporative coolers or air conditioners (ground)	Not permitted	Not Permitted
Gas and electric meters	2	2
Solar energy collectors and heat storage units of up to 200 sq. ft. of collector surface area	Not permitted	Not Permitted
Transformers	Not permitted	Not Permitted

The sentence being modified in the above table also appears in the definition of lot coverage. While the current definition uses the term “grade” instead of “natural grade,” staff recommends revising it to “finished grade” to ensure consistency throughout the Code.

Proposed Redline Changes

Lot coverage. Lot coverage is measured as the percentage of the gross lot area covered by buildings and impervious surface. It is calculated by dividing the gross area of building footprints, measured to the furthest exterior face of the structure including above-grade enclosed projections, by the area of the lot. The following shall be counted as covered areas for purposes of determining building coverage:

1. Areas covered by swimming pools and hot tubs;
2. Decks, stoops, patios, porches, and their associated stairs that are 30 inches or more above finished grade;
3. Any portion of a lot or site covered by materials forming an unbroken surface impervious to water, including streets, driveways, and parking lots;
4. Structures covered by a roof; and

5. Structures that are more than six feet tall and enclosed on three or more sides with walls that are less than 25 percent open.

Height Limit Exceptions Table (Table 4.02-2)

Staff have identified a naming conflict with the current table associated with this provision. To maintain consistency within Chapter 4, the table will be renumbered accordingly, resolving duplication and improving ease of reference.

Proposed Redline Changes

Table 4.02-23 Height Limit Exceptions	
Projection	Height Increase, max (% or feet)
Chimneys, stacks, vents, and flues	30% over zone district max height
Antennas and towers (except as provided in Section 4.09.110, Wireless Communication Facilities)	30'
Emergency sirens and similar devices	Any distance
Mechanical, electrical, and plumbing equipment; solar panels; air conditioner, and evaporative coolers.	30% over zone district max height
Parapet walls, safety railings, and screening walls	4'
Architectural features such as unoccupied belfries, flagpoles, spires, silos, domes, and windmills	30% over zone district max height

Table 4.03.-10 OTR Lot and Dimensional Standards

Staff believe the minimum lot area for single-family development in the OTR zone was intended to reflect the size of a single historic lot in Eagle, which is 3,125 square feet. Historic lots are common throughout the Old Town neighborhood and should be developable without requiring property owners to pursue a variance, administrative adjustment, or subdivision design variance.

During the ReCode public engagement process, staff met with several property owners interested in making additions or other modifications to their properties. These improvements are not feasible under the current minimum lot area standard for single-family development. To address this issue, staff propose revising the standard to align with the historic lot size.

Additionally, staff recommend adding unit qualifiers such as “sf” for square feet and “ft” for feet to improve clarity and reduce confusion. Staff also noted that the reference “[1]” under “Table Notes” was missing from the table. Based on context, staff believe this note pertains to the front setback and have included it accordingly.

Proposed Redline Changes

Table 4.03-10: OTR Lot and Dimensional Standards				
Lot Standards		Building Placement/Setbacks		
Density (min/max)	4-16 du/ac	A	Front	10 ft [1]
Lot Area, total (min)		B ₁	Street-Adjacent Side	10 ft

Single-family	3,500 125 sf	B ₂	Interior Side	5 ft
Duplex (per unit)	1,750 sf		Interior Side, Accessory Bldg.	2.5 ft
Attached Dwellings, (per structure, max. 3 units)	6,250 sf	C	Rear, Principal Bldg.	10 ft
Multiunit Bldg, (per structure, max 3 units)	6,250 sf		Rear, Accessory Bldg.	2 ft [2]
Building Standards				
Lot Coverage (max)	70%		Height, (ft, max)	
Live Stream Setback		D	Principal Building	35 ft
No disturbance area	75 ft		Accessory Building	35 ft
Table Notes: [1] May match block face average where applicable. See Chapter 4.20. [2] Turn radius standards apply to all alleys; which may require an accessory building be setback on the property further than the minimum requirements.				

Chapter 4.08 PUD – update terminology for phases of the PUD process

Staff have identified inconsistencies in the terminology used for the two phases of the Planned Unit Development (PUD) process across Chapter 4.08 and Chapter 4.17 of the Code. To improve clarity and consistency, staff propose standardizing the terminology as follows:

- Replace all references to **PUD Development Plan** (the final stage of the PUD process) with **PUD Final Plan**.

These terms have been used interchangeably throughout the Code, which has led to confusion for applicants and reviewers. Standardizing the language will help streamline the review process and improve understanding of the PUD procedures. While staff were reviewing Chapter 4.17 for PUD terminology, a missing Section reference link was found in Section 4.17.130. – Application requirements.

Additionally, staff identified language related to water rights that does not align with the Town's typical practices. Staff propose revising this language to reflect current standards and procedures.

Finally, staff identified some necessary changes to the application requirements section, but as these changes required reformatting of the entire section, this will be addressed as part of the upcoming changes to Chapter 4.17 and acceptance of the Administrative Manual.

Proposed Redline Changes

Section 4.08.040.C.4. Adequate water rights dedication and tap fee payment shall be provided pursuant to [Title 12](#).

- a. ~~For irrigation systems using treated water, tap fees shall be paid and water rights dedicated to the Town. Irrigation system development shall be conveyed to the entity responsible for the ongoing maintenance of the open space.~~
- b. ~~For irrigation systems using raw water, water rights and irrigation system development shall be conveyed to the entity responsible for the ongoing maintenance of the open space.~~

Section 4.08.060.A. Overview

1. Applications shall be reviewed in two stages: (1) the PUD concept plan, and (2) the PUD final plan.
2. Review of a subdivision sketch plan, pursuant to [Section 4.17.100.D.2](#), may be waived by the Director when the PUD concept plan incorporates the information required for subdivision sketch plan **and is clearly identified as taking the place of a subdivision sketch plan for purposes of conformance review when subdivision preliminary plan is submitted.**

Section 4.17.010.E.

Table 4.17-1: Application Review Requirements								
Application Type	LUDC Section	Pre-Sub Conf	N'hd Mtg.	Notice	Admin (Staff)	PZC / BOA	Town Council	Form of Final Decision
Key: ✓ = Required R = Review and Recommend D = Decision A = Appeal RA = Ratify NoD = Notice of Decision Res. = Resolution Ord. = Ordinance								
Approval Processes								
PUD Rezoning	4.08.060							
Concept Plan		✓	✓	✓	R	R	D	N/A NoD
Development Final Plan		✓	✓	✓	See Development Plan, Major			
					R	R	D	Ord.
Major PUD Amendment		✓	✓	✓	R	R	D	Ord.
Minor PUD Amendment		✓			R, D		A	NoD

Section 4.17.050.A.

Table 4.17-2: Public Notice Requirements						
Application Type	LUDC Section	Notice Type	Publish Section 4.17.050.C.7	Post on Site Section 4.17.050.C.8	Mail Section 4.17.050.C.6	Mail Distance
Notice Types: PH—Public Hearing Notice ADIN—Administrative Decision Informational Notice Key: R = Required O = Optional X = Not Required						
Approval Processes						
PUD Rezoning	4.08.060					
Concept Plan		PH	R	R	R	All property within 250 feet [1]; PUD Amendment only complies with Note [2]
Development Final Plan		PH	R	R	R	
Major PUD Amendment		PH	R	R	R	
Minor PUD Amendment		X	X	X	X	
Notes: [1] In determining owners of land within a specified distance, the width of public and private rights-of-way shall be included in the distance calculation. [2] All property owners in PUD and property owners abutting the PUD when revisions would affect PUD boundary property						

Section 4.17.130.A. ~~Concept Plan~~/PUD Concept Plan (PUD Step 1 of 2).

1. **PUD Concept Plan.** A **PUD** concept plan shall be submitted, which shall be 24 inches by 36 inches in size, with north arrow and scale and with title and date in lower right corner, at a scale of one inch equals 100 feet, or larger, and which depicts the project area or the area within the boundaries of the proposed PUD and the following:
2. **PUD concept plan.**
 - a. A minimum of the following:
 - ii. A **PUD** concept plan, **as described above**;

Section 4.17.130.B.3.i. A proposal for municipal or park land dedication or fee, pursuant to ~~Section 4.15.060~~ ↔ [Section 4.15.060](#) or documentation that the dedication or fee has previously been made;

Modify Use Standards for Cottage Courts and Accessory Dwelling Units

Staff have met with several developers interested in pursuing housing projects under the Cottage Court use standards. However, these initial discussions have not progressed to formal applications, largely due to unintended consequences within the adopted standards.

For Cottage Courts, the inclusion of subdivision provisions has created financing challenges for developers—limiting their options or, in some cases, preventing them from securing financing altogether. Since cottage courts are still a relatively new model, staff looked to Colorado’s model for “Cluster Subdivision Standards” for inspiration ([LINK](#)). For ADUs, the current standards restrict the flexibility needed for property owners and developers to design units that function as in-law suites or similar arrangements. Staff do not believe the intent of the ADU standards was to limit this type of design or use flexibility.

To address these issues and better support housing development, staff propose targeted revisions to both sets of use standards.

Proposed Redline Changes

Section 4.09.050.B. *Cottage court developments.*

1. Maximum project size is two acres.
2. The maximum density is 16,000 square feet of gross floor area in cottage units per acre of project site area.
3. A shared private common space containing at least ten percent (10%) of the project area shall be provided.
4. Individual cottage lots or portions of the project may not be subdivided for sale, **with the exception of footprint townhome lots that maintain the minimum common open space.**
5. Zone district lot and setback requirements shall apply to the project site as a whole, ~~but~~ not to individual cottage unit sites.
6. Each project site shall maintain a vegetated buffer along **side and rear lot lines.** ~~each side and rear lot line, and~~ No portion of any primary or accessory structure may be located **within this** ~~in that~~ buffer area. **Front, side, and rear yard buffers must comply with the landscaping requirements outlined in Chapter 4.11.**
7. ~~The applicant shall submit a minor development plan identifying individual cottage unit development sites, streets, parking areas, storm drainage facilities, common areas and facilities, and any other features required to be identified by this LUDC.~~

Section 4.09.100.D. *Accessory dwelling units.* ADUs are permitted in any residential district, subject to the following standards:

3. Each ADU shall be a complete, separate dwelling unit, with its own ingress, egress, and access. ~~The ADU shall not have direct access to the primary home, however a~~ **A shared entryway with the primary home is permitted.**

Art Displays (Section 4.10.050.C.1.f.i)

Staff propose a minor adjustment to the Code to shift the decision-making authority for building art on Broadway Street from the Community Development Director to the Marketing and Events Advisory Committee (MEAC). The previous Code did not specify a review or approval process for building art. While it is important to establish a clear and consistent process for something the community values, staff believe this decision does not need to rest solely with the Director.

MEAC occasionally allocates funding to support local businesses through art, marketing, and promotional efforts aimed at attracting residents and visitors. Given MEAC’s role in funding and promoting community events and enhancements, staff are confident in their ability to oversee decisions related to building art. This change reflects a collaborative approach and aligns with MEAC’s existing responsibilities.

Proposed Redline Changes

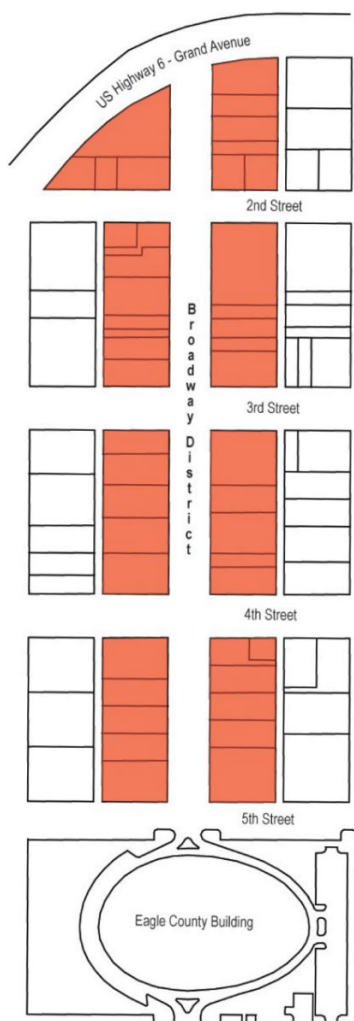
- i. Temporary art displays are permitted along the Broadway streetscape with the approval of the ~~Director~~ **Marketing and Events Advisory Committee (MEAC) or another committee designated by the Town Council**. Building art may be permitted on a case-by-case basis with the permission of the ~~Director~~ **designated committee** and requires a mockup of the proposed design and colors to be utilized. Any art displays utilized during special events are permitted as part of the special event permit.

Broadway District Design Standards (Section 4.10.050.C.1)

While the location-specific design standards for Broadway reference the “Broadway District” and clearly indicate the intended area of applicability, the 1976 Code included a graphic depiction of the district boundaries. To avoid any future confusion regarding the area these design standards apply to, staff propose reintroducing that graphic into this section of the Code. Including a visual reference will help reinforce the standards' intent and provide clarity for applicants, reviewers, and the public.

Proposed Redline Changes

1. *Broadway district*. The overriding vision for the BD district is to enhance the Town and to create a vibrant business district based on traditional western slope architecture. The BD district deserves special attention and more specific guidelines than other areas of Town. **The following graphic depicts the properties included in the BD.**



Grand Avenue Corridor Design Standards (Section 4.10.050.C.3)

The LUDC includes area-specific design standards; however, it does not currently provide graphic or textual descriptions identifying which properties fall within those designated areas. Staff believe the Grand Avenue Corridor design standards were specifically intended for properties zoned CMU2 and located adjacent to Grand Avenue. This conclusion is based on several factors: purpose statements within the Code, staff recollections from the Grand Avenue design process in 2021, and comparisons to other area-specific standards, such as those for Broadway.

To provide clarity, staff have drafted a Land Use Code Interpretation related to the Grand Avenue design standards, which is available here for review ([LINK](#)). This step will formalize the LUDC Interpretation by incorporating it into the Code.

Proposed Redline Changes

3. *Grand Avenue Corridor.* The following graphic depicts the properties included in the Grand Avenue Corridor design standards.



Grand Avenue Corridor Design Standards Area

Chapter 4.14 – clarification to applicability and development standards, including the wildlife buffer

Staff have encountered several challenges in implementing Section 4.14.040, Wildlife Habitat, primarily due to the way the Code defers decision-making authority to Colorado Parks and Wildlife (CPW). To address these challenges, staff are proposing targeted amendments to improve clarity and functionality within this section.

While staff recognize there may be interest in reviewing and potentially revising the development standards outlined in this section, such changes would require additional research and at least one work session with decision-makers. Therefore, amendments to the development standards are not being proposed at this time.

Proposed Redline Changes

B. Applicability.

1. *Wildlife impact review required.* All development subject to this section shall be designed so it does not adversely impact wildlife and wildlife habitats or that such adverse impacts have been avoided or ~~fully mitigated~~ to the maximum extent practicable. The review criteria used to determine if this standard has been met are in [Section 4.14.040](#) D. Proposed developments that will or may have an adverse impact on wildlife and wildlife habitats shall have a wildlife conservation plan. The wildlife conservation plan shall incorporate existing studies previously prepared by the Colorado Department of Natural Resources and Colorado Parks and Wildlife. All development shall consult with Colorado Parks and Wildlife prior to preparing the application's wildlife and conservation plan. This section shall apply to the following:
 - a. All ~~new~~ development applications for sites two acres or larger.
 - b. ~~Reserved.~~ All major subdivision applications for sites two acres or larger.
2. *Development standards required.* ~~Development in the following categories shall comply with Section 4.14.040 C.:~~ All proposed developments and/or subdivisions requiring a land use application or building permit, but not required to submit a wildlife conservation plan, or specifically exempted under Section 4.14.040.B.3., are required to comply with all Development Standards in Section 4.14.040 C. of the Code.
 - a. ~~Single family attached, multifamily, mixed use, or nonresidential developments on a site of less than two acres;~~
 - b. ~~Development plan reviews of buildings or additions having a gross floor area of 10,000 square feet or less; and~~
 - c. ~~All proposed developments not required to submit a wildlife conservation plan.~~
3. *Exemptions.* The following activities are exempt from the requirements of this section:
 - a. Agricultural activities, such as soil preparation, irrigation, planting, harvesting, grazing, and farm ponds;
 - b. Maintenance and repair of existing roads, utilities, and other public facilities within an existing right-of-way or easement;
 - c. Maintenance and repair of flood control structures and activities in response to a bona fide flood emergency; or
 - d. Wildlife habitat enhancement and restoration activities under a wildlife conservation plan approved under this section.

C. Development Standards.

1. *Buffers.* All development and/or subdivisions shall be designed to have a setback of 100 feet or greater from any identified critical wildlife habitat area or migration corridor ~~subject to the approval of Colorado Parks and Wildlife.~~ All developments shall provide visual and audio screening as a mitigation method, if deemed to adversely impact critical wildlife or critical wildlife habitat as deemed necessary by Colorado Parks and Wildlife.

Modify or Add Definitions for Administrative Manual, Boutique Hotel, and Accessory Dwelling Unit

Staff have received questions and concerns from the development community regarding the definitions for Accessory Dwelling Unit, Administrative Manual, Boutique Hotel, Critical Wildlife Habitat, Dwelling Unit, and Kitchen. These inquiries have highlighted areas where the current definitions may be unclear or unintentionally restrictive.

Staff believe the intent of the Code is to support the development of boutique hotels and accessory dwelling units, not to inadvertently prohibit them. To clarify the definition of Accessory Dwelling Unit, staff reviewed relevant building codes and best practices, including guidance from the American Planning Association (APA) and AARP's [Accessory Dwelling Units Model State Act and Local Ordinance](#).

Staff are also in the process of developing an Administrative Manual to serve as a companion document to the Land Use and Development Code. As this manual moves toward formal adoption, it is necessary to include a definition within the Code to establish its role and authority.

During the ReCode development process, staff worked with Clarion & Associates to draft a definition for *Boutique Hotel* based on the unique lot characteristics along Broadway and Grand Avenue—currently the only areas where this use is permitted. Staff understand there is interest in expanding the room limit for boutique hotels and have proposed a modest increase based on feedback received during several Town Council meetings. However, staff also recognize that other communities, such as Buena Vista, do not impose minimum or maximum room requirements and instead regulate hotels through use classifications and review processes. Buena Vista, for example, defines hotels and motels broadly and requires special use review in most mixed-use districts. Staff believe further research and analysis are warranted before making broader changes to definitions for *Boutique Hotel*, *Bed and Breakfast*, and *Hotel/Motel*, but have proposed a limited revision to the room count as an interim step.

Finally, a definition for Critical Wildlife Habitat is necessary to support implementation of Section 4.14.040. While Colorado Parks and Wildlife (CPW) does not provide a formal definition, staff have identified a definition used by the City of Boulder that was originally derived from the Colorado Division of Wildlife. Staff propose incorporating a similar definition to ensure consistent interpretation and application of the wildlife habitat standards. Staff will continue to utilize resources such as the Wildlife Roundtable maps to help identify critical wildlife habitat in and around Eagle ([LINK](#)).

Proposed Redline Changes

Accessory Dwelling Unit. A secondary residential housing unit that is subordinate to a primary residential housing unit on the same lot and includes independent living facilities such as a Kitchen, bathroom, and separate entrance. ~~An individual dwelling unit equipped with a full kitchen that is subordinate to, and contained within or adjacent to, a single family dwelling or duplex.~~

Administrative Manual. A formal document, adopted by Town Council, that includes supporting materials for the Land Use and Development Code (LUDC), including, but not limited to, submittal requirements, policies, and general guidance for staff, applicants, and members of the public.

Boutique hotel (small format). A building or portion thereof, designed or used for temporary or extended stay lodging for transients, other than a dormitory or hostel, that contains no more than 2050 rooms where, for compensation, lodging is offered and provided to members of the general public, and that includes a supervised inside office or lobby. Accessory uses may include a dining room or area, kitchen, and/or shops and services catering to transients.

Critical Wildlife Habitat. Habitat which supports a high degree of biodiversity of wildlife species native to Eagle County. A discrete, identifiable location that supports a significant concentration of one or more native wildlife species during vulnerable life-history stages. Provides physical and biological habitat features which are vital to the maintenance, successful recovery or reintroduction of one or more wildlife species native to Eagle County.

Dwelling unit. A single residential housing unit building or part of a building with one kitchen providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation as defined by the Town's adopted building code, ~~for not more~~

~~than one family or household. Dwelling units include mobile homes, but shall not include hotels, motels, clubs, boarding houses or dormitories, rooming houses, or any institutions, such as an asylum, hospital, jail or group home. For the purposes of this definition, a kitchen is defined as having either a 240v outlet or a gas line for a cooking appliance within 20 feet of a sink.~~

Kitchen. The facilities and equipment, or rough-in facilities, used in the preparation and serving of food as defined by the Town's adopted building code.

Discussion and Changes from the Planning & Zoning Commission Public Hearing on October 21, 2025:

Generally, the Planning Commission was supportive of the changes proposed by staff at the Public Hearing on October 21st. However, the following proposed amendments have been removed from tonight's ordinance to allow for further discussion as described below.

1. Height Limit Exceptions:

The Commissioners' concerns about adding elevator bulkheads and stair access to the existing height limits exceptions table included concerns about visibility from the street, suggestions for setbacks, concerns about stacking of elements, and concerns about using a percentage instead of a fixed height. To clarify, while the Commission provided direction to table the change to the height limit exception to a later date, they did not have any issues with changing the numbering for the table, so this change appears twice in this memo.

Height Limit Exceptions Discussion Highlights:

- **Concern about visibility from the street:** Commissioners worried that allowing these structures without additional setbacks could make buildings appear taller and disrupt the streetscape, especially along Broadway.
- **Suggestion for setbacks:** Several members proposed requiring these rooftop elements to be set back further from the street-facing façade, beyond the existing 3rd and 4th story step-back requirements.
- **Stacking concerns:** There was debate about whether multiple elements (e.g., a mechanical unit on top of an elevator shaft) could be stacked and still qualify for the 30% height exception. Consensus leaned toward not allowing stacking to exceed the 30% limit.
- **Percentage vs. fixed height:** Some felt that a fixed height (e.g., 12 feet) might be clearer than a percentage, since 30% varies depending on the zone district's base height.
- **Consensus:** The Commission agreed to pull this item from the resolution for further analysis and refinement. They suggested staff return with clearer language on:
 - Required setbacks for street-facing rooftop elements.
 - Possibly reducing the height exception from 30% to 25%.
 - Clarifying screening and stacking limitations.

Proposed Changes Pulled from PZ Resolution:

Height Limit Exceptions for elevator bulkheads and internal stair access (Table 4.02-2)

The Land Use Development Code (LUDC) outlines specific building elements that may exceed the maximum height limit. While several structural components are addressed, necessary access to rooftop projections—such as mechanical, electrical, and plumbing equipment—was inadvertently omitted during the original drafting. To address this oversight, a formal Code Interpretation was issued under Section 4.17.120.B of the LUDC ([LINK](#)).

Staff now propose to incorporate that interpretation directly into the Code to ensure clarity and consistency regarding allowable height limit exceptions. This amendment will eliminate ambiguity for applicants and reviewers and ensure that essential rooftop access is clearly permitted under the Code.

Additionally, staff have identified a naming conflict with the current table associated with this provision. To maintain consistency within Chapter 4, the table will be renumbered accordingly, resolving duplication and improving ease of reference.

Proposed Redline Changes

Table 4.02-23 Height Limit Exceptions	
Projection	Height Increase, max (% or feet)
Chimneys, stacks, vents, and flues	30% over zone district max height
Antennas and towers (except as provided in Section 4.09.110, Wireless Communication Facilities)	30'
Emergency sirens and similar devices	Any distance
Mechanical, electrical, and plumbing equipment; solar panels; air conditioner, and evaporative coolers, and structural elements required for rooftop access, such as elevator bulkheads and/or interior access stairs.	30% over zone district max height
Parapet walls, safety railings, and screening walls	4'
Architectural features such as unoccupied belfries, flagpoles, spires, silos, domes, and windmills	30% over zone district max height

2. Chapter 4.05 –Exempt Public/Civic Institutional Uses from Residential Density Limits in CGE and CI

The Planning Commission also directed staff to pull an amendment that would have exempted public and civic uses from the residential density restrictions in the Commercial General East (CGE) and Commercial Interchange (CI) Zone Districts.

Feedback Highlights:

- **Concern About Fairness & Equity:**
 - Multiple commissioners expressed discomfort with giving government entities special treatment.
 - They felt that all employers in the county are struggling with housing, and exempting only public entities could create an unfair advantage.
- **Desire for a Level Playing Field:**
 - Commissioners questioned why only certain uses would be exempted.
 - Some suggested that if exemptions are allowed, they should be more broadly applied or better justified.
- **Lack of Clear Council Direction:**
 - Staff clarified that Council had not directed this change but had asked staff to explore the idea.
 - Commissioners agreed that without a clear mandate, the proposal should be revisited with more analysis and public input.
- **Middle Ground Suggestions:**
 - A few members suggested exploring a partial exemption or alternative mechanisms to support housing for public service entities without fully waiving density standards.
- **Consensus to Pull the Item:**
 - The Commission voted to pull the modification from the resolution for further discussion.
 - They requested staff provide a summary of their concerns to Town Council for consideration.

Proposed Changes Pulled from PZ Resolution:

Chapter 4.05 –Exempt Public/Civic Institutional Uses from Residential Density Limits in CGE and CI

During the adoption of residential density standards in certain zone districts, Town Council expressed a clear interest in exempting public, civic, and institutional uses from those limits within the Commercial General East (CGE) and Commercial Interstate (CI) districts. In response to that direction, staff have prepared redline amendments to the Lot and Dimensional Standards tables for both CGE and CI to reflect this exemption.

Proposed Redline Changes

Table 4.05-4: CGE Lot and Dimensional Standards					
Lot Standards			Building Standards		
Lot Area, total		100,000 sf	D	Height (max)	35 ft [1]
Public Street Frontage (min)		50 lin. ft.	Parking Standards		
Lot Coverage (max)		80%	Required parking		Section 4.12
Building Placement					
Setbacks			Design Standards		
A	Front (min)	15 ft	Site layout		Section 4.10
B ₁	Street Side (min)	10 ft	Mixed-use structures		Section 4.10
B ₂ /C	Rear or Interior Side (min)		Residential structures		Section 4.10
Adjacent to:	Parking lot	0 ft			
	Com or Ind district	12.5 ft			
	Mixed-use district	25 ft			
	Residential district	75 ft			
Live Stream Setback					
No disturbance area		75 ft			
Residential Density [1] [2]					
Mixed Use/Commercial		1.21 units per 1,000sf			
Industrial		0.468 units per 1,000sf			

Table 4.05-4: CGE Lot and Dimensional Standards

Hotel/Lodging	5.4 units per 50 hotel/lodging rooms
Public, Civic, and Institutional Uses	1.21 units per 1,000sf
Open Space and Recreation	1.21 units per 1,000sf
Table Notes: [1] Fractions shall be rounded to the nearest whole number based on the sum of dwelling units. [2] Uses within the Public, Civic, Institutional, Educational, and Healthcare Use Category (see Use Table 4.09-1: Primary Use Table) are exempt from residential density limitations in the CGE and CI Zone Districts.	

Table 4.05-6: CI Lot and Dimensional Standards

Lot Standards			Building Standards	
Lot Area, total	—		B ₂ D	Height (max) 35 ft [1]
Public Street Frontage (min)	25 lin. ft.		Building Footprint (max)	25,000 sf
Lot Coverage (max)	80%		Parking Standards	
Building Placement			Parking location	Max. 30% front [1], remainder side or rear yard
Setbacks			Required parking	Chapter 4.12
A B ₁ B ₂ /C Adjacent to:	Front (min)	25 ft	Design Standards	
	Street Side (min)	15 ft	Site layout	Chapter 4.10
	Rear (min) or Interior Side		Mixed-use structures	Chapter 4.10
	Parking lot	0 ft	Residential structures	Chapter 4.10
	Com/Ind district	12.5 ft		
	Mixed-use district	25 ft		

Table 4.05-6: CI Lot and Dimensional Standards

	Residential district	50 ft	
Live Stream Setback			
No disturbance area		75 ft	
Residential Density [2] [3]			
Mixed Use/Commercial		1.21 units per 1,000sf	
Industrial		0.468 units per 1,000sf	
Hotel/Lodging		5.4 units per 50 rooms	
Public, Civic, and Institutional Uses		1.21 units per 1,000sf	
Open Space and Recreation		1.21 units per 1,000sf	
Table Notes: [1] Measured between the front building line and the public right-of-way across the entire front side of the lot. [2] Fractions shall be rounded to the nearest whole number based on the sum of dwelling units. [3] Uses within the Public, Civic, Institutional, Educational, and Healthcare Use Category (see Use Table 4.09-1: Primary Use Table) are exempt from residential density limitations in the CGE and CI Zone Districts.			

PUBLIC COMMENT/OUTREACH

As noted in the Planning Commission packet, one (1) letter of public comment has been received. The letter is attached below for Council's review.

BUDGET / STAFF IMPACT:

Staff anticipate minimal budget impact. Any associated costs will primarily be legal expenses related to drafting code language.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

This effort supports the Strategic Plan's primary objective to 'Improve Community Responsive Services.'

RECOMMENDED ACTION OR PROPOSED MOTIONS:

I move to approve Ordinance 17, Series 2025, An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Chapters 1, 2, 3, 8, 9, 10, 14, and 20 of Title 4 of the Eagle Municipal Code Related to Development Standards and Processes.

ATTACHMENTS

- Ordinance 17, Series 2025
- PZ Resolution 10, Series 2025 ([LINK](#))
- PZ Minutes ([LINK](#))
- Public Comment

From: Rick Beveridge
To: Jessica Lake
Cc: Peyton Heltzman; Kyle Brotherton; Sydney Dynek; Scott Turnipseed; Larry Pardee
Subject: Response to Potential Land Use Code Revisions
Date: Tuesday, October 7, 2025 4:16:41 PM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
Rick Beveridge recommendations for ReCode Changes 5-1-25 Final 747.pdf

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Hi Jessica, Thanks again for your prompt response and for the helpful information.

As was stated during the adoption of ReCode in October 2023 (paraphrasing): “ReCode isn’t perfect, but it’s better than the 1976 code, and it allows for future updates and changes.” I’ve said this before, but I’ll reiterate that I’m pleased to see the minimum lot size for a single-family home being lowered to match the standard Old Town lot size of 25’ x 125’ (3,125 sq ft). That’s a positive and much-needed change.

That said, I’d like to address an ongoing issue regarding the interpretation of **density in the OTR zone**, specifically the use of the **4–16 dwelling units per acre (du/ac)** calculation. This dual standard creates confusion—not just for property owners, but seemingly for staff as well.

Recommendation: Simplify Density Standards

To avoid this ambiguity, I strongly recommend simplifying the standard. For example, I own two platted Town of Eagle lots (platted in 1905), which together equal 6,250 sq ft. Under ReCode’s intent, I should have the **use by right** to build a **triplex** on that land—**without** a second density calculation.

Let’s remove the 4–16 du/ac formula and use a straightforward square footage approach:

- **3,125 sq ft** → single-family home
 - **3,500+ sq ft** → duplex
 - **6,250+ sq ft** → triplex
- Of course, this assumes that all other development standards—parking, lot coverage, setbacks, etc.—are met.

In my experience, **parking** is often the limiting factor in what can actually be built. I’m not sure if Town Council or Staff fully appreciate the downstream implications: for example, if I build a **duplex**, I’m allowed to add an **ADU** to *each* unit. That’s effectively **four units**, just with a different legal structure. Similarly, building a **single-family home with an ADU** on a 3,125 sq ft lot is functionally equivalent to a **duplex**, though it can’t be sold separately. These nuances matter and should be part of the density conversation.

Comment on "Cottage Court" Concept

I also wanted to share feedback on a topic I saw recently on the Active Land Use file page—**Cottage Court**.

I think this is a very **innovative** and exciting concept. However, the legal structure currently proposed (townhome plat or condo plat) is not a good fit. In my opinion, it doesn’t align with the realities of landowner incentives or financial feasibility and complicates buyer financing.

Alternative Ownership Model

I’ve proposed an alternative model that I believe better serves both the **landowner** and the **prospective homeowner**:

- The **landowner retains ownership of the land**.
- Individual **homes are sold separately**.
- The homeowner **leases the land** from the landowner for a monthly fee over an agreed-upon term.
- The homes don’t have to be tiny homes, but I anticipate they will be smaller in scale to provide more opportunities.

This model is already in use—and has proven successful—just down the road in **Silt** at the [River Run Community](#)

Thank you in advance for your time and consideration. I am also including my recommended recode changes that I submitted in May, and am Copying Mayor Turnipseed and Town Manager Larry Pardee on this correspondence.

Rick Beveridge
1511 Polar Star Drive
Eagle CO 81631
970-390-7594 cell
rick@bevrealstate.com

From: Jessica Lake <jessica.lake@townofeagle.org>
Sent: Monday, October 6, 2025 3:35 PM
To: Rick Beveridge <rick@bevrealstate.com>
Subject: RE: Information request please

Hi Rick,

I’m still working on my staff memo for this, but the changes in this round of Code Amendments are all small, targeted adjustments that we don’t believe necessitate a work session with P&Z or Town Council.

A few examples of proposed changes are:

Table 4.02-1

Table 4.02-1 Permitted Setback Encroachments		
Projection	Front or Street Side Setback (max, feet)	Internal or Rear Setback (max, feet)
Building Element		
Approved accessibility ramps	Any distance	Any distance
Bay windows	4	4
Belt courses, sills, lintels, pilasters, pediments	1	1
Breezeways, unenclosed	Not permitted	Not permitted
Corner detail, Broadway District only	Per 4.04.060	Not permitted
Chimneys not greater than 6 ft. in width	2	2
Eaves, roof overhangs, cornices, gutters, and downspouts	2	2
Porches, stoops, decks, terraces, balconies, and associated stairs (uncovered and no more than 30" above	8	5

natural finished grade)

- Natural grade is not a defined term in the LUDC, but finished grade is defined.

We had the same question in the measurement for Lot coverage:

Lot coverage. Lot coverage is measured as the percentage of the gross lot area covered by buildings and impervious surface. It is calculated by dividing the gross area of building footprints, measured to the furthest exterior face of the structure including above-grade enclosed projections, by the area of the lot. The following shall be counted as covered areas for purposes of determining building coverage:

1. Areas covered by swimming pools and hot tubs;
2. Decks, stoops, patios, porches, and their associated stairs that are 30 inches or more above finished grade;

Table 4.02-2 Height Limit Exceptions was missing a provision for rooftop access:

Table 4.02-2 Height Limit Exceptions	
Projection	Height Increase, max (% or feet)
Chimneys, stacks, vents, and flues	30% over zone district max height
Antennas and towers (except as provided in Section 4.09.110, Wireless Communication Facilities)	30'
Emergency sirens and similar devices	Any distance
Mechanical, electrical, and plumbing equipment; solar panels; air conditioner, and evaporative coolers, and structural elements required for rooftop access, such as elevator bulkheads and/or interior access stairs.	30% over zone district max height

Table 4.03-10: OTR Lot and Dimensional Standards had a mistake and some missing information:

Table 4.03-10: OTR Lot and Dimensional Standards			
Lot Standards		Building Placement/Setbacks	
Density (min/max)	4-16 du/ac	A	Front 10 ft [1]
Lot Area, total (min)		B ₁	Street-Adjacent Side 10 ft
Single-family	3,500 125 sf	B ₂	Interior Side 5 ft
Duplex (per unit)	1,750 sf		Interior Side, Accessory Bldg. 2.5 ft
Attached Dwellings, (per structure, max. 3 units)	6,250 sf	C	Rear, Principal Bldg. 10 ft
Multiunit Bldg. (per structure, max 3 units)	6,250 sf		Rear, Accessory Bldg. 2 ft [2]
		Building Standards	
Lot Coverage (max)	70%		Height, (ft, max)
Live Stream Setback		D	Principal Building 35 ft
No disturbance area	75 ft		Accessory Building 35 ft
Table Notes:			
[1] May match block face average where applicable. See Chapter 4.20.			
[2] Turn radius standards apply to all alleys; which may require an accessory building be setback on the property further than the minimum requirements.			

Once I have my memo completed, I will post it to the Active Land Use page, and all the packet material will be available on the Agendas, Minutes and Packets page by end of day October 17th at the latest. I am out of the office next week, so I'm hoping to have the packet materials ready and published early if possible.

Best,

Jessica Lake

Senior Planner

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-9627, Fax: 970-328-9656

TYPICAL HOURS: Monday – Friday, 8:00am – 2:30pm

UPCOMING DAYS OFF: Oct. 13-17

UPCOMING TOWN HOLIDAYS: Oct. 13 / Nov. 11 / Nov. 27-28

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[Book time to meet with me](#)

From: Rick Beveridge <rick@bevrealstate.com>

Sent: Monday, October 6, 2025 5:31 AM

To: Jessica Lake <jessica.lake@townofeagle.org>

Subject: Information request please

CAUTION: This email is from an external source. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Jessica,

Can you please send me additional information on the following, that I read on the active land use applications?

Amendment to the Land Use and Development Code - Miscellaneous Updates

File Number: LUDC25-05

Location: Town of Eagle

Staff Contact: [Jessica Lake](#)

Description/Request: Land Use and Development Code (LUDC) text amendment to resolve inconsistencies, provide clarity and correct omissions to multiple Sections within Title 4 of the Eagle Municipal Code

Example of Proposed Amendments (not inclusive):

- Table 4.02-1 Permitted Setback Encroachments - clarification
- Table 4.02-2 Height Limit Exceptions - clarification
- Table 4.03 OTR Lot and Dimensional Standards - correction
- Chapter 4.08 PUD - clarify terminology
- Chapter 4.09 Uses - exempt Public and Civic uses from certain residential limits in CGE and CI zone districts
- Modify/Clarify Use Standards for Cottage Courts and Accessory Dwelling Units
- Chapter 4.10 Broadway District - clarify building art approvals
- Chapter 4.10 add map outlining area of relevance for Broadway and Grand Avenue
- Modify or Add Definitions, add Administrative Manual and modify Boutique Hotel and Accessory Dwelling Unit

I didn't notice any links. I'm curious to see what is proposed. Thanks in advance.

Rick Beveridge
Owner / Broker
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P.O. Drawer 4959
Eagle, CO 81631
970-390-7594 cell
rick@bevrealstate.com
bevrealstate.com

Residential, Commercial, Ranch and Land Specialist
Over 35 years Experience in The Vail / Eagle River Valley

Introduction

My name is Rick Beveridge. I've been a resident of the Eagle area since 1988, and I'm both a local Realtor and a commercial and residential property owner within the Town of Eagle. I had the privilege of joining the ReCode Committee mid-process, filling a recently vacated position, and was eager to contribute to this important effort.

What initially compelled me to get involved was hearing the consultant acknowledge that, like many communities, Eagle is not immune to housing challenges. They emphasized that enabling affordable housing requires rethinking zoning practices and streamlining the approval process—specifically, by allowing more administrative-level approvals.

Over the years, I've accumulated valuable, hands-on experience through real estate sales, development of small properties, and guiding clients through a variety of local zoning processes. Drawing on that practical knowledge, I'm submitting several recommendations for your consideration. These are aimed not only at improving our development framework but also at reducing the administrative burden on staff, especially for smaller infill projects that don't warrant legal review or excessive complexity.

I want to commend Town Staff and the Town Council for thoughtfully reviewing public and staff input and for making commonsense revisions to the Land Use Code. I strongly encourage this review process to continue—ideally on a quarterly or biannual basis. The adoption of ReCode was always intended to be a foundational step in modernizing the outdated 1976 Land Use Code. As Mayor Turnipseed rightly noted, this document should be flexible and evolve over time.

Residential Infill – Density and Allowed Uses: Simplify and Streamline

To truly support infill development and make the process more predictable and accessible, I recommend removing complex density formulas. These often confuse property owners and place an unnecessary burden on staff. I've included an example of an email-generated formula provided by Staff that contradicts ReCode's original intent.

I encourage you to stick with the Dimensional standards that were incorporated in ReCode.

Simply put, If you have a lot that is 6250 sq ft (and meet criteria) you can build a triplex.

If you have a lot of 3500 sq ft. you can build a duplex. Please see my specific recommendations in the attached OTR Zoning Notes.

4.03.070 OLD TOWN RESIDENTIAL (OTR)

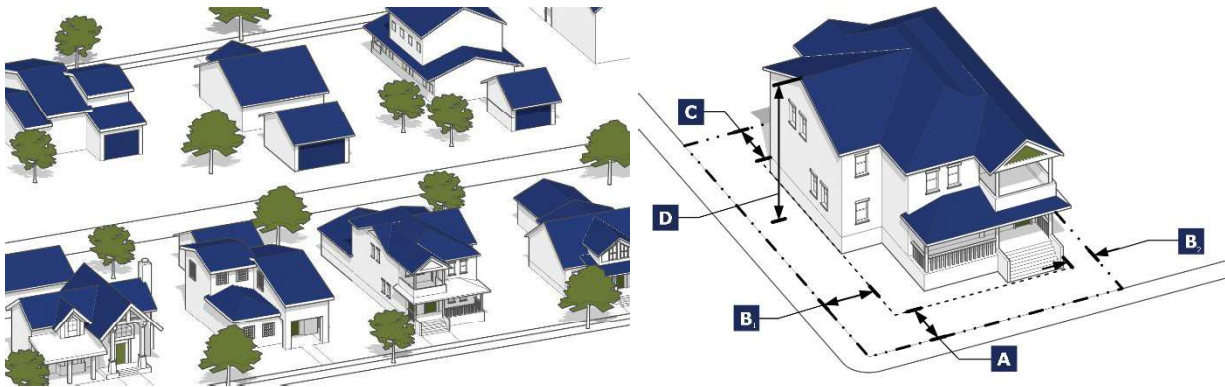
A. Intent

The Old Town Residential (OTR) district promotes traditional small lot residential in a highly walkable neighborhood setting adjacent to and around Downtown Eagle, with infill and residential redevelopment at the current neighborhood building scale and street layout.

B. Uses

Allowed uses are identified in: Table 4.09-1: Primary Use Table, and Table 4.09-2: Accessory Use Table.

C. Lot and Building Standards



1. New Development and Redevelopment

New development and redevelopment shall comply with the following dimensional standards:

Table 4.03-10: OTR Lot and Dimensional Standards

Lot Standards		Building Placement/Setbacks		
Density (min/max)	4-16 du/ac	A	Front	10
Lot Area, total (min)		B ₁	Street-Adjacent Side	10
Single-family	3,500 sf	B ₂	Interior Side	5
Duplex (per unit)	1,750		Interior Side, Accessory Bldg.	2.5
Attached Dwellings, (per structure, max. 3 units))	6,250	C	Rear, Principal Bldg.	10
Multiunit Bldg, (per structure, max 3 units)	6,250		Rear, Accessory Bldg.	2 [2]
Lot Coverage (max)	70%	Building Standards		
Live Stream Setback		Height, (ft, max)		
No disturbance area	75 ft	D	Principal Building	35 ft
			Accessory Building	35 ft

Table Notes:

[1] May match block face average where applicable. See Chapter 4.20.

[2] Turn radius standards apply to all alleys; which may require an accessory building be setback on the property further than the minimum requirements.

1. Density - 1 acre should equal up to 16 units, 1/2 acre should = up to 8 unit etc.

2. If an infill lot is 6250 ft a triplex should be allowed. If it meets building guidelines -setbacks, lot coverage. parking it should be a use by right.... or the use for that size of lot shall should be deleted. If a duplex is allowed on a 3500 ft lot it shouldnt have any other measurement calculation.

Town of Eagle Planning Staff Density Calculation Formula

This is a partial response from Staff to my question about a lot sizes for a potential development: *(please note this was cut out from an email response – and is only a partial portion of the response)* I am including it to show how difficult it is for Staff and the Landowner / developer to understand.

“You were also correct in your reading of the standards for the OTR District and their minimums; however, the minimum lot sizes/lot areas don’t always equate to the permitted uses and the allowed density. Section 4.02.040 B states that the maximum density shown in a zoning district does not guarantee that it will be able to be obtained. This is due to density calculations plus parking, setbacks, landscaping, etc.

For the current property that is 6,250 sf in size, the following would be true for potential development:

6,250 sf divided by 43,560 sf/acre = .143± acres

Without subdividing the property, the maximum number of units that could be permitted would be two units. 2 units divided by .143 acres equals 13.98 units/acre. For comparison, three units on .143 acres is equal to 21 units per acre, which exceeds the maximum of 16 units per acre in the OTR District.

If you were to subdivide into two equally sized properties of 3,125 sf in size, each would only be able to afford one dwelling unit: 1 unit divided by .072 acres = 13.9 units/acre.

The same would be true for the property that is 9,375 sf in size. This is equal to .215± acres. In this scenario, the entire property could support up to three units [3 units divided by .215 acres = 13.9 units/acre]. If you were to subdivide into two equally sized properties of 4,687.5 sf in size, that maximum number of units per each property would be one [1 unit / .108 acres = 9.3 units/acre]. If you were to keep the three lots at 3,125 sf in size, only one unit per each lot could be afforded.”

CMU1

Implement residential standards for those lots in existing residential neighborhoods -that were lumped into Commercial Mixed Use Zoning. Currently for West Eagle – the Staff is forced to rely on the outdated West Eagle Sub Area Plan and is challenged with interpreting those guidelines for density and dimensional standards. I would also recommend that for Residential type properties that wish to continue that use, be able to have the option of converting the property back to residential at an administrative level. Appropriate zoning density would be OTR or R3. Again keep it simple if 3500 sq ft is approved for a duplex- so be it.

Please see my recommendations on the following page -CMU 1 Zoning Notes

4.04.040 COMMERCIAL MIXED-USE (CMU1)

A. Intent

The Commercial Mixed-Use (CMU1) district is intended to accommodate residential uses with limited low-impact commercial uses located along walkable neighborhood corridors where shops and services are accessible to pedestrians. CMU1 nonresidential development includes limited commercial uses focused on daily needs primarily for adjacent neighborhood residents, such as corner stores, personal services, and small restaurants.

B. Uses

Allowed uses are identified in Table 4.09-1: Primary Use Table, and Table 4.09-2: Accessory Use Table.

C. Lot and Dimensional Standards

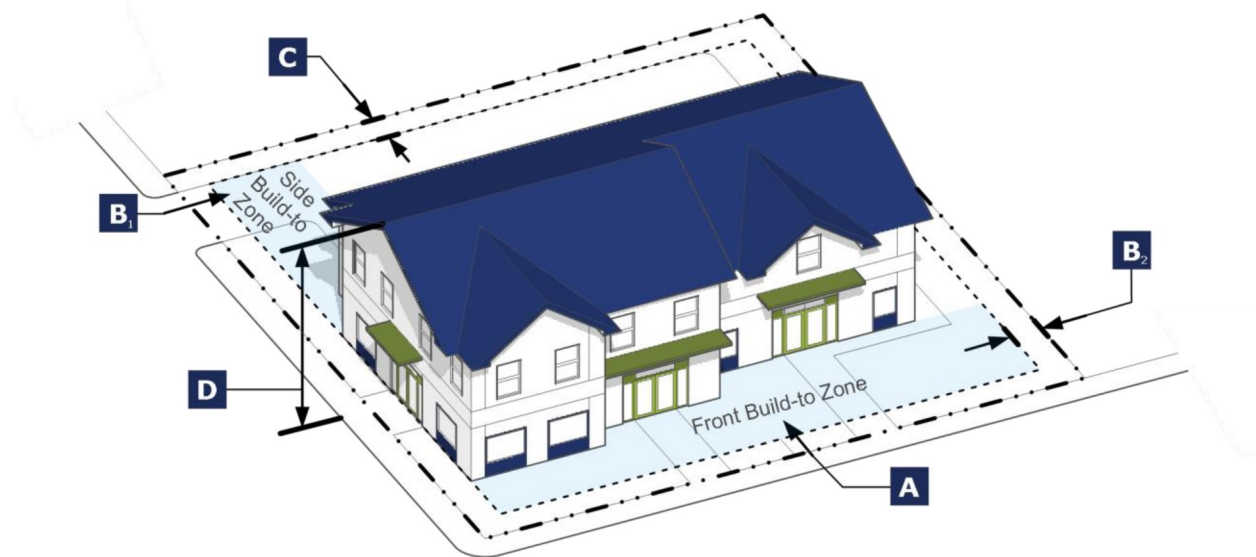


Table 4.04-2: CMU1 Lot and Dimensional Standards

Mixed-Use Lot Standards			Live Stream Setback	
Lot Area, total (min)	6,250 sf		No disturbance area	75 ft
Lot coverage (max)	70%		Building Standards	
Building Placement			D	Height (max)
Build-to/Setbacks				35 ft [2]
A	Front Build-to Zone	5-20 feet	Parking Standards	
Front Build-to Line Coverage			Location	Sec. 4.04.040D
B1	Street Side Build-to Zone	5-20 feet	Required parking	Sec. 4.12
B2	Interior Side Setback (min)	5 ft [2]	Accessory Structure Setbacks	
C	Rear Setback (min)	5 ft [2]	Side, Interior	2.5 ft
			Rear	2 ft
Table Notes:				
[1] Percentage of the front building line that must be located within the build-to zone.				
[2] Abutting R1 or N2, see Sec.4.04.030A.				

Implement residential standards for those lots in existing residential neighborhoods - for West Eagle - Do not rely on old West Eagle Sub Area Plan etc. Another option would be to convert the property administratively to Residential OTR / or R 3.

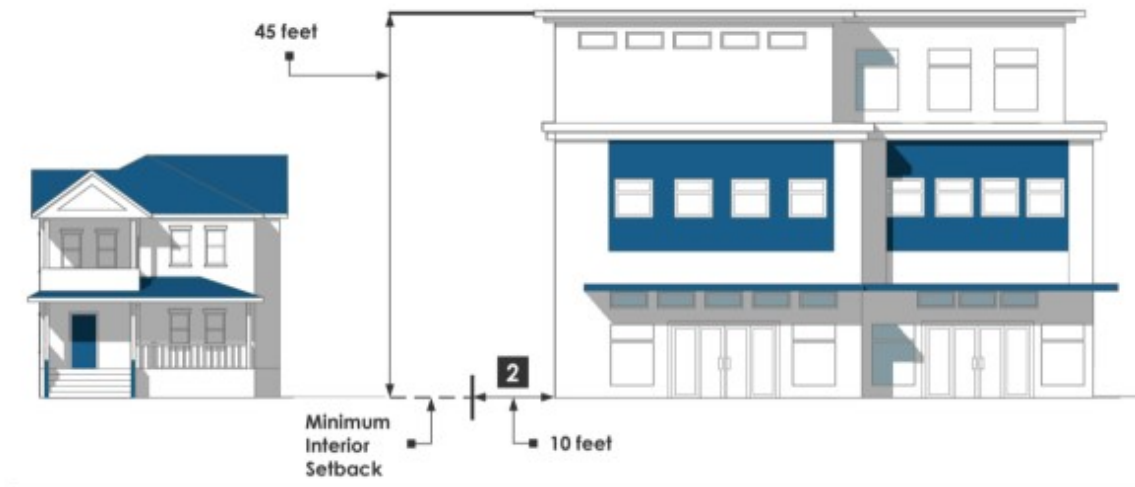
D. Parking Location

1. Alley access to parking is required for lots where an alley exists. **# 1 & #2 Delete -case by case-Admin Dec.**
2. Lots without an alley are permitted to access rear or side parking from a local or arterial street.
3. Up to 30 percent of parking may be located between the front lot line and the front of the primary structure.

E. Neighborhood Protection

1. All property zoned CMU1 located within 50 feet of any R1 or OTR zone district, including a planned development that allows single unit residential use, shall comply with these site development standards:
2. New primary buildings with a height greater than 35 feet shall reduce the perceived height of the building when viewed from the adjacent R1 lots by using at least one of the following techniques:
 - a. "Stepping down" building height of any portion of the building within 20 feet of the side and rear lot lines abutting a lot zoned in any R1 district to a maximum of 35 feet; or
 - b. Increasing the side yard and rear yard setbacks abutting R1-zoned lots by at least 10 feet beyond that otherwise required.



**F. Merchandise Display**

Bufferyards and required landscaping areas shall not be used for the displaying of merchandise.

G. Other Applicable Provisions

All development shall comply with all applicable provisions of this LUDC. Cross-references to some of the key provisions are provided below.

Table 4.04-3: Cross-References

LUDC Category	Reference
Dimensional Standards Applicable to all Zone Districts	Section 4.02.040
Use-Specific Standards	Chapter 4.09
Site Layout and Structure Design Standards	Chapter 4.10
Inclusionary Residential Requirements for Local Employee Residency	Section 4.02.050
Landscaping and Buffering Standards	Chapter 4.11
Parking and Loading	Chapter 4.12
Outdoor Lighting	Chapter 4.13
Sustainability, Resilience, and Hazards	Chapter 4.14
Subdivision Design and Improvement Standards	Chapter 4.15
Signs	Chapter 4.16
Administration and Procedures	Chapter 4.17

Commercial Lot Standards – Eliminate Minimum Public Road Frontage Requirement

I see no compelling reason to maintain a minimum public road frontage requirement in commercial zoning standards. I recommend this provision be removed altogether or, at a minimum, allow staff the authority to waive it.

As an example, I own the vacant parcel at 894 Chambers—across from the Justice Center. It has approximately 430 feet of frontage and is over 600 feet deep. We are proposing to subdivide it into four lots. Two lots will exceed the current 25' frontage requirement, while the other two, located in the rear, would be accessed via a private drive that meets both Fire and Public Works standards. These rear lots would still be viable for commercial use such as contractor yards or outdoor storage.

If access can be provided via a legal driveway with Public Works and Fire Department approval, there's no reason this should hinder land subdivision or development. The current requirement can force unnecessary condominium-style development where individual land ownership would be more appropriate.

Minimum Lot Size in CG & IND Zones – Encourage Smaller Parcels

I'm not sure if these items have been addressed so I am including my correspondence for your consideration:

I urge consideration of reducing the minimum lot size in Commercial General (CG) and Industrial (IND) zones to as low as 10,000–12,000 square feet. Smaller parcels can accommodate a broader range of businesses and create more opportunities for entrepreneurs, generating greater tax revenue and economic activity.

This could also help retain businesses in Eagle that might otherwise relocate to Gypsum due to limited available inventory.

Please refer to the attached CG Zoning Recommendations for further detail.

4.05.030 COMMERCIAL GENERAL (CG)

A. Intent

The Commercial General (CG) district is intended primarily for automobile-oriented commercial uses, including heavy commercial, wholesale, warehouse-distribution/flex space facilities, research facilities, artisan and light manufacturing, and contractor commercial uses, which may include outdoor storage. CG districts may be located adjacent to other commercial, mixed-use, and high-density neighborhood districts.

B. Permitted Uses

Allowed uses are identified in Table 4.09-1: Primary Use Table, and Table 4.09-2: Accessory Use Table.

C. Lot and Building Standards

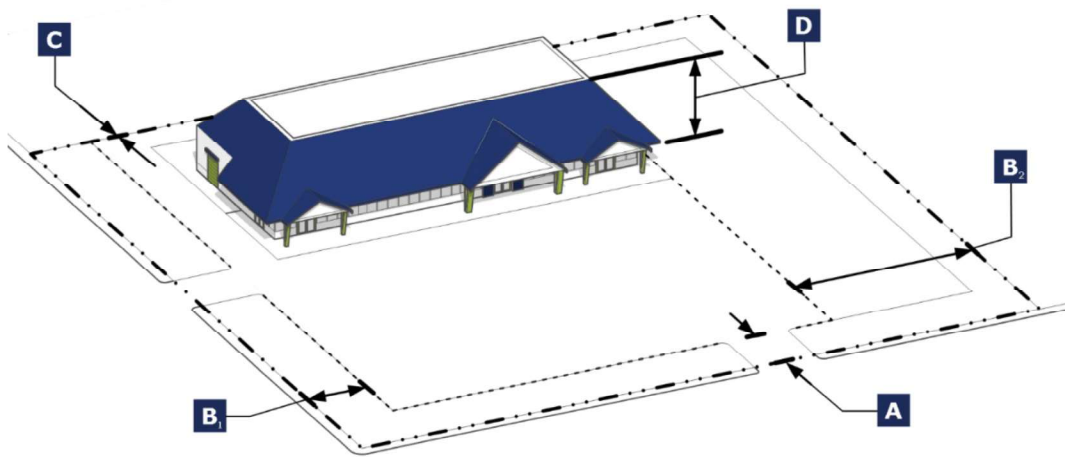


Table 4.05-2: CG Lot and Dimensional Standards

Lot Standards		Building Standards	
Lot Area, total	--	D Height (max)	35 ft [1]
*Public Street Frontage (min)	25 lin. ft.	Building Footprint (max)	25,000 sf
Lot Coverage (max)	80%	Parking Standards	
Building Placement		Required parking	Sec. 4.12
Setbacks		Design Standards	
A	Front (min)	Site layout	Sec. 4.10
B ₁	Street Side (min)	Mixed-use structures	Sec. 4.10
B ₂ /C	Rear (min) or Interior Side	Residential structures	Sec. 4.10
	Parking lot adjacent		
	Com/Ind district adjacent		
	Mixed-use district adjacent		
Live Stream Setback			
	No disturbance area		

Delete Public Street Frontage and change to Provide adequate access with review from Public Works and Fire Marshall and Admin- 894 Chambers as an example- odd shaped lot that is better suited to smaller parcels to retain business in Eagle - this Public Street frontage requirement can be better addressed by a private access at less expense to the town and wont prohibit the minor subdivision. Without subdividing the property can contain condominimized units that can be sold off without the land.

Employee Housing in CG / IND

These items were brought up around October 8, 2024 and If they haven't already been addressed, I would like to have you review my comments.

L. Employee Dwelling Units

1. A maximum of one employee dwelling unit shall be permitted per lot. – **I disagree with this limit, this should not be a one size fits all scenario, you may be dealing with a ¼ acre lot or a 2.6 acre lot....employers are having a difficult time hiring and retaining employees- lets do this on a case-by-case basis.....maybe there is an alternative housing option that meets the business owners objectives and meets the Town's safety concerns?**

2. Employee dwelling units shall be located on the same lot as the nonresidential use to which the employee housing is offered and shall not be subdivided. **I generally agree, however in the instance a business owner owns more than one lot, it could make very good sense to separate the business use from the housing.....especially when you consider the safety of the residents, again this could be on a case by case basis especially for infill projects since there currently isn't many options for vacant commercial / industrial land parcels.**

3. Employee dwelling units shall have separate exterior access. **Agreed**

4. Employee dwelling units shall provide a minimum of one dedicated off-street parking space, located in immediate proximity to the separate exterior access. **Can you add, or shall be deemed to be an adequate and safe access point- an example might be a fenced in walk way or corridor.**

5. A deed restriction, in a form approved by the Town, shall be required for each employee dwelling unit restricting occupancy to full-time employees of the nonresidential use on

the lot to which it is located- **Absolutely NOT- too many restrictions on business owners today as it is.....If the business owner doesn't have employees or if they want to rent it to assist with the mortgage.....that should be allowed.**

Cottage Court Development – Innovative Housing that has merit

Though untested in Colorado, the Cottage Court concept holds significant promise as an attainable housing solution. In this model, the land may be retained by the property owner / association, while the homes (built to Town standards) are sold individually—similar to a high-quality version tiny home community, like the one in Silt. This is not a mobile home park; rather, it is a thoughtful and modern approach to infill housing.

Please see the attached Cottage Court Recommendations for more information.

xiii. Reclamation and Restoration

4.09.050 STANDARDS FOR RESIDENTIAL USES

A. Duplexes

1. The units shall be contiguous, but may be offset along the common wall, so long as the resulting structure appears to be a single building.
2. Duplex dwellings and the surrounding property may be:
 - a. Held in single ownership;
 - b. Subdivided so that each unit and corresponding portions of the surrounding property can be separately owned (two ½ duplex lots), or
 - c. Subdivided such that each unit can be separately owned with the surrounding property held in common ownership (a 3 lot arrangement).

B. Cottage Court Developments - Great concept-

1. Maximum project size is two acres.
2. The maximum density is 16,000 square feet of gross floor area in cottage units per acre of project site area.
3. A shared private common space containing at least 10 percent of the project area shall be provided. Allow Admin leeway
4. Individual cottage lots or portions of the project may not be subdivided for sale.
5. Zone district lot and setback requirements shall apply to the project site as a whole, but not to individual cottage unit sites.
6. Each project site shall maintain a vegetated buffer along each side and rear lot line, and no portion of any primary or accessory structure may be located in that buffer area.
7. The applicant shall submit a Minor Development Plan identifying individual cottage unit development sites, streets, parking areas, storm drainage facilities, common areas and facilities, and any other features required to be identified by this LUDC.

Great concept! doesnt exist in Colorado-

Property owner should be allowed to retain land and sell the residential structure and lease the land back to the residence owner - similar to Silt Tiny Homes or like a mobile home park - but on a permanent foundation.

A great affordable home OWNERSHIP option

Delete requirement to condominize the lots - causes issues with financing

Straw Poll Process – Early Feedback from Council

I support the introduction of a "straw poll" format during pre-application meetings. This would allow applicants to present a development concept briefly (15–30 minutes) before Council, receiving informal input via a show of hands. This feedback loop could save applicants significant time and expense in early-stage planning for creative housing solutions.

**TOWN OF EAGLE, COLORADO
ORDINANCE NO. 17
(Series of 2025)**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
AMENDING CHAPTERS 1, 2, 3, 8, 9, 10, 14, AND 20 OF TITLE 4 OF THE EAGLE
MUNICIPAL CODE RELATED TO DEVELOPMENT STANDARDS AND PROCESSES**

WHEREAS, pursuant to C.R.S. § 31-15-103, municipalities shall have power to make and publish ordinances which are necessary and proper to provide for the safety, to preserve the health, promote the prosperity, and improve the morals, order, comfort, and convenience of such municipality and the inhabitants thereof not inconsistent with the laws of this state; and

WHEREAS, the Town of Eagle (the “Town”) is a home-rule municipality organized under Article XX of the Colorado Constitution and with the authority of the Eagle Home Rule Charter (the “Charter”); and

WHEREAS, pursuant to Section 1.01.080 of the Eagle Town Code (the “Code”), the Town Council may amend the Code and pursuant to Section 4.17.120 of the Code, the Town may amend the Land Use and Development Code (the “LUDC”); and

WHEREAS, the Town Council desires to amend Title 4 of the Code; and

WHEREAS, it is in the interest of the public health, safety, and welfare of the Town to amend the Code as set forth in this Ordinance.

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

Section 1. **Recitals.** The foregoing recitals are hereby incorporated as if set forth herein in full.

Section 2. Section 4.01.080.D.1.b. of the Eagle Municipal Code is hereby repealed and replaced as follows:

b. If a complete application for the first step in a multi-step approval process was submitted before the effective date of the new Code, it will continue to be processed pursuant to the 1976 LUDC. If the application was incomplete on the effective date, or submitted after that date, it will be processed pursuant to the 2023 LUDC. Subsequent steps in a multi-step approval process will be processed pursuant to the 2023 LUDC, provided they were incomplete on the effective date, or submitted after that date.

Section 3. Table 4.02-1 Permitted Setback Encroachments of Section 4.02.020, becomes Table 4.02-2, of the Eagle Municipal Code and is hereby repealed and replaced as follows:

Table 4.02-2 Permitted Setback Encroachments		
Projection	Front or Street Side Setback (max, feet)	Internal or Rear Setback (max, feet)

Building Element		
Approved accessibility ramps	Any distance	Any distance
Bay windows	4	4
Belt courses, sills, lintels, pilasters, pediments	1	1
Breezeways, unenclosed	Not permitted	Not permitted
Corner detail, Broadway District only	Per 4.04.060	Not permitted
Chimneys not greater than 6 ft. in width	2	2
Eaves, roof overhangs, cornices, gutters, and downspouts	2	2
Porches, stoops, decks, terraces, balconies, and associated stairs (uncovered and no more than 30" above finished grade)	8	5
Shading devices such as awnings and canopies	5	5
Stairs and fire escapes (unenclosed)	4 (rear also)	1.5 (side only)
Window wells	Any distance	3
Site Elements		
Accessory Structure	Not permitted	Per zone district requirements
Clothes lines and poles	Not permitted	Any distance
Fences and walls	Any distance	Any distance
Flagpoles and signs	Any distance	Any distance
Flatwork	Any distance	Any distance
Gardens and landscaping	Any distance	Any distance
Ornamental lights	Any distance	Any distance
Play equipment	Not permitted	Any distance
Swimming pools and hot tubs including mechanical equipment and deck	Not permitted	Any distance
Trash containers	Not permitted	Any distance
Mechanical, Electric, and Plumbing Elements		
Evaporative coolers or air conditioners (window)	2	2
Evaporative coolers or air conditioners (ground)	Not permitted	Not Permitted
Gas and electric meters	2	2
Solar energy collectors and heat storage units of up to 200 sq. ft. of collector surface area	Not permitted	Not Permitted
Transformers	Not permitted	Not Permitted

Section 4. The definition for *Lot coverage* in Section 4.20.020.L. *L Terms.* is hereby repealed and replaced as follows:

Lot coverage. Lot coverage is measured as the percentage of the gross lot area covered by buildings and impervious surface. It is calculated by dividing the gross area of building footprints, measured to the furthest exterior face of the structure including above-grade enclosed projections, by the area of the lot. The following shall be counted as covered areas for purposes of determining building coverage:

1. Areas covered by swimming pools and hot tubs;
2. Decks, stoops, patios, porches, and their associated stairs that are 30 inches or more above finished grade;
3. Any portion of a lot or site covered by materials forming an unbroken surface impervious to water, including streets, driveways, and parking lots;
4. Structures covered by a roof; and
5. Structures that are more than six feet tall and enclosed on three or more sides with walls that are less than 25 percent open.

Section 5. Table 4.02-2 of Section 4.02.040 of the Eagle Municipal Code is hereby amended and renamed Table 4.02-3 Height Limit Exceptions.

Section 6. Table 4.03-10 of Section 4.03.070 of the Eagle Municipal Code is hereby repealed and replaced as follows:

Table 4.03-10: OTR Lot and Dimensional Standards				
Lot Standards		Building Placement/Setbacks		
Density (min/max)	4-16 du/ac	A	Front	10 ft [1]
Lot Area, total (min)		B ₁	Street-Adjacent Side	10 ft
Single-family	3,125 sf	B ₂	Interior Side	5 ft
Duplex (per unit)	1,750 sf		Interior Side, Accessory Bldg.	2.5 ft
Attached Dwellings, (per structure, max. 3 units)	6,250 sf	C	Rear, Principal Bldg.	10 ft
Multiunit Bldg, (per structure, max 3 units)	6,250 sf		Rear, Accessory Bldg.	2 ft [2]
		Building Standards		
Lot Coverage (max)	70%	Height, (ft, max)		
Live Stream Setback		D	Principal Building	35 ft
No disturbance area	75 ft		Accessory Building	35 ft
Table Notes: [1] May match block face average where applicable. See Chapter 4.20. [2] Turn radius standards apply to all alleys; which may require an accessory building be setback on the property further than the minimum requirements.				

Section 7. Section 4.08.040.C.4. of the Eagle Municipal Code is hereby repealed and replaced as follows:

4. Adequate water rights dedication and tap fee payment shall be provided pursuant to [Title 12](#).

Section 8. Section 4.08.060.A.2. of the Eagle Municipal Code is hereby amended as follows:

2. Review of a subdivision sketch plan, pursuant to [Section 4.17.100](#).D.2, may be waived by the Director when the PUD concept plan incorporates the information required for subdivision sketch plan and is clearly identified as taking the place of a subdivision sketch plan for purposes of conformance review when subdivision preliminary plan is submitted.

Section 9. Table 4.17-1: Application Review Requirements of Section 4.17.010.E. of the Eagle Municipal Code is hereby amended as follows:

Table 4.17-1: Application Review Requirements								
Application Type	LUDC Section	Pre-Sub Conf	N'hd Mtg.	Notice	Admin (Staff)	PZC / BOA	Town Council	Form of Final Decision
Key: ✓ = Required R = Review and Recommend D = Decision A = Appeal RA = Ratify NoD = Notice of Decision Res. = Resolution Ord. = Ordinance								
Approval Processes								
PUD Rezoning	4.08.060							
Concept Plan		✓	✓	✓	R	R	D	<u>NoD</u>
<u>Final</u> Plan		✓	✓	✓	<u>R</u>	<u>R</u>	<u>D</u>	<u>Ord.</u>
<u>Major</u> PUD Amendment		✓	✓	✓	<u>R</u>	<u>R</u>	<u>D</u>	<u>Ord.</u>
<u>Minor</u> PUD Amendment		<u>✓</u>			<u>R, D</u>		<u>A</u>	<u>NoD</u>

Section 10. Table 4.17-2: Public Notice Requirements of Section 4.17.050.A. of the Eagle Municipal Code is hereby amended as follows:

Table 4.17-2: Public Notice Requirements

Application Type	LUDC Section	Notice Type	Publish Section 4.17.050.C.7	Post on Site Section 4.17.050.C.8	Mail Section 4.17.050.C.6	Mail Distance
Notice Types: PH—Public Hearing Notice ADIN—Administrative Decision Informational Notice Key: R = Required O = Optional X = Not Required						
Approval Processes						
PUD Rezoning	4.08.060					
Concept Plan		PH	R	R	R	All property within 250 feet [1]; PUD Amendment only complies with Note [2]
<u>Final Plan</u>		PH	R	R	R	
<u>Major PUD Amendment</u>		PH	R	R	R	
<u>Minor PUD Amendment</u>		X	X	X	X	

Section 11. Section 4.17.130.A. of the Eagle Municipal Code is hereby amended as follows:

A. ~~Concept Plan~~/PUD Concept Plan (PUD Step 1 of 2).

1. PUD Concept Plan. A PUD concept plan shall be submitted, which shall be 24 inches by 36 inches in size, with north arrow and scale and with title and date in lower right corner, at a scale of one-inch equals 100-feet, or larger, and which depicts the project area or the area within the boundaries of the proposed PUD and the following:
2. PUD concept plan.
 - a. A minimum of the following:
 - ii. A PUD concept plan, as described above;

Section 12. Section 4.17.130.B.3.i. of the Eagle Municipal Code is hereby amended as follows:

- i. A proposal for municipal or park land dedication or fee, pursuant to [Section 4.15.060](#) or documentation that the dedication or fee has previously been made;

Section 13. Section 4.09.050.B. Cottage Courts of the Eagle Municipal Code is hereby amended as follows:

4. Individual cottage lots or portions of the project may not be subdivided for sale, except for footprint townhome lots that maintain the minimum common open space.

5. Zone district lot and setback requirements shall apply to the project site as a whole, but not to individual cottage unit sites.
6. Each project site shall maintain a vegetated buffer along side and rear lot lines. ~~each side and rear lot line, and~~ No portion of any primary or accessory structure may be located within this in that buffer area. Front, side, and rear yard buffers must comply with the landscaping requirements outlined in Chapter 4.11.
7. ~~The applicant shall submit a minor development plan identifying individual cottage unit development sites, streets, parking areas, storm drainage facilities, common areas and facilities, and any other features required to be identified by this LUDC.~~

Section 14. Section 4.09.100.D. Accessory Dwelling Units of the Eagle Municipal Code is hereby amended as follows:

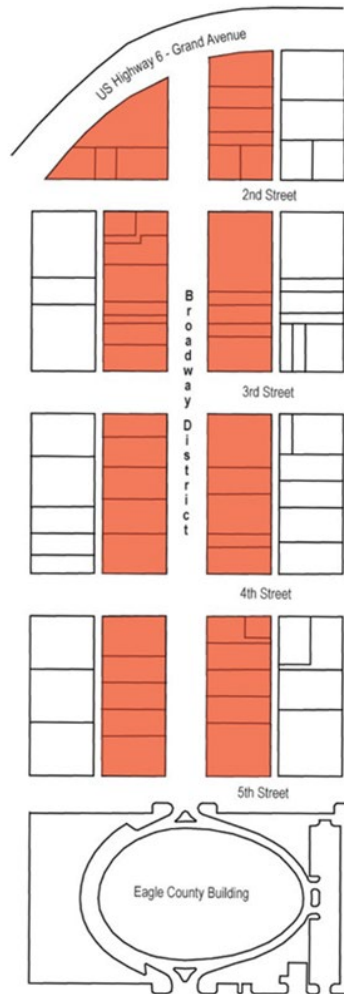
3. Each ADU shall be a complete, separate dwelling unit, with its own ingress, egress, and access. ~~The ADU shall not have direct access to the primary home, however a~~ A shared entryway is permitted, provided the ADU continues to meet the definition of a separate dwelling unit.

Section 15. Section 4.10.050.C.1.f.i. of the Eagle Municipal Code is hereby amended as follows:

- i. Temporary art displays are permitted along the Broadway streetscape with the approval of the ~~Director~~ Marketing and Events Advisory Committee (MEAC) or another committee designated by the Town Council. Building art may be permitted on a case-by-case basis with the permission of ~~the Director~~ MEAC and requires a mockup of the proposed design and colors to be utilized. Any art displays utilized during special events are permitted as part of the special event permit.

Section 16. Section 4.10.050.C.1. of the Eagle Municipal Code is hereby amended as follows:

1. *Broadway district.* The overriding vision for the BD district is to enhance the Town and to create a vibrant business district based on traditional western slope architecture. The BD district deserves special attention and more specific guidelines than other areas of Town. The following graphic depicts the properties included in the BD.



specifically exempted under Section 4.14.040.B.3., are required to comply with all Development Standards in Section 4.14.040 C. of the Code.

- a. Single-family attached, multifamily, mixed-use, or nonresidential developments on a site of less than two acres;
- b. Development plan reviews of buildings or additions having a gross floor area of 10,000 square feet or less; and
- c. All proposed developments not required to submit a wildlife conservation plan.

Section 19. Section 4.14.040.C. of the Municipal Code is hereby amended as follows:

1. *Buffers.* All developments and/or subdivisions shall be designed to have a setback of 100 feet or greater from any identified critical wildlife habitat area or migration corridor subject to the approval of Colorado Parks and Wildlife. All developments shall provide visual and audio screening as a mitigation method, if deemed to adversely impact critical wildlife or critical wildlife habitat as deemed necessary by Colorado Parks and Wildlife.

Section 20. Definitions for 'Administrative manual', 'Critical wildlife habitat', and 'Kitchen' are hereby added to Section 4.20.020. of the Eagle Municipal Code as follows:

Administrative manual. A formal document, adopted by Town Council, that includes supporting materials for the Land Use and Development Code (LUDC), including, but not limited to, submittal requirements, policies, and general guidance for staff, applicants, and members of the public.

Critical wildlife habitat. Habitat which supports a high degree of biodiversity of wildlife species native to Eagle County. A discrete, identifiable location that supports a significant concentration of one or more native wildlife species during vulnerable life-history stages. Provides physical and biological habitat features which are vital to the maintenance, successful recovery or reintroduction of one or more wildlife species native to Eagle County.

Kitchen. The facilities and equipment, or rough-in facilities, used in the preparation and serving of food as defined by the Town's adopted building code.

Section 21. The definition of 'Accessory dwelling unit' in Section 4.20.020.A. *A terms.* of the Eagle Municipal Code are hereby amended as follows:

Accessory dwelling unit. A secondary residential housing unit that is subordinate to a primary residential housing unit on the same lot and includes independent living facilities such as a Kitchen, bathroom, and separate entrance. ~~An individual dwelling unit equipped with a full kitchen that is subordinate to, and contained within or adjacent to, a single family dwelling or duplex.~~

Section 22. The definition of 'Boutique hotel' in Section 4.20.020.B. *B terms.* of the Eagle Municipal Code is hereby amended as follows:

Boutique hotel. A building or portion thereof, designed or used for temporary or extended stay lodging for transients, other than a dormitory or hostel, that contains no more than 2050 rooms where, for compensation, lodging is offered and provided to members of the general public, and that includes a supervised inside office or lobby. Accessory uses may include a dining room or area, kitchen, and/or shops and services catering to transients.

Section 23. The definition of 'Dwelling unit' in Section 4.20.020.D. *D terms.* of the Eagle Municipal Code is hereby amended as follows:

Dwelling unit. ~~A single residential housing unit building or part of a building with one kitchen providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation as defined by the Town's adopted building code, for not more than one family or household. Dwelling units include mobile homes, but shall not include hotels, motels, clubs, boarding houses or dormitories, rooming houses, or any institutions, such as an asylum, hospital, jail or group home. For the purposes of this definition, a kitchen is defined as having either a 240v outlet or a gas line for a cooking appliance within 20 feet of a sink.~~

INTRODUCED, READ, MOVED, AND ORDERED PUBLISHED ON NOVEMBER 12, 2025.

TOWN OF EAGLE, COLORADO

By: _____

Scott Turnipseed, Mayor

ATTEST:

By: _____

Melissa Daruna, Assistant Town Manager



To: Mayor Turnipseed and Town Council

From: Richard J. Peterson-Cremer, Town Attorney
Larry Pardee, Town Manager
Nikki Davis, Economic Development & Housing Specialist
CC: Community Development, Public Works

Date: November 12, 2025

Agenda Items: An Amendment to the Haymeadow Annexation and Development Agreement, Fee Settlement, and Acquisition of 7 Hermits LERP Units

ITEM 1: Resolution 80, Series 2025, A Resolution of the Town Council of the Town of Eagle, Colorado Authorizing an Amendment of the Annexation and Development Agreement with Abrika Properties, LLC

ITEM 2: Ordinance 15, Series 2025, An Ordinance of Town of Eagle, Colorado Authorizing the Purchase of Real Property Located at 91 Mt. Hope Circle, Units A102 and C102 in Eagle, Colorado, Approving the Purchase and Sale Agreement for the Property, Authorizing the Mayor and Town Manager to Sign Documents on Behalf of the Town that are Necessary to Facilitate the Purchase of the Property

REQUEST: Staff request the Town Council's consideration of Resolution 80, Series 2025 and Ordinance 15, Series 2025. Resolution 80 authorizes the Eighth Amendment to the Haymeadow Annexation and Development Agreement (ADA), which formalizes the negotiated settlement of disputed fees. Ordinance 15 authorizes the Mayor and Town Manager to execute the Purchase and Sale Agreement and complete the acquisition of two one-bedroom Local Employee Residency Program (LERP) units (A102 and C102) at 7 Hermits Condominiums.

BACKGROUND: The Town Council and staff held two executive sessions to discuss potential resolution options related to the \$519,193 in disputed fees under the Haymeadow ADA. At the September 23 executive session, the Council directed staff to negotiate the purchase of two one-bedroom LERP units at 7 Hermits Condominiums as an alternative means of settlement.

Following that direction, staff and Abrika Properties (Haymeadow) reached mutual agreement on the structure and terms of the exchange. Resolution 80 authorizes the accompanying Eight ADA Amendment, which acknowledges full satisfaction of Abrika's obligations under Sections 4.6.2, 6.1.4, and 10.2 upon payment of \$398,052 to the Town and the Town's forgiveness of the remaining balance. Ordinance 15 implements the settlement by authorizing the Mayor and

Town Manager to complete the purchase of the two units as outlined in the Purchase and Sale Agreement.

ANALYSIS: Together, these actions provide a resolution to the fee dispute while expanding the Town's employee housing portfolio. Both units are price-capped and respond to needs identified in the 2023 Employee Housing Assessment, which found strong demand for one-bedroom homes among single-income and/or two-person households.

COMMUNITY INPUT: Community input has not been gathered for this matter.

BUDGET / STAFF IMPACT: The total value of the two units is approximately \$698,052. Abrika's \$398,052 payment will be applied as an offset to the disputed ADA fees in accordance with Resolution 80-2025 and the Eighth ADA Amendment. The Town's \$300,000 contribution will be funded through the Affordable Housing Restricted Fund (\$213,000) and the Capital Improvement Fund (\$87,000). This exchange resolves the outstanding balance and represents an effective forgiveness of approximately \$121,000 in fees. Abrika Properties has agreed to cover closing costs associated with the acquisition.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: The ADA Amendment and related acquisition align with the Strategic Plan objective of strengthening the Town's organization and culture through investment in workforce housing. These actions also advance the Council's commitment to secure at least one employee housing unit per year and support long-term recruitment and retention efforts.

RECOMMENDED ACTION OR PROPOSED MOTION:

MOTION 1: A motion to approve Resolution 80, Series 2025, A Resolution of the Town Council of the Town of Eagle, Colorado Authorizing an Amendment to the Annexation and Development Agreement with Abrika Properties, LLC

AND

MOTION 2: A motion to approve Ordinance 15, Series 2025, An Ordinance of the Town of Eagle, Colorado Authorizing the Purchase of Real Property Located at 91 Mt. Hope Circle, Units A102 and C102 in Eagle, Colorado, Approving the Purchase and Sale Agreement for the Property, Authorizing the Mayor and Town Manager to Sign Documents on Behalf of the Town that are Necessary to Facilitate the Purchase of the Property

ATTACHMENTS:

1. Resolution 80, Series 2025
2. Eight Amendment to the Annexation and Development Agreement with Abrika Properties, LLC
3. Ordinance 15, Series 2025
4. Purchase and Sale Agreement For 7 Hermits Condominiums (Units A102, C102)

TOWN OF EAGLE, COLORADO

RESOLUTION NO. 80

(Series of 2025)

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
AUTHORIZING AN AMENDMENT OF THE ANNEXATION AND DEVELOPMENT
AGREEMENT WITH ABRIKA PROPERTIES, LLC**

WHEREAS, the Town of Eagle ("Eagle" or the "Town") is a home-rule municipality organized under Article XX of the Colorado Constitution and with the authority of the Town of Eagle Home Rule Charter (the "Charter"); and

WHEREAS, the Town has authority under Section 3.02(a) of the Charter to preserve and enforce good government and general welfare; and

WHEREAS, the Town has negotiated a settlement of disputed fees (the "Disputed Fees") which the Town claims Abrika Properties, LLC ("Abrika") owes, and Abrika disputes, under Section 10.2 of the Annexation and Development Agreement for the Haymeadow PUD, as recorded on May 30, 2014, at Reception No. 201408816 (the "ADA"); and

WHEREAS, as part of the negotiated settlement, and without admission of any of the Town's claims, Abrika will pay the Town \$398,052 (the "Payment") in satisfaction of the Disputed Fees; and

WHEREAS, the negotiated settlement requires that the ADA must be amended to reflect Abrika's full satisfaction of its obligations under Section 10.2 upon Payment (the "ADA Amendment"). The ADA Amendment is attached hereto as **Exhibit 1** and incorporated herein by reference; and

WHEREAS, the parties agreed that the ADA Amendment will become effective upon recording, following Abrika's Payment to the Town; and

WHEREAS, the Council has determined that the approval of this resolution is necessary and proper to provide for the prosperity and order of the Town.

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

Section 1. Incorporation of Recitals. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. Resolution. Town Council hereby approves the ADA Amendment attached hereto as Exhibit 1.

Section 3. Resolution. Town Council hereby authorizes the Mayor to sign the ADA Amendment on behalf of the Town, to be held in escrow by a title company, and cause the ADA Amendment to be recorded only upon both the Payment to the Town and recording of the deeds to the Units to the Town.

Section 4. Effective Date. This resolution shall be effective on November 12, 2025.

INTRODUCED, READ, PASSED AND ADOPTED ON November 12, 2025.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

_____, Acting Town Clerk

Exhibit 1
ADA Amendment
(See Attached)

EIGHTH AMENDMENT TO ANNEXATION AND DEVELOPMENT AGREEMENT

This EIGHTH AMENDMENT TO ANNEXATION AND DEVELOPMENT AGREEMENT (this "**Eighth Amendment**") is entered into by and between the TOWN OF EAGLE, a Colorado home rule municipality (the "**Town**"), and ABRIKA PROPERTIES, LLC, a Florida limited liability company ("**Abrika**") (each a "**Party**" and collectively the "**Parties**").

WHEREAS, on March 25, 2014, the Parties entered into an agreement entitled "Agreement Relating to the Annexation and Development of Property Known as the Haymeadow Parcel A, Parcel B, and Parcel C Additions to the Town of Eagle, Colorado, Also Known as the Haymeadow PUD", which was recorded on May 30, 2014, at Reception No. 201408816 and amended several times thereafter (as amended, the "**ADA**"); and

WHEREAS, under Sections 4.6.2, 6.1.4 and 10.2 of the ADA, Abrika is obligated to contribute up to \$700,000 for planning improvements to U.S. Highway 6; and

WHEREAS, the Town invoiced Abrika for the full contribution in two invoices, of which Abrika paid the first invoice (\$180,806.68) and disputes the second invoice (\$519,193.32) (the "**Disputed Fees**"); and

WHEREAS, the Parties have reached a satisfactory settlement of the Disputed Fees and Abrika's obligations under Sections 4.6.2, 6.1.4 and 10.2 of the ADA, conditioned upon Abrika's payment of \$398,052 to the Town (the "**Payment**") and the Town's forgiveness of all remaining Disputed Fees; and

WHEREAS, the Parties have concluded that it is in the Parties' best interests to enter this Eighth Amendment reflecting their settlement and acknowledging Abrika's satisfaction of its obligations under Sections 4.6.2, 6.1.4 and 10.2 of the ADA upon the terms and conditions herein set forth.

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

1. Capitalized terms in this Eighth Amendment shall have the same meaning as in the ADA. To the extent that the provisions of this Eighth Amendment conflict with the ADA, the provisions of this Eighth Amendment shall control.

2. A new Section 10.2.1 of the ADA is hereby added to read as follows:

10.2.1. The Developer has fully satisfied its obligations under subsection 10.2 of the Agreement and no further contribution to the U.S. Highway 6 Study is or shall in the future be required.

3. Effective Date. This Eighth Amendment shall become effective upon the date of its recording in the Eagle County public records (the “**Effective Date**”).
4. Mutual Waiver and Release. Upon the Effective Date, and in consideration of the Payment, the Town on behalf of itself and each of its officers, employees, successors, and assigns (the “**Town Parties**”) and Developer, on behalf of itself, its members, officers, managers, partners, owners, affiliates, agents, employees, successors and assigns (the “**Abrika Parties**”), hereby waive the right to assert against one another or any of the Town Parties or Abrika Parties, and fully and forever release each of the Town Parties and the Abrika Parties from any and all actions, losses, liabilities, damages, claims, demands, causes of action, costs, and expenses, including, without limitation, attorneys’ fees whether suit is instituted or not, whether known or unknown, regarding, arising out of or relating to the Disputed Fees and the Developer’s performance of Sections 4.6.2, 6.1.4 or 10.2 of the ADA.
5. All provisions of the ADA, as previously amended and not expressly modified in this Eighth Amendment shall remain in full force and effect.
6. This Eighth Amendment shall be recorded in the Eagle County public records.
7. This Eighth Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.

[Signature page follow]

IN WITNESS WHEREOF, the Parties have executed this Eighth Amendment as of the dates set forth below their signatures to be effective on the Effective Date.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

Date: _____

ATTEST: _____
_____, Acting Town Clerk

ABRIKA PROPERTIES, LLC, a Florida
limited liability company

By: _____
Brandon Cohen, President

Date: _____

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 2025, by Brandon Cohen, President of Abrika Properties, LLC, a Florida limited liability company.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

Notary Public

**TOWN OF EAGLE, COLORADO
ORDINANCE NO. 15
(SERIES OF 2025)**

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO, AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT 91 MT. HOPE CIRCLE, UNITS A102 AND C102 IN EAGLE, COLORADO, APPROVING THE PURCHASE AND SALE AGREEMENT FOR THE PROPERTY, AUTHORIZING THE MAYOR AND TOWN MANAGER TO SIGN DOCUMENTS ON BEHALF OF THE TOWN THAT ARE NECESSARY TO FACILITATE THE PURCHASE OF THE PROPERTY.

WHEREAS, the Town Council (“Council”) of the Town of Eagle (“Town”) has the power pursuant to C.R.S. § 31-15-103 to make and publish ordinances for carrying into effect certain powers and duties that are necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the morals, order, comfort and convenience of the Town and the inhabitants thereof; and

WHEREAS, the Council has the power pursuant to C.R.S. §§ 31-15-101(d) and 31-15-713(1)(b) to sell and dispose of, by ordinance, real property owned by the Town and not used or held for any governmental purpose; and

WHEREAS, Section 1.04(2) of the Town’s Home Rule Charter (“Charter”) grants the Town full the right to own, possess, and hold all property, real and personal; and

WHEREAS, pursuant to Section 1.04(7) of the Charter, the Council has the power to purchase real property and may enter into such contracts as necessary, convenient or appropriate; and

WHEREAS, 7 Hermit Condos, LLC, a Colorado limited liability company (“Owner”) is the owner of two Local Employee Residency Program units (A102 and C102) located at 91 Mt. Hope Circle in Eagle, Colorado (the “Units”); and

WHEREAS, the Town’s opportunity to purchase the Units arose in connection with the settlement of disputed claims by and between the Town and Abrika Properties, LLC, a Florida limited liability company (“Abrika”) concerning Section 10.2 of the Annexation and Development Agreement for the Haymeadow PUD, as recorded on May 30, 2014, at Reception No. 201408816 (the “ADA”); and **WHEREAS**, acquiring the Units would provide tangible solutions for the Town’s employee housing needs, particularly for single and two-person households with affordability challenges tied to single incomes; and

WHEREAS, the Council has determined that it is in the best interest of the Town to acquire the Units; and

WHEREAS, the Town has negotiated a draft Purchase and Sale Agreement with the Owner to acquire the Units (the “Contract”). Such Contract is attached hereto as **Exhibit 1**, and incorporated herein by reference; and

WHEREAS, the Council has determined that the adoption of this ordinance is necessary and proper to provide for the safety, health, prosperity and order of the Town.

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

SECTION 1

The Council hereby approves the purchase of the Property pursuant to the terms of the Contract attached hereto as Exhibit 1.

SECTION 2

The Council hereby authorizes the Mayor and Town Manager to sign all documents on behalf of the Town that are necessary to facilitate the purchase of the Property.

SECTION 3

All ordinances heretofore passed and adopted by the Town Council of the Town of Eagle, Colorado are hereby repealed to the extent that said ordinances, or parts thereof, are in conflict herewith.

SECTION 4

If any section, subsection, clause, phrase or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent, be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections thereof to any person or circumstance, shall remain in full force and shall in no way be affected, impaired or invalidated.

SECTION 5

This ordinance shall become effective pursuant to the Charter Section 6.03(5).

INTRODUCED AS AN ORDINANCE, READ, MOVED, AND ORDERED
PUBLISHED ON _____, 2025.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

_____, Acting Town Clerk

Exhibit 1
Purchase and Sale Agreement
(See Attached)

PURCHASE AND SALE AGREEMENT

FOR

7 HERMITS CONDOMINIUMS

(Local Employee Residency Program)

This Purchase and Sale Agreement (this "**Agreement**") is executed by 7 Hermit Condos, LLC, a Colorado limited liability company, ("**Seller**"), and the TOWN OF EAGLE, a Colorado home rule municipality ("**Purchaser**").

1. Purchase and Sale. Subject to the terms of this Agreement, Seller agrees to sell and convey, and Purchaser agrees to purchase and pay for, the Condominium Units described in Section 3 below (the "**Units**") within the condominium project known as "**7 Hermits Condominiums**" as described in Section 2 below.

2. Development of the Project.

a. The Project. The Units are part of a condominium project known as 7 Hermits Condominiums constructed by Seller in the Haymeadow Planned Unit Development within the Town of Eagle, Colorado (the "**Town**") comprised of 76 residential units and related common elements and associated on and off-site infrastructure improvements (collectively referred to as the "**Project**"). The Units are established pursuant to the Condominium Declaration for 7 Hermits Condominiums recorded on July 10, 2024 under Reception Number 202407594 (as amended and supplemented from time to time, the "**Project Declaration**") and the Condominium Map for 7 Hermits Condominiums recorded on July 10, 2024 under Reception Number 202407593 (as amended and supplemented from time to time, the "**Project Map**"), each as recorded in the Office of the Clerk and Recorder of Eagle County, Colorado (the "**Eagle County Records**"). The Project is organized pursuant to the laws of the State of Colorado and is defined as a condominium under the general provisions of the Colorado Common Interest Ownership Act, C.R.S. 38-33.3-101, et seq. (the "**Act**").

b. Haymeadow. The Project is also subject to the Declaration for Haymeadow recorded January 27, 2023, under Reception No. 202300905 in the Eagle County Records, and as amended and supplemented from time to time (the "**Master Declaration**"), which governs the use, operation, and administration of the property subject to the Master Declaration (such property "**Haymeadow**").

c. Project and Master Associations. In addition to the Project Declaration, the Master Declaration and the Project Map, the Project is also subject to (i) the articles of incorporation, bylaws, policies, and any rules and regulations (collectively, together with the Project Declaration and the Project Map, the "**Project Association Documents**") of the 7 Hermits Condominium Association, a Colorado nonprofit corporation (the "**Project Association**"), established under the Project Declaration, and (ii) the articles of incorporation, bylaws, policies, and any rules and regulations (collectively, together with the Master Declaration, the "**Master Association Documents**") of Haymeadow Association, a Colorado nonprofit corporation (the "**Master Association**"), as established under the Master Declaration.

3. Condominium Unit. The Units consist of the dwelling units described in this Section below, and an undivided ownership interest in the Common Elements of the Project, as defined and set forth in the Project Declaration. The Units are legally described as follows:

**UNIT A102, 7 HERMITS CONDOMINIUMS - FILING 1, ACCORDING TO THE
CONDOMINIUM MAP RECORDED JULY 10, 2024 UNDER RECEPTION NO.**

202407593, AND AS DEFINED AND DESCRIBED IN THE CONDOMINIUM DECLARATION FOR 7 HERMITS CONDOMINIUMS, RECORDED JULY 10, 2024 UNDER RECEPTION NO. 202407594 AND FIRST AMENDMENT THERETO RECORDED AUGUST 7, 2024 UNDER RECEPTION NO. 202408974 AND FIRST SUPPLEMENT RECORDED AUGUST 28, 2024, UNDER RECEPTION NO. 202409965 AND SECOND SUPPLEMENT RECORDED SEPTEMBER 26, 2024, UNDER RECEPTION NO. 202411333 AND THIRD SUPPLEMENT RECORDED OCTOBER 4, 2024 UNDER RECEPTION NO. 202411925 AND FOURTH SUPPLEMENT RECORDED OCTOBER 28, 2024 UNDER RECEPTION NO. 202413139 AND SECOND AMENDMENT RECORDED OCTOBER 31, 2024 UNDER RECEPTION NO. 202413312, AND FIFTH SUPPLEMENT RECORDED DECEMBER 12, 2024, UNDER RECEPTION NO. 202415180, COUNTY OF EAGLE, STATE OF COLORADO (Unit “A102”); and

UNIT C102, 7 HERMITS CONDOMINIUMS - FILING 4, ACCORDING TO THE CONDOMINIUM MAP RECORDED OCTOBER 4, 2024, UNDER RECEPTION NO. 202411924, AND AS DEFINED AND DESCRIBED IN THE CONDOMINIUM DECLARATION FOR 7 HERMITS CONDOMINIUMS, RECORDED JULY 10, 2024 UNDER RECEPTION NO. 202407594 AND FIRST AMENDMENT THERETO RECORDED AUGUST 7, 2024 UNDER RECEPTION NO. 202408974 AND FIRST SUPPLEMENT RECORDED AUGUST 28, 2024, UNDER RECEPTION NO. 202409965 AND SECOND SUPPLEMENT RECORDED SEPTEMBER 26, 2024, UNDER RECEPTION NO. 202411333 AND THIRD SUPPLEMENT RECORDED OCTOBER 4, 2024 UNDER RECEPTION NO. 202411925 AND FOURTH SUPPLEMENT RECORDED OCTOBER 28, 2024 UNDER RECEPTION NO. 202413139 AND SECOND AMENDMENT RECORDED OCTOBER 31, 2024 UNDER RECEPTION NO. 202413312, AND FIFTH SUPPLEMENT RECORDED DECEMBER 12, 2024, UNDER RECEPTION NO. 202415180, COUNTY OF EAGLE, STATE OF COLORADO. COUNTY OF EAGLE, STATE OF COLORADO (“Unit C102” and, together with Unit A102, the “Units”).

a. Limited Common Elements.

i. Parking and Storage. Purchaser acknowledges and accepts that all parking facilities at the Project, including all Garages and all surface parking spaces, and all storage spaces external to the Units are Limited Common Elements (as defined in the Project Declaration) reserved for the exclusive use of the owners of one or more, but fewer than all, of the units in the Project. The following Limited Common Element surface facilities and storage spaces will be assigned to Purchaser at the closing of the purchase and sale of the Units (the “Closing”) in the manner provided in Section 3.8 of the Project Declaration, by a recorded document in the form attached to the Project Declaration as Exhibit D thereto, as appurtenances to the Units:

LCE P-7 and LCE SA-2, according to the Condominium Map recorded July 10, 2024 under Reception No. 202407593, both to be appurtenant to Unit A102; and

LCE P-25 and LCE SC-3, according to the Condominium Map recorded October 4, 2024 under Reception No. 202411924 to be appurtenant to Unit C102.

PURCHASER ACKNOWLEDGES AND ACCEPTS THAT PURCHASER IS NOT PURCHASING A GARAGE, THAT THE LIMITED COMMON ELEMENT SURFACE PARKING SPACES TO BE APPURTENANT TO THE UNITS DO NOT INCLUDE ANY COVERED PARKING, AND NO COVERED PARKING IS AVAILABLE TO PURCHASER AT THE PROJECT.

ii. Purchaser acknowledges and accepts that all Limited Common Element Garages, surface parking spaces, and storage areas in the Project are subject to the administration of and management by the Executive Board of the Project Association (the “**Executive Board**”) and not the Seller. The Executive Board may make, amend, and enforce reasonable rules and regulations governing their use and operation as set forth in the Project Declaration. Such rules and regulations may include, among other things, requirements that Owners of Units with appurtenant Garages must use their Garages for vehicle parking before using surface parking. Mobile homes, travel trailers, tent trailers, trailers, snowmobiles, golf carts, boats, boat trailers, tractors, detached campers, camper shells, snow removal equipment and garden or maintenance equipment shall be kept in a Garage at all times, except when in actual use and shall not be stored or temporarily parked in any surface parking space including appurtenant Limited Common Element spaces. No inoperable vehicles shall be stored in the Project, and no vehicular maintenance shall be performed in the Project except if wholly conducted within a Garage. BY ITS SIGNATURE BELOW, PURCHASER ACKNOWLEDGES AND UNDERSTANDS THAT GARAGES ARE ONLY ACCESSIBLE BY VEHICLE WHEN NO VEHICLE IS PARKED IN THE LIMITED COMMON ELEMENT SURFACE PARKING SPACE IMMEDIATELY ADJACENT TO THE GARAGE, AND THE UNAUTHORIZED OR IMPROPER USE OF SURFACE PARKING IN THE PROJECT CAN AND IS LIKELY TO IMPEDE THE ACCESS OF OTHER OWNERS IN THE PROJECT.

iii. Purchaser further acknowledges that Limited Common Element Garages, surface parking spaces, and storage areas in the Project are re-assignable by the owners of the units to which such Limited Common Elements are appurtenant in accordance with and subject to the limitations of Section 3.11 of the Project Declaration. PURCHASER SPECIFICALLY ACCEPTS AND ACKNOWLEDGES THAT RE-ASSIGNMENT OF ANY LIMITED COMMON ELEMENT GARAGES, SURFACE PARKING SPACES, AND STORAGE AREAS SHALL REQUIRE THE WRITTEN CONSENT AND APPROVAL OF ANY MORTGAGEE UNDER ANY MORTGAGE ENCUMBERING THE UNIT TO WHICH THE LIMITED COMMON ELEMENT IS ASSIGNED.

4. Purchase Price. The purchase price for the Units is Six Hundred Ninety-Eight Thousand, Fifty-Two Dollars (\$698,052.00) (the “**Purchase Price**”), which shall be paid as follows:

a. Earnest Money Deposit. Within four (4) business days after the Council’s approval of this Agreement as described in Section 1 above, Purchaser shall pay an earnest money deposit of Two Hundred Thousand Dollars (\$200,000.00) (the “**Earnest Money Deposit**”) to be held by Land Title Guarantee Company (the “**Title Company**”) in its trust account, on behalf of both Seller and Purchaser. Purchaser’s failure to timely pay the Earnest Money Deposit shall constitute a material default by Purchaser under Section 15 below. Any interest on the Earnest Money Deposit shall accrue for the benefit of Seller. Purchaser will be credited toward payment of the Purchase Price at the Closing with the total amount of the Earnest Money Deposit. Except as expressly provided in this Agreement, the Earnest Money Deposit shall not be refundable to Purchaser.

b. Escrow Agreement. Pursuant to the Escrow Agreement described in Section 11.c. below, the execution and performance of which are conditions of the Closing, third party, Abrika Properties, LLC, a Florida limited liability company (“**Abrika**”) is required to deposit Three Hundred Ninety-Eight Thousand Fifty-Two Dollars (\$398,052.00) (the “**Offset**”) with the Title Company to be held in its trust

account on behalf of Abrika, Seller and Purchaser. At Closing, the Offset shall be applied towards payment of the Purchase Price.

c. Balance. Purchaser shall pay the balance of the Purchase Price (which shall be the Purchase Price less the Earnest Money Deposit paid by Purchaser, applied as described in Section 4.a above, and less the Offset, applied as described in Section 4.b above), plus any other amounts owing by Purchaser to Seller under this Agreement, as adjusted under Section 12 below, in cash or certified funds at the Closing.

d. Personal Property. The Units are being sold unfurnished and will contain only the appliances and equipment present within the Units upon the Effective Date. Seller will convey any personal property and fixtures installed within the Units to Purchaser at Closing by bill of sale.

5. Contract and Project Matters.

a. No Financing Contingency. Purchaser understands and agrees that this Agreement is not contingent upon Purchaser obtaining financing for the purchase of the Units. Purchaser shall be solely responsible for making Purchaser's own financial arrangements to enable Purchaser to pay Seller for the Units and Purchaser acknowledges that the satisfaction of any condition imposed by a lender is solely at Purchaser's risk, including, without limitation, the risk of any downward fluctuation in the value of the Unit.

b. Deed Restriction – Local Employee Residency Program. The Units and the titles thereto shall each be subject to the deed restrictions (the “**Deed Restrictions**”) attached hereto as Exhibit A which Deed Restrictions will be recorded against the Units prior to Closing in the Eagle County Records and will run with title to the Units. Purchaser acknowledges the terms of the Deed Restrictions and agrees to abide by same. Purchaser shall execute a Memorandum of Acceptance in the form attached hereto as Exhibit B to be recorded upon Closing.

c. Other Restricted Units. In addition to the Deed Restriction applicable to the Units, certain other units within the Project are or may be subject to other deed restrictions including restrictions that may include limits on value, appreciation, occupancy, residency, and other constraints. Such restrictions include but are not limited to eighteen (18) units within the Project that are or will be subjected to the Local Employee Residency Program established by the Town, fourteen (14) units within the Project that are or will be subjected to the Resident Occupied program established by the Town, and forty-three (43) units within the Project that are or will be subject to price caps and other deed restrictions established by the Eagle County Housing and Development Authority as part of its mission to provide affordable housing within Eagle County.

6. Construction of the Unit.

a. Plans and Specifications. The Units have been constructed by Seller in substantial conformance with plans and specifications (the “**Plans and Specifications**”), a copy of which are available for review by Purchaser by appointment at the office of Seller during normal business hours. Purchaser represents and acknowledges that Purchaser has inspected the completed Units and that therefore Purchaser waives any claims whatsoever relating to any difference between the Plans and Specifications and the Units as completed.

b. Square Footage. Statements of approximate square footages of the Units may be made in the Plans and Specifications. Purchaser acknowledges, however, that square footage calculations

may be made in a variety of manners, and that Purchaser has inspected the Units, and therefore Purchaser accepts the Units in their completed condition regardless of any statements or calculations of square footage contained in the Plans and Specifications or otherwise represented by any party to Purchaser.

7. Limited Warranty. Seller warrants that construction of the Unit, including all materials and equipment incorporated in and made a part of the structure of the Unit, shall be new as of the date of installation, in substantial conformance with the Plans and Specifications, and shall remain free from defects in workmanship or quality through **March 31, 2026** (the “**Warranty Period**”) which is a period of one (1) year after the date on which a certificate of occupancy was issued by the Town for the Units. For purposes of this Section 7, “defect” or “defects” shall include failure to function or physical damage. Seller represents that Seller, at Seller’s sole cost and expense, will cause to be remedied, by repair or replacement, any structural or other defects in the Units which appear within the Warranty Period, provided that Purchaser gives Seller written notice of any such defect within fourteen (14) days after Purchaser’s discovery of the defect. Any such notice shall be addressed to Seller at the address following Seller’s signature below, or such other address for notice furnished to Purchaser in accordance with Section 17 below. For purposes of this Section 7, Purchaser’s sole remedy (in lieu of all remedies implied by law or otherwise) against Seller in connection with such warranty defects shall be to require Seller to correct the defect in material or workmanship. Seller shall not be responsible for any such defects where the cause is determined to result from Purchaser’s or any future owner’s actions, negligence, or failure to maintain in a reasonable manner. This limited warranty does not extend to any Common Elements of the Project, including, without limitation, building systems serving the Unit. Notwithstanding the foregoing, Seller acknowledges that the heating and air conditioning systems serving the Units are not Common Elements and are covered by the limited warranty set forth herein. ***Seller’s limited warranty to Purchaser hereunder is non-transferable and in no event shall any subsequent purchaser of either Unit be entitled to any claim for repair, replacement or otherwise of any part of the Unit, including without limitation the structural components of the Unit, except as may be required by law. Additionally, by executing this Agreement Purchaser agrees to include the foregoing confirmation of non-transferability of Seller’s limited warranty in any subsequent purchase and sale agreement for the Unit.***

Any appliance, item of equipment, or other item in either Unit (whether or not attached to or installed in the Unit) which is a “consumer product” as defined in the Magnuson Moss Warranty Act, 15 U.S.C. § 2301, is hereby excluded from the coverage under this limited warranty. The following are examples of consumer products: fire and security alarm systems, refrigerator, trash compactor, range, dishwasher, garbage disposal, fireplace unit, heat recovery ventilator, hot water heater, water source heat pump, clothes washer and dryer, audio/visual equipment and thermostats. The Units may not contain some of these items, and they may contain other items that may also be consumer products. With regard to any consumer products in the Unit, Seller disclaims all warranties. Seller is not responsible for performance under any such manufacturers’ warranties in any way. However, Seller hereby assigns and transfers to Purchaser all manufacturer warranties applicable to all such consumer products, subject to final Closing and conveyance of the Unit. WITH REGARD TO ANY SUCH CONSUMER PRODUCTS, WHETHER OR NOT WARRANTED BY MANUFACTURERS, SELLER DISCLAIMS ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

PURCHASER AGREES TO COMPLY WITH ALL MAINTENANCE MANUALS AND OTHER DOCUMENTS AND RECOMMENDATIONS PROVIDED TO PURCHASER WITH RESPECT TO THE INSPECTION, OPERATION AND ROUTINE MAINTENANCE OF ALL SYSTEMS, EQUIPMENT, AND SIMILAR ITEMS (INCLUDING, BUT NOT LIMITED TO, MECHANICAL, ELECTRICAL, PLUMBING, STRUCTURAL AND EXTERIOR SYSTEMS AND

IMPROVEMENTS) MADE PART OF OR SERVING THE UNIT. PURCHASER UNDERSTANDS AND AGREES THAT IF PURCHASER FAILS TO FOLLOW THE INSPECTION, MAINTENANCE AND REPAIR REQUIREMENTS AND STANDARDS CONTAINED IN SUCH MANUAL OR MATERIALS DELIVERED TO PURCHASER AND SUCH FAILURE CAUSES, WHETHER IN WHOLE OR IN PART, DAMAGE TO THE UNITS OR OTHER PROPERTY, THE RESULTING DAMAGE SHALL NOT BE COVERED BY THIS LIMITED WARRANTY AND SHALL FURTHER BE DEEMED NOT TO BE THE RESULT OF A DESIGN OR CONSTRUCTION DEFECT.

EXCEPT AS STATED IN THE FIRST PARAGRAPH OF THIS LIMITED WARRANTY ABOVE, SELLER MAKES NO EXPRESS WARRANTY OR REPRESENTATION OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, THOSE OF WORKMANLIKE CONSTRUCTION, HABITABILITY, DESIGN, CONDITION, OR QUALITY AS TO THE PROJECT PROPERTY, THE UNIT, OR THE OTHER IMPROVEMENTS CONSTITUTING THE PROJECT AND, TO THE EXTENT PERMITTED BY LAW, SELLER SPECIFICALLY EXCLUDES SUCH MATTERS IN CONSIDERATION OF THE EXPRESS WARRANTIES GIVEN UNDER THIS AGREEMENT.

AS MORE FULLY SET FORTH IN SECTION 21.g. BELOW, SELLER MAKES NO REPRESENTATION OR WARRANTY CONCERNING ANY GEOLOGICAL OR ENVIRONMENTAL MATTERS AND SPECIFICALLY EXCLUDES GEOLOGICAL AND ENVIRONMENTAL MATTERS FROM ANY WARRANTIES GIVEN UNDER THIS AGREEMENT.

Except as otherwise provided in this limited warranty, Purchaser assumes the risk of damage occurring in the Units after Closing. Notwithstanding any provisions in this Section 7 to the contrary, this Section shall be construed in accordance with Colorado law and limited to the extent necessitated thereby.

The provisions of this Section shall survive Closing.

8. Title. Title will be marketable in Seller at the time of Closing, subject to the matters set forth in Exhibit C attached hereto and incorporated herein (the “**Permitted Exceptions**”), the documents referred to in Section 10 below and those matters shown on the Project Map of the Project. Seller, at its expense, will give to Purchaser a title insurance commitment (the “**Commitment**”) issued by Title Company to insure the title to each Unit in Purchaser's name for the amount of the Purchase Price. If the Commitment discloses the existence of any defects in title, other than the Permitted Exceptions, the Deed Restriction, the documents referred to in Section 10 below, those matters shown on the final Project Map of the Project and the standard printed exceptions appearing in the Commitment, and such defects render title to any portion of the Units unmarketable and the defects are not waived by Purchaser, Purchaser must give Seller written notice of the title defects within three (3) days after receipt of the Commitment. Thereafter, Seller will have seven (7) days in which Seller may elect to cure the defects and render title marketable or provide title insurance against the defects and, if necessary, the Closing shall be postponed accordingly. If Seller fails to cure the defects or provide title insurance after timely notice of the defects or Seller elects not to pursue a cure or title insurance as evidenced by a written notice to Purchaser, Purchaser, as its sole remedy, may elect, within three (3) days after the earlier of Purchaser's receipt of Seller's notice of election not to cure or at the end of the seven (7) day period, either (a) to terminate this Agreement, in which event the Earnest Money Deposit and all other amounts paid to Seller under this Agreement will be returned to Purchaser within seven (7) days of Purchaser's notice of termination, and neither party will have any further obligations under this Agreement; (b) with Seller's consent, to grant one or more additional periods of time within which Seller may but shall not be required to attempt to cure, remove, or obtain title insurance protection against the exceptions; or (c) to accept title with all defects as shown in the Commitment, without adjustment in the Purchase Price. If Purchaser fails to give timely notice of termination, Purchaser will be deemed to have elected to accept title as shown in the Commitment and to

have waived all defects. Purchaser expressly relinquishes and waives any and all other remedies, claims, demands, and causes of action at law or in equity against Seller for failure to deliver marketable title. No equitable title to the Units will pass to Purchaser until the applicable Closing. Purchaser acknowledges and accepts that there may be recorded against the Project additional easements and/or other documents during or relating to construction of the Project that do not render title to the Units unmarketable, and that such recordings are permissible, so long as they are validly and properly recorded.

After the Closing, Seller, at its expense, will cause the Title Company to issue to Purchaser a title insurance policy in conformance with the Commitment which title insurance policy will also include "owner's extended coverage" and delete or insure over standard printed exceptions Nos. 1-5.

9. [RESERVED]

10. Unit Owners' Association Matters.

a. Association Memberships. As discussed in Section 2 above, Purchaser acknowledges that as owner of the Units, Purchaser shall be subject to the provisions of and restrictions contained in the Project Declaration, the Master Declaration, and the Project Map, shall automatically become a member of the Project Association and the Master Association, and shall be governed by the Project Association Documents and the Master Association Documents. These documents require, among other things, membership by Purchaser in the Project Association and Master Association and payment of assessments to the Project Association and the Master Association.

b. Assessments. Seller agrees to promptly request that the Title Company or the Association deliver to Purchaser, prior to Closing, a current Status Letter detailing current annual assessments for the Units payable to the Master Association and the Project Association. Any fee incident to the issuance of the Status Letter must be paid by Seller.

c. Monthly Common Utility Billings. Purchaser acknowledges and accepts that, each Building within the Project is or will be equipped with one (1) electrical meter and one (1) water meter to measure consumption of all the units in such Building, and the Town bills the Project Association for sewer services at a flat rate. Pursuant to Section 5.14 of the Project Declaration, the Project Association will receive monthly invoices from water, sewer and electrical utility providers and pay the costs of such utility services within the Project on account of the Common Elements and Units, in the amounts incurred by the Association as charged by water, sewer and electrical utility providers (collectively, the "**Common Utility Billings**"). The Project Association will pass the total Common Utility Billings through to all unit owners in the Project on a monthly basis in accordance with the percentage interest in the Common Elements allocated to each unit as set forth in Exhibit C to the Project Declaration. **PURCHASER WILL NOT RECEIVE BILLS FOR ELECTRICAL, WATER OR SEWER UTILITIES DIRECTLY FROM UTILITY PROVIDERS. ALL ELECTRICAL, WATER AND SEWER UTILITIES ASSOCIATED WITH THE UNITS WILL BE CHARGED THROUGH THE ASSOCIATION IN THE MANNER DESCRIBED IN SECTION 5.14 OF THE PROJECT DECLARATION.**

d. Other Restrictions. Purchaser also acknowledges that Purchaser shall be subject to all other instruments and documents properly recorded in the Eagle County Records which concern and restrict the use, occupancy, and maintenance of the Units and the Project.

e. Disclosure Documents. By signing this Agreement, Purchaser acknowledges receipt of and has reviewed and accepts the contents of the Project Association Documents and the Master Association Documents.

11. Closing.

a. Closing Date; Procedures. The Closing shall occur on **December 3, 2025** in Eagle County, Colorado. The Closing will be accomplished by an exchange of the required documents as facilitated by the Title Company. Purchaser understands that Seller is not required to reschedule or to permit a delay in Closing and in no event shall the Closing occur later than December 8, 2025. At the Closing, the parties shall take the following actions:

- i. Seller shall deliver to Purchaser an executed and acknowledged general warranty deed to the Units, subject to statutory exceptions as defined in C.R.S. 38-30-113(5)(a);
- ii. Seller shall convey title to the personal property and fixtures installed within the Units by a bill of sale;
- iii. Purchaser shall pay the balance of the Purchase Price, less the Earnest Money Deposit and the Offset, as required by Section 4 above, and the other charges and fees described in this Agreement to be paid at Closing; and
- iv. Purchaser and Seller shall execute and deliver such other documents and take such other actions as may be necessary to accomplish the Closing and carry out their obligations under this Agreement.

b. Closing Costs. Pursuant to Section 5.9.4.1 of the Master Declaration, no transfer assessment is owed to the Master Association on account of the transaction contemplated by this Agreement. No payment of any transfer assessments or taxes are owed to the Town Association on account of the transaction contemplated by this Agreement. Purchaser agrees to pay all fees and payment obligations required of Purchaser's lender, if any, and the documentary fee on the deed conveying the Units and the fee for recording that deed. Seller and Purchaser agree to pay all other costs associated with the Closing which are customarily paid by sellers and purchasers in similar transactions in Eagle County, Colorado, including, without limitation, one-half of the Title Company's closing fee.

c. Conditions of Closing. Seller's obligation to sell and convey, and Purchaser's obligation to purchase and pay for, the Units are contingent on the complete performance of (a) an agreement to be entered by and between Purchaser and Abrika, amending that certain Annexation and Development Agreement between Purchaser and Abrika recorded on May 30, 2014, at Reception No. 201408816 and the waiver and release of related claims in the form attached hereto as Exhibit D (the "**ADA Amendment**"), as well as (b) an escrow agreement to be entered by and between Purchaser, Seller, and Abrika (the "**Escrow Agreement**"), pursuant to which both the Offset and executed ADA Amendment will be deposited with the Title Company pending the Closing under this Agreement.

- i. If Abrika fails to perform its obligations under the ADA Amendment or Escrow Agreement, this Agreement shall automatically terminate, and the Earnest Money Deposit shall be returned to Purchaser without interest.
- ii. If Purchaser fails to enter into the ADA Amendment or Escrow Agreement, such failure shall be deemed a default of Purchaser of this Agreement subject to Section 15.b. below.

12. Adjustments. The following items shall be adjusted as of the date of Closing:

a. Taxes and Assessments. Real property taxes and assessments for the year of Closing, based upon the most current assessment and levy, and all assessments or charges imposed on the Project or the Units by any governmental, quasi-governmental or private entity, including, without limitation, the Project Association, the Master Association, and any metropolitan or special districts to which the Project is subject, shall be apportioned to the date of Closing. If real property taxes have not been assessed specifically to the Units in such prior year, Seller may reasonably estimate the amount of such taxes attributable to the Unit, which estimate shall be apportioned to the date of Closing and shall be considered a final settlement.

b. Working Capital Fund. At Closing, Purchaser shall pay to the Project Association and to the Master Association each an amount equal to three (3) months' regular assessments, as determined in accordance with the Project Declaration, such sum to be part of the working capital fund for the Project Association and the Master Association.

13. Possession. Purchaser will have possession of the Units upon completion of the Closing. After Purchaser takes possession, portions or phases of the Project may remain uncompleted. Seller and its agents, contractors, and employees will have the right to enter on the Project as necessary to complete the Project, and Purchaser acknowledges that construction activities may take place on the site after Purchaser takes possession of the Units. Seller and its agents, contractors and employees will take reasonable measures relative to the safety of Purchaser and Purchaser's lessees, guests and invitees. Purchaser acknowledges that Purchaser's possession will constitute Purchaser's agreement that Purchaser, Purchaser's invitees will remain outside of any fenced or posted construction areas and any other areas in which work is being performed pending completion of the Project. The terms and covenants of this Section 13 will survive the Closing. Further, the terms and covenants of this Section 13 are supplemental to and are not substituted for the covenants, conditions, and restrictions set forth in the Project Declaration and/or the Master Declaration.

14. Brokers. Each party represents to the other that no real estate broker other than Scott Schlosser and Harrison Sanchez of Coldwell Banker Distinctive Properties (the "**Broker**") has any claim for compensation or expenses as a result of this transaction and each party shall indemnify the other against any claims for commissions or other compensation by any other broker or finder with whom the indemnifying party has dealt. Seller agrees to compensate the Broker for services rendered in this transaction. Purchaser, by signing this Agreement, acknowledges prior, timely receipt of notice that the Broker and its agents are agents of Seller, unless such agency relationship is modified by an addendum to this Agreement. The Broker is not a party to this Agreement, and the joinder of Broker is not required to amend or terminate this Agreement.

15. Performance; Default; Cross Default.

a. Time is of the Essence. Time is of the essence with regard to the performance of the obligations of Seller and Purchaser under this Agreement. If the date for any such performance falls on a Saturday, Sunday, or banking holiday, the date of performance shall be extended to the next regular business weekday.

b. Default by Purchaser Before Closing. If Purchaser is in material default in the performance of its obligations under this Agreement before Closing (including, without limitation, for failure to timely close pursuant to Section 11.a), Seller's sole remedy shall be to terminate this Agreement. In that event, Seller shall be entitled to retain the Earnest Money Deposit and any interest thereon as liquidated damages. Purchaser and Seller each desire to provide for liquidated damages and agree that if Purchaser is in material default of Purchaser's obligations under this Agreement beyond any period of time provided in this Agreement to cure before Closing, it will be difficult to determine Seller's damages, which include (without limitation) the lost opportunity of selling the Units to another purchaser while it was under contract to Purchaser. Consequently, the parties agree that the liquidated damages provided in this Agreement are a fair and reasonable estimate of Seller's damages. No delay or failure of Seller in the exercise of any right or remedy provided for hereunder shall be deemed a waiver of the right by Seller, and no exercise or partial exercise or waiver of any right or remedy shall be deemed a waiver of any further exercise of such right or remedy or of any other right or remedy that Seller may have. The foregoing limitations on Seller's remedies shall not apply in the event of a default by Purchaser arising from Purchaser's recording of this Agreement (or a memorandum or notice of it) in violation of Section 19 below.

c. Default by Seller Before Closing. If Seller is in material default under this Agreement before Closing (including, without limitation, for failure to timely close) and if, within five (5) days after receipt from Purchaser of written notice of the default, Seller fails to commence the steps necessary to cure the default and to complete the cure within a reasonable time, and if Purchaser is in compliance with all its obligations under this Agreement, then as Purchaser's sole remedy, Purchaser may terminate this Agreement, in which event Purchaser shall be entitled to a return of the Earnest Money Deposit paid by Purchaser plus interest in the amount of 5% of the Earnest Money Deposit. A default of Seller under this Agreement shall not constitute a breach of the the ADA Amendment.

d. Default After Closing. In the event of a default by either party arising after Closing, the non-defaulting party shall have all rights and remedies permitted by law, subject to the express limitations set forth in other provisions of this Agreement, including, without limitation, the Mandatory Alternative Dispute Resolution Procedures described in Section 15.f below. Claims or demands shall be made within a reasonable time after any dispute has arisen, and in no event shall be made after the date when institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations or statute of repose.

e. Effect of Closing. Upon conveyance of the Units and completion of the Closing, Seller and Purchaser shall be released from their respective obligations under this Agreement except those that, by their express terms, survive Closing.

f. **IMPORTANT NOTICE: Mandatory Alternative Dispute Resolution.** Seller and Purchaser agree to be bound by the Alternative Dispute Resolution Procedures set forth in Article 16 of the Project Declaration, which Purchaser has reviewed and accepted pursuant to Section 10.e above (the "Procedures"). (Seller is referred to as "Declarant" and Purchaser as an "Owner" in the Procedures.) The Procedures shall govern all Disputes (as defined therein) between Seller and Purchaser in the manner set forth in the Procedures, which Purchaser acknowledges and agrees contain, among other matters, the requirement of binding arbitration.

16. Risk of Loss; Insurance; Casualty.

a. Allocation of Risk. Seller shall bear the risk of loss to the Units until Closing. After Closing, Purchaser shall bear all such risk of loss.

b. Termination Following Casualty. If casualty by fire or otherwise occurring prior to Closing damages more than twenty percent (20%) of the Building in which either Unit is located or more than thirty percent (30%) of either Unit, then Seller shall have the right to terminate this Agreement by giving notice to Purchaser within twenty (20) days after the date of determination of the percentage of damage. With any such notice, Seller shall return to Purchaser the Earnest Money Deposit paid by Purchaser (without interest), Purchaser acknowledging that Purchaser shall have no other remedy for Seller's failure to proceed to Closing because of such damage, and the parties shall be released from all other obligations under this Agreement. If (i) the casualty damage exceeds the percentage limitations set forth above, and if Seller does not give Purchaser notice of Seller's intent to terminate this Agreement within twenty (20) days as provided above, or (ii) the casualty damage does not exceed such percentage limitations set forth above, then in either case, Seller shall repair the damage and rebuild the Unit as soon as reasonably practicable, and the Closing shall be delayed as necessary to allow the completion of such repair and rebuilding work. The Architect who designed the Project shall be the sole party responsible for determining the percentage of damages for purposes of this Section.

c. Eminent Domain. No taking by eminent domain of a portion of the Project that does not substantially interfere with or diminish the practical enjoyment and use by Purchaser of the Units shall be deemed grounds for termination of this Agreement. In the event, however, that a taking by eminent domain results in a taking of a portion of the Units or a portion of the Project that diminishes the practical enjoyment and use of the Units prior to the date of Closing, this Agreement shall be deemed to have automatically terminated, in which event the Earnest Money Deposit and all other amounts paid to Seller in connection with this Agreement shall be returned to Purchaser, and neither party shall have any further obligations under this Agreement. Notwithstanding the foregoing, Purchaser may independently assert any separate claims against the condemning authority.

17. Notices.

a. Form. All notices or deliveries required under this Agreement shall be delivered by email transmittal to the email address for Purchaser or Seller set forth under their signatures below, and include a copy to the Town's attorney, Richard Peterson-Cremer at rjp@mountainlawfirm.com for notices to Purchaser. All notices so given shall be considered effective upon delivery. Either party may change the email address to which future notices shall be sent by notice given in accordance with this Section. Either party's agent or attorney may send notices at the direction of and in place of the sending party.

18. Purchaser Assignment. This Agreement is personal to Purchaser, and Purchaser may not assign this Agreement without the prior written consent of Seller. Any purported attempted assignment of this Agreement without Seller's written consent, shall be voidable at Seller's option. Seller's refusal to consent to an assignment of this Agreement shall not entitle Purchaser to terminate this Agreement or give Purchaser any rights or claims for damages against Seller.

19. Prohibition Against Recording. Neither this Agreement nor any memorandum or notice of it shall be recorded. If Purchaser violates this restriction, the event of recording shall be considered a material default by Purchaser, and Seller shall have all remedies available to it as a result of such default, including, without limitation, terminating this Agreement and retaining the Earnest Money Deposit, and bringing an action for damages and/or equitable relief. The recording of this Agreement or any memorandum or notice of it shall not be considered for any purpose as constituting a cloud or defect upon the marketability of Seller's title to the Units or any other property comprising the Project or adjacent to or in the vicinity to the Project.

20. Representations, Warranties and Understandings of Purchaser.

a. No Representations. NO BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN ANY WRITING PROVIDED BY SELLER, AND IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS SHALL NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY SELLER. PURCHASER ACKNOWLEDGES AND HEREBY REPRESENTS THAT NEITHER SELLER, NOR ANY BROKER FOR SELLER, NOR ANY OF THEIR AFFILIATES, EMPLOYEES, AGENTS, BROKERS OR SALES AGENTS HAVE REPRESENTED OR OFFERED THE UNITS AS AN INVESTMENT OPPORTUNITY FOR APPRECIATION OF VALUE OR AS A MEANS OF OBTAINING INCOME. PURCHASER ALSO ACKNOWLEDGES THAT NEITHER SELLER NOR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, BROKERS OR SALES AGENTS HAVE DISCUSSED OR MADE ANY REPRESENTATIONS AS TO THE RESALE, RENTAL OR OTHER INCOME FROM THE UNITS OR AS TO ANY OTHER ECONOMIC OR TAX BENEFIT.

b. Restrictions on Leasing; Prohibition on Timesharing and Clubs. PURCHASER ACKNOWLEDGES AND AGREES THAT THE DEED RESTRICTIONS ATTACHED AS EXHIBIT A RESTRICT THE RENTAL OF THE UNITS. Purchaser further acknowledges and agrees that Section 10.2 of the Project Declaration contains certain limitations and requirements on Purchaser's rental and leasing activities, including, without limitation, a prohibition against the use of the Units under a timeshare, fractional ownership, interval exchange or other membership plan or arrangement defined in the Project Declaration as an "Occupancy Plan".

c. Project Association Access to Unit. Purchaser acknowledges and accepts that the Project Declaration contains certain easements to the benefit of the Project Association allowing the Project Association access to and through the Units in connection with the maintenance of its areas of responsibility.

d. Seller Solely Responsible for Obligations. Seller may have common or related ownership and/or management with Abrika. However, Seller is a separate, single-purpose entity that is solely responsible for all of its obligations and liabilities, and it is not the agent of Abrika or any other entity. Any obligation or liability of Seller shall be satisfied solely from the assets of Seller.

e. Master Association. Purchaser acknowledges that the Master Association is responsible for the management, maintenance and operation of Common Areas, as the same are defined in the Master Declaration, within Haymeadow. Purchaser acknowledges that the Master Association is not charged with any specific responsibility within the Project, including, without limitation, the responsibility for any maintenance of Common Elements (as defined in the Project Declaration), which shall be the responsibility of the Project Association in the manner described in the Project Declaration unless and until the Project Association and Master Association enter into a future agreement governing same. However, the Master Association does have rights related to enforcement of community appearance and standards that may be exercised with respect to the Project and the Unit.

f. Haymeadow Metropolitan District No. 1. Purchaser acknowledges that the Project is located within the boundaries of the Haymeadow Metropolitan District No. 1 (the "**District**"). Eligible electors and property owners within the boundaries of the District previously authorized the District to impose property tax levies and facilities fees and to issue bonds in amounts sufficient to construct or purchase certain improvements within Haymeadow. No additional eligible elector or property owner approvals are required prior to such imposition of property tax levies or the issuance of debt within

previously approved amounts within the Project. Further, Purchaser acknowledges that the District has issued debt with a par value of \$13,250,000 and intends to issue more debt in the future pursuant to such previously approved authorizations, which will be used to repay funds advanced to it to complete infrastructure, and to pay for other infrastructure and proper expenses of the District. Subject to applicable laws, regardless of whether a property owner was a property owner as of the date that the initial authorization was given to impose property tax levies or issue the bonds, such property owner will be responsible for the payment of taxes that are levied for the purpose of repaying such bonds issued by the District.

g. Incomplete Development. Purchaser acknowledges and recognizes that because Purchaser will be purchasing the Units during a period in which construction is or will be occurring and that the Units may be completed prior to the completion of other units in the Project and other developments in the vicinity of the Project, there may be certain inconveniences until construction is completed, and Purchaser waives all claims with respect thereto. Purchaser agrees that if Purchaser, Purchaser's family, guests, employees, contractors, agents, or invitees enter onto any area of construction, they do so at their own risk, and neither Seller, nor Seller's contractors, if any, agents or employees shall be liable for any damage, loss or injury to such persons. Substantial construction-related activities relating to the development of the Project or other projects in the vicinity may cause considerable noise, dust and other inconveniences to the Purchaser and other owners within the Project. These activities may include, without limitation: (i) construction traffic (including, without limitation, construction vehicles, equipment, and vehicles used or owned by Seller or its affiliates and any of their respective construction contractors, or their employees) traveling on the roads, drives and parking areas serving the Project; and (ii) construction activities (including, without limitation, completion of site work and the construction of improvements). Purchaser agrees that Purchaser will not have the right to rescind this Agreement or to claim any breach of this Agreement on account of the existence or occurrence of such construction activities and such impacts and disturbances.

h. Other Property Uses Within Haymeadow. Purchaser acknowledges that other properties located in the vicinity of the Project within Haymeadow may be developed pursuant to the land uses and restrictions set forth in the Planned Unit Development documentation for Haymeadow, with no representation being made herein concerning the planned uses of such other properties. Purchaser acknowledges that the zoning for the Project Property is located and for other properties in the vicinity of the Project within Haymeadow is established and governed by such Planned Unit Development documentation. Any amendment of such documentation requires approval by the Town. By executing this Agreement, Purchaser has not relied upon any statements or representations regarding the Project or any other properties, including, without limitation, any representations made by Seller, except for the statements and representations expressly set forth in this Agreement and the Planned Unit Development documentation for Haymeadow.

i. Future Adjacent Development. Purchaser acknowledges that nearby properties, located adjacent to the Project, contemplate additional development, and that possible developments or redevelopments within the vicinity of the Project and Haymeadow, may occur. Such developments or redevelopments may impact views from the Units and/or the Project and may create other impacts and nuisances. Purchaser further acknowledges that the development plans currently contemplated for such projects may change. Purchaser is advised to review the applicable PUDs and to inquire with the Town if concerns exist regarding future development within such areas and their related heights or other impacts.

j. Nuisance Disclaimer. Purchaser hereby acknowledges that living in a multi-story building entails living very close to other persons, traffic and public transportation and uses with attendant

limitations on solitude and privacy. Walls, floors and ceilings have been designed to meet applicable building codes. However, in a multi-story building, Purchaser will hear noise from adjacent units within the Project, including but not limited to, noise from showers, bathtubs, sinks, toilets or other sources of running water and/or plumbing fixtures. Also, Purchaser may hear noise from such items as recreational activities, indoor and outdoor concerts, and activities held within the Project or on other property adjacent to the Project, vacuum cleaners, stereos, televisions, or people running, walking, exercising and socializing. Purchaser can expect to experience unpredictable levels of sound, light, music, noise, odors, vibrations, traffic congestion and other nuisances from the Project and from other uses and developments in the vicinity of the Project, including, without limitation, from concrete and hardwood surfaces. Purchaser may also experience light entering the Units from lights located in close proximity to the windows and doors of the Unit. Purchaser hereby releases Seller from any and all claims arising from or relating to the presence of noises, odors, and vibrations from the Project and from other uses and development in the vicinity of the Project; from adjacent units within the Project; and light in and about the Project and the Unit; and the appearance of signage that from time to time may be erected. The foregoing impacts and nuisances shall not constitute an interference or disruption to the use and quiet enjoyment of the Unit. Notwithstanding the foregoing, this Section 20.k. shall not affect Purchaser's rights under the Limited Warranty or under Colorado law with regard to construction defects.

k. Window Coverings. To ensure a consistent exterior appearance for all Condominium Units in the Project, all window coverings as seen from outside of the Units or the Building(s) must be the color and material specified in the Association's rules and regulations. All window coverings must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged or otherwise unsightly in the opinion of the Executive Board. The Executive Board will adopt rules and regulations requiring specific window coverings as the approved window coverings for all Condominium Units and/or otherwise regulating window coverings and their appearance.

l. Windows and Glass Doors. No windows or glass doors within the Units may have any reflective or tinted substance placed on them. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.

m. No View Easement. Notwithstanding any representation made to Purchaser to the contrary by Seller, any real estate agency or any agent, employee or representative of Seller, or any other person, and by signing this Agreement, Purchaser acknowledges and agrees, there is no easement or other right, express or implied, for the benefit of Purchaser or the Units for light, view or air included in or created by this Agreement, the Project Declaration, the Master Declaration, or as result of Purchaser owning the Unit. Purchaser acknowledges that it has in no way relied upon any statements or representations as to the location, height, design, dimensions or other elements of any development in the vicinity of the Project in connection with Purchaser's purchase of the Unit. Any such elements depicted on models or other renderings cannot be relied upon as accurate.

n. No Smoking. Purchaser acknowledges that smoking is strictly limited within the Project in the manner set forth in the Project Declaration and the rules and regulations of the Project Association.

o. Materials. Purchaser acknowledges that certain exterior improvements, such as those on terraces and balconies, may "hum" in windy conditions. Purchaser acknowledges that such noises shall not constitute an interference or disruption to the use and quiet enjoyment of the Unit. Purchaser also acknowledges that (a) hardwood floors and other wood products in the Unit, if any, are (or will be) constructed of natural materials that may fade, cup, crack, shrink, separate or warp, (b) hardwood or

engineered product floors, if applicable, are (or may be) floating assemblies and will move, shrink or shift based on humidity levels, which may cause gaps in the floor planks, and (c) the floor structure of the Units is (or will be) constructed of timber and concrete, which, in order to protect the structural integrity of the building cannot be penetrated without the prior written consent of the Executive Board. Further, Purchaser understands that certain features, items and equipment (including, without limitation, paint, tile, stone and/or mechanical equipment) are subject to change or variation naturally or by the manufacturer and may vary from those depicted in the Plans and Specifications or any marketing materials of Seller. Noise transference is greater for wood floors than for carpeted floors.

p. Grilling; Patio Furniture. Purchaser acknowledges that grills, hot tubs, patio furniture and the balcony, patio and terrace areas of the Units are or may be regulated by the Project Declaration and the rules and regulations of the Project Association.

q. Radon Gas. The Colorado Department of Health and the United States Environmental Protection Agency (the "EPA") have detected elevated levels of naturally occurring radon gas in certain residential structures throughout the State of Colorado. The EPA has voiced concerns about the possible adverse effects to human health from the long-term exposure to high levels of radon gas. Prior to Closing, Purchaser and Purchaser's designee may at Purchaser's option and Purchaser's expense perform a radon test for the Unit. If the results of any test indicate levels of radon in excess of 4.0 picocuries per liter, Seller shall mitigate the radon at its expense to levels below 4.0 picocuries per liter prior to Closing. Purchaser is hereby advised that the Seller is not qualified and has not undertaken to evaluate all aspects of this issue and that Seller has made no representation or warranty, express or implied, concerning the presence or absence of radon in the soils at or adjacent to the Project or the Unit. Purchaser hereby (i) acknowledges that it has read the foregoing disclosure and fully understands its content, and (ii) to the fullest extent permitted by law, for itself, its heirs, administrators, executors, successors and assigns, releases Seller from any and all liability with respect to the matters discussed in this paragraph, so long as any radon found in the Units is mitigated as set forth herein.

r. Mountain Conditions. Ownership of real property in mountain areas involves certain inherent inconveniences. These include, but are not limited to, (a) dripping water onto decks and porches from snow melt, (b) snow and ice build-up on roofs, decks and porches during winter months, and the need to remove snow and ice to prevent leaking or damage to these structures, (c) the need to maintain the internal temperature of the Property at a minimum temperature of 60 degrees in order to prevent broken pipes, and (d) other inconveniences arising from the sometimes severe winter conditions in the Rocky Mountains.

s. Condensation. In the event of cold outside air temperatures and/or high humidity inside the Unit, condensation and/or frost and ice may form on the aluminum frame and/or glass. Purchaser acknowledges the responsibility to maintain Unit humidity within levels specified by the warranty materials provided to Purchaser, and that Seller is not responsible for any damage to the Units or to personal items in the Units, including, but not limited to, hardwood flooring or other flooring material or gypsum drywall, which may occur due to condensation resulting from high humidity levels.

t. Mold. Fungi, mold, toxic mold, mycotoxins, microbial volatile, dust mites, mildew, organic compounds and other micro-organisms (collectively, "**Mold**") naturally occur in soil, water, plants and air. Mold may be present in varying quantities within any indoor environment, including the Units and Common Elements, and may be present on the materials used in the Units. Mold is a known allergen which can cause respiratory problems in some people and aggravate asthma symptoms. According to the EPA, other health effects may be linked to toxic mold, including immune system suppression, acute

or chronic liver or central nervous system damage, endocrine effects, and cancer, based on case reports and occupational studies. Purchaser is hereby advised that the Seller is not qualified and has not undertaken to evaluate all aspects of this issue. Prior to Closing, the correction or mitigation of any Mold in fact existing in the Units shall be the sole responsibility of Seller. Subsequent to Closing, Purchaser assumes all responsibility for the maintenance of the Units necessary to keep the Units free, to the greatest extent possible, from Mold and other indoor environmental contaminants. Purchaser hereby (i) acknowledges that it has read the foregoing disclosure and fully understands its content and (ii) to the fullest extent permitted by law, for itself, its heirs, administrators, executors, successors, and assigns, releases Seller from any and all liability with respect to the matters discussed in this paragraph. Notwithstanding the foregoing, this Section 20.t. shall not affect Purchaser's rights under the Limited Warranty or under Colorado law with regard to mold occurring in the Units as a result of a construction defect.

u. Materiality. Purchaser acknowledges and agrees that the disclaimers contained in this Section 20 are material to Seller entering into the Agreement and, as such, Purchaser specifically acknowledges Purchaser's awareness of each disclosure and agrees to advise any subsequent purchaser of the Units of same. Purchaser agrees that neither Purchaser nor anyone acting on behalf of Purchaser shall make any conflicting representations with respect to such matters.

v. Insurance. Purchaser acknowledges that the Project Declaration sets forth the insurance coverage responsibilities governing the Project and accepts same.

w. Survival. The provisions of this Section 20 shall survive Closing.

21. Required Disclosures.

a. Potable Water Source. **THE SOURCE OF POTABLE WATER FOR THE UNITS IS A WATER PROVIDER, WHICH CAN BE CONTACTED AS FOLLOWS:**

Town of Eagle
200 Broadway
P. O. Box 609
Eagle, Colorado 81631
970-328-6354
<https://www.townofeagle.org/414/Town-Utilities>

NOTE TO PURCHASER: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NON-RENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

b. Carbon Monoxide Alarms. IN ACCORDANCE WITH COLO. REV. STAT. § 38-45-102, SELLER ASSURES PURCHASER THAT AN OPERATIONAL CARBON MONOXIDE ALARM IS INSTALLED WITHIN FIFTEEN FEET OF THE ENTRANCE TO EACH ROOM LAWFULLY USED FOR SLEEPING PURPOSES OR IN A LOCATION AS SPECIFIED IN ANY BUILDING CODE ADOPTED BY THE STATE OR ANY LOCAL GOVERNMENT ENTITY.

c. RESPA Disclosure. As required by the Real Estate Settlement Procedures Act of 1974, Purchaser acknowledges that Seller has not directly or indirectly required Purchaser, as a condition of sale, to purchase either a fee owner's or mortgagee's title insurance policy from any particular title

company. If Purchaser does not wish Seller to purchase the Title Insurance Policy from the Title Company as provided in this Agreement, Purchaser may elect to obtain such title insurance from a title company of his or her choice and shall pay, at Closing, that portion, if any, of the Title Insurance Policy premium in excess of what the premium would have been if Purchaser had accepted the Title Insurance Policy offered by Seller.

d. Colorado Common Community Disclosure: **THE UNITS ARE LOCATED WITHIN COMMON INTEREST COMMUNITIES AND IS SUBJECT TO THE PROJECT DECLARATION AND THE MASTER DECLARATION COMPRISING SUCH COMMUNITIES. THE OWNER OF THE UNITS WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' PROJECT ASSOCIATIONS FOR THE COMMUNITIES AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE PROJECT ASSOCIATION AND THE MASTER ASSOCIATION. THE PROJECT DECLARATION AND THE MASTER DECLARATION AND THEIR RESPECTIVE BYLAWS, POLICIES AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE UNITS, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE PROJECT ASSOCIATION AND OF THE MASTER ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE PROJECT ASSOCIATION OR MASTER ASSOCIATION COULD PLACE A LIEN ON THE UNITS AND POSSIBLY SELL IT TO PAY THE DEBT. THE PROJECT DECLARATION AND MASTER DECLARATION AND THEIR RESPECTIVE BYLAWS, POLICIES AND RULES AND REGULATIONS MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE UNITS OR RELATED LIMITED COMMON ELEMENTS WITHOUT AN ARCHITECTURAL REVIEW BY THE PROJECT ASSOCIATION AND/OR THE MASTER ASSOCIATION (OR BY A COMMITTEE THEREOF) AND THE APPROVAL OF THE PROJECT ASSOCIATION, MASTER ASSOCIATION OR COMMITTEE. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITIES SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE PROJECT ASSOCIATION AND MASTER ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE PROJECT DECLARATION AND MASTER DECLARATION AND THEIR RESPECTIVE BYLAWS, POLICIES AND RULES AND REGULATIONS.**

e. Special District Acknowledgment. By executing this Agreement Purchaser acknowledges the following:

SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. PURCHASER SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROJECT PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROJECT PROPERTY, AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

f. Insulation of Premises. Seller and Purchaser hereby acknowledge pursuant to Section 460.16 of the Federal Trade Commission Regulations regarding labeling and advertising of home insulation, that the types, thicknesses and R-Values of insulation presently anticipated to be installed in the Units at the time of Closing shall be as set forth below:

Insulation Disclosure Table				
Area Insulated	Assembly Name	Exterior Insulation	Rigid Cavity Insulation	R-Value
<i>Exterior Wall</i>	TYPE 36	N/A	5.5" BATT INSULATION	20
<i>Exterior Roof / Floor</i>		N/A	16" FIBERGLASS BATT INSULATION	60
<i>Interior Assemblies</i>				
Unit Floor / Ceiling		N/A	3" MIN MATT INSULATION	10.5
Unit Demising Wall	TYPE 1	N/A	3" MIN BATT INSULATION	10.5
Unit Corridor Wall	TYPE 1	N/A	3" MIN BATT INSULATION	10.5

The "R-Value" indicates the resistance of insulation to heat flow. The higher the R-Value, the greater the insulating power. Seller has not made its own independent determination of the R-Value data provided to Seller by the insulation manufacturer.

g. Important Notice Regarding Soils Condition. Purchaser acknowledges that it has been advised by Seller and understands, that the soils within the State of Colorado consist of both expansive soils and low-density soils which will adversely affect the integrity of the Units if not properly maintained, and may cause concrete flatwork and paving to crack or heave due to settling, expansion and contraction.

h. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, AND SELLER HEREBY SPECIFICALLY DISCLAIMS, ANY WARRANTY OR REPRESENTATION CONCERNING ANY GEOLOGICAL OR ENVIRONMENTAL MATTERS PERTAINING TO THE PROJECT OR THE LAND UNDERLYING THE PROJECT.

i. Surface Estate Disclosure. **THE SURFACE ESTATE OF THE PROJECT PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND TRANSFER OF THE SURFACE ESTATE MAY NOT INCLUDE TRANSFER OF THE MINERAL ESTATE. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OR OTHER MINERALS UNDER THE SURFACE, AND THEY MAY ENTER AND USE THE SURFACE ESTATE TO ACCESS THE MINERAL ESTATE.**

THE USE OF THE SURFACE ESTATE TO ACCESS THE MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

THE OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THIS PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING

WELLS, REWORKING OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING FACILITIES.

THE PURCHASER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THIS PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

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

23. Miscellaneous.

a. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Purchaser and Seller and their respective heirs, personal representatives, successors and permitted assigns, as applicable.

b. Reporting of Transaction. The Title Company or Seller shall prepare promptly after the Closing, a Form 1099-B with the Internal Revenue Service, if applicable under Section 6045(e)(2) of the Internal Revenue Code, as amended.

The Title Company will also prepare the real property transfer Project Declaration required under Colo. Rev. Stat. §39-14-102, as amended from time to time.

c. Entire Agreement. This Agreement, together with any exhibits or documents referred to in or supplied pursuant to the terms of this Agreement (all of which are incorporated in this Agreement by this reference), contains the entire agreement between the parties and supersedes any and all prior oral representations, covenants, understandings or other agreements between the parties or their agents. Purchaser acknowledges that Purchaser has not relied upon any statement or representations regarding the development of the Project, including, without limitation, any statements or representations made by Seller or any agent or employee of Seller, except for those statements and representations expressly set forth in this Agreement and the exhibits and documents incorporated herein. This Agreement may not be modified in any matter except by an instrument in writing signed by all parties. The provisions of this Section 22.c shall survive Closing.

d. Survival of Representations, Warranties and Covenants. All representations, warranties and covenants set forth herein shall survive the Closing.

e. Section Headings. The Section headings are inserted only for convenient reference and do not define, limit or prescribe the scope of this Agreement.

f. Construction of Agreement. It is Purchaser and Seller's mutual desire and intention that all provisions of this Agreement be given full effect and be enforceable strictly in accordance with their terms. If, however, any part of this Agreement is not enforceable in accordance with its terms or would render other parts of this Agreement in its entirety unenforceable, the unenforceable part or parts are to be judicially modified, if at all possible, to come as close as possible to the expressed intent of such part or parts and still be enforceable without jeopardy to other parts of this Agreement, or this Agreement in its

entirety, and then are to be enforced as so modified. If the unenforceable part or parts cannot be so modified, such specific part or parts shall be considered null and void in order that the mutual paramount goal that this Agreement be enforced to the maximum extent possible strictly in accordance with its terms can be achieved. Without limiting the generality of the foregoing, under no circumstances shall either Purchaser or Seller have the right to terminate this Agreement or rescind the sale solely by reason of the inclusion of certain language in this Agreement, unless the specific purpose of that language is to grant a right of termination.

g. Governing Law; Venue. This Agreement shall be construed under the provisions of Colorado law, without regard to its conflicts of laws principles. Any and all claims, disputes or controversies related to this Agreement, or breach thereof, shall be litigated in the District Court for Eagle County, Colorado, which shall be the sole and exclusive forum for such litigation.

h. Number and Gender. The term "Purchaser" in this Agreement, or any pronoun used in place of that term, shall include the masculine, feminine, singular, plural, individuals, partnerships or corporations where applicable.

i. Severability. If any terms, covenants, or provisions of this Agreement shall be illegal or unenforceable for any reason, the same shall not invalidate any other term, covenants, or provisions, and all of the remaining terms, covenants, and provisions shall remain in full force and effect.

j. Exhibits. All exhibits referenced in this Agreement and attached hereto shall be deemed incorporated into this Agreement by such reference.

k. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, which, taken together, shall constitute the agreement of Seller and Purchaser. This Agreement and its signatures may be transmitted by electronic means and all parties agree it shall be a legal, binding agreement.

l. Attorneys' Fees and Costs. In the event of any litigation between the parties concerning this Agreement and the enforcement of this Agreement, the prevailing party shall be awarded all its costs and expenses relating to such action, including, but not limited to, court costs and reasonable attorney's fees incurred by the prevailing party at trial and upon appeal. The parties agree that before commencing any legal action relating to a dispute regarding this Agreement or the Property against the other party, the dispute shall be submitted in good faith to mediation in Eagle County. The parties to the mediation shall share equally the cost of the mediation and bear their own respective attorney fees. If the parties cannot agree on a mediator, the mediator shall be selected from the mediators of Judicial Arbitrator Group.

[signature page follows]

The parties hereby EXECUTE this Purchase and Sale Agreement on the dates shown below.

SELLER:

7 HERMIT CONDOS, LLC, A COLORADO LIMITED LIABILITY COMPANY

Brandon Cohen, Manager

Date: _____

Email: _____

PURCHASER:

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

_____, Acting Town Clerk

Date: _____

Email: _____

List of Exhibits

- Exhibit A – Deed Restrictions
- Exhibit B – Memorandum of Acceptance of Deed Restrictions
- Exhibit C – Permitted Exceptions
- Exhibit D – ADA Amendment

EXHIBIT A

Deed Restrictions

DEED RESTRICTION AGREEMENT
(7 Hermits Condominiums – Price-Capped For-Sale Units)

THIS DEED RESTRICTION AGREEMENT (the "Agreement") is entered into this ____ day of _____, 202_ (the "Effective Date") by and between the Town of Eagle, Colorado, a Colorado municipal corporation with an address of P.O. Box 609, Eagle, CO 81631 (the "Town"), and 7 Hermit Condos, LLC, a Colorado limited liability company with an address of 8250 SW 27th Avenue, Ocala, FL 34476 ("Developer") (each a "Party" and collectively the "Parties").

WHEREAS, Developer owns the real property more particularly described as Unit A-102, 7 Hermits Condominiums, according to the Condominium Declaration thereof recorded at Reception No. 202407594, First Amendment thereto Recorded at Reception No. 202408974, First Supplement thereto recorded August 8, 2024 at Reception No. 202409965, Second Supplement thereto recorded September 26, 2024 at Reception No. 202411333, Third Supplement thereto recorded October 4, 2024 at Reception No. 202411925, Fourth Supplement thereto recorded October 28, 2024 at Reception No. 202413139, Second Amendment thereto recorded October 31, 2024 under Reception No. 202413312, and Fifth Supplement thereto recorded _December 12, 2024 at Reception No. 202415180, as further amended and supplemented from time to time; and the Condominium Map thereof Recorded at Reception No. 202407593, as supplemented by Filing 2 thereof, recorded August 28, 2024 at Reception No. 202409966, and Filing 3 thereof recorded September 26, 2024 under Reception No. 202411332, and Filing 4 thereof recorded October 4, 2024 under Reception No. 202411924, and Filing 5 thereof recorded October 28, 2024 under Reception No. 202413140, and Filing 6 thereof recorded December 12, 2024 under Reception No. 202415179, as further supplemented and amended from time to time, County of Eagle, State of Colorado (the "Property");

WHEREAS, the Parties desire to permanently restrict the occupancy and use of the Property.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

a. *Eagle County Business* means a business with a Principal Place of Business in Eagle County, Colorado that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business.

b. *Maximum Sales Price* means an Owner's purchase price, plus an increase of 3% of such price per year from the date of purchase to the date of the execution of a sales listing contract by an Owner. A partial year may be prorated at the rate of 0.25% per month. The Maximum Sales Price may also be increased by the amount of any Permitted Capital Improvements, provided that such increase shall not exceed 10% of the initial purchase price of the Property, except that for every 10-year period from the date of the original purchase and

Agreement, another 10% of the purchase price may be added for Permitted Capital Improvements. Permitted Capital Improvements shall qualify for inclusion within the calculation of Maximum Sales Price if the Owner furnishes the Town with the following information:

- i. Original or duplicate receipts to verify the actual costs expended by the Owner for the Permitted Capital Improvements;
 - ii. Affidavit verifying the receipts are valid and correct receipts tendered at the time of purchase;
 - iii. True and correct copies of any building permit or certificate of occupancy required to be issued by the Town for the Permitted Capital Improvements; and
 - iv. The Permitted Capital Improvements comply with **Exhibit A**, attached hereto and incorporated herein by this reference.
- c. *Non-Qualified Owner* means any Owner other than a Qualified Owner.
- d. *Owner* means any individual who acquires an ownership interest in the Property.
- e. *Permitted Capital Improvements* means those improvements to the Property described in **Exhibit A**.
- f. *Principal Place of Business* means the physical address (not a P.O. Box) of a business, company, corporation or similar entity, as indicated in the entity's corporate documents.
- g. *Principal Place of Residence* means the home or place in which one's habitation is fixed and to which one has a present intention of returning after a departure or absence therefrom. In determining what is a Principal Place of Residence, the Town shall consider the criteria set forth in C.R.S. § 31-10-201(3), as amended.
- h. *Qualified Household* means a household with at least one Qualified Owner.
- i. *Qualified Owner* means an Owner who occupies the Property as their Principal Place of Residence, and:
- i. Works or has been hired to work an average of at least 30 hours per week at an Eagle County Business on a permanent basis; or
 - ii. Works at least an average 30 hours per week in Eagle County for a business located outside Eagle County (telecommuting); or
 - iii. Is 60 years of age or older and retired, and for the 5 years immediately prior to their retirement, worked at least 30 an average of hours per week at an Eagle County Business; or

iv. Is an individual with a disability, and for the 2 years immediately prior to the onset of their disability, worked at least an average of 30 hours per week at an Eagle County Business.

2. Liability. Each Owner shall be jointly and severally responsible for compliance with this Agreement at all times. This Agreement shall constitute a covenant running with the Property as a burden thereon, for the benefit of and enforceable by the Town. Each and every conveyance of the Property or a portion thereof, or interest therein, for all purposes, shall be deemed to include and incorporate this Agreement by reference, even without specific reference to this Agreement in any document of conveyance.

3. Occupancy.

a. The Property shall be continuously occupied by a Qualified Household.

b. No later than February 1st of each year, the Owner shall submit one copy of a sworn affidavit, on a form provided by the Town, verifying that the Property was occupied in accordance with this Agreement during the prior calendar year, together with copies of all leases for the prior calendar year.

c. No business activity shall occur on or in the Property, other than as permitted in the zone district applicable to the Property.

4. Transfer.

a. An Owner shall first notify the Town that the Owner wishes to Transfer the Property. The Town shall have the first option to purchase the Property at the stated listing price and subject to standard terms and conditions for the purchase and sale of residential real property in the Town, exercisable within a period of 15 days after receipt of notice, and if the Town exercises its right and option, the Town shall purchase the Property from the Owner.

b. Should the Town determine not to purchase the Property, the Owner shall list the Property for sale on a widely-viewed, publicly-available platform and the following shall apply:

i. For the first 15 days after listing, the Owner shall only accept offers from an individual who will be a Qualified Owner upon closing, and who is employed by the Town.

ii. If the Owner accepts no offers under subsection i. hereof, for the next 15 days, the Owner shall only accept offers from an individual who will be a Qualified Owner upon closing and who is employed within the Town, or an individual who qualifies under subsection i. hereof.

iii. If the Owner accepts no offers under subsection ii. hereof, for the next 15 days, the Owner may accept offers from any Qualified Owner.

c. The Property shall be transferred only to the Town or a Qualified Owner, and the selection of the purchaser is subject to the Town's approval, which shall be based solely on compliance with this Agreement. If the Town does not issue an approval or denial of such purchaser within 7 days of notice from Owner of the intent to Transfer the Property to the purchaser, then the Town will be deemed to have approved the purchaser.

d. The Property shall not be sold for more than the Maximum Sales Price.

e. At closing, the purchaser of the Property shall execute, in a form satisfactory to the Town and for recording with the Eagle County Clerk and Recorder, a document acknowledging this Agreement and expressly agreeing to be bound by it.

5. Effect of Transfer to a Non-Qualified Owner.

a. If for any reason the Property is transferred to a Non-Qualified Owner, the Non-Qualified Owner shall immediately transfer the Property pursuant to Section 4 hereof.

b. A Non-Qualified Owner shall not: occupy the Property; rent any part of the Property; engage in any business activity in the Property; or Transfer the Property except in accordance with this Agreement.

6. Breach.

a. It is a breach of this Agreement to violate any provision of this Agreement, or for any person to occupy the Property in violation of this Agreement.

b. If the Town has reasonable cause to believe that a violation of this Agreement is occurring on the Property, the Town may inspect the Property between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing the Owner with at least 5 days prior written notice, which notice must state the reasonable cause and provide adequate documentation regarding same. This Agreement shall constitute permission from all Owners and occupants to enter the Property during such times upon such notice.

c. If the Town discovers a violation of this Agreement, the Town shall provide written notice of the violation to each Owner and allow 15 days to cure.

7. Remedies. The Town may pursue all available remedies for violations of this Agreement, including without limitation specific performance or a mandatory injunction requiring compliance, and the exercise of one remedy shall not preclude the exercise of any other remedy. The costs to the Town of any action taken in response to any violation of this Agreement, including reasonable attorney fees, shall be paid by the Owner within 30 days of the date of an invoice specifying the same, sent to the last known address of the Owner by first-class U.S. mail. If such costs are not timely paid, the Town may certify the costs, plus an administrative fee of 15%, to the Eagle County Clerk and Recorder to be collected with all other taxes and assessments on the Property.

8. Foreclosure.

a. For the purpose of securing performance under this Agreement and creating in favor of the Town a right to redeem in accordance with Part 3 of Article 38 of Title 38, C.R.S., as amended, Developer hereby grants to Town a consensual lien on the Property. Such lien shall not have a lien amount.

b. An Owner shall notify the Town, in writing, of any notification received from a lender of past due payments or defaults in payments or other obligations within 5 days of receipt of such notification.

c. An Owner shall immediately notify the Town, in writing, of any notice of foreclosure under the first deed of trust or any other subordinate security interest in the Property, or when any payment on any indebtedness encumbering the Property is required to avoid foreclosure of the first deed of trust or other subordinate security interest in the Property.

d. Within 60 days after receipt of any notice described herein, the Town may (but shall not be obligated to) proceed to make any payment required to avoid foreclosure. Upon making any such payment, the Town shall place a lien on the Property in the amount paid to cure the default and avoid foreclosure, including all fees and costs resulting from such foreclosure.

e. Notwithstanding any other provision of this Agreement, in the event of a foreclosure, acceptance of a deed-in-lieu of foreclosure, or assignment, this Agreement shall remain in full force and effect.

f. The Town shall have 30 days after issuance of the public trustee's deed or the acceptance of a deed in lieu of foreclosure by the holder in which to purchase by tendering to the holder, in cash or certified funds, an amount equal to the redemption price which would have been required of the borrower or any person who might be liable upon a deficiency on the last day of the statutory redemption period(s) and any additional reasonable costs incurred by the holder related to the foreclosure.

8. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

k. *Recordation.* This Agreement shall be recorded in the real estate records of the Eagle County Clerk and Recorder and shall run with the Property.

l. *No Joint Venture.* Neither this Agreement nor any course of conduct or course of performance hereunder shall be construed to constitute or create a joint venture, partnership, or any other similar arrangement between the Parties.

m. *Savings Clause.* If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Agreement are held to be unlawful or void for violation of: the rule against perpetuities or some analogous statutory provision; the rule restricting restraints on alienation; or any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the period of the lives of the current duly elected and seated members of the Eagle Town Council, their now living descendants, if any, and the survivor of them, plus 21 years.

[signature page follows]

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

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



DEVELOPER

STATE OF _____)
)ss.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 202__, by
_____ as _____ of 7 Hermit Condos, LLC, a Colorado limited
liability company.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

Notary Public

EXHIBIT A
7 HERMITS DEED RESTRICTION GUIDELINES

1. General. These Guidelines are intended to supplement the Deed Restriction Agreement for the 7 Hermits Price-Capped For-Sale Units (the "Deed Restriction"). These Guidelines may be updated by Town staff as necessary, and the current version of these Guidelines shall always control over any prior version. In the event of any conflict between these Guidelines and the Deed Restriction, the Deed Restriction shall control.

2. Occupancy.

a. Leave of Absence. The Town may grant a leave of absence to a Qualified Owner for up to one year, upon clear and convincing written evidence that shows a reason for leaving and a commitment to return to the Property. Such written evidence shall be presented to the Town at least 30 days prior to leaving.

b. Disability. Should a Qualified Owner become an individual with a disability and, because of such disability, be unable to meet the requirements of the Deed Restriction to remain a Qualified Owner, the Qualified Owner shall notify the Town, in writing, of the nature of the disability. If the disability is permanent, the Qualified Owner shall remain a Qualified Owner, as applicable, despite the disability. If the disability is temporary and the Qualified Owner becomes able to return to work, then to remain a Qualified Owner, the Qualified Owner must return to work when the disability ceases. Notwithstanding anything to the contrary in these Guidelines or the Deed Restriction, the Town will make all reasonable accommodations necessary under the Americans with Disabilities Act.

3. Annual Verification.

a. Affidavit. As provided in the Deed Restriction, no later than February 1st of each year, each Owner shall submit a sworn affidavit, on a form provided by the Town, verifying that the Property is occupied in accordance with the Deed Restriction and these Guidelines.

b. Additional Documentation. The affidavit shall be accompanied by the following supporting documentation:

- i. Verification of the Qualified Owner's current employment and employment during the prior year (paystubs with employer's name, address and contact information);
- ii. Signed authorization allowing the Town discuss employment details with the Qualified Owner's employer; and
- iii. The Qualified Owner's federal income tax return from the prior year, together with an executed Internal Revenue Service Form 8821 or equivalent.

4. Listing. The Transfer of the Property shall be managed by the Town's designated agent (currently the Valley Home Store).

5. Permitted Capital Improvements.

a. Permitted Capital Improvements include only the following:

- Improvements or fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property;
- Improvements for energy and water conservation;
- Improvements for health and safety;
- Improvements to add or finish permanent/fixed storage space; and
- Improvements to finish unfinished space.

b. Permitted Capital Improvements do not include the following:

- The cost of adding decks and balconies, and any extension thereto;
- Jacuzzis, saunas, steam showers and other similar items; or
- Upgrades or additions of decorative items, including lights, window coverings and other similar items.

c. No Permitted Capital Improvement shall be installed without the Town's prior written approval.

d. The cost of a Permitted Capital Improvement shall be as established by the Town in the currently adopted version of the Town's Local Employee Residency Program Guidelines. All Permitted Capital Improvement items and costs shall be approved by the Town staff prior to being added to the Maximum Resale Price. If any Permitted Capital Improvement is removed from the Property prior to closing, the Maximum Resale Price shall be reduced by the amount of the removed Permitted Capital Improvement.

e. Permitted Capital Improvements shall be depreciated as follows:

- 75% of the cost will be included in the Maximum Sales Price if the improvement has been installed within 12 months of listing the Property for sale.
- 50% of the cost will be included in the Maximum Sales Price if the improvement has been installed in greater than 12 months and less than 36 months of listing the Property for sale.
- 25% of the cost will be included in the Maximum Sales Price if the improvement has been installed in greater than 36 months and less than 60 months of listing the Property for sale.
- No cost will be included in the Maximum Sales Price if the improvement has been installed in greater than 60 months of listing the Property for sale.

f. Sweat equity will not be added to the actual expenses incurred.

g. The total amount of Permitted Capital Improvements shall not exceed 10% of the initial purchase price, provided that, for every 10-year period, from the date of the original purchase of the Property, another 10% of the purchase price may be added to the value of the property for Permitted Capital Improvements.

DEED RESTRICTION AGREEMENT
(7 Hermits Condominiums – Price-Capped For-Sale Units)

THIS DEED RESTRICTION AGREEMENT (the "Agreement") is entered into this ____ day of _____, 202_ (the "Effective Date") by and between the Town of Eagle, Colorado, a Colorado municipal corporation with an address of P.O. Box 609, Eagle, CO 81631 (the "Town"), and 7 Hermit Condos, LLC, a Colorado limited liability company with an address of 8250 SW 27th Avenue, Ocala, FL 34476 ("Developer") (each a "Party" and collectively the "Parties").

WHEREAS, Developer owns the real property more particularly described as Unit C-102, 7 Hermits Condominiums, according to the Condominium Declaration thereof recorded at Reception No. 202407594, First Amendment thereto Recorded at Reception No. 202408974, First Supplement thereto recorded August 8, 2024 at Reception No. 202409965, Second Supplement thereto recorded September 26, 2024 at Reception No. 202411333, Third Supplement thereto recorded October 4, 2024 at Reception No. 202411925, Fourth Supplement thereto recorded October 28, 2024 at Reception No. 202413139, Second Amendment thereto recorded October 31, 2024 under Reception No. 202413312, and Fifth Supplement thereto recorded _December 12, 2024 at Reception No. 202415180, as further amended and supplemented from time to time; and the Condominium Map thereof Recorded at Reception No. 202407593, as supplemented by Filing 2 thereof, recorded August 28, 2024 at Reception No. 202409966, and Filing 3 thereof recorded September 26, 2024 under Reception No. 202411332, and Filing 4 thereof recorded October 4, 2024 under Reception No. 202411924, and Filing 5 thereof recorded October 28, 2024 under Reception No. 202413140, and Filing 6 thereof recorded December 12, 2024 under Reception No. 202415179, as further supplemented and amended from time to time, County of Eagle, State of Colorado (the "Property");

WHEREAS, the Parties desire to permanently restrict the occupancy and use of the Property.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

a. *Eagle County Business* means a business with a Principal Place of Business in Eagle County, Colorado that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business.

b. *Maximum Sales Price* means an Owner's purchase price, plus an increase of 3% of such price per year from the date of purchase to the date of the execution of a sales listing contract by an Owner. A partial year may be prorated at the rate of 0.25% per month. The Maximum Sales Price may also be increased by the amount of any Permitted Capital Improvements, provided that such increase shall not exceed 10% of the initial purchase price of the Property, except that for every 10-year period from the date of the original purchase and

Agreement, another 10% of the purchase price may be added for Permitted Capital Improvements. Permitted Capital Improvements shall qualify for inclusion within the calculation of Maximum Sales Price if the Owner furnishes the Town with the following information:

- i. Original or duplicate receipts to verify the actual costs expended by the Owner for the Permitted Capital Improvements;
 - ii. Affidavit verifying the receipts are valid and correct receipts tendered at the time of purchase;
 - iii. True and correct copies of any building permit or certificate of occupancy required to be issued by the Town for the Permitted Capital Improvements; and
 - iv. The Permitted Capital Improvements comply with **Exhibit A**, attached hereto and incorporated herein by this reference.
- c. *Non-Qualified Owner* means any Owner other than a Qualified Owner.
- d. *Owner* means any individual who acquires an ownership interest in the Property.
- e. *Permitted Capital Improvements* means those improvements to the Property described in **Exhibit A**.
- f. *Principal Place of Business* means the physical address (not a P.O. Box) of a business, company, corporation or similar entity, as indicated in the entity's corporate documents.
- g. *Principal Place of Residence* means the home or place in which one's habitation is fixed and to which one has a present intention of returning after a departure or absence therefrom. In determining what is a Principal Place of Residence, the Town shall consider the criteria set forth in C.R.S. § 31-10-201(3), as amended.
- h. *Qualified Household* means a household with at least one Qualified Owner.
- i. *Qualified Owner* means an Owner who occupies the Property as their Principal Place of Residence, and:
- i. Works or has been hired to work an average of at least 30 hours per week at an Eagle County Business on a permanent basis; or
 - ii. Works at least an average 30 hours per week in Eagle County for a business located outside Eagle County (telecommuting); or
 - iii. Is 60 years of age or older and retired, and for the 5 years immediately prior to their retirement, worked at least 30 an average of hours per week at an Eagle County Business; or

iv. Is an individual with a disability, and for the 2 years immediately prior to the onset of their disability, worked at least an average of 30 hours per week at an Eagle County Business.

2. Liability. Each Owner shall be jointly and severally responsible for compliance with this Agreement at all times. This Agreement shall constitute a covenant running with the Property as a burden thereon, for the benefit of and enforceable by the Town. Each and every conveyance of the Property or a portion thereof, or interest therein, for all purposes, shall be deemed to include and incorporate this Agreement by reference, even without specific reference to this Agreement in any document of conveyance.

3. Occupancy.

a. The Property shall be continuously occupied by a Qualified Household.

b. No later than February 1st of each year, the Owner shall submit one copy of a sworn affidavit, on a form provided by the Town, verifying that the Property was occupied in accordance with this Agreement during the prior calendar year, together with copies of all leases for the prior calendar year.

c. No business activity shall occur on or in the Property, other than as permitted in the zone district applicable to the Property.

4. Transfer.

a. An Owner shall first notify the Town that the Owner wishes to Transfer the Property. The Town shall have the first option to purchase the Property at the stated listing price and subject to standard terms and conditions for the purchase and sale of residential real property in the Town, exercisable within a period of 15 days after receipt of notice, and if the Town exercises its right and option, the Town shall purchase the Property from the Owner.

b. Should the Town determine not to purchase the Property, the Owner shall list the Property for sale on a widely-viewed, publicly-available platform and the following shall apply:

i. For the first 15 days after listing, the Owner shall only accept offers from an individual who will be a Qualified Owner upon closing, and who is employed by the Town.

ii. If the Owner accepts no offers under subsection i. hereof, for the next 15 days, the Owner shall only accept offers from an individual who will be a Qualified Owner upon closing and who is employed within the Town, or an individual who qualifies under subsection i. hereof.

iii. If the Owner accepts no offers under subsection ii. hereof, for the next 15 days, the Owner may accept offers from any Qualified Owner.

c. The Property shall be transferred only to the Town or a Qualified Owner, and the selection of the purchaser is subject to the Town's approval, which shall be based solely on compliance with this Agreement. If the Town does not issue an approval or denial of such purchaser within 7 days of notice from Owner of the intent to Transfer the Property to the purchaser, then the Town will be deemed to have approved the purchaser.

d. The Property shall not be sold for more than the Maximum Sales Price.

e. At closing, the purchaser of the Property shall execute, in a form satisfactory to the Town and for recording with the Eagle County Clerk and Recorder, a document acknowledging this Agreement and expressly agreeing to be bound by it.

5. Effect of Transfer to a Non-Qualified Owner.

a. If for any reason the Property is transferred to a Non-Qualified Owner, the Non-Qualified Owner shall immediately transfer the Property pursuant to Section 4 hereof.

b. A Non-Qualified Owner shall not: occupy the Property; rent any part of the Property; engage in any business activity in the Property; or Transfer the Property except in accordance with this Agreement.

6. Breach.

a. It is a breach of this Agreement to violate any provision of this Agreement, or for any person to occupy the Property in violation of this Agreement.

b. If the Town has reasonable cause to believe that a violation of this Agreement is occurring on the Property, the Town may inspect the Property between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing the Owner with at least 5 days prior written notice, which notice must state the reasonable cause and provide adequate documentation regarding same. This Agreement shall constitute permission from all Owners and occupants to enter the Property during such times upon such notice.

c. If the Town discovers a violation of this Agreement, the Town shall provide written notice of the violation to each Owner and allow 15 days to cure.

7. Remedies. The Town may pursue all available remedies for violations of this Agreement, including without limitation specific performance or a mandatory injunction requiring compliance, and the exercise of one remedy shall not preclude the exercise of any other remedy. The costs to the Town of any action taken in response to any violation of this Agreement, including reasonable attorney fees, shall be paid by the Owner within 30 days of the date of an invoice specifying the same, sent to the last known address of the Owner by first-class U.S. mail. If such costs are not timely paid, the Town may certify the costs, plus an administrative fee of 15%, to the Eagle County Clerk and Recorder to be collected with all other taxes and assessments on the Property.

8. Foreclosure.

a. For the purpose of securing performance under this Agreement and creating in favor of the Town a right to redeem in accordance with Part 3 of Article 38 of Title 38, C.R.S., as amended, Developer hereby grants to Town a consensual lien on the Property. Such lien shall not have a lien amount.

b. An Owner shall notify the Town, in writing, of any notification received from a lender of past due payments or defaults in payments or other obligations within 5 days of receipt of such notification.

c. An Owner shall immediately notify the Town, in writing, of any notice of foreclosure under the first deed of trust or any other subordinate security interest in the Property, or when any payment on any indebtedness encumbering the Property is required to avoid foreclosure of the first deed of trust or other subordinate security interest in the Property.

d. Within 60 days after receipt of any notice described herein, the Town may (but shall not be obligated to) proceed to make any payment required to avoid foreclosure. Upon making any such payment, the Town shall place a lien on the Property in the amount paid to cure the default and avoid foreclosure, including all fees and costs resulting from such foreclosure.

e. Notwithstanding any other provision of this Agreement, in the event of a foreclosure, acceptance of a deed-in-lieu of foreclosure, or assignment, this Agreement shall remain in full force and effect.

f. The Town shall have 30 days after issuance of the public trustee's deed or the acceptance of a deed in lieu of foreclosure by the holder in which to purchase by tendering to the holder, in cash or certified funds, an amount equal to the redemption price which would have been required of the borrower or any person who might be liable upon a deficiency on the last day of the statutory redemption period(s) and any additional reasonable costs incurred by the holder related to the foreclosure.

8. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

k. *Recordation.* This Agreement shall be recorded in the real estate records of the Eagle County Clerk and Recorder and shall run with the Property.

l. *No Joint Venture.* Neither this Agreement nor any course of conduct or course of performance hereunder shall be construed to constitute or create a joint venture, partnership, or any other similar arrangement between the Parties.

m. *Savings Clause.* If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Agreement are held to be unlawful or void for violation of: the rule against perpetuities or some analogous statutory provision; the rule restricting restraints on alienation; or any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the period of the lives of the current duly elected and seated members of the Eagle Town Council, their now living descendants, if any, and the survivor of them, plus 21 years.

[signature page follows]

ATTEST:

Jenny Rakow, Town Clerk



Scott Turnipseed, Mayor

DEVELOPER

STATE OF _____)
)ss.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 202__, by _____ as _____ of 7 Hermit Condos, LLC, a Colorado limited liability company.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

Notary Public

EXHIBIT A
7 HERMITS DEED RESTRICTION GUIDELINES

1. General. These Guidelines are intended to supplement the Deed Restriction Agreement for the 7 Hermits Price-Capped For-Sale Units (the "Deed Restriction"). These Guidelines may be updated by Town staff as necessary, and the current version of these Guidelines shall always control over any prior version. In the event of any conflict between these Guidelines and the Deed Restriction, the Deed Restriction shall control.

2. Occupancy.

a. Leave of Absence. The Town may grant a leave of absence to a Qualified Owner for up to one year, upon clear and convincing written evidence that shows a reason for leaving and a commitment to return to the Property. Such written evidence shall be presented to the Town at least 30 days prior to leaving.

b. Disability. Should a Qualified Owner become an individual with a disability and, because of such disability, be unable to meet the requirements of the Deed Restriction to remain a Qualified Owner, the Qualified Owner shall notify the Town, in writing, of the nature of the disability. If the disability is permanent, the Qualified Owner shall remain a Qualified Owner, as applicable, despite the disability. If the disability is temporary and the Qualified Owner becomes able to return to work, then to remain a Qualified Owner, the Qualified Owner must return to work when the disability ceases. Notwithstanding anything to the contrary in these Guidelines or the Deed Restriction, the Town will make all reasonable accommodations necessary under the Americans with Disabilities Act.

3. Annual Verification.

a. Affidavit. As provided in the Deed Restriction, no later than February 1st of each year, each Owner shall submit a sworn affidavit, on a form provided by the Town, verifying that the Property is occupied in accordance with the Deed Restriction and these Guidelines.

b. Additional Documentation. The affidavit shall be accompanied by the following supporting documentation:

- i. Verification of the Qualified Owner's current employment and employment during the prior year (paystubs with employer's name, address and contact information);
- ii. Signed authorization allowing the Town discuss employment details with the Qualified Owner's employer; and
- iii. The Qualified Owner's federal income tax return from the prior year, together with an executed Internal Revenue Service Form 8821 or equivalent.

4. Listing. The Transfer of the Property shall be managed by the Town's designated agent (currently the Valley Home Store).

5. Permitted Capital Improvements.

a. Permitted Capital Improvements include only the following:

- Improvements or fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property;
- Improvements for energy and water conservation;
- Improvements for health and safety;
- Improvements to add or finish permanent/fixed storage space; and
- Improvements to finish unfinished space.

b. Permitted Capital Improvements do not include the following:

- The cost of adding decks and balconies, and any extension thereto;
- Jacuzzis, saunas, steam showers and other similar items; or
- Upgrades or additions of decorative items, including lights, window coverings and other similar items.

c. No Permitted Capital Improvement shall be installed without the Town's prior written approval.

d. The cost of a Permitted Capital Improvement shall be as established by the Town in the currently adopted version of the Town's Local Employee Residency Program Guidelines. All Permitted Capital Improvement items and costs shall be approved by the Town staff prior to being added to the Maximum Resale Price. If any Permitted Capital Improvement is removed from the Property prior to closing, the Maximum Resale Price shall be reduced by the amount of the removed Permitted Capital Improvement.

e. Permitted Capital Improvements shall be depreciated as follows:

- 75% of the cost will be included in the Maximum Sales Price if the improvement has been installed within 12 months of listing the Property for sale.
- 50% of the cost will be included in the Maximum Sales Price if the improvement has been installed in greater than 12 months and less than 36 months of listing the Property for sale.
- 25% of the cost will be included in the Maximum Sales Price if the improvement has been installed in greater than 36 months and less than 60 months of listing the Property for sale.
- No cost will be included in the Maximum Sales Price if the improvement has been installed in greater than 60 months of listing the Property for sale.

f. Sweat equity will not be added to the actual expenses incurred.

g. The total amount of Permitted Capital Improvements shall not exceed 10% of the initial purchase price, provided that, for every 10-year period, from the date of the original purchase of the Property, another 10% of the purchase price may be added to the value of the property for Permitted Capital Improvements.

EXHIBIT B

Memorandum of Acceptance of Deed Restrictions

**MEMORANDUM OF ACCEPTANCE OF COVENANTS AND RESTRICTIONS
CONCERNING THE OCCUPANCY AND RESALE OF PROPERTY DESIGNATED BY
THE TOWN OF EAGLE AS A LOCAL EMPLOYEE RESIDENCE**

RECITALS

WHEREAS, the undersigned (the “**Purchaser**”) has executed this Memorandum of Acceptance of Covenants and Restrictions Concerning the Occupancy and Resale of Property Designated by the Town of Eagle as a Local Employee Residence (this “**Memorandum**”) simultaneously with the purchase of the below described real property:

UNIT A102, 7 HERMITS CONDOMINIUMS - FILING 1, ACCORDING TO THE CONDOMINIUM MAP RECORDED JULY 10, 2024 UNDER RECEPTION NO. [202407593](#), AND AS DEFINED AND DESCRIBED IN THE CONDOMINIUM DECLARATION FOR 7 HERMITS CONDOMINIUMS, RECORDED JULY 10, 2024 UNDER RECEPTION NO. [202407594](#) AND FIRST AMENDMENT THERETO RECORDED AUGUST 7, 2024 UNDER RECEPTION NO. [202408974](#) AND FIRST SUPPLEMENT RECORDED AUGUST 28, 2024, UNDER RECEPTION NO. [202409965](#) AND SECOND SUPPLEMENT RECORDED SEPTEMBER 26, 2024, UNDER RECEPTION NO. [202411333](#) AND THIRD SUPPLEMENT RECORDED OCTOBER 4, 2024 UNDER RECEPTION NO. [202411925](#) AND FOURTH SUPPLEMENT RECORDED OCTOBER 28, 2024 UNDER RECEPTION NO. [202413139](#) AND SECOND AMENDMENT RECORDED OCTOBER 31, 2024 UNDER RECEPTION NO. [202413312](#), AND FIFTH SUPPLEMENT RECORDED DECEMBER 12, 2024, UNDER RECEPTION NO. [202415180](#), COUNTY OF EAGLE, STATE OF COLORADO (the “**Property**”); and

WHEREAS, the Town of Eagle, Colorado (the “**Town**”) and 7 Hermit Condos, LLC, a Colorado limited liability company (the “**Developer**”) require, as a condition of Purchaser’s purchase of the Property, that Purchaser acknowledge and agree to the terms, conditions and restrictions found in that certain instrument entitled Deed Restriction Agreement (7 Hermits Condominiums – Price-Capped For-Sale Units) (the “**Deed Restriction**”) recorded contemporaneously with Purchaser’s purchase of the Property.

NOW, THEREFORE, as required by the Deed Restriction, and in consideration of the covenants and agreements contained therein, and contained herein, the Purchaser agrees and acknowledges as follows:

1. The undersigned has carefully read the entire Deed Restriction, has had the opportunity to consult with legal and financial counsel concerning the Deed Restriction, fully understands the Deed Restriction, and agrees to comply with all covenants, restrictions and requirements thereof. The undersigned further agrees to execute and record all such modifications of this Memorandum as the Town or the Developer may reasonably require.

2. Notices to the Purchaser, pursuant to the Deed Restriction should be sent to the following mailing address:

3. This Memorandum shall be recorded in the Office of the Clerk and Recorder of Eagle County, Colorado.

Dated: _____

PURCHASER:

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

_____, Acting Town Clerk

**MEMORANDUM OF ACCEPTANCE OF COVENANTS AND RESTRICTIONS
CONCERNING THE OCCUPANCY AND RESALE OF PROPERTY DESIGNATED BY
THE TOWN OF EAGLE AS A LOCAL EMPLOYEE RESIDENCE**

RECITALS

WHEREAS, the undersigned (the “**Purchaser**”) has executed this Memorandum of Acceptance of Covenants and Restrictions Concerning the Occupancy and Resale of Property Designated by the Town of Eagle as a Local Employee Residence (this “**Memorandum**”) simultaneously with the purchase of the below described real property:

UNIT C102, 7 HERMITS CONDOMINIUMS - FILING 4, ACCORDING TO THE CONDOMINIUM MAP RECORDED OCTOBER 4, 2024, UNDER RECEPTION NO. [202411924](#), AND AS DEFINED AND DESCRIBED IN THE CONDOMINIUM DECLARATION FOR 7 HERMITS CONDOMINIUMS, RECORDED JULY 10, 2024 UNDER RECEPTION NO. [202407594](#) AND FIRST AMENDMENT THERETO RECORDED AUGUST 7, 2024 UNDER RECEPTION NO. [202408974](#) AND FIRST SUPPLEMENT RECORDED AUGUST 28, 2024, UNDER RECEPTION NO. [202409965](#) AND SECOND SUPPLEMENT RECORDED SEPTEMBER 26, 2024, UNDER RECEPTION NO. [202411333](#) AND THIRD SUPPLEMENT RECORDED OCTOBER 4, 2024 UNDER RECEPTION NO. [202411925](#) AND FOURTH SUPPLEMENT RECORDED OCTOBER 28, 2024 UNDER RECEPTION NO. [202413139](#) AND SECOND AMENDMENT RECORDED OCTOBER 31, 2024 UNDER RECEPTION NO. [202413312](#), AND FIFTH SUPPLEMENT RECORDED DECEMBER 12, 2024, UNDER RECEPTION NO. [202415180](#), COUNTY OF EAGLE, STATE OF COLORADO.COUNTY OF EAGLE, STATE OF COLORADO (the “**Property**”); and

WHEREAS, the Town of Eagle, Colorado (the “**Town**”) and 7 Hermit Condos, LLC, a Colorado limited liability company (the “**Developer**”) require, as a condition of Purchaser’s purchase of the Property, that Purchaser acknowledge and agree to the terms, conditions and restrictions found in that certain instrument entitled Deed Restriction Agreement (7 Hermits Condominiums – Price-Capped For-Sale Units) (the “**Deed Restriction**”) recorded contemporaneously with Purchaser’s purchase of the Property.

NOW, THEREFORE, as required by the Deed Restriction, and in consideration of the covenants and agreements contained therein, and contained herein, the Purchaser agrees and acknowledges as follows:

4. The undersigned has carefully read the entire Deed Restriction, has had the opportunity to consult with legal and financial counsel concerning the Deed Restriction, fully understands the Deed Restriction, and agrees to comply with all covenants, restrictions and requirements thereof. The undersigned further agrees to execute and record all such modifications of this Memorandum as the Town or the Developer may reasonably require.

5. Notices to the Purchaser, pursuant to the Deed Restriction should be sent to the following mailing address:

6. This Memorandum shall be recorded in the Office of the Clerk and Recorder of Eagle County, Colorado.

Dated: _____

PURCHASER:

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

_____, Acting Town Clerk

EXHIBIT C

Permitted Exceptions

6. TAXES AND ASSESSMENTS FOR THE YEAR 2025 AND SUBSEQUENT YEARS.

7. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER.

8. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENTS RECORDED JANUARY 02, 1891 IN BOOK 35 AT PAGE [457](#) AND MARCH 14, 1892 IN BOOK 48 AT PAGE [168](#).

9. TERMS, CONDITIONS AND PROVISIONS OF OIL AND GAS MINING LEASE RECORDED FEBRUARY 13, 1931 IN BOOK 118 AT PAGE [7](#), ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

10. TERMS, CONDITIONS AND PROVISIONS OF OIL AND GAS LEASE RECORDED JULY 14, 1947 IN BOOK 134 AT PAGE [215](#), ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

11. RESERVATION OF AN UNDIVIDED 1/2 INTEREST IN AND TO ALL OIL, GAS AND OTHER MINERALS IN AND UNDER SUBJECT PROPERTY AS RESERVED IN DEED RECORDED NOVEMBER 1, 1947 IN BOOK 133 AT PAGE [213](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

12. TERMS, CONDITIONS AND PROVISIONS OF WATER SERVICE AGREEMENT RECORDED FEBRUARY 27, 2002 AT RECEPTION NO. [787317](#).

13. TERMS, CONDITIONS AND PROVISIONS OF NOTICE OF SETTLEMENT AGREEMENT RECORDED AUGUST 24, 2005 RECEPTION NO. [927201](#).

14. TERMS, RESERVATIONS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED AUGUST 24, 2005 UNDER RECEPTION NO. [927202](#), AND CORRECTION SPECIAL WARRANTY DEED RECORDED OCTOBER 4, 2005 UNDER RECEPTION NO. [931845](#).

15. TERMS, CONDITIONS AND PROVISIONS OF DITCH EASEMENT (MATHEWS DITCH) RECORDED AUGUST 24, 2005 RECEPTION NO. [927204](#) AND CORRECTION DITCH EASEMENT RECORDED OCTOBER 4, 2005 RECEPTION NO. [931847](#).

16. TERMS, CONDITIONS AND PROVISIONS OF DITCH EASEMENT (WILKINSON DITCH) RECORDED AUGUST 24, 2005 RECEPTION NO. [927205](#) AND CORRECTION DITCH EASEMENT RECORDED OCTOBER 4, 2005 RECEPTION NO. [931846](#).
17. TERMS, CONDITIONS AND PROVISIONS OF DITCH EASEMENT (LOVE AND WHITE) RECORDED AUGUST 24, 2005 RECEPTION NO. [927206](#) AND CORRECTION DITCH EASEMENT RECORDED OCTOBER 4, 2005 RECEPTION NO. [931848](#).
18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 8, SERIES, 2014 RECORDED APRIL 10, 2014 UNDER RECEPTION NO. [201405689](#).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 11, SERIES 2014 RECORDED APRIL 10, 2014 UNDER RECEPTION NO. [201405692](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH IN ANNEXATION PLATS FOR THE HAYMEADOW ADDITION TO THE TOWN OF EAGLE RECORDED APRIL 10, 2014 UNDER RECEPTION NO. [201405693](#) AND APRIL 25, 2014 UNDER RECEPTION NO. [201406535](#).
21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTIONS RECORDED MAY 30, 2014 UNDER RECEPTION NO. [201408816](#), JANUARY 19, 2021 UNDER RECEPTION NO. [202101127](#) AND MARCH 24, 2022 UNDER RECEPTION NO. [202205337](#) AND RECORDED NOVEMBER 27, 2024 UNDER RECEPTION NO. [202414695](#).
22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 14 (SERIES OF 2019) RECORDED MAY 24, 2019 UNDER RECEPTION NO. [201907560](#).
23. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF HAYMEADOW FILING 1 RECORDED MAY 24, 2019 UNDER RECEPTION NO. [201907561](#).
24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF REAL ESTATE TRANSFER COVENANT RECORDED MAY 24, 2019 UNDER RECEPTION NO. [201907562](#).
25. TERMS, CONDITIONS AND PROVISIONS OF TRENCH, CONDUIT, AND VAULT AGREEMENT RECORDED JULY 10, 2019 UNDER RECEPTION NO. [201910829](#).
26. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF HAYMEADOW FILING 1, FIRST AMENDMENT TO A SUBDIVISION RECORDED JULY 07, 2021 UNDER RECEPTION NO. [202115650](#).
27. TERMS, CONDITIONS AND PROVISIONS OF TOWN OF EAGLE, COLORADO RESOLUTION NO. 13 RECORDED APRIL 18, 2022 UNDER RECEPTION NO. [202207205](#).
28. TERMS, CONDITIONS AND PROVISIONS OF TOWN OF EAGLE, COLORADO RESOLUTION NO. 53 RECORDED JULY 29, 2022 UNDER RECEPTION NO. [202212781](#).
29. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF HAYMEADOW FILING 1, SECOND AMENDMENT, A LOT LINE ADJUSTMENT

OF TRACTS RMF-1 AND RMF-2 OF THE HAYMEADOW SUBDIVISION FILING 1 RECORDED SEPTEMBER 02, 2022 UNDER RECEPTION NO. [202214557](#), AND CORRECTION TO HAYMEADOW FILING 1, SECOND AMENDMENT, A LOT LINE ADJUSTMENT OF TRACTS RMF-1 AND RMF-2 OF THE HAYMEADOW SUBDIVISION FILING 1 RECORDED FEBRUARY 3, 2023 UNDER RECEPTION NO. [202301503](#).

30. TERMS, CONDITIONS AND PROVISIONS OF TRENCH, CONDUIT, AND VAULT AGREEMENT RECORDED NOVEMBER 01, 2022 UNDER RECEPTION NO. [202217201](#).

31. TERMS, CONDITIONS AND PROVISIONS OF TOWN OF EAGLE, COLORADO, RESOLUTION NO. 52 (SERIES OF 2022) RECORDED DECEMBER 13, 2022 UNDER RECEPTION NO. [202218902](#).

32. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED JANUARY 27, 2023, UNDER RECEPTION NO. [202300905](#) AND FIRST AMENDMENT TO DECLARATION FOR HAYMEADOW RECORDED FEBRUARY 09, 2024 UNDER RECEPTION NO. [202401382](#) AND SECOND AMENDMENT THERETO RECORDED AUGUST 7, 2024 UNDER RECEPTION NO. [202408973](#) AND FIRST SUPPLEMENT RECORDED JANUARY 23, 2025 UNDER RECEPTION NO. [202501026](#) AND SECOND SUPPLEMENT RECORDED JANUARY 23, 2025 UNDER RECEPTION NO. [202501042](#) AND THIRD SUPPLEMENT RECORDED MARCH 31, 2025 UNDER RECEPTION NO. [202503999](#). COVENANT TO ANNEX PROPERTY INTO HAYMEADOW ASSOCIATION RECORDED FEBRUARY 20, 2025 UNDER RECEPTION NO. [202502240](#).

33. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED FEBRUARY 23, 2023 UNDER RECEPTION NO. [202302187](#).

34. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE MOUNTAIN RECREATION METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED MARCH 17, 2023, UNDER RECEPTION NO. [202303074](#).

35. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPER COMMITMENTS AGREEMENT RECORDED APRIL 12, 2023 UNDER RECEPTION NO. [202303895](#).

36. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN THIRD AMENDED PUD GUIDE FOR THE HAYMEADOW PLANNED UNIT DEVELOPMENT RECORDED NOVEMBER 08, 2023 UNDER RECEPTION NO. [202315226](#) AND FOURTH AMENDED PUD GUIDE RECORDED NOVEMBER 12, 2024 UNDER RECEPTION NO. [202413867](#).

37. EASEMENT GRANTED TO HOLY CROSS ENERGY, FOR ELECTRIC LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MARCH 18, 2024, UNDER RECEPTION NO. [202402838](#).

38. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF 7 HERMITS CONDOMINIUMS - FILING 1, A RE-SUBDIVISION OF TRACT RMF-1A, HAYMEADOWS FILING 1, 4TH AMENDMENT RECORDED JULY 10, 2024 UNDER RECEPTION NO. [202407593](#).

39. TERMS, CONDITIONS AND PROVISIONS OF TOWN OF EAGLE, COLORADO RESOLUTION NO. 08 (SERIES OF 2024) RECORDED JULY 18, 2024 UNDER RECEPTION NO. [202407885](#).

40. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN THE CONDOMINIUM DECLARATION FOR 7 HERMITS CONDOMINIUMS RECORDED JULY 10, 2024, UNDER RECEPTION NO. [202407594](#) AND FIRST AMENDMENT THERETO RECORDED AUGUST 7, 2024 UNDER RECEPTION NO. [202408974](#) AND FIRST SUPPLEMENT RECORDED AUGUST 28, 2024, UNDER RECEPTION NO. [202409965](#) AND SECOND SUPPLEMENT RECORDED SEPTEMBER 26, 2024, UNDER RECEPTION NO. [202411333](#) AND THIRD SUPPLEMENT RECORDED OCTOBER 4, 2024 UNDER RECEPTION NO. [202411925](#) AND FOURTH SUPPLEMENT RECORDED OCTOBER 28, 2024 UNDER RECEPTION NO. [202413139](#) AND SECOND AMENDMENT RECORDED OCTOBER 31, 2024 UNDER RECEPTION NO. [202413312](#) AND FIFTH SUPPLEMENT THERETO RECORDED DECEMBER 12, 2024 UNDER RECEPTION NO. [202415180](#).

41. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION RECORDED AUGUST 28, 2024 UNDER RECEPTION NO. [202410003](#).

42. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF 7 HERMITS CONDOMINIUMS - FILING 6 RECORDED DECEMBER 12, 2024 UNDER RECEPTION NO. [202415179](#).

EXHIBIT D
ADA Amendment

TOWN OF EAGLE, COLORADO

RESOLUTION NO. 80

(Series of 2025)

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
AUTHORIZING AN AMENDMENT OF THE ANNEXATION AND DEVELOPMENT
AGREEMENT WITH ABRIKA PROPERTIES, LLC**

WHEREAS, the Town of Eagle ("Eagle" or the "Town") is a home-rule municipality organized under Article XX of the Colorado Constitution and with the authority of the Town of Eagle Home Rule Charter (the "Charter"); and

WHEREAS, the Town has authority under Section 3.02(a) of the Charter to preserve and enforce good government and general welfare; and

WHEREAS, the Town has negotiated a settlement of disputed fees (the "Disputed Fees") which the Town claims Abrika Properties, LLC ("Abrika") owes, and Abrika disputes, under Section 10.2 of the Annexation and Development Agreement for the Haymeadow PUD, as recorded on May 30, 2014, at Reception No. 201408816 (the "ADA"); and

WHEREAS, as part of the negotiated settlement, and without admission of any of the Town's claims, Abrika will pay the Town \$398,052 (the "Payment") in satisfaction of the Disputed Fees; and

WHEREAS, the negotiated settlement requires that the ADA must be amended to reflect Abrika's full satisfaction of its obligations under Section 10.2 upon Payment (the "ADA Amendment"). The ADA Amendment is attached hereto as **Exhibit 1** and incorporated herein by reference; and

WHEREAS, the parties agreed that the ADA Amendment will become effective upon recording, following Abrika's Payment to the Town; and

WHEREAS, the Council has determined that the approval of this resolution is necessary and proper to provide for the prosperity and order of the Town.

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

Section 1. Incorporation of Recitals. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. Resolution. Town Council hereby approves the ADA Amendment attached hereto as Exhibit 1.

Section 3. Resolution. Town Council hereby authorizes the Mayor to sign the ADA Amendment on behalf of the Town, to be held in escrow by a title company, and cause the ADA Amendment to be recorded only upon both the Payment to the Town and recording of the deeds to the Units to the Town.

Section 4. Effective Date. This resolution shall be effective on November 12, 2025.

INTRODUCED, READ, PASSED AND ADOPTED ON November 12, 2025.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

_____, Acting Town Clerk

Exhibit 1
ADA Amendment
(See Attached)

EIGHTH AMENDMENT TO ANNEXATION AND DEVELOPMENT AGREEMENT

This EIGHTH AMENDMENT TO ANNEXATION AND DEVELOPMENT AGREEMENT (this "**Eighth Amendment**") is entered into by and between the TOWN OF EAGLE, a Colorado home rule municipality (the "**Town**"), and ABRIKA PROPERTIES, LLC, a Florida limited liability company ("**Abrika**") (each a "**Party**" and collectively the "**Parties**").

WHEREAS, on March 25, 2014, the Parties entered into an agreement entitled "Agreement Relating to the Annexation and Development of Property Known as the Haymeadow Parcel A, Parcel B, and Parcel C Additions to the Town of Eagle, Colorado, Also Known as the Haymeadow PUD", which was recorded on May 30, 2014, at Reception No. 201408816 and amended several times thereafter (as amended, the "**ADA**"); and

WHEREAS, under Sections 4.6.2, 6.1.4 and 10.2 of the ADA, Abrika is obligated to contribute up to \$700,000 for planning improvements to U.S. Highway 6; and

WHEREAS, the Town invoiced Abrika for the full contribution in two invoices, of which Abrika paid the first invoice (\$180,806.68) and disputes the second invoice (\$519,193.32) (the "**Disputed Fees**"); and

WHEREAS, the Parties have reached a satisfactory settlement of the Disputed Fees and Abrika's obligations under Sections 4.6.2, 6.1.4 and 10.2 of the ADA, conditioned upon Abrika's payment of \$398,052 to the Town (the "**Payment**") and the Town's forgiveness of all remaining Disputed Fees; and

WHEREAS, the Parties have concluded that it is in the Parties' best interests to enter this Eighth Amendment reflecting their settlement and acknowledging Abrika's satisfaction of its obligations under Sections 4.6.2, 6.1.4 and 10.2 of the ADA upon the terms and conditions herein set forth.

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

1. Capitalized terms in this Eighth Amendment shall have the same meaning as in the ADA. To the extent that the provisions of this Eighth Amendment conflict with the ADA, the provisions of this Eighth Amendment shall control.

2. A new Section 10.2.1 of the ADA is hereby added to read as follows:

10.2.1. The Developer has fully satisfied its obligations under subsection 10.2 of the Agreement and no further contribution to the U.S. Highway 6 Study is or shall in the future be required.

3. Effective Date. This Eighth Amendment shall become effective upon the date of its recording in the Eagle County public records (the “**Effective Date**”).
4. Mutual Waiver and Release. Upon the Effective Date, and in consideration of the Payment, the Town on behalf of itself and each of its officers, employees, successors, and assigns (the “**Town Parties**”) and Developer, on behalf of itself, its members, officers, managers, partners, owners, affiliates, agents, employees, successors and assigns (the “**Abrika Parties**”), hereby waive the right to assert against one another or any of the Town Parties or Abrika Parties, and fully and forever release each of the Town Parties and the Abrika Parties from any and all actions, losses, liabilities, damages, claims, demands, causes of action, costs, and expenses, including, without limitation, attorneys’ fees whether suit is instituted or not, whether known or unknown, regarding, arising out of or relating to the Disputed Fees and the Developer’s performance of Sections 4.6.2, 6.1.4 or 10.2 of the ADA.
5. All provisions of the ADA, as previously amended and not expressly modified in this Eighth Amendment shall remain in full force and effect.
6. This Eighth Amendment shall be recorded in the Eagle County public records.
7. This Eighth Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.

[Signature page follow]

IN WITNESS WHEREOF, the Parties have executed this Eighth Amendment as of the dates set forth below their signatures to be effective on the Effective Date.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

Date: _____

ATTEST: _____
_____, Acting Town Clerk

ABRIKA PROPERTIES, LLC, a Florida
limited liability company

By: _____
Brandon Cohen, President

Date: _____

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 2025, by Brandon Cohen, President of Abrika Properties, LLC, a Florida limited liability company.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

Notary Public



To: Mayor and Town Council

From: Larry Pardee, Town Manager
Rachel Tand, Finance Director

Date: November 12, 2025

Re: Public Hearing: Adoption of the 2025 Revised Budget, 2026 Budget, and 2026 Fee Schedule

REQUEST: Staff request that Town Council review the attached resolutions to adopt the amended 2025 Budget, adopt and appropriate funds for the 2026 Budget, and adopt the 2026 Fee Schedule, in conjunction with the staff memo below and those provided during earlier work sessions. Changes from earlier versions of the budget are highlighted yellow.

INTRODUCTION: Town Council has reviewed four draft proposals and discussed the budget over the last several meetings. The next steps in the process include:

- **Adoption of the 2025 Amended Budget:** Updates to the 2025 budget are necessary to reflect changes since its original adoption.
- **Adoption and Appropriation of Funds for the 2026 Budget:** These resolutions adopt the 2026 budget and authorize appropriations for all Town expenditures for the 2026 fiscal year.
- **Adoption of the 2026 Fee Schedule:** Updates to the existing Fee Schedule are necessary based on staff recommendation.
- **Setting the 2025 Mill Levy:** This resolution will be introduced at the December 9 Council meeting to establish the mill levy for 2025 property taxes, which will be collected during the 2026 fiscal year.
- **Filing Certified Budget Documents with the State:** This will occur by January 31st.

ANALYSIS:

The following analysis provides an overview of changes from the prior budget draft by fund.

General Fund Summary

In this final draft, Council asked Staff to fund the Town Information Center for 2026, which increased the 2026 General Fund operating deficit from (\$182,391) to (\$210,777), all of which will be funded by existing fund balance reserves. This is the only change to the General Fund from the prior budget draft. Projected ending fund balance is **\$4,781,093**, with further detail shown below.

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
TOTAL FUND BALANCES (Beginning)	\$ 7,478,461	\$ 5,454,325	\$ 6,875,935	\$ 7,091,870	3%	\$ 215,935
TOTAL REVENUE	\$ 13,520,600	\$ 12,722,042	\$ 14,519,744	\$ 13,325,339	-8%	\$ (1,194,405)
TOTAL EXPENDITURES	\$ 11,786,520	\$ 12,673,280	\$ 12,706,309	\$ 13,536,116	7%	\$ 829,807
CURRENT YEAR OPERATING INCOME / LOSS	\$ 1,734,080	\$ 48,762	\$ 1,813,435	\$ (210,777)		
TOTAL TRANSFERS TO OTHER FUNDS	\$ 2,336,606	\$ 1,597,500	\$ 1,597,500	\$ 2,100,000	31%	\$ 502,500
NET SOURCE (USE) OF FUNDS	\$ (602,526)	\$ (1,548,738)	\$ 215,935	\$ (2,310,777)	-1170%	\$ (2,526,712)
NON-SPENDABLE: 1	\$ 216,739	\$ 223,000	\$ 223,000	\$ 223,000	0%	\$ -
RESTRICTED FOR: Emergency Reserve	462,000	471,710	408,710	535,169	31%	126,459
UNASSIGNED FUND BALANCE: 3	6,197,196	3,210,876	6,460,160	4,022,924	-38%	(2,437,236)
TOTAL FUND BALANCES (Ending)	\$ 6,875,935	\$ 3,905,587	\$ 7,091,870	\$ 4,781,093	-33%	\$ (2,310,777)
% of Unassigned Fund Balance Compared to Total Expenditures, Excluding Transfers	52.6%	25.3%	50.8%	29.7%		
Excess Fund Balance Available per Policy	\$ 3,250,566	\$ 42,556	\$ 3,283,583	\$ 638,895		

Capital Improvement Fund (CIF) Summary

Staff made the following amendments to the 2025 and 2026 CIF Budgets:

- Budgeted the purchase of (2) employee housing units at Haymeadow (\$398,052 in net developer fund revenue and \$698,052 in expenditures) in 2025, using the assigned fund balance for Affordable Housing of \$213,479.
- Budgeted the 2025 sale of the Old Town Hall property for \$560,000 and assigned the related fund balance for future Town Facilities.
- Transferred Building Electrification Grant revenue and expenditures from 2025 to 2026 (detail shown in the attached **2026 – 2030 Capital Improvement Plan**).
- Adjusted amounts for 2025 capital projects based on actual YTD expenditures, as shown in the attached **2026 – 2030 Capital Improvement Plan**.

The revised projected ending 2026 fund balance is **\$14,836,128**, with further detail shown below.

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
TOTAL FUND BALANCES (Beginning)	15,365,100	\$ 14,882,151	\$ 15,140,367	\$ 17,028,468	12%	\$ 1,888,101
TOTAL REVENUE	4,004,177	\$ 4,068,047	\$ 7,587,992	\$ 5,236,500	-31%	\$ (2,351,492)
EXPENDITURES						
Capital Expenditures	\$ 4,228,909	\$ 6,110,667	\$ 5,699,892	\$ 7,428,840	30%	\$ 1,728,949
Transfers to Other Funds	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 4,228,909	\$ 6,110,667	\$ 5,699,892	\$ 7,428,840	30%	\$ 1,728,949
RESTRICTED FOR:						
COMMUNITY ENHANCEMENT 1	104,367	\$ 160,363	\$ 157,867	\$ 211,367	34%	\$ 53,500
GRAND AVE: TRANSPORTATION EXPENDITURES	1,885,617	1,916,531	1,969,617	2,004,617	2%	35,000
ASSIGNED FOR:						
GRAND AVENUE	7,931,023	7,353,697	7,737,615	8,192,615	6%	455,000
AFFORDABLE HOUSING	750,000	213,479	-	-	-	-
TOWN FACILITIES	-	-	560,000	560,000	-	-
OTHER CAPITAL PROJECTS	4,469,361	3,195,461	6,603,369	3,867,529	-41%	(2,735,840)
TOTAL FUND BALANCES (Ending):	15,140,367	\$ 12,839,531	\$ 17,028,468	\$ 14,836,128	-13%	\$ (2,192,340)
Excess Fund Balance Available per Policy	\$ 2,829,147	\$ 1,140,128	\$ 4,996,777	\$ 800,609		

Sales Tax Capital Improvements Fund (STCIF) Summary

There are no changes to the STCIF from the prior budget draft.

Conservation Trust Fund Summary

There are no changes to the Conservation Trust Fund from the prior budget draft.

Disposable Bag Fee Fund Summary

There are no changes to the Disposable Bag Fee Fund from the prior budget draft.

Exterior Energy Offset Program (EEOP) Fund Summary

There are no changes to the Exterior Energy Offset Program Fund from the prior budget draft.

Open Space Fund

There are no changes to the Open Space Fund from the prior budget draft.

DDA Fund Summary

There are no changes to the DDA Fund from the prior budget draft.

Parking in Lieu Fund Summary

No projected revenue or expenditures for 2026.

Wastewater Fund Summary

Staff adjusted amounts for 2025 capital projects based on actual YTD expenditures, as shown in the attached **2026 – 2030 Capital Improvement Plan**. The revised projected ending 2026 fund balance is **\$3,780,302**, with further detail shown below.

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
TOTAL FUND BALANCES (Beginning)	\$ 12,324,757	\$ 10,266,673	\$ 10,935,705	\$ 12,211,572	12%	\$ 1,275,867
TOTAL REVENUE	\$ 4,732,754	\$ 3,886,000	\$ 6,392,020	\$ 4,519,000	-29%	\$ (1,873,020)
EXPENDITURES						
Operating Expenditures	\$ 1,629,266	\$ 2,065,041	\$ 1,944,898	\$ 2,084,297	7%	\$ 139,399
Capital Expenditures	3,468,770	4,918,158	2,148,121	9,851,000	359%	7,702,879
Debt Service	975,973	971,520	973,708	969,470	0%	(4,238)
Transfers-Out	47,797	49,426	49,426	45,503	-8%	(3,923)
TOTAL EXPENDITURES	\$ 6,121,806	\$ 8,004,145	\$ 5,116,153	\$ 12,950,270	153%	\$ 7,834,117
RESTRICTED FOR:						
RATE STABILIZATION ACCOUNT 1	417,951	528,617	498,581	532,450	0	33,869
ASSIGNED FUND BALANCE	10,517,754	5,619,911	11,712,991	3,247,852	-72%	(8,465,139)
FUND BALANCE (Ending)	\$ 10,935,705	\$ 6,148,528	\$ 12,211,572	\$ 3,780,302	-69%	\$ (8,431,270)
Excess Fund Balance Available per Policy	\$ 9,552,416	\$ 4,660,748	\$ 10,751,640	\$ 2,289,758		

Water Fund Summary

Staff adjusted amounts for 2025 capital projects based on actual YTD expenditures, as shown in the attached **2026 – 2030 Capital Improvement Plan**. The revised projected ending 2026 fund balance is **\$16,343,911**, with further detail shown below.

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
TOTAL FUND BALANCES (Beginning)	\$ 21,458,175	\$ 17,530,250	\$ 20,988,144	\$ 16,469,582	-22%	\$ (4,518,562)
TOTAL REVENUE	\$ 6,727,546	\$ 5,784,554	\$ 8,907,153	\$ 6,739,593	-24%	\$ (2,167,560)
EXPENDITURES						
Operating Expenditures	\$ 2,081,902	\$ 2,650,588	\$ 2,425,275	\$ 2,708,786	12%	\$ 283,511
Capital Expenditures	3,769,668	10,421,108	9,940,236	2,972,500	-70%	(6,967,736)
Debt Service	1,279,892	990,572	990,572	990,723	0%	151
Transfers-Out	66,116	69,632	69,632	193,255	178%	123,623
TOTAL EXPENDITURES	\$ 7,197,577	\$ 14,131,900	\$ 13,425,715	\$ 6,865,264	-49%	\$ (6,560,451)
FUND BALANCES (Ending):						
RESTRICTED FOR:						
DEBT SERVICE 1	\$ 840,448.37	\$ 910,290	\$ 853,962	\$ 924,877	8%	\$ 70,916
ASSIGNED FUND BALANCE	20,147,696	8,272,614	15,615,620	15,419,034	-1%	(196,587)
TOTAL FUND BALANCE (Ending)	\$ 20,988,144	\$ 9,182,904	\$ 16,469,582	\$ 16,343,911	-1%	\$ (125,671)
Excess Fund Balance Available per Policy	\$ 19,187,777	\$ 7,529,685	\$ 14,872,691	\$ 14,675,991		

Refuse Fund Summary

There are no changes to the Refuse Fund from the prior budget draft.

Stormwater Fund Summary

There are no changes to the Stormwater Fund from the prior budget draft.

Broadband Fund Summary

Staff removed the debt service payments and interest from the 2025 budget since no transfers from the Water Fund will be needed until next year. The revised projected ending 2026 fund balance is **\$116,551**, with further detail shown below.

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
FUND BALANCES (Beginning):						
ASSIGNED FUND BALANCE	\$ -	\$ 390,550	\$ 55,967	\$ 50,978	-9%	\$ (4,989)
TOTAL FUND BALANCES (Beginning)	\$ -	\$ 390,550	\$ 55,967	\$ 50,978	-9%	\$ (4,989)
TOTAL REVENUE	\$ 182,781	\$ 326,000	\$ 206,092	\$ 462,260	124%	\$ 256,168
EXPENDITURES						
Operating Expenditures	\$ 126,813	\$ 617,715	\$ 208,248	\$ 342,955	65%	\$ 134,707
Capital Expenditures	-	-	-	-	-	-
Debt Service	-	94,000	-	-	-	-
Transfers-Out	-	2,833	2,833	53,732	1797%	50,899
TOTAL EXPENDITURES	\$ 126,813	\$ 714,548	\$ 211,081	\$ 396,687	88%	\$ 185,606
ASSIGNED FUND BALANCE	\$ 55,967	\$ 2,002	\$ 50,978	\$ 116,551	129%	\$ 65,573
TOTAL FUND BALANCE (Ending)	\$ 55,967	\$ 2,002	\$ 50,978	\$ 116,551	129%	\$ 65,573

2026 Fee Schedule

Please review the attached **Exhibit A – 2026 Fee Schedule**. All fee changes from 2025 are highlighted in orange. There are no changes from the prior draft fee schedule.

Next Steps

December 9: Certification of the 2025 Mill Levy for the 2026 Budget.

COMMUNITY INPUT: Community input on the current budget proposal has not been received. Staff has incorporated feedback from the Sales Tax Capital Improvement Fund (STCIF) Survey conducted in 2024 to help guide the STCIF budget.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: The 2026 Budget integrates various aspects of the Strategic Plan and other long-range planning documents. Our completed Budget document will demonstrate how the proposed expenditures and projects align with the Town's broader goals and priorities, ensuring that the Budget supports the community's long-term vision.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** Resolution 73, Series 2025, "A Resolution Reappropriating Funds To The Various Funds And Spending Agencies, In The Amounts And For The Purpose As Set Forth Below For The Town Of Eagle, Colorado For The 2025 Budget Year."

Motion to **approve** or **deny** Resolution 74, Series 2025, "A Resolution Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for The Town of Eagle, Colorado for The Calendar Year Beginning on the 1st Day of January 2026 and Ending on The Last Day of December 2026."

Motion to **approve** or **deny** Resolution 75, Series 2025, "A Resolution Appropriating Funds To The Various Funds And Spending Agencies, In The Amounts And For The Purpose As Set Forth Below For The Town Of Eagle, Colorado, For The 2026 Budget Year."

Motion to **approve** or **deny** Resolution 76, Series 2025, "A Resolution of The Town Council of The Town of Eagle, Colorado, Adopting A Fee Schedule Effective on the 1st Day of January 2026, Pursuant To 2.34 Of the Eagle Municipal Code."

ATTACHMENTS:

- 2025 - 2026 Town of Eagle Budget
- 2026 – 2030 Capital Improvement Plan
- Exhibit A – 2026 Fee Schedule
- Resolution 73-2025 – Reappropriating Various 2025 Funds
- Resolution 74-2025 – Summarizing Exp and Rev for Each Fund and Adopting a Budget for 2026
- Resolution 75-2025 – Appropriating Funds for the 2026 Budget Year
- Resolution 76-2025 – Adopting a Fee Schedule Effective January 1, 2026

REFERENCES:

- [2025 - 2026 Operating Budget Staff Memo 9.9.25](#)
- [2025 – 2026 Operating & Capital Budget Staff Memo 9.23.25](#)
- [2025 – 2026 Operating & Capital Budget Staff Memo 10.14.25](#)
- [2025 – 2026 Operating & Capital Budget Staff Memo 10.28.25](#)

2026 BUDGET - ALL FUNDS SUMMARY

	<u>2024 ACTUAL</u>	<u>2025 BUDGET</u>	<u>2025 REVISED</u>	<u>2026 BUDGET</u>	<u>YOY INCR. (DECR.)</u>
GENERAL FUND					
Beg. Fund Balance	\$ 7,478,461	\$ 5,454,325	\$ 6,875,935	\$ 7,091,870	\$ 215,935
Revenues	13,378,461	12,557,369	14,362,071	13,186,205	(1,175,866)
Transfers-In from other Funds	142,139	164,673	157,673	139,134	(18,539)
Expenditures	(11,786,520)	(12,673,280)	(12,706,309)	(13,536,116)	829,807
Transfers-Out to other Funds	(2,336,606)	(1,597,500)	(1,597,500)	(2,100,000)	502,500
Ending Fund Balance	\$ 6,875,935	\$ 3,905,587	\$ 7,091,870	\$ 4,781,093	\$ (2,310,777)
WASTE WATER FUND					
Beg. Fund Balance	\$ 12,324,757	\$ 10,266,673	\$ 10,935,705	\$ 12,211,572	\$ 1,275,867
Revenues	4,732,754	3,886,000	6,392,020	4,519,000	(1,873,020)
Transfers-In from other Funds	-	-	-	-	-
Expenditures	(6,074,009)	(7,954,719)	(5,066,727)	(12,904,767)	7,838,040
Transfers-Out to other Funds	(47,797)	(49,426)	(49,426)	(45,503)	(3,923)
Ending Fund Balance	\$ 10,935,705	\$ 6,148,528	\$ 12,211,572	\$ 3,780,302	\$ (8,431,270)
WATER FUND					
Beg. Fund Balance	\$ 21,458,175	\$ 17,530,250	\$ 20,988,144	\$ 16,469,582	\$ (4,518,562)
Revenues	6,727,546	5,784,554	8,907,153	6,688,705	(2,218,448)
Transfers-In from other Funds	-	-	-	50,888	50,888
Expenditures	(7,131,461)	(14,062,268)	(13,356,083)	(6,672,009)	(6,684,074)
Transfers-Out to other Funds	(66,116)	(69,632)	(69,632)	(193,255)	123,623
Ending Fund Balance	\$ 20,988,144	\$ 9,182,904	\$ 16,469,582	\$ 16,343,911	\$ (125,671)
REFUSE FUND					
Beg. Fund Balance	\$ 292,503	\$ 303,161	\$ 291,696	\$ 280,683	\$ (11,013)
Revenues	1,024,198	1,050,700	1,059,600	1,082,600	23,000
Transfers-In from other Funds	-	-	-	-	-
Expenditures	(1,009,005)	(1,030,685)	(1,056,613)	(1,046,137)	(10,476)
Transfers-Out to other Funds	(16,000)	(16,000)	(14,000)	(14,000)	-
Ending Fund Balance	\$ 291,696	\$ 307,176	\$ 280,683	\$ 303,146	\$ 22,463
STORMWATER FUND					
Beg. Fund Balance	\$ 216,757	\$ 287,371	\$ 318,754	\$ 384,797	\$ 66,043
Revenues	106,053	106,000	105,200	154,050	48,850
Transfers-In from other Funds	-	-	-	-	-
Expenditures	(4,056)	(35,500)	(39,157)	(289,173)	250,016
Transfers-Out to other Funds	-	-	-	-	-
Ending Fund Balance	\$ 318,754	\$ 357,871	\$ 384,797	\$ 249,674	\$ (135,123)
BROADBAND FUND					
Beg. Fund Balance	\$ -	\$ 390,550	\$ 55,967	\$ 50,978	\$ (4,989)
Revenues	182,781	326,000	206,092	337,260	131,168
Transfers-In from other Funds	-	-	-	125,000	125,000
Expenditures	(126,813)	(711,715)	(208,248)	(342,955)	134,707
Transfers-Out to other Funds	-	(2,833)	(2,833)	(53,732)	50,899
Ending Fund Balance	\$ 55,967	\$ 2,002	\$ 50,978	\$ 116,551	\$ 65,573
CAPITAL IMPROVEMENTS FUND					
Beg. Fund Balance	\$ 15,365,100	\$ 14,882,151	\$ 15,140,367	\$ 17,028,468	\$ 1,888,101
Revenues	1,587,902	2,363,047	5,882,992	2,986,500	(2,896,492)
Transfers-In from other Funds	2,416,275	1,705,000	1,705,000	2,250,000	545,000
Expenditures	(4,228,909)	(6,110,667)	(5,699,892)	(7,428,840)	1,728,949
Transfers-Out to other Funds	-	-	-	-	-
Ending Fund Balance	\$ 15,140,367	\$ 12,839,531	\$ 17,028,468	\$ 14,836,128	\$ (2,192,340)
SALES TAX CIF					
Beg. Fund Balance	\$ 2,602,791	\$ 8,128,320	\$ 56,093	\$ 2,148,263	\$ 2,092,170
Revenues	5,001,034	2,025,000	11,243,201	1,461,081	(9,782,120)
Transfers-In from other Funds	-	-	-	-	-
Expenditures	(7,297,732)	(8,527,145)	(8,901,031)	(1,867,101)	(7,033,930)
Transfers-Out to other Funds	(250,000)	(250,000)	(250,000)	(250,000)	-
Ending Fund Balance	\$ 56,093	\$ 1,376,175	\$ 2,148,263	\$ 1,492,243	\$ (656,020)

2026 BUDGET - ALL FUNDS SUMMARY

	<u>2024 ACTUAL</u>	<u>2025 BUDGET</u>	<u>2025 REVISED</u>	<u>2026 BUDGET</u>	<u>YOY INCR. (DECR.)</u>
CONSERVATION TRUST FUND					
Beg. Fund Balance	\$ 206,629	\$ 263,629	\$ 264,864	\$ 208,864	\$ (56,000)
Revenues	58,235	53,875	54,000	54,000	-
Transfers-In from other Funds	-	-	-	-	-
Expenditures	-	(110,000)	(110,000)	-	(110,000)
Transfers-Out to other Funds	-	-	-	-	-
Ending Fund Balance	\$ 264,864	\$ 207,504	\$ 208,864	\$ 262,864	\$ 54,000
DISPOSABLE BAG FEE FUND					
Beg. Fund Balance	\$ -	\$ 30,331	\$ 33,702	\$ 33,426	\$ (276)
Revenues	13,371	5,000	10,200	8,000	(2,200)
Transfers-In from other Funds	20,331	-	-	-	-
Expenditures	-	(2,000)	(4,018)	(17,500)	13,482
Transfers-Out to other Funds	-	(5,000)	(6,458)	-	(6,458)
Ending Fund Balance	\$ 33,702	\$ 28,331	\$ 33,426	\$ 23,926	\$ (9,500)
EXTERIOR ENERGY OFFSET FUND					
Beg. Fund Balance	\$ -	\$ 29,200	\$ 29,214	\$ 20,411	\$ (8,803)
Revenues	29,214	-	20,197	-	(20,197)
Transfers-In from other Funds	-	-	-	-	-
Expenditures	-	(29,000)	(29,000)	(20,000)	(9,000)
Transfers-Out to other Funds	-	-	-	-	-
Ending Fund Balance	\$ 29,214	\$ 200	\$ 20,411	\$ 411	\$ (20,000)
OPEN SPACE PRESERVATION FUND					
Beg. Fund Balance	\$ 848,275	\$ 810,943	\$ 878,538	\$ 1,241,356	\$ 362,818
Revenues	340,807	386,338	658,643	323,300	(335,343)
Transfers-In from other Funds	150,000	142,500	142,500	100,000	(42,500)
Expenditures	(448,318)	(641,072)	(421,543)	(529,574)	108,031
Transfers-Out to other Funds	(12,226)	(16,782)	(16,782)	(8,532)	(8,250)
Ending Fund Balance	\$ 878,538	\$ 681,927	\$ 1,241,356	\$ 1,126,550	\$ (114,806)
DOWNTOWN DEVELOPMENT AUTHORITY					
Beg. Fund Balance	\$ 31,687	\$ 15,537	\$ 31,837	\$ 35,412	\$ 3,575
Revenues	28,645	82,500	124,500	27,500	(97,000)
Transfers-In from other Funds	-	-	-	-	-
Expenditures	(28,495)	(70,000)	(120,925)	(49,238)	(71,687)
Transfers-Out to other Funds	-	-	-	-	-
Ending Fund Balance	\$ 31,837	\$ 28,037	\$ 35,412	\$ 13,674	\$ (21,738)
PARKING FEE IN LIEU FUND					
Beg. Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -
Revenues	-	-	-	-	-
Transfers-In from other Funds	-	-	-	-	-
Expenditures	-	-	-	-	-
Transfers-Out to other Funds	-	-	-	-	-
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL - ALL FUNDS					
Beg. Fund Balance	\$ 60,825,134	\$ 58,392,441	\$ 55,900,817	\$ 57,205,683	\$ 1,304,866
Revenues	33,211,002	28,626,383	49,025,869	30,828,201	(18,197,668)
Transfers-In from other Funds	2,728,745	2,012,173	2,005,173	2,665,022	659,849
Expenditures	(38,135,320)	(51,958,051)	(47,719,546)	(44,703,410)	3,016,136
Transfers-Out to other Funds	(2,728,745)	(2,007,173)	(2,006,631)	(2,665,022)	(658,391)
Ending Fund Balance	\$ 55,900,817	\$ 35,065,773	\$ 57,205,683	\$ 43,330,474	\$ (13,875,209)

GENERAL FUND: SUMMARY

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
FUND BALANCES (Beginning):						
NON-SPENDABLE: 1	\$ 216,679	\$ 223,000	\$ 216,739	\$ 223,000	3%	\$ 6,261
RESTRICTED FOR: Emergency Reserve	361,000	499,978	462,000	408,710	-12%	(53,290)
RESTRICTED FOR: ARPA Grant Earnings	123,855	-	-	-	-	-
HB21-1162 - BAG FEES	26,251	-	-	-	-	-
ASSIGNED FOR: Capital Projects: 2	-	-	-	-	-	-
UNASSIGNED FUND BALANCE:	6,750,676	4,731,347	6,197,196	6,460,160	4%	262,964
TOTAL FUND BALANCES (Beginning)	\$ 7,478,461	\$ 5,454,325	\$ 6,875,935	\$ 7,091,870	3%	\$ 215,935
REVENUE						
Taxes	10,341,999	10,227,500	10,721,668	10,412,423	-3%	(309,245)
Licenses and Permits	573,748	509,350	1,061,200	801,300	-24%	(259,900)
Intergovernmental Revenue	1,260,170	1,205,116	1,053,498	1,126,572	7%	73,074
Charges for Services	416,851	273,000	608,710	490,400	-19%	(118,310)
Fines & Forfeitures	198,739	95,838	461,900	107,910	-77%	(353,990)
Misc. Revenues	586,954	246,565	455,095	247,600	-46%	(207,495)
Transfers from Other Funds						
From Water	66,116	69,632	69,632	68,255	-2%	(1,377)
From Wastewater	47,797	49,426	49,426	45,503	-8%	(3,923)
From Refuse	16,000	16,000	14,000	14,000	0%	-
From Broadband	-	2,833	2,833	2,844	0%	11
From Capital Improvements	-	-	-	-	-	-
From Bag Fee Fund	-	5,000	5,000	-	-100%	(5,000)
From EEOB Fund	-	5,000	-	-	-	-
From Open Space	12,226	16,782	16,782	8,532	-49%	(8,250)
TOTAL REVENUE	\$ 13,520,600	\$ 12,722,042	\$ 14,519,744	\$ 13,325,339	-8%	\$ (1,194,405)
TOTAL SOURCES	\$ 20,999,061	\$ 18,176,367	\$ 21,395,679	\$ 20,417,209	-5%	\$ (978,470)
EXPENDITURES						
Town Council	148,203	129,187	127,167	127,341	0%	174
General Government	1,217,235	607,402	673,131	618,628	-8%	(54,503)
General Administration	943,581	1,021,972	1,025,054	964,917	-6%	(60,137)
Information Technology	691,686	769,739	831,856	891,651	7%	59,795
Community Development	1,199,627	1,408,229	1,550,605	1,844,978	19%	294,373
Streets	2,083,333	2,049,867	2,009,776	2,350,751	17%	340,975
Engineering	360,877	471,152	457,566	433,754	-5%	(23,812)
Buildings & Grounds	1,171,856	1,155,764	1,156,802	1,115,704	-4%	(41,098)
Public Safety	3,277,520	3,825,647	3,717,762	3,883,078	4%	165,316
Municipal Court	90,740	112,427	114,350	101,570	-11%	(12,780)
Information Center	25,599	27,031	27,069	28,386	5%	1,317
Events	438,744	451,724	437,644	447,931	2%	10,287
Communication & Marketing	137,519	178,724	98,388	194,629	98%	96,241
Sustainability	-	182,822	204,885	195,397	-5%	(9,488)
Economic Development & Housing	-	281,592	274,254	337,401	23%	63,147
TOTAL EXPENDITURES	\$ 11,786,520	\$ 12,673,280	\$ 12,706,309	\$ 13,536,116	7%	\$ 829,807
CURRENT YEAR OPERATING INCOME / LOSS	\$ 1,734,080	\$ 48,762	\$ 1,813,435	\$ (210,777)		
TRANSFERS TO OTHER FUNDS						
Transfer to Capital Improvements Fund	2,166,275	1,455,000	1,455,000	2,000,000	37%	545,000
Transfer to Refuse Fund	-	-	-	-	-	-
Transfer to Sales Tax Capital Improvements Fund	-	-	-	-	-	-
Transfer to DDA Fund	-	-	-	-	-	-
Transfer to Open Space Fund	150,000	142,500	142,500	100,000	-30%	(42,500)
Transfer to Disposable Bag Fee Fund	20,331	-	-	-	-	-
TOTAL TRANSFERS TO OTHER FUNDS	\$ 2,336,606	\$ 1,597,500	\$ 1,597,500	\$ 2,100,000	31%	\$ 502,500
TOTAL EXPENDITURES & TRANSFERS	\$ 14,123,126	\$ 14,270,780	\$ 14,303,809	\$ 15,636,116	9%	\$ 1,332,307
NET SOURCE (USE) OF FUNDS	\$ (602,526)	\$ (1,548,738)	\$ 215,935	\$ (2,310,777)	-1170%	\$ (2,526,712)
FUND BALANCES (Ending):	\$ 6,875,935	\$ 3,905,587	\$ 7,091,870	\$ 4,781,093	-33%	\$ (2,310,777)
NON-SPENDABLE: 1	\$ 216,739	\$ 223,000	\$ 223,000	\$ 223,000	0%	\$ -
RESTRICTED FOR: Emergency Reserve	462,000	471,710	408,710	535,169	31%	126,459
UNASSIGNED FUND BALANCE: 3	6,197,196	3,210,876	6,460,160	4,022,924	-38%	(2,437,236)
TOTAL FUND BALANCES (Ending)	\$ 6,875,935	\$ 3,905,587	\$ 7,091,870	\$ 4,781,093	-33%	\$ (2,310,777)
% of Unassigned Fund Balance Compared to Total Expenditures, Excluding Transfers	52.6%	25.3%	50.8%	29.7%		
Excess Fund Balance Available per Policy	\$ 3,250,566	\$ 42,556	\$ 3,283,583	\$ 638,895		

1 Non-Spendable: Prepaid Expenditures and EHOP (Long-term notes and funds held with fiscal agent for the Town's Employee Home Ownership Program)

2 This Assigned Fund Balance is from the Eagle County School District settlement funds received in 2021. Council Assigned the funds towards a Mountain Rec Project. Transferred to STCIF in 2023.

3 It is the Town's policy to have a minimum unassigned fund balance for the General Fund of 25% of total expenditures, not including transfers to other funds.

GENERAL FUND: REVENUE

		ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
TAXES							
10-431-10	General Property Tax	\$ 578,083	\$ 561,000	\$ 561,000	\$ 612,000	9%	\$ 51,000
10-431-20	Specific Ownership Tax	26,958	22,000	25,000	27,000	8%	2,000
10-431-30	Sales Tax - Regular	8,399,949	8,325,000	8,700,000	8,700,000	0%	-
10-431-31	Sales Tax - Special Marijuana/Tobacco	848,220	811,000	950,000	589,860	-38%	(360,140)
10-431-44	Severance Tax	53	250	63	63	0%	-
10-431-45	Federal Mineral Tax	517	250	605	500	-17%	(105)
10-431-50	Franchise Fees	239,657	254,000	240,000	240,000	0%	-
10-431-60	Marketing Lodging Tax	248,562	254,000	245,000	243,000	-1%	(2,000)
	TOTAL TAXES	\$ 10,341,999	\$ 10,227,500	\$ 10,721,668	\$10,412,423	-3%	\$ (309,245)
LICENSES & PERMITS							
10-432-10	Business Licenses	\$ 41,145	\$ 35,000	\$ 40,000	\$ 40,000	0%	\$ -
10-432-12	Liquor Licenses	9,410	5,000	9,500	8,000	-16%	(1,500)
10-432-13	Marijuana & Tobacco Licenses	3,750	3,000	3,000	3,000	0%	-
10-432-20	Building Permits	507,103	460,000	1,000,000	745,000	-26%	(255,000)
10-432-27	Electrical Permits	6,591	-	-	-	-	-
10-432-30	Road Cut Permits	3,960	5,000	7,100	4,000	-44%	(3,100)
10-432-35	Sign Permits	850	550	800	800	0%	-
10-432-40	Special Event Permits	939	800	800	500	-38%	(300)
	TOTAL LICENSES & PERMITS	\$ 573,748	\$ 509,350	\$ 1,061,200	\$ 801,300	-24%	\$ (259,900)
INTERGOVERNMENTAL REVENUE							
10-433-20	Motor Vehicle License Fee	\$ 32,712	\$ 32,000	\$ 32,000	\$ 32,000	0%	\$ -
10-433-30	Highway Users Tax	313,867	288,000	300,000	300,000	0%	-
10-433-60	Road & Bridge Tax	170,526	170,000	165,000	165,000	0%	-
10-433-70	County Sales Tax	286,513	292,000	284,000	285,000	0%	1,000
10-433-75	Grants	386,166	350,618	200,000	269,900	35%	69,900
10-433-85	Intergovernmental Contributions	70,386	72,498	72,498	74,672	3%	2,174
	TOTAL INTERGOVT REVENUES	\$ 1,260,170	\$ 1,205,116	\$ 1,053,498	\$ 1,126,572	7%	\$ 73,074
CHARGES FOR SERVICES							
10-434-10	Planning & Zoning Fees	\$ 9,291	\$ 16,000	\$ 29,410	\$ 18,400	-37%	\$ (11,010)
10-434-20	Planning & Zoning Reimbursable	215,581	140,000	275,000	300,000	9%	25,000
10-434-25	Facility Usage Fees	78,723	70,000	75,000	75,000	0%	-
10-434-26	Facility Usage Deposits	3,939	-	2,300	-	-100%	(2,300)
10-434-30	Sponsorship & Event Fees	7,700	15,000	15,000	15,000	0%	-
10-434-32	Broadband Service Charges	32,040	32,000	32,000	32,000	0%	-
10-434-40	Real Estate Transfer Fee	69,577	-	180,000	50,000	-	-
10-434-50	Disposable Bag Usage Fee	-	-	-	-	-	-
	TOTAL CHARGES FOR SERVICES	\$ 416,851	\$ 273,000	\$ 608,710	\$ 490,400	-19%	\$ (118,310)
FINES & FORFEITURES							
10-435-10	Fines & Forfeits	\$ 29,271	\$ 35,000	\$ 20,000	\$ 20,000	0%	\$ -
10-435-15	Police Surcharge	3,294	6,500	2,100	2,100	0%	-
10-435-20	Police Miscellaneous	6,110	6,400	2,000	2,000	0%	-
10-435-25	Police Grants	134,215	8,258	402,800	48,810	-88%	(353,990)
10-435-30	Special Duty Reimbursable	25,849	39,680	35,000	35,000	0%	-
10-435-35	Charitable Organization Fee	-	-	-	-	-	-
	TOTAL FINES & FORFEITS	\$ 198,739	\$ 95,838	\$ 461,900	\$ 107,910	-77%	\$ (353,990)
MISCELLANEOUS REVENUE							
10-436-10	General Interest	\$ 391,697	\$ 175,000	\$ 290,000	\$ 200,000	-31%	\$ (90,000)
10-436-11	ARPA Interest	84,583	-	799	-	-100%	(799)
10-436-12	GASB87 Lease Interest Revenue	203	-	-	-	-	-
10-436-17	Penalty & Interest	6,606	500	2,200	500	-77%	(1,700)
10-436-25	Property Damage Interest	-	-	-	-	-	-
10-436-30	Contributions & Donations	1,000	-	4,500	-	-100%	(4,500)
10-436-42	Information Center Donations	-	-	-	-	-	-
10-436-50	Rental Income	21,603	22,545	20,000	-	-100%	(20,000)
10-436-51	GASB87 NPV Adj to Lease Revenue	(1,498)	-	-	-	-	-
10-436-52	Employee Housing Rental Income	6,180	36,420	42,440	35,000	-18%	(7,440)
10-436-70	Other Miscellaneous Revenue	11,284	10,500	10,500	10,500	0%	-
10-436-71	Settlement Miscellaneous Revenue	2,500	-	-	-	-	-
10-436-72	Sale of Fixed Assets	-	-	71,000	-	-100%	(71,000)
10-436-75	Service Charge	-	-	-	-	-	-
10-436-78	Insurance Proceeds	58,131	-	5,017	-	-100%	(5,017)
10-436-80	Reimbursable Revenue - Other	2,577	1,600	3,000	1,600	-47%	(1,400)
10-436-94	Impact Fees Administration Fees	2,088	-	5,639	-	-100%	(5,639)
10-436-95	Fee in Lieu - LERP	-	-	-	-	-	-
10-436-96	Grants	-	-	-	-	-	-
	TOTAL MISCELLANEOUS REVENUE	\$ 586,954	\$ 246,565	\$ 455,095	\$ 247,600	-46%	\$ (207,495)
TRANSFERS IN FROM OTHER FUNDS							
10-437-20	Water - Indirect IT Services	\$ 66,116	\$ 69,632	\$ 69,632	\$ 68,255	-2%	\$ (1,377)
10-437-30	Wastewater - Indirect IT Services	47,797	49,426	49,426	45,503	-8%	(3,923)
10-437-40	General Admin. Refuse	16,000	16,000	14,000	14,000	0%	-
10-437-56	Broadband - Indirect IT Services	-	2,833	2,833	2,844	0%	11
10-437-31	Capital Improvements	-	-	-	-	-	-
10-437-72	Bag Fee Fund	-	5,000	5,000	-	-100%	(5,000)
10-437-73	EEOP Fund	-	5,000	-	-	-	-
10-437-80	Open Space - Indirect IT Services	12,226	16,782	16,782	8,532	-49%	(8,250)
	TOTAL TRANSFERS IN	\$ 142,139	\$ 164,673	\$ 157,673	\$ 139,134	-12%	\$ (18,539)
	TOTAL GENERAL FUND REVENUES	\$ 13,520,600	\$ 12,722,042	\$ 14,519,744	\$13,325,339	-8%	\$ (1,194,405)

GENERAL FUND: TOWN COUNCIL

SUMMARY OF EXPENDITURES

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ 49,158	\$ 49,312	\$ 49,292	\$ 58,363	18%	\$ 9,071
SUPPLIES	48	500	500	500	0%	-
CHARGES FOR SERVICES	33,549	24,250	22,170	38,250	73%	16,080
DISCRETIONARY FUNDING	65,334	55,000	55,000	30,000	-45%	(25,000)
FIXED CHARGES	114	125	205	228	11%	23
TOTAL EXPENDITURES	\$ 148,203	\$ 129,187	\$ 127,167	\$ 127,341	0%	\$ 174

GENERAL FUND: GENERAL GOVERNMENT

SUMMARY OF EXPENDITURES

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ 617,417	\$ 451,390	\$ 449,404	\$ 472,484	5%	\$ 23,080
SUPPLIES	484	1,100	8,100	1,100	-86%	(7,000)
CHARGES FOR SERVICES	585,159	137,138	209,627	138,444	-34%	(71,183)
DISCRETIONARY FUNDING	-	-	-	-	-	-
FIXED CHARGES	14,175	17,775	6,000	6,600	10%	600
TOTAL EXPENDITURES	\$ 1,217,235	\$ 607,402	\$ 673,131	\$ 618,628	-8%	\$ (54,503)

GENERAL FUND: GENERAL ADMIN

SUMMARY OF EXPENDITURES

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ 723,476	\$ 780,194	\$ 789,742	\$ 739,261	-6%	\$ (50,481)
SUPPLIES	4,280	5,081	4,951	4,895	-1%	(56)
CHARGES FOR SERVICES	201,992	221,197	214,546	203,964	-5%	(10,582)
DISCRETIONARY FUNDING	-	-	-	-	-	-
FIXED CHARGES	13,833	15,500	15,815	16,797	6%	982
CAPITAL OUTLAY	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 943,581	\$ 1,021,972	\$ 1,025,054	\$ 964,917	-6%	\$ (60,137)

GENERAL FUND: IT

SUMMARY OF EXPENDITURES

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ 232,277	\$ 199,333	\$ 264,208	\$ 322,858	22%	\$ 58,650
SUPPLIES	46,435	79,000	79,000	79,000	0%	-
CHARGES FOR SERVICES	412,492	490,881	487,200	488,200	0%	1,000
DISCRETIONARY FUNDING	-	-	-	-	-	-
FIXED CHARGES	483	525	1,448	1,593	10%	145
TOTAL EXPENDITURES	\$ 691,686	\$ 769,739	\$ 831,856	\$ 891,651	7%	\$ 59,795

GENERAL FUND: COMMUNITY DEVELOPMENT

SUMMARY OF EXPENDITURES

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICE	\$ 841,588	\$ 1,038,478	\$ 1,002,740	\$ 1,091,700	9%	\$ 88,960
SUPPLIES	4,657	4,700	5,200	4,700	-10%	(500)
CHARGES FOR SERVICES	352,498	364,051	540,313	745,991	38%	205,678
DISCRETIONARY FUNDING					-	
FIXED CHARGES	883	1,000	2,352	2,587	10%	235
CAPITAL OUTLAY	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 1,199,627	\$ 1,408,229	\$ 1,550,605	\$ 1,844,978	19%	\$ 294,373

GENERAL FUND: STREETS

SUMMARY OF EXPENDITURES

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ 768,550	\$ 916,316	\$ 847,748	\$ 1,018,732	20%	\$ 170,984
SUPPLIES	235,673	206,954	206,954	206,954	0%	-
CHARGES FOR SERVICES	1,025,909	905,347	928,292	1,095,605	18%	167,313
DISCRETIONARY FUNDING					-	
FIXED CHARGES	15,574	21,250	26,782	29,460	10%	2,678
CAPITAL OUTLAY	37,627	-	-	-	-	-
TOTAL EXPENDITURES	\$ 2,083,333	\$ 2,049,867	\$ 2,009,776	\$ 2,350,751	17%	\$ 340,975

GENERAL FUND: ENGINEERING

SUMMARY OF EXPENDITURES

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICE	\$ 344,197	\$ 449,874	\$ 434,460	\$ 413,657	-5%	\$ (20,803)
SUPPLIES	3,905	4,950	5,950	4,950	-17%	(1,000)
CHARGES FOR SERVICES	11,344	14,548	14,748	12,498	-15%	(2,250)
DISCRETIONARY FUNDING	-	-	-	-	-	-
FIXED CHARGES	1,431	1,780	2,408	2,649	10%	241
TOTAL EXPENDITURES	\$ 360,877	\$ 471,152	\$ 457,566	\$ 433,754	-5%	\$ (23,812)

GENERAL FUND: BUILDING & GROUNDS

SUMMARY OF EXPENDITURES

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ 677,089	\$ 738,007	\$ 718,416	\$ 667,930	-7%	\$ (50,486)
SUPPLIES	151,127	120,200	120,200	120,200	0%	-
CHARGES FOR SERVICES	269,593	226,842	226,842	227,096	0%	254
DISCRETIONARY FUNDING	-	-	-	-	-	-
FIXED CHARGES	74,046	70,715	91,344	100,478	10%	9,134
CAPITAL OUTLAY	-	-	-	-	-	-
TOTAL EXPENDITURES	<u>\$ 1,171,856</u>	<u>\$ 1,155,764</u>	<u>\$ 1,156,802</u>	<u>\$ 1,115,704</u>	<u>-4%</u>	<u>\$ (41,098)</u>

GENERAL FUND: PUBLIC SAFETY**SUMMARY OF EXPENDITURES**

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICE	\$ 2,473,702	\$ 3,005,303	\$ 2,882,764	\$ 2,908,096	1%	\$ 25,332
SUPPLIES	189,035	121,053	121,053	170,090	41%	49,037
CHARGES FOR SERVICES	534,717	615,291	614,841	695,878	13%	81,037
DISCRETIONARY FUNDING					-	
FIXED CHARGES	80,066	84,000	99,104	109,014	10%	9,910
TOTAL EXPENDITURES	\$ 3,277,520	\$ 3,825,647	\$ 3,717,762	\$ 3,883,078	4%	\$ 165,316

GENERAL FUND: INFO CENTER

SUMMARY OF EXPENDITURES

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ 25,326	\$ 26,216	\$ 26,231	\$ 27,544	5%	\$ 1,313
SUPPLIES	149	795	795	795	0%	-
CHARGES FOR SERVICES	109	-	-	-	-	-
DISCRETIONARY FUNDING	-	-	-	-	-	-
FIXED CHARGES	15	20	43	47	9%	4
TOTAL EXPENDITURES	\$ 25,599	\$ 27,031	\$ 27,069	\$ 28,386	5%	\$ 1,317

GENERAL FUND: EVENTS**SUMMARY OF EXPENDITURES**

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ 220,445	\$ 244,714	\$ 229,004	\$ 245,840	7%	\$ 16,836
SUPPLIES	2,200	1,350	1,350	1,050	-22%	(300)
CHARGES FOR SERVICES	106,300	104,860	111,307	99,960	-10%	(11,347)
DISCRETIONARY FUNDING	109,100	100,000	95,000	100,000	5%	5,000
FIXED CHARGES	699	800	983	1,081	10%	98
TOTAL EXPENDITURES	\$ 438,744	\$ 451,724	\$ 437,644	\$ 447,931	2%	\$ 10,287

GENERAL FUND: COMMS & MARKETING

SUMMARY OF EXPENDITURES

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ 104,114	\$ 115,962	\$ 35,493	\$ 101,962	187%	\$ 66,469
SUPPLIES	4,285	2,700	2,700	2,750	2%	50
CHARGES FOR SERVICES	29,018	59,912	59,912	89,606	50%	29,694
DISCRETIONARY FUNDING	-	-	-	-	-	-
FIXED CHARGES	102	150	283	311	10%	28
TOTAL EXPENDITURES	\$ 137,519	\$ 178,724	\$ 98,388	\$ 194,629	98%	\$ 96,241

GENERAL FUND: SUSTAINABILITY

SUMMARY OF EXPENDITURES

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ -	\$ 113,744	\$ 110,107	\$ 117,510	7%	\$ 7,403
SUPPLIES	-	1,750	1,750	1,750	0%	\$ -
CHARGES FOR SERVICES	-	52,078	77,690	75,765	-2%	\$ (1,925)
DISCRETIONARY FUNDING	-	15,000	15,000	-	-100%	\$ (15,000)
FIXED CHARGES	-	250	338	372	10%	\$ 34
TOTAL EXPENDITURES	\$ -	\$ 182,822	\$ 204,885	\$ 195,397	-5%	\$ (9,488)

GENERAL FUND: ECON DEV & HOUSING

SUMMARY OF EXPENDITURES

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ -	\$ 121,472	\$ 117,429	\$ 125,639	7%	\$ 8,210
SUPPLIES	-	150	150	150	0%	-
CHARGES FOR SERVICES	-	159,720	156,210	211,100	35%	54,890
DISCRETIONARY FUNDING	-	-	-	-	-	-
FIXED CHARGES	-	250	465	512	10%	47
TOTAL EXPENDITURES	\$ -	\$ 281,592	\$ 274,254	\$ 337,401	23%	\$ 63,147

CAPITAL IMPROVEMENTS FUND

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
FUND BALANCES (Beginning):						
RESTRICTED FOR:						
COMMUNITY ENHANCEMENT ¹	51,242	\$ 105,763	\$ 104,367	\$ 157,867	51%	\$ 53,500
GRAND AVE: TRANSPORTATION EXPENDITURES	1,788,531	1,881,531	1,885,617	1,969,617	4%	84,000
ASSIGNED FOR:						
GRAND AVENUE	7,129,504	8,148,697	7,931,023	7,737,615	-2%	(193,408)
AFFORDABLE HOUSING	375,000	213,479	750,000	-		
TOWN FACILITIES	-	-	-	560,000		
OTHER CAPITAL PROJECTS	6,020,823	4,532,681	4,469,361	6,603,369	48%	2,134,008
TOTAL FUND BALANCES (Beginning)	15,365,100	\$ 14,882,151	\$ 15,140,367	\$ 17,028,468	12%	\$ 1,888,101
REVENUE						
31-430-45 Capital Improvement Interest	\$ 679,838	\$ 550,000	\$ 550,000	\$ 550,000	0%	\$ -
31-430-46 Community Enhancement Interest	2,182	-	-	-	-	-
31-430-47 Devolution & Transportation Interest	97,086	35,000	84,000	35,000	-58%	(49,000)
31-430-50 Community Enhancement ¹	53,126	54,600	53,500	53,500	0%	-
31-430-60 Municipal Land Dedication	-	-	-	-	-	-
31-430-65 LERP - Fee In Lieu	-	-	-	-	-	-
31-430-70 Miscellaneous Income	-	-	398,052	-	-100%	(398,052)
31-430-74 Developer Contribution to Grand Ave.	-	-	1,088,300	-	-100%	(1,088,300)
31-430-77 Eagle County Contributions	-	-	-	-	-	-
31-430-78 ECO Reimbursement	-	-	-	-	-	-
31-430-84 Public Safety Impact Fees	36,875	-	502,967	188,000	-63%	(314,967)
31-430-85 Street Impact Fees	17,886	-	253,917	160,000	-37%	(93,917)
31-430-86 Use Tax	700,909	480,000	1,887,256	1,750,000	-7%	(137,256)
31-430-87 Grants	-	1,243,447	505,000	250,000	-50%	(255,000)
31-436-72 Sale of Fixed Assets	-	-	560,000	-	-100%	(560,000)
31-437-80 Transfer from STCIF	250,000	250,000	250,000	250,000	0%	-
31-437-10 Transfer from General Fund - Grand Ave	1,500,000	955,000	955,000	1,500,000	57%	545,000
31-437-10 Transfer from General Fund - LERP	375,000	-	-	-	-	-
31-437-10 Transfer from General Fund - Other	291,275	500,000	500,000	500,000	0%	-
TOTAL REVENUE	4,004,177	\$ 4,068,047	\$ 7,587,992	\$ 5,236,500	-31%	\$ (2,351,492)
TOTAL SOURCES	\$ 19,369,277	\$ 18,950,198	\$ 22,728,359	\$ 22,264,968	-2%	\$ (463,392)
EXPENDITURES						
Capital Expenditures	\$ 4,228,909	\$ 6,110,667	\$ 5,699,892	\$ 7,428,840	30%	\$ 1,728,949
Transfers to Other Funds	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 4,228,909	\$ 6,110,667	\$ 5,699,892	\$ 7,428,840	30%	\$ 1,728,949
NET SOURCE (USE) OF FUNDS	\$ (224,732)	\$ (2,042,620)	\$ 1,888,101	\$ (2,192,340)	-216%	\$ (4,080,441)
FUND BALANCES (Ending):	15,140,367	12,839,531	17,028,468	14,836,128	-13%	\$ (2,192,340)
RESTRICTED FOR:						
COMMUNITY ENHANCEMENT ¹	104,367	\$ 160,363	\$ 157,867	\$ 211,367	34%	\$ 53,500
GRAND AVE: TRANSPORTATION EXPENDITURES	1,885,617	1,916,531	1,969,617	2,004,617	2%	35,000
ASSIGNED FOR:						
GRAND AVENUE	7,931,023	7,353,697	7,737,615	8,192,615	6%	455,000
AFFORDABLE HOUSING	750,000	213,479	-	-	-	-
TOWN FACILITIES	-	-	560,000	560,000		
OTHER CAPITAL PROJECTS	4,469,361	3,195,461	6,603,369	3,867,529	-41%	(2,735,840)
TOTAL FUND BALANCES (Ending):	15,140,367	\$ 12,839,531	\$ 17,028,468	\$ 14,836,128	-13%	\$ (2,192,340)
Excess Fund Balance Available per Policy	\$ 2,829,147	\$ 1,140,128	\$ 4,996,777	\$ 800,609		

¹ Per Holy Cross Energy (HCE) 2010 Franchise agreement, the Town receives 1% of the municipalities revenue, and funds received are restricted to be spent on programs approved by HCE.

SALES TAX CAPITAL IMPROVEMENTS FUND

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
FUND BALANCES (Beginning):						
RESTRICTED FOR:						
NONSPENDABLE	\$ 10,848	\$ 10,848	\$ -	\$ -	-	\$ -
DEBT SERVICE RESERVE PER FUND POLICY	161,619	161,619	161,619	758,839	370%	597,220
ASSIGNED FOR CAPITAL PROJECTS	2,430,324	7,955,853	(105,526)	1,389,424	-1417%	1,494,950
TOTAL FUND BALANCES (Beginning)	<u>\$ 2,602,791</u>	<u>\$ 8,128,320</u>	<u>\$ 56,093</u>	<u>\$ 2,148,263</u>	<u>3730%</u>	<u>\$ 2,092,170</u>
REVENUE						
61-431-30 Sales Tax	\$ 1,049,994	\$ 1,045,000	\$ 1,059,000	\$ 1,060,000	0%	\$ 1,000
61-433-10 Grants	1,687,797	530,000	730,000	-	-100%	(730,000)
61-433-20 Mountain Rec Capital Funds	2,125,000	-	-	-	-	-
61-433-30 Mountain Rec Debt Service Match	-	350,000	215,254	346,081	61%	130,827
61-436-10 Interest - ColoTrust STCIF	138,244	100,000	55,000	55,000	0%	-
61-436-42 Contributions & Donations	-	-	-	-	-	-
61-436-50 Debt Proceeds	-	-	8,805,000	-	-100%	(8,805,000)
61-436-60 Debt Premium	-	-	378,947	-	-100%	(378,947)
61-436-70 Miscellaneous Revenue	-	-	-	-	-	-
61-437-10 Transfer from General Fund	-	-	-	-	-	-
61-437-31 Transfer from Capital Improvements Fund	-	-	-	-	-	-
61-437-81 Transfer from Open Space Fund	-	-	-	-	-	-
TOTAL REVENUE	<u>\$ 5,001,034</u>	<u>\$ 2,025,000</u>	<u>\$ 11,243,201</u>	<u>\$ 1,461,081</u>	<u>-87%</u>	<u>\$ (9,782,120)</u>
TOTAL SOURCES	<u>\$ 7,603,825</u>	<u>\$ 10,153,320</u>	<u>\$ 11,299,294</u>	<u>\$ 3,609,344</u>	<u>-68%</u>	<u>\$ (7,689,950)</u>
EXPENDITURES						
CHARGES FOR SERVICES						
61-50-310 Communication & Shipping	\$ 34	\$ -	\$ -	\$ -	-	\$ -
61-50-372 Meeting Expense	-	-	-	-	-	\$ -
61-50-347 Professional Services	-	20,000	70,000	50,000	-29%	\$ (20,000)
61-50-351 Legal	2,003	10,000	4,000	4,000	0%	-
61-50-354 Engineering	-	-	-	-	-	-
61-50-360 R&M Services	-	-	-	25,000	-	25,000
TOTAL CHARGES FOR SERVICES	<u>\$ 2,037</u>	<u>\$ 30,000</u>	<u>\$ 74,000</u>	<u>\$ 79,000</u>	<u>7%</u>	<u>\$ 5,000</u>
DISCRETIONARY FUNDING						
61-50-450 Eagle County Trails Funding	-	-	-	-	-	-
TOTAL DISCRETIONARY FUNDING	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>-</u>	<u>\$ -</u>
CAPITAL OUTLAY						
61-50-720 Multi-Use Rec Facilities Improvements	\$ 6,690,020	\$ 6,653,907	\$ 7,311,198	\$ -	-100%	\$ (7,311,198)
61-50-730 Paved Path Improvments	95,080	220,000	220,000	\$ 125,000	-43%	(95,000)
61-50-745 Town Park Improvements	158,152	600,000	356,922	\$ 645,000	81%	288,078
61-50-760 River Park Improvements	29,607	-	-	-	-	-
TOTAL CAPITAL OUTLAY	<u>\$ 6,972,858</u>	<u>\$ 7,473,907</u>	<u>\$ 7,888,120</u>	<u>\$ 770,000</u>	<u>-90%</u>	<u>\$ (7,118,120)</u>
DEBT SERVICE						
61-50-815 Debt Service	\$ 115,000	\$ 430,000	\$ 295,000	\$ 410,000	39%	\$ 115,000
61-50-816 Debt Service Interest	207,338	592,738	463,839	605,101	30%	141,262
61-50-810 Cost of Issuance	-	-	179,572	-	-100%	(179,572)
61-50-820 Agent Fees	500	500	500	3,000	500%	2,500
TOTAL DEBT SERVICE	<u>\$ 322,838</u>	<u>\$ 1,023,238</u>	<u>\$ 938,911</u>	<u>\$ 1,018,101</u>	<u>8%</u>	<u>\$ 79,190</u>
CONTINGENCY						
61-50-900 CONTINGENCY	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>0%</u>	<u>\$ -</u>
TRANSFERS TO OTHER FUNDS						
61-50-950 TRANSFER TO CAP IMPR FUND	<u>\$ 250,000</u>	<u>\$ 250,000</u>	<u>\$ 250,000</u>	<u>\$ 250,000</u>	<u>0%</u>	<u>\$ -</u>
TOTAL EXPENDITURES	<u>\$ 7,547,732</u>	<u>\$ 8,777,145</u>	<u>\$ 9,151,031</u>	<u>\$ 2,117,101</u>	<u>-77%</u>	<u>\$ (7,033,930)</u>
NET SOURCE (USE) OF FUNDS	<u>\$ (2,546,698)</u>	<u>\$ (6,752,145)</u>	<u>\$ 2,092,170</u>	<u>\$ (656,020)</u>	<u>-131%</u>	<u>\$ (2,748,190)</u>
FUND BALANCES (Ending):	<u>\$ 56,093</u>	<u>\$ 1,376,175</u>	<u>\$ 2,148,263</u>	<u>\$ 1,492,243</u>	<u>-31%</u>	<u>\$ (656,020)</u>
RESTRICTED FOR:						
NONSPENDABLE	\$ -	\$ 10,848	\$ -	\$ -	-	\$ -
DEBT SERVICE RESERVE PER FUND POLICY	161,619	161,619	758,839	1,015,101	34%	256,262
ASSIGNED FOR CAPITAL PROJECTS	(105,526)	1,214,556	1,389,424	477,142	-66%	(912,282)
TOTAL FUND BALANCES (Ending):	<u>\$ 56,093</u>	<u>\$ 1,376,175</u>	<u>\$ 2,148,263</u>	<u>\$ 1,492,243</u>	<u>-31%</u>	<u>\$ (656,020)</u>
Excess Fund Balance Available per Policy	<u>\$ (105,526)</u>	<u>\$ 1,214,556</u>	<u>\$ 1,389,424</u>	<u>\$ 477,142</u>		

Funds may be used for 1) The acquisition, design, and construction of the Eagle River Park, 2) Other Town parks, 3) Path improvements, and 4) Multi-recreational facilities

CONSERVATION TRUST FUND

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
FUND BALANCES (Beginning):						
RESTRICTED FUND BALANCE	\$ 206,629	\$ 263,629	\$ 264,864	\$ 208,864	-21%	\$ (56,000)
TOTAL FUND BALANCES (Beginning)	<u>\$ 206,629</u>	<u>\$ 263,629</u>	<u>\$ 264,864</u>	<u>\$ 208,864</u>	-21%	<u>\$ (56,000)</u>
REVENUES						
71-430-10 Lottery Proceeds	\$ 45,999	\$ 45,000	\$ 42,000	\$ 42,000	0%	\$ -
71-430-20 Interest on Investments	12,237	8,875	12,000	12,000	0%	-
TOTAL REVENUES	<u>\$ 58,235</u>	<u>\$ 53,875</u>	<u>\$ 54,000</u>	<u>\$ 54,000</u>	0%	<u>\$ -</u>
EXPENDITURES						
71-50-755 Haymaker Trailhead Improvements	-	110,000	110,000	-	100%	(110,000)
71-50-900 Contingency	-	-	-	-	0%	-
TOTAL EXPENDITURES	<u>\$ -</u>	<u>\$ 110,000</u>	<u>\$ 110,000</u>	<u>\$ -</u>	-100%	<u>\$(110,000)</u>
NET SOURCE (USE) OF FUNDS	\$ 58,235	\$ (56,125)	\$ (56,000)	\$ 54,000	196%	\$ 110,000
RESTRICTED FUND BALANCE	\$ 264,864	\$ 207,504	\$ 208,864	\$ 262,864	26%	\$ 54,000
TOTAL FUND BALANCE (Ending)	<u>\$ 264,864</u>	<u>\$ 207,504</u>	<u>\$ 208,864</u>	<u>\$ 262,864</u>	26%	<u>\$ 54,000</u>
<i>Excess Fund Balance Available per Policy</i>	<u>\$ 264,864</u>	<u>\$ 207,504</u>	<u>\$ 208,864</u>	<u>\$ 262,864</u>		

DISPOSABLE BAG FEE FUND

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
FUND BALANCES (Beginning):						
RESTRICTED FUND BALANCE	\$ -	\$ 30,331	\$ 33,702	\$ 33,426	-1%	\$ (276)
TOTAL FUND BALANCES (Beginning)	\$ -	\$ 30,331	\$ 33,702	\$ 33,426	-1%	\$ (276)
REVENUES						
72-434-10 Disposable Bag Fee	\$ 13,371	\$ 5,000	\$ 10,200	\$ 8,000	-22%	\$ (2,200)
72-437-10 Transfer from General Fund	20,331	-	-	-	-	-
TOTAL REVENUES	\$ 33,702	\$ 5,000	\$ 10,200	\$ 8,000	-22%	\$ (2,200)
EXPENDITURES						
72-50-220 Operating Expenditures	\$ -	\$ -	\$ -	\$ 10,000	-	\$ 10,000
72-50-347 Professional Services	-	2,000	4,018	-	-100%	(4,018)
72-50-410 Event Production	-	-	-	7,500	-	7,500
72-50-920 Transfer to General Fund	-	5,000	6,458	-	-100%	(6,458)
TOTAL EXPENDITURES	\$ -	\$ 7,000	\$ 10,476	\$ 17,500	67%	\$ 7,024
NET SOURCE (USE) OF FUNDS	\$ 33,702	\$ (2,000)	\$ (276)	\$ (9,500)	-3342%	\$ (9,224)
RESTRICTED FUND BALANCE	\$ 33,702	\$ 28,331	\$ 33,426	\$ 23,926	-28%	\$ (9,500)
TOTAL FUND BALANCE (Ending)	\$ 33,702	\$ 28,331	\$ 33,426	\$ 23,926	-28%	\$ (9,500)
Excess Fund Balance Available per Policy	\$ 33,702	\$ 28,331	\$ 33,426	\$ 23,926		

Fees may be used for program administration, related education and outreach, and community recycling, compost or waste diversion programs

EXTERIOR ENERGY OFFSET FUND

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
FUND BALANCES (Beginning):						
RESTRICTED FUND BALANCE	\$ -	\$ 29,200	\$ 29,214	\$ 20,411	-30%	\$ (8,803)
TOTAL FUND BALANCES (Beginning)	<u>\$ -</u>	<u>\$ 29,200</u>	<u>\$ 29,214</u>	<u>\$ 20,411</u>	<u>-30%</u>	<u>\$ (8,803)</u>
REVENUES						
73-432-10 Exterior Energy Offset Program	\$ 29,214	\$ -	\$ 20,197	\$ -	-100%	\$ (20,197)
73-437-10 Transfer from General Fund	-	-	-	-	-	-
TOTAL REVENUES	<u>\$ 29,214</u>	<u>\$ -</u>	<u>\$ 20,197</u>	<u>\$ -</u>	<u>-100%</u>	<u>\$ (20,197)</u>
EXPENDITURES						
73-50-220 Operating Expenditures	\$ -	\$ -	\$ -	\$ -	-	\$ -
73-50-347 Professional Services	-	29,000	29,000	20,000	-31%	(9,000)
73-50-920 Transfer to General Fund	-	-	-	-	-	-
TOTAL EXPENDITURES	<u>\$ -</u>	<u>\$ 29,000</u>	<u>\$ 29,000</u>	<u>\$ 20,000</u>	<u>-31%</u>	<u>\$ (9,000)</u>
NET SOURCE (USE) OF FUNDS	\$ 29,214	\$ (29,000)	\$ (8,803)	\$ (20,000)	-127%	\$ (11,197)
RESTRICTED FUND BALANCE	\$ 29,214	\$ 200	\$ 20,411	\$ 411	-98%	\$ (20,000)
TOTAL FUND BALANCE (Ending)	<u>\$ 29,214</u>	<u>\$ 200</u>	<u>\$ 20,411</u>	<u>\$ 411</u>	<u>-98%</u>	<u>\$ (20,000)</u>
<i>Excess Fund Balance Available per Policy</i>	<u>\$ 29,214</u>	<u>\$ 200</u>	<u>\$ 20,411</u>	<u>\$ 411</u>		

Fees may be used for financial assistance, rebates, and incentives to promote energy-efficient projects within the Town

OPEN SPACE PRESERVATION FUND

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
FUND BALANCES (Beginning):						
COMMITTED FUND BALANCE	\$ 848,275	\$ 810,943	\$ 878,538	\$ 1,241,356	41%	\$ 362,818
TOTAL FUND BALANCES (Beginning)	\$ 848,275	\$ 810,943	\$ 878,538	\$ 1,241,356	41%	\$ 362,818
REVENUES						
81-430-10 Lodging Tax	\$ 248,562	\$ 254,000	\$ 245,000	\$ 243,000	-1%	\$ (2,000)
81-430-15 Penalty & Interest	174	300	1,700	300	-82%	(1,400)
81-430-20 Interest on Investments	47,354	25,000	37,000	30,000	-19%	(7,000)
81-430-30 Usage Fees	-	-	-	-	-	-
81-431-00 Grants	9,717	5,283	5,283	-	-100%	(5,283)
81-431-10 Developer Contribution	-	-	369,660	-	-100%	(369,660)
81-433-00 Intergovernmental Contributions	35,000	101,755	-	-	-	-
81-434-10 Reimbursable Revenue	-	-	-	-	-	-
81-434-40 Real Estate Transfer Fee	-	-	-	50,000	-	50,000
81-436-70 Miscellaneous	-	-	-	-	-	-
81-437-10 Transfer from General Fund	150,000	142,500	142,500	100,000	-30%	(42,500)
TOTAL REVENUES	\$ 490,807	\$ 528,838	\$ 801,143	\$ 423,300	-47%	\$ (377,843)
TOTAL SOURCES	\$ 1,339,082	\$ 1,339,781	\$ 1,679,681	\$ 1,664,656	-1%	\$ -
EXPENDITURES						
Operating Expenses	\$ 272,560	\$ 418,316	\$ 230,731	\$ 309,318	34%	\$ 78,587
Capital Expenditures	175,758	222,756	190,812	220,256	15%	29,444
Transfers-Out	12,226	16,782	16,782	8,532	-49%	(8,250)
TOTAL EXPENDITURES	\$ 460,544	\$ 657,854	\$ 438,325	\$ 538,106	23%	\$ 99,781
NET SOURCE (USE) OF FUNDS	\$ 30,263	\$ (129,016)	\$ 362,818	\$ (114,806)	-132%	\$ (477,624)
FUND BALANCES (Ending):	\$ 878,538	\$ 681,927	\$ 1,241,356	\$ 1,126,550	-9%	\$ (114,806)
COMMITTED FUND BALANCE	\$ 878,538	\$ 681,927	\$ 1,241,356	\$ 1,126,550	-9%	\$ (114,806)
TOTAL FUND BALANCE (Ending)	\$ 878,538	\$ 681,927	\$ 1,241,356	\$ 1,126,550	-9%	\$ (114,806)
Excess Fund Balance Available per Policy	\$ 810,398	\$ 577,348	\$ 1,183,673	\$ 1,049,221		

Funds may be used for 1) Open space buffer zones, 2) Trails within open space areas, 3) Wildlife habitats & wetland preservation, 4) Construction & maintenance of soft path rec trails connecting to the existing Town system, and 5) Construction of facilities such as restrooms, parking, & other improvements to enhance user experience within Town open space and adjacent lands

OPEN SPACE PRESERVATION FUND

SUMMARY OF EXPENDITURES

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL	\$ 185,868	\$ 281,273	\$ 141,011	\$ 213,988	52%	\$ (140,262)
MATERIALS & SUPPLIES	9,191	31,935	10,500	12,200	16%	(21,435)
CHARGES FOR SERVICES	76,491	104,008	77,293	81,010	5%	(26,715)
DISCRETIONARY FUNDING	-	-	-	-	-	-
FIXED CHARGES	1,010	1,100	1,927	2,120	10%	827
CAPITAL EXPENDITURES	175,758	222,756	190,812	220,256	15%	(31,944)
CONTINGENCY	-	-	-	-	0%	-
TRANSFERS TO OTHER FUNDS	12,226	16,782	16,782	8,532	0%	-
TOTAL EXPENDITURES	\$ 460,544	\$ 657,854	\$ 438,325	\$ 538,106	23%	\$ (219,529)

DOWNTOWN DEVELOPMENT AUTHORITY

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
FUND BALANCES (Beginning):						
RESTRICTED FUND BALANCE	\$ 31,687	\$ 15,537	\$ 31,837	\$ 35,412	11%	\$ 3,575
TOTAL FUND BALANCES (Beginning)	\$ 31,687	\$ 15,537	\$ 31,837	\$ 35,412	11%	\$ 3,575
REVENUES						
91-431-10 TIF Property Taxes	\$ 26,073	\$ 40,000	\$ 42,000	\$ 25,000	-40%	\$ (17,000)
91-433-10 Grants	-	40,000	80,000	-	-100%	(80,000)
91-436-10 DDA Interest	2,573	2,500	2,500	2,500	0%	-
91-436-70 Miscellaneous	-	-	-	-	-	-
91-437-10 Transfer From General Fund	-	-	-	-	-	-
TOTAL REVENUES	\$ 28,645	\$ 82,500	\$ 124,500	\$ 27,500	-78%	\$ (97,000)
TOTAL SOURCES	\$ 60,332	\$ 98,037	\$ 156,337	\$ 62,912	-60%	\$ (93,425)
EXPENDITURES						
91-50-210 Office Supplies	\$ -	\$ -	\$ -	\$ -	-	\$ -
91-50-220 Operating Supplies	-	-	-	-	-	-
91-50-330 Dues & Subscriptions	1,000	1,000	1,000	1,000	0%	-
91-50-347 Professional Services	23,266	14,400	14,400	40,600	182%	26,200
91-50-351 Legal	2,295	-	3,000	5,000	67%	2,000
91-50-362 Computer Support	-	3,000	-	-	-	-
91-50-371 Travel	893	1,050	1,050	2,000	90%	950
91-50-379 Grant Program Expenditures	-	50,000	100,000	-	-100%	(100,000)
91-50-380 Tuition & Books	225	500	1,350	500	-63%	(850)
91-50-385 Treasurer Fees	782	-	-	-	-	-
91-50-510 Insurance	34	50	125	138	10%	13
TOTAL EXPENDITURES	\$ 28,495	\$ 70,000	\$ 120,925	\$ 49,238	-59%	\$ (71,687)
NET SOURCE (USE) OF FUNDS	\$ 150	\$ 12,500	\$ 3,575	\$ (21,738)	708%	\$ (25,313)
FUND BALANCES (Ending):	\$ 31,837	\$ 28,037	\$ 35,412	\$ 13,674	-61%	\$ (21,738)
RESTRICTED FUND BALANCE	\$ 31,837	\$ 28,037	\$ 35,412	\$ 13,674	-61%	\$ (21,738)
TOTAL FUND BALANCE (Ending)	\$ 31,837	\$ 28,037	\$ 35,412	\$ 13,674	-61%	\$ (21,738)
<i>Excess Fund Balance Available per Policy</i>	\$ 24,713	\$ 10,537	\$ 5,181	\$ 1,365		

PARKING FEE IN LIEU FUND

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
FUND BALANCES (Beginning):						
RESTRICTED FUND BALANCE	\$ -	\$ -	\$ -	\$ -	-	\$ -
TOTAL FUND BALANCES (Beginning)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	-	\$ -
REVENUES						
Parking Fee in Lieu - Operating	\$ -	\$ -	\$ -	\$ -	-	\$ -
Parking Fee in Lieu - Capital	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-
TOTAL REVENUES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	-	\$ -
TOTAL SOURCES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	-	\$ -
EXPENDITURES						
Office Supplies	\$ -	\$ -	\$ -	\$ -	-	\$ -
Operating Supplies	-	-	-	-	-	-
Professional Services	-	-	-	-	-	-
Legal	-	-	-	-	-	-
Insurance	-	-	-	-	-	-
TOTAL EXPENDITURES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	-	\$ -
NET SOURCE (USE) OF FUNDS	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	-	\$ -
FUND BALANCES (Ending):						
RESTRICTED FUND BALANCE	\$ -	\$ -	\$ -	\$ -	-	\$ -
TOTAL FUND BALANCE (Ending)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	-	\$ -

WASTE WATER FUND

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
FUND BALANCES (Beginning):						
RESTRICTED FOR:						
RATE STABILIZATION ACCOUNT 1	\$ 385,570	\$ 488,846	\$ 417,951	\$ 498,581	19%	\$ 80,630
ASSIGNED FUND BALANCE	11,939,187	9,777,827	10,517,754	11,712,991	11%	1,195,237
TOTAL FUND BALANCES (Beginning)	\$ 12,324,757	\$ 10,266,673	\$ 10,935,705	\$ 12,211,572	12%	\$ 1,275,867
REVENUE						
Operating Revenues	\$ 3,159,468	\$ 3,190,000	\$ 3,500,000	\$ 3,520,000	1%	\$ 20,000
Interest on Investments	614,415	440,000	440,000	200,000	-55%	(240,000)
Taxes	-	-	-	-	-	-
Plant Investment Fees (Tap Fees)	354,164	256,000	2,452,020	799,000	-67%	(1,653,020)
Grants	604,707	-	-	-	-	-
Loan Proceeds	-	-	-	-	-	-
Transfers-In	-	-	-	-	-	-
TOTAL REVENUE	\$ 4,732,754	\$ 3,886,000	\$ 6,392,020	\$ 4,519,000	-29%	\$ (1,873,020)
TOTAL SOURCES	\$ 17,057,511	\$ 14,152,673	\$ 17,327,725	\$ 16,730,572	-3%	\$ (597,153)
EXPENDITURES						
Operating Expenditures	\$ 1,629,266	\$ 2,065,041	\$ 1,944,898	\$ 2,084,297	7%	\$ 139,399
Capital Expenditures	3,468,770	4,918,158	2,148,121	9,851,000	359%	7,702,879
Debt Service	975,973	971,520	973,708	969,470	0%	(4,238)
Transfers-Out	47,797	49,426	49,426	45,503	-8%	(3,923)
TOTAL EXPENDITURES	\$ 6,121,806	\$ 8,004,145	\$ 5,116,153	\$ 12,950,270	153%	\$ 7,834,117
NET SOURCE (USE) OF FUNDS	\$ (1,389,052)	\$ (4,118,145)	\$ 1,275,867	\$ (8,431,270)	-761%	\$ (9,707,137)
FUND BALANCES (Ending):	\$ 10,935,705	\$ 6,148,528	\$ 12,211,572	\$ 3,780,302		
RESTRICTED FOR:						
RATE STABILIZATION ACCOUNT 1	417,951	528,617	498,581	532,450	0	33,869
ASSIGNED FUND BALANCE	10,517,754	5,619,911	11,712,991	3,247,852	-72%	(8,465,139)
FUND BALANCE (Ending)	\$ 10,935,705	\$ 6,148,528	\$ 12,211,572	\$ 3,780,302	-69%	\$ (8,431,270)
Excess Fund Balance Available per Policy	\$ 9,552,416	\$ 4,660,748	\$ 10,751,640	\$ 2,289,758		

1 Per the 2007 loan the Town shall maintain an operations and maintenance reserve in an amount equal to three months of operation and maintenance expenses excluding depreciation of the system

WASTE WATER FUND

DETAIL OF REVENUES

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
51-434-70 Service Fees	\$ 3,156,240	\$ 3,190,000	\$ 3,500,000	\$ 3,520,000	1%	\$ 20,000
51-431-15 Loan Payment Mill Levy 1	-	-	-	-	-	-
51-434-85 Other Income	-	-	-	-	-	-
51-436-50 Interest Income	614,415	440,000	440,000	200,000	-55%	(240,000)
51-436-65 Premium Accretion	-	-	-	-	-	-
51-434-90 Plant Investment Fees (Tap Fees)	354,164	256,000	2,452,020	799,000	-67%	(1,653,020)
51-436-55 Grants	604,707	-	-	-	-	-
51-436-60 Loan Proceeds	-	-	-	-	-	-
51-436-69 Miscellaneous	3,228	-	-	-	-	-
51-436-70 Refinancing Credit 1997 Bond	-	-	-	-	-	-
51-436-78 Insurance Proceeds	-	-	-	-	-	-
Transfers-In	-	-	-	-	-	-
TOTAL REVENUE	\$ 4,732,754	\$ 3,886,000	\$ 6,392,020	\$ 4,519,000	-29%	\$ (1,873,020)

SUMMARY OF EXPENDITURES

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ 711,213	\$ 993,069	\$ 808,361	\$ 999,371	24%	\$ 191,010
SUPPLIES	137,546	167,500	167,500	157,500	-6%	(10,000)
CHARGES FOR SERVICES	736,857	810,472	861,872	814,544	-5%	(47,328)
FIXED CHARGES	43,650	44,000	57,165	62,882	10%	5,717
CAPITAL OUTLAY	3,468,770	4,918,158	2,148,121	9,851,000	359%	7,702,879
DEBT SERVICE	975,973	971,520	973,708	969,470	0%	(4,238)
CONTINGENCY	-	50,000	50,000	50,000	0%	-
TRANSFER TO OTHER FUNDS	47,797	49,426	49,426	45,503	-8%	(3,923)
TOTAL EXPENDITURES	\$ 6,121,806	\$ 8,004,145	\$ 5,116,153	\$ 12,950,270	153%	\$ 7,834,117

WATER FUND

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
FUND BALANCES (Beginning):						
RESTRICTED FOR:						
DEBT SERVICE ¹	\$ 748,558	\$ 891,258	\$ 840,448	\$ 853,962	2%	\$ 13,513
ASSIGNED FUND BALANCE	20,709,617	16,638,992	20,147,696	15,615,620	-22%	(4,532,075)
TOTAL FUND BALANCES (Beginning)	\$ 21,458,175	\$ 17,530,250	\$ 20,988,144	\$ 16,469,582	-22%	\$ (4,518,562)
REVENUE						
Operating Revenues	\$ 4,679,672	\$ 4,666,000	\$ 5,021,000	\$ 5,027,000	0%	\$ 6,000
Interest on Investments	1,202,122	500,000	850,000	400,000	-53%	(450,000)
Other Revenue	171,664	71,554	67,810	89,705	32%	21,895
Prepaid Plant Investment Fees	-	-	-	-	-	-
Plant Investment Fees (Tap Fees)	670,860	547,000	2,853,167	1,172,000	-59%	(1,681,167)
Loan Proceeds	-	-	-	-	-	-
Intergovernmental Contributions	-	-	-	-	-	-
Water System Imp Fees E.R.	-	-	-	-	-	-
Water Miscellaneous Revenue	3,228	-	1,176	-	-100%	(1,176)
Water Rights, Cash in Lieu	-	-	114,000	-	-100%	(114,000)
Transfers-In	-	-	-	50,888	-	50,888
TOTAL REVENUE	\$ 6,727,546	\$ 5,784,554	\$ 8,907,153	\$ 6,739,593	-24%	\$ (2,167,560)
TOTAL SOURCES	\$ 28,185,721	\$ 23,314,804	\$ 29,895,297	\$ 23,209,175	-22%	\$ (6,686,122)
EXPENDITURES						
Operating Expenditures	\$ 2,081,902	\$ 2,650,588	\$ 2,425,275	\$ 2,708,786	12%	\$ 283,511
Capital Expenditures	3,769,668	10,421,108	9,940,236	2,972,500	-70%	(6,967,736)
Debt Service	1,279,892	990,572	990,572	990,723	0%	151
Transfers-Out	66,116	69,632	69,632	193,255	178%	123,623
TOTAL EXPENDITURES	\$ 7,197,577	\$ 14,131,900	\$ 13,425,715	\$ 6,865,264	-49%	\$ (6,560,451)
NET SOURCE (USE) OF FUNDS	\$ (470,031)	\$ (8,347,346)	\$ (4,518,562)	\$ (125,671)	-97%	\$ 4,392,891
FUND BALANCES (Ending):						
RESTRICTED FOR:						
DEBT SERVICE ¹	\$ 840,448.37	\$ 910,290	\$ 853,962	\$ 924,877	8%	\$ 70,916
ASSIGNED FUND BALANCE	20,147,696	8,272,614	15,615,620	15,419,034	-1%	(196,587)
TOTAL FUND BALANCE (Ending)	\$ 20,988,144	\$ 9,182,904	\$ 16,469,582	\$ 16,343,911	-1%	\$ (125,671)
Excess Fund Balance Available per Policy	\$ 19,187,777	\$ 7,529,685	\$ 14,872,691	\$ 14,675,991		

1 Per the 2018 loan agreement the Town shall maintain an operations and maintenance reserve in an amount equal to three months operations and maintenance expenses (not to exceed \$1,250,000)

WATER FUND

DETAIL OF REVENUES

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
52-434-70 Debt Service Surcharge	\$ 478,428	\$ 476,000	\$ 476,000	\$ 477,000	0%	\$ 1,000
52-434-80 Water Sales - In Town	3,658,354	3,645,000	4,000,000	4,000,000	0%	-
52-434-83 Water Sales - Out Of Town	526,898	545,000	545,000	550,000	1%	5,000
52-434-84 Fill Station Water Sales	15,992	-	-	-		
52-434-85 Water Materials/Other	20,560	53,000	51,810	73,705	42%	21,895
52-434-90 Plant Investment Fees (Tap Fees)	670,860	547,000	2,853,167	1,172,000	-59%	(1,681,167)
52-434-91 Water System Imp. Fees E.R.	-	-	-	-	-	-
52-434-92 Plant Investment Fees (Prepaid)	-	-	-	-	-	-
52-434-95 Cash-In-Lieu Of Water Rights	-	-	114,000	-	-100%	(114,000)
52-436-50 Water Interest	1,058,645	500,000	850,000	400,000	-53%	(450,000)
52-436-51 Proj Acct Int(Loan Interest Credit)	143,477	-	-	-		
52-436-60 Water Rights Interest	-	-	-	-	-	-
52-436-65 Grants	125,483	6,554	-	-	-	-
52-436-75 Service Charge	24,310	12,000	16,000	16,000	0%	-
52-436-80 Reimbursable Income	1,311	-	-	-	-	-
52-436-91 Loan Proceeds	-	-	-	-	-	-
52-436-92 Bond Premium	-	-	-	-	-	-
52-436-94 Intergovernmental Contribution	-	-	-	-	-	-
52-436-95 Water Miscellaneous Revenue	3,228	-	1,176	-	-100%	(1,176)
52-437-82 Transfer from Broadband Fund	-	-	-	50,888	-	50,888
TOTAL REVENUE	\$ 6,727,546	\$ 5,784,554	\$ 8,907,153	\$ 6,739,593	-24%	\$ (2,167,560)

SUMMARY OF EXPENDITURES

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ 978,193	\$ 1,355,730	\$ 1,141,271	\$ 1,426,974	25%	\$ 285,703
SUPPLIES	331,244	301,765	391,765	289,700	-26%	(102,065)
CHARGES FOR SERVICES	689,019	853,093	731,255	820,030	12%	88,775
FIXED CHARGES	83,445	90,000	110,984	122,082	10%	11,098
CAPITAL EXPENDITURES	3,769,668	10,421,108	9,940,236	2,972,500	-70%	(6,967,736)
DEBT SERVICE	1,279,892	990,572	990,572	990,723	0%	151
CONTINGENCY	-	50,000	50,000	50,000	0%	-
TRANSFER TO OTHER FUNDS	66,116	69,632	69,632	193,255	178%	123,623
TOTAL EXPENDITURES	\$ 7,197,577	\$ 14,131,900	\$ 13,425,715	\$ 6,865,264	-49%	\$ (6,560,451)

REFUSE FUND

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
FUND BALANCES (Beginning):						
ASSIGNED FUND BALANCE	\$ 292,503	\$ 303,161	\$ 291,696	\$ 280,683	-4%	\$ (11,013)
TOTAL FUND BALANCES (Beginning)	\$ 292,503	\$ 303,161	\$ 291,696	\$ 280,683	-4%	\$ (11,013)
REVENUE						
Operating Revenues	\$ 1,003,327	\$ 1,035,700	\$ 1,044,600	\$ 1,067,600	2%	\$ 23,000
Non-Operating Revenues	20,871	15,000	15,000	15,000	0%	-
Transfers-In	-	-	-	-	-	-
TOTAL REVENUE	1,024,198	\$ 1,050,700	\$ 1,059,600	\$ 1,082,600	2%	\$ 23,000
TOTAL SOURCES	\$ 1,316,701	\$ 1,353,861	\$ 1,351,296	\$ 1,363,283	1%	\$ 11,987
EXPENDITURES						
Operating Expenditures	\$ 1,009,005	\$ 998,685	\$ 1,024,613	\$ 1,046,137	2%	\$ 21,524
Capital Expenditures	-	32,000	32,000	-	-100%	(32,000)
Transfers-Out	16,000	16,000	14,000	14,000	0%	-
TOTAL EXPENDITURES	1,025,005	\$ 1,046,685	\$ 1,070,613	\$ 1,060,137	-1%	\$ (10,476)
NET SOURCE (USE) OF FUNDS	\$ (807)	\$ 4,015	\$ (11,013)	\$ 22,463	-304%	\$ 33,476
FUND BALANCES (Ending):						
ASSIGNED FUND BALANCE	\$ 291,696	\$ 307,176	\$ 280,683	\$ 303,146	8%	\$ 22,463
TOTAL FUND BALANCE (Ending)	\$ 291,696	\$ 307,176	\$ 280,683	\$ 303,146	8%	\$ 22,463
<i>Excess Fund Balance Available per Policy</i>	\$ 39,445	\$ 57,505	\$ 24,530	\$ 41,612		

REFUSE FUND

DETAIL OF REVENUES

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
OPERATING REVENUES						
53-434-40 Service Fees	\$ 930,136	\$ 963,000	\$ 971,500	\$ 994,500	2%	\$ 23,000
53-434-50 Yardwaste/Recycle Center Fee	42,500	42,200	42,600	42,600	0%	-
53-434-60 Administrative Fee	30,691	30,500	30,500	30,500	0%	-
OPERATING REVENUES	\$ 1,003,327	\$ 1,035,700	\$ 1,044,600	\$ 1,067,600	2%	\$ 23,000
NON-OPERATING REVENUES						
53-436-50 Interest Income	\$ 20,871	\$ 15,000	\$ 15,000	\$ 15,000	0%	\$ -
53-436-70 Miscellaneous Revenue	-	-	-	-	-	-
NON-OPERATING REVENUES	\$ 20,871	\$ 15,000	\$ 15,000	\$ 15,000	0%	\$ -
TRANSFERS						
53-437-30 TRANSFER FROM GENERAL FUND	\$ -	\$ -	\$ -	\$ -	0%	\$ -
TOTAL TRANSFERS	\$ -	\$ -	\$ -	\$ -	0%	\$ -
TOTAL REVENUES	\$ 1,024,198	\$ 1,050,700	\$ 1,059,600	\$ 1,082,600	2%	\$ 23,000

SUMMARY OF EXPENDITURES

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ 11,626	\$ 12,760	\$ 12,888	\$ 13,403	4%	\$ 515
SUPPLIES	301	475	475	475	0%	-
CHARGES FOR SERVICES	996,508	984,850	1,009,620	1,030,466	2%	20,846
FIXED CHARGES	569	600	1,630	1,793	10%	163
CAPITAL EXPENDITURES	-	32,000	32,000	-	-100%	(32,000)
DEBT SERVICES	-	-	-	-	-	-
CONTINGENCY	-	-	-	-	-	-
TRANSFERS TO OTHER FUNDS	16,000	16,000	14,000	14,000	0%	-
TOTAL EXPENDITURES	\$ 1,025,005	\$ 1,046,685	\$ 1,070,613	\$ 1,060,137	-1%	\$ (10,476)

STORMWATER FUND

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
FUND BALANCES (Beginning):						
ASSIGNED FUND BALANCE	\$ 216,757	\$ 287,371	\$ 318,754	\$ 384,797	21%	\$ 66,043
TOTAL FUND BALANCES (Beginning)	\$ 216,757	\$ 287,371	\$ 318,754	\$ 384,797	21%	\$ 66,043
REVENUE						
Operating Revenues	\$ 93,407	\$ 93,500	\$ 94,400	\$ 143,250	52%	\$ 48,850
Non-Operating Revenues	12,647	12,500	10,800	10,800	0%	-
Transfers-In	-	-	-	-	-	-
TOTAL REVENUE	\$ 106,053	\$ 106,000	\$ 105,200	\$ 154,050	46%	\$ 48,850
TOTAL SOURCES	\$ 322,810	\$ 393,371	\$ 423,954	\$ 538,847	27%	\$ 114,893
EXPENDITURES						
Operating Expenditures	\$ 4,056	\$ 35,500	\$ 39,157	\$ 39,173	0%	\$ 16
Capital Expenditures	-	-	-	250,000	-	250,000
Transfers-Out	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 4,056	\$ 35,500	\$ 39,157	\$ 289,173	638%	\$ 250,016
NET SOURCE (USE) OF FUNDS	\$ 101,997	\$ 70,500	\$ 66,043	\$ (135,123)	-305%	\$ (201,166)
FUND BALANCES (Ending):						
ASSIGNED FUND BALANCE	\$ 318,754	\$ 357,871	\$ 384,797	\$ 249,674	-35%	\$ (135,123)
TOTAL FUND BALANCE (Ending)	\$ 318,754	\$ 357,871	\$ 384,797	\$ 249,674	-35%	\$ (135,123)
<i>Excess Fund Balance Available per Policy</i>	\$ 317,740	\$ 348,996	\$ 375,008	\$ 239,881		

STORMWATER FUND

DETAIL OF REVENUES

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
OPERATING REVENUES						
55-434-40 Service Fees	\$ 93,407	\$ 93,500	\$ 94,400	\$ 143,250	52%	\$ 48,850
	-	-	-	-	-	-
OPERATING REVENUES	\$ 93,407	\$ 93,500	\$ 94,400	\$ 143,250	52%	\$ 48,850
NON-OPERATING REVENUES						
55-436-10 Interest Income	\$ 12,647	\$ 12,500	\$ 10,800	\$ 10,800	0%	\$ -
55-436-70 Miscellaneous Revenues	-	-	-	-	-	-
NON-OPERATING REVENUES	\$ 12,647	\$ 12,500	\$ 10,800	\$ 10,800	0%	\$ -
TRANSFERS						
55-437-10 Transfer From General Fund	\$ -	\$ -	\$ -	\$ -	-	\$ -
TOTAL TRANSFERS	\$ -	\$ -	\$ -	\$ -	-	\$ -
TOTAL REVENUES	\$ 106,053	\$ 106,000	\$ 105,200	\$ 154,050	46%	\$ 48,850

SUMMARY OF EXPENDITURES

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ -	\$ -	\$ -	\$ -	-	\$ -
SUPPLIES	-	10,000	10,000	10,000	0%	\$ -
CHARGES FOR SERVICES	4,036	25,470	29,100	29,110	0%	10
FIXED CHARGES	20	30	57	63	11%	6
CAPITAL EXPENDITURES	-	-	-	250,000	-	250,000
DEBT SERVICE	-	-	-	-	-	-
CONTINGENCY	-	-	-	-	-	-
TRANSFERS TO OTHER FUNDS	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 4,056	\$ 35,500	\$ 39,157	\$ 289,173	638%	\$ 250,016

BROADBAND FUND

		ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
FUND BALANCES (Beginning):							
ASSIGNED FUND BALANCE		\$ -	\$ 390,550	\$ 55,967	\$ 50,978	-9%	\$ (4,989)
TOTAL FUND BALANCES (Beginning)		\$ -	\$ 390,550	\$ 55,967	\$ 50,978	-9%	\$ (4,989)
REVENUE							
56-434-10	Broadband Fees - Residential (In Town)	\$ 73,217	\$ 176,500	\$ 96,000	\$ 180,000	88%	\$ 84,000
56-434-20	Broadband Fees - Residential (Out of Town)	-	-	-	-	-	-
56-434-30	Broadband Fees - Business	60,057	60,000	60,000	107,760	80%	47,760
56-434-40	Broadband Installation Fees	-	40,000	592	-	-100%	-
56-436-50	Interest	-	-	-	-	-	-
56-436-70	Miscellaneous	-	-	-	-	-	-
56-431-50	Franchise Fees	49,507	49,500	49,500	49,500	0%	-
56-436-90	Debt Proceeds	-	-	-	-	-	-
56-437-52	Transfers-In from Water Fund	-	-	-	125,000	-	125,000
TOTAL REVENUE		\$ 182,781	\$ 326,000	\$ 206,092	\$ 462,260	124%	\$ 256,168
TOTAL SOURCES		\$ 182,781	\$ 716,550	\$ 262,059	\$ 513,238	96%	\$ 251,179
EXPENDITURES							
Operating Expenditures		\$ 126,813	\$ 617,715	\$ 208,248	\$ 342,955	65%	\$ 134,707
Capital Expenditures		-	-	-	-	-	-
Debt Service		-	94,000	-	-	-	-
Transfers-Out		-	2,833	2,833	53,732	1797%	50,899
TOTAL EXPENDITURES		\$ 126,813	\$ 714,548	\$ 211,081	\$ 396,687	88%	\$ 185,606
NET SOURCE (USE) OF FUNDS		\$ 55,967	\$ (388,548)	\$ (4,989)	\$ 65,573	-1414%	
FUND BALANCES (Ending):							
ASSIGNED FUND BALANCE		\$ 55,967	\$ 2,002	\$ 50,978	\$ 116,551	129%	\$ 65,573
TOTAL FUND BALANCE (Ending)		\$ 55,967	\$ 2,002	\$ 50,978	\$ 116,551	129%	\$ 65,573

BROADBAND FUND

SUMMARY OF EXPENDITURES

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ -	\$ 62,711	\$ 61,172	\$ 56,116	-8%	\$ (5,056)
SUPPLIES	29,952	300,000	18,750	150,000	700%	131,250
CHARGES FOR SERVICES	96,861	254,004	127,200	135,600	7%	8,400
FIXED CHARGES	-	1,000	1,126	1,239	10%	113
CAPITAL EXPENDITURES	-	-	-	-	-	-
DEBT SERVICE	-	94,000	-	-	-	-
CONTINGENCY	-	-	-	-	-	-
TRANSFERS TO OTHER FUNDS	-	2,833	2,833	53,732	1797%	50,899
TOTAL EXPENDITURES	\$ 126,813	\$ 714,548	\$ 211,081	\$ 396,687	88%	\$ 185,606

Capital Improvement Plan Summary for 2026 - 2030

Totals by Fund

	2026 Total	2027 Total	2028 Total	2029 Total	2030 Total	TOTAL 5-YR	TOTAL 10-YR
Capital Imp Fund	7,428,840	8,936,060	24,112,474	22,473,200	30,776,271	93,726,845	94,086,845
Water Fund	2,972,500	3,980,000	14,075,000	15,505,000	4,125,000	40,657,500	61,632,500
Wastewater Fund	9,851,000	3,775,000	990,203	1,089,864	2,500,000	18,206,067	94,156,067
General Fund	500,000	850,854	-	-	984,970	2,335,824	5,596,198
Stormwater Fund	250,000	638,141	638,141	-	231,525	1,757,807	2,061,684
Sales Tax CIF	770,000	250,000	75,000	500,000	-	1,595,000	1,595,000
Open Space Fund	220,256	90,000	150,000	150,000	200,000	810,256	1,310,256
Broadband Fund	-	-	-	-	-	-	-
Conservation Trust F	-	-	-	-	-	-	-
Refuse Fund	-	-	-	-	-	-	-
Grand Total	21,992,596	18,520,055	40,040,818	39,718,064	38,817,766	159,089,299	260,438,550

2025 & 2026 Totals

	2025 Total	2026 Total
Broadband Fund	-	-
Capital Imp Fund	5,699,892	7,428,840
Conservation Trust Fund	110,000	-
General Fund	500,000	500,000
Open Space Fund	190,812	220,256
Refuse Fund	32,000	-
Sales Tax CIF	7,888,120	770,000
Stormwater Fund	-	250,000
Wastewater Fund	2,148,121	9,851,000
Water Fund	9,940,236	2,972,500
Grand Total	26,509,180	21,992,596

Totals by Department

	2026 Total	2027 Total	2028 Total	2029 Total	2030 Total	TOTAL 5-YR	TOTAL 10-YR
Streets	4,477,000	8,095,854	22,403,200	21,818,200	26,664,970	83,459,224	86,809,598
Water	2,870,000	3,895,000	13,900,000	15,420,000	4,040,000	40,125,000	61,100,000
Wastewater	9,841,000	3,775,000	990,203	1,089,864	2,500,000	18,196,067	94,146,067
B&G	221,551	-	20,500	-	4,924,771	5,166,822	5,166,822
Fleet	1,076,966	1,585,560	1,613,774	590,000	85,000	4,951,300	4,951,300
Sustainability	2,028,328	-	-	-	-	2,028,328	2,028,328
Stormwater	250,000	638,141	638,141	-	231,525	1,757,807	2,061,684
Admin	550,000	50,000	50,000	450,000	50,000	1,150,000	1,400,000
Public Works	270,000	250,000	75,000	100,000	-	695,000	695,000
Open Space	160,256	-	150,000	150,000	200,000	660,256	1,160,256
IT	177,495	130,500	100,000	100,000	121,500	629,495	649,495
Econ Dev Housing	70,000	100,000	100,000	-	-	270,000	270,000
Public Safety	-	-	-	-	-	-	-
Grand Total	21,992,596	18,520,055	40,040,818	39,718,064	38,817,766	159,089,299	260,438,550

New Project
Complete Project
Funding / Scope Change

Capital Improvement Fund

Fund	Dept	Project	2025 Rev YE Budget	2026	2027	2028	2029	2030
Capital Imp Fund	Streets	*NEW* Brush Creek Road Extension (Parking Area)	-	50,000	180,000	-	-	-
Capital Imp Fund	Streets	*NEW* Brush Creek Road Extension (Right of Way)	-	245,000	-	-	-	-
Capital Imp Fund	IT	*NEW* Capitol Street Broadband Conduit	-	101,000	-	-	-	-
Capital Imp Fund	IT	*NEW* Grand Avenue Broadband Conduit	-	-	100,000	100,000	100,000	100,000
Capital Imp Fund	Fleet	*NEW* Public Safety: Code Enforcement Truck	-	123,150	-	-	-	-
Capital Imp Fund	Public Safety	*NEW* Public Safety: Drone	17,866	-	-	-	-	-
Capital Imp Fund	Econ Dev Housing	*NEW* Purchase of (2) Employee Housing Units at Haymeadow	698,052	-	-	-	-	-
Capital Imp Fund	IT	*NEW* Recommended Security Upgrades for Town Hall & Public Works	-	20,000	-	-	-	-
Capital Imp Fund	Public Safety	*NEW* Shipping Container for Secure Equipment & Trailer Storage	15,000	-	-	-	-	-
Capital Imp Fund	Econ Dev Housing	*NEW* Townwide Wayfinding Improvement Project implementation based on findings from Wayfinding Study	-	55,000	10,000	100,000	-	-
Capital Imp Fund	Admin	*NEW* Property Acquisition Grand Avenue	786,708	-	-	-	-	-
Capital Imp Fund	Streets	908 High Flow (Rolled over from 2025)	-	15,000	-	-	-	-
Capital Imp Fund	Fleet	B&G: Air Compressor Trailer/185 Atlas	65,000	-	-	-	-	-
Capital Imp Fund	Fleet	B&G: Chevy Silverado /Weed Sprayer (original budget \$80,000)	85,000	-	-	-	-	-
Capital Imp Fund	Fleet	B&G: Ford F-350 or Similar 1 Ton Flat Bed / Plow	-	80,000	-	-	-	-
Capital Imp Fund	Fleet	B&G: John Deere 301- A Tractor	64,000	-	-	-	-	-
Capital Imp Fund	Fleet	B&G: PJ Utility Trailer - 2016	-	-	-	12,000	-	-
Capital Imp Fund	Fleet	B&G: Toro Z Master	-	28,000	-	-	-	-
Capital Imp Fund	Fleet	B&G: Toro Z Master	-	-	28,000	-	-	-
Capital Imp Fund	Fleet	B&G: Ventrac 3400	-	-	128,000	-	-	-
Capital Imp Fund	Streets	Broadway - Concrete Replacement/ADA Ramps	-	-	-	-	65,000	650,000
Capital Imp Fund	IT	Brush Creek Pavilion AV Upgrades - NEED UPDATED QUOTE (original approved budget was \$8,500)	-	15,000	-	-	-	-
Capital Imp Fund	Sustainability	Building Electrification Pavilion & Studio - Prior Year Approved Request + Additional Scope, including Building Envelope and Solar PV	-	167,529	-	-	-	-
Capital Imp Fund	Sustainability	Building Electrification Public Works - Prior Year Approved Request + Additional Scope, including Building Envelope and Solar PV	62,634	51,736	-	-	-	-
Capital Imp Fund	Sustainability	Building Electrification Town Hall - Prior Year Approved Request + Additional Scope, including Building Envelope and Solar PV	-	1,781,563	-	-	-	-
Capital Imp Fund	B&G	Burger King ROW Irrigation Conversion	-	15,000	-	-	-	-
Capital Imp Fund	Fleet	Comm Dev: Jeep Wrangler - 2007	-	-	50,000	-	-	-

New Project
Complete Project
Funding / Scope Change

Capital Improvement Fund, cont.

Fund	Dept	Project	2025 Rev YE Budget	2026	2027	2028	2029	2030
Capital Imp Fund	IT	Council Chambers AV Upgrades Phase II	-	15,000				
Capital Imp Fund	IT	Digital Signage (Wayfinding)	-	-				21,500
Capital Imp Fund	B&G	E-Bike Signage and Installation (Rolled over from 2025)	-	65,000	-	-	-	-
Capital Imp Fund	Streets	Eby Creek Road - RRFB (all remaining crosswalks)	-	-	35,000	350,000	-	
Capital Imp Fund	Streets	Eby Creek Road Curb and gutter Repair (moved from 2026)	-	-		300,000		-
Capital Imp Fund	B&G	Electric V-Box (Sand Spreader)	15,000	-	-	-	-	-
Capital Imp Fund	Fleet	Engineering: Ford F-150	-	-	-	-	65,000	-
Capital Imp Fund	IT	Expanding Public Wi-Fi	-	13,495	30,500			
Capital Imp Fund	IT	Fiber Conduit -To Cemetery Tank for Town Internet Service	37,100	-	-	-	-	-
Capital Imp Fund	Streets	Grand Avenue Improvements	1,700,000.00	1,000,000	7,000,000	21,723,200	21,723,200	25,000,000
Capital Imp Fund	Streets	Handicap Ramps ADA Replacements	-	30,000	30,000	30,000	30,000	30,000
Capital Imp Fund	B&G	Irrigation Intake Improvements - Chambers Park	-	121,551	-	-	-	-
Capital Imp Fund	IT	IT Equipment Racks - PW Office Remodel, W/WW & Town Hall	15,500	13,000	-	-	-	-
Capital Imp Fund	Public Safety	Mobile Radar Speed Trailer	19,000	-	-	-	-	-
Capital Imp Fund	IT	Monument Reader Board - Grand Avenue	37,500	-	-	-	-	-
Capital Imp Fund	B&G	Pavilion - Floor	-	20,000	-	-	-	-
Capital Imp Fund	Admin	Pool and Ice Capital Improvements Funding	50,000	50,000	50,000	50,000	50,000	50,000
Capital Imp Fund	Fleet	Public Safety: Patrol Vehicles - Ford F-150 First Responders (original approved budget was \$380,424 for hybrid vehicles)	-	465,816	549,560	906,774	-	-
Capital Imp Fund	Fleet	Public Safety: Patrol Vehicles. Traded in (2) existing 2024 Ford F150s (original budget \$345,840)	400,000	-	-	-	-	-
Capital Imp Fund	B&G	Public Works Expansion (Planning & Design)	-	-	-	-	-	4,630,500
Capital Imp Fund	B&G	Public Works Office Remodel	30,000	-	-	-	-	-
Capital Imp Fund	IT	Security Cameras & Access Controls	77,547	-	-	-	-	-
Capital Imp Fund	Streets	Street Replacement: Capitol Street: 2nd to 5th Street & Fourth Street: Broadway to Howard (was \$2,000,000 in original approved budget)	150,000	2,637,000	-	-	-	-
Capital Imp Fund	Fleet	Streets: 4900 Snow Plow Truck - 2019 - NEED UPDATED QUOTE	-	250,000	-	-	-	-
Capital Imp Fund	Fleet	Streets: Bobcat Multi-tool #1	-	-	135,000	-	-	-
Capital Imp Fund	Fleet	Streets: Boom Mower Tractor	-	-	-	135,000	-	-
Capital Imp Fund	Fleet	Streets: Bucket Truck (original budget \$191,000)	193,985	-	-	-	-	-
Capital Imp Fund	Fleet	Streets: Case - Skid steer	-	-	-	-	100,000	-
Capital Imp Fund	Fleet	Streets: Chevrolet Silverado 1500	-	-	-	-	65,000	-
Capital Imp Fund	Fleet	Streets: Ford F-150	-	-	-	65,000	-	-
Capital Imp Fund	Fleet	Streets: Ford F-350 Plow/Sander	-	-	90,000	-	-	-

New Project
Complete Project
Funding / Scope Change

Capital Improvement Fund, cont.

Fund	Dept	Project	2025 Rev YE Budget	2026	2027	2028	2029	2030
Capital Imp Fund	Fleet	Streets: Ford F-350 Plow/Sander	-	-	90,000	-	-	-
Capital Imp Fund	Fleet	Streets: International 4900 530 hp	-	-	-	-	275,000	-
Capital Imp Fund	Fleet	Streets: Marathon Crack Seal Trailer - 2012	-	-	45,000	-	-	-
Capital Imp Fund	Fleet	Streets: Street Sweeper	-	-	385,000	-	-	-
Capital Imp Fund	Fleet	Streets: Western Star Dump Truck	-	-	-	320,000	-	-
Capital Imp Fund	B&G	Studio – Floor	-	-	-	20,500	-	-
Capital Imp Fund	Streets	Sylvan Lake Road Bike & Ped Safety Improvements	1,130,000	-	-	-	-	-
Capital Imp Fund	B&G	Town Hall - Concrete Floor Coating	-	-	-	-	-	30,000
Capital Imp Fund	Public Safety	Town Hall Basement Remodel - Public Safety Secure Storage	50,000	-	-	-	-	-
Capital Imp Fund	B&G	Town Hall Windows	-	-	-	-	-	193,916
Capital Imp Fund	B&G	Warm Springs Pump - Major Improvements	-	-	-	-	-	70,355
Total		69	5,699,892	7,428,840	8,936,060	24,112,474	22,473,200	30,776,271

New Project
Complete Project
Funding / Scope Change

Sales Tax Capital Improvement Fund

Fund	Dept	Project	2025 Rev YE Budget	2026	2027	2028	2029	2030
Sales Tax CIF	Admin	Eagle Pool Rebuild	7,311,198	-	-	-	-	-
Sales Tax CIF	Admin	Nogal Park - Playground	50,000	500,000	-	-	-	-
Sales Tax CIF	Admin	Skateboard Park Design	30,000	-	-	-	-	-
Sales Tax CIF	Admin	BMX Park Improvements	26,922	-	-	-	-	-
Sales Tax CIF	Admin	Brush Creek Park - Playground Equipment	250,000	-	-	-	-	-
Sales Tax CIF	Admin	Terrace Park - Playground	-	-	-	-	400,000	-
Sales Tax CIF	Public Works	Sidewalk/Trail: Cemetery Connection to Terrace	-	125,000	-	-	-	-
Sales Tax CIF	Public Works	Sidewalk / Trail: Nogal Road	220,000	-	-	-	-	-
Sales Tax CIF	Public Works	Dog Park Improvements	-	45,000	-	-	-	-
Sales Tax CIF	Public Works	Park Restroom Improvements - Visitor Center	-	-	100,000	-	-	-
Sales Tax CIF	Public Works	Park Restroom Improvements - Town Park	-	100,000	-	-	-	-
Sales Tax CIF	Public Works	Park Restroom Improvements - Brush Creek Park	-	-	-	75,000	-	-
Sales Tax CIF	Public Works	Sidewalk/Trail: Repaving Bull Pasture (connection to Castle Drive/Bull pasture West side loop	-	-	150,000	-	-	-
Sales Tax CIF	Public Works	Whiting Park - Pour-in-Place	-	-	-	-	100,000	-
Total		14	7,888,120	770,000	250,000	75,000	500,000	-

New Project
Complete Project
Funding / Scope Change

Conservation Trust Fund

Fund	Dept	Project	2025 Rev YE Budget	2026	2027	2028	2029	2030
Conservation Trust Fund	Open Space	Haymaker Trailhead Vault Restroom & Water Fountain	110,000	-	-	-	-	-
Total		1	110,000	-	-	-	-	-

New Project
Complete Project
Funding / Scope Change

Open Space Fund

Fund	Dept	Project	2025 Rev YE Budget	2026	2027	2028	2029	2030
Open Space Fund	Econ Dev Housing	Open Space Wayfinding Signage and Information project	-	15,000	90,000	-	-	-
Open Space Fund	Fleet	Open Space: Vehicle Fleet Replacements	-	45,000	-	-	-	-
Open Space Fund	Open Space	Restoration Project/Habitat Improvements on Open Space (Brush Creek and Hernage	157,812	-	-	-	-	-
Open Space Fund	Open Space	Restoration Project/Habitat Improvements on Open Space Phase 3	-	-	-	120,000	-	-
Open Space Fund	Open Space	Eagle River Open Space Trail	-	-	-	-	-	200,000
Open Space Fund	Open Space	Open Space & Trails Master Plan Implementation Phase 1 & 2 - Planning &	30,000	160,256	-	-	-	-
Open Space Fund	Open Space	Trail Connection Over Brush Creek (Bridge Haymeadow to Eagle Ranch)	-	-	-	-	-	-
Open Space Fund	Open Space	Haystacker Trailhead (Eagle Ranch TH Access)	-	-	-	30,000	-	-
Open Space Fund	Open Space	Interpretive Signage Phase 2 Project (Crusher Fine Path)	-	-	-	-	-	-
Open Space Fund	Open Space	Hockett Gulch Trailhead Signage Infrastructure - Cancelled	-	-	-	-	-	-
Open Space Fund	Open Space	VVMTA Open Space Signage Project	3,000	-	-	-	-	-
Open Space Fund	Open Space	Fishing is Fun Pond Improvements	-	-	-	-	150,000	-
Total		12	190,812	220,256	90,000	150,000	150,000	200,000

New Project
Complete Project
Funding / Scope Change

Wastewater Fund

Fund	Dept	Project	2025 Rev YE Budget	2026	2027	2028	2029	2030
Wastewater Fund	Wastewater	*NEW* Brush Creek and Eagle River Temperature Monitoring Stations	14,963	-	-	-	-	-
Wastewater Fund	Wastewater	*NEW* Brush Creek Road Extension - Grand Ave to Eagle County Properties	-	70,000	700,000			
Wastewater Fund	Fleet	Wastewater: Ford F-150 (decr. Original budget \$34,000)	51,000	-	-	-	-	-
Wastewater Fund	Wastewater	Arsenic Limit	-	-	-	-	-	-
Wastewater Fund	Wastewater	Reg 85 & Reg 31 Work:	-	-	-	-	-	-
Wastewater Fund	Wastewater	Nutrient Criteria Nitrogen	2,000,000	9,550,000	2,000,000	-	-	-
Wastewater Fund	Sustainability	Wastewater campus landscaping Xeriscape (Rolled over from 2025)	-	10,000	-	-	-	-
Wastewater Fund	Wastewater	Grand Avenue Wastewater Infrastructure Improvements	45,000	-	1,000,000	500,000	500,000	-
Wastewater Fund	Wastewater	Castle Dr Sanitary Sewer Main	-	-	75,000	450,000	-	-
Wastewater Fund	Wastewater	Headworks Screen	24,000	211,000	-	-	-	-
Wastewater Fund	Wastewater	Main Under Eagle River from Fairgrounds	-	-	-	-	220,500	2,500,000
Wastewater Fund	Wastewater	Process Building: Fire Alarms	5,000	10,000	-	-	-	-
Wastewater Fund	Wastewater	WWTP: Replumbing (Removed & incorporated into larger project)	-	-	-	-	-	-
Wastewater Fund	Wastewater	Security Cameras and Access Controls	8,158	-	-	-	-	-
Wastewater Fund	Wastewater	Whiting Blacklot Sewer Main (Parallel to Hilltop)	-	-	-	40,203	369,364	-
Wastewater Fund	Wastewater	Update Drop and Brick Manholes	-	-	-	-	-	-
Wastewater Fund	Wastewater	Waste Water Temperature Reduction	-	-	-	-	-	-
Wastewater Fund	Wastewater	Waste Water Treatment Plant Roof Replacement	-	-	-	-	-	-
Total		18	2,148,121	9,851,000	3,775,000	990,203	1,089,864	2,500,000

New Project
Complete Project
Funding / Scope Change

Water Fund

Fund	Dept	Project	2025 Rev YE Budget	2026	2027	2028	2029	2030
Water Fund	Fleet	*NEW* Water: Ford F-150 (2027)			85,000			
Water Fund	Fleet	*NEW* Water: Ford F-150 (2029)					85,000	
Water Fund	Fleet	*NEW* Water: Ford F-150 (2030)	-	-	-	-	-	85,000
Water Fund	Fleet	*NEW* Water: Ford F-250 Super Duty	-	-	-	90,000	-	-
Water Fund	Water	*NEW* LBWTP Drying Bed Waterproofing Membranes	50,000	-	-	-	-	-
Water Fund	Water	*NEW* PLC Upgrades: UBWTP, Highlands, & Frost Creek	193,782	-	-	-	-	-
Water Fund	Water	*NEW* Brush Creek Road Extension - Grand Ave to Three Way Stop	-	85,000	850,000			
Water Fund	Fleet	Water: Ford F-150 (2026)	-	85,000	-	-	-	-
Water Fund	Fleet	Water: Ford F-150 (2028)	-	-	-	85,000	-	-
Water Fund	Fleet	Water: Ford F-150 (From Wastewater)	5,000	-	-	-	-	-
Water Fund	Fleet	Water: Ford F-150 Lighting (New Addition - decr. Original budget \$20,000))	60,000	-	-	-	-	-
Water Fund	Water	Eagle Ranch Filing 26: Water Flush Station / PRV Main Extension / Water Tank Mixing (PAX)	-	-	-	-	-	-
Water Fund	Water	Hockett Gulch to Violet Ln - Water Line Tie-in	-	-	-	-	-	-
Water Fund	Water	I-70 Water Main Loop	-	-	-	-	-	-
Water Fund	Water	LBWTP: Expansion from 2.5 to 5.0 MGD	-	-	-	-	-	-
Water Fund	Water	Generator and Back Up Power for Booster Pump Stations	-	70,000	210,000	-	-	-
Water Fund	Sustainability	Water campus landscaping Xeriscape	-	10,000	-	-	-	-
Water Fund	Water	UBWTP: 2 MG Tank Rehab	7,397	-	-	-	-	-
Water Fund	Water	*NEW* UBWTP Heaters (2)	22,481	-	-	-	-	-
Water Fund	Water	Upper Eby Creek Tank Recoating and Rehab	-	55,000	500,000	-	-	-
Water Fund	Water	Brush Creek Transmission Main PRV	30,000	-	-	-	-	-
Water Fund	Water	Lower Eby Creek Tank and Booster Pump Station Replacement	2,328,974	150,000	-	-	-	-
Water Fund	Water	Cemetery Tank	3,779,278	250,000	-	-	-	-
Water Fund	Water	Brush Creek Transmission Main Replacement - Ouzel to Brush Creek Road Extension	-	-	-	-	320,000	3,500,000
Water Fund	Water	UBWTP Fire Alarms	10,000	-	-	-	-	-
Water Fund	Water	Brush Creek Transmission Main Replacement - Phase III	1,920,000	180,000	-	-	-	-
Water Fund	Water	East Eagle Tank & Distribution	5,000	500,000	500,000	7,000,000	7,000,000	-
Water Fund	Water	Fairgrounds Water Main Loop	-	-	-	-	-	540,000
Water Fund	Water	Grand Avenue Water Infrastructure Improvements	45,000	30,000	1,000,000	500,000	500,000	-
Water Fund	Water	Hernage Creek Tank Rehab	-	-	85,000	1,000,000	-	-
Water Fund	Water	LBWTP Eagle River Diversion	-	-	-	200,000	3,600,000	-
Water Fund	Water	UBWTP: Water Intake Improvements	-	-	-	-	-	-
Water Fund	Sustainability	Building Electrification Project - Upper Basin Plant Water Heater (Not Grant-Funded)	-	7,500				
Water Fund	Water	UBWTP Filter Trains	-	50,000				

New Project
Complete Project
Funding / Scope Change

Water Fund, cont.

Fund	Dept	Project	2025 Rev YE Budget	2026	2027	2028	2029	2030
Water Fund	Water	UBWTP: Lifecycle replacement and regulatory upgrades	-	200,000	600,000	4,000,000	4,000,000	-
Water Fund	Water	Water Line: Downtown Distribution: Capitol Street: 2nd to 5th Street & Fourth Street: Broadway to Howard	200,000	1,300,000	-	-	-	-
Water Fund	Water	Water Line: Adams Rib Headquarters PRV	-	-	-	-	-	-
Water Fund	Water	Water Line: Whiting Rd, Young St.	-	-	-	-	-	-
Water Fund	Water	Security Cameras and Access Controls	13,324	-	-	-	-	-
Water Fund	Water	Water Line: Castle Dr and King Rd	-	-	150,000	1,200,000	-	-
Water Fund	Water	Adams Rib School House PRV - Removed and added to Transmission Main budget	-	-	-	-	-	-
Water Fund	Water	Lower Eby Creek Tank Coating	1,250,000	-	-	-	-	-
Water Fund	Water	UBWTP Pretreatment Valve and Actuator	20,000	-	-	-	-	-
Total		43	9,940,236	2,972,500	3,980,000	14,075,000	15,505,000	4,125,000

New Project
Complete Project
Funding / Scope Change

Refuse Fund

Fund	Dept	Project	2025 Rev YE Budget	2026	2027	2028	2029	2030
Refuse Fund	Public Works	Oil Drop Site - Security Camera and License Plate Reader	32,000	-	-	-	-	-
Total		1	32,000	-	-	-	-	-

New Project
Complete Project
Funding / Scope Change

Stormwater Fund

Fund	Dept	Project	2025 Rev YE Budget	2026	2027	2028	2029	2030
Stormwater Fund	Stormwater	*NEW* Capitol Street	-	250,000				
Stormwater Fund	Stormwater	Bluffs Subdivision Water Quality Outfall @ Eagle River	-	-	-	-	-	-
Stormwater Fund	Stormwater	Grand Avenue Stormwater Infrastructure Improvements	-	-	638,141	638,141	-	-
Stormwater Fund	Stormwater	Town Park - Drainage, parking improvements (Washington St 5th to 6th)	-	-	-	-	-	231,525
Total		4	-	250,000	638,141	638,141	-	231,525

ADMINISTRATIVE FEES

FEE TYPE	FEE TITLE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
ADMINISTRATIVE	Copies: Per page after the first 10 pages	\$0.25/page	\$0.25/page	NO CHANGE	
ADMINISTRATIVE	Notary Services	\$ 5.00	\$ 5.00	NO CHANGE	
ADMINISTRATIVE	Information transfer to computer media	\$ 30.00	\$ 30.00	NO CHANGE	
ADMINISTRATIVE	Records USB Flash Drive	ACTUAL COST	ACTUAL COST	NO CHANGE	
ADMINISTRATIVE	Research/Records Search (per hour, first hour free)	\$ 41.37	\$ 41.37	NO CHANGE	
ADMINISTRATIVE	Colorado Open Record Act Request - Audio/Video	\$ 5.00	\$ 5.00	NO CHANGE	
ADMINISTRATIVE	Colorado Open Record Act Request	\$0.25/page	\$0.25/page	NO CHANGE	
ADMINISTRATIVE	Returned Check Fee	\$ 25.00	\$ 25.00	NO CHANGE	
ADMINISTRATIVE	Verbatim Transcripts – per page, PLUS HOURLY RATE	\$ 15.00	\$ 15.00	NO CHANGE	
ADMINISTRATIVE	Certified Copies	\$2.00/page	\$2.00/page	NO CHANGE	
ADMINISTRATIVE	Postage and Packaging for mailing	ACTUAL COST	ACTUAL COST	NO CHANGE	

TOWN CLERK FEES

FEE TYPE	FEE TITLE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
BUSINESS LICENSE FEE	Business License - Sales Within Public Right of Way	\$ 25 - 250	\$ 25 - 250	NO CHANGE	
BUSINESS LICENSE FEE	Business License/Business Marketing Fee	\$ 20.00	\$ 20.00	NO CHANGE	
BUSINESS LICENSE FEE	Business License/Business Occupation Fee	\$ 55.00	\$ 55.00	NO CHANGE	
BUSINESS LICENSE FEE	Business & Tobacco License Late Fee	\$15/month after January 31st max of \$45	\$15/month after January 31st max of \$45	NO CHANGE	
BUSINESS LICENSE FEE	Business License Peddler and Solicitors:	\$ 50.00	\$ 50.00	NO CHANGE	
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: Two Consecutive Days	\$ 65.00	\$ 65.00	NO CHANGE	
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: Three Consecutive Days	\$ 85.00	\$ 85.00	NO CHANGE	
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: Seven Consecutive Days	\$ 105.00	\$ 105.00	NO CHANGE	
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: Thirty Consecutive Days	\$ 125.00	\$ 125.00	NO CHANGE	
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: One Year	\$ 275.00	\$ 275.00	NO CHANGE	
LIQUOR LICENSE FEE	Art/Club License			NO CHANGE	
LIQUOR LICENSE FEE	New/Renewal	\$100 Application Fee + \$41.25 License Fee = \$141.25	\$100 Application Fee + \$41.25 License Fee = \$141.25	NO CHANGE	
LIQUOR LICENSE FEE	Retail Establishment Permit/Art Gallery/Bed & Breakfast Permit			NO CHANGE	
LIQUOR LICENSE FEE	New/Renewal	\$25.00 Application Fee + \$3.75 License Fee = \$28.75	\$25.00 Application Fee + \$3.75 License Fee = \$28.75	NO CHANGE	
LIQUOR LICENSE FEE	Brew Pub/Distillery Pub/Vintner's Restaurant			NO CHANGE	
LIQUOR LICENSE FEE	New/Concurrent Review	\$1,000 Application Fee + \$75 License Fee = \$1,075	\$1,000 Application Fee + \$75 License Fee = \$1,075	NO CHANGE	
LIQUOR LICENSE FEE	Transfer	\$750 Application Fee + \$75 License Fee = \$825	\$750 Application Fee + \$75 License Fee = \$825	NO CHANGE	
LIQUOR LICENSE FEE	Renewal	\$100 Application Fee + \$75 License Fee = \$175	\$100 Application Fee + \$75 License Fee = \$175	NO CHANGE	
LIQUOR LICENSE FEE	Fermented Malt Beverage and Wine (On/Off Premises) Gas Stations/Grocery			NO CHANGE	
LIQUOR LICENSE FEE	New/Concurrent Review	\$1000 Application Fee + \$3.75 License Fee = \$1,003.75	\$1000 Application Fee + \$3.75 License Fee = \$1,003.75	NO CHANGE	
LIQUOR LICENSE FEE	Transfer	\$750 Application Fee + \$3.75 License Fee = \$753.75	\$750 Application Fee + \$3.75 License Fee = \$753.75	NO CHANGE	
LIQUOR LICENSE FEE	Renewal	\$100 Application Fee + \$3.75 License Fee = \$103.75	\$100 Application Fee + \$3.75 License Fee = \$103.75	NO CHANGE	

TOWN CLERK FEES

FEE TYPE	FEE TITLE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
LIQUOR LICENSE FEE	Beer & Wine (Restaurants)			NO CHANGE	
LIQUOR LICENSE FEE	New/Concurrent Review	\$1000 Application Fee + \$48.75 License Fee = \$1048.75	\$1000 Application Fee + \$48.75 License Fee = \$1048.75	NO CHANGE	
LIQUOR LICENSE FEE	Transfer	\$750 Application Fee + \$48.75 License Fee = \$798.75	\$750 Application Fee + \$48.75 License Fee = \$798.75	NO CHANGE	
LIQUOR LICENSE FEE	Renewal	\$100 Application Fee + \$48.75 License Fee = \$148.75	\$100 Application Fee + \$48.75 License Fee = \$148.75	NO CHANGE	
LIQUOR LICENSE FEE	Hotel/Restaurant/Tavern/Lodging or Entertainment/Optional Premises/Racetrack/Retail Gaming Tavern			NO CHANGE	
LIQUOR LICENSE FEE	New/Concurrent Review	\$1,000 Application Fee + \$75 License Fee = \$1,075	\$1,000 Application Fee + \$75 License Fee = \$1,075	NO CHANGE	
LIQUOR LICENSE FEE	Transfer	\$750 Application Fee + \$75 License Fee = \$825	\$750 Application Fee + \$75 License Fee = \$825	NO CHANGE	
LIQUOR LICENSE FEE	Renewal	\$100 Application Fee + \$75 License Fee = \$175	\$100 Application Fee + \$75 License Fee = \$175	NO CHANGE	
LIQUOR LICENSE FEE	Optional Premises	\$0 Application Fee + \$75 License Fee = \$75	\$0 Application Fee + \$75 License Fee = \$75	NO CHANGE	
LIQUOR LICENSE FEE	Retail Liquor Store			NO CHANGE	
LIQUOR LICENSE FEE	New/Concurrent Review	\$1,000 Application Fee + \$22.50 License Fee = \$1022.50	\$1,000 Application Fee + \$22.50 License Fee = \$1022.50	NO CHANGE	
LIQUOR LICENSE FEE	Transfer	\$750 Application Fee + \$22.50 License Fee = \$772.50	\$750 Application Fee + \$22.50 License Fee = \$772.50	NO CHANGE	
LIQUOR LICENSE FEE	Renewal	\$100 Application Fee + \$22.50 License Fee = \$122.50	\$100 Application Fee + \$22.50 License Fee = \$122.50	NO CHANGE	
LIQUOR LICENSE FEE	Tasting Permit	\$0 Application Fee + \$100 License Fee = \$100	\$0 Application Fee + \$100 License Fee = \$100	NO CHANGE	
LIQUOR LICENSE FEE	Catering Company			NO CHANGE	
LIQUOR LICENSE FEE	New/Renewal	\$25 Application Fee + \$3.75 License Fee = \$28.75	\$25 Application Fee + \$3.75 License Fee = \$28.75	NO CHANGE	
LIQUOR LICENSE FEE	Special Event Permit Fee per day OR event (one application fee)	\$100 Application Fee + \$0 License Fee = \$100	\$100 Application Fee + \$0 License Fee = \$100	NO CHANGE	
LIQUOR LICENSE FEE	Festival Permit (Fee per event)	\$50 Application Fee + \$0 License Fee = \$50	\$50 Application Fee + \$0 License Fee = \$50	NO CHANGE	
LIQUOR LICENSE FEE	Entertainment District Application	\$100 Application Fee + \$0 License Fee = \$100	\$100 Application Fee + \$0 License Fee = \$100	NO CHANGE	

TOWN CLERK FEES

FEE TYPE	FEE TITLE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
LIQUOR LICENSE FEE	Change of Location	\$750 Application Fee + \$0 License Fee = \$750	\$750 Application Fee + \$0 License Fee = \$750	NO CHANGE	
LIQUOR LICENSE FEE	Communal Outdoor Dining Permit (Per Entity for State Fee)	\$25 Application Fee + \$0 License Fee = \$25	\$25 Application Fee + \$0 License Fee = \$25	NO CHANGE	
LIQUOR LICENSE FEE	Temporary Permit - Transfer of Ownership	\$100 Application Fee + \$0 License Fee = \$100	\$100 Application Fee + \$0 License Fee = \$100	NO CHANGE	
LIQUOR LICENSE FEE	Manager Registration (Hotel & Restaurant, Tavern, Lodging & Entertainment, Campus Liquor Complex)	\$30 Application Fee + \$0 License Fee = \$30	\$30 Application Fee + \$0 License Fee = \$30	NO CHANGE	
LIQUOR LICENSE FEE	Modification of Premises	\$25.00	\$25.00	NO CHANGE	
LIQUOR LICENSE FEE	Late Renewal Fee Any License	\$500	\$500	NO CHANGE	
MARIJUANA LICENSE FEE	Retail Marijuana Store (Center), Products Manufacturer, Cultivation Facility			NO CHANGE	
MARIJUANA LICENSE FEE	New	\$1,000 Application Fee + \$500 License Fee = \$1500	\$1,000 Application Fee + \$500 License Fee = \$1500	NO CHANGE	
MARIJUANA LICENSE FEE	Renewal	\$0 Application Fee + \$500 License Fee = \$500	\$0 Application Fee + \$500 License Fee = \$500	NO CHANGE	
MARIJUANA LICENSE FEE	Medical Marijuana Store (Center), Products Manufacturer, Cultivation Facility			NO CHANGE	
MARIJUANA LICENSE FEE	New	\$1,000 Application Fee + \$500 License Fee = \$1,500	\$1,000 Application Fee + \$500 License Fee = \$1,500	NO CHANGE	
MARIJUANA LICENSE FEE	Renewal	\$0 Application Fee + \$250 License Fee = \$250	\$0 Application Fee + \$250 License Fee = \$250	NO CHANGE	
MARIJUANA LICENSE FEE	Dually Licensed Store (Medical and Retail), Products & Infused Products, Cultivation Facility			NO CHANGE	
MARIJUANA LICENSE FEE	New	\$1,000 Application Fee + \$500 License Fee = \$1,500	\$1,000 Application Fee + \$500 License Fee = \$1,500	NO CHANGE	
MARIJUANA LICENSE FEE	Renewal	\$0 Application Fee + \$500 License Fee = \$500	\$0 Application Fee + \$500 License Fee = \$500	NO CHANGE	
MARIJUANA LICENSE FEE	Marijuana Testing Facility			NO CHANGE	
MARIJUANA LICENSE FEE	New	\$1,000 Application Fee + \$500 License Fee = \$1,500	\$1,000 Application Fee + \$500 License Fee = \$1,500	NO CHANGE	
MARIJUANA LICENSE FEE	Renewal	\$0 Application Fee + \$250 License Fee = \$250	\$0 Application Fee + \$250 License Fee = \$250	NO CHANGE	
MARIJUANA LICENSE FEE	Marijuana Optional Premises (Cultivation and Retail)			NO CHANGE	
MARIJUANA LICENSE FEE	New	\$1,000 Application Fee + \$500	\$1,000 Application Fee + \$500	NO CHANGE	
MARIJUANA LICENSE FEE	Renewal	\$0 Application Fee + \$250 License Fee = \$250	\$0 Application Fee + \$250 License Fee = \$250	NO CHANGE	
MARIJUANA LICENSE FEE	Late Renewal Fee	\$250	\$250	NO CHANGE	
MARIJUANA LICENSE FEE	Modification of Premises	\$ 50.00	\$ 50.00	NO CHANGE	
MARIJUANA LICENSE FEE	Change of Location/Manager/Financial Interest	\$ 50.00	\$ 50.00	NO CHANGE	
MUNICIPAL BAG FEE	Plastic/Paper Bag Fee for Businesses meeting the criteria outlined in HB21-1162	\$0.10/Bag (only \$.06/Bag remitted to the Town)	\$0.10/Bag (only \$.06/Bag remitted to the Town)	NO CHANGE	

TOWN CLERK FEES

FEE TYPE	FEE TITLE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
SEXUALLY ORIENTED BUSINESS LICENSE FEE	Sexually Oriented Business License Fee	\$ 100.00	\$ 100.00	NO CHANGE	
SEXUALLY ORIENTED BUSINESS LICENSE FEE	Sexually Oriented Business License Renewal Fee	\$ 100.00	\$ 100.00	NO CHANGE	
SEXUALLY ORIENTED BUSINESS LICENSE FEE	Sexually Oriented Business Manager's Registration Fee	\$ 100.00	\$ 100.00	NO CHANGE	
TOBACCO LICENSE FEE	Retail Tobacco License Fee	\$ 250.00	\$ 250.00	NO CHANGE	

FACILITY RENTAL

FEE TYPE	FEE TITLE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
FACILITY DEPOSIT	Pavilion Deposit Fees	\$ 750	\$ 750	NO CHANGE	
FACILITY DEPOSIT	Studio Deposit Fees	\$ 375	\$ 375	NO CHANGE	
FACILITY DEPOSIT	Centennial Stage-Key Deposit	\$ 100	\$ 100	NO CHANGE	
FACILITY RENTAL FEES	Cancellation fee (less than thirty (30) days prior to the event)	Town will retain the full rental fee from the deposit	Town will retain the full rental fee from the deposit	NO CHANGE	
FACILITY RENTAL FEES	Cancellation fee (more than thirty (30) days prior to the event)	\$ 100	\$ 100	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Late Check-In Fee	\$ 125	\$ 125	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Late Key Return	\$ 30/Day	\$ 30/Day	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Lost Key	Cost to re-key	Cost to re-key	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Unsecured Facility	\$ 100	\$ 100	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Unsatisfactory Cleaning Fee	\$ 65 /half hour minimum: half hour Forfeiture of part of the deposit may be assessed if the next lessee is impacted by the condition of the complex and a discount is required for the next lessee	\$ 65 /half hour minimum: half hour Forfeiture of part of the deposit may be assessed if the next lessee is impacted by the condition of the complex and a discount is required for the next lessee	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Repair Fee	\$ 65 / half hour plus 1.25 x Cost of parts minimum: half hour	\$ 65 / half hour plus 1.25 x Cost of parts minimum: half hour	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Stains on Carpet	\$75 / Stain	\$75 / Stain	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Liability Insurance: Low, Medium, and High Hazard Events	Per Colorado Intergovernmental Risk Sharing Agency's (CIRSA) Special Event liability insurance schedule	Per Colorado Intergovernmental Risk Sharing Agency's (CIRSA) Special Event liability insurance schedule	NO CHANGE	
OPENSOURCE FEES	Chambers Park Usage for Rafting Disembarkation by Rafting Operators (per paid customer)	\$ 1	\$ 1	NO CHANGE	
PAVILION FEES	Pavilion Friday-Sunday: Eagle Resident	\$ 740	\$ 740	NO CHANGE	
PAVILION FEES	Pavilion Friday-Sunday: Non-Resident	\$ 1,050	\$ 1,050	NO CHANGE	
PAVILION FEES	Pavilion Friday-Sunday: Non-Profit	\$ 470	\$ 470	NO CHANGE	
PAVILION FEES	Pavilion Monday-Thursday: Eagle Resident	\$ 370	\$ 370	NO CHANGE	
PAVILION FEES	Pavilion Monday-Thursday: Non-Resident	\$ 470	\$ 470	NO CHANGE	
PAVILION FEES	Pavilion Monday-Thursday: Non-Profit	\$ 260	\$ 260	NO CHANGE	
STUDIO FEES	Studio Friday-Sunday: Eagle Resident	\$ 320	\$ 320	NO CHANGE	
STUDIO FEES	Studio Friday-Sunday: Non Resident	\$ 420	\$ 420	NO CHANGE	
STUDIO FEES	Studio Friday-Sunday: Non-Profit	\$ 260	\$ 260	NO CHANGE	
STUDIO FEES	Studio Monday-Thursday: Eagle Resident	\$ 160	\$ 160	NO CHANGE	
STUDIO FEES	Studio Monday-Thursday: Non-Resident	\$ 210	\$ 210	NO CHANGE	
STUDIO FEES	Studio Monday-Thursday: Non-Profit	\$ 160	\$ 160	NO CHANGE	
TOWN HALL FEES	Town Hall Conference Room	\$ 25	\$ 25	NO CHANGE	
TOWN HALL FEES	Town Hall Council Chambers	\$ 50	\$ 50	NO CHANGE	

SPECIAL EVENT FEES

FEE TYPE	FEE TITLE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
SPECIAL EVENTS	Clean Up Deposits - For events taking place on town property, a deposit for clean up may be charged. The amount returned will be dependent on the amount of staff time spent cleaning the site after the event.	\$ 250.00	\$ 250.00	NO CHANGE	
SPECIAL EVENTS	Fee for Additional Officers - Fee per hour per officer for additional coverage that may be required when a certain number of attendees are expected at an event.	See Extra Duty Officer Fee from Police Department schedule	See Extra Duty Officer Fee from Police Department schedule	NO CHANGE	
SPECIAL EVENTS	Special Event Application Fee - Lower cost application fee for all events. Additional review fee will be charged for events that take significant staff time for review.	\$ 50.00	\$ 50.00	NO CHANGE	
SPECIAL EVENTS	Special Event Application Review Fee - For larger public events that need staff review beyond the collection of event information	\$ 200.00	\$ 200.00	NO CHANGE	
SPECIAL EVENTS	Public Workers Employee Labor Fee - This fee may be charged when staff are required to assist with an event outside of normal business hours or outside of the standard job duties of the department.	\$50/hr/employee	\$50/hr/employee	NO CHANGE	
SPECIAL EVENTS	Special Event Hard Street Closure per Foot of Street Width	\$10.60/Foot	\$10.60/Foot	NO CHANGE	
SPECIAL EVENTS	Special Event Temporary Use Permit for Using Town Property	\$ 250.00	\$ 250.00	NO CHANGE	

BUILDING DEPARTMENT FEES

FEE TYPE	FEE TITLE	REFERENCE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 1-500	EMC 13.13.080	\$ 39.40	\$ 39.40	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 500.01-2,000	EMC 13.13.080	\$39.40 for the first 500 plus \$3.60 for each add '1 100 or fraction thereof, to and including 2,000	\$39.40 for the first 500 plus \$3.60 for each add '1 100 or fraction thereof, to and including 2,000	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 2,000.01-25,000	EMC 13.13.080	\$93.40 for the first 2,000 plus \$16.30 for each add '1 1,000 or fraction thereof, to and including 25,000	\$93.40 for the first 2,000 plus \$16.30 for each add '1 1,000 or fraction thereof, to and including 25,000	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 25,000.01-50,000	EMC 13.13.080	\$468.30 for the first 25,000 plus \$11.75 for each add '1 1,000 or fraction thereof, to and including 50,000	\$468.30 for the first 25,000 plus \$11.75 for each add '1 1,000 or fraction thereof, to and including 50,000	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 50,000.01-100,000	EMC 13.13.080	\$762.05 for the first 50,000 plus \$8.15 for each add '1 1,000 or fraction thereof, to and including 100,000	\$762.05 for the first 50,000 plus \$8.15 for each add '1 1,000 or fraction thereof, to and including 100,000	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 100,000.01-500,000	EMC 13.13.080	\$1,169.55 for the first 100,000 plus \$6.55 for each add '1 1,000 or fraction thereof, to and including 500,000	\$1,169.55 for the first 100,000 plus \$6.55 for each add '1 1,000 or fraction thereof, to and including 500,000	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 500,000.01-1,000,000	EMC 13.13.080	\$3789.55 for the first 500,000 plus \$5.55 for each add '1 1,000 or fraction thereof, to and including 1,000,000	\$3789.55 for the first 500,000 plus \$5.55 for each add '1 1,000 or fraction thereof, to and including 1,000,000	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 1,000,000.01 and up	EMC 13.13.080	\$6,564.55 for the first 1,000,000 plus \$4.30 for each add '1 1,000	\$6,564.55 for the first 1,000,000 plus \$4.30 for each add '1 1,000	NO CHANGE	
BUILDING PERMIT FEES	Roof Replacement - For single-family structure only	13.13.080 Other Fees	\$75 + Use Tax + Permit Issuance Fee	\$75 + Use Tax + Permit Issuance Fee	NO CHANGE	
BUILDING PERMIT FEES	Move or Demolish - Any building or structure	13.13.080 Other Fees	\$75 + Use Tax + Permit Issuance Fee	\$75 + Use Tax + Permit Issuance Fee	NO CHANGE	
BUILDING PERMIT FEES	Use Tax	EMC 3.05.030	2% of 200% of Total Valuation (Use Tax is 4% - the Town assumes building materials are 50% of the valuation)	2% of 200% of Total Valuation (Use Tax is 4% - the Town assumes building materials are 50% of the valuation)	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Performing work without first obtaining a permit		Double the Permit Fee	Double the Permit Fee	NO CHANGE	
BUILDING PERMIT FEES	Single Trade Work without Permit Fee		\$ 250.00	\$ 250.00	NO CHANGE	
BUILDING PERMIT FEES	Concealment Fee		\$ 350.00	\$ 350.00	NO CHANGE	
BUILDING PERMIT FEES	Temporary C/O Fee		\$ 250.00	\$ 250.00	NO CHANGE	
BUILDING PERMIT FEES	Building Board of Appeals (BBA) Fee		\$ 250.00	\$ 250.00	NO CHANGE	
BUILDING PERMIT FEES	Certificate of Occupancy Fee		\$ 100.00	\$ 100.00	NO CHANGE	
BUILDING PERMIT FEES	Exterior Energy Offset Program fee (EEOP)		Varies (see calculator at https://tinyurl.com/TOE-EEOP)	Varies (see calculator at https://tinyurl.com/TOE-EEOP)	NO CHANGE	
CONTRACTORS REGISTRATION FEES	Plumbing and/or Mechanical Contractor's Registration		\$ 50.00	\$ 50.00	NO CHANGE	
CONTRACTORS REGISTRATION FEES	General Contractor's Registration	EMC 13.24.010 B	\$ 100.00	\$ 100.00	NO CHANGE	
ELEVATOR PERMIT FEES	Reinspection fees	305.8 UNIFORM ADMINISTRATIVE CODE	\$1,000 per unit	\$1,000 per unit	NO CHANGE	
INSPECTIONS	Reinspection fees	2015 IBC	\$100/Hour (Minimum 1 hour)	\$100/Hour (Minimum 1 hour)	NO CHANGE	
INSPECTIONS	Inspections for which no fee is specifically indicated	2015 IBC	\$50/Hour (Minimum 1 hour)	\$50/Hour (Minimum 1 hour)	NO CHANGE	
INSPECTIONS	Special Inspection/Inspections outside of normal business hours 8am-5pm	2015 IBC	\$100/Hour (Minimum 2 Hours)	\$100/Hour (Minimum 2 Hours)	NO CHANGE	

BUILDING DEPARTMENT FEES

FEE TYPE	FEE TITLE	REFERENCE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
MANUFACTURED/MOBILE HOME PERMIT FEES	Single-wide Mobile Home	13.13.080 Other Fees	\$ 200.00	\$ 200.00	NO CHANGE	
MANUFACTURED/MOBILE HOME PERMIT FEES	Double-wide Mobile Home	EMC 13.13.080	\$ 300.00	\$ 300.00	NO CHANGE	
MANUFACTURED/MOBILE HOME PERMIT FEES	Factory Built/Manufactured Home Double Unit	EMC 13.13.080 OTHER FEES	\$ 500.00	\$ 500.00	NO CHANGE	
MANUFACTURED/MOBILE HOME PERMIT FEES	Factory Build/Manufactured Home Triple Unit	EMC 13.13.080 OTHER FEES	\$ 800.00	\$ 800.00	NO CHANGE	
MECHANICAL PERMIT FEES	Mechanical Permit Fee Total Valuation 1-2,000	13.13.080 TABLE 2	\$ 65.00	\$ 65.00	NO CHANGE	
MECHANICAL PERMIT FEES	Mechanical Permit Fee Total Valuation 2,001-25,000	13.13.080 TABLE 2	\$65 for the first 2,000 plus \$22 for each additional 1,000 of fraction thereof up to 25,000	\$65 for the first 2,000 plus \$22 for each additional 1,000 of fraction thereof up to 25,000	NO CHANGE	
MECHANICAL PERMIT FEES	Mechanical Permit Fee Total Valuation 25,001 or more	13.13.080 TABLE 2	\$571 for the first 25,000 plus \$11 for each additional 1,000 or fraction thereof	\$571 for the first 25,000 plus \$11 for each additional 1,000 or fraction thereof	NO CHANGE	
MECHANICAL PERMIT FEES	HVAC Replacement Permit Fee	13.13.080 Table 2	\$75 + Use Tax + Permit Issuance Fee	\$75 + Use Tax + Permit Issuance Fee	NO CHANGE	
PERMIT ISSUE/TRANSFER	Permit issuance or transfer (Issuance fee does not apply for Electrical Permits)	13.13.080 Other Fees	\$ 25.00	\$ 25.00	NO CHANGE	
PLAN REVIEW	Repetitive Plan Check Fee - Residential (multi-family)	2015 IBC	\$75/Hour (Minimum 4 Hours)	\$75/Hour (Minimum 4 Hours)	NO CHANGE	
PLAN REVIEW	Repetitive Plan Check Fee - Commercial/Industrial/Mixed Use	2015 IBC	\$75/Hour (Minimum 5 Hours)	\$75/Hour (Minimum 5 Hours)	NO CHANGE	
PLAN REVIEW	Additional Plan Review required by Changes, Additions, Revisions	AMC 13.13.080 OTHER FEES TABLE	\$75/Hour (Minimum 1 Hour)	\$75/Hour (Minimum 1 Hour)	NO CHANGE	
PLAN REVIEW	Plan Check Fee	13.13.080 Other Fees	65% of the amount of the Building Permit Fee	65% of the amount of the Building Permit Fee	NO CHANGE	
PLAN REVIEW	Use of an Outside Consultant for plan check and/or inspection	13.13.080 Other Fees	Actual Costs	Actual Costs	NO CHANGE	
PLUMBING PERMIT FEES	Plumbing Permit Fee Total Valuation 1-2,000	13.13.080 TABLE 3	\$ 65.00	\$ 65.00	NO CHANGE	
PLUMBING PERMIT FEES	Plumbing Permit Fee Total Valuation 2,001-25,000	13.13.080 TABLE 3	\$65 for the first 2,000 plus \$22 for each additional 1,000 of fraction thereof up to 25,000	\$65 for the first 2,000 plus \$22 for each additional 1,000 of fraction thereof up to 25,000	NO CHANGE	
PLUMBING PERMIT FEES	Plumbing Permit Fee Total Valuation 25,001 or more	13.13.080 TABLE 3	\$571 for the first 25,000 plus \$11 for each additional 1,000 or fraction thereof	\$571 for the first 25,000 plus \$11 for each additional 1,000 or fraction thereof	NO CHANGE	
PLUMBING PERMIT FEES	Replacement of existing hot water heater	13.13.080 Table 3	\$ 65.00	\$ 65.00	NO CHANGE	
PLUMBING PERMIT FEES	Irrigation Permit Fee		\$ 100.00	\$ 100.00	NO CHANGE	

PLANNING DEPARTMENT FEES

FEE TYPE	FEE TITLE	REFERENCE	2025 FEE (REVISED)	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
FIRE IMPACT FEES	Residential - Single Family (per unit)	LUC 4.13.186 D/Greater Eagle Fire Protection District	\$ 2,774.00	\$ 2,774.00	FEE CHANGE	4.13.230: The fire protection impact fee established in this section shall be adjusted annually for inflation effective January 15 of each year. The adjustment shall be based upon the percentage change in the United States Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, all items, all urban consumers, or its successor index. Using the second half of the PY CPI increase.
FIRE IMPACT FEES	Residential - Multi family (per unit)	LUC 4.13.186 D/Greater Eagle Fire Protection District	\$ 1,563.00	\$ 1,563.00	FEE CHANGE	4.13.230: The fire protection impact fee established in this section shall be adjusted annually for inflation effective January 15 of each year. The adjustment shall be based upon the percentage change in the United States Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, all items, all urban consumers, or its successor index. Using the second half of the PY CPI increase.
FIRE IMPACT FEES	Nonresidential, except temporary & extended stay lodging facilities (per 1,000sqft)	LUC 4.13.186 D/Greater Eagle Fire Protection District	\$ 1,022.00	\$ 1,022.00	FEE CHANGE	4.13.230: The fire protection impact fee established in this section shall be adjusted annually for inflation effective January 15 of each year. The adjustment shall be based upon the percentage change in the United States Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, all items, all urban consumers, or its successor index. Using the second half of the PY CPI increase.
FIRE IMPACT FEES	Temporary & extended stay lodging facilities (per 1,000sqft)	LUC 4.13.186 D/Greater Eagle Fire Protection District	\$ 1,022.00	\$ 1,022.00	FEE CHANGE	4.13.230: The fire protection impact fee established in this section shall be adjusted annually for inflation effective January 15 of each year. The adjustment shall be based upon the percentage change in the United States Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, all items, all urban consumers, or its successor index. Using the second half of the PY CPI increase.
LAND USE APPLICATION FEES	Consultant Process Applications	Fees are not applicable when planning consultant process applications, planning consultant fees will be passed through to applicant via reimbursable agreement				
LAND USE APPLICATION FEES	Annexation and Initial Zoning (Non PUD <2 acres)	LUC 4.03.080	\$1,500 + Deposit of \$2,000	\$1,500 + Deposit of \$2,000	NO CHANGE	
LAND USE APPLICATION FEES	Annexation and Initial Zoning (Non PUD >2 acres)	LUC 4.03.080	\$2,500 + Reimbursement Agreement	\$2,500 + Reimbursement Agreement	NO CHANGE	
LAND USE APPLICATION FEES	Annexation and Initial Zoning (PUD any size)	LUC 4.03.080	\$2,500 + Fee for PUD Concept Plan + Reimbursement Agreement	\$2,500 + Fee for PUD Concept Plan + Reimbursement Agreement	NO CHANGE	
LAND USE APPLICATION FEES	Amendment to Annexation Agreement (non PUD any size)		\$750 + Reimbursement Agreement	\$750 + Reimbursement Agreement	NO CHANGE	
LAND USE APPLICATION FEES	Amendment to Annexation Agreement (PUD any size)		\$1,250 + Reimbursement Agreement	\$1,250 + Reimbursement Agreement	NO CHANGE	
LAND USE APPLICATION FEES	Rezoning Application Fee	LUC 4.03.080	\$900 + \$900 Deposit	\$900 + \$900 Deposit	NO CHANGE	

PLANNING DEPARTMENT FEES

FEE TYPE	FEE TITLE	REFERENCE	2025 FEE (REVISED)	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
LAND USE APPLICATION FEES	Zoning Variance	LUC 4.03.080	\$1000 + Deposit of \$500	\$1000 + Deposit of \$500	NO CHANGE	
LAND USE APPLICATION FEES	Sub-Area Plan/Comprehensive Plan Exception or Amendment	LUC 4.03.080	\$2000 + Deposit of \$400	\$2000 + Deposit of \$400	NO CHANGE	
LAND USE APPLICATION FEES	PUD Concept Plan	LUC 4.03.080	\$1650 + Reimbursement Agreement (or \$1400)	\$1650 + Reimbursement Agreement (or \$1400)	NO CHANGE	
LAND USE APPLICATION FEES	PUD Final Plan	LUC 4.03.080	\$2200 + Reimbursement Agreement (or \$2400)	\$2200 + Reimbursement Agreement (or \$2400)	NO CHANGE	
LAND USE APPLICATION FEES	PUD Minor Amendment		\$550 + Deposit of \$600	\$550 + Deposit of \$600	NO CHANGE	
LAND USE APPLICATION FEES	PUD Major Amendment	LUC 4.03.080	\$1650 + Deposit of \$1000	\$1650 + Deposit of \$1000	NO CHANGE	
LAND USE APPLICATION FEES	Subdivision - Sketch Plan	LUC 4.03.080	\$1,500 + Deposit of \$600	\$1,500 + Deposit of \$600	NO CHANGE	
LAND USE APPLICATION FEES	Subdivision - Preliminary Plan	LUC 4.03.080	\$2000 + Deposit of \$1,400	\$2000 + Deposit of \$1,400	NO CHANGE	
LAND USE APPLICATION FEES	Subdivision - Final Plat	LUC 4.03.080	\$1,600 + Deposit of \$600	\$1,600 + Deposit of \$600	NO CHANGE	
LAND USE APPLICATION FEES	Subdivision - Lot Line Adjustment	LUC 4.03.080	\$450 +\$ 600 Deposit	\$450 +\$ 600 Deposit	NO CHANGE	
LAND USE APPLICATION FEES	Subdivision - Condominium/Townhouse Plat	LUC 4.03.080	\$450 + Deposit of \$400	\$450 +\$ 600 Deposit	FEE CHANGE	Increasing to match other Subdivision items in the Fee Schedule Comparisons (Avon = \$500 + 3rd party surveyor fees, Carbondale = \$500, Frisco = \$440 + \$800 for 4 units or less / \$1400 + \$1500 for 5 units or more)
LAND USE APPLICATION FEES	Subdivision – Minor	LUC 4.03.080	\$650 + \$600 Deposit	\$650 + \$600 Deposit	NO CHANGE	
LAND USE APPLICATION FEES	Subdivision - Combination Sketch Plan/Prelim Plan	LUC 4.03.080	Listed fees with 15% discount + Deposit of \$1400	Listed fees with 15% discount + Deposit of \$1400	NO CHANGE	
LAND USE APPLICATION FEES	Subdivision - Combination Prelim/Final Plat	LUC 4.03.080	Listed fees with 15% discount + deposit of \$1400	Listed fees with 15% discount + deposit of \$1400	NO CHANGE	
LAND USE APPLICATION FEES	Special Use Permit	LUC 4.03.080	\$800 + Deposit of \$600	\$800 + Deposit of \$600	NO CHANGE	
LAND USE APPLICATION FEES	Special Use Permit – Amendment	LUC 4.03.080	\$350 + \$200 Deposit	\$350 + \$200 Deposit	REMOVE FEE	No longer needed
LAND USE APPLICATION FEES	Conditional Use Permit		\$650 + Deposit of \$450	\$650 + Deposit of \$450	NO CHANGE	
LAND USE APPLICATION FEES	Administrative Use Permit		\$250 + Deposit of \$150	\$250 + Deposit of \$150	NO CHANGE	
LAND USE APPLICATION FEES	Minor Use Permit	Section 4.01.070	\$ 250	\$ 150	FEE CHANGE	Fee for a Administrative Use Review that requires minimal staff time Making more consistent with similar Fee's in the Schedule/Making it comparable to staff time spent. Comparisons (Avon = \$250, Carbondale = \$800, Glenwood Springs = \$700 for 5-9 residential units/\$1320 for 10-24 residential units/\$3680 for 10,000-30,000 sq ft commercial)
LAND USE APPLICATION FEES	Sign Permit	LUC 4.03.080	\$ 100	\$ 100	NO CHANGE	
LAND USE APPLICATION FEES	Sign Permit - Comprehensive sign program	LUC 4.03.080	\$ 150	\$ 150	NO CHANGE	
LAND USE APPLICATION FEES	Design Variance - Subdivision	LUC 4.03.080	\$ 300	\$ 300	TITLE CHANGE	Updated title
LAND USE APPLICATION FEES	Administrative Adjustment	Section 4.01.070	\$ 100	\$ 250	FEE CHANGE	Increasing to reflect time/effort of staff to review Comparisons (Avon = \$250, Carbondale = \$150, Frisco = \$30)
LAND USE APPLICATION FEES	Wireless Communication Facility (WCF)	Ordinance No. 8, Series 2021, "An Ordinance	\$ 450	\$ 450	NO CHANGE	
LAND USE APPLICATION FEES	Address Change Fee	LUC 4.03.080	\$ 25	\$ 25	NO CHANGE	
LAND USE APPLICATION FEES	Planner - Hourly Rate	LUC 4.03.080	\$ 60	\$ 60	NO CHANGE	
LAND USE APPLICATION FEES	Development Plan/Permit - Minor	LUC 4.03.080	\$1100 + Deposit of \$240	\$1100 + Deposit of \$240	NO CHANGE	
LAND USE APPLICATION FEES	Development Plan/Permit - Major		\$2200 + Deposit of \$600	\$2200 + Deposit of \$600	NO CHANGE	
LAND USE APPLICATION FEES	Development Plan Extension / Amendment to a Development Plan/Agreement	Section 4.01.070	20% of Application Fee	20% of Application Fee	TITLE CHANGE	Spelling correction

PLANNING DEPARTMENT FEES

FEE TYPE	FEE TITLE	REFERENCE	2025 FEE (REVISED)	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
LAND USE APPLICATION FEES	Vacation of Easement or Right of Way		\$750 + Deposit of \$350	\$750 + Deposit of \$350	NO CHANGE	
LAND USE APPLICATION FEES	Encroachment Permit		\$ 250	\$ 250	NO CHANGE	
LAND USE APPLICATION FEES	An Appeal of a Planning Decision		Original application fee (No Deposit)	Original application fee (No Deposit)	NO CHANGE	
LAND USE APPLICATION FEES	Parking Plan (stand alone)		\$200	\$150	FEE CHANGE	Parking Plan Review to verify parking is conforming. Making more consistent with similar Fee's in the Schedule/Making it comparable to staff time spent. Comparisons (Glenwood Springs = \$255, Frisco = \$110)
LAND USE APPLICATION FEES	Landscape Plan (stand alone)	Section 4.01.070	\$100	\$150	FEE CHANGE	Landscape Plan Review to verify landscaping is conforming. Making more consistent with similar Fee's in the Schedule/Making it comparable to staff time spent. Comparisons (Avon = \$100, Frisco = \$30, Vail = \$0)
LAND USE APPLICATION FEES	Lighting Plan (stand alone)		\$150	\$150	NO CHANGE	
LAND USE APPLICATION FEES	LERP Plan (stand alone)	Section 4.01.070	\$100	\$150	FEE CHANGE	LERP Plan Review to verify LERP Units are conforming. Making more consistent with similar Fee's in the Schedule/Making it comparable to staff time spent.
LAND USE APPLICATION FEES	School Fee In-Lieu	Section 4.15.060	NA	TBD	NEW FEE	Helps Calculate a cash payment to mitigate impact generated by new developments. Will set with Council in the next month. To set a market value for Fee In-Lieu of School Land Dedication as required by Section 4.15.060
LAND USE APPLICATION FEES	Administrative Development Plan Review	Section 4.15.060	NA	\$500.00 + 240.00 Deposit	NEW FEE	THE LUDC references an Administrative Development Plan Review & the Use Table also references this. Establishing a Fee for this review process. Comparisons (Glenwood Springs = \$460, Carbondale = \$400)
MOBILE VENDING PERMIT	Mobile Vending Permit Fee		\$ 250.00	\$ 250.00	NO CHANGE	
PARKING FEE IN-LIEU	Parking Fee In-Lieu (Operating)	Section 4.01.070	\$7,672 / Parking Space within the Parking Fee In-Lieu Program Boundary	\$9,491.49 / Parking Space within the Parking Fee In-Lieu Program Boundary	FEE CHANGE	Updated annually as inflation and cost for construction materials increase
PARKING FEE IN-LIEU	Parking Fee In-Lieu (Capital)	Section 4.01.070	\$17,645 / Parking Space within the Parking Fee In-Lieu Program Boundary	\$21,943.83 / Parking Space within the Parking Fee In-Lieu Program Boundary	FEE CHANGE	Updated annually as inflation and cost for construction materials increase
PUBLIC SAFETY IMPACT FEE	Impact fee per dwelling unit for residential land use		\$ 1,638.74	\$ 1,641.95	FEE CHANGE	2.1% CPI increase. Per the municipal code (4.13.250) the public safety impact fee shall be adjusted annually for inflation based on Denver-Aurora-Lakewood CPI. The Town uses the 1st half of the year method for all CPI increases to our fees (i.e. 2026 CPI increases are based on the annual CPI increase from July 2024 through June 2025).
PUBLIC SAFETY IMPACT FEE	Impact fee for commercial land use		\$0.39 / square foot	\$0.40 / square foot	FEE CHANGE	2.1% CPI increase. Per the municipal code (4.13.250) the public safety impact fee shall be adjusted annually for inflation based on Denver-Aurora-Lakewood CPI. The Town uses the 1st half of the year method for all CPI increases to our fees (i.e. 2026 CPI increases are based on the annual CPI increase from July 2024 through June 2025).
SHORT-TERM RENTAL FEES	Short-Term Rental Registration Fees		\$ -	\$ -	NO CHANGE	
STREET IMPROVEMENT FEES	Residential single family	LUC 4.13.185 D	\$1,016 per dwelling unit	\$1,016 per dwelling unit	NO CHANGE	
STREET IMPROVEMENT FEES	Residential multifamily	LUC 4.13.185 D	\$646 per dwelling unit	\$646 per dwelling unit	NO CHANGE	
STREET IMPROVEMENT FEES	Bank	LUC 4.13.185 D	\$7,634 per 1,000 sf	\$7,634 per 1,000 sf	NO CHANGE	

PLANNING DEPARTMENT FEES

FEE TYPE	FEE TITLE	REFERENCE	2025 FEE (REVISED)	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
STREET IMPROVEMENT FEES	Convenience Store w gas	LUC 4.13.185 D	\$10,309 per 1,000 sf	\$10,309 per 1,000 sf	NO CHANGE	
STREET IMPROVEMENT FEES	High turnover sit down restaurant	LUC 4.13.185 D	\$3,613 per 1,000 sf	\$3,613 per 1,000 sf	NO CHANGE	
STREET IMPROVEMENT FEES	Fast food restaurant	LUC 4.13.185 D	\$13,681 per 1,000 sf	\$13,681 per 1,000 sf	NO CHANGE	
STREET IMPROVEMENT FEES	Industrial	LUC 4.13.185 D	\$194 per 1,000 sf	\$194 per 1,000 sf	NO CHANGE	
STREET IMPROVEMENT FEES	Commercial General	LUC 4.13.185 D	\$1,016 per 1,000 sf	\$1,016 per 1,000 sf	NO CHANGE	

ENGINEERING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
ENGINEERING DEPARTMENT	Engineer - Hourly Rate	\$ 60	\$ 60	NO CHANGE	
GRADING PERMIT FEES	Grading Permit Fee - 50 cubic yards or less	\$ 65	\$ 65	NO CHANGE	
GRADING PERMIT FEES	Grading Permit Fee - 51-100 cubic yards	\$65 for the first 50 cy plus \$15.00 for each add 'l 10 cy or fraction thereof	\$65 for the first 50 cy plus \$15.00 for each add 'l 10 cy or fraction thereof	NO CHANGE	
GRADING PERMIT FEES	Grading Permit Fee - 101-1,000 cubic yards	\$140 for the first 1,000 cy plus \$10.50 for each add 'l 100 cy or fraction thereof	\$140 for the first 1,000 cy plus \$10.50 for each add 'l 100 cy or fraction thereof	NO CHANGE	
GRADING PERMIT FEES	Grading Permit Fee - 1,001-10,000 cubic yards	\$234.50 for the first 1,000 cy plus \$9.00 for each add 'l 1,000 cy or fraction thereof	\$234.50 for the first 1,000 cy plus \$9.00 for each add 'l 1,000 cy or fraction thereof	NO CHANGE	
GRADING PERMIT FEES	Grading Permit Fee - 10,001-100,000 cubic yards	\$315.50 for the first 10,000 cy plus \$40.50 for each add 'l 10,000 cy or fraction thereof	\$315.50 for the first 10,000 cy plus \$40.50 for each add 'l 10,000 cy or fraction thereof	NO CHANGE	
GRADING PERMIT FEES	Grading Permit Fee - 100,001 cubic yards or more	\$680 for the first 100,000 cy plus \$22.50 for each add 'l 10,000 cy or fraction thereof	\$680 for the first 100,000 cy plus \$22.50 for each add 'l 10,000 cy or fraction thereof	NO CHANGE	
GRADING PERMIT FEES	Grading Plan Review Fee	Town Engineer Hourly Rate (Minimum 2 Hours)	Town Engineer Hourly Rate (Minimum 2 Hours)	NO CHANGE	

PUBLIC WORKS DEPARTMENT

FEE TYPE	FEE TITLE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
PLANT INVESTMENT FEE-SEWER	Sewer - Per Equivalent Residential Unit (1.0 EQR)	\$ 10,000.00	\$ 10,000.00	NO CHANGE	
PLANT INVESTMENT FEE-WATER	Water Per Equivalent Residential Unit (EQR) In Town	\$ 15,385.06	\$ 15,385.06	NO CHANGE	
PLANT INVESTMENT FEE-WATER	Water Per Equivalent Residential Unit (EQR) Out of Town	\$ 23,077.58	\$ 23,077.58	NO CHANGE	
PUBLIC WORKS	Door Tag – Water Notice Shut Off	\$ 25.00	\$ 25.00	NO CHANGE	
PUBLIC WORKS	Meter Check Service Fee	75.00 (Hourly)	75.00 (Hourly)	NO CHANGE	
PUBLIC WORKS	Meter Check Service Fee – After Hours/Holidays	150.00 (Hourly)	150.00 (Hourly)	NO CHANGE	
PUBLIC WORKS	Public Works Engineer - Hourly Rate	\$85-\$90	\$85-\$90	NO CHANGE	
PUBLIC WORKS	Water Shut Off/Turn On After Hours/Holidays	\$ 150.00	\$ 150.00	NO CHANGE	
PUBLIC WORKS	Backflow Device Inspection Fee	75.00 (Hourly)	75.00 (Hourly)	NO CHANGE	
PUBLIC WORKS	Right of Way Construction Permit	\$ 150.00	\$ 150.00	NO CHANGE	
PUBLIC WORKS	Road Cut Permit Annual	\$ 300.00	\$ 300.00	NO CHANGE	
PUBLIC WORKS	Road Cut Permit One Time	\$ 100.00	\$ 100.00	NO CHANGE	
PUBLIC WORKS	Water Shut Off/Turn On	\$ 75.00	\$ 75.00	NO CHANGE	
PUBLIC WORKS	Non-Operational Meter	\$100/month	\$100/month	NO CHANGE	
PUBLIC WORKS	Yard Waste Fee (per month)	\$ 2.00	\$ 2.00	NO CHANGE	
PUBLIC WORKS	Water Fill Station (Base Fee)	\$ 50.00	\$ 50.00	NO CHANGE	
PUBLIC WORKS	Water Fill Station Usage Rate	Current "Out of Town Non-Residential Commercial & Mixed Use base fee (per unit)" Schedule within Utility Fees	Current "Out of Town Non-Residential Commercial & Mixed Use base fee (per unit)" Schedule within Utility Fees	NO CHANGE	
PUBLIC WORKS	Excavation Permit One Time	\$ 50.00	\$ 50.00	NO CHANGE	
PUBLIC WORKS	Excavation Permit Annual	\$ 150.00	\$ 150.00	NO CHANGE	
PUBLIC WORKS	Backflow Assembly Test	\$ 400.00	\$ 400.00	NO CHANGE	
PUBLIC WORKS	Backflow Assembly - Not Compliant	\$400 / month	\$400 / month	NO CHANGE	
PUBLIC WORKS	Hydrant Meter Base Fee (pre-approved projects)	NA	\$ 100.00	NEW FEE	This will give Engineering and Water a clearer option of allowing hydrant meters for large stationary projects where they make sense. This would be for projects like Hockett Gulch, Haymeadow, the County's geothermal, and E3rd st/Adam's way. Comparisons (Boulder = \$3600 per meter; refundable, Denver = \$12.16 per 1k gal/\$435 12 mo permit/\$170 1 mo permit, Left Hand Canyon = \$10 per 1k gal/\$50 admin fee/\$1500 deposit/\$5 per day rental)
PUBLIC WORKS	Hydrant Flow Test	NA	\$80	NEW FEE	Recover some costs from fire flow tests and fire system flushing. Comparisons (Left Hand Canyon = \$80 minimum)
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Public Works Employee Labor - Not For Public	\$38/Hour	\$38/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Tandem Dump Truck -Not For Public	\$70/Hour	\$70/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Backhoe -Not For Public	\$50/Hour	\$50/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Tool Cat -Not For Public	\$50/Hour	\$50/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Loader -Not For Public	\$60/Hour	\$60/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Street Sweeper -Not For Public	\$120/Hour	\$120/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Skid Steer -Not For Public	\$50/Hour	\$50/Hour	NO CHANGE	

PUBLIC WORKS DEPARTMENT

FEE TYPE	FEE TITLE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Motor Grader -Not For Public	\$65/Hour	\$65/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Lift Truck -Not For Public	\$115/Hour	\$115/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Boom Mower Tractor/Mowing -Not For Public	\$50/Hour	\$50/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	ATV -Not For Public	\$13.20/Hour	\$13.20/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Flushing Trailer/Flushing Skid -Not For Public	\$90/Hour	\$90/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Pickup Truck/4x4 Vehicle -Not For Public	\$20.80/Hour	\$20.80/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Water Pump/Trash Pump -Not For Public	\$27.10/Hour	\$27.10/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Chainsaw + Employee Rate -Not For Public	\$3.45 + \$38/Hour	\$3.45 + \$38/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Demo Saw + Employee Rate -Not For Public	\$7.20 + \$38/Hour	\$7.20 + \$38/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Air Compressor -Not For Public	\$104/Day	\$104/Day	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Traffic Cones -Not For Public	\$1.25/Cone	\$1.25/Cone	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Type 2 barricades -Not For Public	\$2.00/Barricade	\$2.00/Barricade	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Type 3 barricades -Not For Public	\$2.75/Barricade	\$2.75/Barricade	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Traffic Barrels -Not For Public	\$2.50/Barrel	\$2.50/Barrel	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Additional signage -Not For Public	\$1.50 /Sign	\$1.50 /Sign	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Variable Message Sign -Not For Public	\$220/Day	\$220/Day	NO CHANGE	
WATER METER FEES	Water Meter Fees - 1" Service	\$ 990.00	\$ 990.00	NO CHANGE	
WATER METER FEES	Water Meter Fees - ¾" Service	\$ 960.00	\$ 960.00	NO CHANGE	
WATER METER FEES	Water Meter Fees - 2" Service	\$ 1,766.00	\$ 1,766.00	NO CHANGE	
WATER METER FEES	Water Meter Fees - Greater than 2" Service	Meter and all items associated with insallation of meters larger than 2" - actual cost x 2	Meter and all items associated with insallation of meters larger than 2" - actual cost x 2	NO CHANGE	

COURT FEES

FEE TYPE	FEE TITLE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
COURT	Court Cost	\$ 30	\$ 30	NO CHANGE	
COURT	Surcharge - Criminal Violation	\$ 20	\$ 20	NO CHANGE	
COURT	Surcharge - Traffic Code Violation	\$ 10	\$ 10	NO CHANGE	
COURT	Jury Demand Fee	\$ 25	\$ 25	NO CHANGE	
COURT	Witness Fee	\$ 5/day	\$ 5/day	NO CHANGE	
COURT	Juror Fee-Engaged on Jury	\$6/day	\$6/day	NO CHANGE	
COURT	Juror Fee-Attendance on Panel	\$3/day	\$3/day	NO CHANGE	
COURT	Mileage Fees (witnesses and jurors)	\$0.15/mile	\$0.15/mile	NO CHANGE	
COURT	Deferred Judgement Fee	\$ 75	\$ 75	NO CHANGE	
COURT	Deferred Prosecution Fee	\$ 40	\$ 40	NO CHANGE	
COURT	Insurance Dismissal Fee	\$ 10	\$ 10	NO CHANGE	
COURT	Bench Warrant Fee	\$ 50	\$ 50	NO CHANGE	
COURT	Incarceration Fee	Amount equal to sum charged to the Town by the County for incarceration	Amount equal to sum charged to the Town by the County for incarceration	NO CHANGE	
COURT	Charitable Contribution	\$ 5	\$ 5	NO CHANGE	
COURT	Collections Administration Fee	\$ 50	\$ 50	NO CHANGE	
COURT	Stay of Execution Fee	\$ 25	\$ 25	NO CHANGE	
COURT	Non-Resident Violator Compliance Fee	\$ 30	\$ 30	NO CHANGE	
COURT	Outstanding Judgment Warrant Fee	\$ 30	\$ 30	NO CHANGE	
COURT	Record Sealing Fee	\$ 65	\$ 65	NO CHANGE	
COURT	Notice of Appeal	\$200.00 deposit + actual cost of transcription	\$200.00 deposit + actual cost of transcription	NO CHANGE	
COURT	Transcript Copies for Appeals	\$0.50 per page	\$0.50 per page	NO CHANGE	

POLICE DEPARTMENT

FEE TYPE	FEE TITLE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
POLICE DEPARTMENT	Abandoned Vehicle Administration Fee	\$ 100.00	\$ 100.00	NO CHANGE	
POLICE DEPARTMENT	Nuisance Alarm Fee	\$ 150.00	\$ 150.00	NO CHANGE	
POLICE DEPARTMENT	Initial Sex Offender Registration	\$ 75.00	\$ 75.00	NO CHANGE	
POLICE DEPARTMENT	Sex Offender Annual Registration	\$ 25.00	\$ 25.00	NO CHANGE	
POLICE DEPARTMENT	Sex Offender Information Update	\$ -	\$ -	NO CHANGE	
POLICE DEPARTMENT	Sex Offender Quarterly Registration	\$ 25.00	\$ 25.00	NO CHANGE	
POLICE DEPARTMENT	Police Report Digital Evidence Disc Fee	\$ 5.00	\$ 5.00	NO CHANGE	
POLICE DEPARTMENT	Police Report Digital Evidence Flash Drive	8GB-\$5.00 per flash drive 32GB-\$8.00 per flash drive 1TB-\$85.00 per flash drive	8GB-\$5.00 per flash drive 32GB-\$8.00 per flash drive 1TB-\$85.00 per flash drive	NO CHANGE	
POLICE DEPARTMENT	Police Report Fee	\$0.25 per page	\$0.25 per page	NO CHANGE	
POLICE DEPARTMENT	Police Report Research Fee (per hour, first hour free)	\$41.37 / hour	\$41.37 / hour	NO CHANGE	
POLICE DEPARTMENT	Sex Offender De- Registration	\$ -	\$ -	NO CHANGE	
POLICE DEPARTMENT	Video Editing / Redaction / Research Fee	\$41.37 / hour	\$41.37 / hour	NO CHANGE	
POLICE DEPARTMENT	Extra Duty Officer Fee	Officer Rate: \$110/hr Officer Pay: \$98/hr Code Enforcement Officer Rate: \$80/hr Code Enforcement Officer Pay: \$71.50/hr Supervisor: \$135/hr Supervisor Pay: \$120/hr (Supervisor rate only charged if the size of the event requires a supervisor)	Officer Rate: \$110/hr Officer Pay: \$98/hr Code Enforcement Officer Rate: \$80/hr Code Enforcement Officer Pay: \$71.50/hr Supervisor: \$135/hr Supervisor Pay: \$120/hr (Supervisor rate only charged if the size of the event requires a supervisor)	NO CHANGE	
POLICE DEPARTMENT	Certified VIN Inspection	NA	\$ 54.00	NEW FEE	This is a community service that Eagle PD can provide to the public. CSP is the only other provider, and frequently cannot provide this service as a result of lack of availability and schedule conflicts. EPD fields a request for this service routinely. We have employee's that are currently trained and certified to complete this task. There is no anticipated associated cost with this service other than the fee to the customer. Comparisons (CO State Patrol = \$54, Glenwood Springs PD = \$54, Broomfield PD = \$53)

UTILITY FEES

FEE TYPE	FEE TITLE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
REFUSE FEE	Residential monthly charges rubbish removal, recycling, and composting base fee	\$ 42.54	\$ 43.44	FEE CHANGE	Proposed increase of 2.1%. This is in accordance with the Town's agreement with Vail Honeywagon. Annual increase should be the lower of CPI or 5%. Current Denver-Aurora-Lakewood area CPI for July 2024 = 2.1%.
REFUSE FEE	Additional trashcan fee per month	\$ 25.48	\$ 26.01	FEE CHANGE	
REFUSE FEE	Additional single stream recycle can fee per month	\$ 10.19	\$ 10.40	FEE CHANGE	
REFUSE FEE	Return Trip Fee: Missed collection due to account holder error	\$ 25.00	\$ 25.00	NO CHANGE	
REFUSE FEE	Extra Trash Charges: Furniture - couch, sofa, twin or single box springs/mattresses	\$ 15.00	\$ 15.00	NO CHANGE	
REFUSE FEE	Extra Trash Charges: Furniture - per king/queen mattress or box springs	\$ 20.00	\$ 20.00	NO CHANGE	
REFUSE FEE	Extra Trash Charges: Appliances - stove, oven, wash	\$ 15.00	\$ 15.00	NO CHANGE	
REFUSE FEE	Extra Trash Charges: Appliances - hot water heater	\$ 30.00	\$ 30.00	NO CHANGE	
REFUSE FEE	Extra Trash Charges: Carpet: per cubic yard	\$ 18.00	\$ 18.00	NO CHANGE	
REFUSE FEE	Extra Trash Charges: Construction Materials - per cubic yard	\$ 18.00	\$ 18.00	NO CHANGE	
REFUSE FEE	Extra Trash Charges: Tires (each)	\$ 7.00	\$ 7.00	NO CHANGE	
REFUSE FEE	Trash Can - New	\$ 90.00	\$ 90.00	NO CHANGE	
REFUSE FEE	Trash Can - Used	\$ 50.00	\$ 50.00	NO CHANGE	
REFUSE FEE	Recycle Container	\$ 20.00	\$ 20.00	NO CHANGE	
REFUSE FEE	Yardwaste Fee	\$ 2.00	\$ 2.00	NO CHANGE	
REFUSE FEE	Administrative Fee for Refuse Billing	\$ 1.45	\$ 1.45	NO CHANGE	
STORMWATER MANAGEMENT FEE	Residential Monthly Fee	\$ 3.00	\$ 4.50	FEE CHANGE	Staff recommends increasing the Town's stormwater fees by 50%, adjusting the monthly rates from \$3 to \$4.50 per residential unit and from \$6 to \$9 per commercial unit. This equates to an additional \$18 annually for residential households and \$36 annually for commercial businesses. The proposed increase is necessary to help fund upcoming capital projects, including improvements on Capitol Street (planned for 2026) and the Grand Avenue project. The Stormwater Enterprise Fund was established in 2020, with fee collection beginning in January 2021. Initial rates were intentionally set low, as a formal rate study had not yet been completed. Since then, fees have remained flat. See next line for comparisons: Without an adjustment, the Stormwater Fund will not have sufficient capacity to cover planned projects, and projections show the fund balance turning negative by 2027 once the Grand Avenue project begins. Staff reviewed alternative fee scenarios, including a larger rate increase to fully fund identified projects. However, this approach would eventually over-collect revenue relative to our future project projections. Instead, staff recommends a modest increase in conjunction with issuing debt when the Grand Avenue project moves forward. This balanced approach maintains affordability for residents and businesses while ensuring long-term financial sustainability of the stormwater system.

UTILITY FEES

FEE TYPE	FEE TITLE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
STORMWATER MANAGEMENT FEE	Commercial Monthly Fee	\$ 6.00	\$ 9.00	FEE CHANGE	Residential (Silverthorne = \$7.21, Colorado Springs = \$8.00, Lyons = \$10.00, Wellington (Town) = \$5.00, Wellington (Stormwater Authority) = \$6.33, Lakewood = \$4.99, Longmont = \$18.85) Commercial (Silverthorne = \$6.01-\$120.12 (Based on impervious area), Colorado Springs = \$45.00/acre, Lyons = \$10.00, Wellington (Town) = \$9.25, Wellington (Stormwater Authority) = \$6.33-\$110 (Based on impervious area), Lakewood = \$4.99/2250 sq ft impervious area, Longmont = \$18.85/20,000 sq ft surface area)
WASTE WATER FUND FEE	Residential/Commercial/Mixed Use/Government/Schools - Monthly Sewer Service (per unit)	\$ 69.51	\$ 71.60	FEE CHANGE	3% ongoing annual increase per the 2021 rate study
WATER FUND FEE	Rate Class Monthly Base Fees & Usage Block (gal) Charge per 1,000 gal		\$ -		3% ongoing annual increase per water rate model approved in 2018 for base and tier usage rates. No increase for surcharge rates per rate model.
WATER FUND FEE	Residential without accessory dwelling unit base fee	\$ 42.14	\$ 43.40	FEE CHANGE	
WATER FUND FEE	0-6,000	\$ 3.59	\$ 3.69	FEE CHANGE	
WATER FUND FEE	6,001-17,000	\$ 7.90	\$ 8.14	FEE CHANGE	
WATER FUND FEE	17,001-28,000	\$ 11.85	\$ 12.21	FEE CHANGE	
WATER FUND FEE	28,000 +	\$ 17.77	\$ 18.30	FEE CHANGE	
WATER FUND FEE	Residential with accessory dwelling unit base fee	\$ 52.86	\$ 54.45	FEE CHANGE	
WATER FUND FEE	0-8,000	\$ 3.59	\$ 3.69	FEE CHANGE	
WATER FUND FEE	8,001-17,000	\$ 7.90	\$ 8.14	FEE CHANGE	
WATER FUND FEE	17,001-28,000	\$ 11.85	\$ 12.21	FEE CHANGE	
WATER FUND FEE	28,000 +	\$ 17.77	\$ 18.30	FEE CHANGE	
WATER FUND FEE	Non-Residential Commercial & Mixed Use Base Fee (per unit)	\$ 42.14	\$ 43.40	FEE CHANGE	
WATER FUND FEE	0-6,000	\$ 3.59	\$ 3.69	FEE CHANGE	
WATER FUND FEE	6,000 +	\$ 7.90	\$ 8.14	FEE CHANGE	
WATER FUND FEE	Non-Residential Government, Schools & Churches base fee (per unit)	\$ 42.14	\$ 43.40	FEE CHANGE	
WATER FUND FEE	0-6,000	\$ 3.59	\$ 3.69	FEE CHANGE	
WATER FUND FEE	6,000 +	\$ 7.90	\$ 8.14	FEE CHANGE	
WATER FUND FEE	Residential/ Non- Residential Compound Meter High Side base fee (per unit)		\$ -		
WATER FUND FEE	All Usage	\$ 7.90	\$ 8.14	FEE CHANGE	
WATER FUND FEE	Out of Town Residential without accessory dwelling unit base fee	\$ 63.22	\$ 65.12	FEE CHANGE	
WATER FUND FEE	0-6,000	\$ 5.38	\$ 5.54	FEE CHANGE	
WATER FUND FEE	6,001-17,000	\$ 11.81	\$ 12.16	FEE CHANGE	
WATER FUND FEE	17,001-28,000	\$ 17.73	\$ 18.26	FEE CHANGE	
WATER FUND FEE	28,000 +	\$ 26.56	\$ 27.36	FEE CHANGE	
WATER FUND FEE	Out of Town Residential with accessory dwelling unit base fee	\$ 79.34	\$ 81.73	FEE CHANGE	
WATER FUND FEE	0-8,000	\$ 5.38	\$ 5.54	FEE CHANGE	
WATER FUND FEE	8,001-17,000	\$ 11.81	\$ 12.16	FEE CHANGE	
WATER FUND FEE	17,001-28,000	\$ 17.73	\$ 18.26	FEE CHANGE	
WATER FUND FEE	28,000 +	\$ 26.56	\$ 27.36	FEE CHANGE	

UTILITY FEES

FEE TYPE	FEE TITLE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
WATER FUND FEE	Out of Town Non-Residential Commercial & Mixed	\$ 63.22	\$ 65.12	FEE CHANGE	3% ongoing annual increase per water rate model
WATER FUND FEE	0-6,000	\$ 5.38	\$ 5.54	FEE CHANGE	
WATER FUND FEE	6,000 +	\$ 11.81	\$ 12.16	FEE CHANGE	
WATER FUND FEE	Non-Residential Government, Schools & Churches base fee (per unit)	\$ 63.22	\$ 65.12	FEE CHANGE	
WATER FUND FEE	0-6,000	\$ 5.38	\$ 5.54	FEE CHANGE	
WATER FUND FEE	6,000 +	\$ 11.81	\$ 12.16	FEE CHANGE	
WATER FUND FEE	Residential/ Non- Residential Compound Meter High Side base fee(per unit)		\$ -		
WATER FUND FEE	All Usage	\$ 11.81	\$ 12.16	FEE CHANGE	
WATER FUND FEE	Surcharge Residential (per unit)			NO CHANGE	
WATER FUND FEE	Low Usage - (0 - 4,000 gallons)	\$ 8.15	\$ 8.15	NO CHANGE	
WATER FUND FEE	Average Usage - (4,000 - 14,000)	\$ 12.50	\$ 12.50	NO CHANGE	
WATER FUND FEE	High Usage - (14,000 +)	\$ 17.00	\$ 17.00	NO CHANGE	
WATER FUND FEE	Surcharge Non-Residential (per unit)			NO CHANGE	
WATER FUND FEE	Low Usage - (0 - 4,000 gallons)	\$ 8.15	\$ 8.15	NO CHANGE	
WATER FUND FEE	Average Usage - (4,000 - 46,000)	\$ 12.50	\$ 12.50	NO CHANGE	
WATER FUND FEE	High Usage - (46,000 +)	\$ 17.00	\$ 17.00	NO CHANGE	
WATER FUND FEE	Utility Payment Late Fee (Water/Sewer/Trash)	\$ 5.00	\$ 5.00	NO CHANGE	

BROADBAND FEES

FEE TYPE	FEE TITLE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
BROADBAND FEE	1 Gbps (subject to capacity availability)	\$ 875.00	\$ 875.00	NO CHANGE	
BROADBAND FEE	5 Gbps (subject to capacity availability)	\$ 3,125.00	\$ 3,125.00	NO CHANGE	
BROADBAND FEE	10 Gbps (subject to capacity availability)	\$ 5,000.00	\$ 5,000.00	NO CHANGE	
BROADBAND FEE	Port fee (monthly recurring charge)	\$ 250.00	\$ 250.00	NO CHANGE	
BROADBAND FEE	Additional port (each)	\$ 500.00	\$ 500.00	NO CHANGE	
BROADBAND FEE	Setup fee (one time)	\$ 2,500.00	\$ 2,500.00	NO CHANGE	
BROADBAND FEE	Quarter rack colocation space	\$ 1,000.00	\$ 1,000.00	NO CHANGE	
BROADBAND FEE	Setup fee (one time)	\$ 2,500.00	\$ 2,500.00	NO CHANGE	
BROADBAND FEE	650 Mbps Internet only (subject to capacity availability)	\$ 99.95	\$ 99.95	NO CHANGE	
BROADBAND FEE	650 Mbps Business (subject to capacity availability)	\$ 299.95	\$ 299.95	NO CHANGE	
BROADBAND FEE	up to 10 Gbps (subject to capacity availability)	TBD upon Building Audit	TBD upon Building Audit	NO CHANGE	
BROADBAND FEE	650 Mbps (subject to capacity availability) - In Town	\$ 69.95	\$ 69.95	NO CHANGE	
BROADBAND FEE	650 Mbps (subject to capacity availability) - Out of Town	\$ 89.95	\$ 89.95	NO CHANGE	
BROADBAND FEE	Installation Fees			NO CHANGE	
BROADBAND FEE	Standard Installation	\$ 179.00	\$ 179.00	NO CHANGE	
BROADBAND FEE	Transport Only to 910Telecom (monthly recurring charge)				
BROADBAND FEE	Quarter rack colocation space			NO CHANGE	
BROADBAND FEE	Business Internet Service (monthly recurring charge)			NO CHANGE	
BROADBAND FEE	Residential Internet Service (monthly recurring charge)			NO CHANGE	

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 73
(Series of 2025)

A RESOLUTION REAPPROPRIATING FUNDS TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW FOR THE TOWN OF EAGLE, COLORADO FOR THE 2025 BUDGET YEAR.

WHEREAS, the Town Council of the Town of Eagle has previously adopted the 2025 budget;

WHEREAS, the Town Council reviewed and revised estimated revenues and expenditures for all funds of 2025;

WHEREAS, the Town Council finds it necessary to amend the 2025 budget to more accurately reflect the revenues and expenditures for 2025; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to revenues or planned to be expended from fund balances so that the budget remains in balance as required by law.

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

Section 1. There be and hereby is appropriated out of the revenues of the Town of Eagle, Colorado for the fiscal year 2025 beginning January 1, 2025 and ending December 31, 2025, the sum of \$49,726,177 to be raised by taxation and otherwise, which sum is hereby divided and appropriated for the following purposes:

GENERAL FUND

Operating Expenditures	12,706,309
Transfer to Other Funds	<u>1,597,500</u>
TOTAL GENERAL FUND	<u>14,303,809</u>

CAPITAL IMPROVEMENTS FUND

Capital Expenditures	5,699,892
Transfer to Other Funds	<u>-</u>
TOTAL CAPITAL IMPROVEMENTS FUND	<u>5,699,892</u>

SALES TAX CAPITAL IMPROVEMENT FUND

Operating Expenditures	74,000
Capital Expenditures	7,888,120
Debt Service	938,911
Transfer to Other Funds	<u>250,000</u>
TOTAL SALES TAX CAPITAL IMPROVEMENT FUND	<u>9,151,031</u>

CONSERVATION TRUST FUND	
Operating Expenditures	-
Capital Expenditures	110,000
Transfer to Other Funds	-
TOTAL CONSERVATION TRUST FUND	<u>110,000</u>
DISPOSABLE BAGE FEE FUND	
Operating Expenditures	4,018
Transfer to Other Funds	6,458
TOTAL DISPOSABLE BAGE FEE FUND	<u>10,476</u>
EXTERIOR ENERGY OFFSET FUND	
Operating Expenditures	29,000
Transfer to Other Funds	-
TOTAL EXTERIOR ENERGY OFFSET FUND	<u>29,000</u>
OPEN SPACE PRESERVATION FUND	
Operating Expenditures	230,731
Capital Expenditures	190,812
Transfer to Other Funds	16,782
TOTAL OPEN SPACE PRESERVATION FUND	<u>438,325</u>
DOWNTOWN DEVELOPMENT AUTHORITY FUND	
Operating Expenditures	120,925
Transfer to Other Funds	-
TOTAL DOWNTOWN DEVELOPMENT AUTHORITY FUND	<u>120,925</u>
WASTE WATER FUND	
Operating Expenditures	1,944,898
Capital Expenditures	2,148,121
Debt Service	973,708
Transfer to Other Funds	49,426
TOTAL WASTE WATER FUND	<u>5,116,153</u>
WATER FUND	
Operating Expenditures	2,425,275
Capital Expenditures	9,940,236
Debt Service	990,572
Transfer to Other Funds	69,632
TOTAL WATER FUND	<u>13,425,715</u>
REFUSE FUND	
Operating Expenditures	1,024,613
Capital Expenditures	32,000
Transfer to Other Funds	14,000
TOTAL REFUSE FUND	<u>1,070,613</u>

STORMWATER FUND	
Operating Expenditures	39,157
Capital Expenditures	-
Transfer to Other Funds	-
TOTAL STORMWATER FUND	<u>39,157</u>
 BROADBAND FUND	
Operating Expenditures	208,248
Capital Expenditures	-
Debt Service	-
Transfer to Other Funds	2,833
TOTAL BROADBAND FUND	<u>211,081</u>
 GRAND TOTAL ALL FUNDS	<u><u>49,726,177</u></u>

INTRODUCED, READ, PASSED, AND ADOPTED ON NOVEMBER 12, 2025.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Melissa Darun, Assistant Town Manager

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 74
(Series of 2025)

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE TOWN OF EAGLE, COLORADO FOR THE CALENDAR YEAR BEGINNING ON THE 1ST DAY OF JANUARY 2026, AND ENDING ON THE LAST DAY OF DECEMBER 2026.

WHEREAS, The Town Council of the Town of Eagle has appointed the Town Manager to prepare and submit a proposed budget to said governing body at the proper time;

WHEREAS, Larry Pardee, Town Manager, has submitted a proposed budget to the Town Council on November 12, for its consideration;

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was opened for inspection by the public at a designated place, a public hearing was held on October 14, October 28, and November 12, 2025 and interested taxpayers were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, whatever increase may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law;

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

SECTION 1. That estimated expenditures for each fund are as follows:

GENERAL FUND	15,636,116
CAPITAL IMPROVEMENTS FUND	7,428,840
SALES TAX CAPITAL IMPROVEMENTS FUND	2,117,101
CONSERVATION TRUST FUND	-
DISPOSABLE BAG FEE FUND	17,500
EXTERIOR ENERGY OFFSET FUND	20,000
OPEN SPACE PRESERVATION FUND	538,106
DOWNTOWN DEVELOPMENT AUTHORITY FUND	49,238
WASTE WATER FUND	12,950,270
WATER FUND	6,865,264
REFUSE FUND	1,060,137
STORMWATER FUND	289,173
BROADBAND FUND	396,687
TOTAL ALL FUNDS	<u>47,368,432</u>

SECTION 2. That estimated revenues for each fund are as follows:

GENERAL FUND	
Non Property Tax	12,713,339
Property Tax	612,000
GENERAL FUND TOTAL	<u>13,325,339</u>
 CAPITAL IMPROVMENTS FUND	
Non Property Tax	5,236,500
Property Tax	-
CAPITAL IMPROVEMENTS FUND TOTAL	<u>5,236,500</u>
 SALES TAX CAPITAL IMPROVMENTS FUND	
Non Property Tax	1,461,081
Property Tax	-
SALES TAX CAPITAL IMPROVEMENTS FUND TOTAL	<u>1,461,081</u>
 CONSERVATION TRUST FUND	
Non Property Tax	54,000
Property Tax	-
CONSERVATION TRUST FUND TOTAL	<u>54,000</u>
 DISPOSABLE BAGE FEE FUND	
Non Property Tax	8,000
Property Tax	-
DISPOSABLE BAGE FEE FUND TOTAL	<u>8,000</u>
 EXTERIOR ENERGY OFFSET FUND	
Non Property Tax	-
Property Tax	-
EXTERIOR ENERGY OFFSET FUND TOTAL	<u>-</u>
 OPEN SPACE PRESERVATION FUND	
Non Property Tax	423,300
Property Tax	-
OPEN SPACE PRESERVATION FUND TOTAL	<u>423,300</u>
 DOWNTOWN DEVELOPMENT AUTHORITY FUND	
Non Property Tax	2,500
Property Tax	25,000
DOWNTOWN DEVELOPMENT AUTHORITY FUND	<u>27,500</u>

WASTE WATER FUND	
Non Property Tax	4,519,000
Property Tax	-
WASTE WATER FUND TOTAL	<u>4,519,000</u>
WATER FUND	
Non Property Tax	6,739,593
Property Tax	-
WATER FUND TOTAL	<u>6,739,593</u>
REFUSE FUND	
Non Property Tax	1,082,600
Property Tax	-
REFUSE FUND TOTAL	<u>1,082,600</u>
STORMWATER FUND	
Non Property Tax	154,050
Property Tax	-
STORMWATER FUND TOTAL	<u>154,050</u>
BROADBAND FUND	
Non Property Tax	462,260
Property Tax	-
BROADBAND FUND TOTAL	<u>462,260</u>
TOTAL ALL FUNDS	<u>33,493,223</u>

INTRODUCED, READ, PASSED, AND ADOPTED ON NOVEMBER 12, 2025.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Melissa Daruna, Assistant Town Manager

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 75
(Series of 2025)

A RESOLUTION APPROPRIATING FUNDS TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW FOR THE TOWN OF EAGLE, COLORADO, FOR THE 2026 BUDGET YEAR.

WHEREAS, the Town Council of the Town of Eagle has adopted the 2026 budget in accordance with Local Government Budget Law, on November 12, 2025;

WHEREAS, the Town Council has made provision therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues and reserves or fund balances provided in the budget to and for the purposes described below, thereby establishing a limitation on expenditures for the operations of the Town of Eagle.

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

Section 1. There be and hereby is appropriated out of the revenues of the Town of Eagle, Colorado for the fiscal year 2026 beginning January 1, 2026 and ending December 31, 2026, the sum of \$47,368,432 to be raised by taxation and otherwise, which sum is hereby divided and appropriated for the following purposes:

GENERAL FUND	
Operating Expenditures	13,536,116
Transfer to Other Funds	2,100,000
TOTAL GENERAL FUND	15,636,116
CAPITAL IMPROVEMENTS FUND	
Capital Expenditures	7,428,840
Transfer to Other Funds	-
TOTAL CAPITAL IMPROVEMENTS FUND	7,428,840
SALES TAX CAPITAL IMPROVEMENT FUND	
Operating Expenditures	79,000
Capital Expenditures	770,000
Debt Service	1,018,101
Transfer to Other Funds	250,000
TOTAL SALES TAX CAPITAL IMPROVEMENT FUND	2,117,101

CONSERVATION TRUST FUND	
Operating Expenditures	-
Capital Expenditures	-
Transfer to Other Funds	-
TOTAL CONSERVATION TRUST FUND	-
DISPOSABLE BAGE FEE FUND	
Operating Expenditures	17,500
Transfer to Other Funds	-
TOTAL DISPOSABLE BAGE FEE FUND	17,500
EXTERIOR ENERGY OFFSET FUND	
Operating Expenditures	20,000
Transfer to Other Funds	-
TOTAL EXTERIOR ENERGY OFFSET FUND	20,000
OPEN SPACE PRESERVATION FUND	
Operating Expenditures	309,318
Capital Expenditures	220,256
Transfer to Other Funds	8,532
TOTAL OPEN SPACE PRESERVATION FUND	538,106
DOWNTOWN DEVELOPMENT AUTHORITY FUND	
Operating Expenditures	49,238
Transfer to Other Funds	-
TOTAL DOWNTOWN DEVELOPMENT AUTHORITY FUND	49,238
WASTE WATER FUND	
Operating Expenditures	2,084,297
Capital Expenditures	9,851,000
Debt Service	969,470
Transfer to Other Funds	45,503
TOTAL WASTE WATER FUND	12,950,270
WATER FUND	
Operating Expenditures	2,708,786
Capital Expenditures	2,972,500
Debt Service	990,723
Transfer to Other Funds	193,255
TOTAL WATER FUND	6,865,264
REFUSE FUND	
Operating Expenditures	1,046,137
Capital Expenditures	-
Transfer to Other Funds	14,000
TOTAL REFUSE FUND	1,060,137

STORMWATER FUND	
Operating Expenditures	39,173
Capital Expenditures	250,000
Transfer to Other Funds	-
TOTAL STORMWATER FUND	<u>289,173</u>
 BROADBAND FUND	
Operating Expenditures	342,955
Capital Expenditures	-
Debt Service	-
Transfer to Other Funds	53,732
TOTAL BROADBAND FUND	<u>396,687</u>
 GRAND TOTAL ALL FUNDS	<u><u>47,368,432</u></u>

INTRODUCED, READ, PASSED, AND ADOPTED ON NOVEMBER 12, 2025.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Melissa Daruna, Assistant Town Manager

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 76
(Series of 2025)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
ADOPTING A FEE SCHEDULE EFFECTIVE ON THE 1ST DAY OF JANUARY 2026,
PURSUANT TO 2.34 OF THE EAGLE MUNICIPAL CODE

WHEREAS, Section 2.34.010 of the Eagle Municipal Code provides that the Town Council shall adopt a fee schedule by resolution to establish fees for services provided to members of the general public; and

WHEREAS, it is necessary to ensure that fees charged by the Town of Eagle are reasonable, transparent, and sustainable to support the continued provision of quality services; and

WHEREAS, the Town Council desires to amend certain of those fees and to adopt a new schedule;

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

Section 1. The fees set forth on the fee schedule attached hereto as **Exhibit A** are hereby fixed and imposed for the various purposes set forth for them in said Exhibit A, effective January 1, 2026.

INTRODUCED, READ, PASSED, AND ADOPTED ON NOVEMBER 12, 2025.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Melissa Daruna, Assistant Town Manager



To: Mayor and Town Council

From:

Date: November 12, 2025

Agenda Item: First Reading: Ordinance 16, Series 2025, An Ordinance of the Town of Eagle, Colorado, Granting a Franchise to Holy Cross Energy, Its Successors and Assigns, to Locate, Build, Install, Construct, Acquire, Purchase, Extend, Maintain, Repair, and Operate Into, Within and Through the Town of Eagle, All Necessary and Convenient Facilities for the Purchase, Generation, Transmission and Distribution of Electrical Energy, and to Furnish, Sell, and Distribute Said Electrical Energy to the Residents of the Town of Eagle for Light, Heat, Power and Other Purposes by Means of Conduits, Cables, Poles and Wires Strung Thereon, or Otherwise On, Over, Under, Along, Across, and Through All Public Easements and All Streets and Other Public Ways In Said Town of Eagle, Eagle County, Colorado and Fixing the Terms and Conditions Thereof

REQUEST:

BACKGROUND:

ANALYSIS:

COMMUNITY INPUT:

BUDGET / STAFF IMPACT:

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

RECOMMENDED ACTION OR PROPOSED MOTION:

ATTACHMENTS:

1. Eagle 2025 Franchise Agreement with HCE Edits

TOWN OF EAGLE
ORDINANCE NO. 15
(Series of 2025)

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO, GRANTING A FRANCHISE TO HOLY CROSS ENERGY, ITS SUCCESSORS AND ASSIGNS, TO LOCATE, BUILD, INSTALL, CONSTRUCT, ACQUIRE, PURCHASE, EXTEND, MAINTAIN, REPAIR AND OPERATE INTO, WITHIN AND THROUGH THE TOWN OF EAGLE, ALL NECESSARY AND CONVENIENT FACILITIES FOR THE PURCHASE, GENERATION, TRANSMISSION AND DISTRIBUTION OF ELECTRICAL ENERGY, AND TO FURNISH, SELL AND DISTRIBUTE SAID ELECTRICAL ENERGY TO THE RESIDENTS OF THE TOWN OF EAGLE FOR LIGHT, HEAT, POWER AND OTHER PURPOSES BY MEANS OF CONDUITS, CABLES, POLES AND WIRES STRUNG THEREON, OR OTHERWISE ON, OVER, UNDER, ALONG, ACROSS AND THROUGH ALL PUBLIC EASEMENTS AND ALL STREETS AND OTHER PUBLIC WAYS IN SAID TOWN OF EAGLE, EAGLE COUNTY, COLORADO, AND FIXING THE TERMS AND CONDITIONS THEREOF.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO:

ARTICLE 1
SHORT TITLE

- 1.1 This Ordinance shall be known and may be cited as the "Holy Cross Energy Franchise Ordinance."

ARTICLE 2
DEFINITIONS

For the purpose of this Ordinance, the following terms shall have the meaning given herein:

- 2.1 "Town" is the Town of Eagle, Eagle County, Colorado, the municipal corporation as is now constituted or as the same may be enlarged or expanded from time to time through annexation.
- 2.2 "Company" refers to Holy Cross Energy, a Colorado corporation, its successors and assigns.
- 2.3 "Board" refers to the legislative body of the Town, known as the Town Board of Trustees of the Town of Eagle, Colorado.
- 2.4 "Facilities" refers to all overhead and underground electric facilities, buildings and structures owned by the Company which are necessary to provide electricity into, within and through the Town of Eagle including, but not limited to, such essential apparatus, appliances, plants, systems, substations, works, transmission and distribution lines, structures, anchors, cabinets, cables, conduits, guy posts, guy wires, meters, microwave, communication facilities, overhead and underground lines, pedestals, poles, regulators, sectionalizers, switchgears, transformers, various pad mounted and pole mounted equipment, vaults, wires and all other

- related electrical equipment required for the distribution, generation, maintenance, operation, purchase and transmission of electrical energy.
- 2.5 "Public Easements" refers to easements created by general dedication and available for use by any public utility for its facilities. This term also includes all easements for utility use which are dedicated to the Town in accordance with Section 4.13.075 of the Town's Municipal Code.
- 2.6 "Private Easements" refers to easements created by deed, specific dedication to specific grantees or acquired by the Company by prescriptive right and available only for use by the Company for its Facilities, or by the Company and other users or utilities specifically named as grantees in the deed of dedication or which have also acquired the easement by prescriptive right.
- 2.7 "Residents" refers to and includes all persons, businesses, industry, governmental agencies and any other entity whatsoever, presently maintaining a residence, business, farm, ranch or other enterprise located within, in whole or in part, the boundaries of the Town.
- 2.8 "Revenues", unless otherwise specified, refers to and are the gross amounts of money that the Company receives from its customers within the Town from the sale or delivery of electrical energy for any particular period of time.
- 2.9 "Streets and Other Public Ways" refers to streets, alleys, viaducts, bridges, roads, lanes and other public ways in the Town, subject to limitations stated herein.

ARTICLE 3

GRANT OF FRANCHISE

- 3.1 Grant of Right to Serve. Subject to the conditions, terms and provisions contained in this Franchise, the Town hereby grants to the Company an exclusive right, privilege and authority to locate, build, install, construct, acquire, purchase, extend, maintain, repair and operate into, within and through all of the Town, all necessary and convenient Facilities for the purchase, generation, transmission and distribution of electrical energy. Such grant is made together with the exclusive right and privilege to furnish, sell and distribute said electrical energy to the Residents of the Town for light, heat, power and other purposes.
- 3.2 Scope of Grant. Such grant includes the right and obligation to furnish electrical energy using the Company Facilities on, over, under, along, across and through any and all Public Easements and all Streets and Other Public Ways, on, over, under, along, across and through any extension, connection with, or continuation of, the same and/or on, over, under, along, across and through any and all such new Public Easements and Streets and Other Public Ways as may be hereafter laid out, opened, located or constructed within the Town. The Company is further granted the right, privilege and authority to excavate in, occupy and use any and all Streets and Other Public Ways and Public Easements. Any such excavation, occupation and use must be in accordance with Town standards and regulations and will be undertaken under the supervision of the properly constituted authority of the Town for the purpose of bringing electrical energy into, within and through the Town and supplying electrical energy to the Residents.
- 3.3 Public Easements Dedicated to the Town. The Town also grants the Company the right to construct Facilities and place necessary above ground Facilities which are required for the maintenance, repair and improving of existing overhead and underground Facilities used to furnish electric energy within Public Easements

dedicated to the Town for utility use in accordance with Section 4.1 3.075 of the Town's Municipal Code without obtaining an Encroachment Permit as would otherwise be required by Section B of said Code Section. The Company is a "service provider" as used in that Code Section.

- 3.4 Service to Town Facilities. The Town hereby grants to the Company the exclusive right, privilege and authority to provide street and security lighting to the Town, and to serve all Town owned or operated structures, plants, equipment or Town apparatus and facilities, including the right, privilege and authority to furnish, sell and distribute electrical energy necessary for such.

ARTICLE 4

SPECIFIC ELEMENTS OF GRANT

- 4.1 Recreational Areas. The Company shall not have the right to locate, build or construct Facilities under, across or through public parks or recreational areas, open space or other Town owned property located within the Town except as expressly set forth in this Franchise or with prior written approval granted by the Board. Said approval shall not be unreasonably withheld.
- 4.2 Trees and Shrubs. The Company shall have the right to trim or cut down such trees and shrubbery and to control the growth of the same by chemical means, machinery, or otherwise, only as may be reasonably necessary to protect its Facilities.
- 4.3 Location of Company's Facilities. Wherever reasonable and practicable, the Company will endeavor to install its Facilities within Public Easements. The Company shall locate its Facilities within the Town so as to cause minimum interference with any of the Town's facilities or property, including without limitation water lines, sewer lines, storm drains and the proper use of Streets and Other Public Ways, and so as to cause minimum interference with the rights or reasonable convenience of property owners whose property adjoins any of the said Streets and Other Public Ways.
- 4.4 Restoration of Public and Private Improvements. Should it become necessary for the Company, in exercising its rights and performing its duties hereunder, to interfere with any sidewalk, graveled or paved street, road, alley, water line, sewer line, storm drain or any other public or private improvement, the Company shall at its own expense and in a quality workmanlike manner, repair or cause to be repaired and restored to its original condition such sidewalk, graveled or paved street, road, alley, water line, sewer line, storm drain or other public or private improvement after the installation of its Facilities. However, upon failure of the Company to do such required repairs within a reasonable time and in a workmanlike manner, the Town may perform the required work and charge the Company for all reasonable costs thereof. Nothing hereinabove shall be construed to obligate the Company to pay for the removal and relocation of its Facilities where such is at the request or demand of a person, or a public or private entity under circumstances which require the party requesting or demanding such to pay for the relocation under other provisions hereof or under the provisions of the Company's Electric Service Tariffs, Rules and Regulations or other customary practices, as such may from time to time be amended.

- 4.5 Use of Facilities. The Company shall have the right to make such use of its Facilities and other property owned by Company, for uses other than the uses contemplated in this Franchise Ordinance, as it deems proper so long as such other uses do not interfere with its ability to supply electrical energy, consistent with the then current zoning.
- 4.6 Changed Conditions (Overhead). If at any time it shall be necessary to change the position of any overhead electrical facilities of the Company located within Public Easements or Streets and Other Public Ways to permit the Town to lay, make or change street grades, pavements, sewers, water mains, storm drains or other Town works, such changes shall be made by the Company at its own expense, after reasonable notice from the Town. Any necessary position change of overhead electrical facilities of the Company located within Private Easements will be paid for by the person, or private or public entity requesting such change. The Town shall consult with the Company during the design of any such Town works which may require relocation of existing overhead electrical facilities of the Company and work with the Company to ensure that any relocation necessary is minimized and that a location for the relocated Facilities is provided.
- 4.7 Compliance with Town Ordinances. The Company shall comply with all Town ordinances and regulations regarding curb and pavement cuts, excavating, digging and related construction, maintenance and operational activities. The Company shall not have the right to cut the pavement on a Street or Other Public Way within two (2) years of paving the Street or Other Public Way, except with written approval granted by the Board, which written approval shall not be unreasonably withheld. If requested by the Town, the Company shall submit copies of reports of annual and long-term planning for capital improvement projects with descriptions of required street cuts, excavation, digging and related construction activities within 30 days after issuance of request.
- 4.8 Town Review of Construction and Design. Prior to construction of any significant Facilities within the Town, as determined jointly by the Company and Town, the Company shall furnish to the Town the plans for such proposed construction. In addition, the Company shall assess and report on the impact of such proposed construction on the Town environment. Such plans and reports may be reviewed by the Town to ascertain, inter alia, (1) that all applicable laws including building and zoning codes, air and water pollution regulations are complied with, (2) that aesthetic and good planning principles have been given due consideration and (3) that adverse impact on the environment has been minimized.
- 4.9 Capital Improvement and Major Development Projects. The Company and the Town shall endeavor to inform one another of any capital improvement and major development projects anticipated within the Town that may impact the Facilities or operations of either party. The party proposing such capital improvements shall inform the other party of the nature of such improvements within a reasonable time after plans for such improvements have been substantially formulated. Each party shall cooperate in the timely exchange of all necessary information, design data, drawings and reports to properly assess and evaluate the potential impacts of said improvements and major developments.
- 4.10 Maintenance of Facilities. The Company shall install, maintain, repair, replace and upgrade its Facilities to ensure both the adequacy of and quality of, electric service to the Town and all Residents. All excavation and construction work done

by or under the authority of the Company shall be done in a timely and expeditious manner which minimizes the inconvenience to the Town and all Residents. The Town shall have the right to inspect any portion of the Facilities located in the Streets or Other Public Ways. However, the Town will not require construction of the Facilities in such a manner that would not meet the National Electrical Safety Code and other governing entity requirements or standard utility engineering practices. The Company agrees to cooperate with the Town in conducting the inspection.

- 4.11 Town Not Required to Advance Funds. Upon receipt from the Town of an authorization to proceed and a promise to pay for construction, the Company shall extend its Facilities to the Town for municipal uses therein or for any municipal facility outside the boundaries of the Town and within the Company's certificated service area, without requiring the Town to advance funds prior to construction.
- 4.12 Scheduled Interruptions. The Company shall, whenever possible, give notice, either oral or written, to the Town and its affected Residents, of planned service interruptions of significant duration.
- 4.13 Cooperation with Other Utilities. When undertaking a project of undergrounding, the Town and the Company shall work with other utilities or companies to have all lines undergrounded as part of the same project. The Company shall not be required to pay the costs of any other utility or company in connection with work under this section.
- 4.14 Annual Review of Franchise. At the request of either the Town or the Company, the parties hereto shall meet to discuss any topic of concern.

ARTICLE 5

RATES, REGULATIONS, UNIFORMITY OF SERVICE AND UPGRADES

- 5.1 Furnishing Electrical Energy. The Company shall furnish electrical energy within the boundaries of the Town, and to the Residents thereof at the Company's applicable and effective rates and under the terms and conditions set forth in the Company's Electric Service Tariffs, Rules and Regulations and Consumer Service Facilities Metering and Use Guidebook adopted by and on file with the Company, as such may from time to time be amended, subject only to regulations thereof as is provided by law. The Company shall not, as to rates, charges, service, Facilities, rules, regulations or in any other respect, make or grant any preference or advantage to any Resident, provided that nothing in this grant shall be taken to prohibit the establishment from time to time of a graduated scale of charges and classified rate schedules to which any customer coming within an established classification would be entitled.
- 5.2 Facility Upgrades. The Company will, from time to time, during the term of this Franchise make such improvements, enlargements and extensions of its Facilities incorporating, when reasonable and practical, technological advances within the industry as the business of the Company and the growth of the Town justify, in accordance with its Electric Service Tariffs, Rules and Regulations and Consumer Service Facilities Metering and Use Guidebook or other customary practices in effect and on file with the Company, as such may from time to time be amended, subject only to regulations thereof as is provided by law.

- 5.3 Reliable Supply of Electricity. The Company shall take all reasonable and necessary steps to provide an adequate supply of electricity to its customers at the lowest reasonable cost consistent with long-term reliable supplies. If the supply of electricity to its customers is interrupted, the Company shall take all necessary and reasonable actions to restore such supply within the shortest practicable time.
- 5.4 Maps and Regulations. The Company shall, submit copies of its Consumer Services Facilities Metering and Use Guidebook, Electric Service Tariffs, Rules and Regulations and maps of its Facilities within the Town boundaries to the Town Clerk. All changes in such information shall be submitted to the Town as the same may from time to time occur. Any provided maps shall be kept confidential by the Town.
- 5.5 Subdivision Review. The Company shall analyze any subdivision plats or planned unit development plans submitted to it by the Town and respond to any request by the Town for information regarding the adequacy of its Facilities necessary to serve such proposed plat or plan and answer any other questions posed to the Company by the Town regarding said plat or plan as are within the knowledge of the Company. The Company shall respond to said requests or questions within reasonable time limits set by the Town's Subdivision Regulations. The Town will require the developers of such projects to meet all applicable provisions of the Company's Electric Service Tariffs, Rules and Regulations and other customary practices, as such may from time to time be amended.
- 5.6 Interrelationship of Laws, Rates, Regulations and Ordinances. The Company shall comply with all County, State or Federal laws and rules and regulations related to the subject matter hereof. The Company also agrees to abide by all ordinances and resolutions of the Town, unless and except to the extent that this Franchise Ordinance shall relieve the Company of the obligation to comply with the terms and conditions of such other ordinances or any other provisions hereof. The Company, from time to time, may promulgate such rules, regulations, terms and conditions governing the conduct of its business, including the use of electrical energy and the payment therefor, and the interference with, or alteration of, any of the Company's property upon the premises of its customers as shall be necessary to provide a safe, continuous and uninterrupted service to each and all of such customers and the proper measurement thereof and payment therefor. Any such rules, regulations, terms and conditions must not be inconsistent with this Franchise Ordinance, but no ordinance of the Town may regulate the Company's rates or charges for the furnishing of electrical energy, or shall lessen the safety of providing such energy to its customers, nor shall any such ordinance alter the manner in which service is extended to such customers.

ARTICLE 6

USE OF COMPANY FACILITIES

- 6.1 Use of Poles by Town. The Town shall have the right, without cost, to jointly use all poles and suitable overhead structures within the Town for the purpose of stringing wires thereon for any reasonable Town authorized use; which use shall not include generation, distribution or transmission of electricity. However, the Company shall assume no liability, or any additional expense, in connection therewith, and said use shall not interfere in any unreasonable manner with the Company's use of same, or the use thereof by the Company's permittees,

licensees or other existing users of such Facilities. The Town is not authorized to assign its right to jointly use the Company's Facilities to any third party. The Company, in its sole discretion, may allow third parties to use its Facilities upon such terms and conditions as the Company deems appropriate.

- 6.2 Joint Use of Trenches. The Company, upon receiving a written request from the Town, shall permit the Town to install additional conduit in any trench excavated for the Company's Facilities, for the express purpose and use of the Town, provided such additional installation shall be in accordance with sound engineering methods and safety regulations, and shall not interfere with or cause any conflict with the Company's Facilities, and shall not cause the Company additional installation expense or additional expense to maintain and repair its Facilities. The Town, at its expense, will pay all costs and expenses of such additional installation. The Town shall be responsible for ensuring that required vertical and horizontal separations between its facilities and that of the Company's are strictly maintained. The Town and Company shall jointly hold each other harmless from any liability or damage resulting from their respective facilities being installed in a joint trench.

ARTICLE 7

INDEMNIFICATION AND POLICE POWER

- 7.1 Mutual Hold Harmless. Each party, shall to the extent allowed by law, indemnify, defend and save the other party harmless from and against all liability or damage and all claims or demands whatsoever in nature arising out of the operations of the indemnifying party under the provisions of this Franchise, and the securing of, and the exercise of the Franchise rights granted in this ordinance and the indemnifying party shall pay all reasonable expenses, including reasonable attorney's fees and legal assistant's fees, arising therefrom. The indemnifying party will provide prompt written notice to the other party of the pendency of any claim or action against the indemnified party arising out of the exercise of the Franchise rights. The indemnifying party will be permitted, at its own expense, to appear and defend or to assist in defense of such claim. Notwithstanding any provision hereof to the contrary, the indemnifying party shall not be obligated to indemnify, defend or hold the other party harmless to the extent of any claim, demand, or lien arising out of, or in connection with, any negligent act or failure to act or the intentional misconduct by the indemnified party or any of its officers, employees or agents. The indemnified party's use of independent contractors shall not constitute an avoidance or defense to the indemnifying party's duties to defend and indemnify under this section. Each party shall maintain public liability insurance in an amount not less than \$1,000,000. Each party shall be a named insured on the other party's liability insurance.
- 7.2 Police Power Reserved. The right is hereby reserved to the Town to adopt from time to time, in addition to the provisions herein contained, such Ordinances as may be deemed necessary in the exercise of its police power, provided that such regulations shall be reasonable and not destructive of the rights herein granted, and not in conflict with the laws of the State of Colorado, or with orders of other authorities having jurisdiction in the premises.

ARTICLE 8
FRANCHISE FEE

- 8.1 Franchise Fee. As a further consideration for this Franchise, and accepted by the Town in lieu of all occupancy and license taxes and all other special taxes, assessments, fees, or excises upon the Facilities or other property of the Company, or other levies that might be imposed, either as a franchise tax, occupation tax, occupancy tax, license tax, permit charge, or for the inspection of the Facilities or other property of the Company, and charges which would otherwise be chargeable to the Company, or otherwise, the Company shall pay to the Town a sum equal to four percent (4%) of its quarterly Revenues collected from the sale of electricity within the boundaries of the Town for electrical energy furnished for light, heat, power and other purposes. This four percent (4%) fee shall be surcharged to the Residents within the Town and is in addition to any charges specified in the Company's Electric Service Tariffs, Rules and Regulations and any applicable taxes. Payment of the franchise fee does not exempt the Company from payment of property or sales taxes which are not directly related to the franchise or the occupation of the Streets and Other Public Ways. Revenues received from Town facilities will not be assessed a four percent (4%) fee under this section nor will the Town be paid the four percent (4%) fee from such revenues collected from Town facilities.
- 8.2 Payment. Payment of the Franchise Fee shall be made by the Company to the Town on or before 30 days after the end of each quarter of each calendar year for the preceding three (3) month period but shall be adjusted for the portions of the calendar quarters at the beginning and at the end of this Franchise. All payments shall be made to the Town Clerk.
- 8.3 Revenue Audit. For the purpose of ascertaining or auditing the correct amount to be paid under the provisions of this Article, the Company shall file with the Town Clerk, or such other official as shall be designated by the Town from time to time, a statement, in such reasonable form as the Town may require, showing the total gross receipts received by the Company from the sale of electricity to Residents within the boundaries of the Town for the preceding three (3) month period. The Town Clerk or any official appointed by the Board shall have limited access to the books of said Company for the sole purpose of confirming the quarterly Revenues received from operations within said Town. Such access is conditioned on the agreement of the Town not to disclose the information to any third party.
- 8.4 Correction of Underpayment/Overpayment. Should either the Company or Town discover either an underpayment or overpayment of the quarterly Franchise Fee, the party making such discovery shall inform the other party within a reasonable time. If the error is substantiated as an underpayment, the Company shall make payment of the deficiency within 30 days of the date the error was substantiated. If the error is substantiated as an overpayment, a credit equal to the overpayment will be applied to the next quarterly Franchise payment due the Town. If any dispute arises regarding underpayment/overpayment, Company and Town agree to submit the dispute to binding arbitration, with each party to bear their own costs.
- 8.5 Occupancy Tax Alternative. In the event said Franchise Fee levied herein should be declared invalid and or shall be set aside by a Court of competent jurisdiction, then, and in such event, and in lieu thereof, the Town may thereafter levy an

occupancy tax upon the Company, not to exceed in any calendar year three percent (4%) of the Revenues collected from the sale of electricity within the Town for electrical energy furnished for light, heat, power, and other purposes for that calendar year. Such occupancy tax shall be adjusted for any Franchise Fees previously paid to the Town in such calendar year. In the event the Town shall enact such an occupancy tax, in lieu of the Franchise Fee, all of the remaining terms, conditions and provisions of this Ordinance shall remain in full force and effect for the period stated herein. Such occupancy tax ordinance or enactment shall be designed to meet all legal requirements to ensure that it is not construed as an income tax.

- 8.6 Franchise Fee Payment in Lieu of Other Fees. As indicated in Section 8.1, above, the Franchise Fee paid by the Company is accepted by the Town in lieu of any occupancy tax, license tax, permit charge, inspection fee or similar tax on the privilege of doing business or in connection with the physical operation thereof, but does not exempt the Company from any lawful taxation upon its property or any other tax not related to the Franchise or the physical operation thereof and does not exempt the Company from payment of head taxes or other fees or taxes assessed generally upon business.
- 8.7 Street Cut Permits. The Company will provide the Town with a Corporate Bond without Sureties each year to ensure it performs all conditions imposed by such permits. Upon request from the Town, the Company will furnish the Town with the Company's estimated cost of street repair.
- 8.8 Termination of Franchise. If this Franchise is terminated by either the Company or the Town for whatever reason, or is declared null and void, all Franchise Fees or occupancy taxes levied herein shall be suspended as of the date the Franchise is legally terminated. Final payment of any Franchise Fee or occupancy tax owed and due the Town shall be made on or before 30 days after the date the Franchise is legally terminated.

ARTICLE 9

REPORTING AND CHANGE IN FRANCHISE FEE

- 9.1 Reports. The Company shall submit reasonable and necessary reports containing, or based upon, information readily obtainable from the Company's books and records as the Town may request with respect to the operations of the Company under this Franchise, and shall, if requested, provide the Town with a list of real property within the Town which is owned by the Company.
- 9.2 Change of Franchise Fee. The Company shall, upon request from the Town, notify the Board of any changes in the Franchise Fee percentage made with other municipalities served by the Company under a franchise within the State of Colorado. If the Board decides the Franchise Fee percentage hereunder shall be changed, it shall provide for such change by Ordinance. However, any change in the Franchise Fee percentage shall then be surcharged by the Company to the Residents of the Town.

ARTICLE 10

ADMINISTRATION

- 10.1 Duration of Franchise. This Ordinance shall be in full force and effect from and after its passage as by law required and the conditions, terms, and provisions

herein shall remain in full force and effect for a period of 20 years from and after such enactment.

- 10.2 Temporary Extension of Franchise. Prior to the expiration of this Franchise, should the parties desire to renew the terms and conditions of this Franchise or execute a new Franchise, but have not yet done so, the parties may temporarily extend the terms and conditions of this Franchise by written agreement for a period of not longer than 180 days from such date of expiration. During such extension, all provisions of the Franchise shall continue in effect as if the Franchise had not expired.
- 10.3 Amendments. At any time during the term of this Franchise, the Town through its Board, or the Company, may propose amendments to this Franchise by giving 30 days written notice to the other party of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, shall within a reasonable time, negotiate in good faith in an effort to agree upon a mutually satisfactory amendment(s). No amendment(s) to this Franchise shall be effective until mutually agreed upon by the Town and the Company and until all public notice requirements pursuant to Colorado statutes, and ordinance requirements of the Town, have been met. This section shall not apply to Franchise Fee changes under Article 9.
- 10.4 Revocation of Privileges by Condemnation. In the event, at any time during the term of this Franchise, the Town shall condemn any of the Facilities of the Company within the boundaries of the Town, and thereby revoke all or any part of the privilege and authority herein granted to the Company to serve the Residents of the Town, then and in such event the Town shall pay to the Company just compensation as provided by the laws of the State of Colorado for such rights and Facilities by reason of such condemnation.
- 10.5 Compliance Impaired. Both the Company and the Town recognize there may be circumstances whereby compliance with the provisions of this Franchise is impossible or is delayed because of circumstances beyond the Company's or Town's control. In those instances, the Company or Town shall use its best efforts to comply in a timely manner and to the extent possible.
- 10.6 Company's Failure to Perform. It is agreed that in case of the failure of the Company to perform and carry out any of the conditions, terms and provisions herein set forth in any substantial particular, wherein such failure is within the Company's control and with respect to which redress is not otherwise herein provided, the Town, acting through its Board, may, after hearing, determine such substantial failure; and, thereupon, after notice given the Company of such failure, the Company may have a reasonable time, not less than 90 days, unless otherwise agreed by parties, in which to remedy the conditions respecting which such notice shall have been given. After the expiration of such time and the failure to correct such conditions, the Board shall determine whether any or all rights and privileges granted the Company under this ordinance shall be forfeited and may declare this Franchise null and void.
- 10.7 Ownership of Facilities. All Facilities used or placed by the Company within the boundaries of the Town shall be and remain the property of the Company.
- 10.8 Transfer of Rights. The Company shall not transfer or assign any rights under this Franchise to a third party, excepting only corporate reorganizations of the Company not including a third party, unless the Town shall approve in writing

such transfer or assignment. Approval of the transfer or assignment shall not be unreasonably withheld.

- 10.9 Removal of Facilities. Upon the expiration of this Franchise, if thereafter the Company Facilities shall not be used for electric, telephone, or cable TV purposes for a period of 12 successive months, the Town shall have the option of having the Company remove such Facilities or claim such Facilities as its own. If the Town elects to have the Company remove the Facilities, it shall give written notice to the Company directing it to remove such Facilities, and the Company shall remove the same no later than 90 days after the date of such notice, unless the Company and the Town agree to a longer period within which removal shall occur. Any Facilities, either underground or overhead, remaining after such time that are not expressly claimed by the Town shall be deemed to have been abandoned. Any cost incurred by the Town in removing abandoned Facilities, and any liability associated with Facilities abandoned by the Company shall be the liability of the Company. For any Facilities claimed by the Town, any liability associated with such Facilities shall become the liability of the Town.
- 10.10 Non-renewal of Franchise (Alternative Electric Service). If this Franchise is not renewed, or if it is declared null and void, or the Company terminates any service provided for herein for any reason, and the Town has not provided for alternative electric service to the Residents of the Town, the Company shall not remove its Facilities and shall be obligated to continue electric service to the Residents until alternative electric service is provided. The Company will not withhold any temporary services necessary to protect the public.

ARTICLE 11

COMMUNITY ENHANCEMENT FUND

- 11.1 Purpose. The Company is committed to programs designed to make a difference in people's lives and the communities in which they reside. The Company will voluntarily make monetary resources available to the Town for such programs and/or activities. Programs for which such funds shall be spent shall be limited to (1) beautification projects, (2) energy conservation projects, (3) equipment and technology upgrades for schools, (4) scholarship funds, (5) acquisition of open space and/or park land and development thereof, (6) sponsorship of special community events and (7) undergrounding of overhead electric and other utility lines. Funds made available under this Article may be spent for other purposes only with the express written consent of the Company.
- 11.2 Payments to the Fund. The Company shall make annual payments to the fund equal to one percent (1%) of its prior year's Revenues, prorated for the portions of the months at the beginning and end of the term of this Franchise, collected from the sale of electricity within the boundaries of the Town, or \$2,000, whichever amount is greater. Said payments shall be made into the fund no later than February 15th of the year subsequent to the year in which the gross revenues are received by the Company.
- 11.3 The Fund. The fund established by the Company shall be maintained in a bank account in the name of the Town, but shall be maintained separately from all other funds and accounts held by the Town.
- 11.4 Payments from the Fund. All payments from the fund shall be for projects described in Section 11.1 hereof. Prior to any such expenditure, authorization to

withdraw from the fund shall be given by resolution or ordinance duly enacted by the Board, and such resolution or ordinance shall clearly describe the nature and purpose of the project for which the expenditure is made. Prior to any expenditure, the Town shall notify the Company of its intended use of the funds. Unless the Company objects, in writing, prior to such expenditure, the Company shall have waived its right to object in the future if the funds are expended for the use identified in the notice.

- 11.5 Audits. The Town may audit the Company's books for the limited purpose of determining the Revenues being collected within the Town at any reasonable time and with reasonable prior notice. The Company may audit the fund account, expenditures from the fund and resolutions and ordinances authorizing such expenditures at any reasonable time and with reasonable prior notice.
- 11.6 Forfeiture of Enhancement Funds. The Company shall have the express right to temporarily suspend or terminate in full its annual contributions to the Enhancement Fund if it is determined that funds allocated and paid to the Town are being, or have been, misappropriated, administered with bias or discrimination or for other inappropriate actions.
- 11.7 Advancement of Fund. The Company shall consider advances of funds, subject to the provisions of this section, for all projects that specifically involve undergrounding of overhead lines or projects acceptable to the Company which are related to the Company's existing Facilities. The Town shall make all reasonable attempts to plan and budget use of the Fund without advancement of future Funds. However, if the Town requests and the Company and the Town agree that it is in the mutual interest of both, the Company shall anticipate Fund amounts to be available for up to three (3) years in advance. Both parties shall enter into a special agreement concerning the advanced Funds. Any amounts advanced shall be credited against amounts to be expended in succeeding years until such advances are eliminated. In no case shall the Company be obligated to advance Community Enhancement Funds which will exceed the duration of this Franchise Agreement.
- 11.8 TABOR Compliance Issue. The Community Enhancement Fund described in this Article is a program that has been initiated solely by the Company. This Town has not made the program a requirement for granting of a franchise to the Company. Funding for this program is not a cost of doing business, but is a voluntary contribution by the Company and is intended to be and shall be considered to be a gift or grant within the meaning of Article X, Section 20, of the Constitution of the State of Colorado for purposes of determining compliance by the Town with such constitutional provisions.

ARTICLE 12

UNDERGROUNDING

- 12.1 Town Undergrounding Policy. The Town has a policy under which all new Facilities to serve new development within the Town boundaries must be installed underground. Consistent with that policy, all new Facilities of the Company necessary to extend service into new developments shall be extended by the Company underground, subject to the provisions of paragraphs 12.2 and 12.3, below. As used herein, the term "new Facilities" shall not apply to any existing overhead Facilities that are changed, altered or upgraded by the Company.
- 12.2 At Consumer's Request. If a customer(s) within the Town should request that new

Facilities be installed underground or for the conversion of existing overhead electrical facilities of the Company to underground facilities or if Town ordinances or resolutions require a customer(s) to install Company facilities underground, the Company shall proceed in accordance with its Electric Service Tariffs, Rules and Regulations or other customary practices, as each may from time to time be amended.

- 12.3 Town Requested Undergrounding. Except for the Company's contributions to the Community Enhancement Fund, which may be used by the Town to pay for the undergrounding of the Company's overhead electric facilities, any request, requirement imposed by resolution or ordinance, or other communication from the Town to the Company, asking, or requiring the Company to underground its new electrical facilities or its existing overhead electric facilities, or move, remove, or replace its existing underground electrical facilities, shall be responded to in accordance with the provisions of the Company's Electric Service Tariffs, Rules and Regulations or other customary practices, as such may from time to time be amended.
- 12.4 Relocation of Underground Facilities. No provision contained in this Article shall be construed to obligate the Company to pay for the removal and relocation of its underground electric facilities where such is at the request or demand of a person, or a public or private entity under circumstances which require the party requesting or demanding such to pay for the relocation under other provisions hereof or under the provisions of the Company's Electric Service Tariffs, Rules and Regulations or other customary practice in use by the Company, as such may be from time to time amended.
- 12.5 Governmental Mandates. This Franchise or the Town's Municipal Code, as either may be amended from time to time, shall not prohibit or limit the Company's right to enforce its collection of any cost increase caused by governmental mandate in accordance with the provisions of the Company's Electric Service Tariffs, Rules and Regulations, or other customary practices of the Company, as such may be from time to time amended.

ARTICLE 13

MISCELLANEOUS

- 13.1 Changes in Utility Regulation. In the event new legislation materially affects the terms and conditions of this Franchise Ordinance, the parties agree to renegotiate the affected terms and conditions in good faith as an amendment hereto. The parties hereto acknowledge that regulatory and legislative changes in the electric utility, gas utility and other energy industries are currently being discussed nationwide and statewide; that some changes in utility industry sectors have already been implemented; and that other changes may be made in the future, during the term of this Franchise. The parties agree, that insofar as future changes in the utility laws will allow, the Company shall always retain the right to bill customers for utility transportation services and energy sales within the Town if it is the provider of either the energy product or the transportation of such product. The parties agree that this will provide the most efficient and convenient utility service to the Residents of the Town and provide assurance to the Town of franchise fee collection for each component charged for the sale and delivery of energy products within the boundaries of the Town.

- 13.2 Successors and Assigns. The rights, privileges, franchises and obligations granted and contained in this Ordinance shall inure to the benefit of and be binding upon the Company, its successors and assigns.
- 13.3 Representatives. Both parties shall designate from time to time in writing representatives to act as franchise agents for the Company and the Town. Such will be the persons to whom notices shall be sent regarding any action to be taken under this Ordinance. Notice shall be in writing and forwarded by certified mail or hand delivery to the persons and addresses as hereinafter stated, unless the persons and addresses are changed at the written request of either party. Until any such change shall hereafter be made, notices shall be sent to the Town Manager and to the Company's Chief Executive Officer. Currently the addresses for each are as follows:

Town:

Town Manager
Town of Eagle
P.O. Box 609
108 W. 2nd
Eagle, CO 81631-0609

Company:

Chief Executive Officer
Holy Cross Energy
P.O. Box 2150
Glenwood Springs, CO 81602-2150

- 13.4 Severability. Should any one or more provisions of this Franchise be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft provisions that will achieve the original intent of stricken provisions.
- 13.5 Entire Agreement. This Franchise constitutes the entire agreement of the parties. There have been no representations made other than those contained in this Franchise.

ARTICLE 14

APPROVAL

- 14.1 Town Approval. This grant of Franchise shall not become effective until approved by the Town in accordance with its ordinances and the statutes of the State of Colorado.
- 14.2 Company Approval. The Company shall file with the Town Clerk its written acceptance of this Franchise and of all its terms and provisions within 15 business days after the final adoption of this Franchise by the Town. The acceptance shall be in the form and content approved by the Town Attorney. If the Company shall fail to timely file its written acceptance as herein provided, this Franchise shall become null and void.

INTRODUCED, READ, AND ORDERED PUBLISHED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO, UPON A MOTION DULY MADE, SECONDED AND PASSED AT ITS REGULAR MEETING HELD AT THE TOWN OF EAGLE, ON THE ____ DAY OF December, 2025, BY A VOTE OF _____ IN FAVOR AND _____ AGAINST.

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

Publication Dates:

FINALLY, adopted, passed and approved on second reading after Public Hearing on

ATTEST: TOWN OF EAGLE

Town Clerk

Mayor

HOLY CROSS ENERGY

Bryan Hannegan, Chief Executive Officer

Date

**TOWN OF EAGLE, COLORADO
RESOLUTION NO. 72
(Series of 2025)**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPOINTING AN INTERIM TOWN MANAGER**

WHEREAS, the Town of Eagle ("Eagle" or the "Town") is a home-rule municipality organized under Article XX of the Colorado Constitution and with the authority of the Town of Eagle Home Rule Charter (the "Charter"); and

WHEREAS, Article IV, Section 4.02 of the Charter requires that the Town Council appoint a Town Manager by a majority vote; and

WHEREAS, Larry Pardee is the current Town Manager; and

WHEREAS, Larry Pardee intends to resign as the Town Manager, effective on December 12, 2025; and

WHEREAS, it is necessary for functioning of the Town that a new Town Manager be appointed;

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

Section 1. Incorporation of Recitals. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. Appointment. [INSERT NAME] is hereby appointed to the position of Interim Eagle Town Manager.

Section 3. Effective Date. This resolution shall become effective upon there being a vacancy of the Town Manager position, or on December 12, 2025, whichever is earlier.

INTRODUCED, READ, PASSED AND ADOPTED ON _____, 2025.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

_____, Acting Town Clerk