



Town Council
Tuesday, June 9, 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/25417341734348?p=i8BP4pKHGiaTmkL9to>

Meeting ID: 254 173 417 343 48

Passcode: DP7oD7dD

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Dial in by phone

[+1 469-770-0416,832000472#](#) United States, Kaufman

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Phone conference ID: 832 000 472#

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

CALL TO ORDER - 6:00 PM

ROLL CALL

CONFLICT OF INTEREST DISCLOSURE

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

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

will be followed up on by the Town Manager and Town staff. Those who are speaking are requested to state their name and address for the record.

CONSENT AGENDA - 6:10 PM *Consent agenda items are routine Town business, items that have received clear direction previously from the council, final land-use file documents after the public hearing has been closed, or which do not require council deliberation.*

1. Minutes
2. Bill Schedule
3. Planning & Zoning Commission Appointments
 - a. Resolution 35, Series 2026 - A Resolution of the Town Council of the Town of Eagle, Colorado, to appoint one vacancy on the Town of Eagle Planning and Zoning Commission.
 - b. Resolution 36, Series 2026 - A Resolution of the Town Council of the Town of Eagle, Colorado, to appoint one Alternate Vacancy on the Town of Eagle Planning and Zoning Commission.
 - c. Resolution 37, Series 2026 - A Resolution of the Town Council of the Town of Eagle, Colorado, to appoint a second Alternate position on the Town of Eagle Planning and Zoning Commission.
4. Resolution 40, Series 2026 - A Resolution of the Town Council of the Town of Eagle, Colorado Approving Expenditure of Funds with Tyler Technologies for Finance and Court Modules

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

1. Town Manager Update
2. Department Update

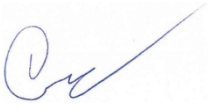
BUSINESS ITEMS - 6:15 PM *Items and / or Public Hearings are listed under Business may be old or new and may require review or action by the council.*

1. Resolution 39, Series 2026, A Resolution of the Town Council of the Town of Eagle, Colorado, Approving The Contract For An Investment Grade Audit Report And Energy Performance Contracting Project For Phase 3 Of Our Work With ESG.
2. Resolution 38, Series 2026 A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing a Member to the Eagle Pool and Ice Rink Capital Committee.
3. Resolution 41, Series 2026, A Resolution of the Town Council of the Town of Eagle, Colorado, Approving Certain Town-Owned Properties for Advancement Through the Eagle Downtown Development Authority Petition Process Pursuant to C.R.S. 31-25-822
4. Resolution 42, Series 2026 A Resolution of the Town Council of the Town of Eagle, Colorado Adopting the Town of Eagle 2026 Strategic Plan.
5. Town Variance Standards Discussion

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 7:40 PM *Council will use this time to propose future agenda items, provide updates on Council Committees, and address general discussion items.*

ADJOURN - 7:45 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, May 26, 2026
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

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Times listed are approximate and are subject to change.*

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

CALL TO ORDER - 6:00 PM

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

ROLL CALL

COUNCIL MEMBERS PRESENT

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

COUNCIL MEMBERS ABSENT

STAFF PRESENT

Melissa Daruna, Town Manager
Richard Peterson-Cremer, Town Attorney
Camille Deering, Town Clerk
Rachel Tand, Finance Director/Treasurer
Carrie Buhlman, Police Chief
Tom Gosiorowski, Public Works Director
Jessica Lake, Senior Planner
Molly Furtado, Special Events Manager (Virtual)
Nikki Davis, Economic Development & Housing Specialist
Ashley LaFleur, Communications Specialist (Virtual)

CONFLICT OF INTEREST DISCLOSURE

Council Member Scott Schreiner, out of an abundance of caution, will continue to recuse himself from the Brush Creek Open Space stream gage discussion to avoid any perceived conflict of interest.

ADOPTION OF AGENDA

MOTION: Council Member Bryan Woods motioned to amend the agenda, moving Item #3, Resolution 34, of the consent agenda to business items. The motion was seconded and passed with a vote of 7 in favor (Grimmer, Gloawacki, McCrackin, Atkins, Woods, Woodworth Foral, Schreiner) and 0 opposed.

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

PUBLIC COMMENT

- Sam Decker, 2203 E Haystacker- Asked for the Town's policy on e-bikes
- Andie Noakes, 29 Sunset Ct- Introduced herself as a candidate for the Eagle County Assessor's Office
- Steve Mairose, 2809 E Haystacker- requested improved access to the Town of Eagle's evacuation plan and emergency preparedness information, suggesting updates to the website and referencing Gypsum's website.
- Sarah Smith Hymes- Running for a Holy Cross Board seat. Encourages everyone to vote in the Holy Cross election by June 9th. Election results will be announced on June 11th.

PRESENTATIONS

1. Eagle County Election Updates, Becky Close

CONSENT AGENDA

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

1. Minutes
2. Resolution 33, Series 2026, "A Resolution of the Town Council of the Town of Eagle, Colorado, Approving an Intergovernmental Agreement with the Eagle County Conservation District for aeri-funded restoration projects on town-owned open space lands."
3. Public Safety Patrol Vehicle Replacement - Budgeted CIP Purchase

STAFF REPORTS

1. Town Manager Update
2. Q1 2026 Sales Tax Report

BUSINESS ITEMS

1. Draft 2026 Strategic Plan Review
Town Manager Melissa Daruna, Consultant Brian Poole, and Council discussed the draft 2026 strategic plan. A public presentation is scheduled for June after finalization.

Mayor Woods opened the discussion for public comment:

- Bob Sideli, 1020 Capital Street- Commented that he looked through the strategic plan but could not get a good idea of what changes or improvements he would see as a resident. He asked that if this plan is presented to the public, it be more clear of what will actually be accomplished.

2. Ordinance 09, Series 2026 An Emergency Ordinance of the Town Council of the Town of Eagle, Colorado, Amending Chapters 12.07 and 12.20 of the Eagle Municipal Code for the Purpose of Codifying the Town's Water Conservation Policies and Regulations and Providing Enforcement Mechanisms for Violations of Water Restrictions

Tom Gosiorowski and Council reviewed Ordinance 9, Series 2026, amending water conservation policies and enforcement mechanisms. After discussion, Council approved the emergency ordinance.

MOTION: Council Member Geoffrey Grimmer motioned to approve Ordinance 09, Series 2026, an Emergency Ordinance of the Town Council of the Town of Eagle, Colorado, Amending Chapters 12.07 and 12.20 of the Eagle Municipal Code for the Purpose of Codifying the Town's Water Conservation Policies and Regulations and Providing Enforcement Mechanisms for Violations of Water Restrictions. The motion was seconded and passed with a vote of 7 in favor (Grimmer, Gloawcki, McCrackin, Atkins, Woods, Woodworth Foral, Schreiner) and 0 opposed.

3. Eagle County Pickleball Proposal

Representatives from Eagle County presented options for a partnership with the Town of Eagle and Mountain Recreation District to build public pickleball courts at Eagle Town Park, discussing site plans, costs, amenities, maintenance, demand, and funding sources. Council requested more information on operational costs, the expectations of the Town, and further financial information before making a final decision.

4. Resolution 34, Series 2026, "A Resolution of the Town Council of the Town of Eagle, Colorado Authorizing Staff to Initiate Petitions for Inclusion of Certain Town-Owned Properties Into the Eagle Downtown Development Authority Pursuant to C.R.S. 31-25-822"

Moved from Consent Agenda to Business Items.

Economic and Housing Specialist Nikki Davis and Council discussed Resolution 34 to initiate petitions for inclusion of town-owned properties into the Eagle Downtown Development Authority, aiming to expand the district for future development opportunities.

After discussion, Council approved the resolution.

MOTION: Council Member Gina McCrackin motioned to approve Resolution 34, Series 2026, A Resolution of the Town Council of the Town of Eagle, Colorado Authorizing Staff to Initiate Petitions for Inclusion of Certain Town-Owned Properties Into the Eagle Downtown Development Authority Pursuant to C.R.S. 31-25-822. The motion was seconded and passed with a vote of 7 in favor (Grimmer, Glowacki, McCrackin, Atkins, Woods, Woodworth Foral, Schreiner) and 0 opposed.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

Council Member Woodworth Foral recognized the Eagle Police Department for their successful Cops and Bobbers event.

Council Member Atkins asked Chief Carrie Buhlman for a more in-depth overview of e-bike regulations. Chief Buhlman answered questions and outlined key distinctions between e-bikes and the e-motorbikes that are gaining popularity.

Council Member Grimmer reminded everyone to vote in the Holy Cross Board election and that Colorado's state primary election is coming up in June.

EXECUTIVE SESSION

MOTION: Council Member Bryan Woods motioned to enter into Executive Session pursuant to C.R.S. §24-6-402(4)(a), 4(b), and 4(e) to consider the purchase, acquisition, lease, transfer or sale of any real, personal or other property interest; to receive legal advice from the Town Attorney on specific legal questions; and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations and instruct negotiators relating to the acquisition of a commercial property in the downtown area; 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; and to adjourn at the conclusion there of. The motion was seconded and passed with a vote of 7 in favor (Grimmer, Glowacki, McCrackin, Atkins, Woods, Woodworth Foral, Schreiner) and 0 opposed.

- 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.
1. 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.
- 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.
2. 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.

ADJOURN

Date: 06/09/2026

Bryan Woods, Mayor

Camille Deering, Town Clerk

**BILL SCHEDULE
MAY 2026**

GENERAL FUND

Town Council

Pinnacol Assurance	Worker's Compensation	\$ (21.00)
Government Performance Solutions, Inc.	Professional Services - Strategic Plan	10,402.50
Fairfield	Travel Expense	519.00
Moe's Original BBQ	Meeting Expense	267.05
Red Canyon Café	Meeting Expense	113.85
Total Town Council		\$ 11,281.40

General Government

Pinnacol Assurance	Worker's Compensation	\$ 141.12
Rocky Mountain Reserve LLC	Health & Insurance Benefits	13.38
Eagle County Government	Dues & Subscriptions - Front Country Ranger Program	8,296.68
Eagle River Fire Protection District	Professional Services - Fire Mitigation Contract	30,000.00
KLJ Engineering LLC	Professional Services	2,827.89
Karp Neu Hanlon, PC	Legal - General	20,612.00
Fairfield	Travel Expense	996.00
Moe's Original BBQ	Meeting Expense	79.91
Total General Government		\$ 62,966.98

General Administration

ANB Bank, A Colorado Corporation	Utility Overpayment Refund	\$ 18.54
Mountain Tots Preschool	Utility Overpayment Refund	17.68
Orange Tree Employment	Other Prepaid Expenses	39.70
Mountain Family Health Centers	Facility Usage Deposit Refund	750.00
Alpine Valley Fireplace	Building Permits Refund	212.80
R & H Mechanical	Building Permits Refund	124.80
Richards, Julia M	Building Permits Refund	1,563.81
Formula Roofing & Remodeling	Sign Permits Overpayment Refund	50.00
Pinnacol Assurance	Worker's Compensation	331.36
CEBT	Health & Insurance Benefits	4.50
Rocky Mountain Reserve LLC	Health & Insurance Benefits	52.21
Amazon Capital Services	Office Supplies	198.71
Pitney Bowes Global Financial Services	Communication & Shipping	65.82
Column Software, PBC	Legal Notices	57.07
CGFOA	Dues & Subscriptions	65.00
Chase Paymentech	C.C. Transaction Fees	381.22
Xpress Bill Pay	C.C. Transaction Fees	110.14
Robert Half, Inc.	Professional Services - AP Support	7,607.60
Karp Neu Hanlon, PC	Legal	177.00
Caselle, Inc.	Computer Support	1,505.50
Xpress Bill Pay	Computer Support	50.00
Cirsa	Insurance - Pavilion	919.01
Total General Administration		\$ 14,302.47

Community Development

Pinnacol Assurance	Worker's Compensation	\$ 836.06
Rocky Mountain Reserve LLC	Health & Insurance Benefits	80.32
Signature Signs Inc	Office Supplies	50.00
Fleet Services	Vehicle Fuel	136.08
Accurate Background LLC	Recruitment	394.74
Karp Neu Hanlon, PC	Recruitment	354.00
Mountain Careers	Recruitment	175.00

**BILL SCHEDULE
MAY 2026**

Community Development, cont.

Baseline Engineering Corporation	Professional Services	330.00
Gall, Alana	Professional Services	4,428.30
Baseline Engineering Corporation	Planning Reimbursable	22,000.20
Column Software, PBC	Planning Reimbursable	36.05
Copy Plus	Planning Reimbursable	32.00
Garfield & Hecht, P.C.	Planning Reimbursable	5,645.50
Karp Neu Hanlon, PC	Planning Reimbursable	15,722.50
Kipp Land Surveying LLC	Planning Reimbursable	665.00
Spheros Environmental Group Parent Inc	Planning Reimbursable	19,872.00
Karp Neu Hanlon, PC	Legal	4,218.50
Fleet Services	Repair & Maintenance Services	13.00
Waveapps	Computer Support	19.00
City Market	Travel Expense	26.44
Dazbog Coffee	Travel Expense	13.41
Dunkin	Travel Expense	33.61
Fulton Café	Travel Expense	31.41
Harrah's	Travel Expense	844.69
Hill, Kasie	Travel Expense	60.90
Holiday Inn Express	Travel Expense	293.60
Lake, Jessica	Travel Expense	402.38
RPM Italian	Travel Expense	75.75
Steamworks Brewing Company	Travel Expense	21.24
Virgil's Real BBQ	Travel Expense	23.04
JHW Plan Review Services	Contract Services	250.00
Western Matters Rural Summit	Tuition & Books	150.00
Total Community Development		\$ 77,234.72

Municipal Court

Pinnacol Assurance	Worker's Compensation	\$ 40.65
Rocky Mountain Reserve LLC	Health & Insurance Benefits	1.34
Gendelman Klimas, Ltd	Legal	990.00
Caselle, Inc.	Computer Support	317.00
Erik A. Johnson, P.C.	Contract Payments	1,500.00
Total Municipal Court		\$ 2,848.99

Streets

Pinnacol Assurance	Worker's Compensation	\$ 1,179.73
CEBT	Health & Insurance Benefits	256.20
Rocky Mountain Reserve LLC	Health & Insurance Benefits	99.05
Cintas Corporation	Office Supplies	47.30
Air Compressor Service	Repair & Maintenance Supplies	236.26
Bobcat Of The Rockies	Repair & Maintenance Supplies	159.24
Collett Enterprises	Repair & Maintenance Supplies	108.97
Gypsum Ace Hardware LLC	Repair & Maintenance Supplies	164.48
Lawson Products	Repair & Maintenance Supplies	1,699.95
Rifle Truck & Trailer	Repair & Maintenance Supplies	151.99
Signature Signs Inc	Repair & Maintenance Supplies	137.00
Fleet Services	Vehicle Fuel	1,873.27
Holy Cross Energy	Utility Services	5,810.27
Orange Tree Employment	Recruitment	39.70
Air Compressor Service	Repair & Maintenance Services	1,299.95
H & H Hydraulics	Repair & Maintenance Services	649.53
Caselle, Inc.	Computer Support	21.20

**BILL SCHEDULE
MAY 2026**

Streets, cont.

Caterpillar Financial Services	Winter Snow Equipment Rental - Capital Lease	24,535.16
Hacienda Real	Travel	50.05
Qdoba	Travel	37.89
Colorado LTAP	Tuition & Books	400.00
Procom	CDL Testing	92.00
Total Streets	\$	39,049.19

Public Safety

Pinnacol Assurance	Worker's Compensation	\$ 16,679.97
Rocky Mountain Reserve LLC	Health & Insurance Benefits	227.56
Vista Print	Office Supplies	39.98
Builders First Source	Operating Supplies	61.20
Amazon Capital Services	Uniforms	19.99
Crye Precision LLC	Uniforms	656.44
Galls, LLC	Uniforms	203.94
Fleet Services	Vehicle Fuel	3,750.24
Federal Express Corp.	Communication & Shipping	21.14
IAWP	Dues & Subscriptions	55.00
Small & Rural Leea	Dues & Subscriptions	25.00
Psychological Dimensions, LLC	Professional Services	600.00
Karp Neu Hanlon, PC	Legal	177.00
Colorado Depart. Of Agriculture	Repair & Maintenance Services	120.00
Eagle County Paramedic Services	Repair & Maintenance Services	750.00
Johnson, Paige	Travel	46.68
Microtel	Travel	529.04
Vaughan, Madison	Travel	65.66
Avis	Training & Travel - Grants	413.13
Courtyard By Marriott	Training & Travel - Grants	120.00
Doubletree Hotels	Training & Travel - Grants	822.48
FBI-LEEDA	Training & Travel - Grants	795.00
HMS Host	Training & Travel - Grants	22.36
Microtel	Training & Travel - Grants	(21.16)
O&H Danish Bakery	Training & Travel - Grants	5.64
Republic Parking	Training & Travel - Grants	84.00
Residence Inn	Training & Travel - Grants	987.15
Rio Grande	Training & Travel - Grants	68.90
Rodizio Grill	Training & Travel - Grants	38.00
Soup Shanty	Training & Travel - Grants	38.96
Springhill Suites	Training & Travel - Grants	218.01
Starbucks	Training & Travel - Grants	25.06
The Cow Saloon & Eatery	Training & Travel - Grants	19.32
Trail Wind Concessions	Training & Travel - Grants	15.18
United Airlines	Training & Travel - Grants	80.00
Wal-Mart	Training & Travel - Grants	39.45
Calibre Press	Tuition & Books	359.00
FBI-LEEDA	Tuition & Books	(425.00)
NASRO	Tuition & Books	450.00
Small & Rural Leea	Tuition & Books	299.00
Eagle County Animal Control	Contract Payments	6,917.00
Steven A. Nofziger	Contract Payments	150.00
Transunion Risk & Alternative Data Solut	Contract Payments	110.00
Costco	Event Production	110.38
Cirsa	Insurance	1,439.00

**BILL SCHEDULE
MAY 2026**

Total Public Safety		\$ 37,209.70
Buildings & Grounds		
Pinnacol Assurance	Worker's Compensation	\$ 4,544.67
CEBT	Health & Insurance Benefits	256.20
Rocky Mountain Reserve LLC	Health & Insurance Benefits	51.52
Cintas Corporation	Office Supplies	47.30
AM Signal LLC	Repair & Maintenance Supplies	875.95
Amazon Capital Services	Repair & Maintenance Supplies	151.66
Bobcat Of The Rockies	Repair & Maintenance Supplies	45.99
Builders First Source	Repair & Maintenance Supplies	54.56
Collett Enterprises	Repair & Maintenance Supplies	108.98
Colorado Specialties	Repair & Maintenance Supplies	1,328.37
CPS Distributors	Repair & Maintenance Supplies	290.13
Ferguson Enterprises, Inc.	Repair & Maintenance Supplies	1,971.75
Glenwood Springs Auto Parts Inc (Napa)	Repair & Maintenance Supplies	446.85
Gypsum Ace Hardware LLC	Repair & Maintenance Supplies	2,173.08
HMC Holdings	Repair & Maintenance Supplies	70.52
Paint Bucket	Repair & Maintenance Supplies	76.71
Pet Pick-Ups	Repair & Maintenance Supplies	923.10
Sherwin-Williams Company, The	Repair & Maintenance Supplies	74.44
Tool Clinic LLC	Repair & Maintenance Supplies	528.14
Wylaco Supply Co	Repair & Maintenance Supplies	358.14
Glenwood Springs Auto Parts Inc (Napa)	Vehicle Repair & Mtn Supplies	207.74
Fleet Services	Vehicle Fuel	724.91
Home Depot	Equipment (Non-Capital)	174.00
HD Supply Formerly Home Depot Pro	Janitorial Supplies	1,550.66
Summit Supply Corporation	Janitorial Supplies	287.85
Black Hills Energy	Utility Services	1,969.15
Holy Cross Energy	Utility Services	8,421.36
Accurate Background LLC	Recruitment	33.00
Colorado Mtn. News Media	Recruitment	870.40
Jerry-master Janitorial	Janitorial Maint. Contracts	2,416.96
C & C Plumbing & Mechanical Inc	Repair & Maintenance Services	401.95
Mountain Pest Control, Inc.	Repair & Maintenance Services	80.00
Mountain Star Cleaning Services	Repair & Maintenance Services	400.00
Sno-White Linen Rental	Repair & Maintenance Services	462.42
Utility Notification Center Of Colorado	Repair & Maintenance Services	42.92
Venzor Carpet Cleaning	Repair & Maintenance Services	453.60
Caselle, Inc.	Computer Support	21.20
G H Daniels III & Associates	Contract Payments - Landscape Maintenance	19,130.00
TK Elevator Corp.	Contract Payments	100.00
Total Buildings & Grounds		\$ 52,126.18
Information Center		
Pinnacol Assurance	Worker's Compensation	\$ 39.65
Total Information Center		\$ 39.65
Events		
Pinnacol Assurance	Worker's Compensation	\$ 413.26
Rocky Mountain Reserve LLC	Health & Insurance Benefits	22.02
Apple	Dues & Subscriptions	(24.04)
Color Coffee	Meeting Expense	20.21
Alzheimer's Association	Events	250.00

**BILL SCHEDULE
MAY 2026**

Events, cont.

Eagle County Fair & Rodeo	Events	750.00
The Greenspeed Project	Events	1,000.00
Vail Valley Unbound Inc	Events	1,500.00
Yoga Off Broadway	Events	1,000.00
Alpine Kayak	Event Production	2,500.00
Amazon	Event Production	117.22
Ann Lincoln Entertainment, LLC	Event Production	900.00
Color Powder	Event Production	746.97
Copy Copy	Event Production	19.50
Eagle Valley Commercial, LLC	Event Production	350.00
Event Rents	Event Production	3,952.91
Flowerhound	Event Production	100.00
No Bull Entertainment, LLC	Event Production	1,000.00
Signature Signs Inc	Event Production	740.75
Total Events		\$ 15,358.80

Engineering

Pinnacol Assurance	Worker's Compensation	\$ 1,306.96
CEBT	Health & Insurance Benefits	256.20
Rocky Mountain Reserve LLC	Health & Insurance Benefits	23.43
Cintas Corporation	Office Supplies	47.29
Fleet Services	Vehicle Fuel	154.39
Total Engineering		\$ 1,788.27

Information Technology

Pinnacol Assurance	Worker's Compensation	\$ 138.65
Rocky Mountain Reserve LLC	Health & Insurance Benefits	30.12
Amazon Capital Services	Office Supplies	258.23
Century Link	Utility Services	3,645.86
Starlink	Utility Services	65.00
Verizon Wireless, Bellevue	Utility Services	2,862.76
Aspen Wireless Technologies, Inc.	Computer Support	1,563.00
Fortbend IT	Computer Support	4,950.64
Google	Computer Support	8.40
NinjaOne LLC	Computer Support	7,462.92
Pathfinder, LLC	Computer Support	1,850.00
Marlin Leasing Corporation	Contract Payments	1,379.71
Total Information Technology		\$ 24,215.29

Communications & Marketing

Pinnacol Assurance	Worker's Compensation	\$ (63.06)
Rocky Mountain Reserve LLC	Health & Insurance Benefits	10.71
Cowpainters LLC	Equipment (Non-Capital)	2,440.45
Canva	Dues & Subscriptions	29.97
Mailchimp	Dues & Subscriptions	148.00
Signature Signs Inc	Professional Services	420.00
Colorado Mtn. News Media	Media	960.00
Lafleur, Ashley	Travel Expense	163.85
Whole Foods	Travel Expense	28.44
Wyndham	Travel Expense	194.24
Total Communications & Marketing		\$ 4,332.60

**BILL SCHEDULE
MAY 2026**

Sustainability

Pinnacol Assurance	Worker's Compensation	\$	29.78
Rocky Mountain Reserve LLC	Health & Insurance Benefits		12.05
Gypsum Ace Hardware LLC	Operating Supplies		27.96
Adam Palmer Sustainability Fund	Professional Services		8,500.00
Sawatch Inc.	Professional Services		1,620.00
Karp Neu Hanlon, PC	Legal		958.50
Koppel, Kira	Travel Expense		79.03
Total Sustainability		\$	11,227.32

Total GENERAL FUND

\$ 353,981.56

Economic Development & Housing

Pinnacol Assurance	Worker's Compensation	\$	31.53
Rocky Mountain Reserve LLC	Health & Insurance Benefits		13.38
Amazon	Operating Supplies		488.32
Habitat For Humanity	Equipment (Non-Capital)		320.87
Eagle Chamber Of Commerce	Dues & Subscriptions		5,000.00
7 Hermits Condominium Association	Employee Housing Rental Exp		799.37
Founders Place Condo Association	Employee Housing Rental Exp		555.00
Mountain Star Cleaning Services	Employee Housing Rental Exp		350.00
Karp Neu Hanlon, PC	Legal		2,668.50
NWCCOG	Tuition & Books		26.33
Total Economic Development & Housing		\$	10,253.30

CAPITAL IMPROVEMENTS FUND

Gould Construction Inc	Main Replacement/Brush Creek	\$	25,880.19
Alpine Valley Fireplace	Use Tax Refund		190.58
Richards, Julia M	Use Tax Refund		2,000.00
Pathfinder, LLC	Town Hall Improvements		17,866.01
Ground Engineering Consultants	Traffic Control Improvements		260.00
360 Civil, Inc.	Street Replacement- Capitol St		72,208.55
KLJ Engineering LLC	Grand Avenue Improvements		18,980.56
Stolfus & Associates	Grand Avenue Improvements		45,359.00
Union Pacific Railroad Company	Grand Avenue Improvements		630.00
Chalmers Ford	Patrol Vehicles		254,650.00
Total CAPITAL IMPROVEMENTS FUND		\$	438,024.89

WASTEWATER FUND

Pinnacol Assurance	Worker's Compensation	\$	2,230.58
CEBT	Health & Insurance Benefits		256.20
Rocky Mountain Reserve LLC	Health & Insurance Benefits		73.36
Cintas Corporation	Office Supplies		47.30
Grainger	Office Supplies		35.37
Western Slope Supplies Inc	Office Supplies		25.25
Polydyne Inc.	Operating Supplies		7,958.00
Ferguson Enterprises, Inc.	Repair & Maintenance Supplies		112.73
Grainger	Repair & Maintenance Supplies		153.15
Gypsum Ace Hardware LLC	Repair & Maintenance Supplies		244.91
MRS Distribution LLC	Repair & Maintenance Supplies		9,650.00
Separator Spares & Equipment	Repair & Maintenance Supplies		404.03
USA Blue Book	Repair & Maintenance Supplies		1,286.13
Z&M Enterprise, LLC	Repair & Maintenance Supplies		6,572.73
Fleet Services	Vehicle Fuel		366.24

**BILL SCHEDULE
MAY 2026**

WASTEWATER FUND, cont.

Grainger	Equipment (Non-Capital)	242.17
Federal Express Corp.	Communication & Shipping	229.07
Nextrust Inc	Communication & Shipping	329.00
Black Hills Energy	Utility Services	2,958.45
Holy Cross Energy	Utility Services	13,617.52
Chase Paymentech	C.C. Transaction Fees	801.91
Xpress Bill Pay	C.C. Transaction Fees	605.79
Clark Hill PLC	Legal & Audit	77.00
Denali Water Solutions LLC	Sludge Disposal	5,643.00
Utility Notification Center Of Colorado	Repair & Maintenance Services	42.92
Caselle, Inc.	Computer Support	275.70
Colorado Analytical Laboratories Inc	Testing & Permits	86.00
Eagle River Water & Sanitation District	Testing & Permits	3,076.00
Seacrest Group	Testing & Permits	1,675.00
SGS North America Inc	Testing & Permits	2,808.00
Backflow Solutions Inc	Contract Payments	2,000.00
Browns Hill Engineering	Contract Payments	4,132.40
Mott MacDonald	Capital Expenditures - Nutrient Criteria Nitrogen	219,571.97
Myers & Sons Construction LLC	Capital Expenditures - Nutrient Criteria Nitrogen	22,940.00
Total WASTEWATER FUND		\$ 310,527.88

WATER FUND

Pinnacol Assurance	Worker's Compensation	\$ 3,577.92
CEBT	Health & Insurance Benefits	256.20
Rocky Mountain Reserve LLC	Health & Insurance Benefits	111.23
Amazon Capital Services	Office Supplies	34.32
Cintas Corporation	Office Supplies	47.30
Hach Company	Operating Supplies	841.64
Nalco Chemical Co	Operating Supplies	8,207.09
PVS DX Inc	Operating Supplies	340.00
Trick Threads	Uniforms	90.00
Amazon Capital Services	Repair & Maintenance Supplies	229.02
Ferguson Enterprises, Inc.	Repair & Maintenance Supplies	5,991.05
Glenwood Springs Auto Parts Inc (Napa)	Repair & Maintenance Supplies	217.19
Grainger	Repair & Maintenance Supplies	3,345.53
Gypsum Ace Hardware LLC	Repair & Maintenance Supplies	643.04
Hach Company	Repair & Maintenance Supplies	1,403.10
Pipestone Equipment, An Impel Company	Repair & Maintenance Supplies	26.81
Pollardwater	Repair & Maintenance Supplies	294.07
Wylaco Supply Co	Repair & Maintenance Supplies	576.00
Performance Automotive	Vehicle Repair & Mtn Supplies	664.95
Fleet Services	Vehicle Fuel	629.06
In-Situ Inc	Equipment (Non-Capital)	4,167.00
Ferguson Enterprises, Inc.	Meters	58,653.32
Ferguson Enterprises, Inc.	Meter Related Items	4,441.40
Federal Express Corp.	Communication & Shipping	69.03
Nextrust Inc	Communication & Shipping	329.00
AmeriGas	Utility Services	2,772.00
Black Hills Energy	Utility Services	75.58
Holy Cross Energy	Utility Services	16,268.81
Chase Paymentech	C.C. Transaction Fees	1,360.81
Xpress Bill Pay	C.C. Transaction Fees	826.07
Garfield & Hecht, P.C.	Legal	8,119.00

**BILL SCHEDULE
MAY 2026**

WATER FUND, cont.

Karp Neu Hanlon, PC	Legal	33,661.25
HDR Engineering, Inc.	Engineering	8,940.66
LRE Water	Engineering	843.00
Mott MacDonald	Engineering	2,211.00
Spheros Environmental Group Parent Inc	Engineering	16,596.00
CRWCD - Enterprise Fund	Wolford Mtn. Reservoir-CRWCD	30,585.00
Blue Monster Service LLC	Repair & Maintenance Services	135.00
Browns Hill Engineering	Repair & Maintenance Services	2,817.76
Ewing Trucking And Construction LLC	Repair & Maintenance Services	5,820.00
Performance Automotive	Repair & Maintenance Services	760.00
Utility Notification Center Of Colorado	Repair & Maintenance Services	42.92
Eagle River Coalition	Water Quality Monitoring	13,000.00
Eagle River Water & Sanitation District	Testing & Permits	1,056.00
SGS North America Inc	Testing & Permits	5,579.00
Caselle, Inc.	Computer Support	444.70
Ferguson Enterprises, Inc.	Computer Support	4,384.46
In-Situ Inc	Computer Support	819.12
Colorado CWP	Tuition & Books	255.00
Backflow Solutions Inc	Contract Payments	1,995.00
Browns Hill Engineering	Contract Payments - SCADA	16,529.60
Superior Alarm & Electronics	Contract Payments	420.00
Browns Hill Engineering	Capital Expenditures - PLC Upgrades	32,956.00
Column Software, PBC	Tank Replacement	38.87
Ferguson Enterprises, Inc.	Tank Replacement	8,152.56
Grainger	Tank Replacement	1,871.87
Gypsum Ace Hardware LLC	Tank Replacement	167.07
Mott MacDonald	Tank Replacement	7,733.00
Phoenix Industries Ltd	Tank Replacement	92,201.84
Column Software, PBC	Main Replacement/Brush Creek	38.87
Ferguson Enterprises, Inc.	Main Replacement/Brush Creek	5,678.96
Gould Construction Inc	Main Replacement/Brush Creek	426,920.46
Grainger	Main Replacement/Brush Creek	822.26
360 Civil, Inc.	Water Line Improvements	302,773.55
Ground Engineering Consultants	Water Line Improvements	3,700.00
Total WATER FUND		\$ 1,154,558.32

REFUSE FUND

Pinnacol Assurance	Worker's Compensation	\$ (510.33)
Nextrust Inc	Communication & Shipping	329.00
Chase Paymentech	C.C. Transaction Fees	243.00
Xpress Bill Pay	C.C. Transaction Fees	275.36
Blue Monster Service LLC	Repair & Maintenance Services	75.00
Vail Honeywagon	Repair & Maintenance Services	1,874.61
Caselle, Inc.	Computer Support	275.70
Vail Honeywagon	Contract Services	164,607.74
Total REFUSE FUND		\$ 167,170.08

STORMWATER FUND

Nextrust Inc	Communication & Shipping	\$ 329.00
Chase Paymentech	C.C. Transaction Fees	24.30
Xpress Bill Pay	C.C. Transaction Fees	18.36
360 Civil, Inc.	Capital Expenditures - Capitol Street	60,381.05
Total STORMWATER FUND		\$ 60,752.71

**BILL SCHEDULE
MAY 2026**

BROADBAND FUND

Pinnacol Assurance	Worker's Compensation	\$	17.37
Rocky Mountain Reserve LLC	Health & Insurance Benefits		4.82
Teltech Communications LLC	Equipment (Non-Capital)		4,444.27
Aspen Wireless Technologies, Inc.	Computer Support		3,489.00
Federated Wireless, Inc.	Computer Support		405.50
Total BROADBAND FUND		\$	8,360.96

STCIF

Calibre Engineering Inc	Professional Services	\$	1,387.50
Mountain Recreation Metro District	Multi-Use Rec Facilities - Pool Rebuild		47,994.43
Blue Monster Service LLC	Town Park Improvements		810.00
Blusky Restoration Contractors, LLC	Town Park Improvements - Restroom		73,860.21
Norris Design, Inc.	Town Park Improvements		1,471.25
Strategic Fence & Wall Company	Town Park Improvements - Dog Park Fencing		38,174.80
UMB	Debt Service Interest		301,644.23
Total STCIF		\$	465,342.42

DISPOSABLE BAG FEE FUND

Advanced Chemical Transport (Act)	Event Production	\$	3,720.36
Nextrust Inc	Event Production		177.43
Total DISPOSABLE BAG FEE FUND		\$	3,897.79

OPEN SPACE FUND

Pinnacol Assurance	Worker's Compensation	\$	(879.23)
Rocky Mountain Reserve LLC	Health & Insurance Benefits		15.25
Boot Barn	Uniforms		162.88
Smiley, Alex	Uniforms		71.92
Builders First Source	R & M Supplies		459.32
Gypsum Ace Hardware LLC	Repair & Maintenance Supplies		33.99
Fleet Services	Vehicle Fuel		314.92
Accurate Background LLC	Recruitment		19.00
Vail Honeywagon	Repair & Maintenance Services		776.44
Glenwood Springs Ford	Open Space Vehicles		171.38
Gypsum Ace Hardware LLC	Open Space Vehicles		91.96
Aloterra Restoration Services Inc	Habitat & Riparian Restoration		11,365.00
ERO Resources Corporation	Habitat & Riparian Restoration		5,107.75
Total OPEN SPACE FUND		\$	17,710.58

DDA FUND

Schlosser, Scott	Travel	\$	844.83
Total DDA FUND		\$	844.83

Total			2,991,425.32
Payroll			594,949.98
CEBT-Health Insurance			124,997.52
Unum Life Insurance Company of America	Stort-term and Long-term Disability Insurance		5,612.08
HRA Claims Paid			-
Grand Total			3,716,984.90



To: Mayor Woods and Town Council

From: Melissa Daruna, Town Manager

Date: June 9, 2026

Agenda Item: Resolutions 35, 36 & 37, Series 2026 Appointing Commissioners and Alternates to the Planning and Zoning Commission.

REQUEST: Staff requests Town Council approve the resolutions addressing Planning and Zoning Commissioner attendance and appointing a new Commissioner and alternates.

BACKGROUND: Consistent attendance at Planning and Zoning Commission meetings is essential to maintain a quorum and ensure timely and fair review of development applications. In September 2025, Commissioner Chad Koch was appointed. Since then, Commissioner Koch has only attended 2 of 17 scheduled meetings. Staff have conducted outreach to Commissioner Koch multiple times and have not received a response and participation has not improved. As a result, staff recommends Council action to remove Commissioner Koch from the Planning and Zoning Commission and appoint one of the current alternates in his place.

ANALYSIS: To maintain full membership and fill the vacancy from Commissioner Koch, staff also recommends the following appointments:

- Ben Leape, who is currently serving as First Alternate, be appointed to fill the Commissioner seat with his term ending June 30, 2026.
- Colleen Sharpe, who is currently serving as an additional alternate, be appointed to First Alternate with a term ending February 2028.
- KaLynn Morrison, who is currently serving as an additional alternate, be appointed as Second Alternate with a term ending April 7, 2030.

COMMUNITY INPUT: None at this time.

BUDGET/STAFF IMPACT: There is no additional fiscal impact.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: Maintaining a full and engaged Planning and Zoning Commission directly aligns with Council’s strategic goal of advancing responsible growth and providing responsive service the community.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to Approve Resolution 35, Series 2026 – A Resolution of the Town Council of the Town of Eagle, Colorado to appoint one vacancy on the Town of Eagle Planning and Zoning Commission.

Motion to Approve Resolution 36, Series 2026 – A Resolution of the Town Council of the Town of Eagle, Colorado to appoint one Alternate Vacancy on the Town of Eagle Planning and Zoning Commission.

Motion to Approve Resolution 37, Series 2026 – A Resolution of the Town Council of the Town of Eagle, Colorado to Appoint a Second Alternate position on the Town of Eagle Planning and Zoning Commission.

ATTACHMENTS:

- Resolution 35, Series 2026 – A Resolution of the Town Council of the Town of Eagle, Colorado to appoint one vacancy on the Town of Eagle Planning and Zoning Commission.
- Resolution 36, Series 2026 – A Resolution of the Town Council of the Town of Eagle, Colorado to appoint one Alternate Vacancy on the Town of Eagle Planning and Zoning Commission.
- Resolution 37, Series 2026 – A Resolution of the Town Council of the Town of Eagle, Colorado to Appoint a Second Alternate position on the Town of Eagle Planning and Zoning Commission.

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 35
(Series of 2026)

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
TO APPOINT ONE VACANCY ON THE TOWN OF EAGLE PLANNING AND ZONING
COMMISSION.**

WHEREAS, one vacancy was created by Chad Koch resignation on June 9, 2026; and

WHEREAS, the position of a Planning and Zoning Commission member has been advertised through the Town's newsletter, in the newspaper, and on social media seeking applicants; and

WHEREAS, subsection (A) of Section 2.24.020 of the Eagle Municipal Code provides that the Town Planning and Zoning Commission shall consist of seven members appointed by the Town of Eagle Town Council. The term of the newly appointed member of the Commission shall expire on June 30, 2026, or until the successor takes office; and

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

Section 1. Benjamin Leape is hereby reclassified from First Alternate to Regular member of the Town of Eagle Planning and Zoning Commission with the term to begin on June 9, 2026 and end on June 30, 2026.

INTRODUCED, READ, PASSED, AND ADOPTED ON JUNE 9, 2026.

TOWN OF EAGLE, COLORADO

By: _____
Bryan Woods, Mayor

ATTEST:

Camille Deering, Town Clerk

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 36
(Series of 2026)

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
TO APPOINT ONE ALTERNATE VACANCY ON THE TOWN OF EAGLE
PLANNING AND ZONING COMMISSION.**

WHEREAS, one vacancy was created by Benjamin Leape's reclassification from First Alternate to Regular Member of Planning and Zoning Commission on June 9, 2026; and

WHEREAS, the position of a Planning and Zoning Commission member has been advertised through the Town's newsletter, in the newspaper, and on social media seeking applicants; and

WHEREAS, subsection (A) of Section 2.24.020 of the Eagle Municipal Code provides that the Town Planning and Zoning Commission shall consist of seven members appointed by the Town of Eagle Town Council. Subsection (B) of Section 2.24.020 of the Eagle Municipal Code provides that the Town Council may also appoint alternate members of the Town Planning and Zoning Commission, to serve in the event any regular member is temporarily unable to act due to absence from a meeting, illness, a personal interest in any matter before the Commission, or any other cause. The term of the newly appointed member of the Commission shall expire on February 28, 2028, or until the successor takes office; and

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

Section 1. Colleen Sharpe is hereby appointed to the Town of Eagle Planning and Zoning Commission to serve as First Alternate with the term to begin on June 9, 2026 and end on February 28, 2028.

INTRODUCED, READ, PASSED, AND ADOPTED ON JUNE 9, 2026.

TOWN OF EAGLE, COLORADO

By: _____
Bryan Woods, Mayor

ATTEST:

Camille Deering, Town Clerk

TOWN OF EAGLE COLORADO
RESOLUTION NO. 37
(Series of 2026)

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE,
COLORADO, TO APPOINT A SECOND ALTERNATE POSITION ON THE
TOWN OF EAGLE PLANNING AND ZONING COMMISSION.**

WHEREAS, a need for a Second Alternate for Planning and Zoning Commission was brought to the attention of Council on June 9, 2026; and

WHEREAS, the position of a Planning and Zoning Commission member has been advertised through the Town's newsletter, in the newspaper, and on social media seeking applicants; and

WHEREAS, subsection (A) of Section 2.24.020 of the Eagle Municipal Code provides that the Town Planning and Zoning Commission shall consist of seven members appointed by the Town of Eagle Town Council. Subsection (B) of Section 2.24.020 of the Eagle Municipal Code provides that the Town Council may also appoint alternate members of the Town Planning and Zoning Commission, to serve in the event any regular member is temporarily unable to act due to absence from a meeting, illness, a personal interest in any matter before the Commission, or any other cause. The term of the newly appointed member of the Commission shall expire on April 7, 2030, or until the successor takes office; and

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

Section 1. KaLynn Woods is hereby appointed to the Town of Eagle Planning and Zoning Commission to serve as Second Alternate with the term to begin on June 9, 2026 and end on April 7, 2030.

INTRODUCED, READ, PASSED, AND ADOPTED ON JUNE 9, 2026.

TOWN OF EAGLE, COLORADO

By: _____
Bryan Woods, Mayor

ATTEST:

Camille Deering, Town Clerk



To: Mayor Woods and Town Council
From: Kevin Aoki, IT Manager
Date: June 9, 2026
Agenda Item: Resolution 40, Series 2026 - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING EXPENDITURE OF FUNDS WITH TYLER TECHNOLOGIES FOR FINANCE AND COURTS MODULES

REQUEST:

Staff requests that Council review and approve the expenditure of budgeted funds to expand the Town's existing agreement with Tyler Technologies for the implementation of additional Finance and Courts modules.

BACKGROUND:

In 2025, Town Council supported the Town's application for a Colorado Department of Local Affairs (DOLA) technology grant through Resolution 16, Series 2025. Following the grant award on April 21, 2025, the Town issued a Request for Proposals (RFP) on June 17, 2025, for permitting software. After a competitive selection process, Tyler Technologies Inc. was selected to implement a comprehensive Community Development software solution.

As additional workflow and process audits were completed for other departments, staff have identified the opportunity to expand the Tyler Technologies platform to include additional modules supporting Finance and Municipal Courts operations. These modules are part of the same integrated Tyler Technologies ecosystem and are designed to work with the Community Development suite previously approved by Council.

ANALYSIS:

Expanding the Town's use of the Tyler Technologies platform to include Finance and Courts modules will further enhance operational efficiency, data integration, and service delivery across departments. Leveraging a unified software environment allows for improved data sharing, streamlined workflows, and consistent user experience for both staff and the public.

The Finance module will support more efficient financial management, reporting, and transparency, including Utility billing, while the Courts module will modernize case management, payment processing, and public access to court-related services. Integration with the Community Development modules will provide end-to-end visibility across permitting, licensing, financial transactions, and enforcement processes.

Adopting these additional modules as part of the existing Tyler Technologies suite reduces redundancy, minimizes the need for multiple standalone systems, and supports long-term scalability. This unified approach will improve coordination among departments and enhance the Town's ability to serve residents,

businesses, and other stakeholders.

COMMUNITY INPUT:

Not applicable.

BUDGET / STAFF IMPACT:

Funding for the expansion of Tyler Technologies modules is included within the Town’s approved budget. Costs associated with implementation and annual licensing will be incorporated into existing operational planning. While the addition of Finance and Courts modules will require staff time for configuration, training, and data migration, the long-term benefit will be increased efficiency, reduced manual processes, and improved service delivery. Utilizing a single, integrated platform is expected to reduce system maintenance burdens and improve overall staff productivity.

Implementation will occur in coordination with the ongoing Community Development deployment to ensure alignment, minimize disruption, and maximize the value of the integrated Tyler Technologies platform.

To complete the implementation of Tyler Technologies, staff will utilize \$172,900 already budgeted in 2026 as well as rollover unused \$65,000 that was budgeted in 2025 for the software, shown below.

1X Implementation Budget				
Dept	Account	Available Budget		Notes
		2026	Revised	
Comm Dev	10-52-362	\$	172,900	Grants & Rollover 1X Funding
Comm Dev	10-52-362	\$	65,000	Rollover Unused \$65K
Total		\$	237,900	

Ongoing annual costs as outlined in this contract are **\$130,685** against an ongoing existing annual budget of **\$135,794**, as shown on the following page, resulting in first year savings of \$5,109 across the General Fund, Wastewater Fund, Water Fund, and Refuse Fund. Future planned increases made by Tyler Technologies will be budgeted as needed as part of our annual Increased Contracts budget.

Ongoing Annual Budget

Dept	Account	Available Budget		Notes
		2026 Revised		
Gen Admin	10-51-362	\$	17,718	Caselle
Gen Admin	10-51-362	\$	11,000	AP Workflow Set Aside
Gen Admin	10-51-362	\$	600	Xpress Bill Pay Forms
Comm Dev	10-52-362	\$	5,700	Community Core
Comm Dev	10-52-362	\$	2,000	Bluebeam
Comm Dev	10-52-362	\$	65,000	Tyler Funds Set Aside
Muni Court	10-53-362	\$	3,804	Caselle
Streets	10-54-362	\$	258	Caselle - Maintenance Orders
B&G	10-56-362	\$	254	Caselle - Maintenance Orders
IT	10-60-362	\$	10,000	GIS & Data Contracting
Housing	10-72-395	\$	7,500	Eagle County LERP IGA
Wastewater	51-58-362	\$	3,312	Caselle
Water	52-59-375	\$	5,340	Caselle
Refuse	53-53-362	\$	3,308	Caselle
Total		\$	135,794	

RECOMMENDED ACTION:

Staff asks that Town Council review and APPROVE this expenditure with Tyler Technologies.

Motion to APPROVE Resolution 40, Series 2026 - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING EXPENDITURE OF FUNDS WITH TYLER TECHNOLOGIES FOR FINANCE AND COURTS MODULES

ATTACHMENTS:

- Resolution 40, Series 2026 - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING EXPENDITURE OF FUNDS WITH TYLER TECHNOLOGIES FOR FINANCE AND COURTS MODULES
- Draft Contract, Tyler Technologies

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 40
(Series of 2026)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING EXPENDITURE OF FUNDS WITH TYLER TECHNOLOGIES FOR FINANCE
AND COURTS MODULES

WHEREAS, a Planning and Permitting Request for Proposals (RFP) was issued on June 17, 2025, 13 proposals were received, and Tyler Technologies was awarded the contract;

WHEREAS, during process audits and evaluations, staff determined that having a holistic suite of software that works together and uses common data sources would benefit town operations;

WHEREAS, following vendor demonstrations with the Finance and Courts staff, Tyler Technologies was considered a suitable candidate for optimizing workflows and processes;

WHEREAS, the Town has received a Department of Local Affairs (DOLA) grant and has appropriated funds in the 2026 budget for the purpose of supporting these projects.

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

Section 1. The Town approves an expenditure of budgeted funds with Tyler Technologies, Inc.

INTRODUCED, READ, PASSED AND ADOPTED ON June 9th, 2026.

TOWN OF EAGLE, COLORADO

Bryan Woods, Mayor

ATTEST:

Camille Deering, Town Clerk



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. Our current Business Travel Policy is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf>.
- **"Client"** means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary.
- **"Data"** means your data necessary to use the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users, if any, that are identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to a Third-Party Product.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an Order Form, the Effective Date is the date your authorized representative signed the Order Form.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services

attached as Exhibit A.

- **“Order Form”** means an ordering document that includes a quote or investment summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“Professional Services”** means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf>.
- **“Third-Party Hardware”** means the third-party hardware, if any, identified in the Investment Summary.
- **“Third-Party Products”** means the Third-Party Software and Third-Party Hardware.
- **“Third-Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third-Party Services”** means the third-party services, if any, identified in the Investment Summary.
- **“Third-Party Software”** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **“Third-Party Terms”** means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we,” “us,” “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or

Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.

2. Ownership.

- 2.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
- 2.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3. Data.

- 3.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
- 3.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data to provide services pursuant to this Agreement. Additionally, you agree that Tyler may use deidentified Data for Client or third-party demonstrative or training purposes.
- 3.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at <https://www.tylertech.com/privacy>) and applicable law.
- 3.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws.

4. Restrictions.

- 4.1. You may not:
 - 4.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations;
 - 4.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;
 - 4.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or
 - 4.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
 - 4.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the

term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process.

6. SaaS Services.

6.1. *Audit & Compliance.* Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.

6.2. *Service Levels.* The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.

6.3. *Business Continuity.* Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.

6.4. *Security Measures.* We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance> and, in the event of any change in our status,

we will comply with applicable notice requirements.

6.5. *Password Security*. You are responsible for:

- 6.5.1. keeping your and your representatives' passwords secure and confidential;
- 6.5.2. any account activity or access that occurs pursuant to you and your representatives' passwords, its account or IdPs; and
- 6.5.3. notifying us of any unauthorized access to your account.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and if applicable, described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Investment Summary. You acknowledge that the fees stated in the Investment Summary, unless expressly stated otherwise, are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable rate by the quoted units.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with reasonable access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the

Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.

9. Maintenance and Support Services.

9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:

- 9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
- 9.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;
- 9.1.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
- 9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.

9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.

9.3. We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.

9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.

SECTION D – THIRD-PARTY PRODUCTS

- 1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.

2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you. Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.
 - 3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
 - 3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-Party Products.
4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

SECTION E – TERM AND TERMINATION

1. Term.
 - 1.1. The initial term for the items set forth in Schedule 3 of Exhibit A to the Agreement is equal to the number of years indicated for SaaS Services in Schedule 3 of Exhibit A or one (1) year if no duration is indicated and commences the first day of the first month following the Effective Date. Upon expiration of that initial term, the term will renew automatically for additional one (1) year renewal terms at our then-current rates unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term, or as indicated in Section E(2). Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
 - 1.2. The initial term for the items set forth in Schedules 1 and 2 of Exhibit A to the Agreement is equal to the number of years indicated for SaaS Services in Schedules 1 and 2 of Exhibit A or one (1) year if no duration is indicated. The initial term commences on the earlier of (a) the first day of the first month following the “Go-Live” date for the SaaS Services set forth in Schedule 3 to Exhibit A, or (b) July 1, 2027. Upon expiration of that initial term, the term will renew automatically for additional one (1) year renewal terms at our then-current rates unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term, or as indicated in Section E(2). Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).

- 2.1. *Failure to Pay Fees.* You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.
- 2.2. *For Cause.* If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).
- 2.3. *Force Majeure.* Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4. *Lack of Appropriations.* If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION F – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1. We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2. Our obligations under this Section F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties.
 - 1.3. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either:
 - 1.3.1. procure the right to continue its use;
 - 1.3.2. modify it to make it non-infringing; or
 - 1.3.3. replace it with a functional equivalent.
We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.
 - 1.4. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.
2. General Indemnification.
 - 2.1. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by our negligence or willful misconduct; or (ii) our violation of law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 2.2. Reserved.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.
4. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION E(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (i) Commercial General Liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate; (ii) Automobile Liability of \$1,000,000 combined single limit; (iii) Professional Liability (inclusive of cyber protection) of \$1,000,000 per claim and in the aggregate; (iv) Workers Compensation complying with applicable statutory requirements; and (v) Excess/Umbrella Liability of \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION G – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current pricing, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Performance Issues and Dispute Resolution.**

- 2.1. *Notice.* You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
- 2.2. *Invoice Issues.*
- 2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.
 - 2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.
 - 2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute **any** fees under this Agreement when you fail to pay undisputed fees within sixty (60) days of our notice that the fees are overdue.
 - 2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.
 - 2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.
- 2.3. *Dispute Resolution.* You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
4. Nondiscrimination. We will not discriminate against any employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
5. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.

6. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.
7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
9. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.
10. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, or implied. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified in writing, signed by an authorized representative of the party against whom enforcement is sought.
11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement or such other address as the party may have designated by

proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - iii. a party receives from a third party who has a right to disclose it to the receiving party; or
 - iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
17. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state or commonwealth of domicile, without regard to its rules on conflicts of law.
19. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
20. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. In such cases, we reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
21. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights

data platform. Your rights, and the rights of any of your end users, to use Tyler’s Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at: <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
	Schedule 1: ERP Pro
	Schedule 2: Municipal Justice
	Schedule 3: Enterprise Permitting & Licensing
Exhibit B	Invoicing and Payment Terms
Exhibit C	Service Level Agreement
Exhibit D	Third-Party Terms
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Town of Eagle, Colorado

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
7701 College Boulevard
Overland Park, KS 66210
Attention: Chief Legal Officer

Address for Notices:

Town of Eagle
PO Box 609
Eagle, CO 81631
Attention: _____



Exhibit A

Investment Summary

The following Investment Summary consists of three (3) schedules which details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

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Exhibit A
Schedule 1: ERP Pro

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**Billing Address:**

Town of Eagle
PO Box 609

Eagle CO 81631

Quoted By	Ryan Ellertson
Quote Expiration	6/30/26
Quote Name	Town of Eagle SaaS

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
ERP Pro			
ERP Pro 10 Financial Management Suite			
AP Automation Capture with Disbursements	\$ 4,594	\$ 460	\$ 4,134
Core Financials	\$ 14,786	\$ 1,479	\$ 13,307
Project Accounting	\$ 3,469	\$ 347	\$ 3,122
ERP Pro 10 Customer Relationship Management Suite			
Utility Billing Water/Gas	\$ 8,356	\$ 836	\$ 7,520
Cashiering	\$ 2,894	\$ 289	\$ 2,605
Utility Access	\$ 1,440	\$ 144	\$ 1,296
Third-Party Printing Interface	\$ 2,572	\$ 257	\$ 2,315
Service Orders Mobile	\$ 643	\$ 64	\$ 579
Tyler One			
Content Manager Suite			
Content Manager Core	\$ 5,466	\$ 547	\$ 4,919

TOTAL: **\$ 44,220** **\$ 4,423** **\$ 39,797**
Term # of Years: **3**

Tyler Fees per Transaction	
Description	Net Unit Price
ERP Pro	
ERP Pro 10 Financial Management Suite	
AP Automation Disbursements	\$ 0.00
ERP Pro 10 Customer Relationship Management Suite	
Utility Access Transactions	\$ 2.00
Tyler One	
Notify	
Notifications for Utilities	\$ 0.10

Payments

	List Price	Service%	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Client Card Cost - Interchange Plus									
ERP Pro Payments									
Miscellaneous				0.75%	\$ 0.75		X		
Easy Pay				0.75%	\$ 0.75			X	
Payments – Client Card Cost – Utility Access Bundle									
ERP Pro Payments									
Utility Access Payments Bundle				2.00%	\$ 0.10		X	X	X
Payments - Other Fees									
Client eCheck Cost	\$ 1.25								
eCheck Rejects	\$ 5.00								

Credit Card Chargebacks

\$ 15.00

Client Card Cost - Interchange Plus

per card transaction with Visa, MasterCard, Discover, and American Express, when applicable, for all transactions on top of industry-driven rates for bank fees, card brand fees, interchange fees, dues, assessments, and other processing fees.

Client Card Cost – Utility Access Bundle

Per card transaction with Visa, MasterCard, Discover, and American Express, when applicable, for all transactions on top of industry-driven rates for bank fees, card brand fees, interchange fees, dues, assessments, and other processing fees. Utility Billing Online per transaction fee is bundled into Tyler Payments rate. In the event Client elects a different processor, Client will be subject to the then-current UBO per transaction fee.

Credit Card Chargebacks

If a card payer disputes a transaction at the card issuing bank (e.g. stolen card).

Client eCheck Cost

Per electronic check transaction.

eCheck Rejects

When an eCheck transaction comes back as declined (e.g. bounced check).

Payments

Your use of Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

Services		
Description	Hours/Units	Extended Price
ERP Pro 10 Financial Management Suite		
Professional Services	168	\$ 24,360
Project Management	1	\$ 1,950
Data Conversion Services		\$ 4,500
ERP Pro 10 Customer Relationship Management Suite		
Professional Services	206	\$ 29,870
Data Conversion Services		\$ 6,000
Project Management	1	\$ 1,500
Content Manager Suite		
Professional Services	40	\$ 5,800
TOTAL:		\$ 73,980

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 39,797
Total Tyler Services	\$ 73,980	
Summary Total	\$ 73,980	\$ 39,797

Optional Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
ERP Pro			
ERP Pro 10 Financial Management Suite			
AP Automation Capture Only	\$ 5,513	\$ 551	\$ 4,962
Contracts Management	\$ 0	\$ 0	\$ 0
Grants Management	\$ 1,479	\$ 148	\$ 1,331
Accounts Receivable	\$ 3,891	\$ 389	\$ 3,502
TOTAL:	\$ 10,883	\$ 1,088	\$ 9,795

Optional Services		
Description	Hours/Units	Extended Price
ERP Pro 10 Financial Management Suite		
Professional Services	40	\$ 5,800
TOTAL:		\$ 5,800

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

SaaS is considered a term of one year unless otherwise indicated.

Fraud, Risk & Compliance – Finance

Included with AP Automation Capture with Disbursements

Cashiering

Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import.

Utility Access

Utility Access Component displays the current status (late, cut off etc), the action needed to avoid penalty, current balance, deposits on file (optional), last payment date, last payment amount, payment arrangements on file, last bill amount, last bill date, bill due date, contracts on file and status, transaction history (online payments). Payment packet is created to be imported to utility system. Address information includes legal description, precinct, school district, and services at address(subject to data availability). Includes consumption history by service (including graphs), request for service (optional), information change request (optional), security -SSL (secure socket layer).

AP Automation Capture Only

A fully automated vendor payment system, including an automated invoice capture system, invoice approval system, AP Invoice Access. Tyler Software may include artificial intelligence ("AI") features that are provided as an administrative convenience, designed to analyze data or make suggestions, subject to changing laws applicable in your local jurisdiction. Client is responsible for independently validating the accuracy of data analyzed or suggestions provided via AI features and using such features only to the extent permissible under applicable law.

AP Automation Capture with Disbursements

A fully automated vendor payment system, including an automated invoice capture system, invoice approval system, AP Invoice Access. Tyler Software may include artificial intelligence ("AI") features that are provided as an administrative convenience, designed to analyze data or make suggestions, subject to changing laws applicable in your local jurisdiction. Client is responsible for independently validating the accuracy of data analyzed or suggestions provided via AI features and using such features only to the extent permissible under applicable law.

Utility Access Transactions

Note that the customer pays a fee per transaction for payment on-line.

Notifications for Utilities

Includes Customer notifications by phone (call late notices and general notifications) and texts. Call and text lists are automatically generated, and the account is updated after the call or text. Calls includes a custom message for each call type and the call message can

be in English or Spanish. It generates reports based on call and text results. Note: The Utility will be billed at the rate specified above for all the calls and texts made. The Utility will be billed quarterly by Tyler Technologies for calls and texts conducted.

Financial Management Data Conversion

Includes Chart of Accounts, General Ledger, Accounts Payable, current fiscal year balanced transactions, and unlimited unbalanced transaction history.

Utilities Data Conversion

Includes contacts/properties/accounts, meters, transaction/consumption/read history, metered services, non-metered service. Balanced transactions converted from current calendar year plus prior 2 years. Unlimited history imported upon request.

Utility Access Payments Bundle

Includes ERP Pro Payments and IVR (an automated phone system which securely allows for the collection of utility payments and the checking of balances and due dates).

Utility Billing Water/Gas

Includes Collections, Tax Lien Process and Import, a Standard Forms Package, Output Director, one Utility Handheld Meter-Reader Interface, Tyler University, and Fraud, Risk & Compliance.

Core Financials

Includes General Ledger, Budget Prep, Bank Recon, AP, CellSense, a Standard Forms Pkg, Output Director, Positive Pay, Secure Signatures, Tyler University, and Fraud, Risk & Compliance.

AP Automation Disbursements

Expedited disbursement options available to vendors include instant transfer to a bank account, PayPal, Venmo and fast ACH where fees may apply. No fee options include standard ACH, and physical checks. All disbursements will be made pursuant to the terms and conditions found at <https://www.tylertech.com/client-terms/ap-automation-disbursements-software-and-services-terms-of-use>

NOTWITHSTANDING ANYTHING TO THE CONTRARY, WITH RESPECT TO ALL CYBERSECURITY OFFERINGS, INCLUDING FRAUD, RISK & COMPLIANCE, (A) TYLER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO OUTCOMES OR ERRORS AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) IN NO EVENT WILL TYLER BE LIABLE FOR THE ACTIONS OF ANY MALICIOUS OR CRIMINAL ACTORS, AND (C) TYLER DOES NOT WARRANT THAT SUCH OFFERINGS WILL PREVENT A BREACH OF SYSTEM SECURITY FROM OCCURRING.



Exhibit A
Schedule 2: Municipal Justice

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**Billing Address:**

Town of Eagle
PO Box 609

Eagle CO 81631

Quoted By Ryan Ellertson
Quote Expiration 6/30/26
Quote Name Eagle CO Court SaaS

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
Municipal Justice			
Municipal Justice Suite			
Colorado Driving History (DRIVES) Interface	\$ 1,415	\$ 141	\$ 1,274
Virtual Court	\$ 1,800	\$ 180	\$ 1,620
Standard Court/Police Third-Party Interface (Import or Export of Citations/Warrants/Dispositions)	\$ 3,537	\$ 354	\$ 3,183
ERP Pro Financials Interface	\$ 0	\$ 0	\$ 0
Enterprise Permitting & Licensing Interface	\$ 0	\$ 0	\$ 0
Enforcement Mobile Interface	\$ 0	\$ 0	\$ 0
Court Payment Import Interface	\$ 1,608	\$ 161	\$ 1,447
Standard Collection Agency Export Interface	\$ 1,061	\$ 106	\$ 955
Case Manager	\$ 4,244	\$ 424	\$ 3,820
Registered Vehicle Owner Interface	\$ 2,200	\$ 220	\$ 1,980
Tyler One			

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
Content Manager Suite			
Municipal Justice Content Manager Core	\$ 3,826	\$ 383	\$ 3,443
TOTAL:	\$ 19,691	\$ 1,969	\$ 17,722

Term # of Years: 3

Tyler Fees per Transaction	
Description	Net Unit Price
Municipal Justice	
Municipal Justice Suite	
Court Case Resolution Bundle	\$ 0.00
Miscellaneous Payments	\$ 1.25

Payments

Use Case	List Price	Service%	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Client Card Cost - Interchange Plus									
Municipal Justice Payments									
Municipal Justice				0.75%	\$ 0.75		X	X	
Payments - Other Fees									
Credit Card Chargebacks	Municipal Justice	\$ 15.00							

Client Card Cost - Interchange Plus

per card transaction with Visa, MasterCard, Discover, and American Express, when applicable, for all transactions on top of industry-driven rates for bank fees, card brand fees, interchange fees, dues, assessments, and other processing fees.

Credit Card Chargebacks

If a card payer disputes a transaction at the card issuing bank (e.g. stolen card).

Payments

Your use of Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

Third Party Software & Hardware				
Description	Quantity	Unit Price	Extended Price	Annual
Tyler One				
Payments				
Payments EMV Card Reader Purchase	1	\$ 529	\$ 529	\$ 0
PCI Service Fee (Per Device)	1	\$ 180	\$ 0	\$ 180
Tyler Third Party				
Hardware				
Topaz Signature Pad TL462 USB with Serial Emulation TLBK462 BSB	2	\$ 525	\$ 1,050	\$ 210
TOTAL:			\$ 1,579	\$ 390

Services		
Description	Hours/Units	Extended Price
Municipal Justice Suite		
Data Conversion Services		\$ 11,000
Professional Services	96	\$ 13,920
Municipal Justice Project Management	1	\$ 1,400
Content Manager Suite		
Professional Services	40	\$ 5,800
Project Management	1	\$ 1,365
TOTAL:		\$ 33,485

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 17,722
Total Third Party Hardware, Software, Services	\$ 1,579	\$ 390
Total Tyler Services	\$ 33,485	
Summary Total	\$ 35,064	\$ 18,112

Comments

Tyler ERP Pro GL and AP Interface included to Municipal Justice. Defendant Self Check-in included. ERP Pro Cashiering is reflected on ERP Quote for MJ Court implementation. Content Manager includes Output Director.

Work will be delivered remotely unless otherwise noted in this agreement.

SaaS is considered a term of one year unless otherwise indicated.

Case Manager

Includes Cash Collections and Tyler University

Virtual Court

By signing this order, you acknowledge that the items listed here are hereby added to the agreement between you and us and subject to its terms. Your access or use of Virtual Court is subject to additional terms (the "VC Terms") found here: <https://www.tylertech.com/terms/virtual-court-terms-of-use>. Unless otherwise indicated, the VC Terms and any comments specific to Virtual Court herein take precedence over conflicting comments on this order.

Court Case Resolution Bundle

Court Case Resolution Bundle includes: Court Defendant Access, Court IVR and Notifications for Court. A fee is paid by the defendant for each transaction processed through Court Defendant Access or Court IVR: \$1.00 for payments under \$100, \$2.50 for payments over \$100, and \$3.50 for advanced online transactions. A \$0.20 fee is paid by the client for each violation for which a phone notification is attempted. Text message notifications are free of charge provided the client 1) enables the standard campaigns that include a link to Court Defendant Access, and 2) enables advanced online transactions that are currently available or defendants at the counter or by mail. This contract replaces existing Court Defendant Access annual fees.

Miscellaneous Payments

Miscellaneous Payments Component allows clients to setup payment forms for misc. payments with a fixed, calculated or open payment amount. The payments are sent from the website to the cash collection/Cashiering application and then posted to the GL application. NOTE: There is a per transaction fee associated with the Miscellaneous Payments that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.

Case Management Data Conversion

Court Case Management conversion includes Name Information (Address, phone, name notes), Vehicle Information, Officer Information, Offense Code Information, Case Information (violation date, comments, citation), Witness Information, Disposition Information



Exhibit A
Schedule 3: Enterprise Permitting & Licensing

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Quoted By:
Quote Expiration:
Quote Name:

Chuck Newberry
3/31/26
Tyler EPL SaaS

Sales Quotation For:

Town of Eagle
PO Box 609
Eagle CO 81631

Tyler SaaS

Description	Term	Monthly Fee	Users/Units	Annual Fee
Enterprise Permitting & Licensing Core Software				
Enterprise Permitting & Licensing User		\$ 192	15	\$ 34,500
Enterprise Permitting & Licensing Foundation		\$ 667	1	\$ 8,000
Business Management Suite		\$ 500	1	\$ 6,000
Community Development Suite		\$ 500	1	\$ 6,000
Enterprise Permitting & Licensing Extensions				
Enterprise Permitting & Licensing - Read Only User		\$ 29	85	\$ 29,580
eReviews		\$ 667	1	\$ 8,000
Decision Engine		\$ 417	1	\$ 5,000
Resident AI Assistant - Max 65,000 conversations per year		\$ 417	1	\$ 5,000
eReviews External Reviewers		\$ 333	1	\$ 4,000
SSRS Reporting Access - Per User		\$ 125	1	\$ 1,500

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Page 1

Enterprise Service Requests		\$ 95	1	\$ 1,144
	Sub-Total:			\$ 108,724
	<u>Less Discount</u>			<u>\$ 35,558</u>
	TOTAL	1.00		\$ 73,166

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Configuration Training	40	\$ 145	\$ 5,800	\$ 0
Data Conversion Services	100	\$ 170	\$ 17,000	\$ 0
Professional Implementation Services	500	\$ 145	\$ 72,500	\$ 0
Project Manager Services	120	\$ 145	\$ 17,400	\$ 0
Training Services	40	\$ 145	\$ 5,800	\$ 0
	Sub-Total:		\$ 118,500	
	<u>Less Discount:</u>		<u>\$ 8,500</u>	
	TOTAL:		\$ 110,000	\$ 0

Payments

	List Price	Service %	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Payer Card Cost - Service Fees									
Enterprise Permitting & Licensing Payments									
Business Management (Business License)		3.95%	\$ 2.50				X	X	
Business Management (Code Enforcement)		3.95%	\$ 2.50				X	X	
Community Development (Code Enforcement)		3.95%	\$ 2.50				X	X	
Community Development (Permitting)		3.95%	\$ 2.50				X	X	

Community Development (Planning)	3.95%	\$ 2.50	X	X
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Payments - Other Fees

Payer eCheck Cost	\$ 1.95
Credit Card Chargebacks	\$ 15.00
eCheck Rejects	\$ 5.00

Payer Card Cost Per card transaction with Visa, MasterCard, Discover, and American Express.

Payer eCheck Cost Per electronic check transaction.

eCheck Rejects When an eCheck Transaction comes back as declined (e.g bounced check)

Credit Card Chargebacks If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

Payments Your use of Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

Third-Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint /SaaS	Unit Maint/SaaS Discount	Total Maint / SaaS
Third Party							
Payments PCI Service Fee (Per Device)	1	\$ 0	\$ 0	\$ 0	\$ 180	\$ 0	\$ 180
Hardware							
Payments EMV Terminal Purchase	1	\$ 529	\$ 0	\$ 529	\$ 0	\$ 0	\$ 0
TOTAL				\$ 529			\$ 180

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 73,166
Total Services	\$ 110,000	\$ 0
Total Third-Party Hardware, Software, Services	\$ 529	\$ 180
Summary Total	\$ 110,529	\$ 73,346
Contract Total	\$ 183,875	
Estimated Travel Expenses	\$ 11,520	

Optional Tyler SaaS

Description	Term	Monthly Fee	Users/Unit	Annual Fee
Tyler Software				
My Civic (Citizen Engagement and Requests)		\$ 833	1	\$ 10,000
	TOTAL	1.00		\$ 10,000

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Tyler resources will establish connection and verify data exchange between My Civic and Enterprise Permitting & Licensing powered by EnerGov for code cases.

Enterprise Permitting & Licensing Foundation includes GIS for EPL Users, Core Foundation Bundle, Advanced Automation Bundle, Data & Reporting Access, Report Toolkit, EPL API Toolkit and 1 TB of Storage

Business Management Suite includes Civic Access for Business Management and Business Management Executive Insights

Community Development Suite includes Civic Access for Community Development and Community Development Executive Insights

Enterprise Permitting & Licensing User includes back-office and Workforce Mobile access

eReviews enables the electronic review and markup process of submitted plans and other documentation within the regulatory process. eReviews also requires third party software either from Avolve's DigEplan (which is sold by Tyler) or Bluebeam (sold separately through Bluebeam resellers) to be purchased.

Enterprise Service Requests is an application for citizens to report code complaints. Tyler resources will configure, train client personnel, and support go-live for 311 functionality utilized by Enterprise Permitting & Licensing.

Fees for year one of hardware maintenance will be invoiced as of the first day of the calendar month following the date the hardware is delivered and may be prorated to end coterminous with the Annual Support Maintenance term. Subsequent annual hardware maintenance fees shall be invoiced together with the Annual Support Maintenance term in accordance with the terms of the Agreement.

Your use of Resident AI Assistant and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/client-terms/resident-ai-assistant-software-as-a-service>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms.

Investment summary notes:

The client has purchased the standard pre-configured version of the Tyler software, which offers commonly used case types, work classes, and reporting tools. This configuration includes GIS-driven permitting, planning, and code functionality sold by departmental function and designed to reduce implementation time and effort.

It is the client's responsibility to provide and maintain the GIS services to be used by the Tyler Enterprise Permitting & Licensing applications. Tyler will provide guidelines to be followed for such services.

Tyler's implementation team is primarily responsible for the following tasks:

- Training EPL functionality in the contracted packages
- Training, best practice, and consultation in software configuration for the Civic Access application
- Establishing EPL and Civic Access connections to the client-published GIS map services and configuration of EPL's Live Link component
- Establishing connection and verifying data exchange between Executive Insights and EPL.
- System configuration and validation of core Enterprise Permitting & Licensing functionality including global settings and preliminary user roles
- System configuration of Payments for EPL and Civic Access or enablement of electronic payments based on client-supplied payment gateway information (as applicable, based on contract and client having secured an approved payment gateway)
- System configuration of Client-provided business functional requirements, including:
 - Fee schedule
 - Inspections
 - Reviews
 - Hearings and meetings

- Violations for Code Enforcement Cases
- Custom fields required for fee calculations
- Configuring Tyler's standard Dynamic Reports
- Occupational Taxes
- Non-GIS based Impact Fees
- System configuration and validation of the following Tyler-to-Tyler product integrations:
- Incode Financials

The client's subject matter experts (SMEs) should be made available at periods throughout the implementation as identified and agreed upon by the joint project team during the creation of the project plan to provide business requirements and perform validation in addition to time scheduled with the Tyler team.

The client's SMEs are primarily responsible for the following tasks:

- Delivery of Tyler requested documentation such as inspections, fee schedules, code violations, etc.
- Adaptation of client business processes to fit the provided solution
- Ongoing User and User Role configuration
- Validation of system configuration based on the supplied business functional requirements
- Validation of data conversion
- Civic Access customization and administration (allowed Case Types, Application instructions, Geo Rules, Themes, Headers, Menus, Security Settings, etc.)
- GL Account administration within Fee Structures

The implementation methodology will leverage the following pre-configured case types in Tyler's EPL database:

Building Permit Templates:

Building (Commercial)	Accessory Structure
Building (Commercial)	Addition
Building (Commercial)	Alteration, Remodel, Repair
Building (Commercial)	Concrete Work
Building (Commercial)	Demolition
Building (Commercial)	Fence
Building (Commercial)	Foundation Only
Building (Commercial)	New Construction
Building (Residential)	Accessory Structure
Building (Residential)	Addition
Building (Residential)	Alteration, Remodel, Repair

Building (Residential)	Concrete Work
Building (Residential)	Fence
Building (Residential)	Foundation Only
Building (Residential)	Manufactured Home
Building (Residential)	Modular Home
Building (Residential)	New Construction
Building (Residential)	Relocation
Certificate of Occupancy	Certificate of Occupancy
Certificate of Occupancy	Temporary Certificate of Occupancy
Clearing and Grading	Commercial
Clearing and Grading	Residential
Electrical (Commercial)	Alteration, Remodel, Repair
Electrical (Commercial)	New Construction
Electrical (Commercial)	Service Change
Electrical (Commercial)	Sign
Electrical (Commercial)	Temporary
Electrical (Residential)	Alteration, Remodel, Repair
Electrical (Residential)	New Construction
Electrical (Residential)	Service Change
Electrical (Residential)	Temporary
Mechanical (Commercial)	Alteration, Remodel, Repair
Mechanical (Commercial)	HVAC Changeout
Mechanical (Commercial)	New Construction
Mechanical (Residential)	Alteration, Remodel, Repair
Mechanical (Residential)	HVAC Changeout
Mechanical (Residential)	New Construction
Plumbing (Commercial)	Alteration, Remodel, Repair
Plumbing (Commercial)	New Construction
Plumbing (Commercial)	Pool
Plumbing (Commercial)	Water Heater
Plumbing (Residential)	Alteration, Remodel, Repair
Plumbing (Residential)	New Construction
Plumbing (Residential)	Pool
Plumbing (Residential)	Water Heater
Pool (Commercial)	Above Ground
Pool (Commercial)	In Ground
Pool (Residential)	Above Ground
Pool (Residential)	In Ground

Planning Application Case Types:

Abandonment Easement

Abandonment Right of Way

Annexation Annexation

Annexation Deannexation

Appeal Board of Administrative Review

Appeal Board of Zoning Appeals

Appeal Council

Appeal Planning Commission

Business License Review Business License Review

CEQA CEQA

Home Occupation Home Occupation

Land Use Conditional Use

Land Use Special Use

Land Use Temporary Use

Lot Line Adjustment Lot Line Adjustment

Planned Unit Development Final PUD

Planned Unit Development Preliminary PUD

Pre-Application Review Pre-Application Review

Professional License Review Professional License Review

Rezone Map Amendment

Rezone Text Amendment

Rezone Text/Map Amendment

Standard Building Plan Standard Building Plan

Subdivision Plat Final Plat

Subdivision Plat Preliminary Plat

Variance Major Variance

Variance Minor Variance

Zoning Confirmation Zoning Confirmation

Code Enforcement Case Types

Code Enforcement Accessibility

Code Enforcement Animals

Code Enforcement Building

Code Enforcement Fire

Code Enforcement Health and Sanitation

Code Enforcement Property Maintenance

Code Enforcement	Stormwater
Code Enforcement	Vegetation
Code Enforcement	Zoning

Permissible modifications to Tyler's Pre-configured Case Types during implementation include:

Building Permit Case Types addition or modification of:

- Reviewers for submitted plan sets and applications
- Inspection Types

Planning Applications Case Types addition or modification of:

- Hearing names
- Meeting names
- Reviews of Staff Reports or similar items
- Notices

Code Enforcement Case Types addition or modification of:

- Violations
- Hearing names
- Meeting names

For all the pre-configured case types listed above, Tyler will ensure that fees are appropriately configured. Please note that pre-configured case types will share workflow templates and custom field layout templates, and it will be at the discretion of Tyler to determine whether the template will need to be revised or modified further than what is listed above. Any case types that are not included in the list above would be considered out of scope and would require the client to go through Tyler's change control process.

Legacy Conversion - The Client will provide Tyler with 1 legacy data source containing the legacy system's Permitting, Planning, Inspection, and Code enforcement data. Tyler will use the legacy data to populate the Data Conversion Template database in preparation for building the conversion utility. Once the Data Conversion Template database has been populated, Tyler will produce the mapping document to provide to the Client to match their Legacy Data to new Licensing fields due to Licensing Renewal Policies. Tyler will also produce the mapping document to match the client's Legacy Data to the standard pre-configured Legacy Case type per module [Permitting, Planning, and Code Enforcement]. The client-approved mapping document will be used within the standard conversion utility. There will be a total of 1 conversion pass, one mock go-live conversion pass, and one go-live conversion pass as a scope to this implementation. Any changes in the type of conversion or additions to the data sources will require a change order.

The client will select from Tyler's library of standard Automation Events and Geo-rules to be enabled for production.

Automation Events are defined by:

Intelligent Objects (IO) – key component for automatically and reactively triggering the generating of emails, alerts, and other notifications.

Intelligent Automation Agent (IAA) – a tool designed to automate a task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a windows services sweeps the EPL system looking for IAA conditions that have been met, and the associated actions are then performed. The IAA does not generate alerts or errors.

Geo Rules are defined by:

An automation event that is triggered by a condition configured around the source ESRI geodatabase.

Civic Access is the online portal for the client's citizens. Tyler will ensure the online portal is operating and is connected to GIS, complete the payment portal configuration, and provide Civic Access configuration training. The client is responsible for the configuration of making applications available online as well as any other components that fall outside of what was mentioned prior.

Enterprise Service Requests (ESR): ESR is an application that allows citizens to report public works requests or code complaints. Tyler will configure and train client personnel and support the go-live for ESR functionality used by EPL. The client is responsible for providing and maintaining the GIS services required by ESR.

Report Development

There are no custom reports in the scope of this implementation. The client will have access to Tyler's standard reports, and reporting tools within the application for the applicable modules. Should the client request to include this into the scope of the project at a future point, it will need to go through Tyler's standard change control process.

Trainings included as a part of this implementation are:

Solutions Orientation Training:

- Introductory training course built for the needs of each of our clients. This training is designed to achieve the following objectives:
- Learn general terminology
- Experience the basic functionality of the software
- Discover some of the software capabilities available for the pre-configured case types
- Improve communication between Tyler and the client through software knowledge

Solution Validation:

- A critical part of the implementation process. It allows municipality employees to log in to Enterprise Permitting & Licensing and verify that the configuration is correct. During the training, students learn about end-user functionality in each module to ensure they are comfortable with the subject matter before testing. Instructors teach students how to test, not about business processes. Users learn how to test the applications to get accurate results. The class is taught in the client's testing environment. The objectives are to ensure that each user:

- o Experiences basic functionality of the suite
- o Examines how to read the Solution Validation Training guides
- o Understands how to test the applications

End User Training:

- o The last component of the Implementation process before the client goes live. This training involves covering every module the client will be using and involves any staff/others that will be utilizing the Enterprise System. The Tyler team will teach the end user functionality of the modules, to ensure that all users are comfortable with the subject matter. During this training, the Tyler team does not teach business processes, we do require a SME (Subject Matter Expert) to be involved in every aspect of the training to ensure that business process questions are answered accurately. After End User Training, it is recommended to include training for staff/others on their business process on a continuous basis performed by the client SMEs.

Optional Training to be conducted post go-live:

- Configuration Training: During this training, the trainer will teach configuration functionality that will allow the client to maintain and mature the product as they grow to learn more while in production. We want to ensure the client has a resource ready to assist in the administrative process post-live. This training is designed to achieve the following objectives:
- Learn general terminology
- Experience the basic functionality of the software
- Understand best practices for configuration standards

Project Delays and Change Control: Any delays in the client's completion, review, or acceptance of deliverables that extend the project timeline will be subject to the change control process. This may result in additional costs, including, but not limited to, extra service hours for project management, consulting, and conversion development.

Cancellation Policy: If the client cancels services with less than two (2) weeks' notice, the client will be liable to Tyler for (i) all non-refundable expenses incurred on the client's behalf and (ii) daily fees for the canceled services if Tyler is unable to reassign its personnel.

Implementation Service Hours: Implementation service hours are scheduled and provided in increments of four (4) or eight (8) hours.

Public Administration Security Console (PASC): PASC is a tool that allows Support staff to access client environments using specified Tyler-owned accounts with rolling passwords.

Client Responsibility for GIS Services: The client is responsible for providing and maintaining the GIS services required by Enterprise Permitting & Licensing in compliance with Tyler's GIS deployment guidelines.

*Tyler's AI Resident Agent may be subjected to usage charges depending on volume processing.



Exhibit B

Invoicing and Payment Terms

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Annual Services.

- 1.1. Year 1 SaaS fees and annual services fees set forth in Schedule 3 of Exhibit A are invoiced on an annual basis, beginning on the commencement of the initial term set forth in Section E(1.1) of this Agreement, unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your annual fees for that initial term are set forth in Schedule 3 of Exhibit A. Upon expiration of the initial term, your annual SaaS fees and annual service fees will be at our then current rates. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
- 1.2. Year 1 SaaS fees and annual services fees set forth in Schedules 1 and 2 of Exhibit A are invoiced on an annual basis, beginning on the commencement of the initial term set forth in Section E(1.2) of this Agreement, unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your annual fees for that initial term are set forth in Schedules 1 and 2 of Exhibit A. Upon expiration of the initial term, your annual SaaS fees and annual service fees will be at our then current rates. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Tyler Services.

- 2.1. *Professional Services* *Generally:* Unless otherwise indicated below, fees for Tyler services are invoiced as delivered.
- 2.2. *Consulting Services:* Fixed fee Consulting Services will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module.
- 2.3. *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
- 2.4. *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced (i) 50% upon delivery of specifications and (ii) 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
- 2.5. *Other Fixed Price Services:* Other fixed price services are invoiced as delivered. For the

avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning. Strategic Program Management Services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of program planning.

3. Hardware & Third-Party Products.

- 3.1. *Hardware*: Hardware costs, if any, are invoiced upon delivery.
- 3.2. *Hardware Maintenance*: The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.3. *Third-Party Services*: Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 3.4. *Third Party Software*. License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.
- 3.5. *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.6. *Third-Party SaaS Services*. Third-Party SaaS Services fees, if any, are invoiced on an annual basis, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Unless express stated otherwise, pricing for subsequent years will be at then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a monthly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit D

Third-Party Terms

Third Party Verification Services Terms. Third Party Verification Services will be provided pursuant to the Equifax Verification Terms of Service, and Client will comply with such terms and obligations of furnishers under the FCRA, in each case, found at <https://www.tylertech.com/client-terms/equifax-verification-terms-of-service>.

Cornerstone OnDemand Terms. Your use of Cornerstone OnDemand software and services is subject to terms found here: <https://s3.us-east-1.amazonaws.com/sumtotalsystems.com/prod/images/cornerstone-terms-of-use.pdf>. By signing a Tyler Agreement or Order Form including Cornerstone software or services, or accessing, installing, or using Cornerstone software or services, you agree that you have read, understood, and agree to such terms. In addition, implementation of Cornerstone software and services may require inclusion of a Cornerstone Statement of Work

DebtBook. Your use of DebtBook software and services is subject to the terms found here: [DebtBook End User License Agreement | Tyler Technologies](#). By signing a Tyler Agreement or Order Form, or accessing, installing, or using DebtBook software or services, you agree that you have read, understood, and agree to such terms.

DigEplan Pro. Your use of DigEplan is subject to the LCT Software LLC Subscription Terms & Conditions found here: <https://www.tylertech.com/client-terms/lct-software-llc-an-avolve-company-subscription-terms-conditions>. By signing a Tyler Agreement or Order Form including DigEplan, or accessing, installing, or using DigEplan, you agree that you have read, understood, and agree to such terms.

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Emphasys Terms. Your use of SymPro software and services is governed by terms available here: <https://tylertech.com/portals/0/terms/Emphasys-Software-Agreement/Emphasys-Software-Agreement.pdf>. By signing a Tyler Agreement or Order Form containing such software or services, or accessing, installing, or using SymPro software or services, you agree that you have read, understood, and agree to such terms.

Envisio Terms. Your use of Envisio software and services is subject to the terms found here: <https://www.tylertech.com/client-terms/envisio-solutions-inc-end-user-license-agreement>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Envisio software or services, you agree that you have read, understood, and agree to such terms.

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the



terms found here: <https://www.tylertech.com/terms/fire-prevention-mobile-third-party-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Koa Hills Terms. Your use of Koa Hills SaaS is governed by terms available here: <https://www.tylertech.com/Portals/0/Terms/Koa-Hills-Software-as-a-Service-Agreement.pdf>. By signing a Tyler Agreement or Order Form containing Koa Hills SaaS, or accessing, installing, or using Koa Hills SaaS, you agree that you have read, understood, and agree to such terms.

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: <https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

Polco Terms. Your use of Polco software and services is subject to the terms found here: <https://www.tylertech.com/client-terms/polco-end-user-license-agreement>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Polco software or services, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

TrueRoll Terms. Your use of TrueRoll software and services is subject to terms found here: <https://www.tylertech.com/portals/0/terms/TrueRoll-Software-Services-Agreement.pdf>. By signing a Tyler Agreement or Order Form including TrueRoll software or services, or accessing, installing, or using TrueRoll software or services, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third-Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand, and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court



Exhibit E
Statement of Work

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Town of Eagle

SOW from Tyler Technologies, Inc.

2/2/2026

Presented to:
Kevin Aoki
200 Broadway
Eagle, CO 81631

Contact:
Chuck Newberry
Email: Chuck.Newberry@TylerTech.com
2530 Sever Road NW, Lawrenceville, GA 30043

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the Town of Eagle (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

1.3 Methodology

This is accomplished by the Town of Eagle and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Town of Eagle’s complexity and organizational needs.



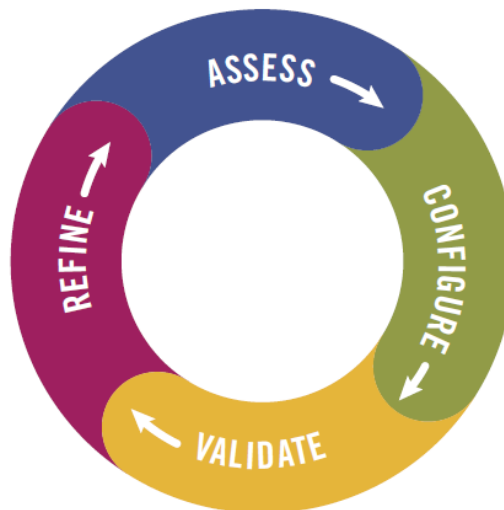
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the Town of Eagle and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the Town of Eagle and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the Town of Eagle's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



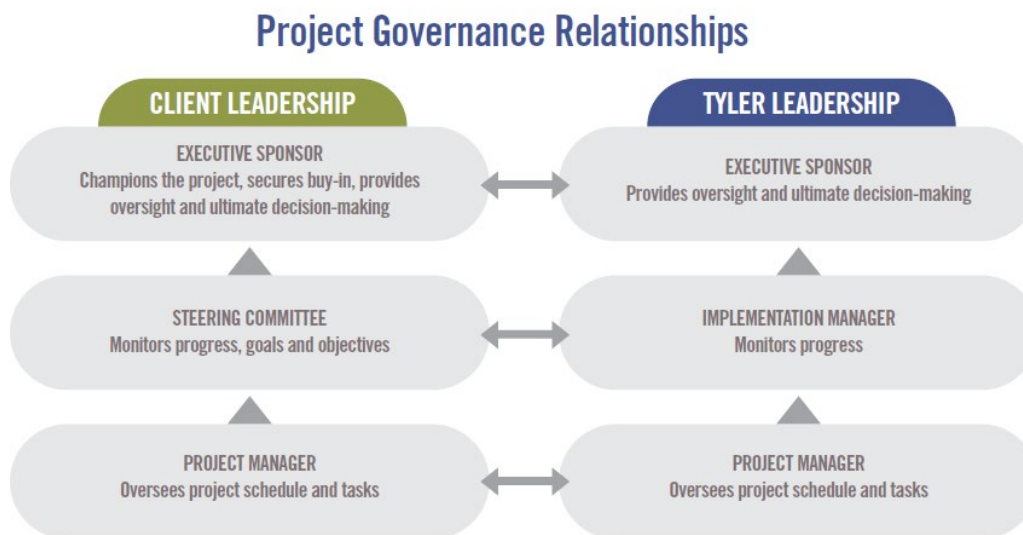
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

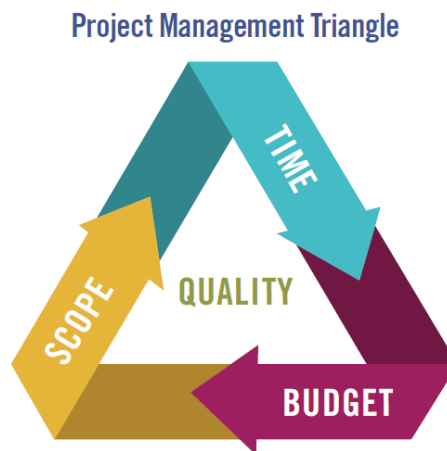
The chart below illustrates an overall team perspective where Tyler and the Town of Eagle collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Town of Eagle Steering Committee become the escalation points to triage responses prior to escalation to the Town of Eagle and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Town of Eagle and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

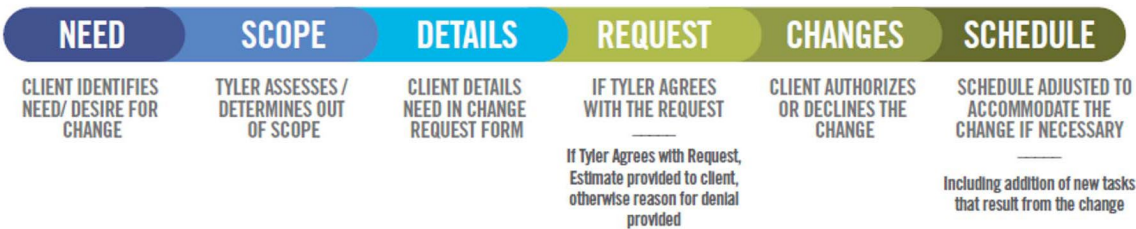
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the Town of Eagle; for example, the Town of Eagle may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the Town of Eagle, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The Town of Eagle will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the Town of Eagle). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Town of Eagle office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Town of Eagle will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining Town of Eagle feedback and approval on Project deliverables will be critical to the success of the Project. The Town of Eagle project manager will strive to gain deliverable and decision approvals from all authorized Town of Eagle representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Town of Eagle department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Town of Eagle shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Town of Eagle does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Town of Eagle does not agree the Deliverable or Control Point meets requirements, the Town of Eagle shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Town of Eagle shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Town of Eagle does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the Town of Eagle and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the Town of Eagle, but are roles defined within the Project. It is common for individual resources on both the Tyler and Town of Eagle project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Town of Eagle 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the Town of Eagle 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Town of Eagle management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the Town of Eagle, the Tyler Project Manager provides regular updates to the Town of Eagle Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the Town of Eagle project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.



- Collaborates with the Town of Eagle project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the Town of Eagle and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the Town of Eagle any items that may impact the outcomes of the Project.
- Collaborates with the Town of Eagle 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the Town of Eagle 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the Town of Eagle and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the Town of Eagle through software validation process following configuration.
- Assists during Go-Live process and provides support until the Town of Eagle transitions to Client Services.
- Facilitates training sessions and discussions with the Town of Eagle and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).



- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the Town of Eagle.
- Loads Town of Eagle provided GIS data into the system.

5.2 Town of Eagle Roles & Responsibilities

Town of Eagle resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Town of Eagle Executive Sponsor

The Town of Eagle executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Town of Eagle steering committee, project manager(s), and functional leads to make critical business decisions for the Town of Eagle.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 Town of Eagle Steering Committee

The Town of Eagle steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Town of Eagle project manager and Project through participation in regular internal meetings. The Town of Eagle steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Town of Eagle steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - Town of Eagle Policies
 - Needs of other client projects



5.2.3 Town of Eagle Project Manager

The Town of Eagle shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The Town of Eagle Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the Town of Eagle project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The Town of Eagle project manager(s) are responsible for reporting to the Town of Eagle steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the Town of Eagle project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the Town of Eagle and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the Town of Eagle staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Town of Eagle resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.



- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Town of Eagle technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Town of Eagle Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the Town of Eagle project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of Town of Eagle resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 Town of Eagle Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the Town of Eagle business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.



- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the Town of Eagle staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 Town of Eagle End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 Town of Eagle Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Town of Eagle third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the Town of Eagle's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 Town of Eagle GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of Town of Eagle GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

5.2.7.2 Town of Eagle Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Town of Eagle's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.



- Coordinates software upgrade plan activities with Town of Eagle and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Town of Eagle Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the Town of Eagle.

Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 Infrastructure Planning	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Stakeholder Meeting	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 GIS Planning*	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “This work package is not applicable” in Section 6 of the Statement of Work.*



6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the Town of Eagle with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the Town of Eagle gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Town of Eagle's team. During this step, Tyler will work with the Town of Eagle to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Town of Eagle project team.

STAGE 1	Initial Coordination																
	Tyler								Town of Eagle								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Town of Eagle project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the Town of Eagle		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						



Create Project Portal to store project artifacts and facilitate communication		A	R								I						
---	--	---	---	--	--	--	--	--	--	--	---	--	--	--	--	--	--

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the Town of Eagle to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Town of Eagle Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the Town of Eagle’s Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Town of Eagle Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the Town of Eagle with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning	
	Tyler	Town of Eagle

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Town of Eagle provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- Town of Eagle has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. . The Town of Eagle is responsible for the installation, setup and maintenance of all peripheral devices.

Objectives:

- Ensure the Town of Eagle's infrastructure meets Tyler's application requirements.
- Ensure the Town of Eagle's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning	
	Tyler	Town of Eagle



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Initial Infrastructure Communication		A	R		C		C				C						C
Schedule Environment Availability		A	R				C				I						

Inputs	Initial Infrastructure Requirements
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Town of Eagle Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Town of Eagle team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								Town of Eagle								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				



Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I
--	---	---	---	---	---	--	--	--	---	---	---	---	---	---	---	---	---

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 GIS Planning

GIS data is a core part of many Tyler applications. Other Town of Eagle offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all Town of Eagle GIS data sources and formats.
- Tyler to understand the Town of Eagle's GIS needs and practices.
- Ensure the Town of Eagle's GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation																
	Tyler								Town of Eagle								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Initial GIS Planning Meeting		A	R				C				C						C
Determine all GIS Data Sources			I				I		A		R						C
Provide Source GIS Data			I				I		A		R						C
Review GIS Data and Provide Feedback		A	R				C				I						C

Inputs	GIS Requirements Document
--------	---------------------------



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- Town of Eagle is responsible for maintaining the GIS data.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the Town of Eagle
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Town of Eagle business processes. This information will be used to identify and define business processes utilized with Tyler software. The Town of Eagle collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Town of Eagle team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Town of Eagle team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.



Objectives:

- Provide a basic understanding of system functionality.
- Prepare the Town of Eagle for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								Town of Eagle								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The Town of Eagle and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Town of Eagle will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the Town of Eagle's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.



STAGE 2	Current & Future State Analysis																
	Tyler								Town of Eagle								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Town of Eagle current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- Town of Eagle attendees possess sufficient knowledge and authority to make future state decisions.
- The Town of Eagle is responsible for any documentation of current state business processes.
- The Town of Eagle can effectively communicate current state processes.

6.2.3 This work package is not applicable.

6.2.4 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:



- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								Town of Eagle								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Town of Eagle Source data
	Town of Eagle Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Town of Eagle Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the Town of Eagle representatives to identify business rules before writing the conversion.
- Town of Eagle subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.5 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:



- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.

Assess & Define Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the Town of Eagle against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The Town of Eagle can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler								Town of Eagle								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software for Included Environments			A				R				I						C
Install Licensed Software on Town			I				C				A						R



of Eagle Devices (if applicable)																	
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Town of Eagle Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The Town of Eagle will provide network access for Tyler modules, printers, and Internet access to all applicable Town of Eagle and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the Town of Eagle to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The Town of Eagle collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the Town of Eagle Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								Town of Eagle								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			



Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Town of Eagle configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R				C			I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The Town of Eagle is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the Town of Eagle users on how to execute processes in the system to prepare them for the validation of the software. The Town of Eagle collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the Town of Eagle understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								Town of Eagle								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads



Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Town of Eagle Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update Town of Eagle-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed Town of Eagle-specific process documentation (completed by Town of Eagle)	

Work package assumptions:

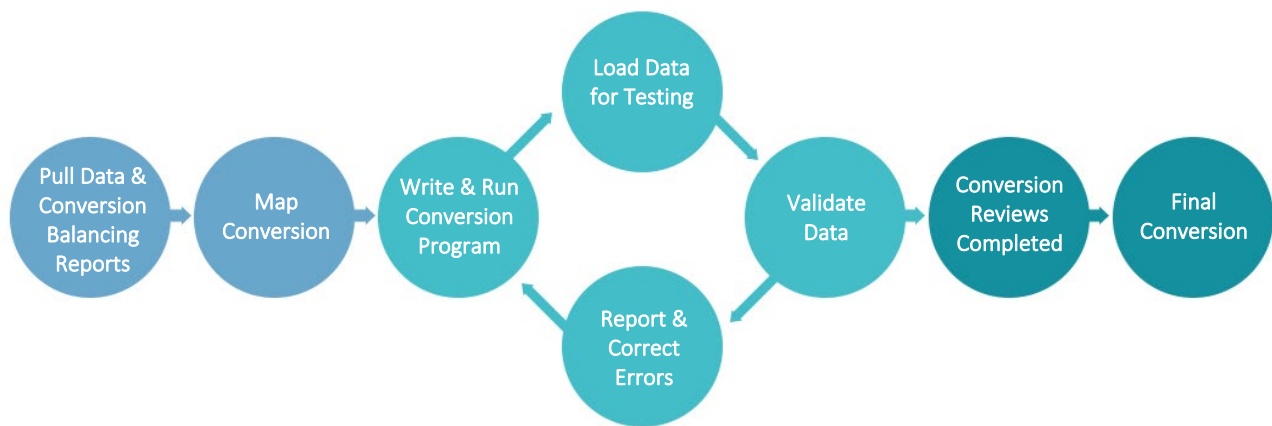
- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the Town of Eagle's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Town of Eagle will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Town of Eagle to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.





Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								Town of Eagle								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C



Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The Town of Eagle will provide a single file layout per source system as identified in the investment summary.
- The Town of Eagle subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The Town of Eagle project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 This work package is not applicable.

6.3.6 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the Town of Eagle team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the Town of Eagle to review the status of the project and the organizations readiness for go-live.



6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the Town of Eagle verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the Town of Eagle organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								Town of Eagle								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Town of Eagle updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.



6.4.2 Go-Live Readiness

Tyler and the Town of Eagle will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the Town of Eagle has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the Town of Eagle will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								Town of Eagle								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the Town of Eagle

Work package assumptions:



- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. Town of Eagle users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop Town of Eagle specific business process documentation. Town of Eagle-led training labs using Town of Eagle specific business process documentation if created by the Town of Eagle can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The Town of Eagle is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Town of Eagle								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Town of Eagle-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan																
	List of End Users and their Roles / Job Duties																
	Configured Tyler System																

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables																
	End User Training																
	Town of Eagle signoff that training was delivered																

Work package assumptions:



- The Town of Eagle project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the Town of Eagle as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Town of Eagle departments.
- The Town of Eagle will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the Town of Eagle will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the Town of Eagle to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the Town of Eagle and Tyler will complete work assigned to prepare for Go-Live.

The Town of Eagle provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the Town of Eagle manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the Town of Eagle during Go-Live activities. The Town of Eagle transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.



- Town of Eagle data available in Production environment.

STAGE 5	Go-Live																
	Tyler								Town of Eagle								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Town of Eagle confirms data is available in production environment

Work package assumptions:

- The Town of Eagle will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Town of Eagle business processes required for Go-Live are fully documented and tested.
- The Town of Eagle Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Town of Eagle Project Team and Power User's provide business process context to the end users during Go-Live.



6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the Town of Eagle onto the Tyler Client Services team, who provides the Town of Eagle with assistance following Go-Live, officially transitioning the Town of Eagle to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the Town of Eagle teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								Town of Eagle								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer Town of Eagle to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:



- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								Town of Eagle								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.



6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The Town of Eagle transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the Town of Eagle for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the Town of Eagle teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								Town of Eagle								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Town of Eagle
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the Town of Eagle may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the Town of Eagle teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Town of Eagle								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Town of Eagle and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
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	Post Project Report	Town of Eagle acceptance; Completed report indicating all project Deliverables and milestones have been completed
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Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the Town of Eagle will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Town of Eagle Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Town of Eagle project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the Town of Eagle is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the Town of Eagle to make process changes.



- The Town of Eagle is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Town of Eagle is responsible for managing Organizational Change. Impacted Town of Eagle resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted Town of Eagle resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- Town of Eagle resources will participate in scheduled activities as assigned in the Project Schedule.
- The Town of Eagle team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the Town of Eagle will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The Town of Eagle will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The Town of Eagle makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The Town of Eagle will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The Town of Eagle will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The Town of Eagle is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the Town of Eagle representatives to identify business rules before writing the conversion. The Town of Eagle must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.



- The Town of Eagle will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Town of Eagle Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The Town of Eagle is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The Town of Eagle will provide dedicated space for Tyler staff to work with Town of Eagle resources for both on-site and remote sessions. If Phases overlap, Town of Eagle will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The Town of Eagle will provide staff with a location to practice what they have learned without distraction.



8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.



Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



Part 4: Appendices

9. Conversion



10. Additional Appendices

10.1 This work package is not applicable.

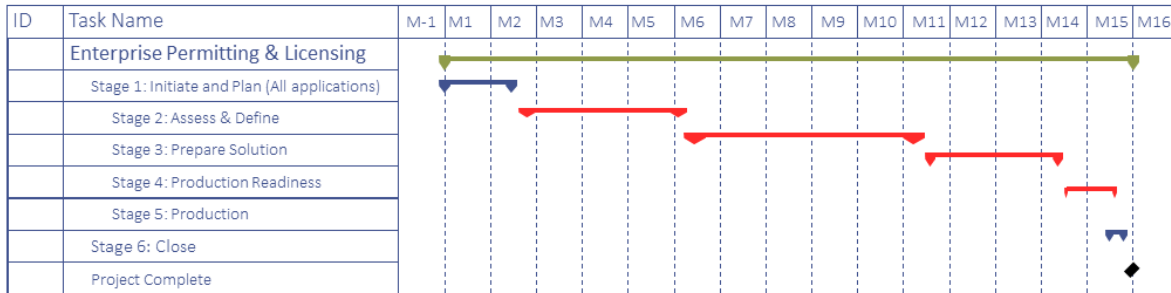


11. Project Timeline

11.1 Enterprise Permitting & Licensing 16 Month Timeline



Implementation Schedule: Enterprise Permitting & Licensing

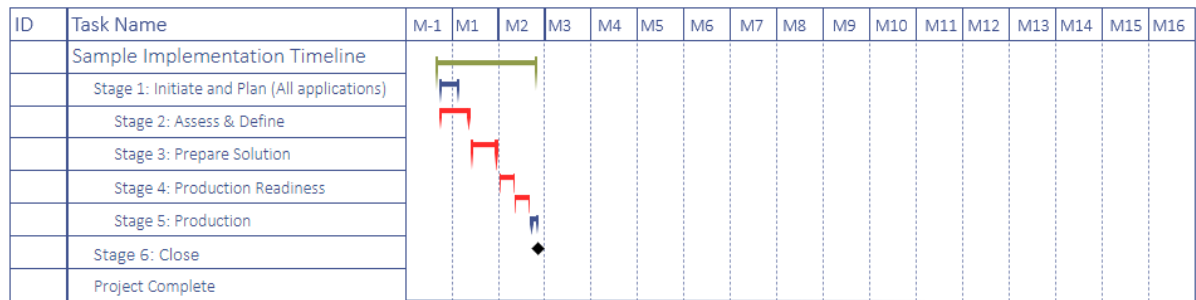


example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.



11.2 My Civic Timeline



example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.





To: Mayor and Town Council
From: Melissa Daruna, Interim Town Manager
Date: June 9, 2026
Re: Town Manager Report

Administration and Organization Updates

Over the last couple of weeks, my activities were focused on governance and Town Council support, development review and planning, team support and some regional coordination. A significant amount of time was spent working with staff to refine upcoming Council and work session agenda items, particularly around the Strategic Plan and other business items. I also coordinated with staff on upcoming work session topics to ensure we are well-positioned for productive Council discussions.

I continued regular one-on-one meetings with key staff, including Administration and Finance, as well as broader check-ins with the leadership team. On the operational side, I spent time ensuring completion of payroll-related items, including staff timecard approvals, and providing added support while our HR manager was on vacation leave.

I remained actively involved in several development projects and planning efforts, including participation in the Haymeadow preliminary plan presentation and internal discussions and the RMR DSIA preparation as it relates to conditions of approval and irrigation requirements. Our new staff and the team are settling in well and I am grateful for Jessica and Dan jumping right in to the work and supporting an environment of collaborative problem solving. Overall, these efforts reflect continued coordination across staff, departments, applicants, and consultants to move projects forward.

Finally, I would like to give a **big shoutout and “thank you” to our Sustainability Specialist, Kira Koppel**, for her work and coordination on a federal tax credit program related to the solar array at the water and wastewater treatment plan. Kira’s creative problem-solving, connectivity in the sustainability world and dedication to the Town’s goals resulted in a cash reimbursement of over \$900,000 on the project, roughly 1/3 of the project cost. Kira provides greater detail on this initiative in the Department Report. Great work Kira!

Strategic Planning

I continued working with staff on the Strategic Plan, including refining timelines, expectations, and overall alignment with Council direction. The final draft is before you tonight for consideration for adoption. Should additional edits be desired, we can incorporate them and bring the plan back for adoption on June 23rd as well.

We also discussed opportunities to communicate key elements of the plan more broadly with community stakeholders. We look forward to formally launching the plan later this month and into July.

Special Projects

Eagle River Park Coalition

Councilwoman McCrackin and I met with members of the coalition and their contract grant writer to discuss roles and expectations as well as some upcoming grant deadlines. We strategized the most appealing grant opportunities

for planning, including funding options through GOCO and the Colorado Water Conservation Board. Next steps include a joint meeting with our new GOCO Regional Grant Officer to explore funding potential as well as preparing any letters of support or matching fund allocations for Council review and approval.

Community Engagement – Showdown Town Booth

Summer is here and our beloved Thursday night concerts in the park are slated to begin in July. In previous years the Town Manager, Mayor and other Council members have hosted the Town of Eagle booth to provide community information and opportunities to connect with residents. I would appreciate participation from the Council at this year’s events as well. This will be a great opportunity to continue education on the Strategic Plan and to kick start inspiration for the civic branding initiative. More details to come. [You sign up for specific dates here.](#)

Active Land Use Applications - [Active Land Use Applications | Town of Eagle, CO - Official Website](#)

Work Sessions

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

Please note: We have changed some meetings in June, July and August to accommodate the launch of the strategic plan.

WORK SESSIONS in 2026:

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



To: Mayor and Town Council
From: Melissa Daruna, Town Manager, and Department Leads
Date: June 9, 2026
Re: Department Updates for May 2026

ASSISTANT TOWN MANAGER

May 2026

Please refer to Town Manager Report

ECONOMIC DEVELOPMENT

May 2026

- **2024-2025 Downtown Eagle Project Investment Program:** Staff are closing out the Rural Economic Development Initiative (REDI) grant. Our contract with the DOLA ends on June 30. This initiative infused Downtown Eagle with \$100,000 in grants ranging from \$1,350 to \$10,000. Leveraging the DDA's property tax increment, the program supported the opening, expansion and site improvements for 16 businesses.
- **Spend a Day in Grand Junction:** Staff spent a day with Grand Junction DDA Executive Director, Brandon Stam. This behind-the-curtain tour of their DDA's history, successes, partnerships, aspirations, and struggles was invaluable. Some R&D (Research & Duplicate) inspiration below:
 - [GJ Union Depot Rehabilitation and Adaptive Re-use](#)
 - [Our Lady of Perpetual Motion](#)
 - [Downtown GJ Gift Card Program](#)
- **Placemaking on Broadway:** With the increased traffic downtown, the DDA helped fund a series of overhanging banners to promote what makes Eagle awesome (summer events, retail, restaurants, outdoor rec). They are also investing in a second painted sitting bear, coming soon!
- **Broadband for Eagle Businesses:** Staff (IT, Town Clerk, Economic Development, Town Manager) are collaborating on incentive options aimed at increasing business subscriptions. Additional details on rollout forthcoming.
- **NEW! Community Visitation Snapshot:** If you missed this in the June *Eagle Today*, [check it out here](#). Designed to be quick reads, the snapshots offer historic data to help our business community forecast and prepare for changes in visitor trends. Look for these monthly.

HOUSING

May 2026

- **Transition Planning with The Valley Home Store:** Staff and TVHS have finalized the redline changes to the existing IGA. Once fully executed by the Town and Eagle County, this IGA will be in place through the remainder of 2026. The arrangement prioritizes transfer of all historic LERP homeowner data to the Town, administrative training, and continuing to facilitate transfers through the end of the year. In conjunction with Tyler Tech implementation, staff will begin planning how unit transfers (real estate transactions) will be managed.

SUSTAINABILITY

May 2026

- **Building Electrification Project** – Contractors will be at Town facilities for a few weeks starting on June 15th, working to improve the building envelopes (door sweeps, air sealing, caulking, etc.).
- **Phase 3 with ESG** – You will see a business item tonight to consider the next phase of our work with ESG, focused on water meter replacements, battery energy storage, and distributed solar. This work helps us update our infrastructure while also working to reduce ongoing utility bills.
- **IRS elective/direct pay credit received** – The Town received a \$940,333.11 check for our elective/direct pay credit from our solar array project at the Lower Basin Water Treatment Plant and Wastewater Treatment Plant. This returned 32% of the total project cost.
- **Sustainability Grant Funding** – Multiple applicants have been awarded funding, and the Sustainability Advisory Committee (SAC) is in conversations with the final applicant for potential funding.
 - Eagle Valley Elementary School Garden Project - \$2,075
 - Eagle Valley Elementary School Recycling Project - \$6,000
 - Walking Mountains Energy Efficiency & Electrification Rebates - \$20,000
 - The fourth application's status is pending further SAC discussion and determination.

As a reminder, the Town contributed \$15,000 to this year's Community Sustainability Funding via our contribution to the Palmer Fund, and the Palmer Fund contributed the other \$19,000. All contracting will occur through the Palmer Fund to improve the applicant process and simplicity of the program.

- **Bike to Work Day** – The Town is hosting 2 Bike to Work Day stations on June 24th from 7-9 am, one outside Color Coffee and one outside of Town Hall. We will have breakfast snacks and coffee, as well as participation from Seagull's Cycles and Mountain Pedaler.
- Sustainability staff supported the **May Cleanup & Hard2Recycle event**. The compost station was especially popular with great interest and positive feedback from residents.

SPECIAL EVENTS

May 2026

- Town produced events for May: Cleanup & Hard2Recycle Event
- Town liaison for May events: Community Pride Highway Cleanup, Boneyard Boogie, 2nd Friday Gallery Night, Vail Valley RIDE, The Cycle Effect Brews & BBQ, BCES Biathlon, BMX State Race, Topsoccer
- Special Event Permit Applications received: Eagle River Park Coalition Beer & Surf, Eagle Mushroom & Wild Food Festival
- Movers & Shakers (June 1) included the Strategic Plan, Wayfinding Project, Flight Days, Creative Placemaker, Eagle River Tubing Company.
- Partnering with Vail Daily/Down Valley Low Down on community summer events calendar
- Met with Tim Jones, Executive Director for Longer Tables. Our Community Table will be promoted with 150 Tables Across Colorado.
- Site visit with the CO High School Cycling League. They are requesting a small addition to the Haymaker High School Racecourse to include easy access for middle schoolers.
- Implemented the Creative Placemaker Project, which features a fiberglass sitting bear. The installation is conceived as a placemaking anchor to help draw visitation, a sculpture that generates curiosity, and a reason for people to linger, take photos. Dimensions (38" H x 42" W x 43" D).
- Downtown Development Authority (DDA) is supporting the Creative Placemaker Project by sponsoring a sitting bear.
- Life jackets are available to use at the Eagle River Park PFD loaner station, special thanks to Vail Health.
- Eagle River Tubing Company begins service on June 12, open daily, 11am-5pm. Outfit also received approval from the County to run a shuttle from the fun lot. Visit [Eaglerivertubing.com](https://www.eaglerivertubing.com)

- Flight Days, June 26 & 27! Registration is LIVE for the Splash of Color Fun Run, Parade on Broadway, and Pet Contest. For a complete schedule, check out Eagleoutside.com/flightdays

COMMUNICATIONS

May 2026

Facebook Analytics:

- Total Followers: 4,919
- May Views (Number of times our content was played or displayed): 135,666
- Highest Engagement:
 - Tom G Video about the source of Eagle's water - 18,381 views
 - Capitol Street Improvements – 10,414 views
 - Hard 2 Recycle Event – 7,865 views
- Created videos created for Community Pride Highway Cleanup, two Council meeting invitation videos, history of Brush Creek Watershed Management Plan, Hard2Recycle event, Nat'l Public Works Week, EC Alerts with Director of Emergency Management, and the source of Eagle's water (Total Watch Time: 6d 15h)

HWY 6 Digital Sign: Creation of Graphics + Scheduling for 15 Messages

News Flash Updates: Stage 2 Water Restrictions Remain in Effect, Restroom Repairs at Town Park, Community Slash Removal/Chipping Program, Capitol Street Improvements (weekly updates), D.I.R.T. Crew, 6th Safest City in Colorado, Business Advancement Program Winners, Cops & Bobbers, Hard2Recycle Event, Bike/Walk to School Day

INNOVATION TECHNOLOGY

May 2026

Broadband update:

- 41 business/government subscribers, 135 residential subscribers, 4 new signups in May
- Broadband services billed last month: \$16,646.85.
- Transition to new NOC (Network Operation Center) should be finalized next month.

Technical Operations:

Training:

Staff attended the April 2026 Tyler Technologies conference to gain firsthand insight into new public-sector technology innovations, best practices, and product enhancements that could improve our organization's efficiency and service delivery.

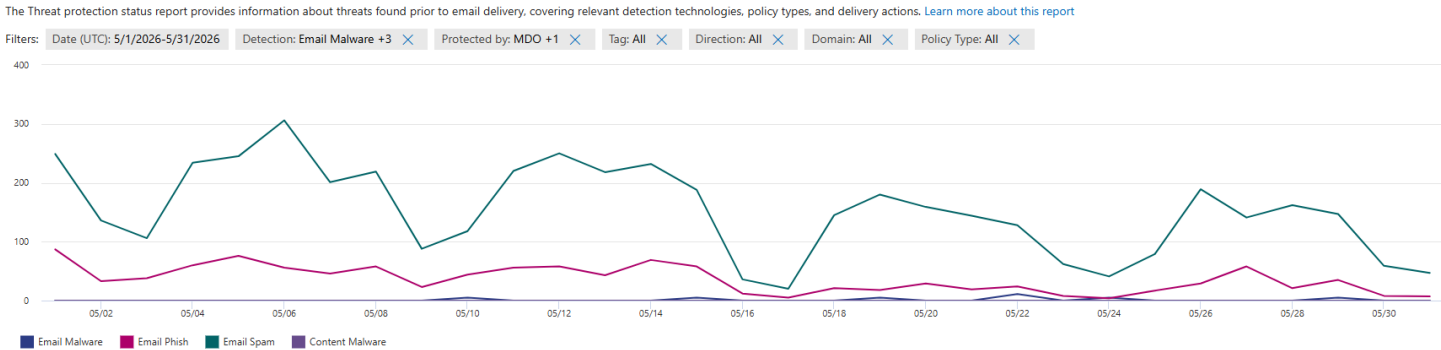


Onboarding:

- Jessica Johnsen
- Dan Brown

Email threat protection report:

Threat protection status



FINANCE DEPARTMENT

May 2026

Administration / Financial

- **Paycom**
 - We are continuing to navigate challenges with comp time as Paycom is unable to manage our TOE comp time program without significant manual adjustments. We are collaborating with them to produce a reasonable solution.
- **2026 / 2027 Budget**
 - Council approved the 2026 Supplemental Budget at the May 12 meeting.
 - 2027 Budget prep began in May and will be rolled out to staff in June.
 - **Tobacco Tax** – Q1 2026 tobacco tax revenue is down (48%) or (\$90,645) from Q1 2025. Assuming a similar impact for the rest of 2026, we can expect reduced annual revenue of approximately (\$360K).
- **2025 Audit**
 - Staff submitted initial documentation for the 2025 audit on time by March 31st, and our external audit team at Hood, P.C. are currently working on the audit. They performed a site visit and met with staff on April 30. We are on track to have an issued audit prior to the state deadline.

- **Pool Financing**
 - Certificate of Participation (COP) funds for the pool project are being held in a separate Town of Eagle account specifically for the pool financing. We have completed seventeen total project expense draws, totaling \$8,872,346. Including interest earned on the account, the current remaining debt proceeds held by COLOTRUST are **\$186,671**.
 - We are continuing to work with Mountain Rec and DPM on a final project reconciliation. We anticipate some savings that can be applied toward additional pool project expenditures or debt repayment.
- **Debt Service**
 - 2016 Sales Tax Revenue Bond Payment - \$98,969 (Last Pmt. 2046)
 - 2025 Pool Rebuild Project COP Payment - \$202,675 (Last Pmt. 2044)
- **Internal Water Fund Loan to Broadband**
 - No transfers have occurred to date.
- **Short Term Rentals (STRs)**
 - STR Active Permits: 24
 - STR New Permits from Prior Period: 0
 - STR Closed Permits since Prior Period: 0
 - Revenue Collection:
 - ♣ Apr 2026: \$992 with 3 returns missing (*compared to 2025: \$1,057, (7%) decrease YOY*)
 - ♣ YTD 2026: \$7,914 with 6 returns missing (*compared to 2025: \$11,416, (44%) decrease YOY*)
- **Broadband Billing**
 - We successfully transitioned all broadband billing into Caselle for the end of March bill, and going forward, we will discontinue processing bills through Aspen Wireless. This is a huge win for our customers in terms of accessibility and service and will be more cost effective for the Town as we remove the processing fees that Aspen Wireless charged us to manage our billing.

Accounts Payable

Beginning in June, we will seek to hire an in-house part-time position to fill this role instead of a contract temporary position through Robert Half. We believe hiring this role as a TOE employee will provide a better experience for all staff, including the person serving in this role. Please note that this decision does not change the budget or the projected longevity of the position; we still expect that this role will be needed only until we are up and running with Tyler Tech.

Accounts Payable: Invoices Paid								
Month	2021	2022	2023	2024	2025	2026	Variance from PY	
January	230	249	285	280	307	297	(10)	-3%
February	217	254	212	278	306	371	65	21%
March	247	243	264	390	293	365	72	25%
April	214	331	259	300	407	328	(79)	-19%
May	260	269	388	314	331	328	(3)	-1%
Total YTD	1,168	1,346	1,408	1,562	1,644	1,689	45	3%

Utilities

- Property Transfers: 13 (YTD: 32)
- New Accounts Set Up: 8 (YTD: 24)
- Utility Red Tags: 25 (YTD: 98, 2026 Monthly Average: 20)
- Water Shut Offs: 2 (YTD: 9, 2026 Monthly Average: 2)

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

Water usage is down (24%) compared to the prior five-year average for May. YTD 2026 is down (9%) compared to the prior five-year average for the same period. Stage 2 water restrictions were implemented in April 2026.

Revenue from water sales currently stands at 28% of the annual budget for in-town sales (versus 30% at prior YTD) and 33% of the annual budget for out-of-town sales (versus 34% at prior YTD). Although water rates have increased by 3% in 2026, the Town based the 2026 budget on actual revenue received in 2025, due to sales being dependent on usage.

Water Usage (In Thousands)									
Month	2021	2022	2023	2024	2025	Prior 5 YR Avg.	2026	Change over Average	
January	16,564	16,602	15,660	15,813	17,900	16,508	15,178	(1,330)	-8%
February	15,538	14,503	18,016	16,630	15,400	16,017	14,721	(1,296)	-8%
March	16,099	16,436	13,615	14,814	14,403	15,073	13,280	(1,793)	-12%
April	17,443	14,988	15,071	16,935	16,595	16,206	14,611	(1,595)	-10%
May	23,775	24,859	17,773	18,715	26,994	22,423	17,078	(5,345)	-24%
Total YTD	89,419	87,388	80,135	82,907	91,292	63,805	57,790	(6,015)	-9%

Town Council Department Budget to Actual

TOWN OF EAGLE EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 5 MONTHS ENDING MAY 31, 2026					
GENERAL FUND					
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOWN COUNCIL					
10-49-110 SALARIES & WAGES	4,500.00	22,400.00	54,000.00	31,600.00	41.5
10-49-142 WORKERS COMPENSATION	(21)	17.74	43.00	25.26	41.3
10-49-143 HEALTH & INSURANCE BENEFITS	.00	.00	189.00	189.00	.0
10-49-144 FICA - EMPLOYER'S	344.25	1,713.60	4,131.00	2,417.40	41.5
10-49-210 OFFICE SUPPLIES	.00	46.50	.00	46.50	.0
10-49-225 UNIFORMS	.00	176.00	500.00	324.00	35.2
10-49-320 LEGAL NOTICES	.00	.00	500.00	500.00	.0
10-49-347 PROFESSIONAL SERVICES	10,402.50	10,402.50	21,000.00	10,597.50	49.5
10-49-371 TRAVEL EXPENSE	519.00	519.00	5,250.00	4,731.00	9.9
10-49-372 MEETING EXPENSE	380.90	836.48	7,500.00	6,663.52	11.2
10-49-380 TUITION & BOOKS	.00	495.00	4,000.00	3,505.00	12.4
10-49-490 SPECIAL COUNCIL FUNDING	.00	5,000.00	5,000.00	.00	100.0
10-49-510 INSURANCE	.00	260.70	228.00	32.70	114.3
10-49-915 COMMUNITY REQUESTS	.00	12,042.00	25,000.00	12,958.00	48.2
TOTAL TOWN COUNCIL	16,125.65	53,908.52	127,341.00	73,432.48	42.3

HUMAN RESOURCES

May 2026

HRIS Implementation: focused on set up of recruitment and onboarding functions

Recruitment Update for 2026 YTD– 22 Vacancies total for 2026, 17 Filled and 5 In-progress

- Filled – 17 😊
 - o Buildings & Grounds Tech – replace Jesus Esparza, Riggan started 1/26/26
 - o Streets Maintenance/Equip. Op., replace Vasquez, Moen started 3/16/26
 - o Streets Maintenance/Equip. Op., replace Abell, Swartzmiller started 3/23/26
 - o Council appointment Atkins started 02/06/26
 - o Community Development Director, Jessica Johnsen, started 5/11/26
 - o Open Space & Trails Technician, Garret Greiner started 04/13/26
 - o Planning & Zoning Commissioner (1), started 04/07/26
 - o Planning & Zoning Commissioner (2), started 04/07/26
 - o Yard Waste-Refuse Seasonal, rehired Phil Kirby started 4/10/26
 - o Seasonal Building & Grounds Maintenance, rehired Jesus Esparza, started 04/07/26
 - o Building Official, Dan Brown, started 5/11/26
 - o Human Resources Generalist PT, (temporary since 10/27/26), Edie Lengel effective 5/2/26
 - o Streets Maintenance/Equip. Op., replace Kenny Swartzmiller, Oscar Tellez starts 6/08/26
 - o Buildings & Grounds Tech – replace Jon Eigenheer, Sergio Rincon started 6/01/26
 - o Seasonal Building & Grounds Maintenance, Jonathan Riggan, started 6/01/26
 - o Planning & Zoning Commissioner, Colleen Sharpe started 06/01/26
 - o Planning & Zoning Commissioner, KaLynn Wood started 06/01/26
- In Progress - 5
 - o Water/WW Operator, replace DeJournio, in offer stage
 - o Seasonal Building & Grounds Maintenance, mgr. was out on vacation. advertising, reviewing applications, interviewing
 - o Planner II or III-SR Planner, advertising, reviewing applications, next steps
 - o Accounting Specialist I/II - Accounts Payable/PT Remote, posting
 - o Project Engineer, early stages of preparation

Safety & Risk Management

- 3 Workers Compensation claims with Open status
- 7 CIRSA GL-Property Damage claims with Open status

COMMUNITY DEVELOPMENT

May 2026

Planning

Approved Applications:

DR25-10 – McDonald's (291 Eby Creek); P&Z 5/5

DR25-08 – Haymeadow RMF-4 & 5; P&Z 4/21; TC 5/12

Denied Applications:

Continued Applications:

P&Z Recommendations:

LAND USE APPLICATIONS IN PROGRESS

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

446 Broadway – Minor Development Permit

- 2nd round comments sent on 4/27; comment review with applicant 5/6; meeting w/Planning staff, Town Manager and applicant on 5/28; awaiting resubmittal from applicant.

New Electric, 629 Sawatch Road – Minor Development Permit

- Partial resubmittal on 5/5 - staff transition of application; staff reviewing application for code compliance.

301 Broadway – Minor Development Permit

- Applicant submitted new Lot Line Adjustment application with resubmittal materials, referral responses due back to applicant week of 5/11; application scheduled for P&Z on June 16. Final review of plans still required; this review will occur after the public hearing, and may warrant a rehearing of the application by P&Z.

Bluffs PUD Amendment

- The applicant is making revisions to ensure alignment with HOA covenants and design guidelines.

332 Grand Avenue – Major Development Permit

- Referral comments sent to applicant 4/28; awaiting resubmittal from applicant.

Capitol Flats – Preliminary Plat, Rezoning, and Right-of-Way Vacation

- Applicant has been sent comments and is working through addressing them. The right-of-way vacation will be moved through public hearing first and is scheduled for June 16 and July 14.

Red Mountain Ranch – PUD Amendment (Minor, administrative decision)

- Application to amend front setbacks for single family dwellings submitted; staff preparing notice of determination (as of May 6); documents are under legal review (June 2).

Haymeadow Preliminary Plan (Neighborhoods A2, B, C, & D)

- Application for Preliminary Plan/Plat for the rest of the Planned Unit Development. Staff have had a kick-off meeting with the applicant and are sending comments to the applicant on the updated Memorandum of Understanding (MOU). Phase 1 of this application review will be an internal staff review focused on internal road layout and lotting.

Haymeadow Townhome Plat – RMF-2A

- Application submitted and under completeness review.

894 Chambers Development Plan

- Application submitted and under completeness review and determination for major or minor.

APPLICATIONS IN POST-DECISION CLOSE-OUT (REQUIRED PRIOR TO BUILDING PERMIT OR OTHER NEXT STEP)

- Red Mountain Ranch Preliminary Plan & Major Development Plan
- Haymeadow RMF-4/5 Final Plat & Major Development Plan
- 1215 Chambers Minor Development Plan
- McDonald's Minor Development Plan

UPCOMING ANTICIPATED APPLICATIONS

- Eagle Justice Center Expansion – Development Plan
- Capitol Theater – unknown type
- Haymeadow Townhome Plat – RMF-4/5
- Haymeadow Lot Line Adjustments – Filing 2 duplexes
- Haymeadow Resubdivision of RMF-3 in Filing 1

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

- Currently reviewing 4 Sign Permits, 0 Encroachment Permit, 0 Mobile Vending Permits, and 1 Use Review.
 - 34 Business Licenses have been reviewed so far this year.
 - 2 Sign Permits have been approved and issued so far this year.
 - 1 Encroachment permits have been approved and issued this year.
 - 1 Mobile Vending Permit renewal has been approved and issued this year.
 - 5 Pre-Application Meetings have been scheduled so far this year.

NOTABLE UPDATES

- Software: Staff have selected Tyler Technologies as the Department's new permitting software, and Council has approved the vendor contract. Anticipated roll out for Community Development to be concurrent with the Municipal Court.

TRAINING/CONFERENCES:

- 2021 IECC residential and commercial overview, and overview of regional energy code amendments.
- Mountain Towns 2030 Regional Forum: Code Readiness for Colorado Mountain Communities.
- Western Matters Rural Summit
- Rocky Mountain Leadership Program
- GIS Training
- APA Colorado Conference

MAJOR CONSTRUCTION PROJECTS

Business Name	Location	Status
RHG Ph II	16186 Hwy 6	All permits issued.
Haymeadow	Mount Hope	Building permit issued for 9 single family – 3 Townhouses w/ 1 postponed till spring and 2 permits issued

Building

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

TYPE OF WORK PERFORMED	EOY 2024	EOY 2025	2026
Inspections (n/i Planning, Public Works)	1944	1742	716
Permits Processed	334	425	111

P&Z and Council Meeting Schedule

June 2026
June 2 nd (Work Session) • Housing Strategies
June 2 nd (Planning Commission) • canceled
June 9 th (Town Council) • Resolutions Appointing Additional PZ Commissioners (consent agenda)
June 16 th (Planning Commission) • 301 Broadway Development Plan • Capitol Flats ROW Vacation
June 23 rd (Town Council) •
July 2026
July 7 th (Work Session) • Strategic Plan
July 7 th (Planning Commission) •

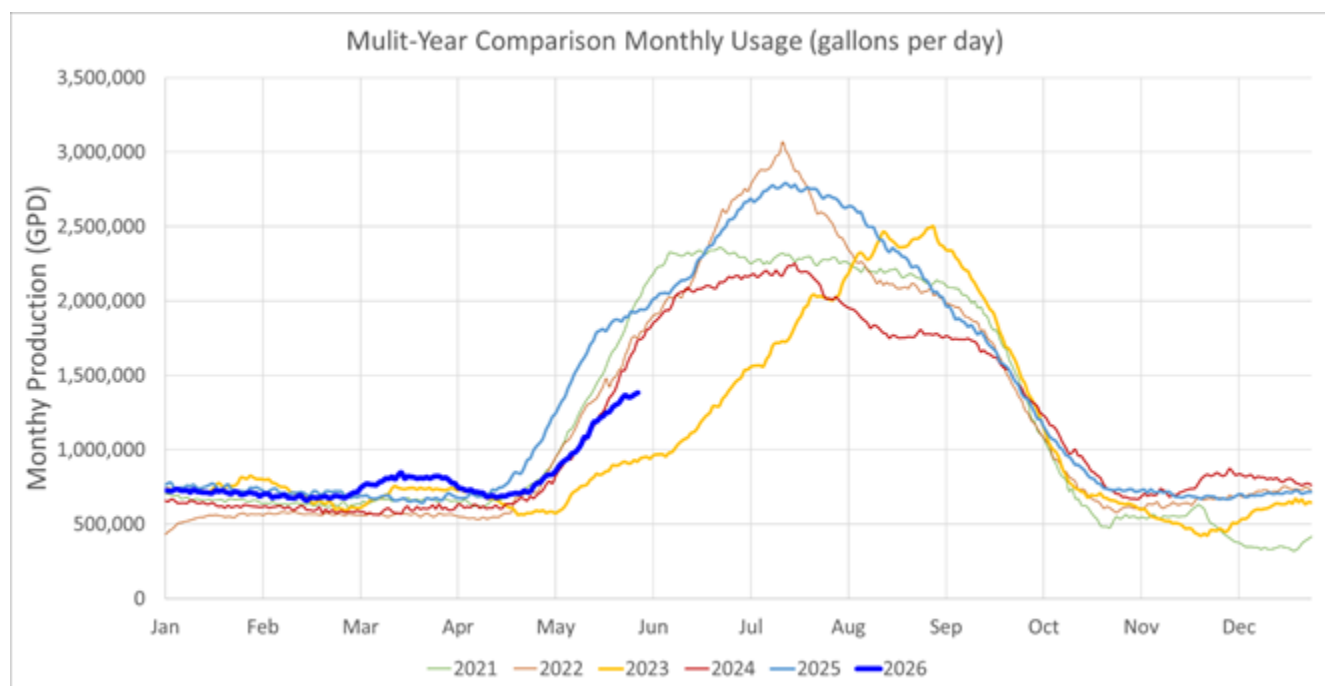
July 14 th (Town Council)
Capitol Flats ROW Vacation
July 21st (Planning Commission)
July 28 th (Town Council)

PUBLIC WORKS

May 2026

Water (Stephan Wilson, Utilities Manager)

- Potable Water Production: Through May, water production has steadily increased from 0.8 million gallons per day (MGD) at the beginning of the month to 1.4 MGD. During most years, the Town see production increases beginning in May and continuing into June when sprinkler systems start-ups occur and outside irrigation begins. The date of this increase is somewhat influenced by how much precipitation is received during early summer. For most of May, 2026 was trending very similar to 2024 production.



- Hydrant Flushing and Maintenance: Hydrant flushing finished the week of 04/20. Crews have been busy repairing hydrants with prioritizing the out of service hydrants. There were 9 out of service hydrants and as of this week, crews have been able to repair all but one of them.



- Lower Eby Creek Booster Pump Station Replacement: The Lower Eby Creek Booster Pump Station had a soft start-up the week of 03/23. Supervisory Control and Data Acquisition (SCADA) start-up work was done on the week of 03/27 and the new BPS is now running in the Town's SCADA system. To complete the project piping work now needs to be completed in Eby Creek Rd right-of-way (ROW) and Castle Peak Rd ROW.
- Cemetery Tank: The new Cemetery Tank is now in service. Work is currently being done on the project punch list.



- Brush Creek Transmission Main Replacement: The new transmission main was tested, flushed, and disinfected and is now in service. Work is currently being done on the project punch list.

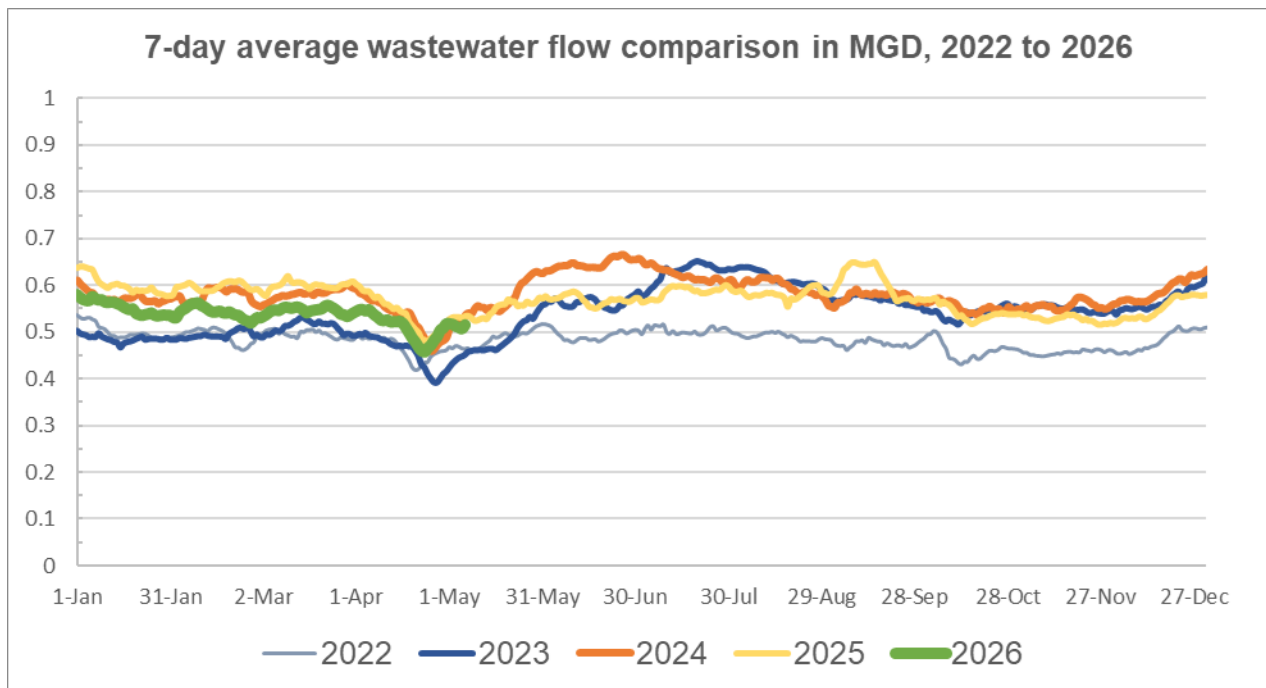




- **Leak Repair:** In April of 2026, water staff responded to several leaks off of Mosher Ln and Hunters View Ln in Frost Creek. The additional Mosher Ln main break was likely caused by unsuitable soil being used for backfilling around the pipe in the trench. The leak occurred where the pipe had settled considerably around an old repair.
- **Hydrant Flushing and Maintenance:** Hydrant flushing finished the week of 04/20. Currently there are 9 out of service and 10 in service hydrants in need of repair.
- **East Eagle Tank:** The 30% design package has been prepared and submitted to the Town for review. The CMAR documents – RFQ package have been prepared and submitted to the Town for review.

Wastewater (Stephan Wilson, Utilities Manager)

- **Flows & Loads:** Weekly wastewater flows have trended at 0.50 MGD for April. These flows are consistent with 2024 and 2025. The dip in flows and loading in April coincides with people leaving Town the week of spring break.



- **Wastewater Treatment Facility (WWTF) improvements:** The wastewater improvement project is moving forward. Phase 1 of the design is progressing to the Guaranteed Maximum Price (GPM) proposal phase with a

long lead time procurement package which includes equipment like blowers, pumps, and electrical equipment. Phase 2 will be for the new building that will house supplemental chemical feeds for Alum, carbon (Micro-C) and 30% sodium hydroxide (caustic soda) required for Total Inorganic Nitrogen (TIN) and Total Phosphorus (TP) removal is currently progressing to 90% design. The Town is currently working on amendments to the Engineering Contract to finalize the design of Phase-2 and for engineering construction services.

- The Town received a second public notice for permit modification No. 1(v2). In place of continuing the permit modification process. The Town and State have agreed to address the plant modifications, permit modifications, and exiting permit renewal all together through the permit renewal process. This was done to help reduce CDPHE's workload and to encourage collaboration with the State. Currently Staff are responding to RFIs received from CDPHE during the permit renewal process.

Engineering (Ryan Johnson, Town Engineer)

May 2026

General Updates:

- Staffing: An Engineer I/II Project Engineer position remains vacant at this time.
- Development review
 - Large Projects include:
 - Red Mtn Ranch Parcel 1
 - Haymeadow RMF 4 & 5
 - 446 Broadway
 - Capitol Flats
 - 301 Broadway
 - 629 Sawatch
 - 1215 Chambers

Right of Way Permitting Summary :

- Active ROW Permits: 3

Public Improvements Developer Projects

- 263 Sawatch
 - Water main extension
- Haymeadow
 - Ouzel Lane Waterline.
 - Haymeadow Phase 4 Haymeadow Drive Extension and Sewer
 - Haymeadow Filing 2 Public Improvements
 - Haymeadow Phase 3 Booster pump station
 - Haymeadow RMF 4 and 5
- Reserve at Hocket Gulch Phase 1B and 2
 - Water and sewer installation

Pavement Management

- 2026 Resurfacing Project- Under development

Capital Improvement Projects

- Grand Avenue Corridor: Kicked off Task Order 3 with Stolfus
- Capitol Street: Construction started on Capitol Street. See the town website for updates.
- Sylvan Lake Road: Progress is being made on the grant reimbursement and closeout documents

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

MAY 2026

OSRAC Update

There will not be a regularly scheduled OSRAC meeting in June. Instead, staff are coordinating a site visit with OSRAC members and Colorado Parks and Wildlife to review portions of the proposed trail alignments submitted to the Bureau of Land Management.

The site visit will allow the committee and agency partners to evaluate conditions on the ground before providing additional feedback or recommendations related to the proposal. This next step is intended to help ground the discussion in site-specific conditions, including existing routes, wildlife habitat considerations, social trail impacts, recreation connectivity, and long-term management needs.

Project Updates

Eagle County Conservation District Restoration IGA

The Town has executed an Intergovernmental Agreement with the Eagle County Conservation District to support restoration work on Town-owned open space lands using remaining America's Ecosystem Restoration Initiative funds, formerly known as the America the Beautiful Challenge.

The agreement allows ECCD and the Town to cooperate on three restoration projects: post-thinning reseeded and site stabilization in the Eagle Ranch piñon-juniper fuels reduction area, integrated pest management and native reseeded within disturbed grassland areas on Brush Creek Open Space, and social trail closure and habitat restoration around Haymaker Trailhead.

The project proposal identifies approximately \$42,744.83 in eligible restoration expenses, including native seed and Youth Conservation Corps support. Under the updated arrangement, ECCD will retain grant administration and compliance responsibilities, reimburse the Town for eligible restoration material purchases, and hold the service agreement with Rocky Mountain Youth Corps for youth corps labor on Town property.

This partnership will help the Town pair restoration work with existing fuels reduction, weed management, trailhead improvement, and open space stewardship priorities without creating a direct net cost to the Town, provided eligible expenses are reimbursed through the grant.

Regional Trail Safety Coordination

Staff have been working with the Roaring Fork Transit Authority to stay current on regional trail safety standards and to better understand how neighboring agencies are addressing common concerns such as e-bikes, dogs off leash, user conflicts, and other safety issues on regional trails and pathways.

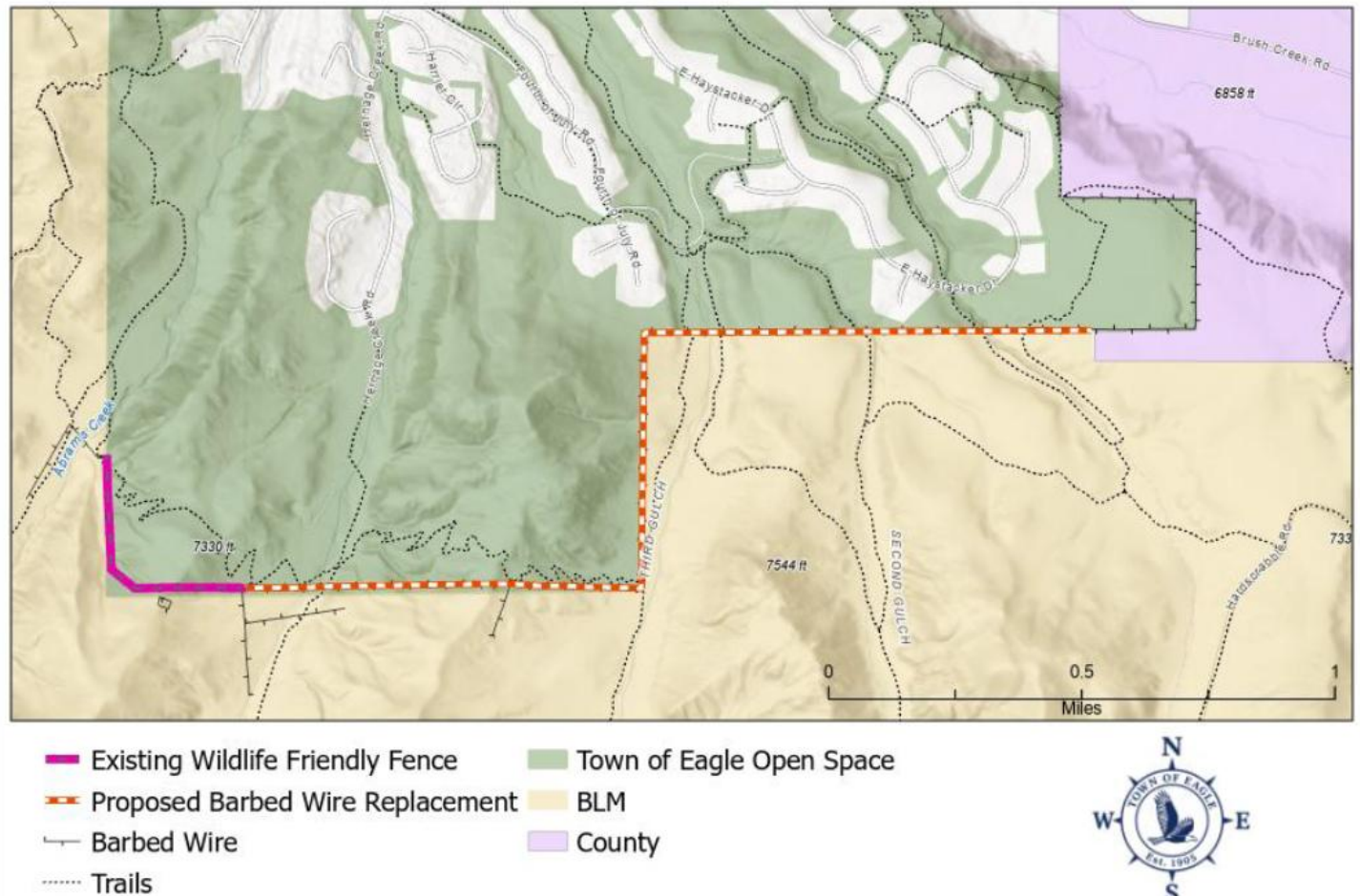
This coordination helps ensure that the Town's approach to trail management remains consistent with broader regional practices where appropriate, while still allowing the Town to respond to site-specific conditions on local open space and natural-surface trails.

Wildlife-Friendly Fence Proposal

Staff have been inventorying old barbed wire fencing and developing a proposal with the Eagle Ranch Wildlife Protection Committee to remove and replace more than 11,000 feet of barbed wire south of Eagle Ranch. The proposed work would remove legacy fencing that may create wildlife movement and entanglement concerns and replace or retrofit it with wildlife-friendly fencing where needed.

This work would support habitat connectivity, reduce hazards for wildlife, and build on the Town's broader restoration and open space stewardship goals. Staff are continuing to coordinate with partners and refine the project scope.

Town of Eagle - Proposed Wildlife Friendly Fence



Volunteers

May was a strong month for volunteer and partner-supported field work. The Town had a successful start to the Eagle D.I.R.T. Crew season, with 12 volunteers participating in trail improvements on the LOV Connection Trail. Volunteers helped complete maintenance work intended to improve trail sustainability and user experience heading into the busy summer season. Staff also teamed up with the Bureau of Land Management to address social trail impacts off Bellyache Road. This project was particularly cool because representatives from multiple partner agencies were present including Eagle County Open Space, BLM, VVMTA, The Town of Eagle, and The Cycle Effect were all present. Not to get mushy, but it made me very proud to be part of such a great community.



Staff also worked with VVMTA's Adopt-A-Trail program to remove old, unused barbed wire along Riddle Trail. This work helps reduce wildlife hazards, improve the visual condition of the trail corridor, and address legacy infrastructure that no longer serves a management purpose.



In partnership with Eagle Valley Land Trust, staff and volunteers completed barbed wire removal and social trail restoration work at the Spud Cellar property. This work supports the long-term conservation values of the property by reducing wildlife entanglement hazards, closing unauthorized routes, and helping restore disturbed areas.



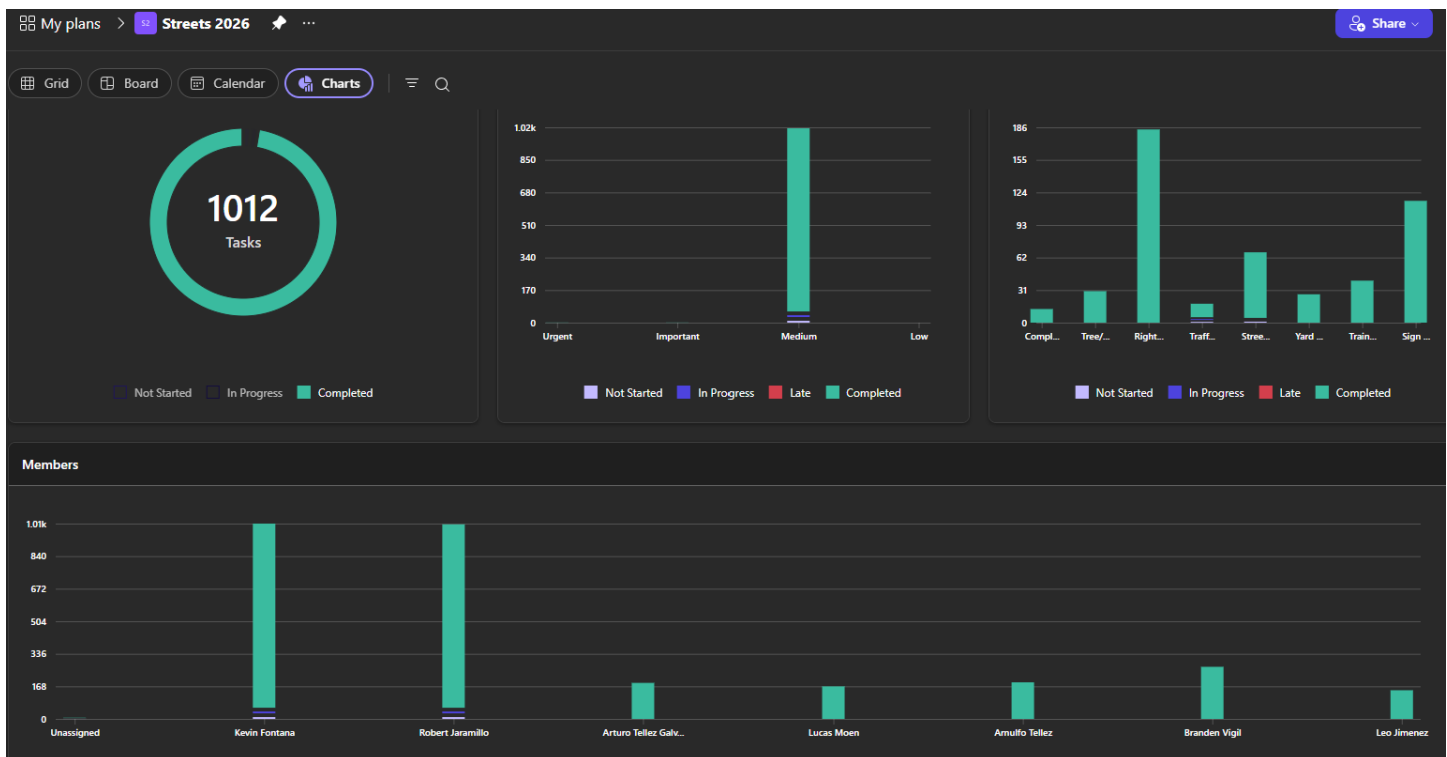
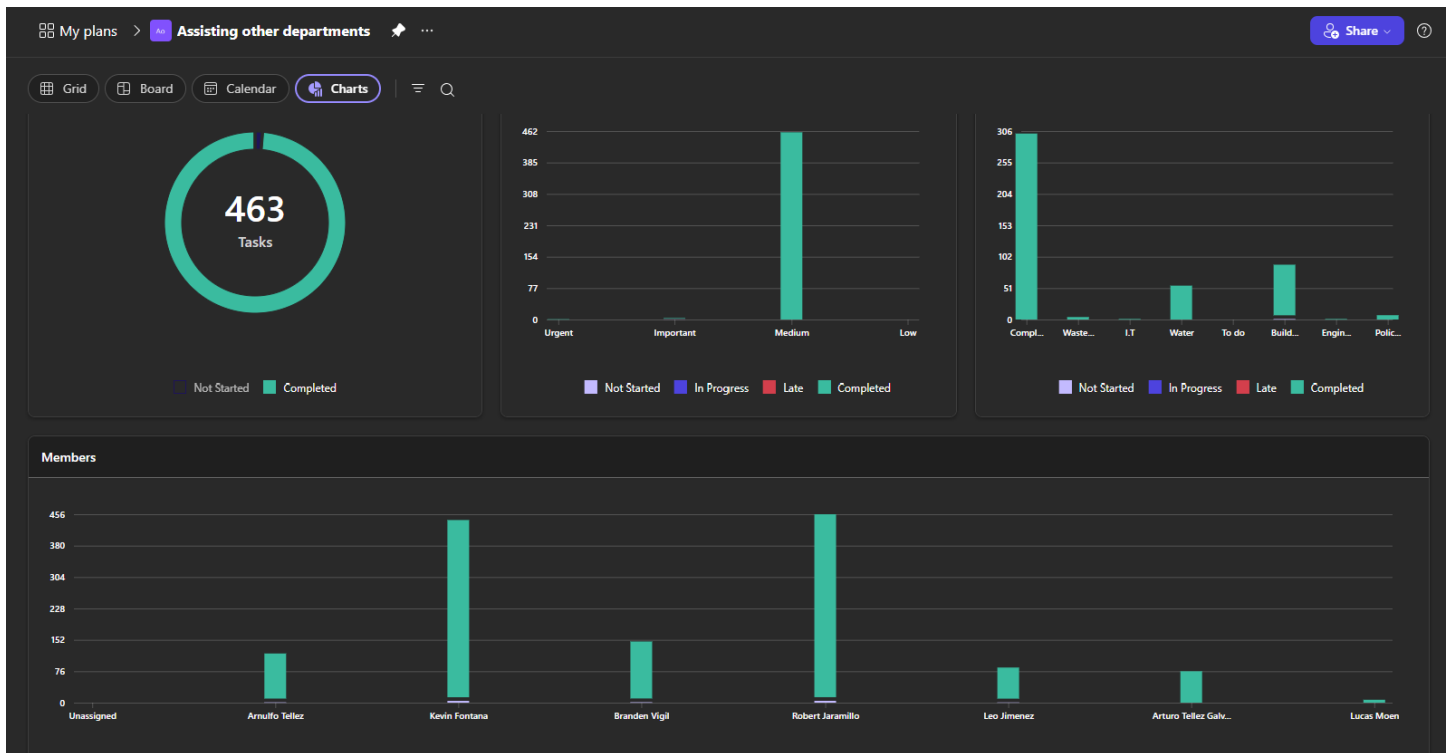
Please check out, promote, and sign up for any of the following volunteer opportunities if they interest you!

- [May 16th Barbed Wire Removal with Eagle Valley Land Trust](#)
- [Eagle D.I.R.T. Crew](#)
 - o June 15th – Eagle Bike Park
 - o June 29th – Riddle Trail - Barbed Wire Removal
 - o July 13th – Bailey Trail - Cattle Guard Repair
 - o July 27th – Abrams Ridge – Trail Work

STREETS (Kevin Fontana, PW Ops Manager)

May 2026

- Awarded Long Line Project to Strip-A-Lot
- Shoulder work
- Pothole repairs
- Replaced multipole street lights that were knocked down
- Guardrail repairs

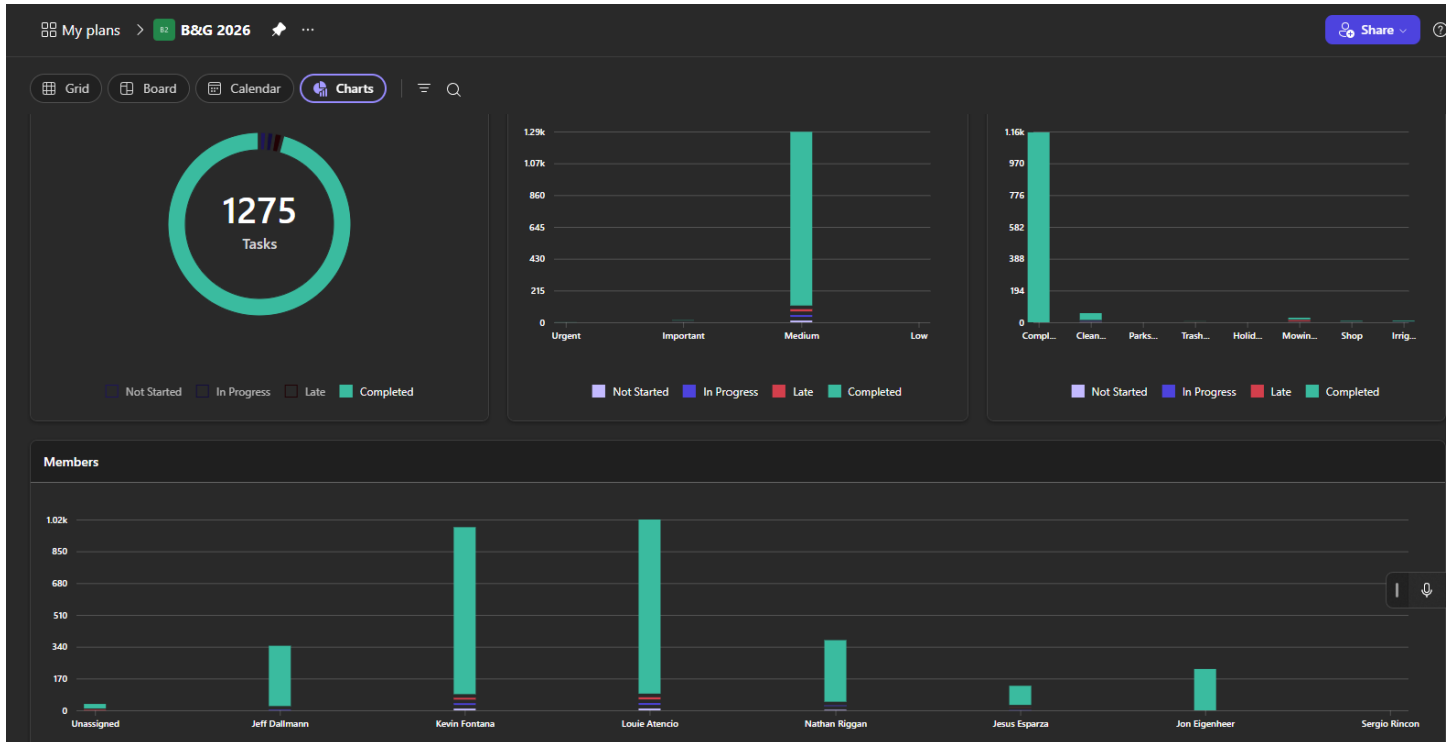


B&G (Kevin Fontana, PW Ops Manager)

May 2026

- Ordered and received new soccer goals for Nogal Park
- Installed a new bathroom partition at Info Center men's bathroom to replace the one that was destroyed by kids kicking it.
- Started the Burger King irrigation tie-in.

- Started irrigation tie-in and Eagle Pool and Ice Rink.
- Added dog waste stations along the rec path in Eagle Ranch.
- We currently have all irrigation cut back to 3 days a week.
- Sergio Rincon started with B&G in a full-time position.



TOWN CLERK

May 2026

[Ask the Town](#)

Date	Comment
5/3	Irrigation-the possessed head in the park -just east of the Children's fishing pond, early for it to be dispensing regularly 24/7, wasting water during a drought goals, reporting it now but you most likely know?
5/5	Parking on 2nd St: would it be possible to have lines painted onto the street to designate parallel parking spaces--like the lines that are painted for parallel spaces in front of the town hall? People frequently park poorly on the street but, if the space was used properly, you could fit 3-5 more cars. Since parking is a premium in downtown, we need maximize parking as much as possible. Thank you for considering this.
5/11	Verify addressing
5/16	Fiber project bored through irrigation line at 56 Market street, and general restoration is needed on Market street at fiber box locations.
5/17	Does a homeowner have the right to develop property beyond their fence (I assume this to be an easement area) for their own purposes? I am referring to a homeowner along the bike path between The Terrace and The Orchard who has dug holes and built mounds to creat a dirt bike track. Seems odd that this could be permissable.

5/20	I was looking to see if the stage and park area at the Broadway stage can be used or rented, for a "Dance" party on a Saturday evening from 8 to 11 or 7 to 10pm depending on noise ordinances. Is this a possibility? Thank you - FYI, I work at the county bulding.
-------------	--

Records Requests

2021	2022	2023	2024	2025	2026
30	41	29	58	55	36

**Various Town Departments respond to Records Requests*

Licensing

- 2026 Business License New & Renewals – 325
- Delinquent Notices mailed April 30th
- Liquor License Authority & Administrative Approvals
 - Liquor License Renewals in Progress: Pickled, Moe's BBQ,
 - New Liquor Licenses in Progress: Eagle Sinclair Transfer, Garduno's Transfer, Stop N' Save

Training/Meetings

1. May 5- Town Council Work Session
2. May 12- Town Council Meeting
3. May 26- Town Council Meeting

2026 Municipal Election Deadlines

If the Town of Eagle would like to submit a ballot measure to be voted on in the 2026 election:

- July 24- Last Day to notify Eagle County of our desire to participate in the election
- August 25- Intergovernmental Agreement Deadline
- September 4- Content Certification
- September 21- Full ballot text finalized

POLICE DEPARTMENT

May 2026

2026 May Calls for Service: 1,449

2026 Jan – May Calls for Service: 6,943

2025 May Calls for Service: 1,576

2025 Jan – May Calls for Service: 5,727

DEPARTMENT ANNOUNCEMENTS

Cops and Bobbers:

Thank you to everyone who joined us for our third annual Cops and Bobbers event. It was a great day filled with meaningful conversations, awesome prizes, and catching a few fish along the way!

A big thank you to Colorado Parks and Wildlife for donating fishing supplies, and to Walmart in Avon for the awesome prizes. Your contributions helped make this event a success for our community and we appreciate your continued support! We look forward to continuing this tradition and hope to see everyone again next year.



Law Enforcement Torch Run:

Sergeant Westering, SRO Scriver, Officer Sanders, Code Enforcement Officer Delp, and Records staff Madison and Paige participated in the 2026 Law Enforcement Torch Run in Avon. The event supports Special Olympics Colorado and its mission to empower athletes with intellectual disabilities through sports, health programs, and leadership opportunities.



NOTABLE CALLS

ECSO Agency Assist:

One of our officers responded to assist Gore Range Narcotics Interdiction team (GRANITE) with a traffic stop. Driver admitted to having illegal narcotics in her vehicle and was subsequently arrested upon the completion of the search. Investigators found and seized approximately 500,000 fentanyl pills in the search of the vehicle.

OHV Violations:

Officers contacted several e-bike/off-highway vehicle (OHV) riders throughout town during the month of May. During one of these incidents, Officers noted that the two riders had been warned previously for the use of off-highway vehicles in town and as a result were issued summonses to court. As summer kicks off, Eagle PD staff will work on continuing public education around the use of OHVs and safe e-bike use in Town.



Powered Bikes & Off-Highway Vehicles (OHVs)



What is a powered bike?

- Resembles a dirt bike or bicycle
- Has a gas or electric motor
- Lacks operational pedals
- Capable of speeds higher than 20 mph
- Does not meet the requirements of a motorcycle required to be registered as defined in CRS



What is an off-highway vehicle?

- Self-propelled vehicle primarily for use off public highways and commonly used for recreational purposes.
- Examples include but are not limited to ATVs, side-by-sides, and dirt bikes.



Questions? Contact Eagle PD at 970-328-6351 or review the Town of Eagle Municipal Codes at www.townofeagle.org.

970-328-6351 www.townofeagle.org



Powered Bikes & Off-Highway Vehicles (OHVs)



Know the Rules

- Use of OHVs and powered bikes are **ONLY** allowed to go directly between your home and a recreational riding area
- Must be registered and insured
- Drivers must be aged 16+ with a valid license
- Under 18? A helmet is required
- Max speed in town limits = 15 mph
- Must follow traffic laws, use lights at night, have working brakes/muffler, and wear eye protection
- No use on sidewalks or multi-use paths
- No carrying extra passengers

Questions? Contact Eagle PD at 970-328-6351 or review the Town of Eagle Municipal Codes at www.townofeagle.org.

970-328-6351 www.townofeagle.org

Community Oriented Policing:

Detective Bonta spent some time one afternoon visiting with a family from out of state that was at Brush Creek Park. He answered questions, gave out some EPD swag, and gave the kids a tour of his patrol car.

Another afternoon, Officer Wolfe chatted with a group of teenagers while they played tag at the park.

TRAINING

SOU Training:

Lt. Causey, Sergeant Suehrstedt, Code Enforcement Officer Delp, and Records Supervisor Vaughan attended Eagle County SOU Training in Beaver Creek. This multi-jurisdictional training was also attended by state and federal agencies to assist in coordination, communication, and skills development.

Wildfire Preparedness Training:

All EPD staff participated in a wildfire preparedness training scenario. The training reviewed incident command protocols, evacuations, and scene safety. Eagle Police Department works closely with other local agencies to conduct ongoing emergency plan review and training. Residents are urged to sign up for emergency alerts, including road closures, severe weather, and other critical notifications here:

<https://sites.google.com/eaglecounty.us/ecemergency/home?authuser=0>.

UPCOMING EVENTS

Chill with a Cop:

Eagle Police Department is excited to host this year's first Chill with a Cop! Come hang out with your local police officers and enjoy some free frozen treats, while supplies last. Chill with a Cop will take place on Sunday, June 20th 2026, from 4:30pm-6:30 pm at the Terrace Park in the Terrace Neighborhood in Eagle. Hope to see you there!



The poster for the 'Chill With A Cop' event features a central graphic of an ice cream cone with the word 'Chill' in a large, stylized font below it, and 'With A Cop' in a smaller font. To the right of the ice cream graphic is a teal box containing event details: 'Sunday, June 20th 2026', '4:30pm - 6:30pm', and 'Terrace Park, Eagle CO'. Below the ice cream graphic is the Eagle Police Department logo with the tagline 'OUR COMMUNITY • YOUR POLICE'. At the bottom of the poster is a dark blue box with white text that reads: 'Come hang out with your Eagle Police Department for a fun, relaxed evening of connection and community!'. Below this text is a list of three items with checkmarks: 'FREE ice cream', 'Outdoor games', and 'Great conversations with your local officers'. At the very bottom of the dark blue box, it says: 'Bring the whole family and enjoy some quality time with your Eagle Police Officers who serve your neighborhood!'. The entire poster is decorated with colorful confetti.

Chill
With A Cop

EAGLE POLICE
OUR COMMUNITY • YOUR POLICE

Sunday, June 20th
2026

4:30pm - 6:30pm

Terrace Park, Eagle CO

Come hang out with your Eagle Police Department for a fun, relaxed evening of connection and community!

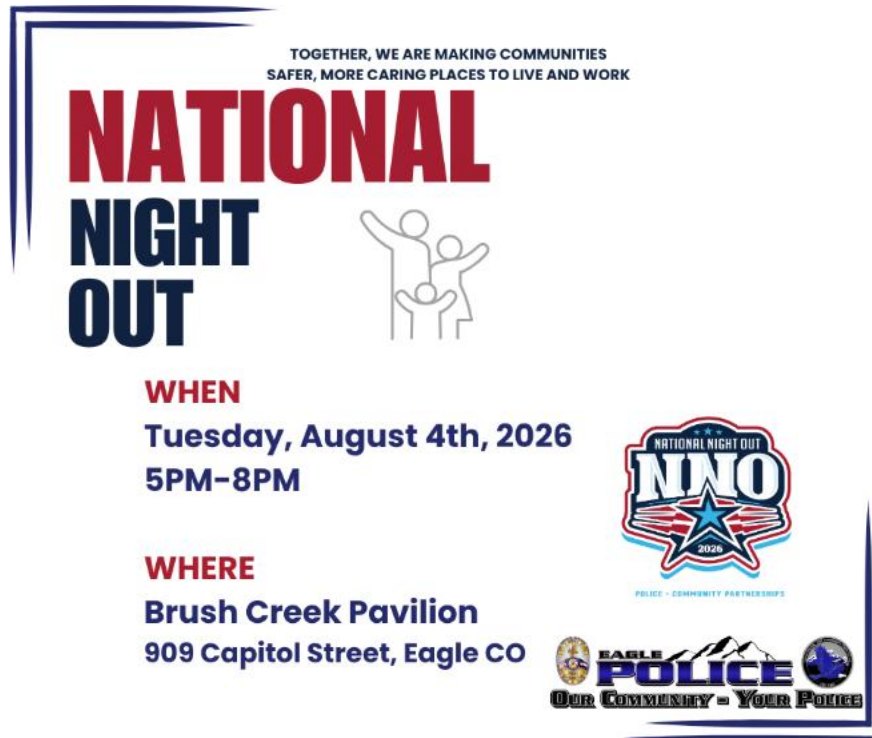
- ✓ FREE ice cream
- ✓ Outdoor games
- ✓ Great conversations with your local officers

Bring the whole family and enjoy some quality time with your Eagle Police Officers who serve your neighborhood!

National Night Out:

Eagle Police Department would like to invite the community to National Night Out 2026! This family-friendly event will take place on Tuesday, August 4th from 5-8pm at Brush Creek Pavilion in Eagle. National Night Out, held annually by law enforcement agencies across the United States, is a national community-building campaign that promotes police-community relationships. This event will feature food, kids' activities, and a chance to interact with your local first responders.

For more information on the campaign, please visit <https://natw.org/>. We look forward to seeing you there!



TOGETHER, WE ARE MAKING COMMUNITIES
SAFER, MORE CARING PLACES TO LIVE AND WORK

NATIONAL NIGHT OUT



WHEN
Tuesday, August 4th, 2026
5PM-8PM

WHERE
Brush Creek Pavilion
909 Capitol Street, Eagle CO



MUNICIPAL COURT
Court Held on: 5-6-26

May 2026 REPORT

Citations Issued	Current	YTD	2025	
Animal Control		4	21	36
Misdemeanor/Ordinance		0	26	14
Parking		8	13	66
Traffic		5	46	98
Total		17	106	178

Fines and Fees Collected	Current	YTD	2025
Total Court Costs	\$270.00	\$1,040.00	\$2,110.00
Total Fines	\$2,350.00	\$10,488.00	\$24,923.00
Total Surcharges	\$430.00	\$1,620.00	\$3,050.00
Total Third Party (Restitution)	\$-		
Total	\$3,050.00	\$13,148.00	\$30,083.00

Dispositions (Payments or Court Appearances)	Current	YTD	2025
Animal Control	2	12	19
Juvenile	0	4	9
Misdemeanor/Ordinance	0	6	3
Parking	7	7	15
Traffic	2	27	51
Total	11	56	97

Outstanding Fines and Fees at Collections	Total	Collection
Current	\$895.00	
1-30 Days Past Due	\$-	
31-60 Days Past Due	\$1,205.00	
61-90 Days Past Due	\$1,240.00	**At Collections
91-180 Days Past Due	27,356.47	**At Collections



To: Mayor Woods and Town Council

From: Kira Koppel, Sustainability Specialist

Date: June 9th, 2026

Agenda Item: Resolution 39, Series 2026, A Resolution of the Town Council of the Town of Eagle, Colorado, Approving The Contract For An Investment Grade Audit Report And Energy Performance Contracting Project For Phase 3 Of Our Work With ESG.

REQUEST: Staff requests that Council review and approve the contract for an investment grade audit report and energy performance contracting project for phase 3 of our work with ESG.

BACKGROUND: The town has been working with contractor ESG to implement large, sustainability-focused capital projects for the past several years using the state's energy performance contract model. Phase 1 included the 745 kW solar array at the water and wastewater treatment campus. Phase 2 includes building envelope improvements at most town facilities, building electrification elements at Town Hall and the Pavilion and Studio, and a small solar array at Public Works. This phase is currently ongoing. Phase 3 will include projects that have been in discussion for a while: battery energy storage, water meter replacement, and additional distributed solar installations.

ANALYSIS: This contract enables the town to undergo an investment grade audit (IGA), or analysis, that will deliver energy savings estimates and cost estimates for the three components of the project. Utilizing the IGA and energy performance contract model positions the town to move directly into the implementation phase with ESG upon additional Council approval of the completed IGA. This approach expedites our ability to complete energy-related capital projects and also to access financing mechanisms for those projects. It is similar to a design-build approach. The IGA will deliver cost estimates for these projects that are essential for the 2027 budget building process.

Water Meter Replacement

Currently, our water staff have been replacing out-of-date water meters throughout town with advanced metering infrastructure (AMI) water meters. These meters transmit real-time water usage data and help us more accurately account for water use, properly bill customers, and ensure we are not experiencing any water loss. Roughly 2,000 water meters are due for replacement with AMI meters, which would take our staff several years to implement. Utilizing ESG for this work could help us replace the large number of meters with one project and ensure more accurate water accounting immediately after installation and into the future.

Battery Energy Storage

Staff has been working with ESG and CORE Transit to investigate acquiring Proterra bus batteries from the non-functional buses in CORE Transit's possession. The electric bus company is no longer in existence, and the buses can no longer be serviced. However, their batteries remain in good condition to our knowledge. We'd like to investigate



repurposing them for resilience measures and tying them into the solar system at our wastewater treatment facility to further reduce utility costs and store solar-generated energy to be used later in the evening during peak times.

Distributed Solar Installations

With federal tax credits soon to expire, now is the time to plan and initiate solar array installations. Having additional solar production onsite at town facilities can help offset electricity costs that may increase after our building electrification project is complete. Following up on that project with our own energy generation will help create more predictability in town utility bills. Having our own energy generation improves town resilience as well.

Completing this analysis will provide us with estimated project costs and provide a path to modernize and upgrade our infrastructure. This effort can work alongside the upcoming facilities maintenance study by going beyond equipment replacements to include utility costs that may be lowered via battery energy storage and distributed solar arrays.

COMMUNITY INPUT: No community input at this time.

BUDGET / STAFF IMPACT: The cost of the IGA is \$43,800. This cost gets rolled into the full capital project cost, should Council decide to move forward with implementation after the IGA is complete. Implementation costs are likely to occur in 2027 and would be incorporated in the 2027 budget process. If Council chooses to decline implementation, the total cost to the town will be \$43,800, which will come before Council for approval during the 2026 – 2027 budget process beginning in September 2026. No upfront cost is required.

STRATEGIC ALIGNMENT / STANDARDS ACHIEVED: This analysis incorporates strategies within our [Net Zero Action Plan](#): commercial electrification and renewable energy and grid optimization (battery energy storage and solar), helping us make measurable progress toward our net zero by 2028 goal for town operations. It also incorporates one of the Council's new major objectives: maintain and modernize critical infrastructure.

RECOMMENDED ACTION OR PROPOSED MOTION: Motion to APPROVE Resolution 39 Series 2026, a Resolution of the Town Council of the Town of Eagle, Colorado, Approving The Contract For An Investment Grade Audit Report And Energy Performance Contracting Project For Phase 3 Of Our Work With ESG.

ATTACHMENTS:

- Resolution 39, Series 2026, A Resolution of the Town Council of the Town of Eagle, Colorado, Approving The Contract For An Investment Grade Audit Report And Energy Performance Contracting Project For Phase 3 Of Our Work With ESG.
- Investment Grade Audit Report And Energy Performance Contracting Project Proposal Contract: [LINK](#)
- Town of Eagle Phase 3 Investment Grade Audit Report Contract Exhibits: [LINK](#)

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 39
(Series of 2026)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, APPROVING THE CONTRACT FOR AN INVESTMENT GRADE AUDIT REPORT AND ENERGY PERFORMANCE CONTRACTING PROJECT FOR PHASE 3 OF OUR WORK WITH ESG.

WHEREAS, since 2021 the Town has been working with Energy Services Group (ESG, formerly known as Yearout Energy) to evaluate the use of Energy Performance Contracting for the implementation of certain energy use reduction and greenhouse gas emission reduction projects; and

WHEREAS, ESG has successfully and satisfactorily completed an Energy Performance Contract for the solar at the Town's Wastewater Treatment Plant and Lower Basin Water Treatment Plant; and

WHEREAS, an Investment Grade Audit in a form promulgated by the State of Colorado Energy Office will be utilized for the implementation of this planning effort; and

WHEREAS, the Town will incur no up-front cost for this work, and will bring the associated cost to the Council during the 2026-2027 budget process beginning in September 2026.

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

Section 1. The contract for an investment grade audit report and energy performance contracting project for phase 3 of our work with ESG is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED ON June 9th, 2026.

TOWN OF EAGLE, COLORADO

Bryan Woods, Mayor

ATTEST:

Camille Deering, Town Clerk

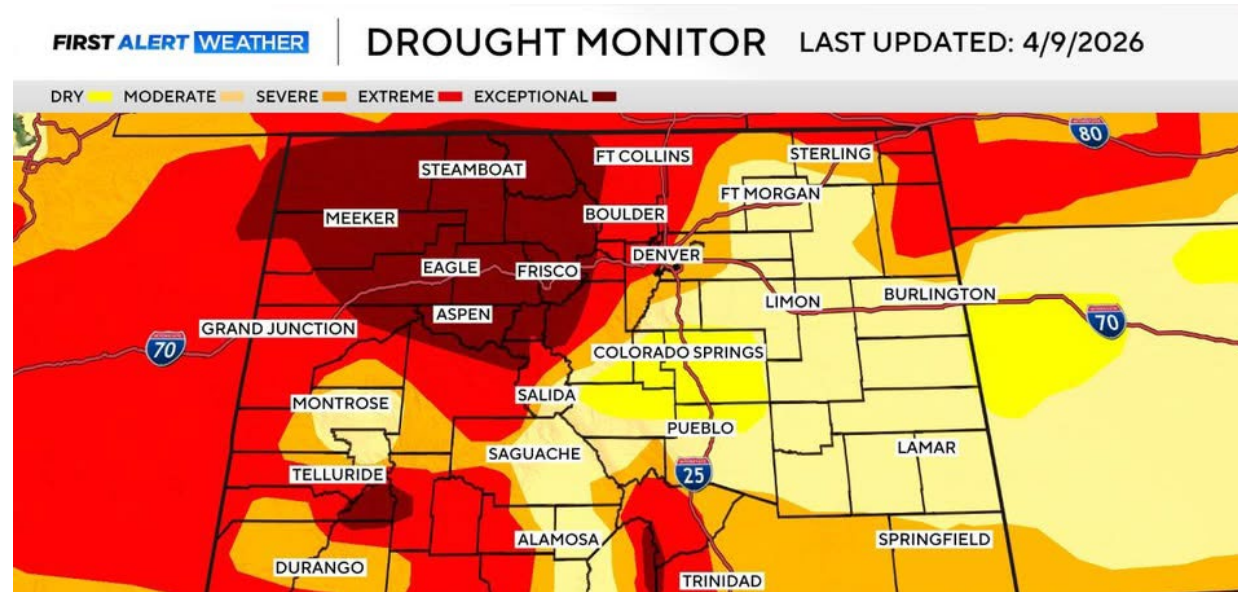


Town of Eagle Phase 3 Investment Grade Audit Scope Summary

June 9, 2026 | Town of Eagle Council Meeting



THE CHALLENGE: WATER MANAGEMENT



**Severe
Environmental
Stress**

**Aging Town
Water Meter
Infrastructure**

**FTE Strain For
Emergency
Replacements**

**Rapid
Community
Expansion**

THE ESG SOLUTION: MODERN ADVANCED METERING INFRASTRUCTURE UPGRADE

Scope Element 1: As part of the Investment Grade Audit for the Town of Eagle, ESG will perform an in-depth, town-wide Advanced Metering Infrastructure (AMI) evaluation across municipal meters with a goal of a town-wide AMI update.

KEY BENEFITS

MAJOR GRANT
OPPORTUNITIES



DEVELOP RATE
STUDY PARAMETERS



IMPROVE DATA
ACCURACY



THE CHALLENGE: SUNSETTING CREDITS



**Closing
Inflation
Reduction Act
Direct Pay
Window in
2026-2027 –
30% Tax Credit**

**Town Council
goal to reach net
zero carbon
emissions
across the Eagle
community by
2030**

**CAC goal of
50% reduction
in greenhouse
gas (GHG)
emissions
county-wide
by 2030**

THE ESG SOLUTION: STRATEGIC PV EXPANSION

Scope Element 2: ESG will leverage the success of the Wastewater Treatment Plant and Lower Basin Water Treatment Plant solar array to investigate opportunities and locations for solar expansion before tax credits expire.

KEY BENEFITS

CARBON
REDUCTION



FEDERAL AND
LOCAL FUNDING



UTILITY BILL
REDUCTIONS



THE CHALLENGE: GRID VULNERABILITY



**Escalating Peak
Demand Tariffs**

**Proactive
Wildfire Grid
Shutdowns
from Holy Cross
Energy**

**Population
Growth Strain
on Grid**

**High-Impact
Municipal
Critical
Facilities Must
Remain
Operational**

THE ESG SOLUTION: SECOND-LIFE BATTERY ENERGY STORAGE SYSTEM

Scope Element 3: ESG will evaluate the addition of Battery Energy Storage Systems (BESS), specifically investigating the technical feasibility of integrating and operationalizing previously non-functional bus batteries for backup power and peak cost reduction.

KEY BENEFITS

100% CARBON
FREE RESILIENCY



STRATEGIC PEAK
SHAVING



CAPITAL COST
SAVINGS





To: Mayor and Town Council

From: Melissa Daruna, Town Manager

Date: June 9, 2026

Agenda Item: Resolution 38, Series 2026 A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing a Member to the Eagle Pool and Ice Rink Capital Committee.

REQUEST: Staff requests Council discuss and appoint a new member to the Eagle Pool and Ice Rink Capital Committee.

BACKGROUND: The Eagle Pool and Ice Rink is a joint committee between the Town of Eagle and Mountain Recreation, as co-owners of the facility. The Committee's role is to oversee a joint fund used to manage capital expenditures for facility maintenance and improvement. The Committee meets at least annually and more as needed for project discussion and decisions.

ANALYSIS: The Town has two members on the committee, one staff member currently assigned to Public Works Director Tom Gosiorowski, and one Council member previously assigned to Mayor Turnipseed. With Mayor Turnipseed's completion of his term last year, we now wish to reappoint his seat to another Council member.

COMMUNITY INPUT: None at this time.

BUDGET / STAFF IMPACT: None.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: This request aligns with the Council's objectives to maintain and modernize facilities and infrastructure.

RECOMMENDED ACTION OR PROPOSED MOTION: Motion to approve Resolution 38, Series 2026, A Resolution of the Town Council of the Town of Eagle, Colorado Appointing a Member to the Eagle Pool and Ice Rink Capital Committee.

ATTACHMENTS:

1. Resolution 38 - 2026 Appointing Member to Eagle Pool & Ice Rink Capitol Committee

**TOWN OF EAGLE, COLORADO
RESOLUTION NO. 38
(SERIES 2026)**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, APPOINTING A MEMBER TO THE EAGLE POOL AND ICE RINK CAPITAL COMMITTEE.

WHEREAS, the Town Council has several boards and commissions requiring participation from council members; and

WHEREAS, the Eagle Pool and Ice Rink Capital Committee is a joint committee between Mountain Recreation and the Town of Eagle; and

WHEREAS, a vacancy was created when Mayor Scott Turnipseed completed his term on Town Council; and

WHEREAS, the Town Council has discussed and selected _____ to fill the vacancy and serve on the committee; and

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

Section 1. The Town Council appoints _____ to serve on the Eagle Pool and Ice Rink Capital Committee

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Town Council of the Town of Eagle, Colorado, held on June 09, 2026.

TOWN OF EAGLE, COLORADO

By: _____
Bryan Woods, Mayor

ATTEST:

Camille Deering, Town Clerk



To: Mayor Woods and Town Council

From: Nikki Davis, Economic Development & Housing Specialist

Date: June 9, 2026

Agenda Item: Resolution 41, Series 2026, "A Resolution of the Town Council of the Town of Eagle, Colorado, Approving Certain Town-Owned Properties for Advancement Through the Eagle Downtown Development Authority Petition Process Pursuant to C.R.S 31-25-822."

REQUEST: Staff requests the Town Council review and approve an updated recommended list of Town-owned properties to advance into a future petition package for inclusion into the Eagle Downtown Development Authority (DDA) district.

BACKGROUND: On May 26, 2026, Town Council approved Resolution 34-2026 authorizing staff to evaluate all Town-owned properties adjacent to or capable of connection to the existing DDA boundary for potential inclusion. This agenda item presents the results of that evaluation.

Since that time, staff has reviewed approximately 115 Town-owned parcels identified through Eagle County GIS and Assessor records and screened them against the statutory adjacency and connectivity requirements for inclusion. Based on that review, 23 parcels are recommended for further consideration. A parcel inventory list (Exhibit A) and a draft map are included under Attachments.

ANALYSIS: The Council may choose to move forward with all 23 recommended parcels or direct staff to remove specific properties from the list. Following Council direction, staff will prepare the necessary petition materials for consideration by the DDA Board at their next regularly scheduled meeting. The staff will work with a local title company to verify and gather documentation of ownership.

COMMUNITY INPUT: Not applicable.

BUDGET/STAFF IMPACT: There is no immediate fiscal impact associated with this action. Staff time associated with preparation and processing of the petitions is anticipated to be administrative. Future redevelopment opportunities on any included properties would be evaluated on a project-specific basis, including consideration of associated infrastructure, maintenance, and fiscal impacts for the Town.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: By supporting strategic reinvestment opportunities within and adjacent to the downtown core, the Town is positioning itself for more proactive and coordinated economic development efforts.

RECOMMENDED ACTION OR PROPOSED MOTION: The Council is requested to choose one from the following proposed motions:

Option 1: A motion to approve Resolution 41, Series 2026, approving certain Town-owned properties for advancement through the Eagle Downtown Development Authority Petition Process Pursuant to C.R.S. 31-25-822.

Option 2: A motion to approve Resolution 41, Series 2026, approving certain Town-owned properties for advancement through the Eagle Downtown Development Authority petition process pursuant to C.R.S. 31-25-822, with the exception of Site Number(s) _____, which are hereby removed from further consideration.

ATTACHMENTS:

1. Resolution 41, Series 2026
2. Exhibit A: Parcel Inventory List
3. DRAFT DDA Boundary Map

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 41
(Series of 2026)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
APPROVING CERTAIN TOWN-OWNED PROPERTIES FOR ADVANCEMENT
THROUGH THE EAGLE DOWNTOWN DEVELOPMENT AUTHORITY PETITION
PROCESS PURSUANT TO C.R.S. 31-25-822

WHEREAS, the Eagle Downtown Development Authority (“DDA”) was established by the Town Council of the Town of Eagle, Colorado pursuant to Ordinance No. 25, Series 2020; and

WHEREAS, Colorado Revised Statutes Section 31-25-822 authorizes the inclusion of additional property into an existing downtown development authority district through a petition process initiated by the fee owner(s) of the property proposed for inclusion; and

WHEREAS, on May 26, 2026, Town Council approved Resolution 34, Series 2026, authorizing staff to evaluate all Town-owned properties adjacent to or capable of connection to the existing DDA boundary for potential inclusion; and

WHEREAS, staff reviewed approximately 115 Town-owned parcels identified through Eagle County GIS and Assessor records, screened them against the statutory requirements established by C.R.S 31-25-822, and prepared a recommended list of Town-owned properties attached hereto as Exhibit A for consideration by Town Council for advancement through the DDA petition process; and

WHEREAS, in authorizing advancement of the properties identified in Exhibit A through the DDA petition process, the Town Council is acting in its capacity as proprietor and fee owner of the subject properties, and not in its regulatory capacity as the governing body responsible for future consideration of any ordinance amending the DDA boundary; and

WHEREAS, approval of Resolution 41, Series 2026 does not itself amend the DDA boundary, approve inclusion of the properties, create a new tax, or obligate the Town to undertake improvements; and

WHEREAS, any future inclusion of the properties into the DDA district shall require subsequent review and recommendation by the DDA Board and formal approval by Town Council through adoption of an ordinance amending the DDA boundary.

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

Section 1. Town Council hereby approves the Town-owned properties identified in Exhibit A, as presented or as amended by Town Council, for advancement through the Eagle Downtown Development Authority petition process.

Section 2. Town Council authorizes staff acting on behalf of the Town as fee owner of the subject properties, to prepare and submit a package of petitions for inclusion.

Section 3. Nothing in this Resolution shall be construed as final approval of inclusion of any Town-owned property into the DDA district or as prejudgment of any future ordinance amending the DDA boundary. Any such inclusion shall require subsequent consideration and recommendation by the DDA Board and formal approval by Town Council through adoption of an ordinance amending the DDA boundary.

INTRODUCED, READ, PASSED AND ADOPTED ON JUNE 9, 2026.

TOWN OF EAGLE, COLORADO

Bryan Woods, Mayor

ATTEST:

Camille Deering, Town Clerk

EXHIBIT A

Site #	Account #	Parcel #	Owner	Situs Address	Legal
1	R019410	193932400003	TOWN OF EAGLE	000105 GRAND AVE	Section: 32 Township: 4 Range: 84 PCLIN SE1\4 BK-0376 PG-0168 QCD 12-20-83 BK-0482 PG-0148 SD 04-12-88 BK-0600 PG-0489 QCD 01-15-93 R808502 BSD 09-18-02
2	R043418	193932402006	TOWN OF EAGLE	100 FAIRGROUNDS RD	Subdivision: EBY CREEK SUBDIVISION Block: 2 EAGLE RIVER PARK
3	R049033	193932423003	TOWN OF EAGLE		Subdivision: EAGLE INTERCHANGE SOUTH TRACT A (OPEN SPACE) R700877 MAP 06-24-99 R700879 DEC 06-24-99
4	R049437	193932425003	TOWN OF EAGLE		Subdivision: NOCK SUBDIVISION TRACT A PUBLIC RIGHT-OF-WAY R708452 MAP 09-14-99
5	R065459	193932425005	TOWN OF EAGLE	EBY CREEK RD	Subdivision: NOCK SUBDIVISION Lot: 2 PART OF R708452 MAP 09-14-99 R787318 EAS 02-27-02 R900625 QCD 12-08-04 R900627 QCD 12-08-04
6	R065482	193933300023	TOWN OF EAGLE	HWY 6	Tract: 45 Section: 33 Township: 4 Range: 84 PCLIN
7	R039993	193933302003	TOWN OF EAGLE	CHURCH ST	Subdivision: EAGLE Block: 7 Lot: 1 AND:- Lot: 2 R924327 SWD 07-27-05
8	R039994	193933302004	TOWN OF EAGLE	CHURCH ST	Subdivision: EAGLE Block: 7 Lot: 3 THRU:- Lot: 6 R723829 QCD 02-29-00 R723831 QCD 02-29-00 R724076 QCD 02-29-00
9	R039680	193933308002	TOWN OF EAGLE	000417 E SECOND ST	Subdivision: EAGLE Block: 1 Lot: 1 THRU:- Lot: 5 R924327 SWD 07-27-05
10	R039990	193933308005	TOWN OF EAGLE		Subdivision: EAGLE Block: 1 Lot: 6 THRU:- Lot: 8 BK-0604 PG-0175 WD 03-10-93 R723829 QCD 02-29-00 R723831 QCD 02-29-00 R724076 QCD 02-29-00
11	R039989	193933308004	TOWN OF EAGLE		Subdivision: EAGLE Block: 1 Lot: 9 AND:- Lot: 10 BK-0603 PG-0789 WD 03-10-93 R804021 WD 08-08-02
12	R055435	193933320037	TOWN OF EAGLE		Subdivision: BLUFFS AT EAGLE TRACT B (OPEN SPACE)
13	R055522	193933403001	TOWN OF EAGLE		Subdivision: BLUFFS AT EAGLE TRACT C (OPEN SPACE)
14	R055399	193933327001	TOWN OF EAGLE		Subdivision: BLUFFS AT EAGLE TRACT A (OPEN SPACE)
15	R041510	193933314003	TOWN OF EAGLE	NOGAL RD	Subdivision: NORTH BANK TRACT C (PT OF)
16	R041514	193933314006	TOWN OF EAGLE	NOGAL RD	Subdivision: NORTH BANK NOGAL RD R.O.W.
17	R056996	193933331002	TOWN OF EAGLE		Subdivision: LOFTS ON EAGLE RIVER TRACT B R928020 MAP 08-31-05
18	R043417	193932421002	TOWN OF EAGLE	POND RD	Subdivision: EBY CREEK SUBDIVISION Block: 3 OPEN SPACE
19	R043416	193932421001	TOWN OF EAGLE	POND RD	Subdivision: EBY CREEK SUBDIVISION Block: 3 OPEN SPACE
20	R043415	193932101006	TOWN OF EAGLE	POND RD	Subdivision: EBY CREEK SUBDIVISION Block: 3 OPEN SPACE
21	R043414	193932101005	TOWN OF EAGLE	EBY CREEK RD	Subdivision: EBY CREEK SUBDIVISION Block: 4 OPEN SPACE
22	R065357	193932108005	TOWN OF EAGLE		Subdivision: EAGLE INTERCHANGE Lot: 1 PART OF
23	R065474	193932109005	TOWN OF EAGLE	MARKET ST	Subdivision: EAGLE INTERCHANGE Lot: 2 PART OF

DRAFT

Legend

-  Water
-  Roads
-  Town of Eagle Boundary
- DDA Boundaries
 -  DDA
 -  Potential DDA
 -  Non-DDA

DISCLAIMER:

The DDA information shown on this map is provided as a public resource for general purposes only. The representation of locations on the map cannot be substituted for actual legal surveys. Use of this information is the sole responsibility of the user and the Town of Eagle assumes no liability with the use or misuse of the information.



Town of Eagle

Created: 06-05-2026 (GRD)

Source: Eagle County Assessor, 2025

Town of Eagle DDA Boundary Map

0 0.13 0.25 0.5 Miles



To: Mayor Woods and Town Council
From: Melissa Daruna, Town Manager
Date: June 9, 2026
Agenda Item: Resolution 42, Series 2026 – A Resolution of the Town Council of the Town of Eagle, Colorado, Adopting the Town of Eagle 2026 Strategic Plan

REQUEST: Staff requests Town Council review and adopt the updated 2026 Strategic Plan.

BACKGROUND: The Town of Eagle's last strategic plan concluded in 2025. In February 2026, the Town Council and Town Manager began working with Government Performance Solutions, Inc. to draft the next 5-year strategic plan.

The consultants conducted research of prior plans and community surveys, held interviews with staff and Council members, and facilitated focus groups with advisory committee representatives. This background information was then summarized and provided to the Town Council at a 2-day strategic planning retreat held on April 27 & 28. The retreat resulted in draft objectives, strategies and initiatives to comprise the next 5-year plan.

At the May 26, 2026 Town Council meeting the consulting team presented the draft strategic plan. Following additional discussion and feedback, staff revised some initiatives and timing for the final draft presented tonight.

ANALYSIS: The 2026 Strategic Plan brings greater focus and clarity to the town's operations, funding strategies and projects over the next 5 years. With a revised mission, vision and values statement, four major objectives and just over 20 initial strategies, the plan envisions an Eagle that supports a thriving and connected community.

Staff have continued to refine the initiatives and timing throughout the plan. A few key updates from the last draft include:

- A slight reduction in the number of initiatives slated to begin in 2026. Staff focused on projects that are already scheduled in this year's workplan or are in progress. The projects that are now shifting to start in 2027 are:
 - Infrastructure grant strategy
 - Downtown density solutions
 - Full-time residential occupancy solutions
- Some 2026 initiatives were also shifted to start in Q4 rather than Q3. These include:
 - Tap fee structure revisions

- Employee retention strategy
- We revised “priority-based budgeting” to reflect the desired outcomes of more priority focused budgeting without completely revising our budgeting process.
- Reordered some action items to support workflow.
- Added an initiative in the Enable Community Vitality objective to Establish a Community / Civic Brand. Initial planning is scheduled to begin in Q4 2026.

The Plan includes an accountability framework that establishes a regular cadence for internal staff tracking (monthly), reports to Town Council (quarterly) and an annual check-in where staff and Council can collectively make modifications to the initiatives and timelines. Quarterly reports will begin this year, and the first annual check-in will take place in early 2027.

The appendix of the Plan includes a list of ideas and priorities that were discussed but were placed in the “bike rack” for future consideration. Staff recommends these initiatives also be revisited during the annual check-in.

Staff believes this Plan positions the Town to make progress on economic development, housing, sustainability and community vitality while maintaining the close-knit community feel of Eagle.

Finally, staff look forward to sharing the Plan with the community. We will have initial information available at Flight Days, followed by a community meeting in July. Launching a civic branding initiative in early 2027 will also serve to keep up momentum and community engagement around the Plan.

COMMUNITY INPUT: There is no additional community input at this time.

BUDGET/STAFF IMPACT: There is no additional budget request or impact.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: This new plan will help evolve and redefine the strategic goals for the Town.

RECOMMENDED ACTION OR PROPOSED MOTION:

- Motion to APPROVE Resolution 42, Series 2026 – A Resolution of the Town Council of the Town of Eagle, Colorado, Adopting the Town of Eagle 2026 Strategic Plan

ATTACHMENTS:

- Town of Eagle 2026 Strategic Plan
- Resolution 42, Series 2026 – A Resolution of the Town Council of the Town of Eagle, Colorado, Adopting the Town of Eagle 2026 Strategic Plan

Town of Eagle



5 Year Strategic Plan

Envisioning Futures
Custom Solutions
Beyond the Drawing Board

Contents

- Town of Eagle Strategy Map
- Roadmap and Implementation Plans
- Accountability Framework
- Next Steps
- Appendix
 - Parking Lot Ideas for Projects/Initiatives
 - Findings from Stakeholder Analysis



Document Purpose

This slide deck serves as the Town of Eagle's integrated strategic plan deliverable, bringing together the core outputs developed through the GPS-facilitated planning process.

This work was initiated following the election of new Council members and the close of the Town's prior five-year strategy. The intent was to help Council and staff establish a focused set of priorities for the next five years, align around what success looks like, and define practical action plans that support clear implementation.

The deck houses four connected deliverables:

- **Strategy Map:** The Town's strategic priorities and desired outcomes
- **Roadmap:** The sequencing and timing of major initiatives
- **Initiative Implementation Plans:** The action-level detail needed to get priority initiatives off to a strong start.
- **Accountability Framework:** The cadence and structure for monitoring progress, reporting updates, and revisiting priorities over time



Town of Eagle Strategy Map



Building the Strategic Foundation

- On day 1 of the retreat, the Town refined its mission, vision, and values to better reflect Eagle's identity, direction, and aspirations.
- This refreshed foundation now serves as the guidepost for the Town's strategic objectives and the initiatives that will advance them.
- The outcome of this early work is the **Town of Eagle Strategy Map**, a one page view of the strategy that connects the Town's purpose, priorities, and projects in a clear and actionable way.

Footnote

Mission defines the Town's purpose today.

Vision describes the future it seeks to create.

Values define the principles that guide decisions, behavior, and service delivery.



Town of Eagle - Strategy Map

MISSION	Care for our places and people, steward our resources, and enable responsible growth.				
VISION	A close-knit mountain community where families thrive, businesses prosper, and the outdoors shapes daily life.				
VALUES	Stewardship	Collaboration	Adventure	Legacy	Efficiency
MAJOR OBJECTIVES	Invest in Economic Development	Enable Community Vitality	Maintain & Modernize Critical Infrastructure	Improve Town Operations	
INITIATIVES	- Downtown Density Strategy - Incentivize Commercial Property Activation - Tap Fee Incentives - Community Housing Solutions & Incentives - Broadband Marketing	- Establish a civic brand - Resident Affordable Housing - Full-Time Residential Occupancy Incentives - Eagle River Corridor Plan - Event Cost Recovery - Downtown Lodging Development	- Grand Avenue Improvements - Infrastructure Grant Strategy - Facilities & Infrastructure Funding - First/Last Mile Transportation - Waste Diversion & Recycling - Public Safety Infrastructure	- Street & Frontage Funding - Priority Based Budgeting - TylerTech Implementation - Employee Retention Strategy	



Values

- **Stewardship** - *Caring for our resources, places, and future.*
- **Collaboration** - *Working together inclusively and in service of each other.*
- **Adventure** - *Embracing possibility, action, and the mountain spirit.*
- **Legacy** - *Honoring our roots while building for generations to come.*
- **Efficiency** – *Delivering fiscally responsible results with focus and clarity.*



Roadmap and Implementation Plans



From Strategic Direction to Strategic Action

On day 2 of the retreat, Council shifted from strategic direction to strategic action, brainstorming and prioritizing the initiatives most critical to advancing the Town's aspirations.

Through this work, the four strategic objective areas took shape:

- Invest in Economic Development
- Enable Community Vitality
- Maintain and Modernize Critical Infrastructure
- Improve Town Operations

Following prioritization, Council worked in teams to develop implementation plans for each of the 20 priority initiatives, translating strategic intent into early action steps, ownership, and timing considerations.

The outputs of day 2 are captured in the **Strategy Roadmap** and **Initiative Implementation Plans** that follow, providing a practical bridge from the Town's strategy map to execution.



Town of Eagle Strategy Roadmap by Objective Area

Initiative	Q3 2026	Q4 2026	Q1 2027	Q2 2027	Q3 2027	Q4 2027	Q1 2028	Q2 2028	Q3 2028	Q4 2028	2029+
Determine Solution to Increase Density in the Downtown Core											
Incentivize Commercial Property Activation											
Explore Tap Fee Structure & Incentives											
Create Community Housing Solutions & Incentives											
Market the Town Broadband (Thor Line)											
Establish a Community / Civic Brand											
Expand Affordable Housing for Residents											
Assess Incentives for Full-Time Residential Occupancy for Housing											
Revise Eagle River Corridor Plan											
Establish Event Cost Recovery & Staffing Support											
Advance Downtown Lodging Development											
Plan and Phase Grand Avenue Improvements											
Strengthen Infrastructure Grant Strategy											
Plan Facility Renewal & Infrastructure Funding											
Advance First & Last Mile Transportation Options											
Expand Waste Diversion & Recycling Requirements											
Assess Public Safety Infrastructure											
Evaluate Street and Frontage Impact Funding strategies											
Refocus Annual Budgeting on Strategic Plan Priorities											
Resource TylerTech and Process Improvement Implementation											
Build and Implement an Employee Retention Strategy											

Town of Eagle Strategy Roadmap Sequenced

Initiative	Q3 2026	Q4 2026	Q1 2027	Q2 2027	Q3 2027	Q4 2027	Q1 2028	Q2 2028	Q3 2028	Q4 2028	2029+
Refocus Annual Budgeting on Strategic Plan Priorities											
Market the Town Broadband (Thor Line)											
Establish Event Cost Recovery & Staffing Support											
Plan Facility Renewal & Infrastructure Funding											
Establish a Community / Civic Brand											
Explore Tap Fee Structure & Incentives											
Build and Implement an Employee Retention Strategy											
Plan and Phase Grand Avenue Improvements											
Incentivize Commercial Property Activation											
Advance First & Last Mile Transportation Options											
Resource TylerTech and Process Improvement Implementation											
Expand Waste Diversion & Recycling Requirements											
Determine Solution to Increase Density in the Downtown Core											
Assess Incentives for Full-time Residential Occupancy for Housing											
Expand Affordable Housing for Residents											
Strengthen Infrastructure Grant Strategy											
Create Community Housing Solutions & Incentives											
Assess Public Safety Infrastructure											
Evaluate Street and Frontage Impact Funding Strategies											
Revise Eagle River Corridor Plan											
Advance Downtown Lodging Development											

Invest in Economic Development

Implementation Plans



Determine Solution to Increase Density in the Downtown Core

Objective & Action	Owner	ETA
Staff and Planning & Zoning will review and propose revision of OTR density and acre cap requirements.	Community Development and Planning & Zoning	Q1 2027*
Staff and Planning & Zoning revise CMU-1, Broadway, and OTR zoning standards, including setbacks, height, step-backs, and lot coverage.	Community Development and Planning & Zoning	Q2 2027
Staff assess the feasibility of reducing minimum parking requirements in the CMU-1, Broadway, and OTR zones.	Community Development and Planning & Zoning	Q3 2027
Planning & Zoning recommends ordinances to implement parking requirement reforms.	Planning & Zoning Committee	Q4 2027

** Staff aim to begin this process in early 2027 which coincides with the Tyler Technology implementation. The Tyler Technology implementation will be top priority. Code amendments may be shifted to ensure the Tyler launch is successful.*



Incentivize Commercial Property Activation

Objective & Action	Owner	ETA
DDA prioritizes grants for vacant commercial spaces.	DDA	Q4 2026
Staff recommend commercial occupancy incentives or vacancy strategies to Town Council.	Economic Development & Finance	Q2 2027
Staff and Planning & Zoning draft more specific criteria for commercial utilization.	Community Development and Planning & Zoning	Q3 2027
Identify existing Town policy barriers to commercial reactivation.	DDA & Economic Development	Q3 2027
Increase code enforcement related to commercial vacancies.	Building Official & Police Department	Q4 2027



Explore Tap Fee Structure & Incentives

Objective & Action	Owner	ETA
Explore how similar jurisdictions have structured this approach.	Town Manager, Finance & Public Works	Q4 2026
Staff recommend a proposed model to Town Council.	Finance & Public Works	Q1 2027
Draft the ordinance and fee schedule.	Finance & Legal	Q2 2027
Conduct public outreach on the new structure.	Communications & Marketing	Q2/3 2027



Create Community Housing Solutions & Incentives

Objective & Action	Owner	ETA
Explore a 2% RETA on all sales, including first sales, in lieu of some or all LERP requirements. Build a pro forma for to determine correct mid and long-term housing outcomes.	Finance, Community Development & Housing	Q2 2027
Evaluate opportunities to subsidize LERP price-capped units through reduced parking requirements, lower tap fees, and reduced impact fees tied to the price capped units.	Finance, Community Development & Housing	Q4 2027
Establish policies to support LERP price-capped subsidies.	Housing, Town Manager	Q1 2028



Market the Town Broadband (Thor Line)

Objective & Action	Owner	ETA
Develop 1-to-3-year plan to recruit new customers.	IT	Q4 2026
Establish business incentives for new businesses or businesses moving to the downtown cores.	IT & Economic Development	Q4 2026
Update the fee schedule as needed.	Finance & IT	Q4 2026
Market the service to prospective businesses and residential customers.	Communications	Q4 2026
Track installations and profitability.	Finance & IT	Q 3 2026 (ongoing)



Enable Community Vitality

Implementation Plans



Establish a Community / Civic Brand

Objective & Action	Owner	ETA
Develop a civic brand initiative map and include in the 2027 budget.	Town Manager	Q4 2026
Engage with community stakeholder groups including the EVC, MEAC, DDA, Chamber and others to assign roles and expectations for the initiative.	Town Manger, Marketing & Events, Economic Development	Q1 2027
Begin community engagement series on establishing the brand.	Town Manger, Marketing & Events, Economic Development & Communications	Q3 2027
Propose, review and revise the civic brand with the community. Finalize and prepare for launch the following year.	Town Manger, Marketing & Events, Economic Development & Communications	Q 4 2027



Expand Affordable Housing for Residents

Objective & Action	Owner	ETA
Establish a dedicated housing fund, if needed.	Finance & Housing	Q1 2027
Explore dedicated revenue sources, including 50% of RETA from Haymeadow and Red Mountain Ranch. Also explore General Fund transfers, similar to Open Space, and land banking.	Finance, Housing & Council	Q2 2027
Once funding is secured, partner with community organizations on housing assistance programs in exchange for price-capped deed restricted units, including mortgage buy-downs.	Housing	Q4 2027
Update Title 4 of the LUDC to explore appropriate resident occupancy and price-capped mixed percentages within LERP.	Town Manager	Q1 2028
Collaborate with HOAs to amend PUDs to allow ADUs as a use by right.	Town Attorney	Q2 2028



Revise Eagle River Corridor Plan

Objective & Action	Owner	ETA
Identify partners and contacts for the fairgrounds, Eagle County, private property owners and community partners.	Town Manager	Q1 2028
Review the existing plan for feasibility under current conditions.	DDA, Public Works & Community Development	Q2 2028
Engage a consultant to assist with the plan revision, as needed.	Town Manager, Community Development	Q2 2028
Conduct public engagement to inform a new vision. Include CPW and BLM as constituents.	Community Development	Q3 2028
Draft an updated plan with County, partner and landowner input.	Community Development	Q3 2028
Adopt the updated plan through Town Council.	Council	Q4 2028



Establish Event Cost Recovery & Staffing Support

Objective & Action	Owner	ETA
Identify potential events and the Town support required.	Events	Q3 2026
Estimate required staff support hours by role.	Events, Public Works & Police Department	Q3 2026
Establish a budget for Town event support.	Events, Finance & Council	Q4 2026
Invoice event organizers and collect reimbursement for additional events outside of budgeted support.	Finance & Events	2027 +



Advance Downtown Lodging Development

Objective & Action	Owner	ETA
Identify appropriate parcels for downtown lodging development.	DDA & Economic Development	Q1 2029
Evaluate ideal development scenarios for the identified parcels.	Economic Development, Public Works, Community Development & DDA	Q2 2029
Update Chapter 4 and the LUDC to enable lodging development.	Community Development	Q4 2029
Engage lodging developers to recruit a development partner. (Refer to Canon City model)	Economic Development	2030 +



Maintain & Modernize Critical Infrastructure Implementation Plans



Plan and Phase Grand Avenue Improvements

Objective & Action	Owner	ETA
Evaluate closing 2nd Street to create a pedestrian and / or creative district. Hold conversations with business owners to determine outcomes and participation in successful activation of the site.	DDA	Q4 2026
Negotiate the Brush Creek right of way.	Town Manager & Public Works	Q1 2027
Hire a funding strategy consultant to estimate costs, and assess feasibility for the Grand Ave. project.	Town Manager & Public Works	Q2 2027
Evaluate and right-size the Grand Ave. scope of work based on the funding strategy.	Public Works	Q4 2027
Complete Phase 1 of Grand Ave. construction.	Public Works	Q1 2029



Strengthen Infrastructure Grant Strategy

Objective & Action	Owner	ETA
Evaluate the effectiveness of the current grant writer beyond transportation focused grants.	Assistant Town Manager, Finance & Public Works	Q1 2027
Issue an RFP for comprehensive grant writing support, including consideration of long-term sustainability strategies, as needed.	Assistant Town Manager & Finance	Q2 2027
Prioritize grant eligible projects and develop a Town grant strategy.	Assistant Town Manager & Finance	Q4 2027



Plan Facility Renewal & Infrastructure Funding

Objective & Action	Owner	ETA
Build funding for this effort into the 2027 budget. Consider Phase 3 of EPC to plan for modernization of certain community infrastructure elements.	Town Manager & Finance	Q3/Q4 2026
Issue an RFP for consultant support to develop a facility maintenance plan.	Public Works & Community Development	Q1 2027
Begin maintenance planning and budgeting for current facilities.	Public Works & Finance	Q2 2027
Develop the facilities plan, bring it to Council, and determine the next steps for a needs assessment.	Public Works	Q4 2027
Evaluate Ballot Initiative for Infrastructure Funding		
Initiate a capital study to evaluate a potential ballot measure for infrastructure modernization.	Town Manager, Sustainability & Finance	<i>Needs Confirmation</i>
Identify 1 to 2 specific infrastructure investments for potential funding.	Public Works & Finance	<i>Needs Confirmation</i>
Conduct stakeholder engagement on the proposed funding approach.	Town Manager, Assistant Town Manager, Communications	<i>Needs Confirmation</i>
Conduct public polling.	Town Manager	<i>Needs Confirmation</i>
Engage bond counsel, Council, and financial analyst.	Finance	<i>Needs Confirmation</i>



Advance First & Last Mile Transportation Options

Objective & Action	Owner	ETA
Gather local market data on successful transportation approaches.	Sustainability	Q4 2026
Reach out to peer towns to understand their models and lessons learned.	Sustainability	Q1 2027
Host presentations with Town Council and working sessions with the community on vendor and service options and locations to address first and last mile transportation needs.	Sustainability	Q3 2027
Launch selected transportation solutions.	Sustainability, Public Works, Community Development, Communications	Q1 2028 (rides beginning in Spring 2028)



Expand Waste Diversion & Recycling Requirements

Objective & Action	Owner	ETA
Build a complete understanding of State producer responsibility requirements and refund program.	Sustainability	Q4 2026
Meet with the Town of Avon and Town of Vail to understand their requirements and approaches.	Sustainability	Q1 2027
Draft Town-wide recycling requirements for HOAs, multifamily housing, and commercial properties.	Sustainability & Legal	Q2 2027
Research requirements and options for multifamily housing composting.	Sustainability	Q1 2028



Assess Public Safety Infrastructure

Objective & Action	Owner	ETA
Build funding for additional facility and department growth planning into the 2028 budget.	Town Manager, Police Department & Finance	Q3/Q4 2027
Assess the feasibility of investing in public safety infrastructure following budget review and update facility needs assessment accordingly.	Town Manager, Police Department & Finance	Q1 2028



Improve Town Operations Implementation Plans



Assess Incentives for Full-Time Residential Occupancy

Objective & Action	Owner	ETA
Join CAST. (Budget membership in 2027)	Council & Town Manager	Q1 2027
Engage State representatives on potential State support for vacancy solutions.	Council	Q1 2027
Conduct a review of residential vacancy solutions, including where they have and have not been successful.	Town Manager, Town Attorney & Housing	Q2 2027
Evaluate whether an RHA could serve as a vehicle for a vacancy solutions.	Town Manager & Housing	Q2 2027
Assess legal feasibility, including constitutional, equal protection, taxation authority, and uniformity issues.	Town Attorney	Q3 2027
Issue an RFP for consultant support related to a potential ballot question.	Town Manager & Housing	Q4 2027



Evaluate Street and Frontage Impact Funding

Objective & Action	Owner	ETA
Explore funding options and General Improvement District structures.	Town Attorney & Public Works	Q1 2028
Conduct a nexus study on comparable policies and options, potentially as part of the facility needs assessment.	Public Works & Finance	Q2 2028
Establish the necessary districts or policy to implement a funding strategy.	Town Manager & Town Attorney	2029
Adopt new funding strategies or fee schedules as needed.	Town Council	2029



Refocus Annual Budgeting on Strategic Plan Priorities

Objective & Action	Owner	ETA
Revise budget documents and tracking tools.	Finance	Q3 2026
Work with staff evaluate budgeting approaches and refocus resources on desired outcomes for each year.	Finance & Town Manager	Q3 2026
Establish an annual cycle for setting priorities for the next budget.	Finance	Q4 2026
Hold a budget work session before staff begin developing their budget workbooks in subsequent years.	Finance & Council	Q2 2027



Resource TylerTech and Process Improvement Implementation

Objective & Action	Owner	ETA
Use DOLA funding to add staff capacity for system migration and workflow setup.	Community Development, IT, & Consultant	Q4 2026
Evaluate current processes and eliminate unnecessary steps before implementation.	Community Development, Public Works, Finance, Housing & IT	Q1 2027
Create workflows, automations, and AI-enabled tools.	Community Development, Public Works & IT	Q2 2027
Go live with the new system and processes.	Community Development, Public Works, Housing, Finance & IT	Q4 2027



Build and Implement an Employee Retention Strategy

Objective & Action	Owner	ETA
Conduct an employee satisfaction survey and identify key retention needs.	Town Manager & HR	Q4 2026
Establish outcomes and tangible KPIs to track the success of the retention strategy.	Town Manager & HR	Q1 2027
Evaluate pay and benefits ahead of the 2027 or 2028 budget cycle.	HR & Department Leads	Q3 2026 Q2 2027
Explore internship and partnership opportunities to strengthen the talent pipeline.	HR	Q2 2027
Build appropriate pay and benefit adjustments into the 2028 budget cycle.	Town Manager & HR	Q3 2027
Promote pay, culture, and benefits to potential recruits, and evaluate where contract roles could be converted to non-contract positions.	HR & Marketing	Q1 2028

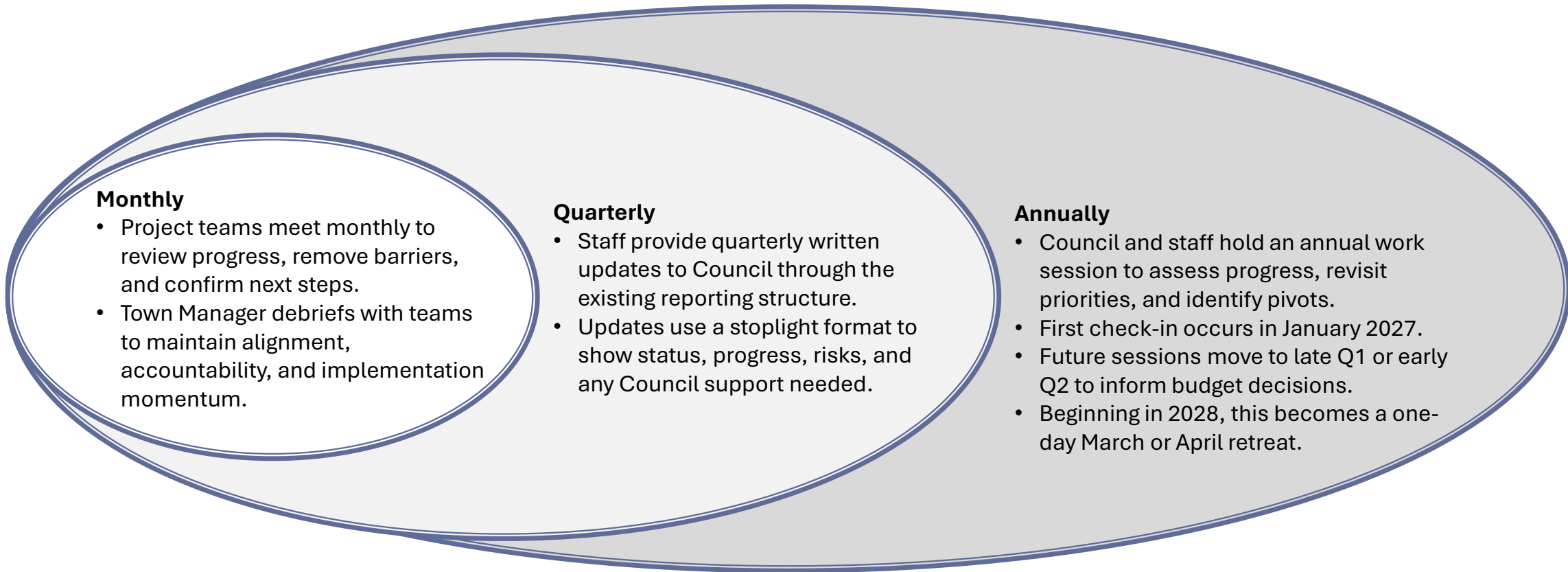


Accountability Framework



Town of Eagle Strategic Plan Accountability Framework

At the close of the retreat, Council developed a strategic plan accountability framework to support disciplined implementation and sustained alignment. The framework defines how progress will be monitored, how updates will flow to Council, and when the Town will formally revisit priorities, resource needs, and opportunities to pivot.

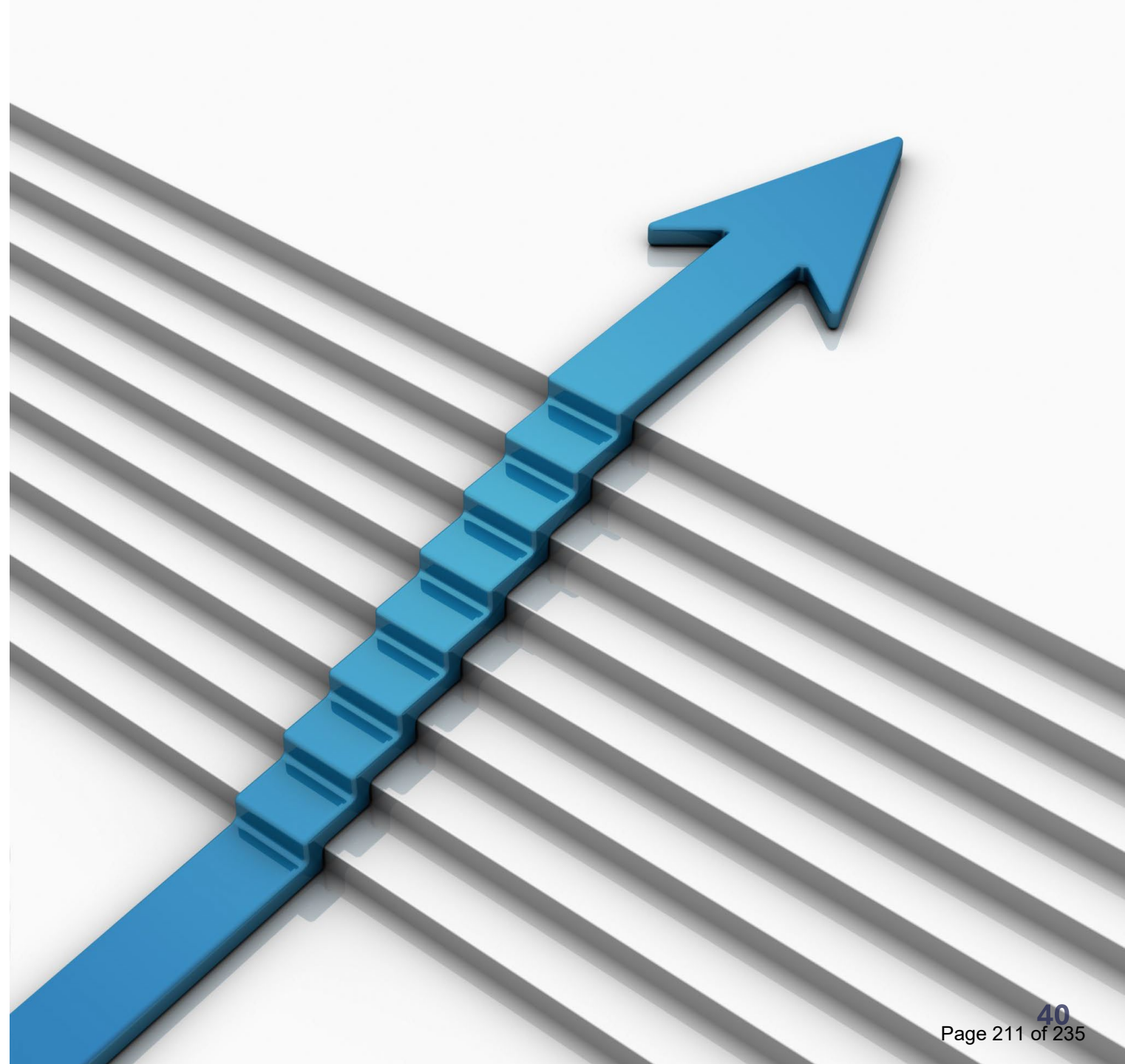


Next Steps



Next Steps

- **May 26 - Review with Council -** Confirm final priorities, language, and direction.
- **Develop SMART goals -** Define/refine specific outcomes and measures for each initiative.
- **Socialize with staff -** Share the “why,” priorities, and how staff will contribute.
- **Begin implementation -** Launch priority initiatives and manage progress through the accountability framework.



Thank you!

Government Performance Solutions, Inc.

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Appendix



Parking Lot – Ideas for Initiatives that Were Not Prioritized

Branding/Communications

- *Engage the community to support defining ToEs brand (1 vote)*
- *“Give a darn” (6 votes)*
- Communicate infrastructure needs to public as Capitol St. finishes

Budgeting

- *Cut unnecessary spending (1 vote)*

Infrastructure

- *Street/sidewalk pavement project (2 votes)*
- Explore building a new grocery store

Transportation

- In Town circulator
- Micro-transit solutions

Housing

- Consider participation in Regional Housing Authority

Workforce Housing

- *Expand current path to ownership programs (4 votes)*
- *Determine workforce housing unit need (3 votes)*
- Explore PPPs for workforce housing
- Invest in non-town owned properties
- Partner on grant opportunities
- Housing ombudsperson

Committees

- *Address overlapping/redundant committees – EVC and MEAC (2 votes)*

Lean/QI

- Create a Lean program for town operations

IT

- Invest in cleaning up our Data/IT infrastructure



Parking Lot – Ideas for Initiatives that Were Not Prioritized

Sustainability

- *Responsible land management – Xeric scaping, eliminating toxins from open spaces, ground water monitors (3 votes)*
- *All electronic building code policy (1 vote)*
- Internal decarbonization
- Explore ROI of geothermal energy

Recreation & Tourism

- *Capitalize on trail system (1 vote)*
- *Align events with anticipated increased of visitors to the area– hunting season, anglers, off-road vehicle enthusiasts (1 vote)*
- More events to the River Park

Economic Development

- *Establish a creative arts district (3 votes)*
- *Split CMU zone district (3 votes)*



Recent Changes Shaping Eagle's Future

- **Expanded Scope:** Home Rule Charter allowed Town to broaden its service obligations including broadband, open space, and sustainability programming.
- **Regulatory Burden:** State mandates (SB 215, HB 1250, wildfire resiliency codes) have added unfunded compliance workloads across Public Safety and Community Development.
- **Land Use Reform:** New Land Use Development Code (“Recode”) adopted — a positive step, but requires refinement. Permitting processes remains slow and developer-unfriendly, leading to lost business to neighboring communities.
- **Fiscal Slowdown:** Budget revenue growth is now running at ~5%, down from 15% in prior periods, increasing structural fiscal pressure across all departments.
- **New Leadership Alignment:** New council elected in 2025 with greater alignment on infill development and economic vitality priorities, signaling a more cohesive strategic direction.
- **Service Complexity:** Growing demand for services while revenue growth has plateaued.



What's Working — Strengths Across All Sources

Community & Place

- **Sense of place:** Eagle's small-town character, mountain culture, historic buildings, and old town identity are irreplaceable assets cited by nearly every participant
- **Outdoor recreation:** World-class trail systems, Eagle River, Sylvan Lake, mountain bike network, Brush Creek sports complex, and the 40-acre rec campus (pool/ice rink) define Eagle's appeal
- **Community events:** Thursday Night Music, Xmas on Broadway, Rodeo Rink, Mushroom Festival, block party, and Flight Days are community anchors with strong attendance
- **Family-oriented:** Bikeable safe routes to schools, low vacancy rate, few STRs, and a community of mainly year-round local residents
- **Recreation campus:** 40-acre rec campus with pool and ice rink; Eagle County fairgrounds; greenway system; airport proximity
- **Major employers:** Eagle County School District, Eagle County Government, and Vail Health provide economic stability and anchor the local workforce



Organization & Leadership

- **Staff quality:** 'We're good at hiring excellent staff. Our people are our best asset' — expertise, positive team culture, and empowered decision-making cited repeatedly
- **New leadership alignment:** New pro-responsible growth Town Council, new Town Manager, and new Community Development Director seen as a promising reset
- **Collaborative culture:** Flat leadership model; collaborative council-staff relationships; staff deeply invested in community outcomes
- **Advisory committees:** EVC, DDA, OSRAC, MEAC and P&Z provide deep community expertise and serve as bridges between community and Town Hall
- **Partnerships:** Strong interagency and regional partnerships; nonprofit collaborations; robust grant-writing track record
- **Training commitment:** Emphasis on continuing education, leadership development, and professional growth consistently protected even in tight budget seasons

What's Getting in the Way — Challenges Across All

Operations & Process

- **Permitting challenges:** The development and permitting process is the single most cited obstacle — slow, siloed, unpredictable, with no clear 'path to yes.' Need more coordination between ComDev, PW, and Building Dept.
- **Technology gaps:** Lack of land use permitting software creates inefficiency; online forms outdated; technology seen as a cost center rather than value-add
- **Communication silos:** Departments seem to operate in silos; no central resource-sharing platform; information flow breaks down between staff levels and across teams
- **Competing priorities:** Workplans routinely disrupted with new work by Q2; state mandates compete with core work; priorities 'seem to change on a whim'
- **Recode needs refinement:** 2023 Land Use Code adapted from front-range suburban models; density standards, tap fees and building separation need Eagle-specific fixes
- **Vision creep:** Without clear strategic pillars, leadership energy fragments; new capital projects created without maintenance funding plans



People, Housing & Fiscal

- **Staff retention:** Cannot compete financially with Vail, Avon, Sheriff, and State Patrol; exiting staff say they cannot afford to live here; housing insecurity across departments
- **Broadway vacancy:** Downtown storefronts sitting empty for years; absentee owners; high business turnover; no walkable vibrancy; railroad access challenges
- **Limited budget:** 'The bank account doesn't support the dream'; budget cuts and staff cuts for 2026; limited reliable/continuous revenue sources
- **Deferred maintenance:** PW deferring ~\$600K in maintenance; roads, water pipes, and police equipment past replacement cycles
- **PD facility needs:** Police Dept. space significantly undersized for industry standard; no funded facility plan
- **High cost of entry:** Water tap fees ~8x actual cost; upfront business costs unsustainable; impact fees mandated at permit rather than actual impact

What's Getting in the Way — Challenges Across All Sources

Council/Leadership

- **Permitting is the top concern:** Long process times; siloed depts.; need "path-to-yes" culture
- **Staffing gap:** Eagle PD; Building Official, ComDev Director, and street tech positions chronically vacant due to housing/pay
- **Budget plateau:** Revenue growth slowed from ~15% to ~5%; payroll and insurance costs rising faster
- **Land use code:** Recode adapted from front-range suburban models; density standards, tap fees, and building separation need Eagle-specific fixes
- **Grand Avenue gap:** 'Grand is not happening' without enormous federal grant; ~\$65M project with no viable local funding path

Staff

- **Vision creep:** conflicting values (growth vs. small town); aversion to change; 'attitude of being Good Enough' dominate over creative solutions
- **Prioritization lacking:** priorities 'seem to change on a whim'
- **Staff retention/ Turnover rate:** cannot compete \$ with other valley municipalities; exiting staff say they cannot afford to live here; line level staff and middle management is a revolving door; budget cuts and staff cuts for 2026
- **Communication:** between departments; no central resource-sharing space; flow breaks down between staff levels
- **Technology:** seen as cost center not value-add; lack of land use permitting software; online forms outdated
- **Limited budget:** and limited reliable revenue; 'the bank account doesn't support the dream'
- **New capital projects:** created without maintenance funding plans; building new infrastructure without operational budget

Stakeholders

- **Broadway is 'dead':** absentee owners, business turnover, no walkable vibrancy; railroad access challenges
- **Permitting:** need culture of 'Get to Yes'; bogged down in box-checking; need faster and true customer service with private sector
- **Housing affordability:** rising non-local/investment ownership; LERP AMI too low; water tap fees 8x actual cost
- **Low tax dollars:** constrain all ambitions; not enough sales-tax-generating entities in town
- **Old culture:** losing key staff if it doesn't improve; referendum vote against approved development scares off outside investment
- **No unique identity:** to differentiate; lack of parking; small not vibrant walkable downtown
- **Sustainability:** commitment worthy but can work against workforce housing and much-needed development
- **Initial cost of entry** for businesses often unsustainable — 'need to let capitalism lead and not fees'



Where We Might Invest- Opportunities Across All Sources

Economic & Downtown Vitality

- **Permitting reform:** Streamline ComDev with TylerTech (launching 2027), process redesign, pre-application roundtables, and a 'path to yes' culture — the highest-leverage near-term action
- **Infill downtown core:** Grow within existing infrastructure footprint; Broadway step-back variance; infill creates sales tax, housing, and vibrancy
- **10-acre Broadway-River parcel:** 10 acres between Broadway and River Park can become a world-class event center for arts, music, and events that bring people to Eagle
- **Sports tourism:** Sports tourism as a sales tax driver; Eagle's outdoor assets can attract regional destination visitors, running/biking races, and signature events
- **Small business ecosystem:** Reduce upfront costs/fees; Business Advancement Program expanding; DDA grants; Eagle Rising grassroots business network gaining momentum
- **East Eagle development:** East Eagle for sports complex, rec campus, or workforce housing — Eagle's best opportunity to compete with Gypsum; water tank at 25% design



Housing, Infrastructure & Partnerships

- **Workforce housing:** West Eagle county-owned land identified; vacancy solution discussion underway; LERP/deed-restriction programs need scaling; Miller Ranch 2.0 partnership potential
- **Regional transit:** CoreTransit expansion to include more Eagle stops (and potentially Gypsum); Eagle as future regional transit center location
- **Broadband asset:** Municipal broadband generating steady installs; internal loan policy (Water-to-Broadband) is a creative financing model worth replicating
- **Placer.ai & data:** Full deployment of Placer.ai mobility data: quarterly reports to Council, sales tax correlation by district, marketing/branding support
- **Climate & sustainability ROI:** Shift from aspirational mandates to highest-ROI sustainability actions: solar expansion, composting, heat pumps, efficiency upgrades
- **Priority-based budgeting:** Align budget with values rather than equal cuts across departments; staff strongly want a priority-based framework going into each budget cycle

Where We Might Invest- Opportunities Across All Sources

Council/Leadership

- **TylerTech rollout:** Agreement signed; 18-month implementation through 2027 will transform permitting, planning, and building
- **Broadway-River connection:** Connect Broadway to Eagle River; 10-acre parcel as world-class event center; hotel/restaurant center of gravity on river
- **East Eagle:** Sports complex, rec campus, or workforce housing on East Eagle site — Eagle's only opportunity to compete with Gypsum
- **Infill downtown:** Existing infrastructure; council aligned; Broadway step-back removal approved — 'a major breakthrough' for downtown vitality
- **Workforce housing tools:** West Eagle county land; LERP/deed restriction scaling; vacancy solution; CAHA/RHA regional partnership; Miller Ranch 2.0
- **Outdoor economy:** Sports tourism; signature outdoor events; trail destination marketing; Sullivan State Park leverage; EGE airport growth



Staff

- **Priority-based budgeting:** Align funding with values, not equal cuts across departments — have a priority-based guide going into budget
- **Cross-dept. collaboration:** Streets + Water/WW, IT + Water/WW, Town Hall + PW
- **Stop-doing analysis:** 'more staff and more funding is not always the answer'
- **Technology & process:** Admin process improvements; LUDC Chapters 4.17 and 4.09 need major updates; lean into tech to modernize
- **Economic partnerships:** Town partnership programs: tax/rent support, permitting support to drive economic growth
- **Community survey:** Survey residents; broaden engagement beyond 'gov-adjacent' groups (HOAs, churches, outside DDA)
- **Communications:** Multi-lingual communications plan (English, Spanish, ASL); improve wayfinding; continued branding focus
- **Grand Avenue support:** Champion Grand Avenue through all phases; ensure roles between citizens, staff, and council

Stakeholders

- **Recreational & event center:** River Park (surfing, concerts, food trucks), running/biking races, sports tourism, Rodeo Rink stays
- **10-acre Broadway-River parcel:** 10 acres Broadway and River Park: potential world-class center for arts, music, and events
- **East & West Eagle:** East Eagle for sports complex or rec campus (not just housing); West Eagle county-owned land for workforce housing — revisit with new Council and TM
- **Downtown infill & redevelopment:** Eagle's core for walkable vibrant downtown; connect river to town; activate parks for events
- **Placer.ai & sales tax goal:** Full Placer.ai deployment: ST correlation by district; set aggressive 10%/year ST growth goal
- **Regional partnerships:** Mountain Recreation partnership (40-acre rec campus, EC Fairground); Vail Health/VVF on Miller Ranch
- **Trust = success:** Build trust public sector & private sector — actual partnerships (developer building workforce housing) or relationships

What Could Go Wrong — Risks Across All Sources

Fiscal & Competitive Risks

- **Gypsum sales tax threat:** Gypsum's new interchange, potential grocery store, and growing commercial base pose an existential threat to Eagle's sales tax base — estimated ~\$1M annual exposure
- **Revenue concentration:** Over-reliance on a small number of retail anchors; limited reliable/continuous revenue sources; revenue growth slowed from ~15% to ~5%
- **Federal funding exposure:** Grand Avenue (~\$65M), wildfire resiliency codes, SB 215/HB 1250 all carry unfunded compliance costs; current environment adds uncertainty
- **Deferred maintenance tipping point:** PW deferring ~\$600K/year; roads, water pipes, police equipment, and PD facility—compounding costs and liability
- **Policy unintended consequences:** Tobacco ban cost ~\$300K/year; fire codes expensive to implement; sustainability mandates can work against workforce housing investment
- **Tourism/resort volatility:** Vail cut \$5M after a bad ski season; resort-adjacent economies create sales tax cyclicalities Eagle doesn't fully control



Organizational & Environmental Risks

- **Talent loss:** experienced officers, building officials, ComDev staff, and engineers gone to higher-paying agencies, degrades service delivery and institutional knowledge
- **Wildfire & climate:** Long-term aridification, WUI regulations, and fire code requirements adding real costs; wildfire risk to community safety, property, and infrastructure
- **Vision drift:** Without 3–5 clear strategic pillars, priorities fragment; 'indecision' and NIMBY voices can delay meaningful progress for years
- **Council-staff cohesion:** keeping up strategic momentum and staff morale
- **Culture erosion:** If compensation, facilities, and workloads remain stagnant, the collaborative culture cited as Eagle's top strength will erode
- **Referendum risk:** A referendum vote against an approved land use development 'scares off outside funding' — risk aversion and political exposure

Proposed Success Measures — Themes Across All Sources

Economic Vitality

- Sales tax revenue growing avg. 10%/year
- % commercial space occupied on Broadway 8+ months/year
- # new businesses opened vs. closed annually
- Permitting turnaround time (application to decision)
- Building permit & inspection response times
- Opening in Gypsum = missed Eagle opportunity

Public Safety & Infrastructure

- Officer retention rate; overtime reliance trend
- PD facility plan milestones and funding progress
- CACP accreditation status maintained
- Capital improvement projects finished on time & on budget
- Deferred maintenance backlog reduction
-  Water rates kept competitive to nearby entities

Housing & Workforce

- # deed-restricted/workforce units added
- Residential vacancy rate trend
- % of staff able to live within 30 miles of Eagle
- Local workforce lives AND works in Eagle (Placer.ai data)
- Employee attrition rates vs. other valley municipalities
- 100 full-time jobs created

Community & Org. Health

- Citizen satisfaction survey — community approval of services
- Community engagement: volunteer numbers and hours
- Employee satisfaction & culture survey results annually
- Parks/trails usage; event attendance and participation
- SMART goals: clear, actionable, time-bound plans
- Reduction in business turnover/closings

**TOWN OF EAGLE, COLORADO
RESOLUTION NO. 42
(Series of 2026)**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
ADOPTING THE TOWN OF EAGLE 2026 STRATEGIC PLAN

WHEREAS, the Town of Eagle’s last 5-year strategic plan was adopted in 2020 and governed priorities through 2025;

WHEREAS, the regular election was held on November4, 2025 and a new Town Council was established;

WHEREAS, the Town Council directed staff to begin the process of establishing a new 5-year strategic plan;

WHEREAS, after soliciting proposals from consultants, the Town Council selected Government Performance Solutions, Inc. to facilitate a strategic planning process;

WHEREAS, the Town Council held a retreat that included review of stakeholder input, prioritization of initiatives and the development of the Strategic Plan on April 27 & April 28, 2026;

WHEREAS, the Town Council reviewed a draft of the Strategic Plan at the May 26, 2026, Town Council Meeting to provide comments that staff incorporated into the document; and

WHEREAS, staff presented a revised draft to the Town Council on June 9, 2026, for adoption.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO that the Town of Eagle 2026 Strategic Plan is adopted as follows:

Section 1. The Town Council hereby adopts the Town of Eagle 2026 Strategic Plan, which is attached hereto, is hereby endorsed by the governing body.

TOWN OF EAGLE, COLORADO

Bryan Woods, Mayor

ATTEST:

Camille Deering, Town Clerk

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

MEMORANDUM

DATE: June 5, 2026
TO: Town Council
FROM: Karp Neu Hanlon, P.C.
RE: Variance and Adjustment Authority Under the LUDC – Comparative Analysis

This memo¹ examines the three mechanisms available under the Town's Land Use and Development Code (LUDC) through which the Town may grant variances from code requirements: (a) zoning variances, (b) design variances, and (c) administrative adjustments. It also discusses which categories of development applications are eligible for relief, what criteria an applicant must satisfy to obtain approval, and who makes the final approval. The memo also compares the Town's framework against similar provisions for the Town of Vail and the City of Glenwood Springs. A table comparing the code provision language across the three municipalities is attached as Appendix 1.

In summary the Town's adjustment mechanisms are as follows:

1. Zoning variances offer relief from strict application of standard development requirements when exceptional site conditions may otherwise result in undue hardship or practical difficulties;
2. Design variances offer similar relief from design standards arising in the context of subdivision applications; and
3. Administrative adjustments permit set modifications to dimensional and numeric standards with prescribed percentage adjustments (up to 15%, e.g.).

As discussed below, the Town's variance and adjustment framework closely mirrors Glenwood's in both structure and criteria. A key distinction is the Town's design variance is limited to subdivision applications, while Glenwood's extends to all new development and redevelopment. Vail follows a similar approach to the core variance criteria but supplements its zoning variance framework with a set of discretionary factors its planning commission may consider, giving Vail a somewhat broader analytical lens. Both the Town and Glenwood also maintain equivalent adjustment frameworks for specific standards, while Vail's is only available for three limited scenarios.

¹ While Council has directed us to address the call-up and appeal provisions in the LUDC as they relate to variances, we do not believe that topic requires additional discussion and direction, and plan to include these procedural provisions in any ordinance coming out of this discussion.

Zoning Variances

Town's Framework

The Town's zoning variance process is handled by the Planning & Zoning Commission (P&Z) and applies to development permit applications. LUDC § 4.17.080.F. The stated purpose is to provide relief from strict code application when a property has unusual characteristics, but not if the application causes an inconvenience or financial burdens. Applicants must demonstrate conformance with all five of the following criteria:

1. An "exceptional site condition" distinguishing the property from others in the zone district (shape, topography, building configuration, etc.);
2. Strict application of the code would produce "undue hardship," not self-created, and not tied to convenience or financial burden;
3. The variance may not harm the public or violate building/fire codes;
4. The variance cannot "impair the intent or purposes of this LUDC, goals, and policies, including the specific regulation"; and
5. The variance must be the minimum necessary to afford relief.

A notable gap is "undue hardship" is not defined in the Town's code and is used interchangeably with "exceptional hardship." While this may allow for flexibility in how the P&Z exercises its discretion, it may also lead to inconsistent application of the code.

Code Comparison to Vail and Glenwood

The Town's code is nearly identical to Glenwood's including requiring the same five criteria. The only difference is that Glenwood includes the criteria in its purpose statement, while the Town does not.

Vail shares the same core criteria as the Town and Glenwood but adds structural differences: rather than requiring all criteria be met, Vail requires two mandatory criteria plus one of three additional criteria. The mandatory criteria—that a variance may not grant special privileges or be detrimental to public health, safety, and welfare—are absent from the Town's code. The code does not define what constitutes a "special privilege." The additional criteria mirror the Town's hardship and extraordinary conditions considerations, but Vail expressly limits qualifying hardship to unnecessary "physical" hardship and includes considerations for depriving the applicant of privileges enjoyed by others. Again, the code does not define what is a "privilege."

Additionally, Vail's code includes a broader set of discretionary factors the commission may consider in evaluating the variance including surrounding area impacts, uniformity, effects on sunlight/air quality, density, roads, utilities, and public safety, which may give Vail a wider analytical lens than the Town.

Design Variances

Town's Framework

The Town's design variance provision is narrower in scope than its zoning variance, as it applies to subdivisions only, with P&Z or Council as the decision-maker. LUDC § 4.17.100.A. The stated purpose conditions require deviation to either "protect a natural feature or environmentally sensitive area or improve the subdivision design." Applicants must demonstrate conformance with all three of the following criteria:

1. "Exceptional or extraordinary conditions" peculiar to the site, building, or lot configuration;
2. Strict application would result in either "peculiar and exceptional practical difficulties" or "exceptional and undue hardship"; and
3. The variance cannot impair the "intent and purposes of this LUDC."

Unlike Town's zoning variance provision, the design variance section does not explicitly exclude inconvenience or financial burden as qualifying hardships. The language is also vague (e.g., the intent and purposes of the LUDC are arguably innumerable). While this language can provide flexibility for the Town, it can also lead to inconsistent application.

Code comparison to Vail and Glenwood

Glenwood's design variance framework is considerably more developed and policy oriented. It applies broadly to any new development or redevelopment (not just subdivisions) and expressly provides relief from specific standards for landscaping, screening, fencing, and designs for residential and non-residential sites and buildings.

Glenwood uses a two-part evaluation more specific than the Town's, requiring applicants to satisfy three mandatory criteria and four of six additional criteria. The mandatory criteria—public health and safety considerations, no violation of building or fire codes, and general conformance with the purpose of the regulation at issue—are absent from the Town's code. Two of the additional criteria also go beyond the Town's framework, requiring that the variance either advance code goals to the same or better degree, or produce community benefits equivalent to or exceeding those associated with the subject standard.

Vail's design variance simply cross-references its zoning variance criteria rather than maintaining a separate criteria set, with one addition: the variance may not "compromise the safety of a site or structure."

Administrative Adjustments

Town's Framework

The Town's administrative adjustment process is designed for minor, technical deviations from dimensional or numeric standards in three scenarios, which is handled administratively by the Director of Community Development. LUDC § 4-17-110.A. The first scenario is adjustments from certain standards, capped at 15% for:

- Site standards (lot area and coverage);
- Dimensional standards (setbacks);
- Building standards (heights); and
- Development standards (building orientation, architectural design, sign/fence/wall heights, minimum landscaping).

The second scenario is limited reasonable accommodations for qualifying housing under the Federal Housing Act related to facility spacing, setbacks, lot coverage, landscaping and off-street parking. The third scenario is adjustments to eliminate "substantial burdens" for qualifying applicants under the Federal Religious Land Use and Institutionalized Persons Act.

To generally qualify for an adjustment, applicants must demonstrate all three criteria (note: the federal acts include additional findings):

1. The adjustment won't result in incompatible development;
2. No adverse impacts unless adequately mitigated; and
3. The adjustment is technical in nature and required to: (a) compensate for an unusual site condition, (b) eliminate a minor inadvertent failure to comply, or (c) protect a sensitive resource, natural feature, or community asset.

Code comparison to Vail and Glenwood

Glenwood's provision is essentially identical to the Town's. Vail is leaner and has no general administrative adjustment provision. Instead, Vail allows adjustments only in three specific contexts: (a) off-street parking/loading requirements, (b) inclusionary zoning/affordable housing, and (c) lot line adjustments. Vail's affordable housing adjustment is more legally interpretive, requiring a showing that the requirement is an "unlawful taking" without just compensation. Only then may the PEC "alter, lessen or adjust" the requirement.

Town of Eagle: Variance Memo

Appendix 1

Zoning Variances			
	Eagle	Vail	Glenwood Springs
Code Section	LUDC § 4.17.080.F	Chapter 17, Title 12; §§ 12-1-3; 12-17-7	GWS Code § 070.060.070(a)(3)
Applicability	- Development permit applications - Alteration exemptions for historic district listed properties	All development applications — land use, lot size/shape/placement, structure construction/location, yards/open spaces, off-street parking/loading	Development permit applications
Who Approves	P&Z	Planning and Environmental Commission	P&Z
Purpose	- Relief from strict code application - NOT to allow unpermitted uses or circumvent special/conditional use procedures	- Relief from strict/literal application where it would cause “practical difficulties and unnecessary physical hardships.” - Focuses on physical site characteristics (e.g., lot size/shape, existing structures, topography, street layouts) - “Cost or inconvenience <u>shall not</u> be a reason for granting a variance”	- Limited relief from strict application where it would cause: (a) “exceptional practical difficulty”; (b) “undue hardship”; and (c) prevention of otherwise-allowed land use - NOT to alleviate inconvenience/financial burdens or circumvent special/conditional use procedures

Zoning Variances			
	Eagle	Vail	Glenwood Springs
Criteria	Must satisfy all five: (1) “exceptional site condition” from general zone district conditions (shape, topography, building configuration, or other) (2) Strict application would produce “undue hardship”—not applicant-created; not related to “purposes of convenience or financial burden” (3) Variance may not “harm the public” or violate building/fire codes (4) Variance may not “impair the intent or purposes of this LUDC, goals, and policies, including the specific regulation” (5) “The variance is the minimum variance that will afford relief of the subject standards of the LUDC”	PEC must find both mandatory criteria + at least one of three additional criteria: Mandatory: (1) Variance may not be “a special privilege inconsistent with the limitations on other properties” (2) Variance may not be “detrimental to the public health, safety, and welfare” Additional (satisfy one of three): (a) Strict/literal interpretation would result in “unnecessary physical hardship or practical difficulty” that is “inconsistent with the objectives of this title” (b) “Exceptional or extraordinary circumstances or conditions” at site not generally applicable to other zone district properties (c) Strict/literal interpretation would “deprive the applicant of privileges” enjoyed by other zone district owners Factors PEC may consider: - Surrounding area: relation to nearby properties, existing structures, potential future uses - Uniformity: degree variance achieves “compatibility and uniformity” without unfair advantage - Public interests: effects on sunlight/air quality, neighborhood density, roads/transportation, utilities/public services, public safety	Must satisfy all five: (1) “exceptional site condition” from general zone district conditions (shape, topography, building configuration, or other) (2) Strict application would produce “undue hardship”—not applicant-created; not related to “purposes of convenience or financial burden” (3) Variance may not “harm the public” or violate building/fire codes (4) Variance may not “impair the intent or purposes of the code, goals, and policies, including the specific regulation” (5) “The variance is the minimum variance that will afford relief of the subject standards of the code”

Zoning Variances			
	Eagle	Vail	Glenwood Springs
Issues	- “Undue hardship” undefined - “Exceptional hardship” also undefined — possible inconsistency with “undue hardship” - Flexibility/discretion, but also uncertainty	- Unclear what constitutes a “special privilege” - Flexibility/discretion, but also uncertainty	- Same as Eagle.

Design Variances			
	Eagle	Vail	Glenwood Springs
Code Section	LUDC § 4.17.100.A	Vail Code § 14-1-15	GWS Code § 070.060.070(a)(3)e.3
Applicability	Subdivisions only	Development/design standards.	Any new development or redevelopment, unless expressly exempted Eligible standards: landscaping/screening/fencing; parking area landscaping; residential site & building design; non-residential & mixed-use site & building design
Who Approves	P&Z or Council	Design Review Board	P&Z
Purpose	Site conditions requiring variance to: “protect a natural feature or environmentally sensitive area” or “improve the subdivision design”	Allowed when “practical difficulties and unnecessary physical hardships inconsistent with the development standard's purpose and intent” exist	Design-related standards: landscaping, screening, parking area landscaping, residential site & building design, non-residential & mixed-use site & building design

Design Variances			
	Eagle	Vail	Glenwood Springs
Criteria	Must demonstrate conformance with all three: (1) “Exceptional or extraordinary conditions peculiar to the site/building/lot configuration” (2) Strict application would result in: “peculiar and exceptional practical difficulties” or “exceptional and undue hardship” (3) Variance cannot impair “intent and purposes of this LUDC”	Same criteria as zoning variances (Chapter 12-17) Also: variance may not “compromise the safety of a site or structure”	Two-part evaluation; must meet all three in Section A + at least four of six in Section B: Section A: (1) Variance may not harm public health, safety, or welfare (2) Variance may not violate building/fire codes (2) must be in “general conformance” with comprehensive plan and stated purpose/intent of the code, including the specific regulation Section B: (1) “Exceptional site condition” from general zone district conditions (shape, topography, building configuration, or other) (2) “The variance is the minimum variance that will afford relief of the subject standards of the code” (3) Strict application would produce “undue hardship” (4) Advances goals/policies of the code or achieves intent of subject standard to “same or better” degree (5) “Results in benefits to the community that are equivalent to or exceed the benefits associated with subject standard”
Issues	- “Undue hardship” undefined - No exclusion of inconvenience/financial burden as qualifying hardship (unlike zoning variance provision)		

Administrative Adjustments			
	Eagle	Vail	Glenwood Springs
Code Section	LUDC § 4-17-110.A	§ 12-17-07 (parking/loading); § 12-24-11 (affordable housing); § 13-14-1 (lot line adjustments)	GWS Code § 070.060.070(b)
Applicability and Limitations	(1) LUDC Standards. Adjustment limited to 15% max for: - Site standards (lot area & coverage) - Dimensional standards (setbacks) - Building standards (heights) - Development standards (building orientation, architectural design, sign/fence/wall heights, minimum landscaping) (2) Reasonable accommodations for Federal Housing Act qualifying housing. Adjustment limited to - Modify facility spacing, setbacks, lot coverage, or landscaping ≤ 10%; or - reduce off-street parking by ≤ 1 space (3) RLUIPA: eliminate substantial burden May NOT be used for PUD applications	No distinct code provision, but applies to the following circumstances only: (1) Off-street parking/loading requirements (2) Inclusionary zoning/affordable housing (3) Lot line adjustments (administrative review of “adjustments or eliminations of existing lot lines where no 'subdivision' occurs and conformance with applicable provisions of this code has been demonstrated”)	Same as Eagle
Who Approves	Director	PEC (parking/affordable housing); Administrator (lot line adjustments)	Director
Purpose	Minor modifications/deviations from dimensional or numeric code standards	No general administrative adjustment provision - Affordable housing: avoid “unlawful taking of private	Same as Eagle

Administrative Adjustments

	Eagle	Vail	Glenwood Springs
		property without just compensation”	
Criteria	Must satisfy all three: (1) Will not result in incompatible development (2) Will not result in adverse impacts unless adequately mitigated (3) Technical in nature and required to: (a) compensate for unusual site condition (b) eliminate minor inadvertent failure to comply with code standard (c) protect sensitive resource, natural feature, or community asset May NOT: - Increase density - Change permitted uses - Deviate from use-specific standards, sustainability/resilience/hazards, safety (building/fire codes), engineering, utilities, or prior adjustment/variance	Affordable housing: - Applicant must show application of chapter “would effect an unlawful taking” - If PEC so determines, may “alter, lessen or adjust employee housing requirements as applied to the particular project under consideration to ensure that there is no unlawful uncompensated taking” Lot line adjustments: - Conformance with applicable code provisions must be demonstrated	Same as Eagle