Town Council
Tuesday, February 24, 2026
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

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

TOWN COUNCIL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION *This will be an in-person meeting using Teams. Please note: All participants must remain muted until they are requested to speak. This will reduce background noise disruptions to the meeting attendees. When it's your turn to speak, you will have three (3) minutes for public comment. PUBLIC COMMENTS: If you are unable to attend, public comments regarding any items on this agenda can be submitted to Camille Deering, Town Clerk, and will be included as part of the record. For technical difficulties, please email clerk@townofeagle.org and we will do our best to assist you.*

1. **Microsoft Teams meeting**

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

   Meeting ID: 272 162 532 535 60

   Passcode: LF6nG63F

   Need help? | System reference

   Dial in by phone

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

   Find a local number

   Phone conference ID: 724 121 52#

   For organizers: Meeting options | Reset dial-in PIN

CALL TO ORDER - 6:00 PM

ROLL CALL

CONFLICT OF INTEREST DISCLOSURE

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

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

CONSENT AGENDA - 6:05 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. 2025 CAT Financial Lease Purchase Agreement
3. Letter of Support Regarding Proposed Legislation Related to the Berlaimont Estates Development
4. Resolution 11, Series 2026, "A Resolution of the Town Council of the Town of Eagle, Colorado, Amending the Town's 2026 Fee Schedule Pursuant to Section 2.34 of the Eagle Municipal Code to Update Water Plant Investment Fees"
5. Resolution 12, Series 2026, "A Resolution of the Town Council of the Town of Eagle, Colorado, Authorizing the Mayor to Execute the Construction Contract with 360 Civil Inc. for the Capitol Street Improvements Project."

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

1. Town Manager Update
2. Q4 2025 Unaudited Budget to Actual Report
3. Q4 2025 Sales Tax Report
4. 2026 Budget: Consolidated Above Target List

BUSINESS ITEMS - 6:15 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. Holy Cross Energy Presentation & Discussion
2. Town Manager Appointment Process
    a. Appoint Search Committee
    b. Approve Position Description and Salary Range
    c. Decide on Position Selection Process
3. PUBLIC HEARING: CONTINUE LUDC26-01 Amendment to the Land Use and Development Code - Miscellaneous Updates to March 10, 2026
4. PUBLIC HEARING: CONTINUE PP25-01 / DR25-01 Red Mountain Ranch Parcel 1, Preliminary Plan Review and Major Development Permit
5. PUBLIC HEARING: DR25-07 Mountain Tots Preschool Major Development Permit
6. State Resilience Code - Wildland Urban Interface (WUI) Code Discussion
7. Resolution 14, Series 2026 "A Resolution of the Town Council of the Town of Eagle, Colorado, Authorizing the Signing of an Amendment to the License Agreement with Eagle County for Temporary Access to Brush Creek Ranch and Open Space for the Construction of the New Water Transmission Main."

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 7:15 PM *Council will use this time to propose future agenda items, provide updates on Council Committees, and address general discussion items.*

EXECUTIVE SESSION - 7:25 PM

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

negotiations, develop a strategy for negotiations and instruct negotiators relating to the acquisition of a commercial property in the downtown area.

2. For a conference with the Town Attorney for purposes of receiving legal advice on specific legal questions under C.R.S Section 24-6-402(4)(b) more specifically relating to the installation of a stream gage in the Brush Creek Valley Ranch Open Space.

BUSINESS ITEMS CONT

1. Direction or action on any items subject to executive session

ADJOURN - 8:05 PM

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

Camille Deering
Town Clerk

PUBLIC WIFI – Town of Eagle Public Wi-Fi

MEETING MINUTES
Town Council
Tuesday, February 10, 2026
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

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

TOWN COUNCIL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION *This was an in-person meeting using Teams.*

CALL TO ORDER - 6:00 PM

Mayor Pro Tem Woodworth Foral called the meeting to order at 6:00 p.m.

ROLL CALL

COUNCIL MEMBERS PRESENT

Geoffrey Grimmer, Jamie Woodworth Foral, Gina McCrackin, Scott Schreiner, Andrew Atkins

COUNCIL MEMBERS ABSENT

Bryan Woods, Casey Glowacki

STAFF PRESENT

Melissa Daruna, Interim Town Manager
Richard Peterson-Cremer, Town Attorney
Camille Deering, Town Clerk
Rachel Tand, Finance Director/Treasurer
Carrie Buhlman, Police Chief
Luke Causey, Police Lieutenant
Tom Gosiorowski, Public Works Director
Kyle Brotherton, Interim Community Director & Town Planner
Lynette Horan, Human Resources Manager (Virtual)
Jessica Lake, Senior Planner
Molly Furtado, Special Events Manager (Virtual)
Sydney Dynek, Planner
Ryan Johnson, Town Engineer
Kira Koppel, Sustainability Specialist (Virtual)
Alex Smiley, Open Space & Trails Manager (Virtual)
Ryan Goebel, IT Analyst
Kevin Aoki, Information Technology Manager
Nikki Davis, Economic Development & Housing Specialist
Ashley LaFleur, Communications Specialist (Virtual)

CONFLICT OF INTEREST DISCLOSURE

Mayor Pro Tem Woodworth Foral disclosed that she has a close family member who is employed at Tyler Technologies and would be recusing herself from the consent agenda vote.

ADOPTION OF AGENDA

MOTION: Council Member Andrew Atkins motioned to approve the adoption of the agenda. The motion was seconded and passed with a vote of 5 in favor (Grimmer, McCrackin, Atkins, Woodworth Foral, Schreiner) and 0 opposed.

PUBLIC COMMENT

Mayor Pro Tem Woodworth Foral opened Public Comment for items not on tonight's agenda. There was no public comment.

PRESENTATIONS

1. Greater Eagle Fire Protection District regarding Building Heights, Randy Cohen

   Randy Cohen of the Greater Eagle Fire Protection District briefed Council on the operational, code, and cost impacts of increasing building heights in Eagle. Taller buildings would trigger additional International Fire Code requirements, such as standpipes, closer hydrants, and enhanced fire suppression systems, which could offset developer profits. He noted the district will respond to all emergencies regardless of height, and confirmed current ladder trucks and resources are adequate, as response tactics are tailored to each incident.

CONSENT AGENDA- 6:20 PM

Before approving the consent agenda, Council focused on the item regarding Tyler Tech and wanted to clarify the one-time nature of the DOLA grant and the ongoing budget implications. Staff confirmed that the DOLA grant supporting Tyler Tech is a one-time grant, covering implementation costs, and that future annual fees will be managed within the town's budget.

MOTION: Council Member Scott Schreiner motioned to approve the consent agenda. The motion was seconded and passed with a vote of 4 in favor (Grimmer, McCrackin, Atkins, Schreiner) and 0 opposed. Woodworth Foral abstained due to a disclosed conflict of interest.

1. Minutes

2. Bill Schedule

3. Resolution 06, Series 2026 – A Resolution of the Town Council of the Town of Eagle, Colorado Approving an Expenditure of Funds with Tyler Technologies, Inc for Land Use Files and Building Permits

4. 2025 Audit Engagement Letter

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

1. Town Manager Update

2. Department Update

   Council Member Atkins requested that the date of the first submission of every land use application be included in future staff reports. This would allow Council to inquire on applications that are delayed.

BUSINESS ITEMS- 6:25 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. Town of Eagle Operations - Work Session Continuation

a. Public Works Presentation

Tom Gosiorowski, Public Works Director, presented a comprehensive overview of the Public Works Department's divisions, staffing, budget, and major projects. He addressed council questions on funding, capital improvements, and operational priorities. Council members inquired about property tax mill rates, capital funding sources, and future strategic planning to address Public Works needs.

b. Police Department Presentation

Chief Carrie Buhlman presented an overview of the Eagle Police Department's structure, budget, staffing, and operational challenges, including the impact of expiring grant-funded positions, facility needs, and legislative mandates. Council asked Chief Buhlman how large housing developments in progress would affect police operations. Chief Buhlman confirmed that new developments and increased density will require additional policing resources, and advocated for proactive staffing to keep pace with community growth.

2. Haymeadow Trailhead Park Planning Update

Michael Hood and Elena Scott presented an update on the Haymeadow Trailhead Park concept plan, detailing how feedback was collected and showcasing the features and amenities of the proposed park. Council members discussed public comments regarding the proposed amphitheater's size and location, suggested prioritizing additional pavilions and gathering spaces over an amphitheater, and highlighted the need for more dog park space and potential commercial amenities like a snack stand.

Mayor Pro Tem Woodworth Foral opened the discussion to public comment:

- Stacia Brasington, 2500 Brush Creek Rd- Her property borders the park and expressed concerns about the number of amenities butting up against her property. She is worried that the large number of park visitors and the proximity of a proposed pump track and amphitheater to her property will negatively impact the use and enjoyment of her home. She is also worried about the impacts to the elk in the area and asked Council to make thoughtful adjustments to the plan to lower the impact on wildlife and the surrounding neighborhood.

Public comment closed.

3. Ordinance 02, Series 2026, An Ordinance of the Town of Eagle, Colorado, Amending Ordinance No. 25, Series 2020 to Include Additional Property Within the Boundaries of the Eagle Downtown Development Authority Pursuant to C.R.S. 31-25-822.

Nikki Davis presented this item regarding the inclusion of a property owned by Mayor Bryan Woods and Noreen Woods into the Eagle Downtown Development Authority (DDA). Council discussed potential future implications, such as how future consolidations or additional inclusions might be handled, noting that approval could set a precedent for other properties. Council asked what the benefit is of including the property within the DDA boundary. Nikki responded that inclusion allows the DDA to leverage additional financing and provides property owners access to DDA programs and incentives.

Mayor Pro Tem Woodworth Foral opened the item for public comment. There was no public comment.

MOTION: Council Member Gina McCrackin motioned to approve Ordinance 02, Series 2026 "An Ordinance of the Town of Eagle, Colorado, Amending Ordinance No. 25, Series 2020 to Include Additional Property Within the Boundaries of the Eagle Downtown Development Authority Pursuant to C.R.S. 31-25-822". The motion was seconded and passed with a vote of 5 in favor (Grimmer, McCrackin, Atkins, Woodworth Foral, Schreiner) and 0 opposed.

4. Ordinance 04, Series 2026- "An Ordinance of the Town Council of the Town of Eagle, Colorado, Amending Chapter 5.16 of the Eagle Municipal Code for the Purpose of Streamlining the Application Process for a Retail Tobacco License."

Camille Deering presented this item. The ordinance aims to reduce council workload and streamline business operations by delegating tobacco license approvals to the town clerk, with council retaining the right to hear appeals if necessary. Camille noted that retail tobacco license applications are infrequent, with only a handful processed since 2019. Council commented that the similar procedure for liquor licenses has worked out well, and it makes sense for tobacco license applications to match.

Mayor Pro Tem Woodworth Foral opened the item for public comment. There was no public comment.

MOTION: Council Member Scott Schreiner motioned to approve Ordinance 04, Series 2026 "An Ordinance of the Town Council of the Town of Eagle, Colorado, Amending Chapter 5.16 of the Eagle Municipal Code for the Purpose of Streamlining the Application Process for a Retail Tobacco License." The motion was seconded and passed with a vote of 5 in favor (Grimmer, McCrackin, Atkins, Woodworth Foral, Schreiner) and 0 opposed.

5. Direction on the Grand Ave. Grill site

Council discussed options for the demolition and interim use of the Grand Avenue Grill site, with Tom Gosiorowski seeking direction on bid requirements, recycling, surface materials, and potential amenities. Council members discussed the possibility of the paved area being suitable for food trucks to stage, where other council members emphasized minimal investment in order to move quickly on the Grand Ave. Corridor and Brush Creek extension projects.

Council supported proceeding with demolition, encouraged the use of Eagle County landfill's construction and demolition diversion site for recycling materials, and requested cost estimates for both recycling and traditional disposal.

MOTION: Council Member Jamie Woodworth Foral motioned to direct staff to proceed with the recommended action outlined in the staff memo and to further clarify in these cost estimates a comparison of using waste diversion for C&D with the Eagle County landfill versus not, and the cost of using asphalt millings versus fully paving it. The motion was seconded and passed with a vote of 5 in favor (Grimmer, McCrackin, Atkins, Woodworth Foral, Schreiner) and 0 opposed.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

- With a new McDonald's planned at the former Burger King site, Council Member Grimmer asked how residents can communicate their vision for the commercial area off I-70 to the Community Development

Department.

- Council Member McCrackin gave a summary of feedback she has received through social media from community members on amenities they would like to see in town. Four comments supported pickleball courts while others mentioned river park improvements, food trucks, gear rentals, a splash pad for kids, and a sidewalk between the library and the playground.

- Mayor Pro Tem Woodworth Foral extended an invitation to anyone interested in the Marketing and Economic Advisory Committee (MEAC) Movers & Shakers event at Town Hall on March 2nd at 4:00 p.m.

- Council member Schreiner gave a CORE transit update, noting that ridership has increased 293% from 2021 to 2025.

<u>ADJOURN- 8:00 PM</u>

MOTION: Council Member Gina McCrackin motioned to Adjourn at 8:17 p.m. The motion was seconded and passed with a vote of 5 in favor (Grimmer, McCrackin, Atkins, Woodworth Foral, Schreiner) and 0 opposed.

Date:
2/24/2026

Bryan Woods, Mayor

Camille Deering, Town Clerk

To: Mayor and Town Council

From: Rachel Tand, Finance Director

Date: February 24, 2026

Agenda Item: CAT Financial Lease Purchase Agreement

REQUEST: Review the Caterpillar Financial Services Corporation (CAT Financial) Lease Purchase Agreement entered into by the Town on October 14, 2025.

INTRODUCTION: The Town, via Town Manager Larry Pardee, entered into an agreement with CAT Financial to finance the purchase of three existing Town-operated pieces of equipment whose lease was expiring and ineligible for renewal. Under the terms of this agreement, the Town will own the equipment after 61 months, at the expiration of the payment terms ($12,267.58 monthly for 60 months + $3.00 in month 61 for total payments of **$736,057.80**). The assigned financing rate is 5.49%, and the base price of the equipment is shown below. While the annual spend will not exceed the $250,000 threshold for Council contract approval, the total five-year agreement does exceed the threshold.

Description of Unit(s)	Serial#	VIN #	Freight	Total Price
(1) 140-13AWD CATERPILLAR Motor Grader	N9500304		$	$292,000.00
(1) 140-13AWD CATERPILLAR Motor Grader	N9500261		$	$270,000.00
(1) 430F2ST CATERPILLAR Backhoe Loader	HWE01001		$	$80,000.00

Lessee:	Subtotal	$642,000.00
TOWN OF EAGLE	Federal Excise Tax	$0.00
P.O. BOX 609	Other Tax	$0.00
EAGLE, CO 81631-0609	Total Purchase Price	$642,000.00
	Unit(s) Delivery Point:	
	1050 CHAMBERS AVE.	
	EAGLE, CO 81631	

Unit	Monthly Rate	Months	Total	Add $1 Buyout	Total Cost	Previous Rental Pymt.
2019 Motor Grader SN N9500304	$5,576.18	60	$334,570.80	$1.00	$334,571.80	$23,150 Annually
2019 Motor Grader SN N9500261	$5,163.69	60	$309,821.40	$1.00	$309,822.40	$23,150 Annually
2019 Backhoe Loader SN HWE01001	$1,527.71	60	$91,662.60	$1.00	$91,663.60	$15,000 Annually
TOTALS	**$12,267.58**	**60**	**$736,054.80**	**$3.00**	**$736,057.80**	**$61,300.00**

ANALYSIS: Public Works Director Tom Gosiorowski worked with Finance and CAT Financial to set the terms of the lease purchase agreement, including the current value of the equipment and the applied financing rate of 5.49%. The three pieces of equipment are all model year 2019, and Public Works determined they were in excellent condition, with an expected useful life of at least twenty more years. The cost to the Town to purchase new equipment instead of lease purchasing the existing equipment was not, in Public Works' estimation, the most appropriate use of public funds due to the minimal age and excellent condition of the existing equipment, and the increased cost to purchase new.

COMMUNITY INPUT: None required.

BUDGET / STAFF IMPACT: The 2026 General Fund Streets Budget, as approved by Council November 12, 2025, includes the full annual cost to lease purchase these three pieces of equipment. This cost will continue for four more years, through the end of 2030, at which point the Town will own the equipment outright.

STRATEGIC PLAN ALIGNMENT: This lease purchase agreement aligns with three of our guiding principles: *Reliable and Cost-Effective Services, Sound Planning and Appropriate Investment, and Sustainable Finances and Increasing Efficiency.*

RECOMMENDED ACTION OR PROPOSED MOTION:
None at this time as the contract has been approved.

ATTACHMENTS: CAT Financial Lease Purchase Agreement

Governmental Equipment Lease-Purchase Agreement
Contract Number 001-70194887

CAT Financial

1. PARTIES

LESSOR *("we", "us", or "our"):*

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE *("you" or "your"):*

TOWN OF EAGLE
P.O. BOX 609
EAGLE, CO 81631-0609

In reliance on your selection of the equipment described on Schedule A (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. **Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

SEE SCHEDULE A FOR A DESCRIPTION OF THE UNITS.

TERMS AND CONDITIONS

3. **Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us according to the attached payment schedule; provided that all amounts owing hereunder will be due by the final lease payment date. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at CATERPILLAR FINANCIAL SERVICES CORP., P.O. BOX 730681, DALLAS, TX 75373-0681 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement.** As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.

   The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 5.49% per annum.

4. **Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.

5. **Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.

6. **Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**

7. **Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or

expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.

9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.

10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.

11. **11. Insurance; Loss and Damage** You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

12. **Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.

14. **Title; Return of Units** Notwithstanding our designation as "Lessor," we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred, and you have not exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the

condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

15. **Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B **and** a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iii) any other documents or items required by us.

16. **Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

SIGNATURES

LESSOR	**CATERPILLAR FINANCIAL SERVICES CORPORATION**	**LESSEE**	**TOWN OF EAGLE**
Signature		Signature	Larry Pardee
Name (Print)		Name (Print)	Larry Pardee
Title		Title	Town Manager
Date		Date	10/14/2025

CAT Financial

GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of Colorado (the "State") authorize TOWN OF EAGLE (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from **Caterpillar Financial Services Corporation** and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

[PLEASE INSERT NAME AND TITLE OF EACH AUTHORIZED PERSON BELOW]

Name (Print or Type)	Title (Print or Type)
____________________	____________________
____________________	____________________
____________________	____________________

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the signatory below is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, ______________________, ________________ of TOWN OF EAGLE, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the signatory named below executes this document on behalf of the Governmental Entity.

SIGNATURE [To be signed by authorized individual.]

Signature ______________________________

Title ______________________________

Date ______________________________

Purchase Agreement
Contract Number 001-70194887

This Purchase Agreement is between **WAGNER EQUIPMENT CO.** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

Description of Unit(s)	Serial#	VIN #	Freight	Total Price
(1) 140-13AWD CATERPILLAR Motor Grader	N9500304		$	$292,000.00
(1) 140-13AWD CATERPILLAR Motor Grader	N9500261		$	$270,000.00
(1) 430F2ST CATERPILLAR Backhoe Loader	HWE01001		$	$80,000.00

Lessee:
TOWN OF EAGLE
P.O. BOX 609
EAGLE, CO 81631-0609

Subtotal	**$642,000.00**
Federal Excise Tax	**$0.00**
Other Tax	**$0.00**
Total Purchase Price	**$642,000.00**

Unit(s) Delivery Point:
1050 CHAMBERS AVE.
EAGLE, CO 81631

See next page for additional terms and conditions.

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature ______________________

Name (Print) ______________________

Title ______________________

Date ______________________

WAGNER EQUIPMENT CO.

Signature ______________________

Name (Print) ______________________

Title ______________________

Date ______________________

1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.

2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non-master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing. which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).

3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).

4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.

5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).

6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.

7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.

8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.

9. This Purchase Agreement shall become effective only upon execution by Cat Financial.

Payment Schedule
Contract Number 001-70194887

CAT Financial

1. PARTIES

LESSOR	LESSEE
CATERPILLAR FINANCIAL SERVICES CORPORATION	TOWN OF EAGLE

2. PAYMENT SCHEDULE

PAYMENT NUMBER	PAYMENT DATE	PAYMENT AMOUNT
1 - 60	______________	$12,267.58
61	______________	$3.00

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION		TOWN OF EAGLE	
Signature	______________	Signature	[signature]
Name (Print)	______________	Name (Print)	Larry Pardee
Title	______________	Title	Town Manager
Date	______________	Date	10/14/2025

Opinion of Counsel

Re: Governmental Equipment Lease-Purchase Agreement (Contract Number 001-70194887) (the "Lease") Between TOWN OF EAGLE ("Lessee") and Caterpillar Financial Services Corporation ("Lessor")

Sir/Madam:

I am an attorney for Lessee, and in that capacity, I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessor and any subsequent assignee of Lessor's interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Colorado (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.

2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.

3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.

4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.

5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.

6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.

7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.

8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.

9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.

10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

SIGNATURE

TOWN OF EAGLE

Name(Print): Richard Peterson-Cremer Date: October 14 2025

Signature: [signature] Address: 201 14th St, Ste 200

Title: Town Attorney Glenwood Springs, 81602

CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM

Before financing your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company has a financial strength rating of at least A- from either A.M. Best, Moody's, S&P, Fitch, or Kroll Bond Agency ("KBRA").

As an alternative to obtaining your own insurance, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation (CISC), that has been designed specifically for those that purchase Cat® equipment.

Please complete this form if you elect to insure your equipment with Caterpillar Insurance Company (CIC).

CIC Physical Damage Insurance Program (the Program) Summary

Please note: This is only a brief description of the CIC Physical Damage Insurance Program. Contractual provisions contained in the policy will govern.

Coverage

The Program protects your equipment against physical damage losses, including collision, fire, theft, vandalism, upset or overturn, flood, sinking, earthquake and other unfortunate acts of nature. The protection has been designed for owners of heavy equipment and provides benefits you most likely would not find in other plans.

The Program does include normal exclusions. Some important exclusions include, but are not limited to, wear and tear, rust, loss of income, acts of war, nuclear damage, mechanical breakdown, automobiles, watercraft, waterborne shipments, tires or tubes or mobile track belts damaged by blow-out, puncture, and road damage.

The Program does not cover losses to your equipment that you loan, lease, or rent to others.

Repairs

When a covered loss occurs, the Program will pay for Cat® replacement parts, where available, on all your new or used Caterpillar equipment. For all other equipment from other manufacturers, the Program will pay for comparable replacement parts.

Rental Reimbursement

The Program allows for rental expenses up to $10,000 per occurrence but not more than $500 per day that you incur to rent similar equipment following a covered loss. You are automatically protected with up to $100,000 of coverage for damage to the similar equipment you rent.

Claims

In the event of a total loss, the Program will pay the greater of, not to exceed policy limits, the following:

- The payoff value of the loan, excluding past due payments and late charges, on the damaged parts or equipment as of the date of loss; or
- The actual cash value of the covered property; or
- The Fair Market Value of replacing that property with property of like kind and quality.

Debris Removal

The Program will pay 25% of the direct physical loss plus the deductible, up to a $10,000 maximum above the limit of insurance of the covered property.

Fire Department Service Charge

The Program will pay fire department service fees up to $10,000.

Deductible

Construction and Agricultural Equipment Deductible: $1,000
Forestry Equipment Deductible: $5,000

Customer Service

If you have any questions or need additional details, see your Authorized Cat Dealer or call CISC toll free at **1-800-248-4228 option 2.**
You may also e-mail CISC at physicaldamage@cat.com.

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM RISK INSURANCE ACT OF 2002
(as extended by the Terrorism Risk Insurance Extension Act of 2005, as amended in 2007, as extended in 2015, and amended in 2019)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended defines in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended in 2019. However, your policy may contain other exclusions, which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced. The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is: $ 0.00.

APPLICATION FOR CIC PHYSICAL DAMAGE INSURANCE

Model #	Equipment Description	Serial #	VIN	State	Policy Limit (Value Including Total Tax)	Pymt Method-3 Total Premium	Pymt Method-1 Finance Pymt
1. 140-13AWD	Caterpillar Motor Grader	N9500304		CO	$292,000.00	$14,015.00	$267.64
1. 140-13AWD	Caterpillar Motor Grader	N9500261		CO	$270,000.00	$12,960.00	$247.49
1. 430F2ST	Caterpillar Backhoe Loader	HWE01001		CO	$80,000.00	$3,840.00	$73.33

Marsha Blaisdell

Marsha Blaisdell, Authorized Insurance Producer

Arranged by Caterpillar Insurance Services Corporation

I understand that the total insurance premium for 60 months will be $30,815.00, which is $6163.00 per year based upon the total equipment value of $642,000.00.

Method 1 ☐ I will finance the insurance premium, including finance charges, of $588.46 per scheduled equipment payment. The finance charge is calculated at 5.49% per annum on the total insurance premium covering the full term of the finance agreement. By choosing Method 1 and signing this document I am agreeing to finance the insurance along with the equipment payments with Caterpillar Financial Services Corporation.

Method 2 ☐ I desire coverage for an initial 12 month term. I will pay the $6163.00 premium and return the payment with the signed equipment documents. Please make check payable to Caterpillar Insurance Services Corp. and include Policy Number CIC - 70194887 on your check.

Method 3 ☐ I will pay the total premium and return the payment with the signed equipment documents. Please make check payable to Caterpillar Insurance Services Corp. and include Policy Number CIC - 70194887 on your check.

Method 4 ☒ I decline insurance through Caterpillar Insurance Company. I elect to obtain my own commercial insurance on the equipment shown from an agent or insurance company of my choice.

I understand that the quote I receive is not a binder of insurance. If I elect to obtain coverage from CIC, coverage will be effective in accordance with the terms and conditions of the issued Policy and that I may terminate the coverage at any time with advance written notice.

I acknowledge that I have been notified that, under the TERRORISM RISK INSURANCE ACT of 2002 (as extended by the Terrorism Risk Insurance Extension Act of 2019), any losses caused by certified acts of terrorism under my policy will result in coverage under my policy that will be partially reimbursed by the United States as outlined in the attached policyholder disclosure notification.

I also acknowledge I have been advised that, if I accept this insurance, an appointed licensed insurance producer may receive commission compensation.

Dealer Name: WAGNER EQUIPMENT CO.
Customer Name: TOWN OF EAGLE
Billing Address: P.O. BOX 609
EAGLE, CO 81631-0609

Please note: If you would like a no obligation quote on your additional equipment, call 1-800-248-4228 option 2.

Accepted By: [signature] Name (PRINT): Larry Pardee

Title: Town Manager Date: 10/14/2025

US CATERPILLAR INSURANCE COMPANY SELECTION FORM
Form No. CISCICSF-01/25

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Fraud Warning:

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Applicable in AL: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof.

Applicable in MD: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Applicable in AK: A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

Applicable in CA: For your protection, California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in DC: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Applicable in FL: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Applicable in HI: Intentionally or knowingly misrepresenting or concealing a material fact, opinion or intention to obtain coverage, benefits, recovery or compensation when presenting an application for the issuance or renewal of an insurance policy or when presenting a claim for the payment of a loss is a criminal offense punishable by fines or imprisonment, or both.

Applicable in ID: Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

Applicable in KS: Any person who commits a fraudulent insurance act is guilty of a crime and may be subject to restitution, fines, and confinement in prison. A fraudulent insurance act means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer or insurance agent or broker, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for insurance, or the rating of an insurance policy, or a claim for payment or other benefit under an insurance policy, which such person knows to contain materially false information concerning any material fact thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

Applicable in KY, NY, and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA, and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines, and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in NM: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

Applicable in OH: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Applicable in OK: WARNING – Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with a penalty of a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

INSURANCE SELECTION FORM- INSURANCE REQUIREMENTS

CAT Financial

Before funding your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company has a financial strength rating of at least A- from either A.M. Best, Moody's, S&P, Fitch or Kroll Bond Rating Agency ("KBRA").

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of $1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation designed specifically for those that purchase Cat® equipment. If a quote is not included in your document package, please contact your Cat dealer, call **1-800-248-4228**, or e-mail PhysicalDamage@cat.com.

Please complete this form to provide contact information for your liability coverage, as well as your physical damage coverage if you did not elect to arrange your physical damage coverage through Caterpillar Insurance Services Corporation.

Transaction Number: 001-70194887

Dealer Name: WAGNER EQUIPMENT CO.

Customer's Name: TOWN OF EAGLE

Address: P.O. BOX 609
EAGLE, CO 81631-0609

I have entered into the above agreement under which **I am responsible for providing insurance** against **ALL RISKS** of direct physical loss or damage for the replacement value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

See attached for additional equipment description

Insurance Agency: CIRSA
Insurance Agent's Name: Luke Driscoll

Street Address: 3665 Cherry Creek North Drive

City: Denver
State: CO
Zip: 80209

Agent's Phone Number: 720-605-4233
Fax Number: N/A
E-mail Address: luked@cirsa.org

TO CUSTOMER'S INSURANCE AGENT

Caterpillar Financial Services Corporation must be added as a Loss Payee for physical damage and as an Additional Insured for general liability for the equipment listed above:

[X] To my existing policy number(s) LIAB 01-2020, which now provide the coverage required, or

[ ] To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

Signature: [signature]

Name(Print): Rachel Tand

Title: Finance Director

Date: 10/14/2025

Form No. USINSUREOUTSIDE_0125 Dealer Code: E25Z
US Insurance Selection Form - Outside Carrier

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PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:

CATERPILLAR FINANCIAL SERVICES CORPORATION Attn: Document Services
2120 West End Avenue Nashville, TN 37203

PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE

Model #	Equipment Description	Serial #	VIN#	Policy Limit (Value Including Tax)
1. 140-13AWD	2019 Caterpillar Motor Grader	N9500304		$292,000.00
1. 140-13AWD	2019 Caterpillar Motor Grader	N9500261		$270,000.00
1. 430F2ST	2019 Caterpillar Backhoe Loader	HWE01001		$80,000.00

CUSTOMER INFORMATION VERIFICATION
Contract Number 001-70194887

CAT Financial

CUSTOMER INFORMATION | CHANGES TO CUSTOMER INFORMATION

		Changes
Customer Name:	TOWN OF EAGLE	
Physical Address:	200 BROADWAY	
	EAGLE, CO, 81631-5160	
Mailing Address:	P.O. BOX 609	
	EAGLE, CO, 81631-0609	
Equipment Location:	1050 CHAMBERS AVE.	
	EAGLE, CO, 81631	
Business Phone:	9703286354	
Mobile Phone:		
E-mail Address:	jill.kane@townofeagle.org	rachel.tand@townofeagle.org

The changes above apply to: ☐ **Current Request for financing** ☒ **All active contracts**

TAX INFORMATION

Tax Exempt** ~~Non-Exempt~~ Exempt

Asset outside the City limits Yes ______ No X

****A Tax Exemption Certificate is required for all tax exempt customer. If you are tax exempt – please enclose a current tax exemption certificate to be returned with your documents.***

AUTO PAY INFORMATION (Checking Account Information)

☒ **I decline** Auto Pay authorization at this time

☐ **I request and authorize Caterpillar** Financial Services Corporation ("Cat Financial") to begin debiting my account for the amounts due under the contract(s) indicated below, with debits made to my account and withdrawn by Cat Financial, provided my account has sufficient collected funds to pay the debit when presented. If my financial institution dishonors any debit for any reason, Cat Financial may issue another debit in substitution for the dishonored debit and will have no liability on account of a dishonored debit. I agree that Cat Financial's rights relating to each debit will be the same as if I had personally signed a check. I agree that I will be liable to make payment promptly, including any applicable late fees, if any debit is not paid, unless Cat Financial or its agents or affiliates are directly responsible for the nonpayment. I acknowledge that I may cancel this authorization at any time by written notice to Cat Financial, which notice will be effective 10 days after receipt; however, my cancellation of this authorization does not terminate, cancel or reduce my obligations under the contract(s). I understand that Cat Financial will not notify me in advance of any withdrawal and I agree to waive all pre-notification requirements in respect of all debits drawn under this authorization. Please use the information below to set up Auto Pay on:

Bank Name

Account Name (exactly as it appears on Check)

Routing Number

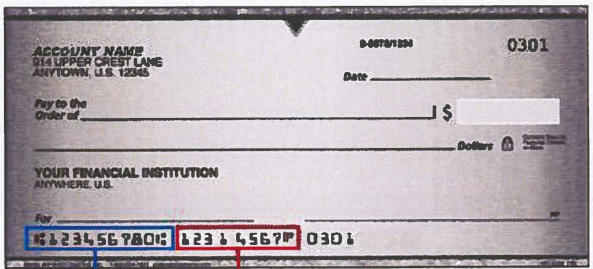
9 digits

Account Number

3-17 digits

Re-Enter Account Number

3-17 digits



Routing Number Account Number

CUSTOMER SIGNATURE

The information above has been reviewed and is accurate to the best of my knowledge. For a joint account, all account holders must sign if more than one signature is required on checks issued against the account.

Larry Pardee

Name Larry Pardee

Title Town Manager

For questions or assistance with Auto Pay, or for information about your account, please contact Customer Service, 1-800-651-0567.

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

A. Governmental Equipment Lease-Purchase Agreement. The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

B. Lessee's Authorizing Resolution. The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official **C. Verification of Insurance.** The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

D. Opinion of Counsel. An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

E. Form of 8038G or GC. Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than $100,000 Form 8038GC is filed with the IRS. If the original principal amount is $100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance. IRS Form 8038G http://www.irs.gov/pub/irs-pdf/f8038g.pdf

IRS Form 8038GC http://www.irs.gov/pub/irs-pdf/f8038gc.pdf

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

CAT Financial

WAGNER EQUIPMENT CO.
18000 E SMITH RD
AURORA, CO 80011-3511

Reference:

TOWN OF EAGLE

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT

SCHEDULE A to Governmental Lease
Contract Number 001-70194887

CAT Financial

This Schedule A forms part of the Governmental Lease between the parties named below for the Contract Number set out above.

1. PARTIES

LESSOR:

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE:

TOWN OF EAGLE
P.O. BOX 609
EAGLE, CO 81631-0609

2. EQUIPMENT DESCRIPTION SCHEDULE

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name	**SERIAL/VIN** Unique ID number for this Unit	**MONTHLY LEASE PAYMENT** This is due per period, as stated below in section 3.	**FINAL PAYMENT (OPTIONAL)** Payment at end of lease for purchase of Unit (see Section 3).	**MAX ANNUAL HOURS/MILEAGE** Maximum annual usage of Unit (see Return Agreement, if one is used for this transaction).	**DELIVERY/RENTAL CONVERSION DATE** Enter date machine was delivered to you, or ?Rental Conversion? if you were previously renting.
1 Used 2019 Caterpillar 140-13AWD Motor Grader	N9500304	SEE ATTACHMENT	$1.00	500	
1 Used 2019 Caterpillar 140-13AWD Motor Grader	N9500261	SEE ATTACHMENT	$1.00	500	
1 Used 2019 Caterpillar 430F2ST Backhoe Loader	HWE01001	SEE ATTACHMENT	$1.00	500	

3. ADDITIONAL COLLATERAL

None

SIGNATURES

LESSOR: **CATERPILLAR FINANCIAL SERVICES CORPORATION**

Signature ______________________

Name (Print) ______________________

Title ______________________

Date ______________________

LESSEE: **TOWN OF EAGLE**

Signature [signature]

Name (Print) Larry Pardee

Title Town Manager

Date 10/14/2025

Amendment to Governmental Equipment Lease-Purchase Agreement
Contract Number 001-70194887

CAT Financial

This Amendment (the "Amendment"), dated ________________ (the "Effective Date"), to the Governmental Equipment Lease-Purchase Agreement (the "Lease") for the Contract Number set out above is by and between the parties identified below.

PARTIES

LESSOR:

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37201

LESSEE:

TOWN OF EAGLE
P.O. Box 609
Eagle, CO 81631-0609

TERMS AND CONDITIONS

1. Capitalized terms used but not defined herein shall have the meaning given them in the Lease.
2. Except as provided herein, the Lease shall remain unchanged and in full force and effect in accordance with its terms. Any additional modifications are null and void unless approved in writing by you and us. Nothing herein shall be deemed to be a waiver or amendment of any other provision contained in the Lease or any of our rights or remedies under the Lease.
3. As of the Effective Date, the Lease is hereby amended as set forth below.

AMENDMENT

Section 10 of the Lease ("Indemnity") is hereby amended by adding the following sentence at the end of the paragraph: "By agreeing to this paragraph, you do not waive any rights under the Colorado Governmental Immunity Act, 24-10-101, et. Seq."

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature ______________________

Name (print) ______________________

Title ______________________

Date ______________________

TOWN OF EAGLE

Signature ______________________

Name (print) Larry Pardee

Title Town Manager

Date 10/14/2025

To:	Mayor Woods and Town Council
From:	Nikki Davis, Economic Development & Housing Specialist
Date:	February 24, 2026
Agenda Item:	Letter of Support Regarding Proposed Legislation Related to the Berlaimont Estates Development

---

REQUEST: The Mayor and Town Council are requested to review and approve a letter of support for forthcoming federal legislation introduced by Senator Michael Bennet related to access for the proposed Berlaimont Estates development.

BACKGROUND: In January 2026, Senator Bennet introduced an amendment to the Senate Interior Appropriations bill to prohibit the use of federal funds to open, improve, authorize, permit, or construct a year-round road on public land north of Edwards, Colorado. The amendment ultimately did not receive a vote. Senator Bennet has since introduced standalone legislation addressing the proposed Berlaimont Estates access road. The bill would:

- Prohibit the U.S. Forest Service from approving or issuing authorizations for a year-round paved road on identified federal lands within the White River National Forest;
- Prohibit the use of federal funds for such a road;
- Clarify that adequate access to the parcel is limited to the existing unpaved, seasonal road; and
- Direct the Secretary of Agriculture to pursue acquisition of the parcel from a willing seller, if feasible, in coordination with the State of Colorado, Eagle County, and local land trusts.

Senator Bennet's office is requesting letters of support from local municipalities in advance of the bill moving through Congress.

ANALYSIS: N/A

COMMUNITY INPUT: The proposed Berlaimont Estates development and associated access road have been the subject of significant community discussion for several years, particularly regarding impacts to winter wildlife habitat, wildfire risk, recreation, and use of federal lands.

BUDGET / STAFF IMPACT: None.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: N/A

RECOMMENDED ACTION OR PROPOSED MOTION: A motion to approve the Letter of Support Regarding Proposed Legislation Related to the Berlaimont Estates Development.

ATTACHMENTS:

- Letter of Support
- DRAFT Bill Text – Public Lands Stewardship and Public Benefits Act
- Press Release
- Vail Daily Coverage – January 15, 2026
- Vail Daily Coverage – January 20, 2026
- Vail Daily Coverage – January 27, 2026

Town of Eagle Town Council
200 Broadway, P.O. Box 609
Eagle, Colorado 81631

February 24, 2026

The Honorable Michael F. Bennet
United States Senate
261 Russell Senate Office Building
Washington, DC 20510

Dear Senator Bennet:

On behalf of the Town Council of Eagle, Colorado, we write to express our strong support for your Forest Resources Accountability Act and our opposition to the proposed Berlaimont Estates access road project to 19 luxury estates in the White River National Forest.

We agree with the concerns about the Forest Service's reduced staffing and capacity at a time when the agency is struggling to maintain trails, address wildfire risk, reduce hazardous fuels, and protect watersheds and wildlife habitat. Approving new year-round access to support residential development would also expand the wildland-urban interface and increase long-term federal firefighting obligations.

The White River National Forest is an important part of our Town's economy and way of life. Forest Service environmental analysis has identified risks associated with the Berlaimont access road, including fragmentation of important winter habitat for deer and elk, potential water quality impacts, and increased disturbance from expanded year-round human activity. We are concerned about diverting already very limited Forest Service resources from critical stewardship activities on the national forest, like wildfire mitigation and recreation management, to support a private, luxury project with well-documented impacts to our public lands.

For these reasons, the Town of Eagle opposes the Berlaimont development and associated road construction. Expanding permanent road infrastructure in designated winter range would place lasting pressure on public lands that support both regional ecosystems and local economic sustainability.

Your legislation appropriately prioritizes public benefit uses of National Forest lands while maintaining reasonable access to private inholdings. Limiting new permanent road construction in sensitive habitat, maintaining existing seasonal access, and encouraging voluntary acquisition of the parcel for conservation reflect a balanced approach to public lands stewardship.

Thank you for your continued leadership on issues that matter deeply to Eagle County and western Colorado. We appreciate your attention to this matter and stand ready to support your efforts as this legislation moves forward.

Sincerely,

Town of Eagle Town Council

____
Bryan Woods, Mayor

CC:
Jamie Woodworth Foral
Geoffrey Grimmer
Gina McCrackin
Scott Schreiner
Casey Glowacki
Andrew Atkins

S. __

To prohibit a road construction project in the White River National Forest in the State of Colorado, and for other purposes.

Mr. Bennet introduced the following bill; which was read twice and referred to the Committee on __________

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the "Public Lands Stewardship and Public Benefit Act~~North Edwards Winter Wildlife Protection Act~~".

SEC. 2. FINDINGS.

Congress finds that—

(1) Forest Service staffing decreased by 6,000 between January 20, 2025, and December 31, 2025;

(2) since January 20, 2025, the reduced staffing of the Forest Service has resulted in—

(A) 40 percent less hazardous fuels reduction projects nationwide;

(B) 22 percent less trails maintenance projects nationwide; and

(C) significant reductions to science and research that inform Forest Service management of timber, fire, recreation, wildlife, water, and natural resources on the 193,000,000 acres managed by the Forest Service;

(3) with limited staffing resources, the Forest Service must focus on projects that address public needs, including—

(A) wildfire risk reduction;

(B) forest treatments that reduce insect and disease infestation;

(C) improving recreation opportunities, including trail maintenance and permitting recreation trips;

(D) maintaining and improving drinking water resources;

(E) sustaining healthy wildlife populations and habitat; and

(F) ensuring scientifically sound stewardship of the health, diversity, and productivity of United States forests and grasslands to meet the needs of present and future generations;

~~(4) the deer and elk herds that rely on the land in the White River National Forest for winter habitat and calving grounds were historically among the largest in the State of Colorado;~~

~~(5) the carrying capacity of the land in the White River National Forest, particularly the ability to ensure effective reproduction and survival rates of young mule deer fawns and elk calves, has declined in recent decades due to—~~

~~(A) land development;~~

~~(B) fragmentation by roads, trails, and utility corridors;~~

~~(C) increased human activity; and~~

~~(D) the disruption of natural fire regimes;~~

~~(6) the increasing pressures of development, fragmentation, increased human activity, and fire suppression continue to adversely affect wildlife in the White River National Forest; and~~

~~(7) prohibiting the road construction project associated with the development of the Berlaimont Estates development proposal in the White River National Forest would help—~~

~~(A) protect key wildlife habitat;~~

~~(B) maintain local wildlife populations, including significant deer and elk herds;~~

~~(C) maintain and implement seasonal use restrictions to increase winter vitality and reproductive success of wildlife, including significant deer and elk herds;~~

~~(D) maintain watershed and ecological values;~~

~~(E) avoid significant new community wildfire risks and wildfire suppression costs; and~~

~~(F) protect existing public recreation opportunities and improve management of human activity and natural resources.~~

SEC. 3. PROHIBITION OF ROAD CONSTRUCTION PROJECT IN THE WHITE RIVER NATIONAL FOREST.

(a) Purpose.—The purpose of this section is to protect critical winter wildlife habitat in the Federal land.

(b) Definitions.—In this section:

(1) FEDERAL LAND.—The term “Federal land” means sections 16, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32, and 33 of T. 4 S., R. 82 W in the White River National Forest in the State of Colorado.

(2) PARCEL.—The term “parcel” means the 680-acre parcel described on page 1 of the record of decision, known as the Berlaimont Estates parcel.

(3) RECORD OF DECISION.—The term “record of decision” means the record of decision for the Berlaimont Estates Access Road, dated March 2023.

(4) SECRETARY.—The term “Secretary” means the Secretary of Agriculture.

(c) Adequate Access.—In providing adequate access to inholdings within the Federal land, the Secretary shall only provide access to reasonable and necessary routes that are—

(1) in existence as of the date of the record of decision;

(2) unpaved;

(3) seasonal; and

(4) limited to specific uses set forth in a special use permit that ensures the access remains subject to enforceable terms and conditions that will protect the National Forest System.

(d) Prohibition.—In order to minimize winter wildlife habitat fragmentation and disturbance to wintering wildlife populations on the Federal land, the Secretary shall not approve or issue any easement, special use authorization, or other authorization to open, improve, authorize, permit, construct, plan, or otherwise consider any utility corridor or year-round road described in the record of decision or any substantially similar road access project on the Federal land.

(e) Additional Prohibitions.—

(1) IN GENERAL.—No Federal funds may be used to open, improve, authorize, permit, construct, plan, or otherwise consider any easement, special use authorization, or other authorization allowing any utility corridor or year-round road to be located on the Federal land to access the parcel.

(2) EFFECT.—Nothing in this subsection prevents the use, in accordance with applicable laws and regulations, of any Forest Service road existing on the date of enactment of this Act by the Forest Service, any owner of the parcel, or the public.

(f) Land Acquisition From Willing Sellers.—

(1) IN GENERAL.—To the maximum extent practicable, the Secretary shall acquire, through purchase, exchange, or donation, from any willing seller, the parcel.

(2) COORDINATION.—In carrying out paragraph (1), the Secretary shall coordinate with the State of Colorado, Eagle County, and local land trusts to leverage non-Federal programs, authorities, and resources in the efforts to acquire the parcel.

(3) REPORT.—Not later than 180 days after the date of enactment of this Act, the Secretary shall submit a report describing the efforts of the Secretary, the owner of the parcel, and the entities described in paragraph (2) to—

(A) the Committee on Energy and Natural Resources of the Senate; and

(B) the Committee on Natural Resources of the House of Representatives.

(4) INCORPORATION OF LAND.—If the parcel is acquired by the Secretary, the parcel shall be incorporated into the White River National Forest and administered for the purposes of conservation of wildlife and the enjoyment of present and future generations.

To: Mayor and Town Council

From: Rachel Tand, Finance Director
Jill Kane, Accounting Manager

Date: February 24, 2026

Agenda Item: Resolution 11, Series 2026, "A Resolution of the Town Council of the Town of Eagle, Colorado, Amending the Town's 2026 Fee Schedule Pursuant to Section 2.34 of the Eagle Municipal Code to Update Water Plant Investment Fees"

REQUEST: Staff requests that Council review and approve the proposed amendments to the 2026 Fee Schedule and corresponding Resolution 11, Series 2026, which adjusts the Water Plant Investment Fees (PIF) for 2026.

INTRODUCTION: The Town's municipal fee schedule is reviewed annually as part of the year-end budget process. However, staff may propose adjustments outside of the annual review when specific circumstances arise that necessitate mid-year modifications.

ANALYSIS: During finalization of the 2026 Fee Schedule, staff inadvertently omitted the annual adjustments to the Water Plant Investment Fees for both in-town and out-of-town properties. These annual adjustments are recommended in the 2017 water rate model adopted by Council.

The 2017 study recommended Water PIF increases of 15% annually for years 2018–2022 and 3% annually for years 2023–2027.

Proposed Adjustments (3% increase):

- **Plant Investment Fee – Water (Per Equivalent Residential Unit – EQR), In-Town**
  Increase from $15,385.06 to $15,846.61
  (Increase of $461.55 per EQR)
- **Plant Investment Fee – Water (Per Equivalent Residential Unit – EQR), Out-of-Town**
  Increase from $23,077.58 to $23,769.90
  (Increase of $692.32 per EQR)

Scheduled capital projects for 2026 in the Water Fund total $2,972,500, and the adopted five-year Capital Improvement Plan totals $40,657,500. Notably, the Town has identified significantly more capital projects than were anticipated in the 2017 Water Rate Model. The 2017 rate study projected only $5,866,466 in total capital projects for the 2026–2030 period. The substantial increase in identified capital needs reinforces the importance of maintaining the scheduled PIF increases to support long-term infrastructure funding and system sustainability.

COMMUNITY INPUT: No community input has been received regarding these fee schedule adjustments.

BUDGET/STAFF IMPACT: The proposed rate adjustments increase:

- In-Town Water PIF by $461.55 per EQR
- Out-of-Town Water PIF by $692.32 per EQR

The Town collected approximately $3.2 million in Water Plant Investment Fees in 2025. Had the 3% increase been in place during 2025, and assuming similar construction activity, the Town would have collected approximately $98,000 in additional revenue.

For 2026, the Town is currently projecting $1,172,000 in Water Plant Investment Fee revenue. A 3% increase equates to approximately $35,160 in additional projected revenue.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: This fee adjustment is consistent with the Town's 2017 Water Rate Model and supports the Town's major objective of enhancing the economic resiliency of the organization. This action also advances the Town's guiding principles of sound planning and sustainable financial management by maintaining adequate resources, supporting reliable infrastructure, and ensuring sufficient funding to continue delivering high-quality utility services.

RECOMMENDED ACTION OR PROPOSED MOTION: Motion to **approve** or **deny** Resolution 11, Series 2026, "A Resolution of the Town Council of the Town of Eagle, Colorado, Amending the Town's 2026 Fee Schedule Pursuant to Section 2.34 of the Eagle Municipal Code to Update Water Plant Investment Fees."

ATTACHMENTS:

- Resolution 11, 2026 – Amending the 2026 Fee Schedule

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 11
(Series of 2026)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, AMENDING THE 2026 FEE SCHEDULE PURSUANT TO SECTION 2.34 OF THE EAGLE MUNICIPAL CODE TO UPDATE WATER PLANT INVESTMENT FEES

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, the Town Council finds it necessary to ensure that fees charged by the Town are reasonable, transparent, and sustainable to support the continued provision of quality services; and

WHEREAS, the Town adopted a 2017 water rate model that recommends a three percent (3%) increase to Water Plant Investment Fees in 2026; and

WHEREAS, The Town desires to amend the 2026 Fee Schedule accordingly.

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

Section 1. The 2026 Fee Schedule is hereby amended to reflect a three percent (3%) increase to Water Plant Investment Fees, as set forth below.

PUBLIC WORKS FEES				
FEE TYPE	FEE TITLE	2025 FEE	2026 FEE	2026 FEE (AMENDED)
PLANT INVESTMENT FEE-WATER	Water Per Equivalent Residential Unit (EQR) In Town	$ 15,385.06	$ 15,385.06	$ 15,846.61
PLANT INVESTMENT FEE-WATER	Water Per Equivalent Residential Unit (EQR) Out of Town	$ 23,077.58	$ 23,077.58	$ 23,769.90

Section 2. All other fees not specifically amended herein shall remain in full force and effect.

INTRODUCED, READ, PASSED, AND ADOPTED ON FEBRUARY 24, 2026.

TOWN OF EAGLE, COLORADO

By: ______________________________________
Bryan Woods, Mayor

ATTEST:

____
Camille Deering
Town Clerk

To: Mayor Woods and Town Council
From: Ryan Johnson, Town Engineer
Date: February 24, 2026
Agenda Item: Resolution 12, Series 2026 "A Resolution of the Town Council of the Town of Eagle, Colorado Authorizing the Mayor to execute the Construction Contract with 360 Civil Inc. for the Capitol Street Improvements Project"

REQUEST:
Staff requests the Council to authorize the Mayor to execute the Construction Contract with 360 Civil Inc. for construction of the Capitol Street Improvements Project.

BACKGROUND:
The Capitol Street Improvements Project is a comprehensive roadway and utility reconstruction extending from Grand Avenue to 5th Street. The project includes replacement of the existing undersized water main and installation of a new storm drainage system where none currently exists. In addition, the water main on 4th Street, between Howard Street and Broadway, will be replaced as part of this project.

Street improvements will include new paved parking areas, curb, and sidewalk along Capitol Street. Pedestrian safety enhancements, including curb extensions (bump-outs) and raised crosswalks, will be constructed to improve visibility and enhance traffic calming along the corridor. Additional project information and updates can be found on the Town's website here: Capitol Street Improvements | Town of Eagle, CO - Official Website

Staff advertised for bidders for the Capitol Street Improvements Project thru BidNet on January 12, 2026. The Town opened bids on February 13, 2026 and (5) bids were received:

1. Concrete Works of Colorado $5,168,013.45
2. Nottingham Excavating Inc. $3,790,276.00
3. 360 Civil Inc. $2,915,866.25
4. Schofield Excavation Inc. $3,373,666.60
5. Phoenix Industries Ltd. $3,492,863.01

The current allocated project budget is approximately $4,668,000 coming from budget line items 1054361, 5259774-522402, 5550711, 3151751-312602 and 3152771 per Table 1. The project budget was developed based on the Engineer's Opinion of Probable Cost (EOPC) of $4,615,462. The total estimated construction cost with award to the low bidder, 360 Civil Inc., is $3,214,903 and includes 10% contingency and $15,000 allowances each for design team construction administration and geotechnical testing services.

Table 1. 2026 Budget Line Items - Capitol Street Improvements Project		
Budget Number	Budget Name	Budget Amount
1054361	Streets	$ 380,000.00
5259774-522402	Water	$ 1,300,000.00
5550711	Stormwater	$ 250,000.00
3151751-312602	Broadband (Capital Improvement Fund)	$ 101,000.00
3152771	Capitol Improvement Fund	$ 2,637,000.00
	2026 Budget Available	**$ 4,668,000.00**

ANALYSIS:
The design team prepared an estimate for the project. The 360 Civil Inc. bid came in 33% lower than the estimate, thus the recommendation to approve the construction contract. 360 Civil Inc. is a local contractor based out of Gypsum and has successfully completed similar projects with the Town.

COMMUNITY INPUT:
Public works held open house events with the public at Town Hall on October 29, 2024 and June 18, 2025 during the design phase to receive input from residents on the proposed scope of work. A Town Council work session was conducted on February 4, 2025 followed by an updated design presentation to Town Council on July 22, 2025.

BUDGET/STAFF IMPACT:
As noted in the background section, the Town budgeted $4,668,000 in FY 2026 for constructing this project. The actual construction cost is anticipated to be $3,214,903.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:
This project aligns with the Town's 2024 Goals/Strategic Plan and Capital Improvements Plan of completing the Capitol Street Improvements Project and is consistent with the Strategic Plan Major Objective of Match Infrastructure To Quality Of Life.

RECOMMENDED ACTION OR PROPOSED MOTION:
Motion to approve: Resolution 12, Series 2026 "A Resolution of the Town Council of the Town of Eagle, Colorado Authorizing the Mayor to execute the Construction Contract with 360 Civil Inc. for the Capitol Street Improvements Project."

ATTACHMENTS:
- Resolution 12, Series 2026
- Construction Contract

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 12
(Series of 2026)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO AUTHORIZING THE MAYOR TO EXECUTE THE CONSTRUCTION CONTRACT WITH 360 CIVIL INC. FOR THE CAPITOL STREET IMPROVEMENTS PROJECT

WHEREAS, the Town of Eagle desires to contract with 360 Civil Inc. for the construction of the Town of Eagle Capitol Street improvements Project pursuant to the standard construction contract included with the invitation to bid on the terms and conditions set forth therein; and

WHEREAS, the Town identified the Capitol Street Improvements Project and appropriated funds during the development of the 2026 budget;

WHEREAS, 360 Civil Inc. agrees to perform such services on the terms and conditions set forth in the standard construction contract;

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

The Town Council approves authorizing the Mayor to execute the Construction Contract with 360 Civil Inc. for the amount of $ 2,927,866.25

The Town council approves 10% ($292,786.62) contingency on the construction contract that may be authorized during construction by the Town Engineer with change order/s to the contract.

INTRODUCED, READ, PASSED AND ADOPTED ON February 24, 2026.

TOWN OF EAGLE, COLORADO

____
Bryan Woods, Mayor

ATTEST:

____
Camille Deering, Town Clerk

2/20/2026

CONSTRUCTION CONTRACT AGREEMENT

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered into this **24th** day of **February, 2026** (the "Effective Date"), by and between the Town of Eagle, a Colorado home rule municipality with an address of P.O. Box 609, Eagle, Colorado 81631 (the "Town"), and **360 Civil, Inc,** an independent contractor with a principal place of business at PO Box 2247, Gypsum CO 81637 ("Contractor") (each a "Party" and collectively the "Parties").

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

I. SCOPE OF WORK

Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Work set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. No change to the Scope of Work, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the Town.

II. TERM AND TERMINATION

A. Contractor shall complete the Scope of Work on or before **September 18, 2026**.

a. All Work shall be completed and ready for final payment in accordance with the General Conditions on **November 16, 2026**.

B. This Contract shall terminate when all the work described in the Scope of Work is completed to the Town's satisfaction (final acceptance), or upon the Town's providing Contractor with 30 days advance written notice, whichever occurs first; provided that the indemnification and warranty provisions of this Contract shall survive termination.

III. COMPENSATION

Upon final acceptance by the Town of the work set forth in the Scope of Work, the Town shall pay Contractor an amount not to exceed **$ 2,927,866.25** (the "Contract Price"), subject to the requirements of C.R.S. § 38-26-107. If Contractor completes the Scope of Work for a lesser amount than the Contract Price, Contractor shall be paid the lesser amount.

IV. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Contract, all personnel assigned by Contractor to perform work under the terms of this Contract 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.

V. RESPONSIBILITY

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. The services performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with applicable laws, ordinances, rules and regulations. The Town's review, approval or acceptance of, or payment for any work shall not be construed as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract.

VI. OWNERSHIP

Any materials, items, and work specified in the Scope of Work, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Work constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VII. 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.

B. 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.

C. 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.

VIII. INDEMNIFICATION

A. 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 Contract, to the extent that such injury, loss or damage is attributable to 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 of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims, damages, losses, expenses or demands at the sole expense of Contractor, or at the option of the Town, Contractor agrees to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any such liability, claims, damages, losses, expenses or demands. Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent. This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent. Contractor's liability under this 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.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Contract, the extent of Contractor's obligation to defend, indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. KEEP JOBS IN COLORADO ACT

Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, *et seq.* (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules"), Contractor shall employ Colorado labor to perform at least 80% of the work under this Contract and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time of this Contract, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a *bona fide* qualification. A resident of the state of Colorado is a person with a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed $500,000 in the aggregate for any fiscal year.

X. WARRANTY

Contractor shall warrant and guarantee all materials furnished and work performed by Contractor under this Contract for a period of 2 years from the date of final acceptance by the Town. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Town, any portion of the work or materials that fails or is defective, unsound, unsatisfactory because of materials or workmanship, or that is not in conformity with the provisions of the Contract. The expiration of the warranty period 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.

XI. BONDS

Within 10 days of the date of this Contract, Contractor shall furnish a Payment and Performance Bond in the full amount of the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under this Contract, including the warranty. The bond shall remain in effect at least until 2 years after the date of final acceptance.

XII. LIQUIDATED DAMAGES

A. Because time is of the essence and delayed performance constitutes a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day that all of the work described in the Scope of Work is delayed beyond the deadline set forth in Section II hereof, Contractor shall be assessed the amount of $250 per day.

B. Allowing Contractor to continue and finish the Scope of Work or any part thereof after the deadline set forth in Section II hereof shall not operate as a waiver on the part of the Town of any of its rights under this Contract. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Scope of Work. Liquidated damages may be deducted from any payment due Contractor or any retainage held. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town within 30 days of notice thereof.

XIII. MISCELLANEOUS

A. *Governing Law and Venue*. This Contract 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. *Integration*. This Contract and any attached exhibits constitute the entire agreement between Contractor and the Town, superseding all prior oral or written communications.

C. *Third Parties*. There are no intended third-party beneficiaries to this Contract.

D. *Notice*. Any notice under this Contract 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 included on the first page of this Contract.

E. *Severability*. If any provision of this Contract 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.

F. *Modification*. This Contract may only be modified upon written agreement of the Parties.

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

H. *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 Contract, 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.

I. *Rights and Remedies*. Delays in enforcement or the waiver of any one or more defaults or breaches of this Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Contract. The rights and remedies of the Town under this Contract are in addition to any other rights and remedies provided by law. The expiration of this Contract 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.

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 or liability beyond the current fiscal year.

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

TOWN OF EAGLE, COLORADO

____
Bryan Woods, Mayor

ATTEST:

____
Camille Deering, Town Clerk

CONTRACTOR

By: ________________________________

STATE OF COLORADO)
) ss.
COUNTY OF ______________)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of __________, 20____, by __________________ as _______________ of _____________.

My commission expires:

(S E A L)

____
Notary Public

EXHIBIT A
SCOPE OF WORK

To: Mayor and Town Council
From: Melissa Daruna, Interim Town Manager
Date: February 24, 2026
Re: Town Manager Report

Administration and Organization Updates

Developer Meetings and Engagement – Over the last few weeks I've had the opportunity to connect with 5 of our local developers. Some of the discussions have been specific to projects while other conversations have centered around strategies to advance Eagle. I am truly grateful for the ideas, feedback and partnership approach to these discussions. I have also met with our staff across Public Works and Community Development multiple times to get a deeper understanding of their workload and process and strategize ways to move projects forward.

As a next step, I have proposed to the Mayor that staff create an outline of our development process – both for basic building permit applications as well more major land use developments or redevelopments. We will work to identify the areas where we tend to see challenges with capacity, code implications or other factors. Next, we would like to add the perspectives of our building and development community about what works well or does not work well for them in the process. Then, we recommend scheduling a work session with the Town Council to discuss the strategies for improvement. I believe this will dovetail nicely with strategic planning and the focus on economic development.

The Town is fortunate to have a hardworking, talented staff team and consultants we can rely on. We are also fortunate to have a strong interest in new and infill development across town, mostly from local developers. Staff are eager to find the right way to support this drive and volume of work to see projects that help achieve the Council's vision for the community come to fruition.

Department Support & Hiring – I continue to provide regular support the Assistant Town Manager team as well as the directors who report to the Town Manager. We have begun the initial review of Community Development Director applicants and the re-posted Building Official applicants. These are two critical positions that impact the notes, feedback and forward momentum mentioned above. We are also working hard to recruit for critical positions in Public Works ahead of the busy spring season.

Special Projects

Nogal Park Planning & Updates – We will be picking this project back up in March. With the design work complete, the next step is to work with the Eagle Villas ownership on collaboratively phasing and funding the park improvements. For reference, the Town has allocated $500,000 from the Sales Tax Capital Improvement Fund for this work. The park design and cost breakdown can be found here.

Pickleball at Town Park – I had a follow up discussion with County Manager Shroll about the potential for pickleball courts near the County building and Town Park. He was grateful for the Town's support in continuing to explore it. We are planning to connect with more facilities staff in the coming weeks to determine next steps. Staff are always grateful for the County's sensitivity to Town events and activities and Town Park, including the busy events season in the summer. We look forward to working with the County on future the redesign of the space that brings more amenities to park users.

Eagle River Park - The Eagle River Park Coalition hosted a meeting with Councilwoman McCrackin, myself and CPW to open a line of communication around potential River Park updates. The conversation was productive and CPW as grateful to be included early in the planning process. The Coalition is continuing to work on community engagement on improvement ideas as well as funding opportunities for design and implementation.

Strategic Planning

We are officially underway on our next strategic plan. Our consultant, Brian Pool, has started the background research on the Town, our plans, and our major projects. He will begin his direct outreach with Town Council members and staff next. Camille has sent a scheduling poll so we can set the dates for the planning retreat, and we are working to coordinate additional staff and stakeholder engagement in March.

We know strategic planning can be time intensive and involves a lot of information all at once. We appreciate Town Council's focus on this essential planning element early in the year. A clear strategic plan will give the whole organization strong direction and solid foundation from which to move forward for years to come.

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

WORK SESSIONS

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

Please note that we have added 2 work sessions specifically for discussing the 2027 budget to better suit the budget schedule. Council may elect to cancel the first work session in September and October if there are no additional topics to discuss.

WORK SESSIONS in 2026:

Date	Topic
January 6	*WUI Code Updates*
February 3, 2026	*Town of Eagle Organization & Operations*
March 3, 2026	Advisory Committees
April 7, 2026	Long-Range Planning (with P&Z)
May 5, 2026	TBD (suggested: development process review)
June 2, 2026	TBD
July 7, 2026	TBD
August 4, 2026	TBD
September 1, 2026	TBD
September 15, 2026 (3:30 – 5:30 p.m.)	2027 Budget
September 29, 2026 (3:30 – 5:30 p.m.)	2027 Budget
October 6, 2026	TBD
November 3, 2026	TBD
December 1, 2026	TBD

To:	Mayor and Town Council
From:	Rachel Tand, Finance Director
Date:	February 24, 2026
Re:	Q4 2025 - Budget to Actual Report and Revenue Analysis

This document provides a year-to-date (YTD) budget to actual revenue analysis, including narratives for significant budget to actual and year-over-year (YOY) variances. Please review the attached *Budget to Actual Report* alongside this document. For comparative purposes, the report includes YTD actuals through December 31 for both 2024 and 2025 as well as the final revised 2025 budget. The column showing *unearned* or *unexpended* amounts and percentages compares YTD collections or spending to the final revised budget.

Please note that 2025 financials are still in a draft state as the audit has not yet begun. Both revenues and expenditures will likely change, possibly significantly, from what is shown in this report before the final statements are issued later this spring.

A "significant variance" is defined as a variance greater than $15,000 and 10% over the prior year. However, if Council would like further detail on items below this threshold, staff will gladly provide it.

Townwide Interest Accounts – To avoid redundancy, this comment applies to interest accounts across all funds. The majority of the Town's funds are held in COLOTRUST. At the end of Q4 2025, the Townwide balance in COLOTRUST was approximately $66.8 million, compared to approximately $55.1 million at the end of Q4 2024. Interest rates have declined steadily over that same period, from 4.6% to the current rate of 3.9%.

Interest earnings for individual funds will vary based on both the interest rate and the specific fund balance throughout the quarter, which varies based on timing of project expenditures. For example, interest earnings in the Sales Tax Capital Improvement Fund (STCIF) were nearly zero in Q1 2025 until debt was issued and proceeds were received for the pool rebuild project, but they increased once funding was received.

General Fund

The General Fund has collected 102% of its budgeted revenues YTD, with revenue currently exceeding expenditures by $1,438,543, including all budgeted transfers. Actual revenue exceeded budget by $300,528, and actual expenditures were $922,079 less than budget, with the largest variances in Community Development due to vacancies and timing of planned software investments and Streets due to vacancies. We are still receiving and processing invoices for 2025, so 2025 General Fund expenditures will still increase.

Tax Revenue

- **Sales Tax** – Sales tax does not technically meet the definition of a "*significant variance*," but staff would like to highlight that YTD sales tax is up approximately 5% or $417K YOY. YTD collections are 101% of the annual budget. Although tourism plays an important role in the broader regional economy, Eagle's economy is primarily driven by year-round residents. Historically, our sales tax revenue has remained relatively stable, typically ranging between 24% and 26% per quarter.

- **Marijuana & Tobacco Sales Tax** – Going forward in 2026, with the passage of the tobacco flavor ban, we expect tobacco sales tax revenue to significantly decline, with the full impact yet to be determined.

License & Permit Revenue

- **Building Permits** – Building Permit revenue is up approximately $776K or 153% YOY. Building permit revenue fluctuates based on the timing and size of projects. We had several developments with larger dollar permits in 2025 versus 2024, particularly Hockett Gulch, and we also issued 288 total permits in 2025 versus 219 in 2024.

Intergovernmental Revenue

- **Grants** – Grant revenue has declined by approximately ($236K) or (61%) YOY. Grant revenue is typically one-time in nature, and timing of collections can vary depending on award schedules and when reimbursable requests are submitted and approved. 2024 Grant revenue included the 3rd Street Housing Project grant and an eBike grant. In 2025, we recorded revenue from the eBike Grant and the Affordable Housing Accelerator Project (AHAP) grant. The 2025 year-end grant reconciliation is not yet complete, and we may still record grant revenue earned by year-end that will be received in 2026.

Charges for Services

- **Planning & Zoning Fees** – P&Z Fees have increased by $15K or 164% YOY. These fees fluctuate based on development and are not consistent year over year.

- **Planning & Zoning Reimbursable** – Planning & Zoning Reimbursables are fees that are paid by the Town but then charged back to the customer. The revenue received in this account is offset by a corresponding expenditure paid by the Town. The year-end P&Z reconciliation is not yet complete, and additional reimbursement revenue will likely be recognized in 2025.

- **Real Estate Transfer Assessment Fees (RETA)** – RETAs are one-time fees collected by the Town upon the sale of certain properties within the Town of Eagle. To ensure compliance, Finance reviews the monthly "Town of Eagle Sales Report" from the County to verify that all eligible transfers have been captured and assessed. Per the applicable development agreements, the Town is authorized to collect RETAs for the following developments**:**
    - *Haymeadow – 0.60% (No maximum)*
    - *Red Mountain Ranch – 0.40% (No maximum)*
    - *Reserve at Hockett Gulch – 2% ($250,000 maximum assessment per transfer)*

  Beginning September 23, 2025, RETA funds received from Haymeadow are split 50% to the General Fund and 50% to the Open Space Fund. RETA funds from Red Mountain Ranch and Reserve at Hockett Gulch continue to be allocated 100% to the General Fund.

Fines & Forfeitures

- **Police Grants** – Police grants have increased by $277K YOY due to the SMART Policing Grant received and implemented in 2025. The final reimbursement for this grant has been recorded in 2025 and will be received in 2026.

Miscellaneous Revenue

- **Rental Income** – Rental income has increased approximately $32K YOY due to the addition of two new employee housing units, with ¼ of the available rooms rented as of 12/31/25.

- **Sale of Fixed Assets** – Sale of fixed assets is not a budgeted line item and is dependent on our ability to dispose of Town capital assets. In 2025, we traded in two Public Safety vehicles and disposed of four Public Works vehicles (privately sold via auction).

- **Insurance Proceeds** – Insurance proceeds are down YOY by approximately ($47K) or (81%). We had several larger claims in 2024 versus four smaller claims in 2025.

Capital Improvement Funds

Capital Improvements Fund – YTD 2025, the Capital Improvements Fund has collected 100% of its budgeted revenue. These revenues are typically one-time in nature and tied to the timing of specific projects. Year-end revenues exceed expenditures by $2,610,115.

- **Developer Contribution Grand Ave** – This fee is charged to developers based on their current or future impact on Grand Avenue. In 2025, we collected $480,000 from Haymeadow and $716,100 from Hockett Gulch, per their development agreements. In addition, we recorded $398,052 from Haymeadow for the fee settlement that included the purchase of two employee housing units. There were no collections in 2024.

- **Public Safety Impact Fees** – These fees are charged to developers, and we have collected $490,728 YTD from Hockett Gulch, the Gold Dust Fund development (1200 Capitol), and ANB Bank, a difference of $454K YOY.

- **Street Impact Fees** – These fees are charged to developers, and we have collected $290,445, a $273K YOY increase, from Abrika (Haymeadow), Hockett Gulch, the Gold Dust Fund development (1200 Capitol), and ANB Bank.

- **Use Tax** – In 2025, the Town collected $2,262,667 in use tax, an increase of $1.56M YOY. As mentioned previously, we issued **69 more permits** in 2025 than in 2024, with a total valuation increase of more than **$84.5 million** (from $47.1 million in 2024 to $131.6 million in 2025). About 62% of the 2025 valuation comes from commercial new and alteration projects with the remaining 38% coming from residential new and alteration projects and one stop projects (both commercial and residential). Use tax for a single-family home can range from $30,000 to $50,000, depending on the scope and valuation.

- **Grants** – The Town had budgeted $505,000 for 2025 grants for Sylvan Lake Road, and a police equipment grant that have not yet been recorded. The 2025 year-end grant reconciliation is in process.

- **Sale of Fixed Assets** – The Town sold Old Town Hall in 2025 and recorded sale proceeds of $560,000.

Sales Tax Capital Improvement Fund (STCIF) – YTD 2025, the STCIF has collected 95% of its budgeted revenues, and revenue exceeds expenditures by $3,020,802, primarily due to the pool project debt proceeds that were received ($8.8 million in debt proceeds and $379K in debt premiums).

- **Grants** – Grant revenue YTD 2025 is $0 compared to $1,687,797 in 2024 due to ARPA funds collected in 2024 that are now complete. The Town had budgeted $730,000 for grants in 2025 for Bike Park, BMX Park, Pool Rebuild, and Skate Park expenditures that have not yet been billed or recorded.

- **Mountain Rec Capital Funds** – This was a one-time investment of funds for the pool project, and we will no longer be receiving this revenue.

- **Mountain Rec Debt Service Match** – This will be received semiannually from Mountain Rec going forward to fund their contribution toward the debt service payment on the Pool COP funds.

Special Revenue Funds

Conservation Trust Fund (CTF) – YTD 2025, the Conservation Trust Fund has collected 105% of its budgeted revenue. While revenues from this fund are generally stable, they may fluctuate throughout the year based on lottery ticket sales. No billable work has been completed toward the Haymaker trailhead pit toilet as of 12/31/25, so those expenditures will be recorded in 2026. No revenue variances exceeded the threshold for additional comment.

Disposable Bage Fee Fund – The Disposable Bag Fee Fund was established in 2024 to manage fees collected under the Colorado Plastic Pollution Reduction Act (HB 21-1162). Under this legislation, retailers retain $0.04 per bag, and the remaining $0.06 is remitted to the Town. In 2025, the Town collected 105% of the budget due to fees received in excess of budget. No revenue variances exceeded the threshold for additional comment. Expenditures exceeded revenue due to planned expenditures for community recycling events.

Exterior Energy Offset Program Fund (EEOP) – The Exterior Energy Offset Program Fund (EEOP) was established in 2024 following the Town's adoption of the 2021 International Energy Conservation Code in 2023. This fund tracks fee-in-lieu revenues collected from residential, commercial, and governmental projects that use exterior energy sources emitting greenhouse gases without onsite renewable energy offsets, as calculated by the EEOP tool. These revenues are expected to be one-time and irregular, as property owners have the option to install qualifying energy offsets in lieu of paying the fee. The Town collected $30,154 of these fees in 2025. No revenue variances exceeded the threshold for additional comment.

Open Space Fund – YTD 2025, the Open Space Fund has collected 108% of budgeted lodging tax revenues and 104% of total budgeted revenues. Year-end revenue currently exceeds expenditures by $432,978 due to planned capital expenditures not being completed by year-end, as well as vacancy savings.

- **Developer Contribution** – In 2025, the Town received a total of $369,660 from Hockett Gulch, $76K as a developer contribution and $294K as a wildlife mitigation fee that will be restricted for specific use. Prior year developer contributions were $0.

- **Intergovernmental Contribution** – In 2024, the Town received a $35,000 contribution from Eagle Ranch for wildlife signage that did not reoccur in 2025.

- **Real Estate Transfer Assessment Fees (RETA)** – RETAs are one-time fees collected by the Town upon the sale of certain properties within the Town of Eagle. To ensure compliance, Finance reviews the monthly "Town of Eagle Sales Report" from the County to verify that all eligible transfers have been captured and assessed. Per the applicable development agreements, the Town is authorized to collect RETAs for the following developments**:**
  - *Haymeadow – 0.60% (No maximum)*
  - *Red Mountain Ranch – 0.40% (No maximum)*
  - *Reserve at Hockett Gulch – 2% ($250,000 maximum assessment per transfer)*

  Beginning September 23, 2025, RETA funds received from Haymeadow are split 50% to the General Fund and 50% to the Open Space Fund. RETA funds from Red Mountain Ranch and Reserve at Hockett Gulch continue to be allocated 100% to the General Fund.

Downtown Development Authority Fund (DDA) – YTD 2025, the DDA Fund has collected 63% of budgeted revenues. Currently, expenditures exceed revenues by ($7,206) due to grant funding not yet recorded for 2025.

- **TIF Property Taxes** – TIF property taxes have increase YOY by 62% or $16,113.

- **Grants** – Grant revenue has increased YOY by $34,114 due to the Downtown Investment Program REDI Grant received this year. The Town budgeted $80,000 in total 2025 grants but has not yet recorded revenue for the remainder of the REDI grant. 2025 year-end grant reconciliation is in process.

Enterprise Funds

Wastewater Fund – The Wastewater Fund has collected 107% of its budgeted revenues YTD 2025, with revenues exceeding expenditures by $3,439,738. We are significantly under budgeted expenditures due to the timing of planned capital project expenditures.

- **Wastewater Sales** – Sales are currently at 102% of the annual budget and reflect a 13% YOY increase. Approximately 3% of this increase is attributable to the year-over-year rate increase. The remaining increase is primarily due to growth in the number of new wastewater accounts. A significant portion of this growth comes from the addition of the Hockett Gulch development and the Mt. Hope project properties, both of which are now online but were not active for part of 2024.

- **Plant Investment Fees (Tap Fees)** – Tap fees are assessed on development and have increased by $2,425,856 YOY, primarily due to Epoch Properties / Hockett Gulch.

- **Grants** – The Town received solar grant funds in 2024 that did not recur in 2025.

Water Fund – The Water Fund has collected 108% of its budgeted revenues YTD 2025, with expenditures exceeding revenues by ($457,316) due to planned capital project expenditures. We are significantly under budgeted expenditures due to the timing of capital project expenditures.

- **Water Sales – In Town** – In-town water sales are currently at 102% of the annual budget and reflect a 12% YOY increase. Approximately 3% of this increase is attributable to the year-over-year rate increase. The remaining increase is primarily due to growth in the number of water accounts and base fee charges for those accounts. A significant portion of this growth comes from the addition of the Hockett Gulch development and the Mt. Hope project properties, both of which are now online but were not active for part of 2024.

- **Water Sales – Out of Town** – Out of Town water sales are currently at 108% of the annual budget and reflect a 12% YOY increase. Approximately 3% of this increase is attributable to the year-over-year rate increase. The remaining increase is primarily due to growth in the number of water accounts and base fee charges for those accounts.

- **Water Materials & Other** – This revenue correlates to new accounts being setup and has increased $94K or 458% YOY.

- **Plant Investment Fees (Tap Fees)** – This revenue source is primarily driven by new construction projects and can fluctuate significantly depending on project timelines. In 2025, the Town collected $3,277,251 in water plant investment (tap) fees versus $670,860 in 2024, a $2.6M increase. We have issued 12 more new residential build permits in 2025 than 2024 and 17 more new commercial build permits. In addition, the fee for a residential PIF has increased by 3% over 2024 via Fee Schedule Amendment**.**

- **Water Rights** – This one-time revenue is not consistent YOY. 2025 water rights were paid by the Gold Dust Fund (1200 Capitol).

- **Grants** – The Town received solar grant funds in 2024 that did not recur in 2025.

Refuse Fund – The Refuse Fund has collected 104% of its budgeted revenues YTD 2025, with revenues exceeding expenditures by $80,388, primarily due to the timing of payments to Vail Honeywagon. The trash fee increase reflects the 1.9% CPI adjustment, along with modest growth. Unlike water and wastewater revenues, refuse revenue has not seen the same level of increase, as the Hockett Gulch and Mount Hope developments, due to their size as multi-family projects, do not utilize the Town's trash service. There are no revenue variances that exceed the threshold for additional comments.

Stormwater Fund – The Stormwater Fund has collected 102% of its budgeted revenues YTD 2025, with revenues exceeding expenditures by $87,276. Stormwater fee payments are generally stable, with approximately 25% received each quarter. Unlike water and wastewater fees, which are charged per unit, stormwater fees are charged per account. As a result, the Stormwater Fund has not seen the same level of increase from the Hockett Gulch and Mount Hope developments. Aside from miscellaneous repairs and maintenance, the Town is intentionally setting aside funds to support future stormwater system improvements associated with the Grand Avenue project. There are no revenue variances exceeding the threshold for additional comment.

Broadband Fund – The Broadband Fund has collected 98% of its budgeted revenues YTD 2025, with revenues exceeding expenditures by $26,834. The Town is now able to perform its own installations with the hiring of McLaren Smith, allowing us to charge customers a more affordable rate. IT is still working with Aspen Wireless to fully reconcile all fees from 2025.

- **Broadband Fees – Residential In Town** – These fees have increased $21,391 or 29% YOY. This increase is in line with staff expectations for the year based on consistently increasing installations.

TOWN OF EAGLE - GENERAL FUND

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET - DRAFT UNAUDITED
FOR THE PERIOD ENDING DECEMBER 31, 2025

	ADJUSTED ACTUAL 12/31/24	ADJUSTED ACTUAL 12/31/25	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
TAX REVENUE						
General Property Tax	$ 578,083	$ 561,094	97%	$ 561,000	$ (94)	100%
Specific Ownership	26,958	27,856	103%	25,000	(2,856)	111%
Sales Tax	8,399,949	8,816,936	105%	8,700,000	(116,936)	101%
Marijuana & Tobacco Sales Tax	848,220	906,685	107%	950,000	43,315	95%
Severance Tax	53	63	119%	63	0	100%
Federal Mineral Tax	517	605	117%	605	0	100%
Franchise Fees	239,657	258,046	108%	240,000	(18,046)	108%
Marketing Lodging Tax	248,562	264,882	107%	245,000	(19,882)	108%
TOTAL TAX REVENUE	$ 10,341,999	$ 10,836,166	105%	$ 10,721,668	$ (114,498)	101%
LICENSE & PERMIT REVENUE						
Business Licenses	$ 41,145	$ 40,470	98%	$ 40,000	$ (470)	101%
Liquor Licenses	9,410	10,418	111%	9,500	(918)	110%
Tobacco & Marijuana Licenses	3,750	4,000	107%	3,000	(1,000)	133%
Building Permits	507,103	1,283,399	253%	1,000,000	(283,399)	128%
Electrical Permits	6,591	52	1%	-	(52)	-
Road Cut Permits	3,960	7,102	179%	7,100	(2)	100%
Sign Permits	850	800	94%	800	-	100%
Special Event Permits	939	25	3%	800	775	3%
TOTAL LICENSE & PERMIT REVENUE	$ 573,748	$ 1,346,265	235%	$ 1,061,200	$ (285,065)	127%
INTERGOVERNMENTAL REVENUE						
Motor Vehicle License Fee	$ 32,712	$ 33,479	102%	$ 32,000	$ (1,479)	105%
Highway Users Tax	313,867	319,678	102%	300,000	(19,678)	107%
Road & Bridge Fund	170,526	165,453	97%	165,000	(453)	100%
County Sales Tax	286,513	296,929	104%	284,000	(12,929)	105%
Grants	386,166	150,404	39%	200,000	49,596	75%
Intergovernmental Contributions	70,386	72,498	103%	72,498	0	100%
TOTAL INTERGOVERNMENTAL REVENUE	$ 1,260,170	$ 1,038,440	82%	$ 1,053,498	$ 15,058	99%
CHARGES FOR SERVICES						
Planning & Zoning Fees	$ 9,291	$ 24,525	264%	$ 29,410	$ 4,885	83%
Planning & Zoning Reimbursable	215,581	138,986	64%	275,000	136,014	51%
Facility Usage Fees	78,723	81,539	104%	75,000	(6,539)	109%
Facility Usage Deposits	3,939	4,280	109%	2,300	(1,980)	186%
Sponsorship & Event Revenue	7,700	5,575	72%	15,000	9,425	37%
Broadband Service Fees	32,040	28,660	89%	32,000	3,340	90%
Real Estate Transfer Fee	69,577	187,060	269%	180,000	(7,060)	104%
TOTAL CHARGES FOR SERVICES	$ 416,851	$ 470,626	113%	$ 608,710	$ 138,084	77%
FINES & FORFEITURES						
Fines & Forfeits	$ 29,271	$ 21,890	75%	$ 20,000	$ (1,890)	109%
Police Surcharge	3,294	2,410	73%	2,100	(310)	115%
Police Miscellaneous	6,110	2,833	46%	2,000	(833)	142%
Police Grants	134,215	411,291	306%	402,800	(8,491)	102%
Special Duty Reimbursable	25,849	20,639	80%	35,000	14,361	59%
Charitable Organization Fee	-	-	-	-	-	-
TOTAL FINES & FORFEITURES	$ 198,739	$ 459,064	231%	$ 461,900	$ 2,836	99%
MISCELLANEOUS REVENUE						
Interest & Penalties Total	$ 483,090	$ 331,277	69%	$ 292,999	$ (38,278)	113%
Contributions & Donations	1,000	4,500	450%	4,500	-	100%
Information Center Total	-	-	-	-	-	-
Rental Income	26,285	58,515	223%	62,440	3,925	94%
Sales of Fixed Assets	-	81,623	-	71,000	(10,623)	115%
Insurance Proceeds	58,131	11,089	19%	5,017	(6,072)	221%
Other Grants	-	-	-	-	-	-
Fee in Lieu - LERP	-	-	-	-	-	-
Other Miscellaneous Revenue	18,449	23,578	128%	19,139	(4,439)	123%

TOWN OF EAGLE - GENERAL FUND

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET - DRAFT UNAUDITED
FOR THE PERIOD ENDING DECEMBER 31, 2025

	ADJUSTED ACTUAL 12/31/24	ADJUSTED ACTUAL 12/31/25	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
TOTAL MISCELLANEOUS REVENUE	$ 586,954	$ 510,580	87%	$ 455,095	$ (55,485)	112%
TRANSFERS FROM OTHER FUNDS						
Water Fund - Computer Support	$ 66,116	69,632	105%	$ 69,632	$ -	100%
Wastewater Fund - Computer Support	47,797	49,426	103%	49,426	-	100%
Capital Improvements Fund (Devolution)	-	-	-	-	-	-
Refuse Fund	16,000	14,000	88%	14,000	-	100%
Broadband Fund - Computer Support	-	2,833	-	2,833	-	100%
Bag Fee Fund	-	6,458	-	5,000	(1,458)	129%
EEOP Fund	-	-	-	-	-	-
Open Space Fund - Computer Support	12,226	16,782	137%	16,782	-	100%
TOTAL TRANSFERS FROM OTHER FUNDS	$ 142,139	$ 159,131	112%	$ 157,673	$ (1,458)	101%
TOTAL GENERAL FUND REVENUES	$ 13,520,600	$ 14,820,272	110%	$ 14,519,744	$ (300,528)	102%
EXPENDITURES						
TOWN COUNCIL	$ 148,203	$ 98,176	66%	$ 127,167	$ 28,991	77%
GENERAL GOVERNMENT	1,217,235	648,436	53%	673,131	24,695	96%
GENERAL ADMINISTRATION	943,581	1,019,183	108%	1,025,054	5,871	99%
COMMUNITY DEVELOPMENT	1,199,627	1,325,185	110%	1,550,605	225,420	85%
MUNICIPAL COURT	90,740	81,656	90%	114,350	32,694	71%
STREETS	2,083,333	1,670,763	80%	2,009,776	339,013	83%
PUBLIC SAFETY	3,277,520	3,706,506	113%	3,717,762	11,256	100%
BUILDINGS & GROUNDS	1,171,856	1,139,266	97%	1,156,802	17,536	98%
INFORMATION CENTER	25,599	26,069	102%	27,069	1,000	96%
EVENTS	438,744	425,063	97%	437,644	12,581	97%
ENGINEERING	360,877	433,771	120%	457,566	23,795	95%
INFORMATION TECHNOLOGY	691,686	711,600	103%	831,856	120,256	86%
COMMUNICATIONS & MARKETING	137,519	77,370	56%	98,388	21,018	79%
SUSTAINABILITY	-	199,150	-	204,885	5,735	97%
ECONCOMIC DEVELOPMENT & HOUSING	-	222,038	-	274,254	52,216	81%
TRANSFERS TO OTHER FUNDS	2,336,606	1,597,500	68%	1,597,500	-	100%
TOTAL GENERAL FUND EXPENDITURES	$ 14,123,126	$ 13,381,730	95%	$ 14,303,809	$ 922,079	94%
NET REVENUE OVER (UNDER) EXPENDITURES	**$ (602,526)**	**$ 1,438,543**	**239%**	**$ 215,935**	**$ (1,222,608)**	**666%**

TOWN OF EAGLE - CAPITAL IMPROVEMENTS FUND (CIF)

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET - DRAFT UNAUDITED
FOR THE PERIOD ENDING DECEMBER 31, 2025

	ADJUSTED ACTUAL 12/31/24	ADJUSTED ACTUAL 12/31/25	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
Capital Improvements Interest	$ 679,838	$ 564,255	83%	$ 550,000	$ (14,255)	103%
Community Enhancement Interest	2,182	-	0%	-	-	-
Devolution & Transportation Interest	97,086	83,232	86%	84,000	768	99%
Community Enhancement Fund	53,126	58,588	110%	53,500	(5,088)	110%
Developer Contribution - Grand Avenue	-	1,594,152	-	1,486,352	(107,800)	107%
Public Safety Impact Fees	36,875	490,728	1331%	502,967	12,239	98%
Street Impact Fees	17,886	290,445	1624%	253,917	(36,528)	114%
Use Tax	700,909	2,262,667	323%	1,887,256	(375,411)	120%
Grants	-	-	-	505,000	505,000	0%
Sale of Fixed Assets	-	560,000	-	560,000	-	100%
Transfer From General Fund - Grand Ave	1,500,000	955,000	64%	955,000	-	100%
Transfer From General Fund - Other	666,275	500,000	75%	500,000	-	100%
Transfer From Open Space	-	-	-	-	-	-
Transfer From STCIF	250,000	250,000	100%	250,000	-	100%
TOTAL CAPITAL IMPROVEMENTS FUND REVENUE	$ 4,004,177	$ 7,609,068	190%	$ 7,587,992	$ (21,076)	100%
EXPENDITURES						-
TOTAL CAPITAL IMPROVEMENT FUND EXPENDITURES	$ 4,228,909	$ 4,940,365	117%	$ 5,699,892	$ 759,527	87%
NET REVENUE OVER (UNDER) EXPENDITURES	**$ (224,732)**	**$ 2,668,703**	**1188%**	**$ 1,888,101**	**$ (780,602)**	**141%**

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

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET - DRAFT UNAUDITED
FOR THE PERIOD ENDING DECEMBER 31, 2025

	ADJUSTED ACTUAL 12/31/24	ADJUSTED ACTUAL 12/31/25	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
Sales Tax	$ 1,049,994	$ 1,102,117	105%	$ 1,059,000	$ (43,117)	104%
Grants	1,687,797	-	0%	730,000	730,000	0%
Mountain Rec Capital Funds	2,125,000	-	0%	-	-	-
Mountain Rec Debt Service Match	-	215,254	-	215,254	0	100%
Interest - ColoTrust	138,244	96,329	70%	55,000	(41,329)	175%
ColoTrust Interest - Project Fund	-	55,456	-	-	(55,456)	-
Contributions & Donations	-	500	-	-	(500)	-
Debt Proceeds	-	8,805,000	-	8,805,000	-	100%
Debt Premium		378,947	-	378,947	(0)	100%
Miscellaneous Revenue	-	-	-	-	-	-
TOTAL STCIF REVENUE	$ 5,001,034	$ 10,653,602	213%	$ 11,243,201	$ 589,599	95%
EXPENDITURES						
TOTAL STCIF EXPENDITURES	$ 7,547,732	$ 7,632,801	101%	$ 9,151,031	$ 1,518,230	83%
NET REVENUE OVER (UNDER) EXPENDITURES	**$ (2,546,698)**	**$ 3,020,802**	**119%**	**$ 2,092,170**	**$ (928,632)**	**144%**

TOWN OF EAGLE - SPECIAL REVENUE FUNDS - CONSERVATION TRUST FUND

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET - DRAFT UNAUDITED
FOR THE PERIOD ENDING DECEMBER 31, 2025

	ADJUSTED ACTUAL 12/31/24	ADJUSTED ACTUAL 12/31/25	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
Lottery Proceeds	$ 45,999	$ 44,070	96%	$ 42,000	$ (2,070)	105%
Conservation Trust Interest	12,237	12,388	101%	12,000	(388)	103%
TOTAL CONSERVATION TRUST FUND REVENUE	$ 58,235	$ 56,459	97%	$ 54,000	$ (2,459)	105%
EXPENDITURES						
TOTAL CONSERVATION TRUST FUND EXPENDITURES	$ -	$ -	-	$ 110,000	$ 110,000	0%
NET REVENUE OVER (UNDER) EXPENDITURES	**$ 58,235**	**$ 56,459**	**97%**	**$ (56,000)**	**$ (112,459)**	**-101%**

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

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET - DRAFT UNAUDITED
FOR THE PERIOD ENDING DECEMBER 31, 2025

	ADJUSTED ACTUAL 12/31/24	ADJUSTED ACTUAL 12/31/25	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
Disposable Bag Fee	$ 13,371	$ 10,734	80%	$ 10,200	$ (534)	105%
Transfer from General Fund	20,331	-	0%	-	-	-
TOTAL BAG FEE FUND REVENUE	$ 33,702	$ 10,734	32%	$ 10,200	$ (534)	105%
EXPENDITURES						
TOTAL BAG FEE FUND EXPENDITURES	$ -	$ 10,476	-	$ 10,476	$ 0	100%
NET REVENUE OVER (UNDER) EXPENDITURES	**$ 33,702**	**$ 258**	**1%**	**$ (276)**	**$ (534)**	**-93%**

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

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET - DRAFT UNAUDITED
FOR THE PERIOD ENDING DECEMBER 31, 2025

	ADJUSTED ACTUAL 12/31/24	ADJUSTED ACTUAL 12/31/25	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
Exterior Energy Offset Program	$ 29,214	$ 30,154	103%	$ 20,197	$ (9,957)	149%
Transfer from General Fund	-	-	-	-	-	-
TOTAL EEOP FUND REVENUE	$ 29,214	$ 30,154	103%	$ 20,197	$ (9,957)	149%
EXPENDITURES						
TOTAL EEOP FUND EXPENDITURES	$ -	$ 29,000	-	$ 29,000	$ -	100%
NET REVENUE OVER (UNDER) EXPENDITURES	**$ 29,214**	**$ 1,154**	**4%**	**$ (8,803)**	**$ (9,957)**	**-13%**

TOWN OF EAGLE - SPECIAL REVENUE FUNDS - OPEN SPACE FUND

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET - DRAFT UNAUDITED
FOR THE PERIOD ENDING DECEMBER 31, 2025

	ADJUSTED ACTUAL 12/31/24	ADJUSTED ACTUAL 12/31/25	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
Lodging Tax	$ 248,562	$ 264,882	107%	$ 245,000	$ (19,882)	108%
Penalty & Interest	174	1,772	1018%	1,700	(72)	104%
Open Space Interest	47,354	42,075	89%	37,000	(5,075)	114%
Usage Fees	-	-	-	-	-	-
Open Space - Clean Up	-	-	-	-	-	-
Grants	9,717	1,000	10%	5,283	4,283	19%
Developer Contribution	-	369,660	-	-	(369,660)	-
Intergovernmental Contribution	35,000	-	0%	369,660	369,660	0%
Real Estate Transfer Fee	-	7,381	-	-	(7,381)	-
Miscellaneous	-	-	-	-	-	-
Transfer From General Fund	150,000	142,500	95%	142,500	-	100%
TOTAL OPEN SPACE FUND REVENUE	$ 490,807	$ 829,270	169%	$ 801,143	$ (28,126)	104%
EXPENDITURES						
TOTAL OPEN SPACE FUND EXPENDITURES	$ 460,544	$ 375,735	82%	$ 438,325	$ 62,590	86%
NET REVENUE OVER (UNDER) EXPENDITURES	**$ 30,263**	**$ 453,535**	**1499%**	**$ 362,818**	**$ (90,717)**	**125%**

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

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET - DRAFT UNAUDITED
FOR THE PERIOD ENDING DECEMBER 31, 2025

	ADJUSTED ACTUAL 12/31/24	ADJUSTED ACTUAL 12/31/25	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
TIF PROPERTY TAXES	$ 26,073	$ 42,185	162%	$ 42,000	$ (185)	100%
GRANTS	-	34,114		80,000	45,886	43%
DDA INTEREST	2,573	2,435	95%	2,500	65	97%
MISCELLANEOUS	-	-	-	-	-	-
TRANSFER FROM GENERAL FUND	-	-	-	-	-	-
TOTAL DDA FUND REVENUE	$ 28,645	$ 78,734	275%	$ 124,500	$ 45,766	63%
EXPENDITURES						
TOTAL DDA FUND EXPENDITURES	$ 28,495	$ 85,940	302%	$ 120,925	$ 34,985	71%
NET REVENUE OVER (UNDER) EXPENDITURES	**$ 150**	**$ (7,206)**	**-4797%**	**$ 3,575**	**$ 10,781**	**-202%**

TOWN OF EAGLE - ENTERPRISE FUNDS - WASTEWATER FUND

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET - DRAFT UNAUDITED
FOR THE PERIOD ENDING DECEMBER 31, 2025

	ADJUSTED ACTUAL 12/31/24	ADJUSTED ACTUAL 12/31/25	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
Wastewater Sales	$ 3,156,240	$ 3,559,752	113%	$ 3,500,000	$ (59,752)	102%
Plant Investment Fees (Tap Fees)	354,164	2,780,020	785%	2,452,020	(328,000)	113%
Wastewater Interest	614,415	497,925	81%	440,000	(57,925)	113%
Grants	604,707					
Premium Accretion	23,528					
Miscellaneous	3,228	-	0%	-	-	-
Refinancing Credit 1997 Bond	58,021					
Insurance Proceeds	-	-	-	-	-	-
TOTAL WASTEWATER FUND REVENUE	$ 4,814,303	$ 6,837,697	142%	$ 6,392,020	$ (445,677)	107%
EXPENDITURES						
TOTAL WASTEWATER FUND EXPENDITURES	$ 2,712,366	$ 3,397,959	125%	$ 5,116,153	$ 1,718,194	66%
NET REVENUE OVER (UNDER) EXPENDITURES	**$ 2,101,937**	**$ 3,439,738**	**164%**	**$ 1,275,867**	**$ (2,163,871)**	**270%**

TOWN OF EAGLE - ENTERPRISE FUNDS - WATER FUND

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET - DRAFT UNAUDITED
FOR THE PERIOD ENDING DECEMBER 31, 2025

	ADJUSTED ACTUAL 12/31/24	ADJUSTED ACTUAL 12/31/25	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
Debt Service Surcharge	$ 478,428	$ 479,311	100%	$ 476,000	$ (3,311)	101%
Water Sales - In Town	3,658,354	4,099,792	112%	4,000,000	(99,792)	102%
Water Sales - Out Of Town	526,898	589,146	112%	545,000	(44,146)	108%
Water Sales - Fill Station	15,992	22,466	140%	-	(22,466)	-
Water Materials & Other	20,560	114,728	558%	51,810	(62,918)	221%
Plant Investment Fees (Tap Fees)	670,860	3,277,251	489%	2,853,167	(424,084)	115%
Plant Investment Fees (Developer)	-	-	-	-	-	-
Water System Imp. Fees E.R.	-	-	-	-	-	-
Water Rights	-	114,000	-	114,000	-	100%
Water Fund Interest	1,058,645	881,436	83%	850,000	(31,436)	104%
Project Acct Interest (Loan Interest Credit)	143,477	-	0%		-	-
Grants	125,483	-	0%	-	-	-
Unrealized (Gain)/Loss	-	-	-	-	-	-
Service Charge	24,310	22,485	92%	16,000	(6,485)	141%
Insurance Proceeds	-	11,592	-	-	(11,592)	-
Reimbursable Income	1,311	7,101	542%	-	(7,101)	-
Loan Proceeds	-	-	-	-	-	-
Bond Premium	25,707	-	0%	-	-	-
Developer Contribution	-	-	-	-	-	-
Water Miscellaneous	3,228	1,176	36%	1,176	(0)	100%
TOTAL WATER FUND REVENUE	$ 6,753,253	$ 9,620,485	142%	$ 8,907,153	$ (713,332)	108%
EXPENDITURES						
TOTAL WATER FUND EXPENDITURES	$ 3,496,866	$ 10,077,801	288%	$ 13,425,715	$ 3,347,914	75%
NET REVENUE OVER (UNDER) EXPENDITURES	**$ 3,256,386**	**$ (457,316)**	**-14%**	**$ (4,518,562)**	**$ (4,061,246)**	**10%**

TOWN OF EAGLE - ENTERPRISE FUNDS - REFUSE FUND

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET - DRAFT UNAUDITED
FOR THE PERIOD ENDING DECEMBER 31, 2025

	ADJUSTED ACTUAL 12/31/24	ADJUSTED ACTUAL 12/31/25	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
Trash Fees	$ 930,136	$ 1,012,285	109%	$ 971,500	$ (40,785)	104%
Yardwaste Fees	42,500	42,638	100%	42,600	(38)	100%
Admin Fee	30,691	30,794	100%	30,500	(294)	101%
Interest	20,871	15,161	73%	15,000	(161)	101%
TOTAL REFUSE FUND REVENUE	$ 1,024,198	$ 1,100,877	107%	$ 1,059,600	$ (41,277)	104%
EXPENDITURES						
TOTAL REFUSE FUND EXPENDITURES	$ 1,025,985	$ 1,020,490	99%	$ 1,070,613	$ 50,123	95%
NET REVENUE OVER (UNDER) EXPENDITURES	**$ (1,787)**	**$ 80,388**	**4500%**	**$ (11,013)**	**$ (91,401)**	**-730%**

TOWN OF EAGLE - ENTERPRISE FUNDS - STORMWATER FUND

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET - DRAFT UNAUDITED
FOR THE PERIOD ENDING DECEMBER 31, 2025

	ADJUSTED ACTUAL 12/31/24	ADJUSTED ACTUAL 12/31/25	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
Stormwater Service Charges	$ 93,407	$ 95,109	102%	$ 94,400	$ (709)	101%
Interest	12,647	12,138		10,800	(1,338)	112%
Miscellaneous	-	-	-	-	-	-
Service Charge	-	-	-	-	-	-
Gain/Loss On Equip Disp	-	-	-	-	-	-
Transfer from General Fund	-	-	-	-	-	-
TOTAL REFUSE FUND REVENUE	$ 106,053	$ 107,248	101%	$ 105,200	(2,048)	102%
EXPENDITURES						
TOTAL REFUSE FUND EXPENDITURES	$ 4,056	$ 19,972	492%	$ 39,157	$ 19,185	51%
NET REVENUE OVER (UNDER) EXPENDITURES	**$ 101,997**	**$ 87,276**	**86%**	**$ 66,043**	**$ (21,233)**	**132%**

TOWN OF EAGLE - ENTERPRISE FUNDS - BROADBAND FUND

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET - DRAFT UNAUDITED
FOR THE PERIOD ENDING DECEMBER 31, 2025

	ADJUSTED ACTUAL 12/31/24	ADJUSTED ACTUAL 12/31/25	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
Franchise Fees	$ 49,507	$ 41,719	84%	$ 49,500	$ 7,781	84%
Broadband Fees - Residential (In Town)	73,217	94,608		96,000	1,392	99%
Broadband Fees - Residential (Out of Town)	-	-		-	-	-
Broadband Fees - Business	60,057	64,502	107%	60,000	(4,502)	108%
Broadband Installation Fees	-	592	-	592	-	100%
Interest	-	924	-	-	(924)	-
Broadband Fees - Miscellaneous	-	-		-	-	-
Debt Proceeds	-	-		-	-	-
Transfers-In	-	-	-	-	-	-
TOTAL BROADBAND FUND REVENUE	$ 182,781	$ 202,344	111%	$ 206,092	$ 3,748	98%
EXPENDITURES						
TOTAL BROADBAND FUND EXPENDITURES	$ 126,813	$ 175,510	138%	$ 211,081	$ 35,571	83%
NET REVENUE OVER (UNDER) EXPENDITURES	**$ 55,967**	**$ 26,834**	**48%**	**$ (4,989)**	**$ (31,823)**	**-538%**

Town of Eagle

Sales Tax Report

YTD 12/31/2025

Sales Tax
Received by Revenue Period

Categories

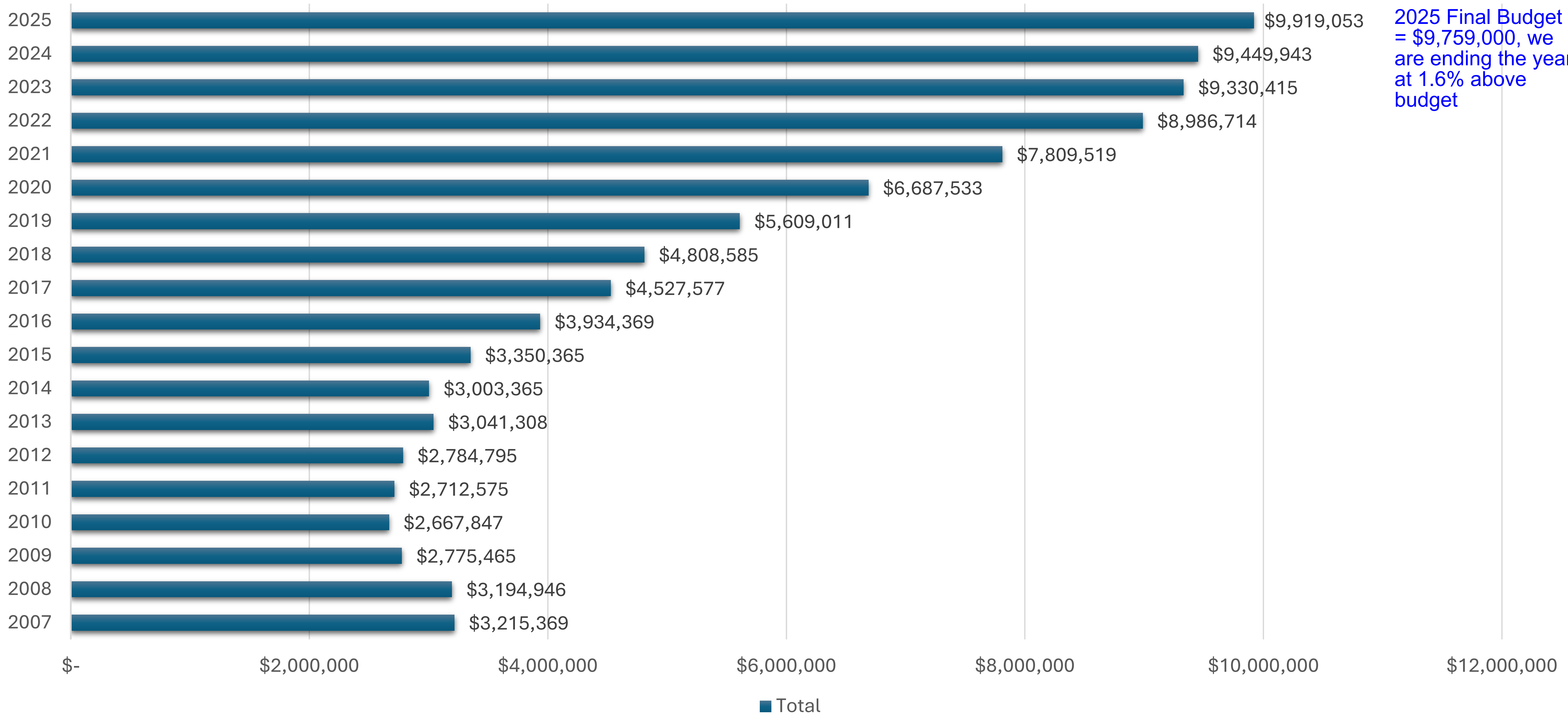
- Online Sales
- Motor Vehicle Sales
- Everything Else

Yellow highlighting indicates that the category increased YOY

These numbers reconcile to actual cash received as recorded in Caselle and are useful for budgetary and cash flow analysis.

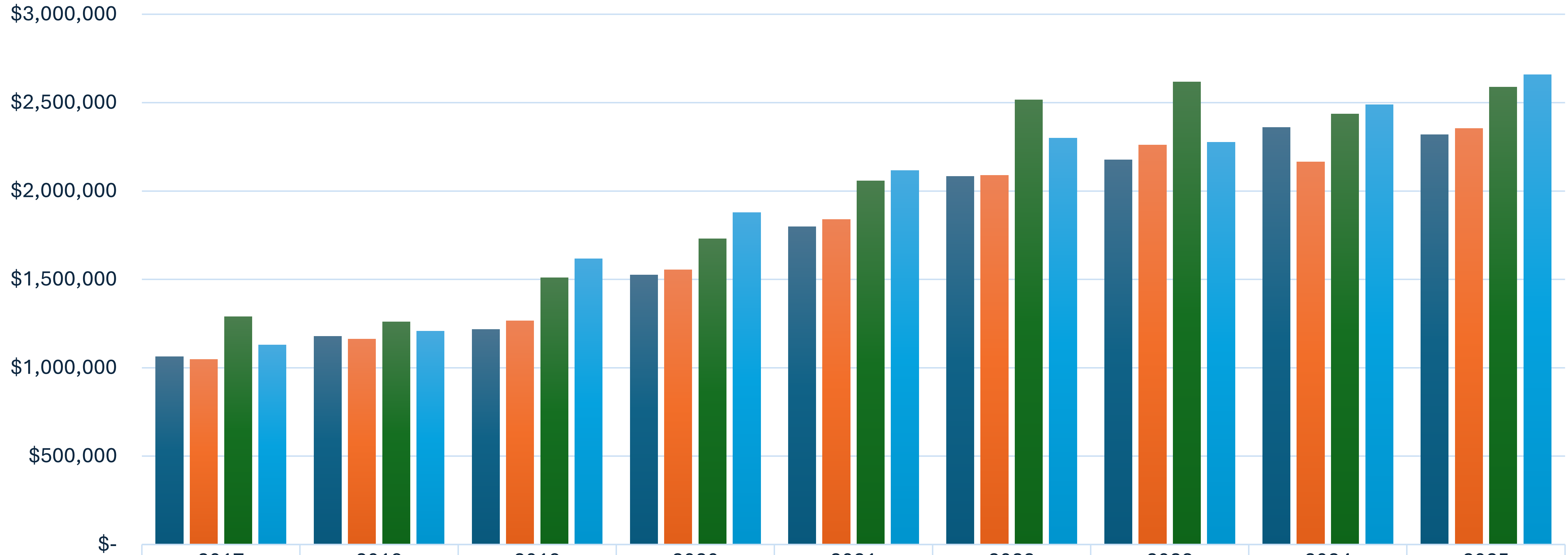
ANNUAL TOTAL SALES TAX INCLUDING MOTOR VEHICLES
2007-2025
REVENUE PERIOD TOTALS

**2016 - PRESENT INCLUDES 0.5% SALES TAX INCREASE*



2025 Final Budget = $9,759,000, we are ending the year at 1.6% above budget

TOTAL SALES TAX BY QUARTER INCLUDING MOTOR VEHICLES
2017-2025
REVENUE PERIOD TOTALS

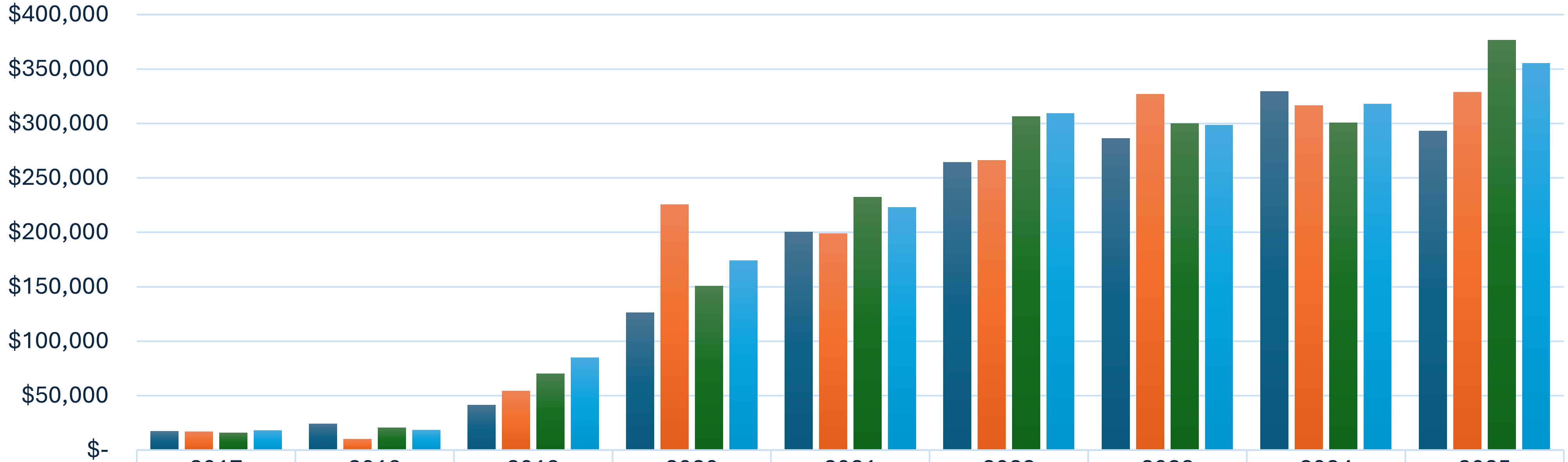


	2017	2018	2019	2020	2021	2022	2023	2024	2025
FIRST QUARTER	$1,063,301	$1,178,719	$1,216,660	$1,524,520	$1,798,342	$2,082,888	$2,177,138	$2,360,246	$2,318,216
SECOND QUARTER	$1,046,588	$1,162,266	$1,265,853	$1,555,060	$1,838,623	$2,088,121	$2,259,724	$2,164,519	$2,354,029
THIRD QUARTER	$1,289,013	$1,260,442	$1,509,011	$1,730,598	$2,057,099	$2,516,655	$2,617,098	$2,436,291	$2,588,885
FOURTH QUARTER	$1,128,675	$1,207,159	$1,617,487	$1,877,355	$2,115,455	$2,299,051	$2,276,455	$2,488,887	$2,657,924

FIRST QUARTER SECOND QUARTER THIRD QUARTER FOURTH QUARTER

2024-2025 YTD Increase 5.0%

ONLINE SALES TAX BY QUARTER
2017-2025
REVENUE PERIOD TOTALS



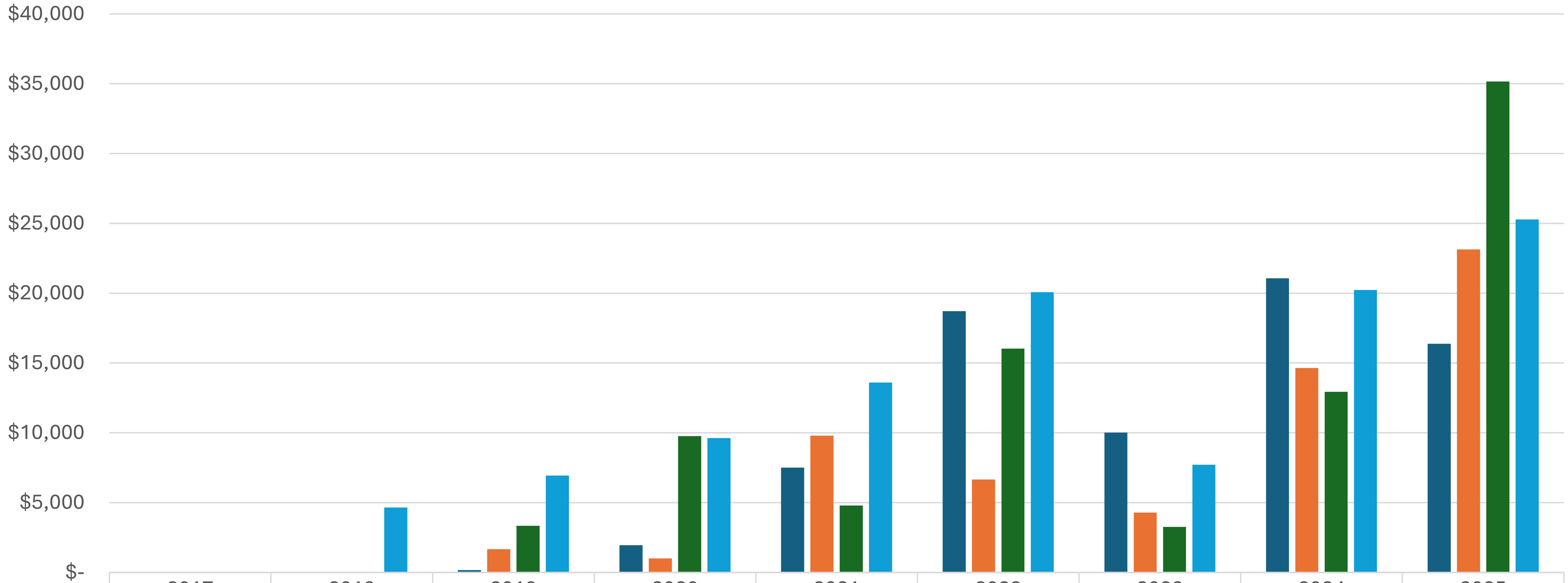
	2017	2018	2019	2020	2021	2022	2023	2024	2025
FIRST QUARTER	$17,179	$24,250	$41,364	$126,299	$200,373	$264,177	$286,437	$329,524	$293,092
SECOND QUARTER	$16,876	$10,047	$54,246	$225,510	$199,020	$266,072	$326,860	$316,560	$328,855
THIRD QUARTER	$15,759	$20,631	$70,029	$150,797	$232,192	$306,341	$299,787	$300,503	$376,634
FOURTH QUARTER	$18,013	$18,402	$84,984	$174,102	$222,896	$309,340	$298,504	$317,880	$355,510

FIRST QUARTER SECOND QUARTER THIRD QUARTER FOURTH QUARTER

2024-2025 YTD Increase 7.1%

Online sales are included in the retail and out of area sectors.

MOTOR VEHICLE SALES TAX BY QUARTER
2017-2025
REVENUE PERIOD TOTALS



	2017	2018	2019	2020	2021	2022	2023	2024	2025
FIRST QUARTER			$172	$1,954	$7,504	$18,717	$10,021	$21,075	$16,374
SECOND QUARTER			$1,677	$1,014	$9,794	$6,652	$4,285	$14,647	$23,142
THIRD QUARTER			$3,338	$9,760	$4,799	$16,033	$3,258	$12,937	$35,155
FOURTH QUARTER		$4,654	$6,950	$9,628	$13,606	$20,077	$7,717	$20,237	$25,283

■ FIRST QUARTER ■ SECOND QUARTER ■ THIRD QUARTER ■ FOURTH QUARTER

2024-2025 YTD Increase 45.1%

Sales Tax
Earned by Sector

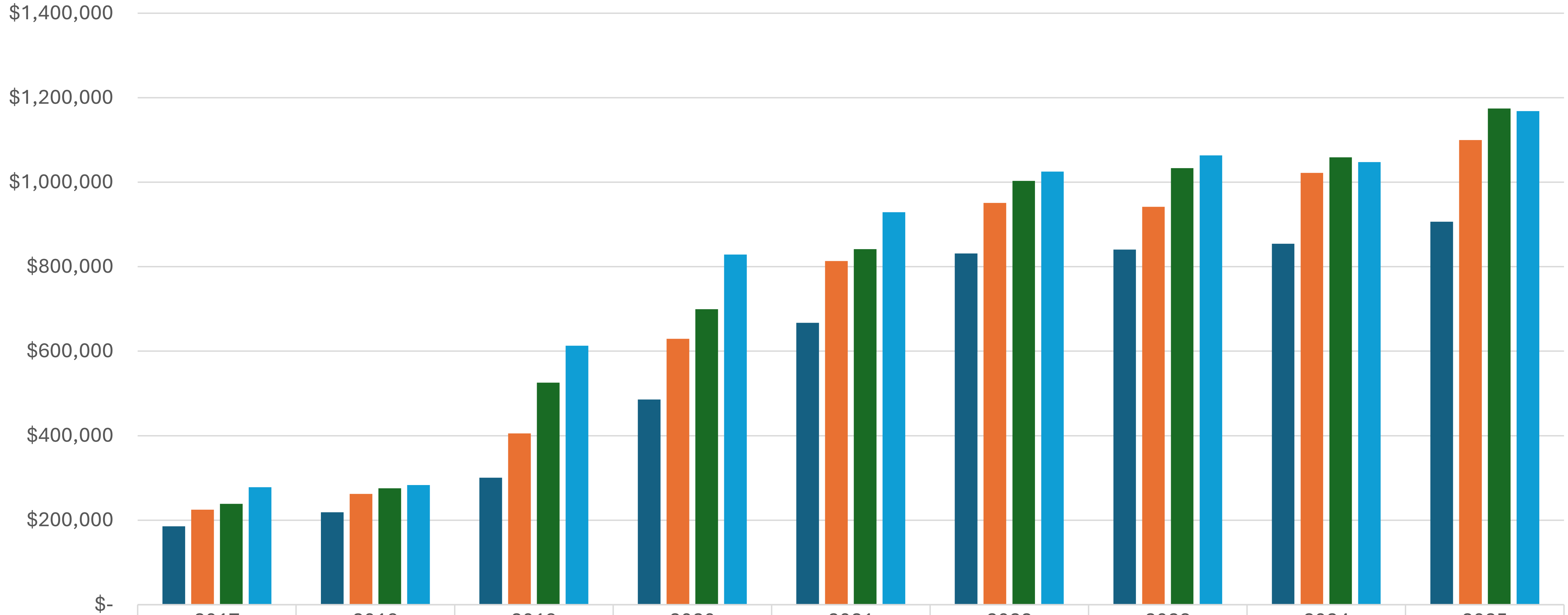
Categories

- Retail
- Food
- Restaurants & Bars
- Liquor Stores
- Lodging
- Utilities
- Automotive
- Building / Construction

Yellow highlighting indicates that the category increased YOY

These numbers reconcile to sales tax earned in a specific period based on filings, regardless of when cash was received, and are useful for trend analysis.

RETAIL QUARTERLY COLLECTIONS
2017-2025

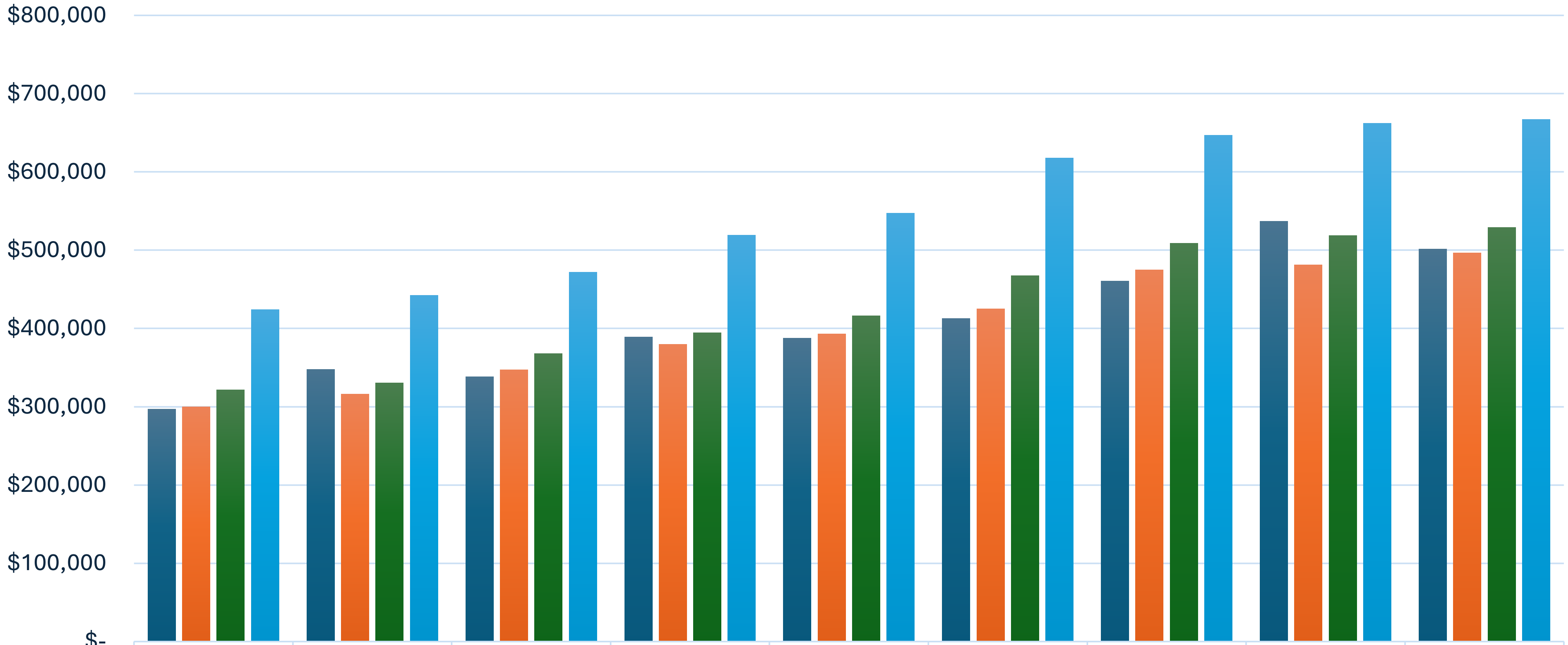


	2017	2018	2019	2020	2021	2022	2023	2024	2025
FIRST QUARTER	$185,714	$218,784	$300,364	$485,838	$667,134	$831,233	$840,766	$854,122	$906,624
SECOND QUARTER	$225,023	$262,236	$405,199	$629,208	$813,291	$951,083	$941,600	$1,022,225	$1,099,883
THIRD QUARTER	$238,598	$275,314	$525,347	$699,684	$841,445	$1,003,368	$1,033,090	$1,059,036	$1,174,619
FOURTH QUARTER	$277,948	$283,475	$612,820	$828,970	$929,026	$1,025,240	$1,063,682	$1,047,533	$1,168,241

FIRST QUARTER   SECOND QUARTER   THIRD QUARTER   FOURTH QUARTER

2024-2025 YTD Increase 9.2%

FOOD QUARTERLY COLLECTIONS
2017-2025

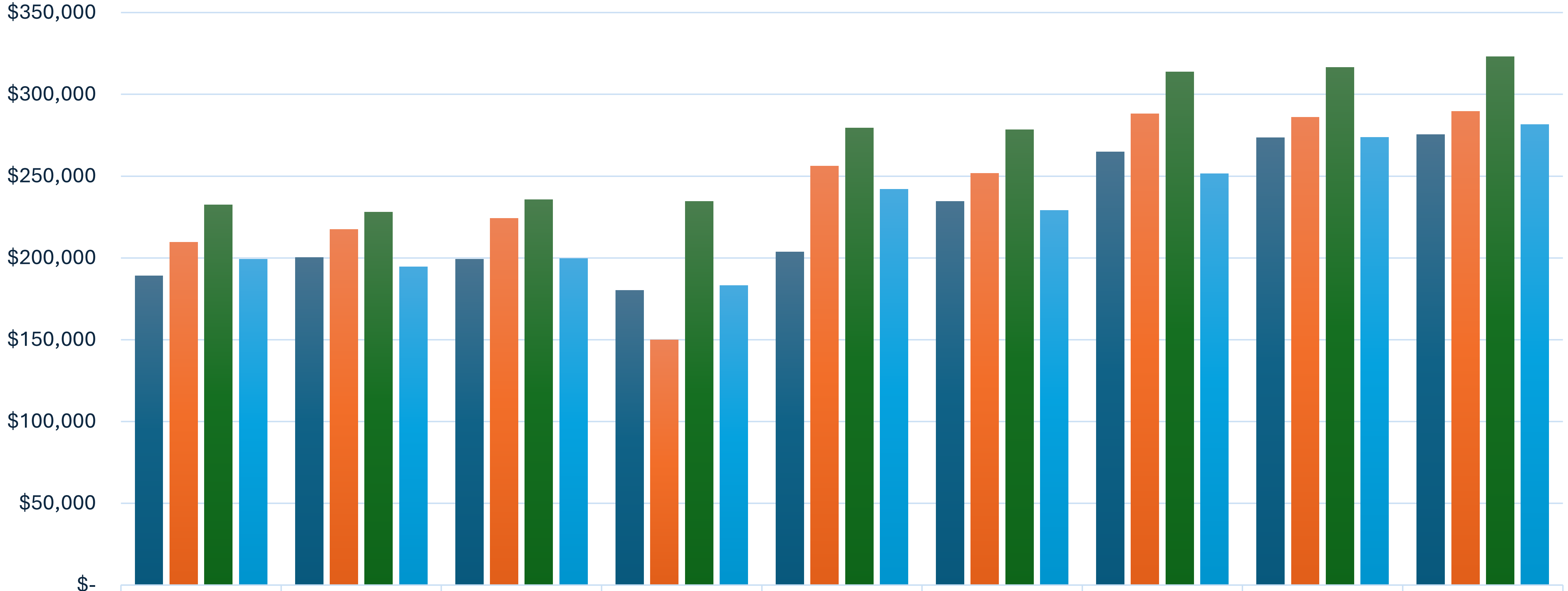


	2017	2018	2019	2020	2021	2022	2023	2024	2025
FIRST QUARTER	$296,864	$347,751	$338,156	$389,097	$387,599	$412,769	$460,777	$536,982	$501,519
SECOND QUARTER	$300,118	$316,229	$347,465	$379,809	$392,970	$424,952	$474,875	$481,093	$496,835
THIRD QUARTER	$321,577	$330,363	$367,876	$394,504	$416,289	$467,454	$508,883	$518,949	$529,082
FOURTH QUARTER	$424,063	$442,328	$472,068	$519,361	$547,593	$617,970	$646,945	$662,122	$667,170

FIRST QUARTER SECOND QUARTER THIRD QUARTER FOURTH QUARTER

2024-2025 YTD Decrease (0.2%)

RESTAURANTS & BARS QUARTERLY COLLECTIONS
2017-2025

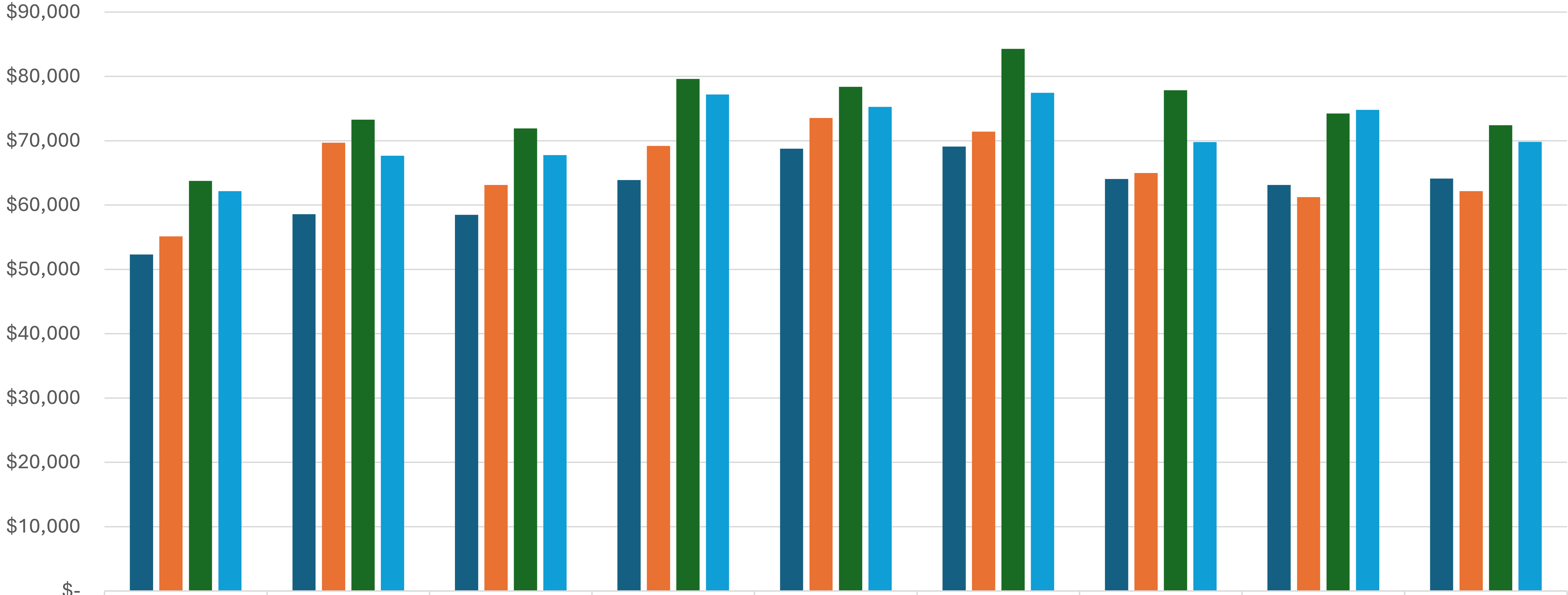


	2017	2018	2019	2020	2021	2022	2023	2024	2025
FIRST QUARTER	$189,058	$200,313	$199,299	$180,124	$203,592	$234,517	$264,928	$273,490	$275,499
SECOND QUARTER	$209,724	$217,359	$224,332	$149,892	$256,096	$251,820	$288,175	$285,961	$289,640
THIRD QUARTER	$232,501	$228,013	$235,608	$234,503	$279,407	$278,420	$313,717	$316,542	$323,007
FOURTH QUARTER	$199,271	$194,688	$199,759	$183,111	$241,998	$229,164	$251,486	$273,710	$281,660

FIRST QUARTER SECOND QUARTER THIRD QUARTER FOURTH QUARTER

2024-2025 YTD Increase 1.7%

LIQUOR STORES QUARTERLY COLLECTIONS 2017-2025

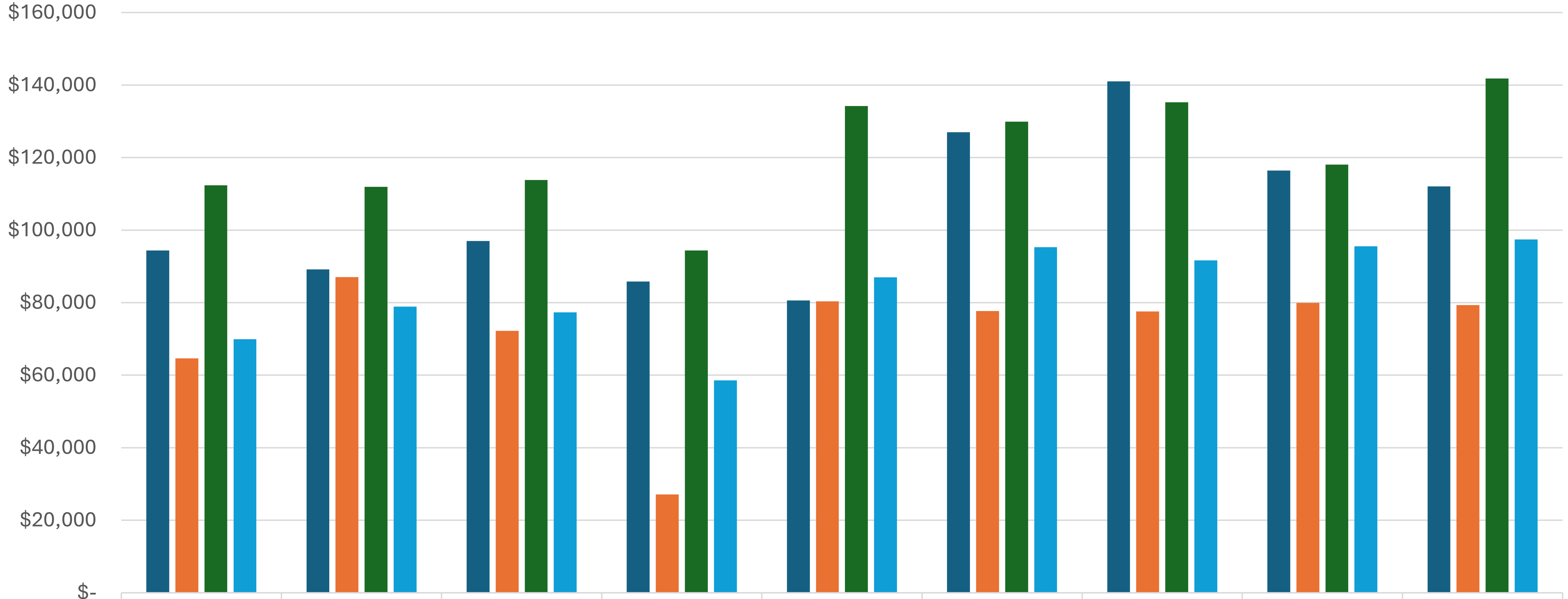


	2017	2018	2019	2020	2021	2022	2023	2024	2025
FIRST QUARTER	$52,326	$58,597	$58,491	$63,889	$68,772	$69,084	$64,047	$63,117	$64,129
SECOND QUARTER	$55,143	$69,704	$63,123	$69,206	$73,536	$71,421	$64,993	$61,248	$62,180
THIRD QUARTER	$63,749	$73,287	$71,922	$79,624	$78,390	$84,297	$77,870	$74,239	$72,419
FOURTH QUARTER	$62,176	$67,678	$67,783	$77,204	$75,258	$77,463	$69,803	$74,794	$69,839

FIRST QUARTER SECOND QUARTER THIRD QUARTER FOURTH QUARTER

2024-2025 YTD Decrease (1.8%)

LODGING QUARTERLY COLLECTIONS
2017-2025

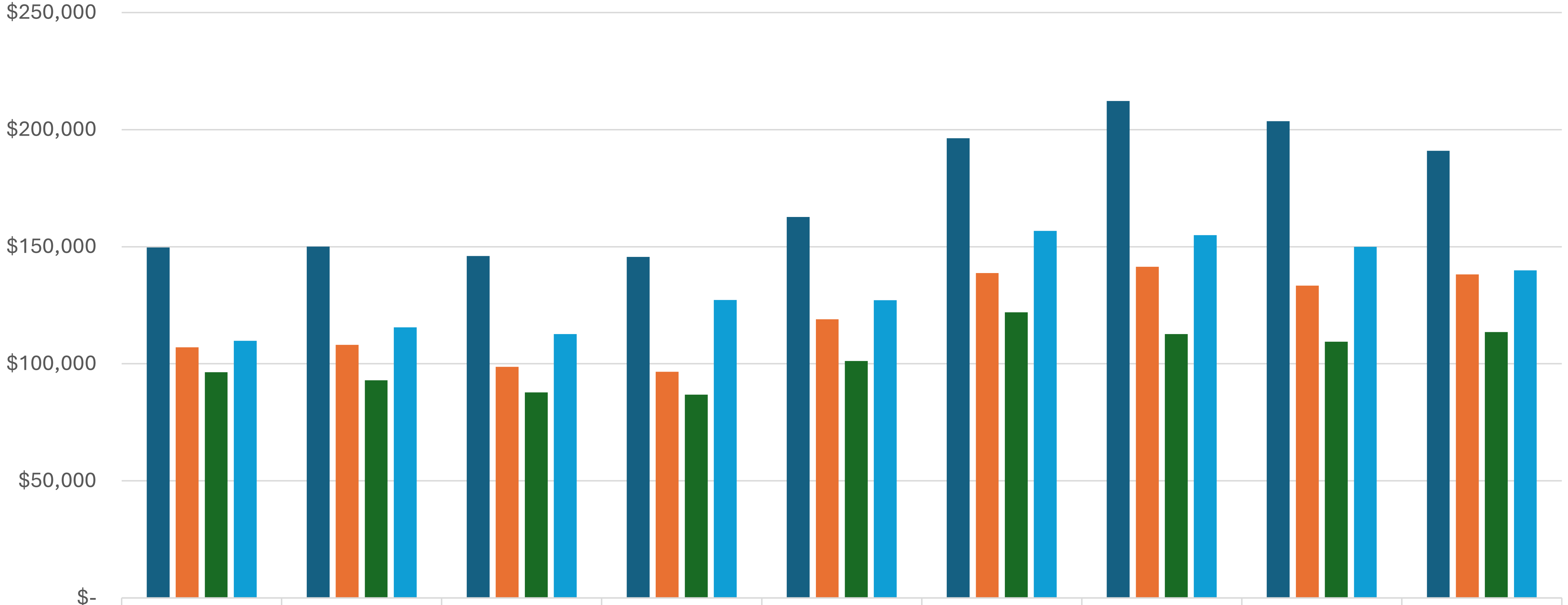


	2017	2018	2019	2020	2021	2022	2023	2024	2025
FIRST QUARTER	$94,372	$89,160	$96,980	$85,821	$80,629	$126,999	$141,012	$116,442	$112,053
SECOND QUARTER	$64,638	$87,051	$72,203	$27,146	$80,373	$77,712	$77,575	$79,948	$79,328
THIRD QUARTER	$112,350	$111,926	$113,819	$94,412	$134,246	$129,902	$135,231	$118,078	$141,832
FOURTH QUARTER	$69,950	$78,929	$77,357	$58,593	$86,960	$95,327	$91,635	$95,522	$97,426

FIRST QUARTER SECOND QUARTER THIRD QUARTER FOURTH QUARTER

2024-2025 YTD Increase 5.0%

UTILITIES QUARTERLY COLLECTIONS
2017-2025

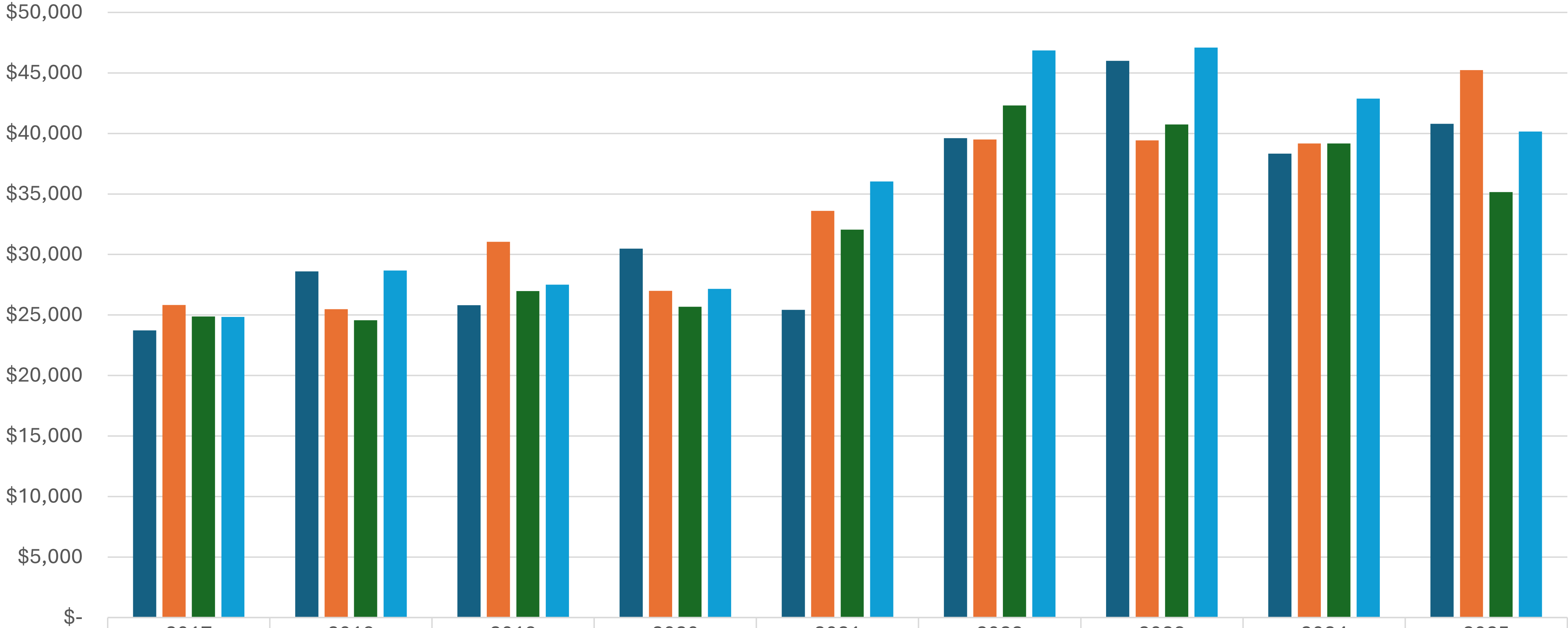


	2017	2018	2019	2020	2021	2022	2023	2024	2025
FIRST QUARTER	$149,695	$150,009	$146,036	$145,603	$162,687	$196,324	$212,275	$203,634	$190,967
SECOND QUARTER	$107,004	$108,122	$98,660	$96,551	$119,038	$138,751	$141,436	$133,371	$138,142
THIRD QUARTER	$96,443	$92,931	$87,733	$86,790	$101,187	$121,995	$112,640	$109,428	$113,506
FOURTH QUARTER	$109,859	$115,593	$112,684	$127,204	$127,159	$156,758	$154,981	$150,000	$139,933

FIRST QUARTER SECOND QUARTER THIRD QUARTER FOURTH QUARTER

2024-2025 YTD Decrease (2.3%)

AUTOMOTIVE QUARTERLY COLLECTIONS
2017-2025

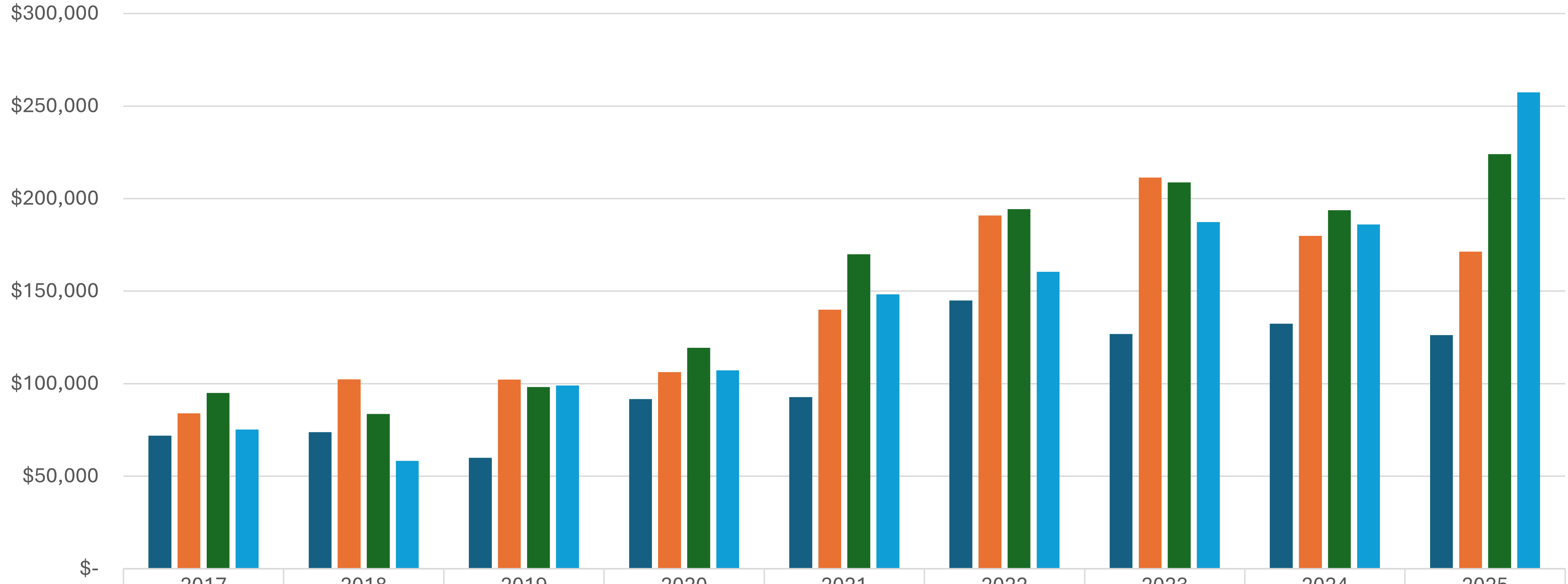


	2017	2018	2019	2020	2021	2022	2023	2024	2025
FIRST QUARTER	$23,719	$28,610	$25,813	$30,473	$25,423	$39,617	$45,996	$38,338	$40,805
SECOND QUARTER	$25,819	$25,478	$31,055	$26,989	$33,596	$39,497	$39,423	$39,171	$45,232
THIRD QUARTER	$24,874	$24,573	$26,977	$25,688	$32,051	$42,305	$40,749	$39,174	$35,158
FOURTH QUARTER	$24,835	$28,682	$27,509	$27,162	$36,035	$46,862	$47,099	$42,871	$40,160

FIRST QUARTER SECOND QUARTER THIRD QUARTER FOURTH QUARTER

2024-2025 YTD Increase 1.1%

BUILDING/CONSTRUCTION QUARTERLY COLLECTIONS
2017-2025



	2017	2018	2019	2020	2021	2022	2023	2024	2025
FIRST QUARTER	$71,879	$73,751	$59,892	$91,684	$92,785	$144,912	$126,856	$132,351	$126,292
SECOND QUARTER	$83,986	$102,372	$102,171	$106,204	$139,968	$190,859	$211,310	$179,822	$171,349
THIRD QUARTER	$95,046	$83,570	$98,198	$119,426	$169,972	$194,263	$208,806	$193,754	$224,013
FOURTH QUARTER	$75,180	$58,283	$99,065	$107,130	$148,291	$160,417	$187,335	$186,083	$257,427

FIRST QUARTER SECOND QUARTER THIRD QUARTER FOURTH QUARTER

2024-2025 YTD Increase 12.6%

Sales Tax
Earned by Location

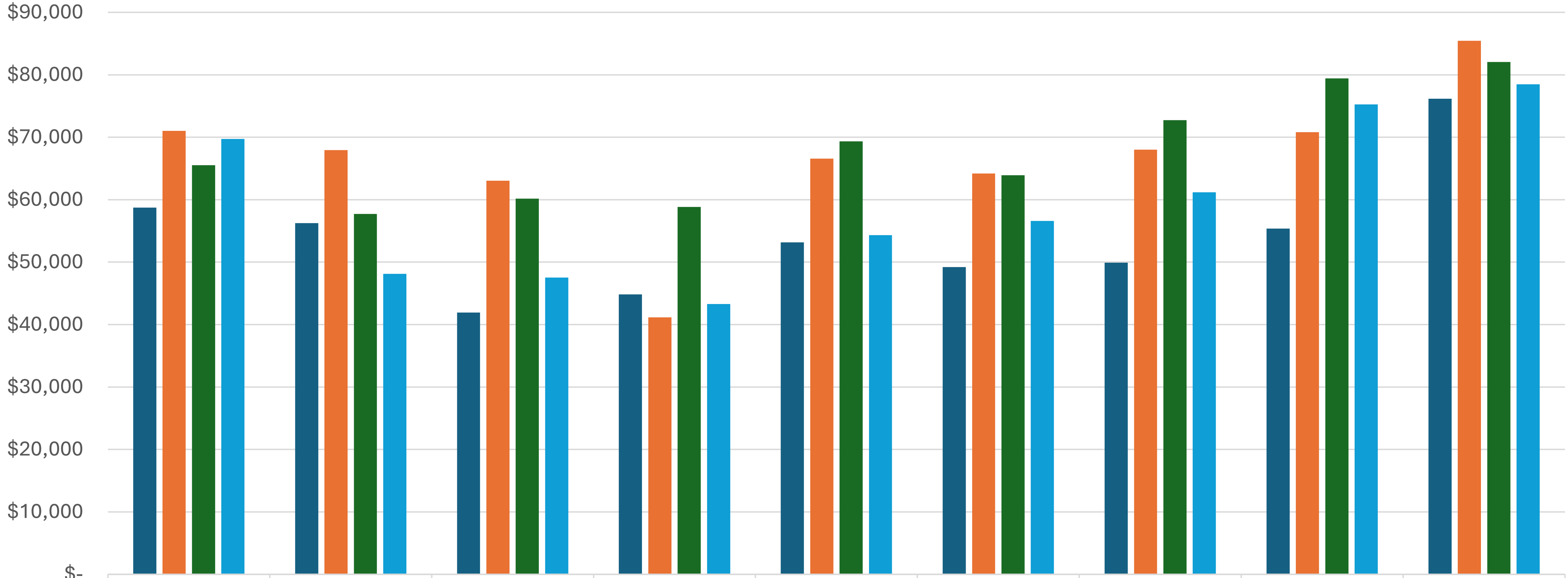
Categories

- Downtown District
- Chambers Avenue
- Market Street
- Grand Avenue
- Eagle Ranch
- Other Areas, including Online

Yellow highlighting indicates that the category increased YOY

These numbers reconcile to sales tax earned in a specific period based on filings, regardless of when cash was received, and are useful for trend analysis.

DOWNTOWN DISTRICT QUARTERLY COLLECTIONS
2017-2025

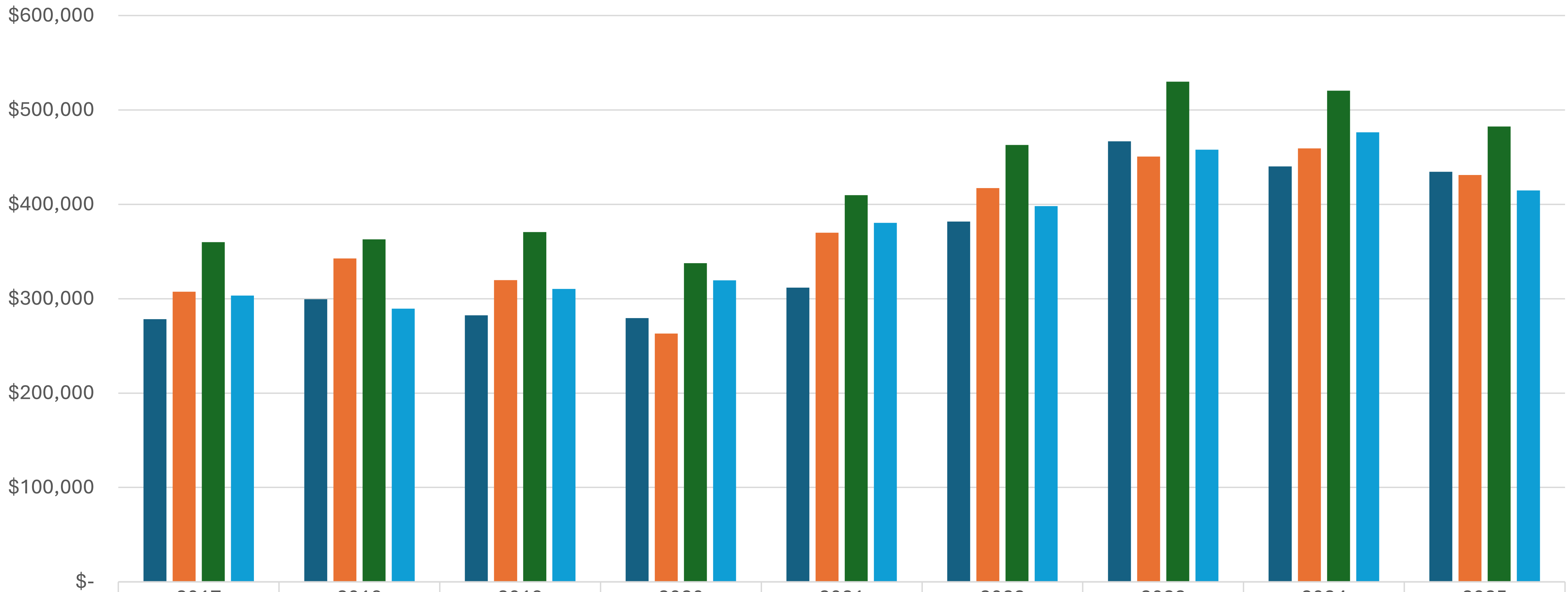


	2017	2018	2019	2020	2021	2022	2023	2024	2025
FIRST QUARTER	$58,726	$56,255	$41,909	$44,842	$53,161	$49,191	$49,896	$55,354	$76,183
SECOND QUARTER	$71,022	$67,948	$63,054	$41,142	$66,589	$64,210	$67,998	$70,798	$85,458
THIRD QUARTER	$65,524	$57,727	$60,171	$58,851	$69,347	$63,907	$72,739	$79,412	$82,052
FOURTH QUARTER	$69,714	$48,139	$47,533	$43,289	$54,306	$56,606	$61,168	$75,257	$78,485

FIRST QUARTER SECOND QUARTER THIRD QUARTER FOURTH QUARTER

2024-2025 YTD Increase 14.7%

CHAMBERS AVENUE QUARTERLY COLLECTIONS
2017-2025

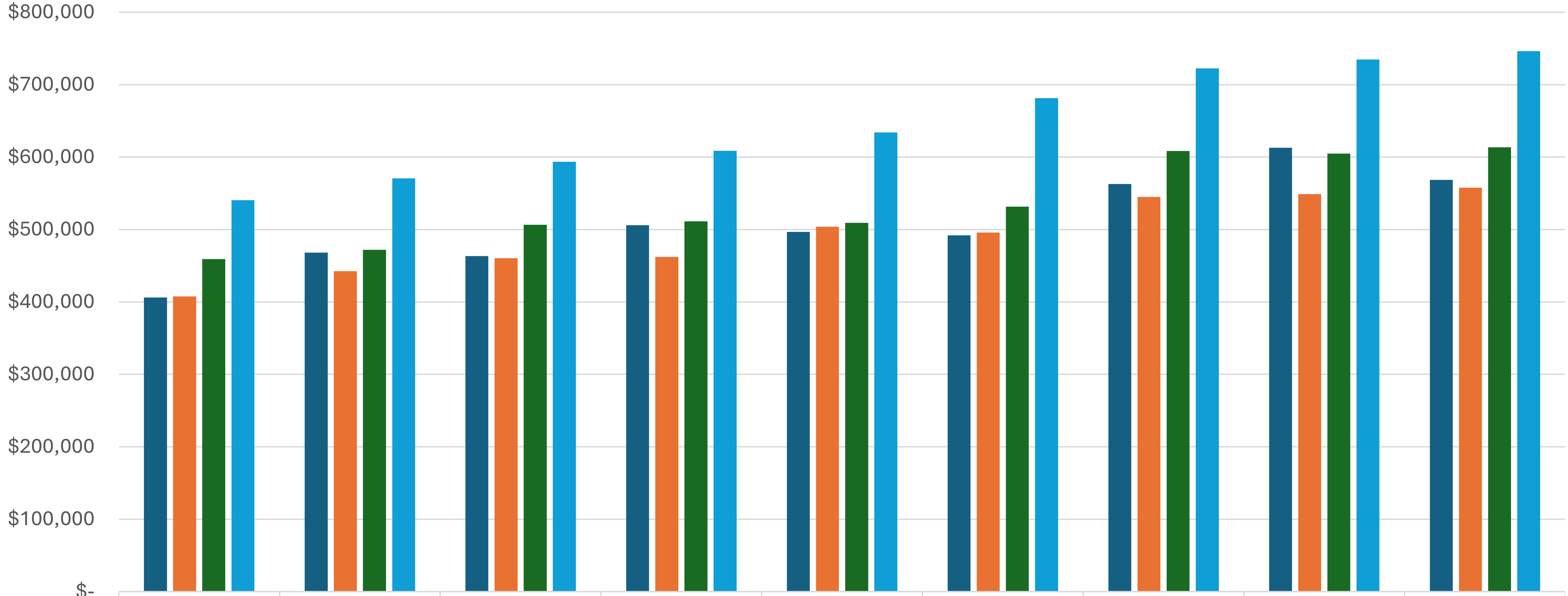


	2017	2018	2019	2020	2021	2022	2023	2024	2025
FIRST QUARTER	$278,305	$299,453	$282,401	$279,462	$311,820	$381,757	$466,810	$440,202	$434,460
SECOND QUARTER	$307,442	$342,713	$319,743	$263,188	$369,869	$417,112	$450,626	$459,209	$430,988
THIRD QUARTER	$359,888	$362,859	$370,526	$337,620	$409,666	$462,781	$529,822	$520,291	$482,331
FOURTH QUARTER	$303,287	$289,482	$310,328	$319,542	$380,289	$398,070	$457,954	$476,242	$414,767

FIRST QUARTER SECOND QUARTER THIRD QUARTER FOURTH QUARTER

2024-2025 YTD Decrease (7.0%)

MARKET STREET QUARTERLY COLLECTIONS
2017-2025

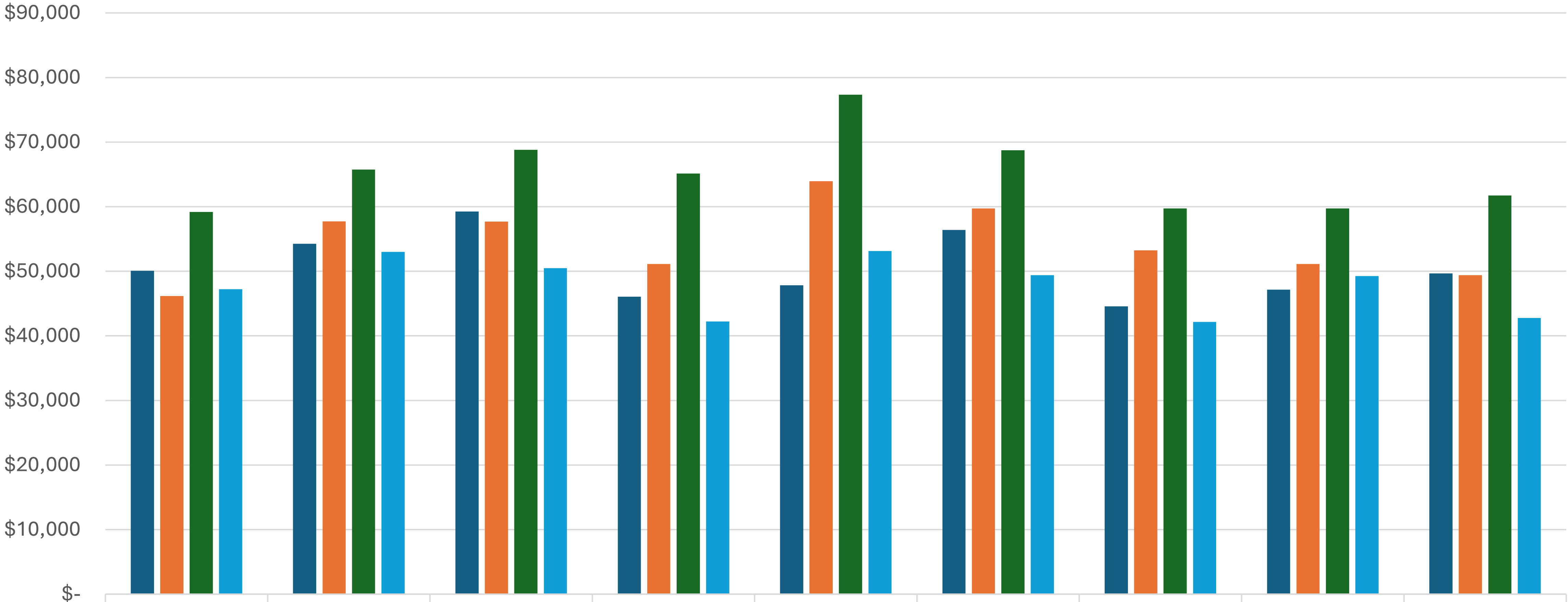


	2017	2018	2019	2020	2021	2022	2023	2024	2025
FIRST QUARTER	$406,079	$468,081	$463,202	$506,046	$496,753	$491,811	$562,713	$613,018	$568,437
SECOND QUARTER	$407,657	$442,609	$460,439	$462,266	$503,915	$495,918	$545,072	$548,854	$557,662
THIRD QUARTER	$459,153	$472,037	$506,568	$511,422	$509,102	$531,569	$608,460	$604,946	$613,512
FOURTH QUARTER	$540,557	$570,535	$593,440	$608,591	$634,037	$681,435	$722,502	$734,782	$746,198

FIRST QUARTER SECOND QUARTER THIRD QUARTER FOURTH QUARTER

2024-2025 YTD Decrease (0.6%)

GRAND AVENUE QUARTERLY COLLECTIONS
2017-2025

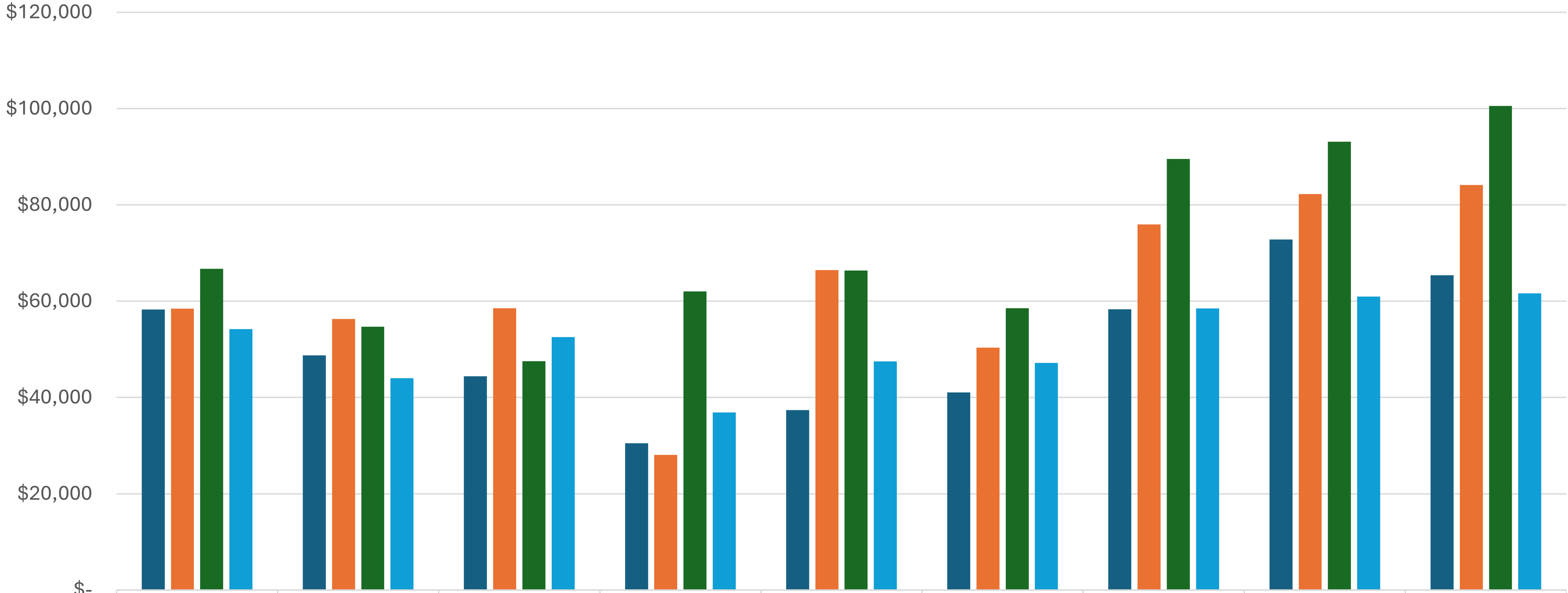


	2017	2018	2019	2020	2021	2022	2023	2024	2025
FIRST QUARTER	$50,075	$54,259	$59,240	$46,061	$47,824	$56,402	$44,580	$47,142	$49,679
SECOND QUARTER	$46,171	$57,711	$57,679	$51,140	$63,951	$59,713	$53,245	$51,117	$49,409
THIRD QUARTER	$59,191	$65,734	$68,802	$65,119	$77,335	$68,745	$59,713	$59,744	$61,742
FOURTH QUARTER	$47,213	$52,996	$50,489	$42,232	$53,140	$49,397	$42,159	$49,268	$42,772

FIRST QUARTER   SECOND QUARTER   THIRD QUARTER   FOURTH QUARTER

2024-2025 YTD Decrease (1.8%)

EAGLE RANCH QUARTERLY COLLECTIONS 2017-2025

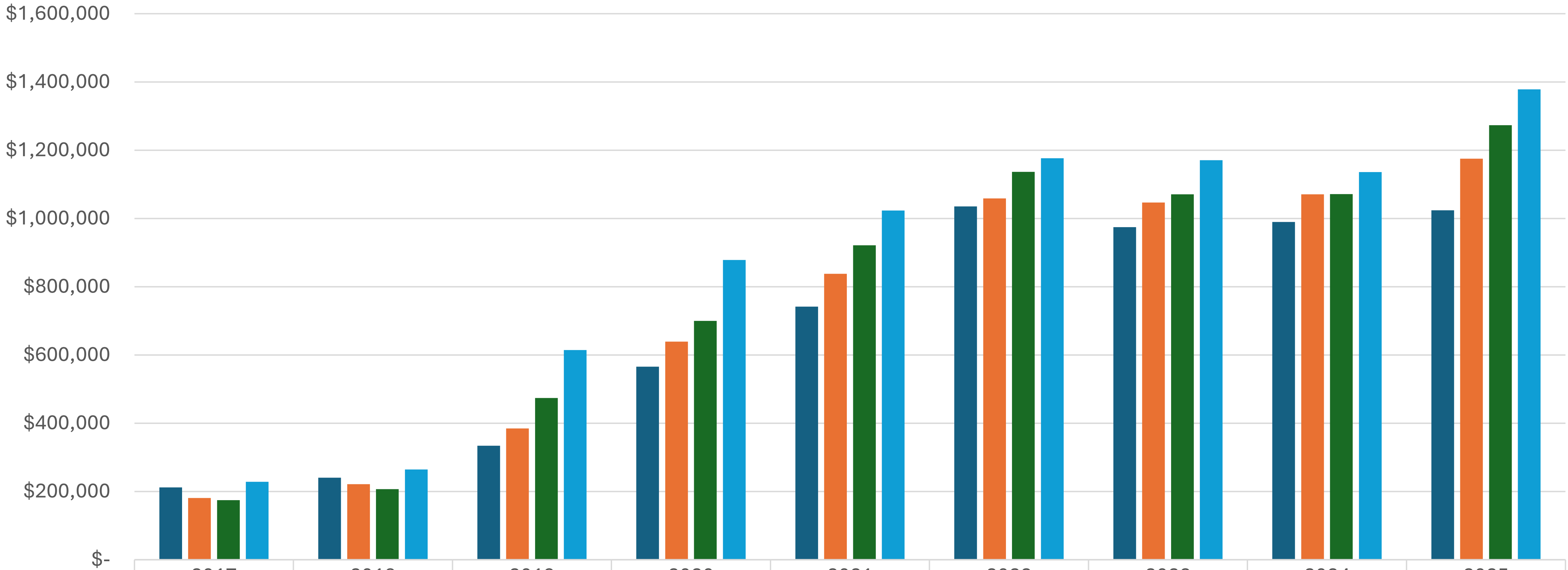


	2017	2018	2019	2020	2021	2022	2023	2024	2025
FIRST QUARTER	$58,275	$48,754	$44,392	$30,505	$37,393	$41,053	$58,324	$72,814	$65,397
SECOND QUARTER	$58,434	$56,287	$58,527	$28,071	$66,461	$50,362	$75,936	$82,231	$84,111
THIRD QUARTER	$66,712	$54,703	$47,554	$62,014	$66,371	$58,543	$89,545	$93,136	$100,540
FOURTH QUARTER	$54,180	$44,015	$52,532	$36,903	$47,514	$47,198	$58,492	$60,945	$61,611

FIRST QUARTER SECOND QUARTER THIRD QUARTER FOURTH QUARTER

2024-2025 YTD Increase 0.8%

OTHER AREAS INCLUDING ONLINE QUARTERLY COLLECTIONS
2017-2025



	2017	2018	2019	2020	2021	2022	2023	2024	2025
FIRST QUARTER	$212,168	$240,173	$333,886	$565,613	$741,669	$1,035,241	$974,334	$989,948	$1,023,734
SECOND QUARTER	$180,727	$221,284	$384,766	$639,199	$838,084	$1,058,780	$1,046,510	$1,070,629	$1,174,963
THIRD QUARTER	$174,670	$206,916	$473,859	$699,606	$921,168	$1,136,457	$1,070,707	$1,071,672	$1,273,460
FOURTH QUARTER	$228,331	$264,489	$614,722	$878,179	$1,023,035	$1,176,495	$1,170,692	$1,136,142	$1,378,024

FIRST QUARTER SECOND QUARTER THIRD QUARTER FOURTH QUARTER

2024-2025 YTD Increase 13.6%

2026 TOE Budget Above-Target Final List

Fund	Dept	Priority	Acct	Acct Description	Amt	Category	Request Description & Rationale
General Fund	B&G	1	10-56-358	Janitorial Maint. Contracts	17,200	Ongoing	**Janitorial Service**: This is the increased cost to switch from Jerry Master to Mountain Star Cleaning to clean the Town Hall ($3,600) monthly. Mountain Stars' contract includes carpet cleaning and window washing twice a year at both facilities. The next closest quote is 72k a year.
General Fund	B&G	2	10-56-358	Janitorial Maint. Contracts	8,000	One-Time	**Janitorial Service:** One-time fee for Mountain Star to bring cleanliness of Town Hall to vendor standards, if we proceed with their quote.
General Fund	B&G	3	10-56-360	R&M Services	20,000	One-Time	**Painting:** Exterior repaint of Info Center. We had it planned for 2024. However, we used these monies to cover the cost of the restroom remodels at the Terrace Park.
General Fund	B&G	4	10-56-350	Building Maintenance Study	50,000	One-Time	**Facility Maintenance Plan:** Cost to create long-term plan.
General Fund	B&G	5	10-56-230	R&M Supplies	13,200	Ongoing	**Landscaping Supplies:** Replace mulch on a 3 year cycle. Year 1: River Park, Info Center, Grand Ave. Year 2: Eby Creek Rd, Art wall. Year 3: Pavilion, Broadway
General Fund	B&G	6	10-56-358	Janitorial Maint. Contracts	1,600	Ongoing	**Janitorial Service:** This is the increased cost to switch from Jerry Master to Mountain Star Cleaning to clean $400 quarterly PW facility.
General Fund	B&G	7	10-56-358	Janitorial Maint. Contracts	9,200	Ongoing	**Janitorial Service:** Cost to provide on-call Pavilion cleaning for Town events only, with estimated usage of approx. 23 events per year.
General Fund	Comm Dev	1	10-52-347	Professional Services	40,000	One-Time	**Grand Ave Long-Range Study** to assess parking needs and site limitations, providing recommendations to refine the Code and support future development.
General Fund	Comm Dev	2	10-52-347	Professional Services	100,000	One-Time	**River Corridor Long-Range Study:** this was originally intended to be in-house, but if current staff workload continues, we would need to outsource. This is a rough estimate with limited staff support.
General Fund	Comm Dev	3	10-52-378	Contract Services	4,000	One-Time	**Digitizing Large-Scale Plans**: paper files that will be saved to the new permitting software. $4,500 included in 2026 budget.
General Fund	Comm Dev	4	10-52-347	Professional Services	5,600	One-Time	**Inspection Support** to cover costs for inspecting single-family homes, ADUs, and commercial expansions for 6 months. The code standards will not be adopted until Spring 2026, and we may need an IGA for this arrangement.
General Fund	Comms & Marketing	1	10-70-370	Media	30,000	One-Time	**Branding & Visitor Campaign**: Rebranding has been on and off the priority list for multiple years. By hosting a small rebranding initiative and visitation campaign, we can begin to build momentum to draw people into Eagle.
General Fund	Comms & Marketing	2	10-70-370	Media	20,000	One-Time	**Branding & Visitor Campaign**: Cost to implement the campaign materials resulting from the initiative.
DDA Fund	DDA	1	91-50-347	Professional Services	15,000	Ongoing	**Operations Support**: Budget to hire a part-time Operations and Project Coordinator role to transition responsibilities from Town Staff to the DDA

2026 TOE Budget Above-Target Final List

Fund	Dept	Priority	Acct	Acct Description	Amt	Category	Request Description & Rationale
General Fund	Econ Dev & Housing	1	10-72-347	Professional Services	7,000	One-Time	**Regional Housing Planning**: This funding request is for additional services to support the Eagle County Housing Partners to finalize the Eagle County Regional Housing Needs Assessment and complete each community's Housing Action Plan, as required by SB24-174.
General Fund	Econ Dev & Housing	2	10-72-347	Professional Services	25,000	One-Time	**Deed Restriction Management Software**: Technology will be a vital first step in successfully transitioning away from the Home Store. The idea is to leverage Com Dev's software solution that already provides a Housing module (vendor TBA). To activate, this module likely requires an initial investment to retrofit, including data migration. The Requested Amount is only an estimate.
General Fund	Econ Dev & Housing	3	10-72-347	Professional Services	50,000	One-Time	**Commercial Vacancy / Illegal Use Nexus Fee Study**: Engaging a qualified third party to conduct a Commercial Vacancy / Illegal Commercial Use Nexus Fee Study will provide the Town with impartial, data-driven analysis to quantify impacts, establish a legally defensible nexus, and inform potential policy or fee structures. This ensures compliance with statutory requirements, mitigates legal risk, and supports evidence-based decision-making.
General Fund	Econ Dev & Housing	4	10-72-347	Professional Services	50,000	One-Time	**Hotel Feasibility Study**: A hotel feasibility study will not only support developer recruitment, but also help the Town identify the most appropriate hotel type and location, ensuring future development aligns with market demand and community character. It also strengthens Eagle's negotiating position when exploring public-private partnerships, incentive structures, or land use decisions related to hospitality. The Requested Amount is only an estimate, we have not collected quotes from potential vendors.
General Fund	Econ Dev & Housing	5	10-72-347	Professional Services	50,000	One-Time	**STR/Vacancy Fee Nexus Study**: Strategy recommendation from 2023 Housing Assessment to mitigate impacts of second homeowners and vacation rentals. The Requested Amount is only an estimate; we have not collected quotes from potential vendors.
General Fund	Econ Dev & Housing	6	10-72-380	Tuition & Books	2,000	One-Time	**Community Builders: Building Better Places Training (Feb 10-12, 2026 in Grand Junction)**: 2026 Focus: Community Economic Development. The registration fee is $1,200 per community team (6-8 ppl). This fee covers training materials, lodging and most meals. While the Town's new Economic Development Plan provides a long-term action framework, participation in the training will equip staff and partner organizations with advanced implementation tools, peer learning opportunities, and community engagement strategies.
General Fund	Econ Dev & Housing	7	10-72-330	Dues & Subscriptions	350	Ongoing	**Economic Development Council of Colorado (EDCC) Annual Membership**: Exclusive access to educational materials and event/webinar discounts.

2026 TOE Budget Above-Target Final List

Fund	Dept	Priority	Acct	Acct Description	Amt	Category	Request Description & Rationale
General Fund	Finance	1	10-51-380	Tuition & Books	2,596	Ongoing	**Caselle Annual Conference Fees:** Due to budget cuts now down to just one person Would like to get more finance team members going - It's a good for ongoing education and teambuilding
General Fund	Finance	2	10-51-371	Travel	4,000	Ongoing	**Caselle Annual Conference Travel Expense:** Due to budget cuts now down to just one person Would like to get more finance team members going - It's a good for ongoing education and teambuilding
General Fund	HR	1	10-51-347	Professional Services	2,500	Ongoing	**HR Investigations** for employee sensitive items - this was removed from the 2024 Budget during budget reductions
General Fund	HR	2	10-51-347	Professional Services	1,000	Ongoing	**Outsourced Confidential 360 Reviews** for department managers - We can do in-house but may not get the preferred response from using an independent third party
General Fund	IT	1	10-60-340	Utilities	37,119	One-Time	**SCADA Conversion off DSL lines** is behind anticipated schedule as the consultant network team dictates the pace of conversion
General Fund	Public Safety	1	10-55-371	Travel	10,000	Ongoing	**Travel**: Primarily for training, Budgeted: $15,000 /Extra Amount Requested: $10,000 / Total Amount Requested for 2026: $25,000
General Fund	Public Safety	2	10-55-380	Tuition & Books	3,838	Ongoing	**Tuition & Books / Training:** Budgeted: $23,162 /Extra Amount Requested: $3,838 /Total Amount Requested for 2026: $27,000
General Fund	Public Safety	3	10-55-235	Equipment & Supplies	13,500	One-Time	**Ballistic Launchers**: 6 at $2,250 each
General Fund	Public Safety	4	10-55-235	Equipment & Supplies	28,000	One-Time	**Ballistic Shields**: 8 rifle-rated shields for patrol staff at $3,500 each
General Fund	Public Safety	5	10-55-235	Equipment & Supplies	57,200	One-Time	**PAC Set Radios**: Budgeted: $16,000 /Extra Amount Requested: $57,200 /Total Amount Requested for 2026: $73,200. Radio cost is $4,000 each; 4 replacements are budgeted for 2026
General Fund	Public Safety	6	10-55-235	Equipment & Supplies	3,000	Ongoing	**Medical Supplies**: Replenish first aid and medical supplies that are used or expired
General Fund	Public Safety	7	10-55-220	Operating Supplies	7,000	Ongoing	**Patrol/Investigation Supplies**: Supplies for summonses, DUI blood kits, SANE kits, DNA Collection kits, evidence collection items, 1/2 BPV, radar recert, fire ext. recert, PPE. Budgeted: $9,000 / Extra Amount Requested: $7,000 /Total Amount Requested for 2026: $16,000
General Fund	Public Safety	8	10-55-235	Equipment & Supplies	4,000	Ongoing	**Patrol Vehicle Supplies**: Budgeted: $4,000 /Extra Amount Requested: $4,000 /Total Amount Requested for 2026: $8,000
General Fund	Public Safety	9	10-55-220	Operating Supplies	3,000	Ongoing	**Firearms Ammo/Equipment**: Necessary for compliance with state Rule 28 LEO Training, duty ammo, training ammo and firearms replacements. Ammo expected to increase 20% in 2026. Budgeted: $17,000 /Extra Amount Requested: $3,000 /Total Amount Requested for 2026: $20,000
General Fund	Public Safety	10	10-55-220	Operating Supplies	2,000	Ongoing	**Less Lethal Munitions/Equipment**: Pepperball and associated supplies, training and range supplies, OC replacement, 40mm launcher replacement etc. Expected to increase 20% in 2027. Budgeted: $7,000 /Extra Amount Requested: $2,000 /Total Amount Requested for 2026: $9,000

2026 TOE Budget Above-Target Final List

Fund	Dept	Priority	Acct	Acct Description	Amt	Category	Request Description & Rationale
General Fund	Public Safety	11	10-55-232	Gas & Oil	7,000	Ongoing	**Fuel**: Projections based on full staffing *Pricing based on US GIS Monthly average fuel cost projections for 2025 ($3.50/gal x 12,000 gal/yr) 62.5/gals per officer/ per month F-150/26mpg (was $42,000). Budgeted: $35,000 /Extra Amount Requested: $7,000 /Total Amount Requested for 2026: $42,000
General Fund	Public Safety	12	10-55-225: Uniforms	Uniforms	4,000	Ongoing	**Uniforms:** Police Officers and Code Enforcement = $1,000 per officer per year ($1,000 x17). Budgeted: $13,000 /Extra Amount Requested: $4,000 /Total Amount Requested for 2026: $17,000
General Fund	Public Safety	13	10-55-235	Equipment & Supplies	800	One-Time	**Evidence Gun Lockers**: Budgeted: $0 /Extra Amount Requested: $800 /Total Amount Requested for 2026: $800
General Fund	Public Safety	14	10-55-235	Equipment & Supplies	2,500	One-Time	**Evidence Drawers**: Budgeted: $0 /Extra Amount Requested: $2,500 /Total Amount Requested for 2026: $2,500
General Fund	Public Safety	15	10-55-347	Professional Services	15,000	One-Time	**Facility Needs Assessment**: For PD specifically
General Fund	Public Safety	16	10-55-235	Equipment & Supplies	14,500	Ongoing	**Flock Cameras**: 4 Cameras, Live TV and Data
General Fund	Public Safety	17	10-55-235	Equipment & Supplies	4,750	Ongoing	**Guardian Score**: Business cards and data
General Fund	Public Safety	18	10-55-235	Equipment & Supplies	15,200	One-Time	**AEDs**: (8) AEDs requested at a cost of $1,900 each; none budgeted for 2026
General Fund	Public Safety	19	10-55-235	Equipment & Supplies	5,200	One-Time	**Fingerprint Scanners**: Requesting (2) at $2,600 per scanner
General Fund	Public Safety	20	10-55-210	Office Supplies	2,000	Ongoing	**Office Supplies**: Budgeted: $2,000/ Extra Amount Requested: $2,00 /Total Amount Requested for 2026: $4,000
General Fund	Public Safety	21	10-55-383	SOU Services	2,000	Ongoing	**SOU Services**: Training and services per member, Budgeted: $2,000 /Extra Amount Requested: $2,000 /Total Amount Requested for 2026: $4,000
General Fund	Public Safety	22	10-55-383	SOU Services	18,000	Ongoing	**New SOU Member**: Upfit costs for one additional member, Training, Equipment= $12,000/ Shared Contributions: $6,000
General Fund	Public Safety	23	10-55-380	Tuition & Books	6,400	Ongoing	**Denver University Leadership Training**: Ongoing request for three team members to be able to attend versus the one budgeted. Budgeted: $3,200 /Extra Amount Requested: $6,400 /Total Amount Requested for 2026: $9,600
General Fund	Public Safety	24	10-55-372	Meeting Expenses	800	Ongoing	**Holiday Party for PD Staff**: Budgeted: $2,700 /Extra Amount Requested: $800 /Total Amount Requested for 2026: $3,500
General Fund	Public Safety	25	10-55-410	Event Production	4,000	Ongoing	**National Night Out**: $1,000 budgeted, requesting an additional $4,000 for a total budget of $5,000
General Fund	Public Safety	26	10-55-410	Event Production	2,500	Ongoing	**Community Policing Supplies**: Supplies for Coffee with a Cop, Chill with a Cop, Cops and Bobbers, Shop with a Cop, Flight Days Outreach at events**,** Budgeted: $500 /Extra Amount Requested: $2,500 /Total Amount Requested for 2026: $3,000

2026 TOE Budget Above-Target Final List

Fund	Dept	Priority	Acct	Acct Description	Amt	Category	Request Description & Rationale
General Fund	Public Safety	27	10-55-220	Operating Supplies	2,000	Ongoing	**PAC Set Radio R&M**: PAC Set Radio repair, batteries, maintenance and chargers**,** Budgeted: $1,000 /Extra Amount Requested: $2,000 /Total Amount Requested for 2026: $3,000
General Fund	Public Safety	28	10-55-231	Vehicle R&M Supplies	1,000	Ongoing	**Vehicle Tire R&M:** Tire Swap and preventative maintenance, contracted with Eagle County Shops, Budgeted: $4,000 /Extra Amount Requested: $1,000 /Total Amount Requested for 2026: $5,000
General Fund	Public Safety	29	10-55-360	R&M Services	6,000	Ongoing	**Vehicle R&M**: EC Fleet Tire Swaps & Preventative Maint- Labor and On-going Fleet Repair, Budgeted: $11,000 /Extra Amount Requested: $6,000 /Total Amount Requested for 2026: $17,000
General Fund	Public Safety	30	10-55-395	Contract Services	4,500	Ongoing	**FNE Exams**: 5 x $900 ea./ Required for FNE Exams per statute , no budget for 2026
General Fund	Public Safety	31	10-55-234	SRO Supplies	1,000	Ongoing	**SRO Supplies**: Budgeted: $500 /Extra Amount Requested: $1,000 /Total Amount Requested for 2026: $1,500
General Fund	Public Safety	32	10-55-225	Uniforms	500	Ongoing	**Records Technician Uniforms**: Budgeted: $500 /Extra Amount Requested: $500 /Total Amount Requested for 2026: $1,000
General Fund	Public Safety	33	10-55-343	Recruitment	7,389	Ongoing	**Recruitment**: Budgeted: $1,546 /Extra Amount Requested: $7,389 /Total Amount Requested for 2026: $8,935. Note that this is typically offset by salary savings from vacancies as we do not currently have any vacancies. Recruitment Testing: Psych Exam- $450/ Per Exam x 5 = $2,250, Medical Exam- $140/ Per Exam x 5= $700, Written Exam- 24.50/per test x 30= $735, CVSA- $450/ per x 5= $2,250 & Recruitment Advertising and Marketing
General Fund	Public Safety	34	10-55-225	Uniforms	11,980	Ongoing	**New Officer Uniforms**: Budgeted: $7,020 /Extra Amount Requested: $11,980 /Total Amount Requested for 2026: $19,000**.** Note that this is typically offset by salary savings from vacancies as we do not currently have any vacancies. Includes all Uniforms, BWC, Cell Phone, Firearms, Taser, and Software: $9,500 per officer x2
General Fund	Public Safety	35	10-55-225	Uniforms	2,000	Ongoing	**Training Uniforms**: No budget for 2026
General Fund	Public Safety	36	10-55-210	Office Supplies	2,500	One-Time	**Patrol Room Desks**: No budget for 2026
General Fund	Streets	1	10-54-360	R&M Services	25,000	Ongoing	**Concrete Repairs**: Budget was removed in 2025 to meet reduction targets, but it is critical ongoing maintenance that we should consider adding back to the budget.

2026 TOE Budget Above-Target Final List

Fund	Dept	Priority	Acct	Acct Description	Amt	Category	Request Description & Rationale
General Fund	Sustainability	1	10-71-347	Professional Services	2,000	One-Time	**Fleet Electrification Analysis**: This amount is to bring the fleet analysis back up to the total quoted price of $11,000 from Sawatch Labs. They do a comprehensive evaluation of all our fleet vehicles, fleet use data, fleet charging needs, fleet needs interviews and cost, then match existing vehicles with electric models that are trusted and on the market. Having a third party recommend vehicles that will work for our needs will allow us to create a clear purchasing policy around vehicles, vehicle replacement, and make a long term plan that both council and staff can trust while we work toward net zero by 2028
General Fund	Sustainability	2	10-71-330	Dues & Subscriptions	5,150	Ongoing	**CC4CA Membership**: Coalition supporting and advocating for strong state and federal climate policy. This would directly support our net zero goals, though membership requires council approval. Dues are based on community size.
General Fund	Sustainability	3	10-71-347	Professional Services	25,000	Ongoing	**Energy Efficiency & Electrification Rebates -** Residential & Commercial: Rebate program is run by Walking Mountains, though the town boosts available rebate amounts by contributing funding. $25,000 programmatic contribution here + EEOP fund balance of $25,000 brings us to $45,000 that will go directly back to the community to support building decarbonization and net zero by 2030 efforts.
General Fund	Sustainability	4	10-71-347	Professional Services	30,000	Ongoing	**Beyond Lawn**: Supports the Beyond Lawn Team in providing guidance, lawn and irrigation assessments, and rebates to Eagle residents who are converting their landscapes to be water-wise. The organization sent the town a $30,000 request in July for staff and council to consider during the budget development process.
General Fund	Sustainability	5	10-71-372	Meeting Expenses	1,350	Ongoing	**Event Support**: New Line Item: Sustainability Community Engagement for Bike to Work Day ($150), Climate Action Week Event ($400), EV Ride & Drive ($300), General Engagement ($500)
Wastewater Fund	Wastewater	1	51-58-366	Testing & Permits	20,000	Ongoing	**Testing & Permits**: Lab expenses for testing wastewater. This increased with our new permit. Current 2026 Budget is $70,000.
Wastewater Fund	Wastewater	2	51-58-360	R&M Services	50,000	Ongoing	**Collection System & Treatment Plant Repairs**: As we do annual jetting/cleaning, we identify repairs needed, current 2026 Budget is $50,000.
Wastewater Fund	Wastewater	3	51-58-235	Equipment & Supplies	1,000	Ongoing	**Office Furniture**: For new plant operator, No current need, but money set aside for potential future need**,** no budget for 2026
Wastewater Fund	Wastewater	4	51-58-235	Equipment & Supplies	7,000	Ongoing	**Lab Equipment**: No current need, but money set aside for potential future need, no budget for 2026
Wastewater Fund	Wastewater	5	51-58-358	Sewer Imaging	21,000	Ongoing	**Sewer Imaging**: We try to image 1/3 of the system each year. If we continue with this contract cut, it would be dependent on staff to do the imaging. Current 2026 budget is $179,000.
Water Fund	Water	1	52-59-220	Operating Supplies	10,000	Ongoing	**Chemical Costs**: Inflation on chemicals added to water.

2026 TOE Budget Above-Target Final List

Fund	Dept	Priority	Acct	Acct Description	Amt	Category	Request Description & Rationale
Water Fund	Water	2	52-59-230	R&M Supplies	12,065	Ongoing	**Deferred Maintenance**: Spare sensor parts - these often have long lead times, so it would be best practice to have funding set aside for this
Water Fund	Water	3	52-59-230	R&M Supplies	9,000	Ongoing	**As-Needed Repairs**: Ideal budget would be $100K-$110K annually; 2026 budget is $91,000 for all R&M.
Water Fund	Water	4	52-59-235	Equipment & Supplies	10,000	Ongoing	**GIS Data Collection Equipment**: Equipment needed to continue to update our GIS map
Water Fund	Water	5	52-59-347	Professional Services	3,500	Ongoing	**GIS Data Gathering & Conversion**: Outside support to augment existing staff
Water Fund	Water	6	52-59-390	CDL Testing	10,000	One-Time	**CDL Testing (1) Staff Member**: Need additional CDL drives to help move trucks after Konur left. Recommended so that utilities doesn't need to depend on Streets staff for assistance with their projects
Water Fund	Water	7	52-59-250	Meters	30,000	Ongoing	**Meters**: Assuming we'll need 400-500 meters in 2026, excluding Haymeadow. 2" meter is about $1,000, $325 for 1" meter plus install supplies
Water Fund	Water	8	52-59-255	Meter Related Supplies	60,000	Ongoing	**Meter Supplies:** Assuming we'll need 400-500 meters in 2026, excluding Haymeadow.
Water Fund	Water	11	52-59-375	Computer Support	6,600	One-Time	**Neptune 360 Customer Portal**: A portal to let homeowners see real-time water usage data, initial setup cost
Water Fund	Water	12	52-59-375	Computer Support	5,900	Ongoing	**Neptune 360 Customer Portal**: Ongoing user fees.
Total	**83**				**1,184,987**		

Row Labels	Sum of Amount
DDA Fund	15,000
General Fund	913,922
Wastewater Fund	99,000
Water Fund	157,065
Grand Total	**1,184,987**

Fund	General Fund

Row Labels	Sum of Amount
B&G	119,200
Comm Dev	149,600
Comms & Marketing	50,000
Econ Dev & Housing	184,350
Finance	6,596
HR	3,500
IT	37,119
Public Safety	275,057
Streets	25,000
Sustainability	63,500
Grand Total	**913,922**

Fund	General Fund

Row Labels	Sum of Amount
Building Maintenance Study	50,000
Contract Services	8,500
Dues & Subscriptions	5,500
Equipment & Supplies	148,650
Event Production	6,500
Gas & Oil	7,000
Janitorial Maint. Contracts	36,000
Media	50,000
Meeting Expenses	2,150
Office Supplies	4,500
Operating Supplies	14,000
Professional Services	403,100
R&M Services	51,000
R&M Supplies	13,200
Recruitment	7,389
SOU Services	20,000
SRO Supplies	1,000
Travel	14,000
Tuition & Books	14,834
Uniforms	18,480
Utilities	37,119
Vehicle R&M Supplies	1,000
Grand Total	**913,922**

To: Mayor Woods and Town Council

From: Kira Koppel, Sustainability Specialist

Date: February 24th, 2026

Agenda Item: Holy Cross Energy Presentation

REQUEST: Staff would like to provide background information for Holy Cross Energy's presentation, to better prepare Council for engagement with Holy Cross Energy post-presentation.

BACKGROUND: In 2021, the Eagle Town Council adopted two sustainability goals via Resolution No. 56. These goals are net zero carbon emissions for Town operations by 2028 and net zero carbon emissions for the Eagle community by 2030. The Adam Palmer Sustainability Fund was soon formed, to support implementation of the 2030 goal. Their staff and board then created the Eagle Net Zero Action Plan, which includes a full community greenhouse gas inventory, strategies to achieve net zero emissions, and a wedge analysis (shows the impact of included strategies on emissions reduction). A key strategy within this plan is building electrification – transitioning from natural gas-powered heating, cooling, and cooking appliances and systems to electric ones in both new and existing commercial and residential buildings. This is included as a strategy because our local electric grid, managed by Holy Cross Energy, is made up of a majority of renewable energy sources (85% renewable at the end of 2025). Holy Cross Energy also set a goal in 2019 to achieve 100% renewable energy sources for its electricity by 2030. Another key strategy in the Net Zero Action Plan is to electrify vehicles and build out electric vehicle charging infrastructure, something that also relies on a clean (renewable) electric grid.

Additionally, the Town has been partnering with nearby communities on a regional effort to align building codes, as we share the same workforce. This regional effort has two main goals: increase consistency between codes in the region to improve efficiencies for contractors and to support regional sustainability goals. In 2025, the Eagle Town Council adopted the Regional Net Zero Roadmap, which lays out a path to an all-electric building code (with exceptions that are still being determined by the cohort) . An all-electric code with exceptions is a key strategy within our own net zero action plan (stated as "Residential New Construction Electrification Requirement") and is also referenced in the wider Climate Action Plan for the Eagle County Community as "Adopt net zero or all-electric construction code for new buildings." Holy Cross Energy has been involved in the cohort and has been apprised of its activities.

ANALYSIS: Throughout the past few years, several questions have arisen about Holy Cross Energy's ability to serve a large increase in electric-powered infrastructure. In an effort to be proactive and prepared, should the strategies within our sustainability plans and Regional Net Zero Roadmap be implemented into town code, staff wanted to provide an opportunity for Council to interact directly with the CEO of Holy Cross Energy, Bryan Hannegan. This presentation and question-and-answer session will allow Council to learn more about how the town's plans and Holy Cross Energy's plans may interact to support one another. There is an opportunity to strengthen a partnership between the Town and Holy

Cross Energy to ensure these initiatives are implemented thoughtfully, in a manner that works well with Holy Cross Energy's capabilities to serve and also in a manner that makes sense for Eagle residents and businesses.

The Town's next building and energy code updates are planned for 2027. This is in alignment with our regular code adoption cycle. This would mean implementing the all-electric code with exceptions at that time, should council approve. As you will see in the presentation, Holy Cross Energy currently has capacity to serve, but substation transformer capacity needs to be considered. Since Holy Cross Energy plans to upgrade the substations serving Eagle in 2028 (Wolcott) and 2029 (Cooley Mesa), it will be important to work with them in the coming years to ensure these potential code changes can be accommodated by Holy Cross Energy's existing infrastructure, and how we might be able to leverage other programs they offer to ensure continued reliability and capacity as we further implement our net zero goals. This business item is an opportunity to open that conversation and to keep council apprised of staff's work in this space.

COMMUNITY INPUT: No community input at this time.

BUDGET / STAFF IMPACT: This item, as well as coordination with Holy Cross and Council is included in staff's planned work time. The rate change mentioned in the presentation was approved by the Holy Cross Energy board last week and is estimated to result in a 2% increase to the town's annual electricity spend ($2,503), based on our electricity usage from 2025.

STRATEGIC ALIGNMENT / STANDARDS ACHIEVED: This presentation and discussion relates to 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 highlights and supports continued implementation of Town Council Resolution No. 56, a resolution adopting town-wide sustainability goals.

RECOMMENDED ACTION OR PROPOSED MOTION: No formal action is needed at this time. Staff seeks to prepare Council with important background information that is essential as we continue to implement our net zero goals. Staff also is presenting the opportunity for Council to engage with Holy Cross Energy and ask any questions they may have.

ATTACHMENTS:

- Holy Cross Energy Capacity Assessment – Town of Eagle Presentation

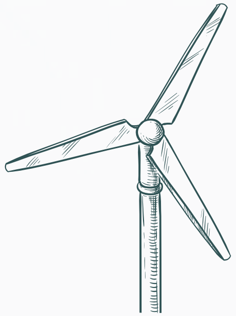
Capacity Assessment – Town of Eagle

February 24, 2026

HOLY CROSS ENERGY
ESTABLISHED 1939

About Holy Cross Energy

Holy Cross Energy (HCE) provides **safe, reliable, affordable, and sustainable** energy and services that improve the quality of life for our members and their communities.



In 2025, 85% of our power supply came from wind, solar, and hydro*; more than double the amount provided to members in 2017.*

Founded in 1939, we serve more than 46,500 members in scenic Western Colorado with:

280 MW Peak Demand

3,130 Miles Distribution Lines

120 Miles Transmission Lines

175 Employees

Our Journey to 100% Clean Energy

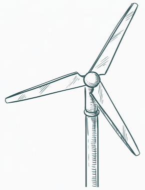
In 2019, HCE's Board of Directors established a goal of:

- 100% carbon-free power supply by 2030
- Carbon-neutral or better across the enterprise by 2035

in a way that ***does not sacrifice affordability, safety, or reliability*** for the sake of sustainability.

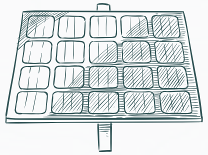
Energy Efficiency

Obtain additional reduction of electric sales from existing uses where cost-effective to do so.



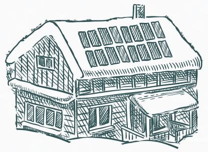
Cleaner Wholesale Power

Incorporate new, clean, dispatchable resources into HCE's power supply mix.



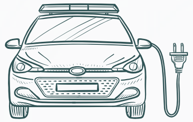
Local Clean Energy Resources

Continue our existing agreements for energy from local solar and hydro projects.



Distributed Energy Resources

Support installation new solar systems with energy storage on homes and businesses.



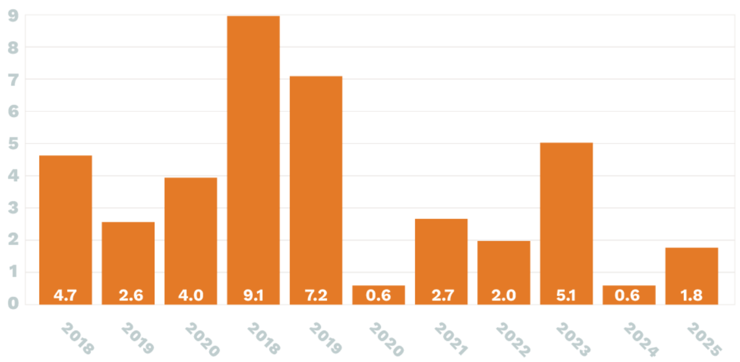
Smart Electrification

Encourage the expanded use of electricity for transportation, building heating and cooling, and industrial processes.

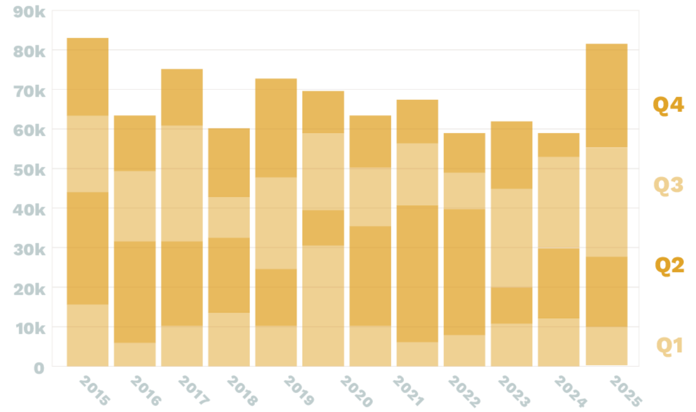
Our Progress

***Simultaneously* providing**
- ***Safe***
- ***Reliable***
- ***Affordable***
- ***and Sustainable***

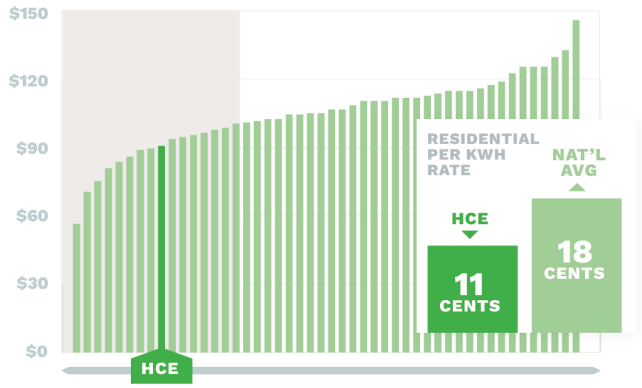
energy and services that improve the quality of life for our members and communities.



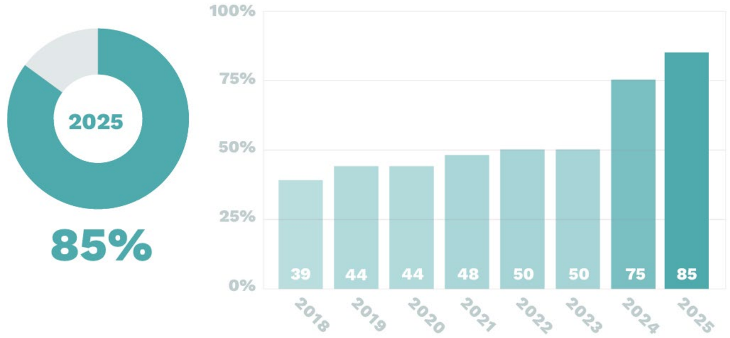
✓ SAFE



✓ RELIABLE



✓ AFFORDABLE



✓ SUSTAINABLE

Distribution Capacity Assessment - Eagle

Ability to Serve

- Feeders serving Eagle have available capacity to serve ~**2x** their existing peak loads with minimal upgrades
- Substation transformer capacity is primary constraint
- Cooley Mesa substation is currently near capacity during cold weather peak load events, but operates at <90% of capacity 99.6% of time
- Substation capacity is planned to increase by **50MW (~3x)** in 2029 to support load growth and improve resilience
- Substation capacity at the neighboring Wolcott sub is planned to increase by **50MW (~3x)** in 2028, and can be used to support load on Cooley Mesa circuits before its upgrade is complete

Takeaways

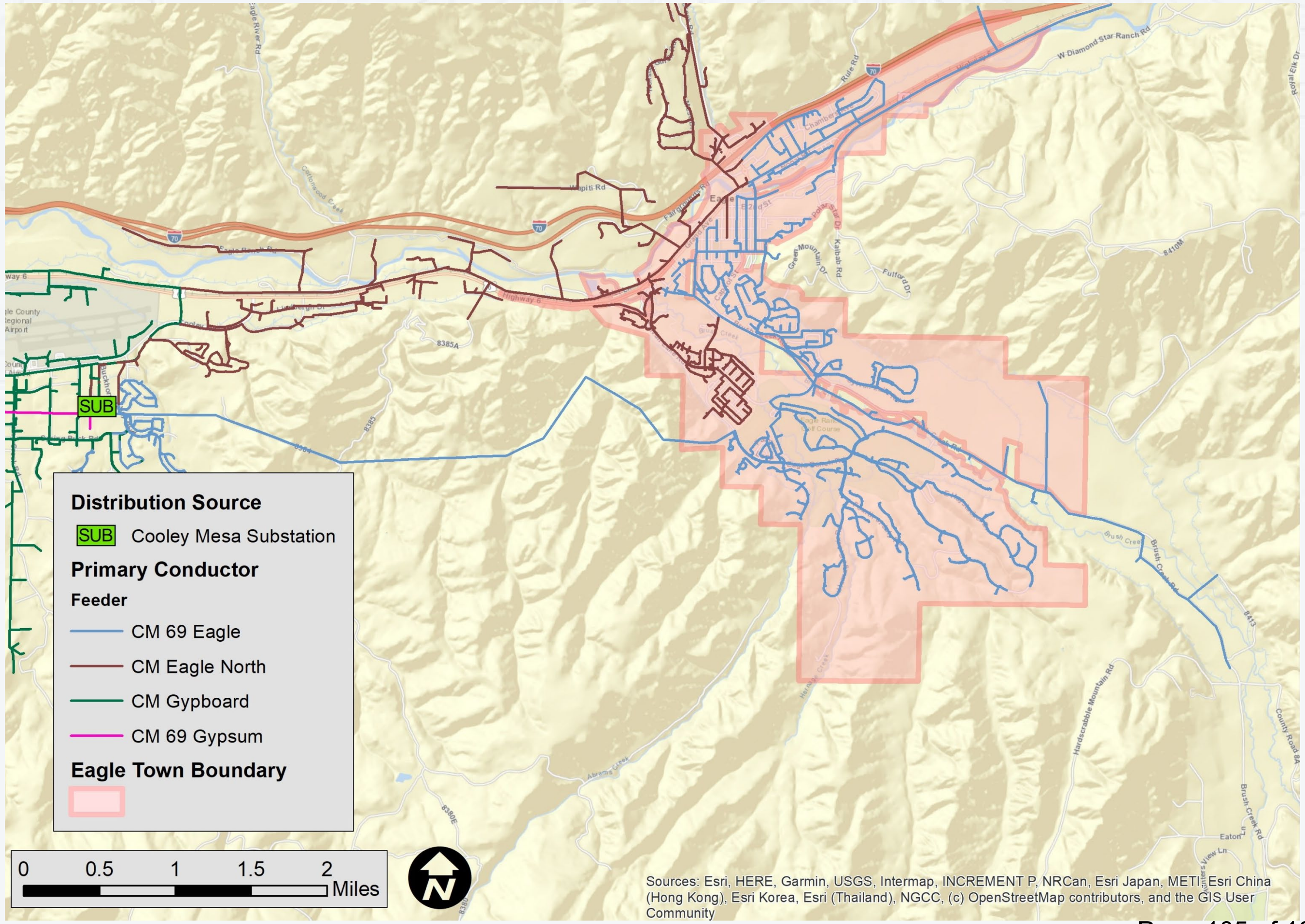
- **We continuously monitor, model and forecast** system behavior and are actively working to expand capacity to meet demands of load growth and electrification
- **The earlier we are informed** of load additions, building code changes, etc, the better equipped we will be to incorporate additional demand into our planning and budgeting process
- HCE's demand response and storage programs **continue to grow and support system operations** through peak shaving

Cooley Mesa Substation

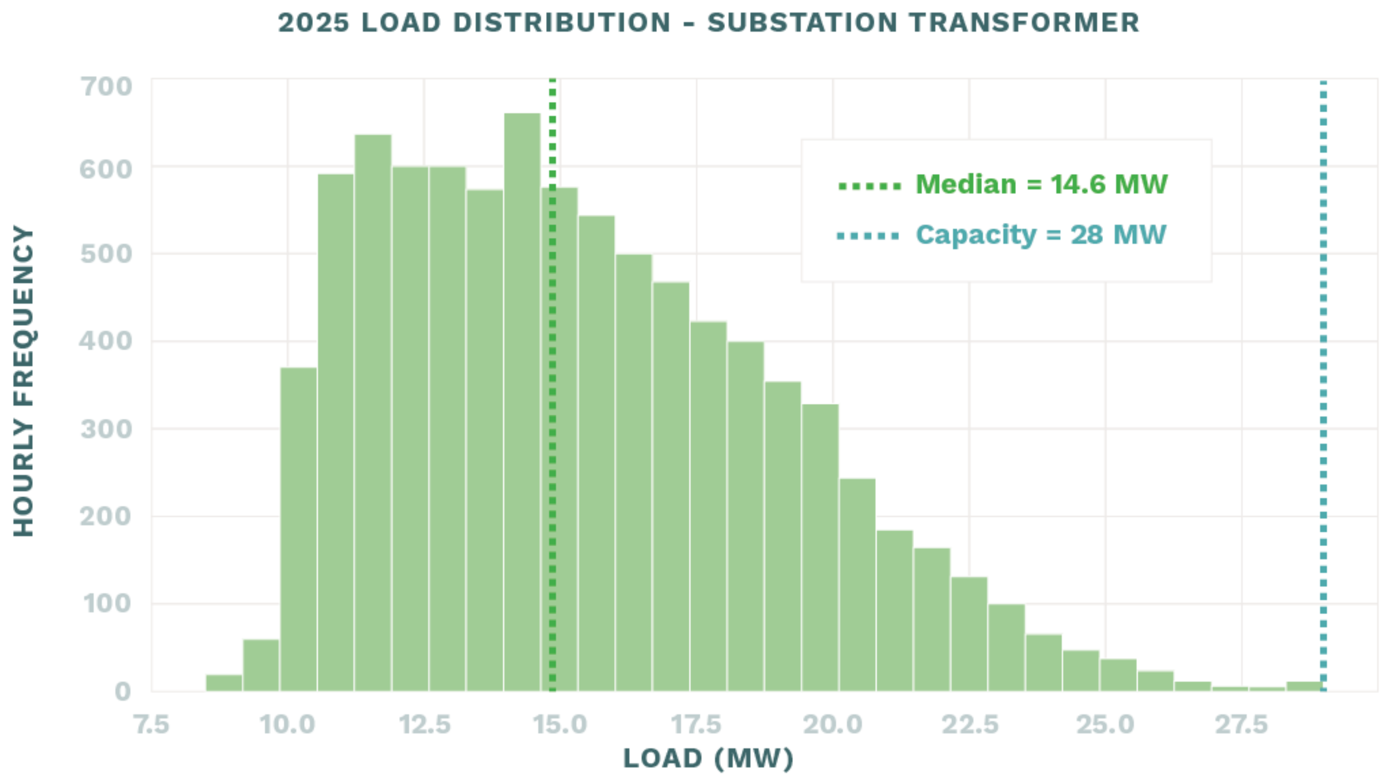
Current Substation Status

- Transmission Feed: **230kV Basalt and 230kV Wolcott Lines**
- Miles of Distribution: **360.4**
- Number of Meters: **9313**
- Nameplate Distributed Generation: **9.8 MW**
- Nameplate Distributed Storage: **1.3 MW**
- Historical Peak Load: **28.0 MW**
- Forecasted peak load 2030: **30.0 MW**

Circuit Map | Infrastructure Town of Eagle



Electric Load vs. Capacity at Substation

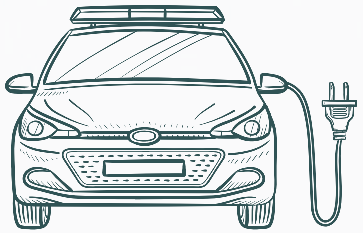


- Substation Capacity at Peak Before Upgrades Required: 28 MW
- In 2025, transformer was at <90% of capacity 99.6% of the time
- A transformer can handle brief periods of temporary overload, especially during cold weather that coincides with highest loads

Peak Demand: 28 MW

Smart Electrification Can Manage Impacts

HCE is actively managing the increased electricity demand from commercial and municipal building and heating electrification, electric vehicles, and residential heat pumps.



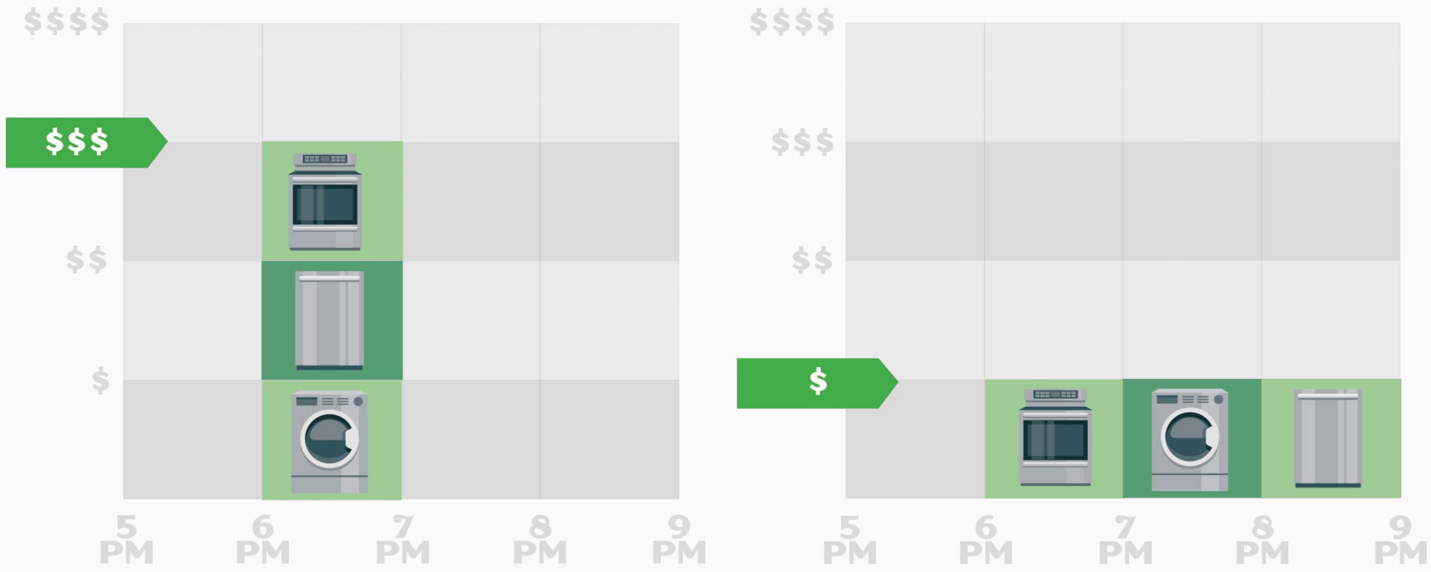
- **Solar + Storage:** Through our Power+ program, HCE incentivizes home batteries to store excess solar power, effectively creating a "virtual power plant" to meet peak demand
- **Grid Orchestration:** To manage fluctuating renewable supply, HCE partners with Virtual Peaker to deploy a cloud-based platform that coordinates distributed resources like home batteries and EV chargers
- **Smart Electric Rebates:** HCE offer a variety of energy efficiency and smart electrification rebates to help our members invest in high-efficiency equipment such as heat pumps, smart panels, induction cooktops and more
- **EV Charging:** Whether charging at home, work or in the community, HCE offers programs and rebates to help offset some of the cost of EV charger installations. HCE has a preferred installer list to make the process easier, and can assist with State grant applications

Rate Change and Increase (April 2026)

- ***Residential Services – Small*** & ***General Services - Small*** (commercial) rate classes: new demand charge of $1.00/kW
- **Residential Services - Large** rate class: increased demand charge to $5.51/kW
- ***General Services - Large & Irrigation*** (commercial) rate class: increasing demand charge to $6.38/kW

Real World Example:
The Power of Staggering.

- *Running several appliances at once increases a user's demand, increases the strain on the gird, and can lead to a higher bill*
- *Staggering appliance usage throughout the day can lead to a lower demand, will lessen the strain on the grid, and can lead to bill savings.*




Thank You
HOLY CROSS ENERGY
ESTABLISHED 1939
Your community. Your co-op. Your choice.

Karp Neu Hanlon PC
ATTORNEYS AT LAW
WWW.MOUNTAINLAWFIRM.COM

Mail to:
Glenwood Springs
201 14th Street
Suite 200
Glenwood Springs, CO 81602

Aspen
0133 Prospector Road
Suite 4102-J
Aspen, CO 81611

Basalt
200 Basalt Center
Suite 200
Basalt, CO 81621

Ridgway
565 Sherman Street
Suite 6
Ridgway, CO 81432

DATE: February 20, 2026

TO: Eagle Mayor and Council

FROM: Karp Neu Hanlon, P.C.

RE: Town Manager Selection Process

Pursuant to Eagle Town Charter Section 4.02 the Town Council has the authority to appoint a Town Manager. That position was vacated in December with the retirement of Larry Pardee. Town Council appointed Melissa Daruna as the interim Town Manager.

Council has indicated a desire to move forward with the appointment of a permanent Town Manager. This process is governed by the Town Charter and state law.

There are three or four decisions or actions for Town Council consider at the February 24, 2026 meeting. First is appointing the Council as a search committee. Second is approving a job description and pay range for the town manager position. Then is the decision of whether to only post the position internally, to also post the position externally, or to utilize a recruiting firm.

Below is a brief discussion of applicable law.

Open Meetings Law

The relevant provision of the OML is C.R.S. Sec. 24-6-402(3.5). That provision requires a search committee, which can be the elected Council members to develop a hiring process, job description, and timeframes for appointment. It then requires that the Council publicly name one or more finalists and then wait fourteen days until an appointment is made.

Equal Pay for Equal Work Act

The EPEWA requires that open positions be posted for a "reasonable time" allowing existing employees to review and apply. In our experience a 7 to 14 day job posting meets this requirement for internal postings. Additionally, all job postings must disclose the pay range and a general description of the benefits to be offered, as well as how and by what deadline to apply. Employers must disclose all job opportunities to all employees — then disclose who was hired, and how to express interest in similar opportunities to everyone the applicant will regularly work with, within 30 days.

Action Items for Town Council

Action 1 – Appoint Search Committee
Motion to appoint the Town Council as the Search Committee for the Town Manager position pursuant to CRS 24-6-402(3.5).

Action 2 – Approve Job Description and Salary Range
Motion to approve the job description and salary range included in the packet [WITH ANY CHANGES DISCUSSED].

Action 3 – Posting Internally or Externally
Motion to post the Town Manager position [PICK ONE: INTERNALLY/INTERNALLY AND EXTERNALLY/VIA A RECRUITER].

Action 4 – Application deadline – [IF NOT USING A RECRUITER]
Motion to set a deadline for applications of ________________, 2026 and a goal to make a selection by _____________, 2026.

To: Mayor and Town Council Members

From: Lynette Horan, HR Manager

Date: February 19, 2026

Agenda Item: Town Manager Market Pay Analysis

REQUEST: HR Review Salary Market Data for Town Manager Selection Process

INTRODUCTION: Best practice is to review the Town Manager salary range annually to remain competitive. The last review occurred in June 2025, when the average market pay for Colorado mountain towns near ski resorts was **$227,201**. HR recommends conducting another review around **June 2026**, when updated data becomes available.

ANALYSIS:
2026 Salary Range

- Minimum - $176,010
- Midpoint - $220,002
- Maximum - $264,014

ADDITIONAL DATA:

- **2026 Budgeted Salary:** $241,500 (based on former Town Manager's pay and budgeted increase)
- **2026 Updated Market Average:** $221,831 for comparable regional Town/City Managers
- **Comparison Group (12):** Avon, Aspen, Breckenridge, Carbondale, Frisco, Mountain Village, Vail, Silverthorne, Snowmass Village, Steamboat Springs, Telluride, Eagle County

COMMUNITY INPUT: None.

BUDGET/STAFF IMPACT: Town Council will determine the final compensation. HR recommends revisiting the salary range and updated market data prior to the first performance evaluation of the new Town Manager.

STRATEGIC PLAN ALIGNMENT:

- Be an Employer of Choice.
- Maintain positive employee/employer relations.
- Offer competitive compensation and benefits.

RECOMMENDED ACTION: Advise or approve the salary range listed in the Town Manager job description as presented in the Town Attorney's Staff Report and Recommended Motions.

Town of Eagle
Job Description/Role and Responsibilities
Town Manager

Position Title: Town Manager
Reports to: Town Council/ Town Mayor
Direct reports to this position: Finance Director, Community Development Director, Chief of Police, Public Works Director, Town Clerk-Court Supervisor, Human Resources Manager
Indirect reports to this position: All municipal staff
FLSA Status: Exempt
Pre-Hire Requirements: This position requires successful passing of a pre-hire drug test and criminal background and motor vehicle check.
Pay Range: Minimum $176,000.00, Mid-point $220,002.00, Maximum $264,014.40

Job Summary: The Town Manager is responsible for developing long-range plans for the Town of Eagle with guidance from the Town Council and assists in the achievement of common goals and objectives. Will carry out the policies adopted by the Town of Eagle Town Council. This role provides professional administration, management and supervision of municipal departments and staff.

Essential Functions:
1. Functions as the Chief Administrative Officer of the Town of Eagle
2. Prepares town Council meeting agendas and materials for bi-weekly meetings and special sessions, attends all meeting of the Town Council, and participates in an advisory capacity
3. Prepares a comprehensive annual operating budget and capital improvement plan
4. Provides written report on the finances and administrative activities at the end of each fiscal year
5. Ensures fiscal responsibility and modern accounting and financial reporting practices
6. Develops performance measurement systems for municipal services
7. Plans for short-term and long-term financing for capital projects
8. Makes recommendations for appointments and removal of relevant positions and membership on committees
9. Recruits, hires, supervises, and evaluates the town workforce, including key department managers
10. Provides oversight of personnel functions, policies and procedures, classification and compensation plans and benefits
11. Assures compliance with relevant federal laws and regulations, Colorado General Laws and municipal bylaws, ordnances, and regulations
12. Serves as the Chief Procurement Officer
13. Oversees and manages property and assets
14. Applies for and administers federal, state, and private grant funds
15. Acts as the liaison with state and federal government, local civic and business entities, and interested members of the public
16. Enforces all terms and conditions of any contract, including any public utility franchise, to which the Town is a part or party

17. Facilitates the flow and understanding of goals, ideas, and information between and among elected officials, employees, and citizens
18. Performs other duties as may be assigned by the Mayor or Town Council
19. Places high priority on quality customer service, and demonstrates continuous effort to improve operations
20. Encourages transparency and public engagement on town matters
21. May be asked by the Council to assist in managing the Town Council's direct reports; directing work to be done and providing feedback on performance as needed
22. Occasionally travels to off-site locations for work, errands, or training

Other Duties: Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.

Core Competencies:

- Financial aptitude
- Personal Effectiveness/Credibility
- Thoroughness, Detail Oriented
- Collaboration/Conflict Resolution Skills
- Communication Proficiency
- Flexibility
- Strong organizational skills
- Ability to work under pressure and adhere to deadlines
- Excellent customer service skills
- Professionalism
- Good judgement
- Leadership
- Motivator

Education, Training and Certifications:

- Master's Degree in Business or Public Administration preferred or the equivalent in relevant experience
- Minimum 7-10 years of commensurate experience in public administration or a field closely related to a multiservice business organization or municipal government including a minimum of 5 years managing an exempt level staff of 5-10 direct reports
- Valid Colorado Driver's License and clear motor vehicle record

Knowledge, Skill and Ability Requirements:

1. Demonstrated success with progressively responsible management experience
2. Previous success in developing organizational goals in alignment with the Council's strategic initiatives, demonstrated ability to reach those goals
3. Ability to assess potential risks and benefits of Council and staff decisions and effectively communicate these in making sound decisions for the Town.
4. Ability to effectively manage the budget and finance process and priorities
5. Demonstrated skills in leadership, communication, engaging and motivating staff, and working effectively with the public
6. Knowledge of Statutory Town local and state laws

7. Ability to use independent judgment and assume full responsibility for decisions and actions
8. Ability to oversee and motivate key department managers and staff
9. Skilled at implementing best practices for internal policies and procedures
10. Effective communication skills with Council, staff, and community
11. Operation of personal computers and related equipment and software including advanced-level word processing, spreadsheets, and database software and management
12. Fluent in English language, proper grammar, punctuation, and spelling in oral and written communication.

Physical Requirements: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is regularly required to handle office tools and materials, lift, carry, or move up to 25 pounds, climb, balance, crawl, twist, stoop, kneel, bend, crouch, and reach.
- This job requires speaking, hearing, and the ability to distinguish objects in low and bright light using visual capacity including peripheral vision, depth perception, color vision, and far and near acuity to perform responsibilities of the position.
- The ability to sit in front of a computer for significant periods of time is required. The ability to operate a vehicle is required.

Environment: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with a disability to perform the essential functions. While performing the duties of this job, the employee is primarily in an enclosed, moderately quiet office environment with regulated temperatures but will travel to local offsite meetings after normal work hours and may be required to visit worksites in inclement weather on unpaved or uneven terrain

Position Type and Expected Hours of Work: This is a fulltime, benefits eligible position. Normal days and hours of work are Monday through Friday 8:00 a.m. to 5:00 p.m. Will attend Town Council (2nd and 4th Tuesday at 6 p.m.), and various committee meetings that occur during or after regular business hours.

Our Commitment to Diversity, Equity, and Inclusion: The Town of Eagle is an equal opportunity employer committed to diversity, equity, and inclusion in the workplace and the broader Eagle community. We strongly encourage and seek applications from women, people of color, including multilingual and multicultural individuals, as well as members of the lesbian, gay, bisexual, and transgender communities. Applicants shall not be discriminated against because of race, religion, sex, national origin, ethnicity, age, disability, political affiliation, sexual orientation, gender identity, color, marital status, or medical conditions. Reasonable accommodations will be made so that qualified disabled applicants may participate in the application process. Please advise in writing of special needs at the time of application.

The employee signature below constitutes employee's understanding of the requirements, essential functions, and duties of the position. In addition, employee also understands that not all the duties are described above, and employee agrees to perform those above and other related duties as directed by the Town Council. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Employee Signature: Date:

Print Name:

To: Mayor Woods and Town Council

From: Planning Department

Date: February 24, 2026

Agenda Item: CONTINUE LUDC text amendment to resolve inconsistencies, provide clarity and correct omissions for several items within the Land Use and Development Code (LUDC).

REQUEST:
For Town Council to continue the public hearing to March 10, 2026.

INTRODUCTION:
The file was scheduled to be heard by the Planning Commission on February 17, 2026, but has been postponed until March 3, 2026.

ANALYSIS:
Analysis of the proposed code amendments will be provided at the public hearing on March 10, 2026.

COMMUNITY INPUT:
None.

BUDGET / STAFF IMPACT:
None.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:
Analysis of the code amendment against the Strategic Plan will be included in the staff report on March 10th.

RECOMMENDED ACTION OR PROPOSED MOTION:
I move to CONTINUE file LUDC26-01, a LUDC text amendment to resolve inconsistencies, provide clarity and correct omissions for several items within the Land Use and Development Code (LUDC), to the March 10, 2026, Town Council meeting.

ATTACHMENTS:
None.

To: Mayor Woods and Town Council

From: Planning Department

Date: February 24, 2026

Agenda Item: CONTINUE file numbers DR25-01 and PP25-01; Major Development Permit and Preliminary Plat approval for Red Mountain Ranch, Parcel 1

REQUEST:
For Town Council to continue the public hearing to March 24, 2026.

INTRODUCTION:
The file was scheduled to be heard by the Planning Commission on February 17, 2026, but has been continued to the March 17, 2026, Planning & Zoning Commission hearing date.

ANALYSIS:
Approval of a Major Development Permit and Preliminary Plat for development of 66 total housing units.

COMMUNITY INPUT:
None.

BUDGET / STAFF IMPACT:
None.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:
Analysis of the proposals against the Strategic Plan will be included in the staff report on March 24th.

RECOMMENDED ACTION OR PROPOSED MOTION:
I move to CONTINUE files DR25-01 and PP25-01, a Major Development Permit and Preliminary Plat approval for the construction of 66 total housing units, to the March 24, 2026, Town Council meeting.

ATTACHMENTS:
None.

To: Mayor Woods and Town Council

From: Sydney Dynek, Planner, Community Development Department

Date: February 24, 2026

Agenda Item: DR25-07; Resolution 10, Series 2026

REQUEST:
To approve the Major Development Permit application for a 7,050 square foot preschool facility located at 621 Haymeadow Drive and pass Resolution 10, Series 2026.

SUMMARY:
This Major Development Permit application proposes to construct a 7,050 square foot preschool facility on an approximately 1.5-acre parcel. The property is located north of Haymeadow Drive, southeast of Mt Hope Circle, and west/northwest of Ouzel Lane.

The Community Development Department determined that the proposed Major Development Permit application is consistent with the following requirements:

- The proposed Major Development Permit is consistent with and promotes the following goals and policies of Elevate Eagle, the Town's Comprehensive Plan:

Goal 1-2	Expand and diversify the Town's economic opportunities.
Policy 1-2.1	Providing opportunities that increase the likelihood of the Town's citizens to work within Eagle.
Policy 1-2.5.	Provide opportunities for a balanced mix of housing and services to support local businesses, employees, residents, and visitors.
Policy 1-2.9.	Create a positive business environment that encourages (re)investment and expansion.
Policy 1-2.11	Encouraging childcare and infant care facilities in commercial, mixed-use, and residential neighborhoods as appropriate.
Goal 2-8	Policies for the Brush Creek Character Area (Shown on Map): Including properties along the east and west sides of Brush Creek Road to the southern end of the urban growth boundary.
Policy 2-8.4	New development should create connections to existing trails and pedestrian areas within the Brush Creek character area, where appropriate.

- The proposed Major Development Permit is consistent with the 5th Amended Haymeadow PUD Guide.
- The proposed Major Development Permit is consistent with applicable sections of the Town's Land Use and Development Code.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:
This Major Development Permit supports the 'Improve Community Responsive Services' goal of the Town's Strategic Plan by filling a critical need for childcare services that exists within the community. This application also supports 'Stimulate Economic Vitality and Development' goal by providing childcare so Eagle residents can live and work in the community and support the community's economic vibrancy.

RECOMMENDED ACTION OR PROPOSED MOTION:
I move to approve file number(s) DR25-07, Resolution 10, Series 2026, based on the conditions of approval, recommended findings of fact and conclusions of law contained in the staff report and testimony provided.

ATTACHMENTS:
- Resolution 10, Series 2026
- Development Agreement
- Planning and Zoning Commission Staff Report

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 10
(Series of 2026)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING A MAJOR DEVELOPMENT PERMIT AND ASSOCIATED DEVELOPMENT AGREEMENT FOR MOUNTAIN TOTS

WHEREAS, Mountain Tots Preschool owns the real property located at 621 Haymeadow Drive, Town of Eagle, Eagle County, Colorado (collectively the "Property")

WHEREAS, on July 27, 2026, Mountain Tots Preschool (the "Applicant"), submitted an application for approval of a Major Development Permit to build a 7050 square foot preschool facility;

WHEREAS, on February 3, 2026, the Planning and Zoning Commission held a properly-noticed public hearing to consider the Application, and recommended that the Town Council approve the Application with conditions;

WHEREAS, at a properly-noticed public hearing on February 24, 2026 the Town Council, upon reviewing the recommendation of the Planning and Zoning Commission, and upon hearing the statements of staff and the public, and giving due consideration to the matter, determines as provided below.

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

Section 1. Findings. Based on the Application, the recommendation of the Planning Commission, input from Town staff and any public comment received, the Town Council finds that the Major Development Permit complies with the applicable criteria in Chapters 4.09, 4.10, 4.11, 4.12, 4.13, 4.14, and 4.15 of the Eagle Municipal Code (the "Code") and the Fifth Amended PUD Guide for the Haymeadow PUD dated August 27, 2025.

Section 2. Decision. Based on the foregoing findings, the Town Council approves with conditions the Major Development Permit and Development Agreement.

Section 3. Development Agreement. The Development Agreement is hereby approved with conditions in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Development Agreement on behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED ON February 24, 2026.

TOWN OF EAGLE, COLORADO

____

Brian Woods, Mayor

ATTEST:

____
Camille Deering, Town Clerk

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the ____ day of _______________, 2026 (the "Effective Date"), by and between the Town of Eagle, a Colorado home rule municipal corporation with an address of P.O. Box 609, Eagle, CO 81631 (the "Town"); and _Mountain Tots Preschool___________ with an address of _236 W 3rd St Eagle, CO, 81631__ ("Developer") (each a "Party" and collectively the "Parties").

TOWN RECITALS

WHEREAS, Developer has a legal interest in certain real property located on 621 Haymeadow Drive particularly described on Exhibit A, and known as Parcel Number 2109-102-08-005 (the "Property"); and

WHEREAS, Developer intends to construct a 7,050 square foot preschool facility (the "Development"); and

WHEREAS, on February 3, 2026 after a duly-noticed public hearing, the Town of Eagle Planning & Zoning Commission recommended approval with conditions a Major Development Plan for the Development, as memorialized in the Resolution attached hereto as Exhibit C; and

WHEREAS, on February 24, 2026 after a duly-noticed public hearing, the Town of Eagle Town Council approved with conditions a Major Development Plan for the Development, as memorialized in the Resolution attached hereto as Exhibit D; and

WHEREAS, the Town and Developer desire to set forth their rights and obligations with respect to the Development in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

TERMS

1. Recitals. The foregoing recitals are incorporated herein as material representations and acknowledgments of the Parties.

2. Purposes. The purpose of this Agreement is to set forth the terms and conditions to be met by the Developer with respect to the Development; to set forth the fees to be paid by the Developer upon development of the Property; and to provide for the dedication of all public improvements made on the Property. All terms and conditions contained herein are in addition to all requirements of the Town of Eagle Municipal Code, including Title 4 providing for the development and use of lands, as well as state and federal statutes, and are not intended to supersede any requirements contained therein, except where specifically provided in this Agreement. The Developer agrees to bear all costs and responsibility for completion of the

improvements servicing the Property as provided in this Agreement. Pursuant to Section 4.17.030(E) of the Code, Developer shall pay to the Town all application fees and deposits as adopted by the Town. This Agreement is not executed for the benefit of materialmen, laborers, or others providing work, services, or materials to the Property, or for the benefit of future lot Developers or occupants of the Property. The Developer agrees to comply with all terms and conditions contained in this Agreement.

3. Obligations of Developer. The Developer agrees to satisfy the following obligations with respect to the Development.

3.1 The Development shall comply with the requirements of the Municipal Code except where specific variances or relief have been granted. Developer shall comply with all applications and materials submitted to the Town and verbal and written representations made by Developer or its representatives to the Town in connection with the Development; the conditions of approval of the Major Development Plan and Final Plans shall all be considered "Conditions of Approval" with which Developer shall comply. In the event of conflict between this Agreement and representations made during public hearings, the more specific term shall apply.

3.2 Developer shall submit any proposed future physical changes or improvements to the Property to the Community Development Director for review and approval.

3.3 Developer agrees that all work on the Development shall be performed by contractors who are licensed to work in the Town of Eagle.

3.4 Developer agrees that construction noise shall only occur Monday to Friday from 7:00 am to 7:00 pm and Saturday from 9:00 am to 6:00 pm. On Sundays, no outside construction or related construction support activities shall be permitted at any time. Finish work and related support activities that occur within a fully constructed structure is permitted between the hours of 9:00 am and 6:00 pm. All construction and construction support related activities on holidays are prohibited in conformance with Title 13.02.010. of the Municipal Code.

3.5 Prior to issuance of a building permit for any building in the Development, the Developer shall satisfy all of the following conditions:

3.5.1 Comply with all requirements of the Municipal Code, other sections of this Agreement and any requirements imposed by state, federal or local law.

3.5.2 Record an executed copy of this Agreement and the approved Major Site/Architectural Plan in the Office of the Eagle County Clerk and Recorder, pay all applicable recording fees, and provide recorded copies to the Office of the Town Clerk.

3.5.3. Record any easements, easement agreements, easement encroachments, and/or right of way encroachments approved as part of this Agreement and the approved Major Development Plan.

3.5.4 Pay to the Town of Eagle all applicable administrative fees and dedication and impact fees in effect at time of building permit issuance. An exact accounting of the fees due will be itemized on the building permit application.

3.5.4.1. Development Review Costs. Pursuant to Section 4.17.030(E) of the Code, Developer shall pay to the Town all costs generated by staff's review of the application and that all pass through costs have been paid.

3.5.4.2. Sewer Plan Investment Fee (PIF). The sewer fee set forth in Code § 12.36.030.

3.5.4.3. Water PIF. The water plant investment fee required by Code § 12.16.010.

3.5.4.4. Street Improvement Fee. The street improvement fee set forth in Code § 3.10.020 and as updated in the Town's Fee Schedule.

3.5.4.5. Fire Protection Impact Fees. The fire protection impact fee set forth in Code § 3.10.040 and as updated in the Town's Fee Schedule.

3.5.4.6. Public Safety Impact Fees The public safety impact fee set forth in Code § 3.10.030 and as updated in the Town's Fee Schedule.

3.5.5 Submit for review and approval an engineer's estimate of public improvements in accordance with Engineering Standards and post the required amount of security as set forth in Section 4.1 below.

3.5.6. The Town may, at its sole discretion, issue a grading permit for the installation of improvements or a portion of the improvements outlined in Exhibit C. Should the Town determine to issue a grading permit, no construction may occur until all plans, including but not limited to a drainage plan, have received approval from the Town Engineer.

3.5.7. <u>Insurance</u>. Developer and every contractor hired by Developer to perform work under this Agreement shall 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 such contractor.

3.5.7.1. Amounts. The required coverages set forth below shall be procured and maintained with forms and insurers acceptable to the Town.

a. Workers compensation insurance to cover obligations imposed by applicable Colorado law for any employee engaged in the performance of work.

b. General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual, and employee acts), blanket contractual independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

3.5.7.2. Form. The policies shall be endorsed to include the Town and the Town's officers and employees as additional insureds. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Every policy shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any insurance pool of the Town, shall be excess and not contributory insurance to that provided by Developer. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations. Developer shall be solely responsible for deductible losses under any policy required above.

3.5.7.3. Certificate. Upon request by the Town, Developer shall provide the Town with a certificate of insurance as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policy shall not be canceled, terminated or materially changed until at least 30 days prior written notice has been provided to the Town.

3.6 Prior to issuance of a certificate of occupancy, the Developer shall satisfy all of the following conditions:

3.6.1 Comply with all requirements of the Municipal Code and state and federal law.

3.6.2 Install all public improvements required by the Municipal Code, Engineering Standards and identified on the Final Plans (the "Public Improvements"), provide as-built drawings of the installed Public Improvements and have the Town approve and accept the installed Public Improvements pursuant to Section 4.3 below.

3.6.3 Make or fund any replacement of Public Improvements if the Town determines, in its sole discretion, that any of the Public Improvements require replacement.

3.6.4 Make or fund any repairs to any public facilities damaged during construction of the Development or Public Improvements if the Town determines, in its sole discretion, that any public facilities were damaged by Developer.

3.6.5 Provide as-built drawings and an Improvement Survey Plat per the Engineering Standards

3.7. Developer agrees to comply with all conditions of approval as set forth in Exhibit D, which are incorporated herein as if set forth in full.

4. Improvements.

4.1 Security for Public Improvements. Developer shall post sufficient security to guarantee the installation, performance, or maintenance of any required Public Improvements in accordance with the Municipal Code and Engineering Standards. The total amount of required security for Public Improvements for the Development shall be 125% of the amount specified on Exhibit F, attached hereto and incorporated by this reference. The Parties agree that the amounts on Exhibits F does not necessarily reflect the Town Engineer's estimate of what the actual cost to the Town would be if the Town were required to fund construction of all the Public Improvements, repair or any damage to public facilities caused in connection with the Development. As Improvements and repairs are completed, Developer may apply to the Town Manager for release for all or part of the security, which release shall be approved by the Town Engineer or the Town Attorney.

4.2 Security for Private Improvements. In the event that the Town determines, in its reasonable discretion, that circumstances exist which materially threaten or impair the Developer's ability to complete any required Private Improvements in accordance with this Agreement, the Municipal Code, or applicable standards, the Town may require the Developer to post security to guarantee completion of such Private Improvements. Upon written notice from the Town describing the basis for the required security, the Developer shall, within the time period specified in such notice, post security in a form acceptable to the Town Manager and Town Attorney, and in an amount determined by the Town Engineer, Community Development Director, or designee to be sufficient to guarantee completion of the identified Private Improvements, including a reasonable contingency. The Town and Developer acknowledge that the amount of such security may exceed the Developer's remaining cost to complete the Private Improvements, and is intended to represent the Town Engineer's estimate of the cost the Town may incur if it is required to complete such Private Improvements. Following completion of the Private Improvements, certification of completeness by the Developer, and inspection by the Community Development Director, Town Engineer, or designee, the Developer may apply for the partial or full release of the security. Any release shall be approved by the Town Manager, with concurrence by the Town Engineer, Community Development Director or Town Attorney, consistent with applicable Town standards and procedures.

4.3 Certification. Developer shall retain, at its sole expense, a licensed professional engineer for on-site construction inspections to ensure that all Improvements installed by Developer are installed as required pursuant to Town standards, specifications. The engineer shall certify to the Town Engineer in writing that the Improvements were installed were completed in compliance with Town standards, approvals, plans, specifications, Conditions of Approval and this Agreement.

4.4 Acceptance. Acceptance of Public Improvements shall be requested by the Developer of the Town Manager and shall be granted only after the Town approves the as-built drawings referenced in section 3.6.5 and the certification described in section 4.3 above. Developer shall be responsible for the maintenance of Public Improvements until the Public Improvements are accepted by the Town. Prior to said acceptance, Developer shall post a bond or other security in an amount determined by the Town Manager to cover the cost of maintenance of Improvements before acceptance by the Town. Within 30 days of the acceptance date, Developer shall dedicate or convey to the Town all rights-of-way and easements required for the operation, maintenance, repair and replacement of the Public Improvements free and clear of all liens and encumbrances that might adversely affect the use of the Public Improvements for their intended purpose. Developer shall also execute a bill of sale conveying the Public Improvements which are to be conveyed to the Town pursuant to this Agreement free and clear of all liens and encumbrances.

4.4 Warranty. All Public Improvements accepted and conveyed to the Town shall be guaranteed for two years from the date of the Town's acceptance (the "Warranty Period"). Developer shall provide to the Town a bond or sufficient warranty for any and all Public Improvements conveyed to the Town pursuant for the Warranty Period in accordance with Engineering Standards. Specifically, but not by way of limitation, the Developer shall warrant that:

(a) The title conveyed shall be good and its transfer rightful;

(b) The Public Improvements conveyed shall be free from any security interest or other lien or encumbrance; and

(c) The Public Improvements so conveyed shall be free of any defects in materials or workmanship for a period of two years, as stated above.

4.5 Title Policy. Developer shall provide the Town a commitment for a title insurance policy indicating that the Property is free and clear of all encumbrances whatsoever which would impair the use of the Property for the approved Development. Further, said title commitment or an additional title commitment shall show that any property to be dedicated to the Town is free and clear of all encumbrances which would make Public Improvements and dedications unacceptable as the Town in its sole discretion determines. At the time the building permit is issued, the title insurance policy(s) shall be provided to the Town, and the premium(s) for the title insurance shall be paid by the Developer. In the event the title commitment(s) reflect encumbrances which would impair the use of the Property as proposed or which would make the public dedications unacceptable, the Town shall notify the Developer, who shall cure or otherwise remove or subordinate said encumbrances to the satisfaction of the Town.

4.6 Maintenance. Unless dedicated to and accepted in writing by the Town for maintenance, all Improvements shall be maintained by Developer, and for any Improvements that will be maintained by the Town, a separate maintenance agreement shall be required. Initial Acceptance or Final Acceptance by the Town of ownership of any Improvement does not constitute acceptance by the Town of maintenance for such Improvement. If Developer wishes to transfer maintenance obligations to any other entity, including an owners' association, Developer shall obtain prior written approval from the Town.

4.6.1. Vacant Lots/Tracts. Developer shall be responsible for maintenance, including without limitation, weed control, vermin control and debris removal, on all vacant lots and tracts until such time as such lots or tracts are developed.

5. Vested Rights. In accordance with and subject to the provisions of C.R.S. §24-68-101 et seq., Developer shall have the vested right to develop the Development as set forth in the approved Major Development Plan provided however that Developer shall have three (3) years to complete the improvements. This Agreement shall not preclude the application to Developer of changes in laws, regulations, plans, or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations. In the event changes in the law prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary to comply with the law and according to the Town's terms. In the event of a change of law, the Developer and Town shall take action as may be reasonably required in good faith to meet the intent of this Agreement.

6. Permitted Uses. The permitted uses of the Development and the density and intensity of use of the Development, the maximum height, bulk and size of the proposed building, and the location of public improvements and public utilities, and other terms and conditions of development applicable to the Development shall be as set forth in the approved Major Development Plan and Final Plan Review.

7. Inspection. The Town may enter and inspect any portion of the Development to determine whether the Developer is in compliance with the obligations set forth in this Agreement. If the Town determines that any Improvements as set forth in this Agreement have not been constructed and installed as required, the Town shall furnish the Developer with a list of specific deficiencies. The Town shall not be required to issue a building permit or certificate of occupancy so long as the listed deficiencies remain. If the Town determines the Developer has not cured the deficiencies within thirty (30) days after presentation of the list to the Developer, the Town may, but need not, cause such additional work to be done as it deems necessary to complete any public improvements or to cure any listed deficiencies. Developer shall be liable to the Town for the entire cost of such additional work, whether performed by the Town's employees or by others at the direction of the Town. If the Developer does not pay the Town the cost of such additional work including, as may be appropriate, the cost the Town expended for materials, for services of those not employed by the Town, and for the apportioned cost of wages and benefits paid for by the Town for hours of the Town employees, then the Town may, upon ten (10) days' notice to the Developer, have a lien against all or any part of the Property. The Town may certify the amount of such lien to the Eagle County Treasurer for collection, enforcement and remittance of general property taxes or assessments. In addition, if attorney's fees are incurred by the Town to enforce this Agreement, they shall be paid by the Developer.

8. Utility and Drainage Easements. All utility and drainage easements shall be accessible to the Town at all times. In the event any structure is constructed which obstructs partially or wholly Town access to said easements, the Town retains the right to remove such obstruction at the sole cost of the Developer. The Town shall not be responsible for any costs associated with the replacement of said obstructions. The easements shown on the Major Development Plan shall be modified to show the actual "as built" placement of utilities.

9. Nuisances. Developer shall prevent the existence of any nuisances as defined by the Code; provided that, for purposes of this Section, the presence of ground squirrels, vermin or noxious weeds on the Property shall be deemed nuisances. If the Town determines that a nuisance exists, Developer shall promptly remove or abate such nuisance at Developer's sole cost. If the nuisance is not abated to the reasonable satisfaction of the Town within 30 days following Developer's receipt of written notice from the Town describing the nuisance, the Town may draw upon the Performance Guarantee to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Code. The Town may exercise this right in addition to, or in lieu of, other available remedies. The decision to draw on the Performance Guarantee shall be within the sole discretion of the Town.

10. Draw. If the required Improvements are not satisfactorily constructed or completed in the time and manner required herein, the Town may, after first giving Developer written notice of such failure and not less than 30 days to cure such failure, draw on the Performance Guarantee to complete the Improvements. If the Performance Guarantee is to expire within 14 calendar days and Developer has not yet provided a satisfactory replacement or satisfactorily completed the Improvements, the Town may draw on the Performance Guarantee and either hold such funds as security for performance of this Agreement or spend such funds to complete the Improvements or correct problems with the Improvements as the Town deems appropriate.

11. Default; Termination. Any failure by either party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such thirty (30) day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such thirty (30) day period. Upon the occurrence of a default under this Agreement, the non-defaulting party may take action pursuant to the Code or institute legal proceedings to enforce the terms of this Agreement. If the default is cured, then no default shall exist and the noticing Party shall take no further action.

Notwithstanding anything to the contrary contained herein, neither Party shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of war, a pandemic for which a disaster emergency is declared by the Governor, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplemental environmental regulations, or similar basis for excused performance which is not within the reasonable control of the Party to be excused. Upon the request of either Party hereto, an extension of time, including an extension of applicable contract dates, for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

12. Defense and Indemnity.

12.1. Developer's Actions. Developer shall hold harmless and indemnify Town and its elected and appointed officers, agents, employees, and representatives from claims, costs, and liabilities for any personal injury, death, or physical damage (including inverse condemnation) which arises directly or indirectly, as a result of the construction of the Development, or of operations performed under this Agreement, by Developer or by Developer's contractors, subcontractors, agents or employees, whether such operations were performed by Developer or any of Developer's contractors, subcontractors, or any one or more persons directly or indirectly employed by, or acting as agent for, Developer or any of Developer's contractors or subcontractors.

12.2. Town's Actions. Nothing in this section shall be construed to mean that Developer shall indemnify or hold the Town or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage arising from, or alleged to arise from any act or omission of the Town with regard to improvements that have been offered for dedication and accepted by Town for maintenance. Nothing contained herein is intended to nor shall be construed as a waiver of the Town's governmental immunity under state or federal law.

13. No Agency, Joint Venture or Partnership. It is specifically understood and agreed to by and between the parties that: (1) the subject Development is a private development; (2) the Town has no interest or responsibilities for, or due to, third parties concerning any improvements until such time, and only until such time, that the Town accepts the same pursuant to the provisions of this Agreement or in connection with the Current Approvals (as defined in the Recitals above); (3) Developer shall have full power over and exclusive control of construction of the Development on the Property subject to the approvals and Conditions of Approval of the Town; and (4) the Town and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between Town and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between Town and Developer.

14 Miscellaneous Provisions.

14.1 Assignment. This Agreement may not be assigned by the Developer without the prior written consent of the Town, which consent shall not be unreasonably withheld, conditioned or delayed. In the event the Developer desires to assign its rights and obligations herein, it shall so notify the Town in writing together with the proposed assignee's written agreement to be bound by the terms and conditions contained herein.

14.2 Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on the Developer as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

14.3 Amendments. This Agreement shall not be , except by subsequent written agreement of the Parties.

14.4 Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the Town of Eagle Municipal Code and Ordinances and the laws of the State of Colorado, and that the Developer, when dealing with the Town, acts at its own risk as to any representation or undertaking by the Town officers or agents or their designees which is subsequently held unlawful by a court of law.

14.5 Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way defines, limits, or prescribes the scope or intent of this Agreement or any part hereof.

14.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and assigns.

14.7 Invalid Provision. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

14.8 Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Eagle County, Colorado.

14.9 Attorneys' Fees; Survival. Should this Agreement become the subject of litigation, the substantially prevailing Party shall be entitled to, and the failing Party shall pay, all reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys shall survive any termination of this Agreement.

14.10 Authority. Each person signing this Agreement represents and warrants that they are fully authorized to enter into and execute this Agreement, and to bind the Party it represents to the terms and conditions hereof.

14.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

14.12 Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective 72 hours after deposit in the United States mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices shall be sent.

Notice to Town:	Town of Eagle 200 Broadway Street P.O. Box 609 Eagle, CO 81631
With copy to:	Karp Neu Hanlon, P.C. P. O. Drawer 2030 Glenwood Springs, CO 81602
Notice to Developer:	Mountain Tots Preschool Po Box 333, Eagle, CO, 81631 236 W Third Street Eagle, CO 81631

With a copy to:

14.13 Construction. Each reference in this Agreement to any of the Current Approvals shall be deemed to refer to the Current Approval as it may be from time to time pursuant to the provisions of this Agreement, whether or not the particular reference refers to such possible amendment.

14.14 Covenants Running with the Land. All of the provisions contained in this Agreement constitute covenants running with the land. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Property.

IN WITNESS WHEREOF, this Agreement has been entered into by and between the Town and Developer as of the date and year first above written.

TOWN OF EAGLE, COLORADO

____
Bryan Woods, Mayor

ATTEST:

____
Camille Deering, Town Clerk

MOUNTAIN TOTS TRUSTEE

____

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this ____ day of ___________________, 2026, by ____________________________ as ___________________ of Mountain Tots.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: ___________ ________________________________
Notary Public

EXHIBIT A
LEGAL DESCRIPTION

Lot A
Haymeadow Filing 2
A replat of Tract Z1 of Haymeadow Cabin Parcel and Tracts G, H, RMF-4 and X of Haymeadow Filing 1 Situated in Tracts 37, 38, 44, 55, 59, 61, 62 and 63, Township 5 South, Range 84 West of the Sixth P.M., Town of Eagle, Eagle County, Colorado

EXHIBIT B
APPROVED FINAL PLANS FOR THE DEVELOPMENT

1. Site Plan

2. Engineering Plans

3. Project Narrative

EXHIBIT C

PLANNING & ZONING COMMISSION RECOMMENDATION

TOWN OF EAGLE, COLORADO
PLANNING AND ZONING COMMISSION
RESOLUTION NO. 1
(Series of 2026)

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF EAGLE, COLORADO RECOMMENDING APPROVAL WITH CONDITIONS OF A MAJOR DEVELOPMENT PERMIT TO CONSTRUCT A 7050 SQUARE FOOT PRESCHOOL FACILITY AT 621 HAYMEADOW DRIVE

WHEREAS, MOUTAIN TOTS PRESCHOOL, c/o the Board of Directors ("the Applicant") owns the real property at 621 Haymeadow Drive, Town of Eagle, Eagle County, Colorado (the "Property");

WHEREAS, on July 27, 2025, the Applicant submitted with the Town an application for a major development permit to construct a 7050 square foot preschool facility at 621 Haymeadow Drive (the "Major Development Permit Application"); and

WHEREAS, on February 3, 2026, the Planning and Zoning Commission held a properly-noticed public hearing on the Application.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF EAGLE, COLORADO AS FOLLOWS:

Section 1. Findings. The Planning and Zoning Commission finds that the Major Development Permit Application complies with all applicable provisions of the Eagle Municipal Code and that approval of the Applications are in the best interest of the public health, safety, and welfare.

Section 2. Decision. Based on the foregoing findings, the Planning and Zoning Commission recommends approval of the Application, subject to the following conditions:

1. The applicant shall provide the manufacturer's specification sheet for the stucco at time of building or foundation permit. Stucco spec sheet must make note of the materials' ability to withstand the local climate.
2. The applicant shall specify the height and material of the fence surrounding the outdoor play area prior to building permit application or foundation permit.
3. If the applicant is required to make changes to the parking plan, those changes will be reviewed administratively at time of building or foundation permit.
4. The applicant shall demonstrate that their long-term bicycle parking meets the intent of the Association of Pedestrian and Bicycle Professionals (APBP) Essentials of Bike Parking guidelines through secure and weather protected measures.
5. The applicant shall provide an access agreement for the driveway and utility lines.

INTRODUCED, READ, PASSED AND ADOPTED ON FEBRUARY 3, 2026.

TOWN OF EAGLE, COLORADO

____

Matthew Hood, Chair

ATTEST:

____

Gram Dick, Administrative Technician

EXHIBIT D
TOWN COUNCIL APPROVAL

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 10
(Series of 2026)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING A MAJOR DEVELOPMENT PERMIT AND ASSOCIATED DEVELOPMENT AGREEMENT FOR MOUNTAIN TOTS

WHEREAS, Mountain Tots Preschool owns the real property located at 621 Haymeadow Drive, Town of Eagle, Eagle County, Colorado (collectively the "Property")

WHEREAS, on July 27, 2026, Mountain Tots Preschool (the "Applicant"), submitted an application for approval of a Major Development Permit to build a 7050 square foot preschool facility;

WHEREAS, on February 3, 2026, the Planning and Zoning Commission held a properly-noticed public hearing to consider the Application, and recommended that the Town Council approve the Application with conditions;

WHEREAS, at a properly-noticed public hearing on February 24, 2026 the Town Council, upon reviewing the recommendation of the Planning and Zoning Commission, and upon hearing the statements of staff and the public, and giving due consideration to the matter, determines as provided below.

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

Section 1. Findings. Based on the Application, the recommendation of the Planning Commission, input from Town staff and any public comment received, the Town Council finds that the Major Development Permit complies with the applicable criteria in Chapters 4.09, 4.10, 4.11, 4.12, 4.13, 4.14, and 4.15 of the Eagle Municipal Code (the "Code") and the Fifth Amended PUD Guide for the Haymeadow PUD dated August 27, 2025.

Section 2. Decision. Based on the foregoing findings, the Town Council approves with conditions the Major Development Permit and Development Agreement.

Section 3. Development Agreement. The Development Agreement is hereby approved with conditions in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Development Agreement on behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED ON February 24, 2026.

TOWN OF EAGLE, COLORADO

____
Bryan Woods, Mayor

ATTEST:

____
Camille Deering, Town Clerk

EXHIBIT E
CONDITIONS OF APPROVAL

1. The applicant shall provide the manufacturer's specification sheet for the stucco at time of building or foundation permit. Stucco spec sheet must make note of the materials' ability to withstand the local climate.

2. The applicant shall specify the height and material of the fence surrounding the outdoor play area prior to building permit application or foundation permit.

3. If the applicant is required to make changes to the parking plan, those changes will be reviewed administratively at time of building or foundation permit If the applicant is required to make changes to the parking plan, those changes will be reviewed administratively at time of building or foundation permit.

4. The applicant shall provide an access agreement for the driveway and utility lines.

EXHIBIT F
ESTIMATE FOR PUBLIC IMPROVEMENTS

To: Mayor Woods and Town Council

From: Sydney Dynek, Planner, Community Development Department
Jessica Lake, Senior Planner, Community Development Department

Date: February 24, 2026

Agenda Item: Discussion regarding the State Resilience Code ("WUI Code")

REQUEST:

To follow up with the Council after the January 6th work session and January 20th meeting with the Planning Commission to provide an update on staff's plan over the next month with respect to the WUI Code.

INTRODUCTION:

Following the January 6th Work Session and the conversation on January 20th regarding the State Resilience Code ("WUI Code"), staff wanted to keep the conversation going with the decision makers. For those who were unable to attend the work session or would like to re-watch it, the link to the recording is included here (LINK) and is also available on the Town's website.

During the January 20th meeting, staff posed questions to the Planning Commission about impacts to street trees, costs, differences between the State's code and California 7A as they each relate to landscaping, general impacts on community character, and landscaping with regard to setbacks and lot lines. The minutes from the January 20th meeting are included here (LINK) and the recording is also available (LINK).

Staff have been meeting with different jurisdictions to understand what others are doing and why, what kind of challenges are they facing, and what pushback are they receiving if any. To date we have met with all communities in the Eagle County Wildfire Collaborative working group (Vail, Eagle County, Avon, Minturn, Red Cliff, Gypsum), Town of Basalt, Town of Carbondale, City of Black Hawk, and we will be meeting with City of Glenwood Springs during either the last week in February or the first week in March.

Staff are continuing to conduct additional research through conversations with peer communities, with the consultant team at Headwaters Economics, with local fire experts, insurance agents, developers, and with arborists.

STAFF ANALYSIS:

Important Note on Scope of Review

The proposed Wildland–Urban Interface (WUI) Building Code will go directly to Town Council for two readings and will not go to the Planning & Zoning Commission for a recommendation.

The Commission's role in this process will be focused solely on amendments to Title 4 (Land Use and Development Code)—particularly the updates and formatting changes to Chapter 4.11 (Landscaping, Screening, and Fencing Standards). Additional updates will include clarifications to Chapters 4.09, 4.10, 4.14, 4.15, and 4.16 to ensure consistency with State or Town-adopted Wildfire Standards. We will need to make more substantial amendments over time to reduce conflicts between chapters and align all chapters with best practices.

As part of ongoing discussions related to development standards, staff would like to provide clarification on the distinction between building code requirements and land use code regulations, as these serve different purposes and are administered through different review processes.

- **Land Use Code** regulates where and how development occurs, including zoning, site design, landscaping, setbacks, and community character.
- **Building Code** regulates how buildings are constructed, with a focus on life safety, structural integrity, fire resistance, and material performance.

While these systems are interrelated, they operate independently and are implemented by different review processes, timelines, and expertise. Changes to one can have significant implications that do not necessarily overlap with the other.

Staff has heard recent feedback wondering if the Town would consider adopting the State Resiliency Code without local amendments. Staff would like to share perspective on the practical implications of this approach based on operational experience.

From a staff and applicant standpoint, adopting the State Code without local amendments would result in longer review timelines, increased costs, and greater uncertainty, particularly for residential and small-scale projects.

For the Building Code, under a 7A style amendment, applicants and reviewers would rely on an established materials database of pre-approved, code-compliant products (LINK). This allows:

- Applicants (including DIY homeowners) to select approved materials without extensive documentation.
- Staff to focus review efforts on project-specific design and safety issues rather than material research.
- Predictable timelines and reduced review friction.

By contrast, using the State's Code for the Building Code requirements does not include a comparable materials database. Under this framework:

- The burden of proving material compliance shifts entirely to the applicant.
- Applicants must submit documentation for each individual material (e.g., soffits, vents, decking supports, windows, exterior finishes).
- Staff must independently research and verify each material submittal for compliance.

The absence of a standardized materials database would:

- Extend permit review timelines due to increased documentation and verification.
- Increase costs for applicants, who may need third-party testing, certifications, or professional assistance.

- Create challenges for homeowners and small builders unfamiliar with technical material compliance requirements.

From an operational standpoint, this would require staff to conduct extensive material-by-material research for every project, which is not scalable and would further strain existing resources that are already under significant strain. Another option would be to create an Eagle specific materials database; however, this would take a considerable amount of time and would require a level of expertise that current staff does not have.

Based on experience and capacity considerations, staff strongly supports retaining a locally amended building code that includes clear, pre-approved material standards. This approach best serves:
- Community resilience
- Public safety
- Predictable and timely permitting
- Cost control for applicants
- Efficient use of Town resources

Staff recognize the importance of aligning with the state requirements and believes that the 7A approach, with local amendments, will ensure the building code functions effectively for Eagle's community, applicants, and staff.

Implementation Considerations:
As landscaping standards evolve to better reflect Eagle's community character, staff is mindful that implementation must be practical, understandable, and enforceable. We continue to debate internally how much information must be included as Code language versus what we can put in community resource documents. We have to meet the State minimum standards, but they are vague and leave a lot of flexibility in terms of implementation.

Key implementation considerations include:
- <u>Clarity for applicants</u>: Standards should clearly communicate intent and expectations without requiring specialized ecological expertise to comply.
- <u>Consistency in review</u>: Staff should be able to review and enforce landscaping standards efficiently and consistently across projects.
- <u>Flexibility by context</u>: Different character areas may require different tools (e.g., standards, guidelines, or best practices) rather than a one-size-fits-all approach.
- <u>Character preservation within State requirements</u>: Standards should maintain Eagle's desired community character while still meeting State minimum landscaping and wildfire requirements—particularly in areas with established canopy or historic patterns.
- <u>Maintenance and longevity</u>: Landscaping expectations should consider long-term maintenance responsibilities and lifecycle performance, not just initial installation.

Next Steps

Staff met the week of February 2nd with the Eagle County WUI Code Working group and the Town's Communication Specialist and will be working on outreach materials to increase community awareness as to when these regulations will be adopted and what will need to be planned for. The Eagle County Collaborative met on February 19th, to discuss the petition process and discuss where each jurisdiction is currently in the process.

Staff want to highlight that Eagle does not have a fire professional or a certified arborist on Town staff. Many of our neighbors to the east and west have at least one of these two professionals on their municipal staff to advise Planners and Building officials on fire science and plant science. Eagle is incredibly fortunate to be able to call on our neighboring jurisdictions for help and advice, and we will continue to lean on our these experts as we move forward into the adoption phase.

While Code language is still being reviewed and refined, staff will continue to collaborate internally and externally to ensure alignment on the proposed standards and the anticipated outcomes.

Additionally, staff is communicating with developers regarding their questions, and the Building Department is actively communicating with contractors about the upcoming regulations so staff can hear concerns and proactively address them to the extent possible. Staff would also like to meet with Councilmembers and Commissioners in small group sessions to understand concerns and answer questions.

Eddie Wilson, the Town's previous Building Official and current consultant, has created a draft ordinance for the building codes. Planning staff is actively working with Eddie to ensure that there is coordination between Title 13 (Building Codes) and Title 4 (Land Use and Development Code). Both the draft building code and the draft landscape code have been sent to legal for review.

Anticipated Adoption Schedule – Title 4:

- January 6 – Work Session
- January 20 – Discussion
- February 12 – Public Notice Published
- February 17 – Discussion – postponed
- February 17 – Draft Landscape Chapter sent for legal and peer review
- February 12 – Public Notice published
- February 26 – Updated Public Notice published
- March 2-13 – schedule 1 on 1 meetings with Commissioners and Council
- ~~March 3 /~~ March 17 – Planning Commission recommendation
- ~~March 24 /~~ April 14 – Town Council adoption

Anticipated Adoption Schedule – Title 13:

- January 6 – Work Session
- February 11 – 7a w/amendments sent for legal review
- February 24 – Discussion
- February 19 and February 26 – Public Notice published
- March 9 and 16 – Updated Public Notice published
- March 10 – presentation to Council by Greater Eagle Fire Protection District
- March 2-13 – schedule 1 on 1 meetings with Commissioners and Council
- ~~March 10 /~~ March 24 – 1st Reading – Town Council
- ~~March 24 /~~ April 14 – 2nd Reading/Adoption – Town Council

ATTACHMENTS:

- Staff Memo from January 6, 2026
- January 6 Work Session Recording
- Staff Memo from January 20, 2026
- Minutes from January 20, 2026
- January 20, 2026 Meeting Recording
- Public Comment received to-date

Resource List

- Articles
  - CSU: Protect Your Home & Property from Wildfire
    - Protect Your Home & Property from Wildfire | Colorado State Forest Service | Colorado State University
  - NFPA- Preparing Homes for Wildfire
    - NFPA - Preparing homes for wildfire
    - Wildfire Hazards & Mitigation | NFPA
  - Lessons from the Burn Zone: Why some homes survived the L.A. wildfires
    - LA Times – Lessons from the Burn Zone
- Podcast
  - APA: Resilience Roundtable- We Need to Outthink Wildfire, Not Try to Eliminate It
    - We Need to Outthink Wildfire, Not Try to Eliminate It by APA Planning
  - Defensible Space: Practical Steps to WildFire Resilience
    Defensible Space: Practical Steps to Wild Fire Resilience
- Videos
  - Wildfire Behavior
    Understanding Fire Behavior in the Wildland/Urban Interface

1143 Capitol Street, Suite 208
P.O. Box 5905
Eagle, CO 81631

December 30, 2025

Town of Eagle
Planning Department
Sydney Dynek

Re: **Colorado Wildfire Resiliency Code**

To whom it may concern,

The Town of Eagle Planning Department reached out to Eagle Ranch regarding proposed or potential changes to the Colorado Wildland Urban Interface code. We appreciate the opportunity to share how the Eagle Ranch community has successfully addressed some of the issues along with where we need to improve. As a large development within the greater Eagle community, and currently containing approximately 175 vacant properties yet to be built on, updates to this code will certainly influence both existing and new homes.

In 2024, Eagle Ranch consolidated and updated the Design Guidelines which allowed us to revisit many of the issues discussed in the forthcoming Wildfire Resiliency Code.

Eagle Ranch is broken down into three neighborhoods, each with a slightly different character and corresponding specifics within the Design Guidelines (please see the attached map for reference). The Highlands neighborhood was initially identified as an area with a higher wildfire risk and therefore many of the Guidelines relating to the wildfire resiliency address this neighborhood directly.

Regarding Site and Landscaping: This is the area where Eagle Ranch's Design Guidelines (at least within the Highlands) are the strongest and most in line with the forthcoming code. The Home Ignition Zone, as mentioned in 501.2, was the referring document used to establish appropriate defensible zones around a home along with input from Eagle Valley Wildland. Given the lot sizes, the Guidelines primarily address Zone 1 and Zone 2, stating:

- *Zone 1 is the area up to 5' from the home. The area within Zone 1 is intended to prevent flames from coming in direct contact with the structure. As such, Eagle Ranch requires a continuous non-combustible inner border not less than 5' wide comprised of washed river cobble mulch placed over weed barrier under elevated decks, surrounding structures and associated landscaping is required.*
  While previously required in the Highlands neighborhood, this requirement was extended to both the Uplands and Meadows neighborhoods during the 2024 Guidelines updates.
- *Zone 2 is the area from 5' to 30' from the home. The area within Zone 2 is intended to give an approaching fire less fuel, which will help reduce its intensity as it gets nearer to structures.*
  The Guidelines state that no conifers should be planted within 10' of the home.

Conformity with both Zones 1 and 2 are only mandated in the Highlands neighborhood but are suggested to be followed in other neighborhood areas. In general, these defensible zones have been easily adopted and implemented on new construction, with very little pushback from owners and developers.

One landscape issue that would need updating to be compliant with the new code deals with fencing. Currently within the Design Guidelines there is no requirement that fencing within 8' of the structure must be non-combustible.

Regarding Structure Hardening: This is the area where the Eagle Ranch Design Guidelines are somewhat lacking relative to the forthcoming code. While some adjustments and updates need to be made, there are some restrictions currently in place. For example:

- Within the Highlands neighborhood, Class A roofs are required.
- Additionally, while not spoken to in the Code, there is also a requirement in this neighborhood for a sprinklered fire suppression system. This requirement is echoed in the current Town of Eagle Building Code.

Currently within the Design Guidelines, there are no specific requirements relative to fire hardening for details like fascia, vents, soffits, or even siding materials. That said, with House Bill 24-1091 already in existence, the HOA and DRB are not opposed to approving fire hardened materials; however, at this time, using such materials are not a requirement. The following statement is reiterated through the Design Guidelines and applies to all neighborhoods:

> *Material substitutions may be approved by the DRB in cases where the alternative offers an increased level of wildfire protection but that do not significantly alter the architectural appearance.*

One DRB concern is how to stay compliant with codes or laws requiring fire-hardened materials, while still maintaining the desired architectural character and aesthetics. Fortunately, there seems to be an increasing number of material options available to achieve this. To date, this concern has shown to be unfounded.

As the HOA and the Town contemplate the Wildfire Resiliency Code, there are some questions that arise. For example:

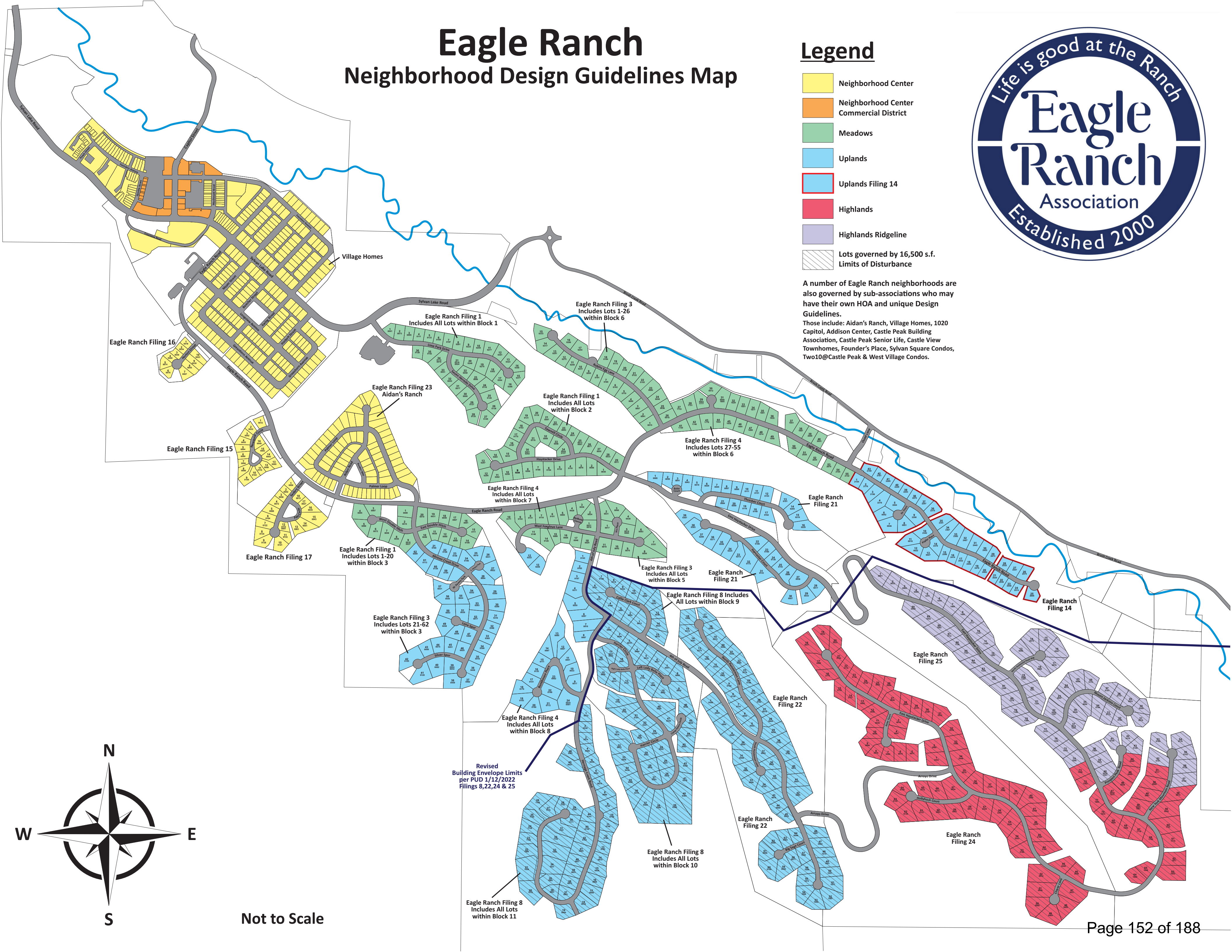
- How will Eagle Ranch be designated or classified relative to Wildfire risk? Will only portions of the development be classified as high risk, or will it be the whole area? Will the high-risk assessment be assigned to the entire Town of Eagle? How will the classification(s) affect how the code is applied?
- As cost of homes and construction in the community continue to rise, will conformity to the Wildfire Resiliency Code have nominal or significant cost implications?

On a related topic, Eagle Ranch has been working with Eagle Valley Wildland for several years. Tim Swaner was consulted during the Design Guideline updates and weighed in on the Wildfire Defensible Zones (among many other things). Through financial support from the HOA, Eagle Valley Wildland offers wildfire assessments and evaluations free to Eagle Ranch homeowners. As a result of fire mitigation actions taken within the development, Eagle Ranch was issued a Certificate of Recognition from the National Fire Protection Association for successfully completing the Firewise USA program. While this mitigation has an associated financial cost to it, being proactive on this subject seems well worth the investment to the HOA and our homeowners.

While the Eagle Ranch HOA and DRB have been proactive on several issues relating to wildfire safety, there is no doubt that as code changes, they will have to be reactive on others and adjust accordingly. We welcome the discussion with the Town of Eagle and hope that our input is helpful.

Thank you for your time and consideration on these matters.

Jason Berghauer
Eagle Ranch Assistant Community Manager



Eagle Ranch
Neighborhood Design Guidelines Map
Legend
Neighborhood Center
Neighborhood Center Commercial District
Meadows
Uplands
Uplands Filing 14
Highlands
Highlands Ridgeline
Lots governed by 16,500 s.f. Limits of Disturbance
A number of Eagle Ranch neighborhoods are also governed by sub-associations who may have their own HOA and unique Design Guidelines.
Those include: Aidan's Ranch, Village Homes, 1020 Capitol, Addison Center, Castle Peak Building Association, Castle Peak Senior Life, Castle View Townhomes, Founder's Place, Sylvan Square Condos, Two10@Castle Peak & West Village Condos.
Life is good at the Ranch
Eagle Ranch
Association
Established 2000
Village Homes
Eagle Ranch Filing 16
Eagle Ranch Filing 15
Eagle Ranch Filing 17
Eagle Ranch Filing 23
Aidan's Ranch
Eagle Ranch Filing 1
Includes All Lots within Block 1
Eagle Ranch Filing 1
Includes All Lots within Block 2
Eagle Ranch Filing 1
Includes Lots 1-20 within Block 3
Eagle Ranch Filing 3
Includes Lots 1-26 within Block 6
Eagle Ranch Filing 4
Includes Lots 27-55 within Block 6
Eagle Ranch Filing 4
Includes All Lots within Block 7
Eagle Ranch Filing 3
Includes All Lots within Block 5
Eagle Ranch Filing 3
Includes Lots 21-62 within Block 3
Eagle Ranch Filing 4
Includes All Lots within Block 8
Eagle Ranch Filing 8 Includes All Lots within Block 9
Eagle Ranch Filing 8
Includes All Lots within Block 10
Eagle Ranch Filing 8
Includes All Lots within Block 11
Eagle Ranch Filing 21
Eagle Ranch Filing 21
Eagle Ranch Filing 22
Eagle Ranch Filing 22
Eagle Ranch Filing 24
Eagle Ranch Filing 25
Eagle Ranch Filing 14
Revised
Building Envelope Limits per PUD 1/12/2022
Filings 8,22,24 & 25
Sylvan Lake Road
Eagle Ranch Road
Brush Creek Road
N
S
E
W
Not to Scale

Outlook

RE: TOE WUI Code Adoption Email and Attachment to be Memorialized in Public Comments

From Steve Stone <stone@dwellmountain.com>
Date Tue 2/17/2026 4:34 PM
To Planning Department <Planning@townofeagle.org>
Cc Melissa Daruna <Melissa.Daruna@townofeagle.org>; Kyle Brotherton <kyle.brotherton@townofeagle.org>; Jessica Lake <jessica.lake@townofeagle.org>; Sydney Dynek <sydney.dynek@townofeagle.org>

1 attachment (311 KB)
WUI Comments for TOE 2.17.26.pdf;

Good afternoon,

In the attached document, I have attempted to outline the items that the town of Eagle staff addressed in their January 6th and January 20th memos to the planning commission. I have summarized the staff's recommendations and provided simple alternatives that I feel should be discussed and considered by planning and zoning, and ultimately by the town council, prior to the adoption of the new WUI code.

I've been a licensed General Contractor in Colorado for the past 25 years, primarily in residential construction, building throughout the state, including many municipalities and communities in Eagle County. I've lived in Eagle for the past decade and want to ensure that our community continues to develop responsibly. I feel that for the town to thrive, it is imperative that good decisions be made in the best interests of our population, thereby making the community more resilient, inclusive, and functional.

My overarching concern is that the unintended consequences of blanketly mapping the entire town as Class 2, adopting a complex code like California 7A, while adoption of Colorado's WUI Code is at its infancy, could have severe, unforeseen repercussions for Eagle's economy.

Sincerely,

Stephen Stone
Cell:303.875.6170
stone@dwellmountain.com
The Dwell Company
P.O. Box 3488
33B Gamble St.
Eagle, CO 81631

My summary and comments are based on the January 6, 2026, Staff Memo. *It stated that the primary goal of the proposed updates is to align the Town of Eagle with **SB23-166**, requiring the adoption of wildfire resilience standards by **April 1, 2026**.*

1. Mapping

- **Summary:** The Town must adopt an official map designating areas subject to the Resilience Code.
- **Staff Recommendation:** Adopt the **Community Wildfire Protection Plan (CWPP) map**, which designates the entire town as being within the Wildland Urban Interface (WUI), and therefore places the whole Town of Eagle into a Class 2 designation. **This imposes the most stringent and expensive requirements on all new construction and significant renovations town-wide.**

This approach has several drawbacks:

- o **Over-Classification of Risk:** Adopting the CWPP map ignores the State's assessment that most of the Town is classified as Class 1 (Low Risk). This imposes Class 2 standards on properties the State considers safe, including strict requirements for exterior walls, decking, and specialized windows.
- o **Financial Impact:** Although staff cites a study suggesting only a 2–3% increase in construction costs, our analysis indicates a significantly higher increase. When evaluating the Staff Recommendation and the **"Construction Costs for Wildfire-Resistant Homes" prepared by The Headwaters Group, we identified an issue that was not considered and would have a significant impact on the Town of Eagle**. Please see additional information below.

"For purposes of this study and based on homeowner preferences for the Altadena area in southern California, a concrete pour-on-grade patio was assumed for all four home scenarios. A pour-on-grade patio eliminates consideration of a structural support system, including joists, beams, and columns that are required for an elevated decking assembly and are not included in this analysis."

- o Consider the number of elevated decks within the Town of Eagle that deviate from the conditions stated above (i.e., Eby Creek, Old Town, The Bluffs, The Terrace, and Eagle Ranch). This would dramatically affect the cost of restoring or replacing existing decks and building new decks.

- **Alternative to Consider:** The Town should adopt the **State Resilience Code** and utilize the **State Map**, which designates the majority of Eagle as **Class 1 (Low Risk).**
  - o Because **most of the Town is classified as Class 1 (Low Risk) according to the WUI Map provided by the State of Colorado, start by** adopting the State Resilience Code Map.

- The Town can always add addenda to the code, if necessary, but adopting the most stringent regulations to start with could have substantial implications for population growth, cost of housing, and other unforeseen impacts.

2. Building Code, Structure Hardening, and Class Designations

- **Summary:** The Town must select specific construction standards for "structure hardening" (e.g., fire-resistant roofs and vents). Class designation is extremely important when evaluating Building Codes and Structure Hardening.

    - Class 1 structure hardening, the Code language speaks to roofing, ventilation openings, and gutters and downspouts.

    - Class 2 structure hardening, the Code includes all requirements of Class 1 plus protection of eaves, exterior walls, underfloor enclosures, decking, appendages and projections, exterior glazing, exterior doors, vehicle access, perimeter gaps, and detached accessory structures.

- **Staff Recommendation:** Adopt 7A by reference into Title 13. Adopt 7A by reference to create consistent regional standards across Eagle County. This consistency provides the development community with clear, uniform materials lists and compliance expectations that apply throughout the Valley. During discussions with the Eagle County WUI Working Group, members emphasized the value of this regional uniformity for residents and developers working across multiple jurisdictions. In addition, adopting the same standards as nearby communities, such as Vail, which has successfully implemented 7A for several years, provides built-in peer support for staff as we begin administering these requirements.

This approach has several drawbacks:

- Determining a precise percentage cost increase for building a wildfire-resistant home in Eagle, CO, compared to Los Angeles County, is functionally impossible because the baseline construction requirements are fundamentally contradictory. **You would be comparing "apples to oranges" due to three compounding variables: the "Energy Baseline" skew, the "Foam vs. Fire" assembly conflict, and the "Mountain Logistics" premium.**

- While the "Headwaters Group's Data suggests a **2%–3%** cost increase for wildfire hardening (Chapter 7A) in isolation, applying this figure to Eagle is inaccurate. Eagle builders must satisfy the 2021 IECC's cold-climate mandates (Climate Zone 6) **simultaneously** with new wildfire codes, forcing the construction of a significantly more complex, thicker, and expensive wall assembly than is required in Los Angeles (Climate Zone 9).

- Designates the whole town as **Class 2, which** has significant economic disadvantages, particularly given that the official State Map identifies the majority of Eagle as **Class 1 (Low Risk)**.
- **Excessive Cost for Low-Risk Areas:** Adopting 7A (or State Class 2) compels homeowners in low-risk areas to pay for high-risk protection.
- Under **Class 1 (State Code)**, a homeowner only needs to upgrade their **roof, underlayment, and vents** if replacing 25% or more.
- Under **7A / Class 2**, that same homeowner must also pay for fire-rated **exterior walls**, **tempered windows**, **non-combustible decks**, and expensive **doors** for new construction or maintenance and remodels to existing structures
- **Insurance & HOA Impact:** For townhome complexes and HOAs, the requirement to replace siding and decks with ignition-resistant materials (as required by 7A/Class 2) is exponentially more expensive than simply maintaining Class A roofs (Class 1). This could lead to skyrocketing HOA dues and insurance premiums covering the replacement cost of these materials.

- **Alternative to Consider:** Adopt the State Resilience Code. The State Resilience Code sets standards for Class 1 and Class 2 structure hardening based on the actual risk outlined in The State Map, developed by the DFPC and the Colorado State Forest Service (CSFS) at the direction of the Wildfire Resiliency Code Board.
  - **Economic/Practical Viability***:* This is the most legally "safe" and economically viable path regarding compliance risk.
  - **Matches Regulation to Risk:** It respects the scientific data showing most of Eagle is **Class 1**. This ensures that most residents only pay for "ember hardening" (roofs/gutters), which addresses the most common ignition source without the massive expense of wall and deck retrofitting.
  - **Affordability:** By rejecting the blanket "Class 2" designation, the Town protects housing affordability. Renovations and new construction in the Town of Eagle avoid the premium costs of 7A-compliant materials.

- **Consistency and Reference:** For areas within the town that the State Map identifies as Class 2, it seems that incorporating the **"**State Fire Marshal (SFM) Listed WUI Products Handbook", which lists materials that meet the requirements of California 7a for Class 2 designations, could be very useful to the town, builders, and developers. Though materials are very expensive, it provides a list of compliant materials to choose from. This would certainly expedite the design development process for architects and builders, as well as the TOE staff's plan review and permitting. However, this document's list of "approved materials" needs careful, detailed examination to identify and resolve any conflicts and to consider the cost implications. I have listed one example of each below for discussion.

    1. The 2021 IECC requirement for **continuous insulation (ci)** in Eagle (Climate Zone 6) creates a specific challenge when adopting Chapter 7A. Many rigid foams used to meet the energy code are combustible. If you use rigid foam insulation on the exterior, it seems Chapter 7A effectively mandates additional protective measures. Would **Ignition-Resistant Cladding** itself suffice?

    2. The Town of Eagle's physical location, limited labor pool, and already extremely high material and labor costs make a static percentage cost estimate unreliable. It creates price variances that fluctuate, making a static percentage estimate unreliable.

    3. **Material Availability:** Products listed in the **SFM WUI Handbook** are stocked in California. Sourcing these specific California-compliant SKUs in Colorado often requires special orders with long lead times and premiums.

3. Site and Area Requirements (Landscaping)

- **Summary:** Standards for landscaping and defensible space, such as the "Fire Free 5" (no flammable materials within five feet of a home).

- **Staff Recommendation:** It seems the Town Staff recommends that the Town Tailor specific **Land Use and Development Code (LUDC) amendments** to incorporate state code standards and Fire Free 5. Additionally, they are still working with Community Development and Public Works to finalize code language. Staff believes this change to the LUDC language will better support the long-term structural resilience of properties while ensuring alignment with the State Resilience Code.

Topics for discussion:

- **Creates a Conflict with the Town of Eagle's Existing Environmental Goals** regarding sustainability, water conservation, and community character.

- Adopting **Class 2/California 7A** landscaping and defensible space standards for a community that the State of Colorado officially designated as **Class 1 (Low Risk)** creates a significant disconnect between actual environmental hazard and regulatory burden.

WILDLAND URBAN INTERFACE (WUI)

CODE COST COMPARATIVE ANALYSIS

Colorado Wildfire Resiliency Code vs.
California Building Code Chapter 7A

Prepared for:

Town of Eagle Town Council

Prepared by:

Michael Hood

February 2026

EXECUTIVE SUMMARY

This comprehensive analysis compares the 2025 Colorado Wildfire Resiliency Code (CWRC) with California Building Code (CBC) Chapter 7A, examining structural requirements and estimated cost impacts across different regulatory scenarios. This report provides the Town of Eagle Town Council with detailed information to make informed decisions regarding wildfire resilience building codes.

Key Findings:

- **Colorado Class 1 (Low Fire Intensity): Minimal cost impact of $5,000-$13,000 (1.0%-2.6% increase over baseline construction)**
- **Colorado Class 2 (Moderate/High Fire Intensity): Moderate cost impact of $53,000-$80,500 (10.7%-16.1% increase)**
- **CBC Chapter 7A: Highest cost impact of $63,000-$93,500 (12.6%-18.7% increase)**
- Colorado's tiered, risk-based approach allows for cost-appropriate regulation based on actual fire risk
- Colorado Class 2 provides material flexibility while maintaining safety standards, resulting in lower costs than CBC Chapter 7A

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1. CLASSIFICATION SYSTEMS

1.1 Colorado CWRC Classification

The Colorado Wildfire Resiliency Code employs a two-tier classification system:

- **Class 1 (Low Fire Intensity):** Based on flame lengths less than 2 feet, characterized by lower fuel loads and easier suppression
- **Class 2 (Moderate to High Fire Intensity):** Covers areas with flame lengths from 2 feet up to 30+ feet, indicating higher fuel loads and more difficult suppression conditions

This classification is tied to fire intensity metrics including flame length, fuel type, and suppression difficulty, allowing for risk-based regulation.

1.2 CBC Chapter 7A Classification

California Building Code Chapter 7A does not utilize a tiered class system. Instead, it applies uniformly to all designated Wildland-Urban Interface areas and Very High Fire Hazard Severity Zones. The approach is more prescriptive with less flexibility in material choices and construction methods.

2. KEY STRUCTURAL REQUIREMENTS

2.1 Roofing Requirements

Aspect	Colorado Class 1	Colorado Class 2	CBC Chapter 7A
Rating	Class A	Class A	Class A
Ember Protection	Required for tile/gaps	Required for tile/gaps	Required for tile/gaps
Valley Flashing	Metal over 36" underlayment	Metal over 36" underlayment	Similar requirements

Analysis: Roofing requirements are essentially equivalent across all three systems.

2.2 Eaves and Soffits

Colorado Class 1: No specific protection requirements for eaves and soffits.

Colorado Class 2: Requires noncombustible, ignition-resistant, or 1-hour rated materials. Fascia protection required on backside. Roof overhangs and exterior soffits beyond 4-foot projection from exterior wall must be 1-hour rated assemblies.

CBC Chapter 7A: Similar to Class 2 but more restrictive in material requirements only approved database materials allowed. Exterior finish materials typically must be non-combustible (fiber cement panels most common). **** Based on current interpretations, working with Town Staff for clarity.

2.3 Windows and Doors

Aspect	Colorado Class 1	Colorado Class 2	CBC Chapter 7A
Glazing	Not-Regulated	Tempered, multilayered, or 20-min rated	Typically requires tempered or multi-pane
Doors	Not-Regulated	Noncombustible, solid core 1¾", or 20-min rated	Similar to Class 2
Garage Doors	Not-Regulated	1/8” max gap; weather stripping	Similar to Class 2

Window Key Functional Differences Builder-grade Milgaurd V250 to Chapter 7A.

1. Energy efficiency: Chapter 7A windows can reduce heating/cooling costs by 20-40%.
2. Comfort: Less condensation, reduced drafts, more consistent indoor temperatures
3. Durability: Better seals and materials mean longer lifespan
4. Cost: Chapter 7A windows typically cost 30-60% more upfront but provide long-term savings

IMPORTANT CONTEXT: The Code presented by Town of Eagle Staff excludes the one pane of tempered glass requirement from the CBC Chapter 7A.

Additionally the current energy code is restrictive to entry level/builder grade vinyl windows. The cost increase to go up from the most basic window package that meets this energy code to a more robust window that meets the requirements of Class 2 and CBC Chapter 7A. The variation is for a tempered, it is currently omitted from the proposed 7A code and carries a 7% cost increase to temper one pane of the window.

Additional costs for windows and doors: $15,500-$18,500

2.4 Exterior Walls - Critical Differences –

This section represents the most significant cost differential between the codes.

Colorado Class 1 - No Exterior Wall Requirements

The Colorado Wildfire Resiliency Code Class 1 (Low Fire Intensity) does **NOT** include any exterior wall material requirements. Standard building materials are permitted, including:

- Vinyl siding
- Wood siding (any species/treatment)
- Standard T1-11 plywood
- Hardboard/masonite
- Any material allowed by standard building code

Additional costs for exterior walls: $0

CBC Chapter 7A - Strict Exterior Wall Requirements

California Chapter 7A requires one of the following wall assemblies:

Option 1 - Prescriptive Assembly (behind any cladding):

- 5/8" Type X gypsum sheathing on exterior side of framing, OR
- 1-hour fire-rated wall assembly (exterior fire exposure), OR
- Heavy timber construction (4" minimum), OR Log wall construction (6" minimum)

Option 2 - Tested Assembly:

- Pass SFM Standard 12-7A-1 (150 kW flame for 10 minutes), OR Pass ASTM E2707 test

Approved Exterior Cladding Materials:

Noncombustible (Always Compliant):

- Stucco/cement plaster
- Fiber-cement siding (James Hardie, Nichiha)
- Concrete/masonry/brick/stone
- Metal siding

Prohibited Materials:

- Standard vinyl siding
- Untreated wood (unless specifically listed)
- Standard engineered wood
- T1-11/OSB/Hardboard

Additional costs for exterior walls: $19,000-$25,500

2.5 Decking - Critical Differences - Start at 70. Double it for Class 2 and 7A.

This section represents another significant cost differential between the codes, particularly for properties with attached decks. **Decking requirements can add $18,000-$25,000 to construction costs under CBC Chapter 7A.**

Colorado Class 1 - No Decking Requirements

The Colorado Wildfire Resiliency Code Class 1 (Low Fire Intensity) does **NOT** regulate decking materials. Standard affordable construction materials are permitted, including:

- Standard pressure-treated pine (.40 retention level)
- Untreated cedar or redwood (standard residential grades)
- Basic composite decking (Trex Select, generic brands)
- Tropical hardwoods (Ipe, cumaru, tigerwood)

Typical Cost Range: $21,000-$30,000 for a standard 300 sq ft deck

Additional costs for decking: $0

Colorado Class 2 - Moderate Requirements

Colorado Class 2 requires noncombustible, Class A rated, or ignition-resistant materials for decking. However, it includes a **Class B composite decking exception** which provides more material flexibility and lower costs than CBC Chapter 7A.

Acceptable Materials:

- Fire-retardant treated wood (FRTW) - exterior-rated
- Noncombustible materials (metal, concrete, porcelain tile)
- Class A rated composite decking (specific tested products)
- Class B composite decking (allowed exception - more product options)

Typical Cost Range: $49,000-$55,500 for a 300 sq ft deck

Additional costs for decking: $18,000-$25,500

CBC Chapter 7A - Strictest Requirements

California Chapter 7A has the most stringent decking requirements, applying to all decks within 10 feet of the building in Fire Hazard Severity Zones. **No Class B composite exception is allowed.**

Acceptable Materials:

- **Fire-Retardant Treated Wood (FRTW):** Must pass ASTM E84 (30-minute extended test) with flame spread ≤25. Examples: Chemco FRX, Thermex-FR treated lumber.
- **Heavy Timber Construction:** Minimum 3-inch thick deck boards (Redwood Construction Common or better, Cedar 3 Common or better).

- **Composite Decking (Tested & Approved):** Must pass SFM Standard 12-7A-4 (Parts A & B) with heat release rate ≤25 kW/sq ft. Examples: Specific approved Trex, Fiberon, TimberTech/AZEK models. **Not all composite products qualify—must be specifically listed.**
- **Noncombustible Materials:** Metal decking, concrete, lightweight concrete, porcelain tile over approved substrate.

Additional Installation Requirements:

- Adjacent wall covering (within 10 feet) must be noncombustible or ignition-resistant
- Underside of deck projections must be protected per SFM Standard 12-7A-3
- Surface treatments (paints, stains, coatings) do not count as approved protection

Typical Cost Range: $46,200-$70,000 for a 300 sq ft deck

Additional costs for decking: $25,200-$40,000

Key Functional Differences - Decking Comparison

Feature	Colorado Class 2	CBC Chapter 7A
Fire testing required	Class A or B rating acceptable	Required (SFM 12-7A-4, ASTM E2632/E2726)
Class B exception	**Allowed - more product options**	**Not allowed - Class A only**
Heat release rate limit	Not specifically measured	≤25 kW/sq ft maximum
Product availability	More options due to Class B exception	Limited to specifically approved/listed products
Adjacent wall requirements	General exterior wall requirements apply	Walls within 10 ft must be noncombustible or ignition-resistant
Cost premium (300 sq ft deck)	**+$18,000-$25,000**	**+$25,200-$40,000**

Analysis: Colorado Class 2's allowance of Class B decking provides significant cost savings (40-60% less than Chapter 7A) while still maintaining fire safety standards. The Class B exception expands product availability and reduces material costs without compromising structural integrity or ignition resistance. CBC Chapter 7A's stricter requirements eliminate many cost-effective options and require specific product testing that limits market choices. Town Staff to consider matching Colorado Class 2 requirements in the proposed code for CBC Chapter 7A.

3. COST ANALYSIS SUMMARY

Assumptions:

- 1,500 sq ft single-family home
- Wood-frame construction
- Typical Colorado mountain
- Costs are incremental above baseline construction (No WUI code)
- Baseline construction cost approximately $500,000
- 300 SF Deck.

3.1 Total Cost Comparison

Cost Category	No WUI Code	CO Class 1	CO Class 2	CBC Ch. 7A
Roofing	Baseline	+$3,000-$5,000	+$3,000-$5,000	+$3,000-$5,500
Exterior Walls	Baseline	+0	+$19,000-$25,500	+$19,000-$25,500
Eaves/Soffits *	Baseline	+$0	+$3,000-$6,000	+$4,000-$7,000
Vents	Baseline	+$1,000-$2,000	+$1,000-$2,000	+$1,000-$2,000
Decking	Baseline	+$0	+$18,000-$25,000	+$25.200-$40,000
Windows/Doors	Baseline	+$0	+$15,000-$18,500	+$15,000--$18,500
Defensible Space (initial)	Baseline	+$0-$4,000	+$0-$4,000	+$0-$4,000
Design/Engineering	Baseline	+$1,000-$2,000	+$2,500-$5,000	+$3,000-$6,000
TOTAL INCREMENTAL COST	**$0**	**$5,000-$13,000**	**$61,500-$91,500**	**$73,200-$108,500**
% Increase over Baseline	**0%**	**1.00%-2.6%**	**12.3%-18.3%**	**14.6%-21.7%**

Note: Assumes baseline construction cost of approximately $500,000. No soffits over 4' projection. Soffits over 4' projection, would could twice as much as previously.

4. CURRENT DESIGNS AT HAYMEADOW

4.1 Design Philosophy

In conversations with Town Staff in preparing this report, we both agreed it made sense to provide some clarification on the current construction that has been completed and that is currently under construction at Haymeadow.

Although the Haymeadow property is not currently subject to a mandatory Wildland Urban Interface (WUI) building code, wildfire resilience has been a foundational design priority from the outset. Our homes are designed to significantly exceed Colorado Class 1 ignition-resistant construction standards. While we do not fully implement every requirement of Colorado Class 2 or California Building Code Chapter 7A, we have intentionally incorporated many enhanced structure-hardening measures that go beyond minimum local requirements.

Haymeadow's approach extends beyond individual home construction. What distinguishes the community is our ability to thoughtfully master plan at the neighborhood scale — incorporating defensible space, strategic buffering between homes and the foothills, fuel-modified landscape zones, and integrated infrastructure planning. We also have the capability to design emergency sprinkler systems and other mitigation strategies to help reduce long-term wildfire risk and improve overall community resilience.

At Haymeadow, wildfire mitigation is not simply a code compliance exercise — it is an integrated design philosophy that balances safety, landscape stewardship, and mountain living.

4.2 Past and Present Projects by WUI Impacts

7 Hermit Condos:

- Roof is class A rated with metal flashings.
- Eaves and Soffits: Would need to add Vulcan Vents or sim product, and provide a 1 hour rating all of the soffits over decks.
- All exterior wall finishes meet Colorado Class 2 and CBC Chapter 7A.
- Decks do not meet Colorado Class 2 or Chapter 7A.
- Doors and Windows – Meet the multi pane requirements, but do not have tempered panes.
- Defensible spaces would be cost neutral with reduced landscaping and increased rock mulch.

Mountain Peak Townhomes:

- Roof is class A rated with metal flashings.
- Eaves and Soffits: Have Vulcan Vents but would need to provide a 1 hour rating all of the soffits over decks.
- All exterior wall finishes meet Colorado Class 2 and CBC Chapter 7A.
- Decks do not meet Colorado Class 2 or Chapter 7A.
- Doors and Windows – Meet the multi pane requirements, but do not have tempered panes.
- Defensible spaces would be cost neutral with reduced landscaping and increased rock mulch.

Single Family Homes:

- Roof is class A rated with metal flashings.
- Eaves and Soffits: Have Vulcan Vents but would need to provide a 1 hour rating all of the soffits over decks. Also would need to change soffit material from stained pine to a non-combustible material.
- All exterior wall finishes meet Colorado Class 2 and CBC Chapter 7A.
- Decks do not meet Colorado Class 2 or Chapter 7A.
- Doors and Windows – Meet the multi pane requirements, but do not have tempered panes.
- Defensible spaces would be cost neutral with reduced landscaping and increased rock mulch.

5. SUMMARY

5.1 Key Advantages of Colorado Code

1. **Risk-Based Tiering:** Not all WUI areas require maximum protection. The Colorado code allows communities to apply appropriate standards based on actual fire risk, avoiding unnecessary costs in lower-risk areas.
2. **Material Flexibility:** Multiple compliance paths reduce costs while maintaining safety standards. For example, Class 2 allows fire-retardant wood as an alternative to noncombustible materials and permits Class B composite decking under certain conditions.
3. **Ground-Truthing Provision:** Section 304 of the Colorado code allows for site-specific adjustments based on actual conditions, providing flexibility while maintaining safety.
1. **Cost Efficiency:** CBC Chapter 7A typically costs $11,700-$47,000 more than Colorado Class 2, primarily due to more restrictive material requirements and less flexibility in compliance options.

5.2 Considerations for Jurisdictions

2. Colorado's tiered approach allows cost-appropriate regulation based on fire risk assessment.
3. Establish Minimum Class 1 Hazard Zone: Support a minimum of Class 1 Hazard Zone designation across all of Town. Only areas mapped as Class 2 would have the more stringent requirements, ensuring baseline protection while avoiding higher costs across the board.
4. Establish Minimum Class 1 Structure Hardening requirements.
5. Class 2's flexibility in material choices (fire-retardant wood, Class B decking exceptions) reduces costs while maintaining safety performance.
6. Defensible space provisions in Class 2 are more comprehensive than CBC Chapter 7A, potentially providing better overall protection through integrated landscape management.
7. If going Colorado code then, consider establishing a database of pre-approved materials to provide clarity to the development community and reduce review burden on staff.
8. If going CBC Chapter 7A then, consider modifying the proposed code specifically for decking to all Class B materials like the State of Colorado Class 2 code as this is one of the biggest cost impacts from State of Colorado Class to CBC Chapter 7A. staff.
9. Consider the effective date and how this impacts all of the applications that have been designed and submitted long before this has come forward.

6. FORMAL RECOMMENDATION

6.1 Forthcoming

Conclusion

The information gathered above is meant to provide a useful starting point for evaluating the Town of Eagle's approach to Wildland Urban Interface (WUI) code compliance and fire risk mitigation. Eagle's position within a high-risk WUI zone underscores the importance of getting this right, however, complexities remain unresolved.

The current information is not yet comprehensive enough to support a formal recommendation regarding WUI code updates, enforcement strategies, or potential amendments to the Town's existing regulatory framework. Key variables — including selection of map for affected parcels, review of draft language on staffs recommendation for adopting CBC Chapter 7A, and coordination with Eagle County fire officials.

Following the January 6th work session, we have met with Town Staff several times to continue advancing this work, and additional meetings are scheduled over the coming weeks. These conversations have been productive and are helping to shape a clearer understanding of the issues, but that process is still ongoing.

Until the outstanding information and stakeholder perspectives have been fully gathered and reviewed, it would be premature to endorse any specific policy direction. A formal recommendation will be issued once that work is complete. In the meantime, no options should be taken off the table, and we will continue the collaborative engagement with the fire officials, planning staff, and the development community to ensure that any future recommendation for WUI code action is both effective and well-informed.

To: Mayor Woods and Town Council

From: Dylan O'Malia, Utility Engineer

Date: Feb 24, 2026

Agenda Item: Resolution 14, Series 2026 "A Resolution of the Town Council of the Town of Eagle Colorado Supporting the Signing of an amendment to the License Agreement for Temporary Access to Brush Creek Ranch and Open Space for the Construction of a new Water Transmission Main".

REQUEST:

Staff requests the Town Council's approval of an amendment to the License Agreement that provides the Town of Eagle with interim access through the Brush Creek Ranch and Open Space for the construction of a new water transmission main. The License Agreement will be in place temporarily while a permanent access easement is pursued with Eagle County.

BACKGROUND:

The Town of Eagle's Public Works Department is moving forward with the replacement of a deteriorating water transmission main extending from Hardscrabble Road to the Adams Rib Headquarters ranch in the Brush Creek Valley. The existing 20-foot easement along the current main has proven inadequate for both construction and long-term maintenance, and the line has experienced multiple leaks over the years.

To ensure proper installation and future serviceability, the new transmission main alignment will require a 50-foot-wide easement. This width is critical for construction staging and long-term operational access.

The amendment is necessary to add 800 linear feet of piping to eliminate existing aging pipe.

ANALYSIS:

To keep the project on schedule for 2026 construction, an amendment to the License Agreement.

COMMUNITY INPUT:

None required at this time.

BUDGET/STAFF IMPACT:

No funding is needed for the amendment to the License Agreement. Existing staff resources are sufficient to manage the coordination and implementation of this interim access arrangement.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This amendment to the License Agreement supports vital infrastructure investments that serve the residents of Eagle and preserve the integrity of our shared public assets. It is consistent with the Strategic Plan's Major Objective of Matching Infrastructure to Quality of Life.

RECOMMENDED ACTION:

Staff recommend approval of Resolution 14, Series 2026 “A Resolution of the Town Council of the Town of Eagle Colorado Supporting the Signing of an amendment to the License Agreement for Temporary Access to Brush Creek Ranch and Open Space for the Construction of a new Water Transmission Main”. This proactive step will keep the project on schedule while we work collaboratively with Eagle County and EVLT to formalize a permanent access solution that balances infrastructure needs with land stewardship values.

ATTACHMENTS:

- Resolution 14, Series 2026
- License Agreement

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 14
(Series of 2026)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, AUTHORIZING THE SIGNING OF AN AMENDMENT TO THE LICENSE AGREEMENT WITH EAGLE COUNTY FOR TEMPORARY ACCESS TO BRUSH CREEK RANCH AND OPEN SPACE FOR THE CONSTRUCTION OF A NEW WATER TRANSMISSION MAIN

WHEREAS, the Town of Eagle is responsible for the operation, maintenance, and improvement of the municipal water system serving the residents of the Town; and

WHEREAS, the Town's existing water transmission main located within the Brush Creek Valley corridor has a history of leaks and failures that threaten the reliability of the water system; and

WHEREAS, the Town intends to construct a new water transmission main from Hardscrabble Road to the Adams Rib Headquarters Ranch, necessitating temporary access across Brush Creek Ranch and Open Space; and

WHEREAS, the existing easement for the current water transmission main is 20 feet in width, and the Town requires a 50-foot-wide corridor to facilitate construction of the new transmission main and ensure adequate long-term maintenance access; and

WHEREAS, the proposed access route crosses land designated as Open Space by Eagle County and protected by a Deed of Conservation Easement, which requires additional approvals from the Eagle Valley Land Trust (EVLT) for permanent conveyances; and

WHEREAS, the Town and Eagle County have negotiated an amendment to the temporary License Agreement to allow the Town to access the property for construction activities while a permanent easement agreement is developed; and

WHEREAS, this temporary license does not convey a permanent property interest and is intended to facilitate necessary infrastructure improvements in the interim.

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 first amendment to License Agreement with Eagle County for access across the Brush Creek Ranch and Open Space to facilitate construction of a new water transmission main.

INTRODUCED, READ, PASSED AND ADOPTED ON FEBRUARY 24, 2026.

TOWN OF EAGLE, COLORADO

____
Bryan Woods, Mayor

ATTEST:

____
Camille Deering, Town Clerk

FIRST AMENDMENT TO LICENSE AGREEMENT BETWEEN
EAGLE COUNTY, COLORADO
AND
TOWN OF EAGLE, COLORADO

THIS FIRST AMENDMENT TO LICENSE AGREEMENT ("First Amendment") is made and entered into by and between Eagle County, Colorado, whose address is 500 Broadway, P.O. Box 850, Eagle, CO 81631 (herein, "Licensor") and Town of Eagle, Colorado, whose address is 200 Broadway, P.O. Box 609, Eagle, CO 81631 (herein, "Licensee"). The Licensor and Licensee may be referred to collectively as the "Parties."

RECITALS

WHEREAS**,** the Parties entered into a revocable License Agreement dated the 27th day of May, 2025 (the "License Agreement"); and

WHEREAS, the License Agreement authorizes Licensee to install certain water utility Improvements on Licensor Property within a certain Licensed Area; and

WHEREAS, the Parties now desire to amend the License Agreement to expand the Licensed Area and to incorporate additional provisions related to repair and restoration of any disturbance to the Licensed Area and Licensor Property as a result of Licensee's use and occupancy of the Licensed Area.

FIRST AMENDMENT

NOW THEREFORE, in consideration of the foregoing and the mutual rights and obligations as set forth below, the parties agree as follows:

1. The foregoing Recitals are fully incorporated herein as if set forth in full.

2. Section 2 of the License Agreement is amended and replaced as follows:

    2. Grant of License. Licensor hereby grants to Licensee a revocable license for the purpose of locating, installing, constructing, operating, maintaining, and accessing the Improvements across, under, and through Licensor Property, as described and depicted on **Exhibit 1**, which is attached to this First Amendment and is incorporated by reference (the "Licensed Area"). Licensor is granting this License as an accommodation and without monetary consideration. Licensee shall comply with all laws, rules, and regulations applicable to location, installation, construction, operation, maintenance, and access to the Improvements, including, but not limited to, the Eagle County Building Resolution and the Eagle County Engineering Criteria Manual. Licensee shall, at its expense, procure every permit, license, certificate, or other authorization required in connection with Licensee's lawful and proper use of the License Area.

3. Section 3 of the License Agreement is amended and replaced as follows:

3. Use of Licensed Area. Licensee's use of the Licensed Area shall be solely for the location, installation, construction, operation, maintenance, and access to the Improvements. Licensee shall be responsible for the Improvements located in the Licensed Area. Licensee shall not construct, place, or otherwise locate any other improvements within the Licensed Area without permission of Licensor. Licensee shall: (a) keep debris, trash, and rubbish clear from the Licensed Area following any activity on the Licensed Area; (b) not permit or suffer any disorderly conduct, excessive noise, or nuisance whatsoever about the Licensed Area or to use such Licensed Area in any way so as to interfere with Licensor's use of Licensor Property; (c) ensure regular communication between Licensee and Licensor regarding installation of and access to the Improvements through, at a minimum, bi-weekly project meetings; (d) immediately report all damages incurred to the Licensed Area and Licensor Property, including but not limited to gates, fencing, and signage; (e) provide Licensor with a clear and concise timeline of all activities related to the Improvements including a date of completion and date for mobilization out of the Licensed Area and off of Licensor Property; (f) coordinate with Licensor on a final inspection no less than two (2) weeks prior to final completion of the Improvements; and (g) repair and restore, at its sole cost and expense, the Licensed Area and Licensor Property and all conditions thereof harmed or damaged by Licensee's use and occupancy of the Licensed Area and Licensor Property, including both damage to real property and any improvements and fixtures, ordinary wear and tear excepted. Such repair and restoration shall occur in conformance with the Erosion Control and Seeding Plan set forth in **Exhibit 2**, which is attached hereto and incorporated by reference. The obligation to repair and restore the Licensed Area and Licensor Property shall include, but not be limited to, restoration of the Adam's Way Connector Trail, the Agricultural Field and any wetlands or riparian areas on the Licensed Area and Licensor Property to the sole satisfaction of Licensor. Licensee agrees to repair and restore, at its sole cost and expense, the Licensed Area and Licensor Property and all conditions thereof harmed or damaged by Licensee's use and occupancy of the Licensed Area and Licensor Property within thirty (30) days of the parties' inspection or such other date as agreed to by the Parties. In the event Licensee fails to restore the Licensed Area and Licensor Property to Licensor's sole satisfaction, Licensor shall have the right to make such repair and restoration at Licensee's expense, the amount of which expense Licensee shall pay to Licensor on demand.

4. Capitalized terms in this First Amendment will have the same meaning as in the License Agreement. To the extent that the terms and provisions of this First Amendment conflict with, modify or supplement portions of the License Agreement, the terms and provisions contained in this First Amendment shall govern and control the rights and obligations of the Parties.

5. Except as expressly altered, modified and changed in this First Amendment, all terms and provisions of the License Agreement shall remain in full force and effect, and are hereby ratified and confirmed in all respects as of the date hereof.

6. This First Amendment shall be binding on the Parties hereto, their heirs, executors, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Original Agreement the day and year first above written.

LICENSOR:

COUNTY OF EAGLE, STATE OF COLORADO, By and Through Its BOARD OF COUNTY COMMISSIONERS

By: ______________________________
Tom Boyd, Chair

Attest:

By: ______________________________
Becky Close, Clerk to the Board

LICENSEE
Town of Eagle, Colorado

By: ___________________________
Print Name: Bryan Woods
Title: Mayor

CONSENT
Eagle Valley Land Trust

By: _____________________________________

Print Name: Jessica Foulis

Title: Executive Director

EXHIBIT 1
LICENSE AREA

EXHIBIT 2
RESTORATION PLAN

PARCEL A
WATERLINE AND ACCESS LICENSE AGREEMENT

A parcel of land lying in the northeast one-quarter (NE1/4) of Section 14, southeast one-quarter (SE1/4) of Section 14, and southwest one-quarter (SW1/4) of Section 13, and Tract 67, Township 5 South, Range 84 West, of the 6th Principal Meridian, County of Eagle, State of Colorado, being a portion of Parcel 3 described in Reception Number 201723596, Eagle County Records, described as follows:

A 50 foot wide strip of land lying 15 feet northeasterly and 35 feet southwesterly of the following described line:

Beginning at a point on the west line of said Parcel 3, from which Corner 2, Tract 67, bears N00°49’55”E, 807.59 feet;

thence S55°27’56”E, 19.45 feet;
thence S67°17’16”E, 447.07 feet, to Point A;
thence S67°17’16”E, 17.11 feet;
thence S50°03’19”E, 102.11 feet;
thence S52°19’41”E, 783.19 feet;
thence S48°01’48”E, 71.52 feet, to Point B;
thence S48°01’48”E, 71.58 feet;
thence S42°09’38”E, 325.54 feet;
thence S25°47’12”E, 1020.54 feet;
thence S17°34’29”E, 425.66 feet, to Point C;
thence S17°34’29”E, 230.96 feet;
thence S20°23’49”E, 654.90 feet;
thence S27°45’18”E, 47.18 feet;
thence S22°04’15”E, 42.74 feet, to the Point of Terminus.

The sidelines of said 50 foot wide strip are to be lengthened or shortened to terminate on said west line of Parcel 3.

TOGETHER WITH a 25 foot wide strip of land lying 12.50 feet each side of the following described line:

Beginning at said Point A;

thence N32°14’15”E, 74.70 feet, to the Point of Terminus.

The sidelines of said 25 foot wide strip are to be lengthened or shortened to terminate on the east line of said Parcel 3.

TOGETHER WITH a 25 foot wide strip of land lying 12.50 feet each side of the following described line:

Beginning at said Point B;

thence N31°15’03”E, 72.57 feet, to the Point of Terminus.

The sidelines of said 25 foot wide strip are to be lengthened or shortened to terminate on said east line of Parcel 3.

TOGETHER WITH a 25 foot wide strip of land lying 12.50 feet each side of the following described line:

Beginning at said Point C;

thence N72°35’49”E, 44.89 feet, to the Point of Terminus.

Containing 216,022 square feet (4.960 acres) more or less.

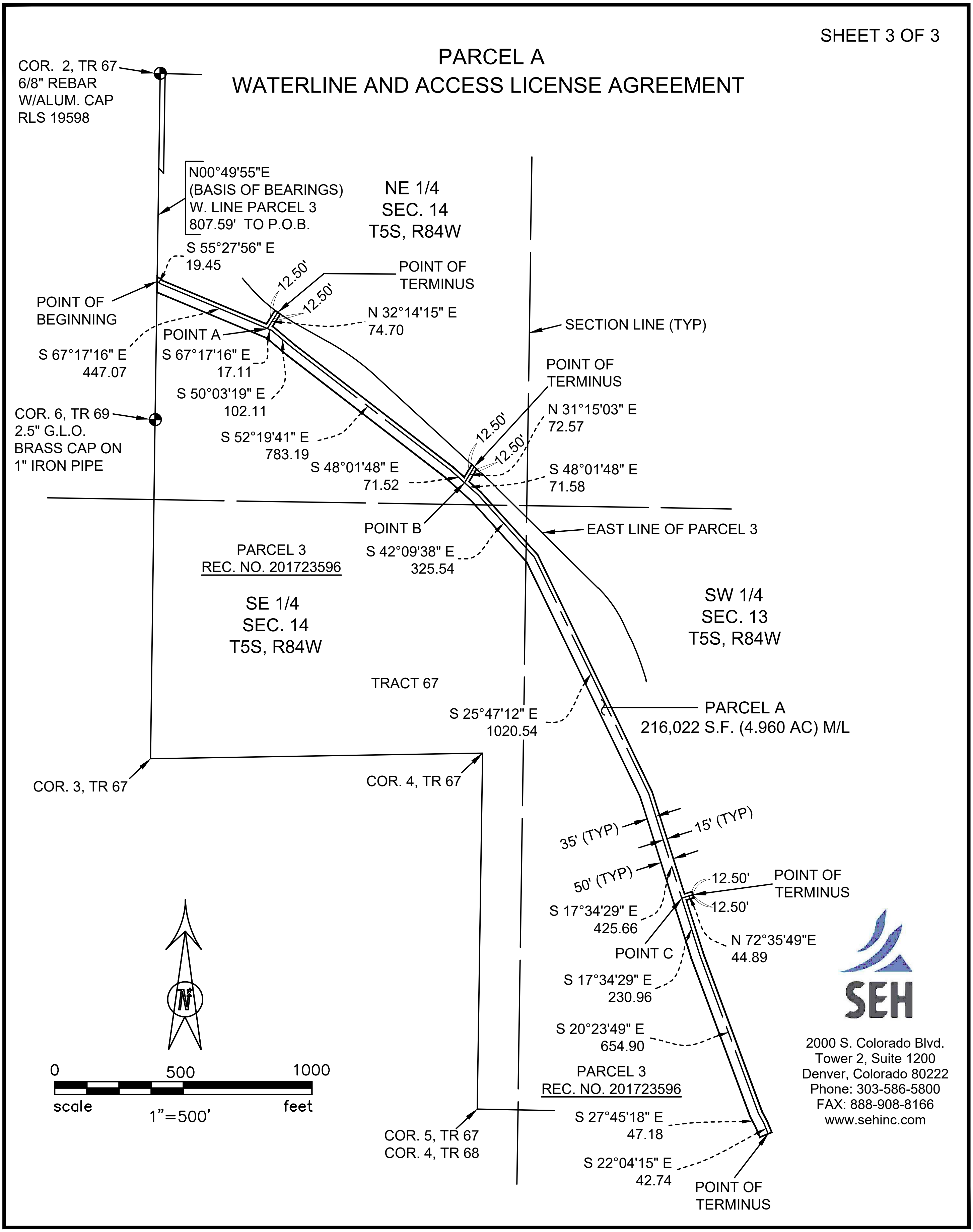
As shown and described on Exhibit A, Sheet 3 of 3, attached hereto and made a part hereof.

For the purposes of this description, bearings are based on the west line of said Parcel 3, from Corner 6, Tract 69, a 2.5” brass cap on a 1” iron pipe, to Corner 2, Tract 67, a 6/8” rebar w/aluminum cap RLS 19598, which is assumed to bear N00°49’55”E.

All lineal distances shown hereon are in U.S. Survey Feet.

The author of this description is Scott J. Klinker, PLS 38377, prepared on behalf of SEH Inc., 2000 S. Colorado Blvd, Tower 2, Suite 1200, Denver, CO 80222, on May 6, 2025, under Job No. 180269, for the Town of Eagle, and is not to be construed as representing a monumented land survey.

Scott J. Klinker, PLS 38377



X:\AE\EAGLT\18026\9-SURVEY\92-CAD\10-C3D\BRUSH CREEK WM MAPPING.DWG

SEH

PARCEL B
WATERLINE AND ACCESS LICENSE AGREEMENT

A parcel of land lying in the northeast one-quarter (NE1/4) of Section 14, and Tract 69, Township 5 South, Range 84 West, of the 6th Principal Meridian, County of Eagle, State of Colorado, being a portion of Parcel 2 described in Reception Number 201723596, Eagle County Records, described as follows:

A 50 foot wide strip of land lying 15 feet northeasterly and 35 feet southwesterly of the following described line:

Beginning at a point on the east line of said Parcel 2, from which Corner 2, Tract 67, bears N00°49'55"E, 807.59 feet;

thence N55°27'56"W, 318.48 feet;
thence N52°08'43"W, 234.15 feet;
thence N54°28'17"W, 285.05 feet;
thence N66°00'18"W, 300.23 feet, to Point A;
thence N70°52'58"W, 150.92 feet, to the Point of Terminus.

The sidelines of said 50 foot wide strip are to be lengthened or shortened to terminate on said east line of Parcel 2.

TOGETHER WITH a 25 foot wide strip of land lying 12.50 feet each side of the following described line:

Beginning at said Point A;

thence N23°59'42"E, 181.77 feet;
thence N23°39'13"W, 253.41 feet;
thence N11°34'49"E, 963.84 feet the Point of Terminus.

Containing 99,245 square feet (2.278 acres) more or less.

As shown and described on Exhibit A, Sheet 3 of 3, attached hereto and made a part hereof.

For the purposes of this description, bearings are based on the east line of said Parcel 2, from Corner 6, Tract 69, a 2.5" brass cap on a 1" iron pipe, to Corner 2, Tract 67, a 6/8" rebar w/aluminum cap RLS 19598, which is assumed to bear N00°49'55"E.

All lineal distances shown hereon are in U.S. Survey Feet.

2000 S Colorado Blvd, Tower 2, Suite 1200, Denver, CO 80222
SEH is an equal opportunity employer | **www.sehinc.com** | 303.586.5800 | 303.586.5801 fax

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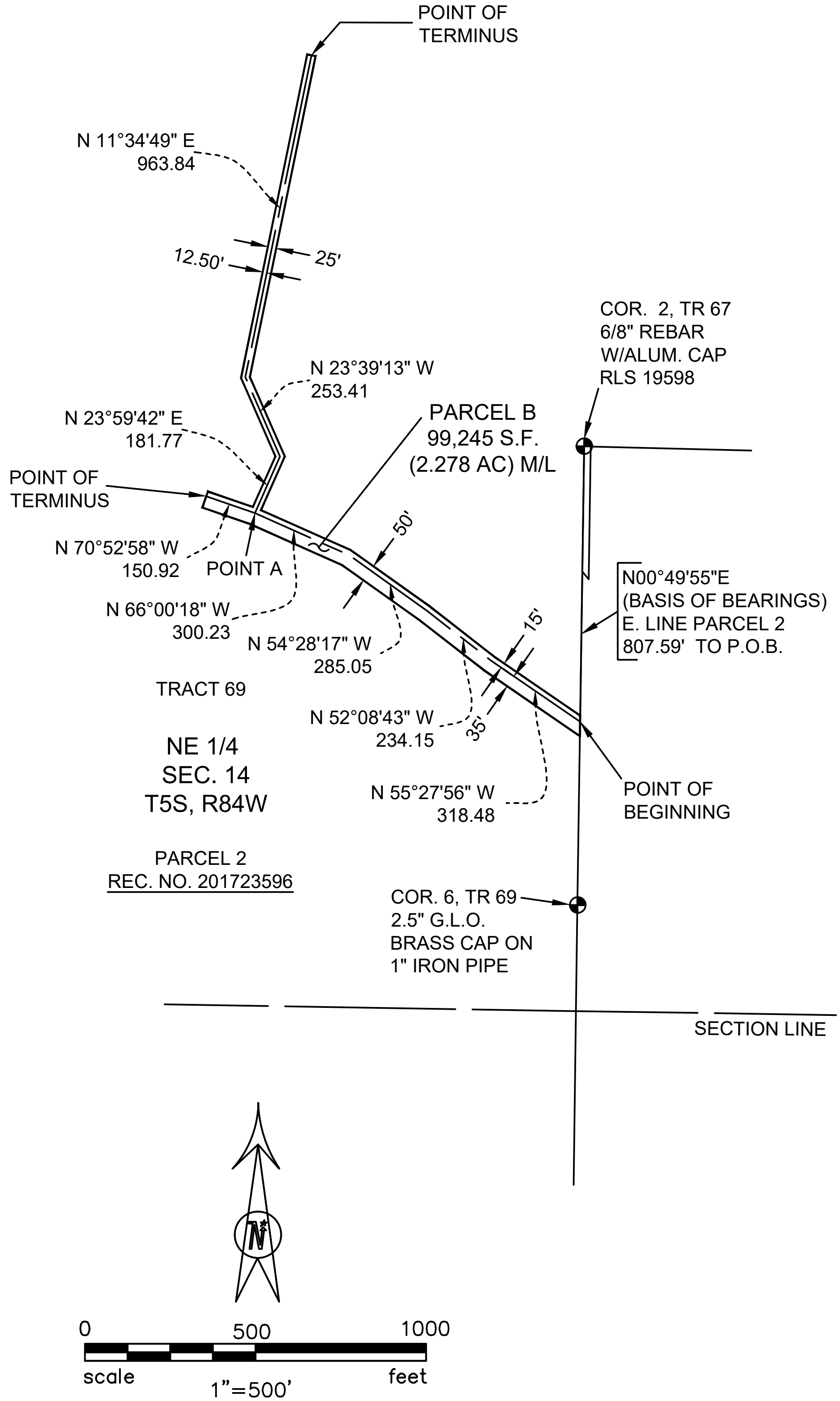
COLORADO LICENSED
SCOTT J. KLINKER
38377
5-6-2025
PROFESSIONAL LAND SURVEYOR

Scott J. Klinker, PLS 38377

PARCEL B
WATERLINE AND ACCESS LICENSE AGREEMENT



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X:\AE\E\EAGLT\180269\9-SURVEY\92-CAD\10-C3D\BRUSH CREEK WM MAPPING.DWG

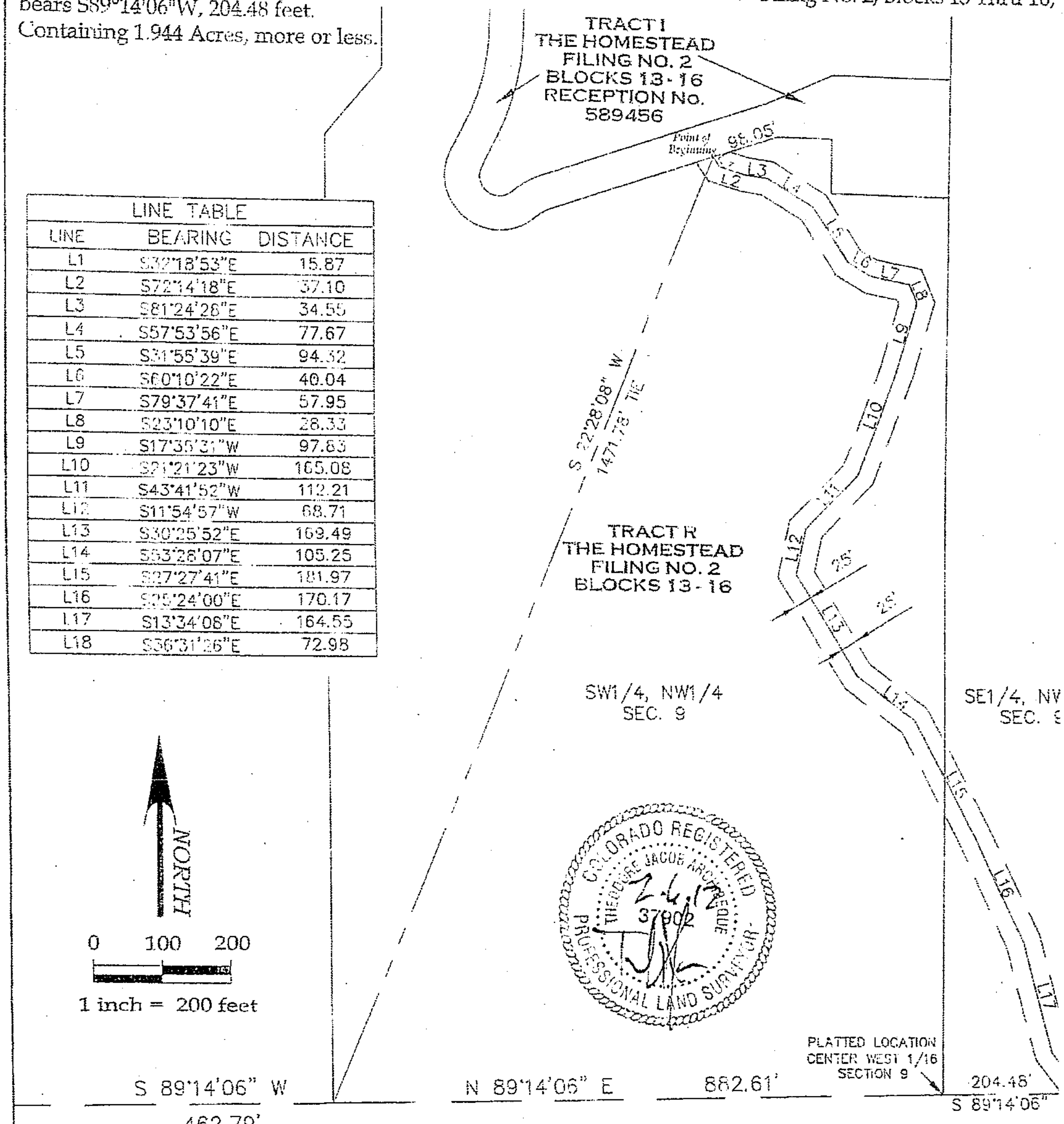
EXHIBIT B

TRAIL EASEMENT LEGAL DESCRIPTION

A Strip of land lying in the S 1/2, NW 1/4, Section 9, Township 5 South Range 82 West, of the 6th Principal Meridian, being an Easement 50 feet in width forshortened and prolonged sidelines to meet on the North with the South line of Tract I, The Homestead - Filing No. 2, Blocks 13 Thru 16, according to the Final Plat thereof as recorded April 30, 1996 as Reception No. 589456, and on the South by the North line of the N 1/2, SW 1/4, of said Section 9, and being 25 feet parallel and perpendicular to the centerline described as follows:

Beginning at a point from which the southwest corner of Tract R of said The Homestead - Filing No. 2, Blocks 13 Thru 16 bears S22°28'08"W, 1471.78 feet; thence S 32°18'53" E, 15.87 feet; thence S 72°14'18" E, 37.10 feet; thence S 81°24'28" E, 34.55 feet; thence S 57°53'56" E, 77.67 feet; thence S 31°55'39" E, 94.32 feet; thence S 60°10'22" E, 40.04 feet; thence S 79°37'41" E, 57.95 feet; thence S 23°10'10" E, 28.33 feet; thence S 17°35'31" W, 97.83 feet; thence S 21°21'23" W, 165.08 feet; thence S 43°41'52" W, 112.21 feet; thence S 11°54'57" W, 68.71 feet, thence S 30°25'52" E, 169.49 feet; thence S 53°28'07" E, 105.25 feet; thence S 27°27'41" E, 181.97 feet; thence S25°24'00" E, 170.17 feet; thence S 13°34'08" E, 164.55 feet; thence S 36°31'26" E, 72.98 feet to a point on said North line of the N 1/2, SW 1/4, Section 9 and a point of termination of this Easement, from which the CW 1/16th Corner of said Section 9, as depicted on said Plat of The Homestead - Filing No. 2, Blocks 13 Thru 16, bears S89°14'06"W, 204.48 feet.

Containing 1.944 Acres, more or less.



LINE TABLE

LINE	BEARING	DISTANCE
L1	S32°18'53"E	15.87
L2	S72°14'18"E	37.10
L3	S81°24'28"E	34.55
L4	S57°53'56"E	77.67
L5	S31°55'39"E	94.32
L6	S60°10'22"E	40.04
L7	S79°37'41"E	57.95
L8	S23°10'10"E	28.33
L9	S17°35'31"W	97.83
L10	S21°21'23"W	165.08
L11	S43°41'52"W	112.21
L12	S11°54'57"W	68.71
L13	S30°25'52"E	169.49
L14	S53°28'07"E	105.25
L15	S27°27'41"E	181.97
L16	S25°24'00"E	170.17
L17	S13°34'08"E	164.55
L18	S36°31'26"E	72.98

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
THEODORE JACOB ARCHIBEQUE
37902
2-6-12

DRAWN BY:	JOB NUMBER:	
MSS	11111_Ease-Ex_1.dwg	1-12-12

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TOWN OF EAGLE, COLORADO
RESOLUTION NO. 39
(Series of 2025)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, SUPPORTING THE SIGNING OF A LICENSE AGREEMENT WITH EAGLE COUNTY FOR TEMPORARY ACCESS TO BRUSH CREEK RANCH AND OPEN SPACE TO FOR THE CONSTRUCTION OF A NEW WATER TRANSMISSION MAIN

WHEREAS, the Town of Eagle is responsible for the operation, maintenance, and improvement of the municipal water system serving the residents of the Town; and

WHEREAS, the Town's existing water transmission main located within the Brush Creek Valley corridor has a history of leaks and failures that threaten the reliability of the water system; and

WHEREAS, the Town intends to construct a new water transmission main from Hardscrabble Road to the Adams Rib Headquarters Ranch, necessitating temporary access across Brush Creek Ranch and Open Space; and

WHEREAS, the existing easement for the current water transmission main is 20 feet in width, and the Town requires a 50-foot-wide corridor to facilitate construction of the new transmission main and ensure adequate long-term maintenance access; and

WHEREAS, the proposed access route crosses land designated as Open Space by Eagle County and protected by a Deed of Conservation Easement, which requires additional approvals from the Eagle Valley Land Trust (EVLT) for permanent conveyances; and

WHEREAS, the Town and Eagle County have negotiated a temporary **License Agreement** to allow the Town to access the property for construction activities while a permanent easement agreement is developed; and

WHEREAS, this temporary license does not convey a permanent property interest and is intended to facilitate necessary infrastructure improvements in the interim.

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 temporary License Agreement with Eagle County for access across the Brush Creek Ranch and Open Space to facilitate construction of a new water transmission main.

INTRODUCED, READ, PASSED AND ADOPTED ON MARCH 25, 2025.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

OFFICIAL
TOWN OF EAGLE
Est. 1905
SEAL

ATTEST:

Camille Deering, Town Clerk