

# EAGLE COUNTY TAX APPEAL

A Division of Pack Appraisal Company

P.O. Box 266  
Edwards, CO 81632  
Tel: 970/ 926-1131  
Fax: 970/ 926-1134  
[Info@EagleCountyTaxAppeal.com](mailto:Info@EagleCountyTaxAppeal.com)

## Last Chance to Reduce Your Property Tax Bill!

**How would you like to lower your property taxes?** Imagine! Saving \$1,000's of dollars in property taxes during the next two years. How? By taking the time to protest your new valuation by the Eagle County Assessor.

You have already or will be paying your 2023 property tax bill, and your bill has likely increased. We can help you out with a tax appeal that covers the 2023 and 2024 tax years.

**Here's the quick summary of the process.** New values that applied to the 2023 and 2024 property taxes were assigned to each property on May 1, 2023. You had until June 1, 2023 to file an appeal, and if a reduction was granted, it applied to both the 2023 and 2024 taxes. If you did not appeal in 2023, it is okay, you can still appeal your 2024 valuation, but **an appeal must be filed by May 31, 2024**. If a reduction in value is achieved via appeal, we can petition for an Abatement of the 2023 taxes. An abatement is a refund of the prior year taxes due to over-valuation by the Assessor. A successful 2023 abatement will result in a tax refund check from the county.

***The deadline to file an appeal of the 2024 valuations year is May 31, 2024!***

**\*\*\*Early Order 30% Discount:** We are offering a 30% discount on the Feasibility Tax Report fee by ordering by April 10, 2024. Or, a 15% discount is available from April 10, 2024 to April 30, 2024.

### Prior Tax Appeal Results

Our program has grown considerably over the years, handling thousands of appeals ranging from vacant lots to condominiums large resort homes and commercial property. We are the largest provider of tax appeal services in Eagle County, and we have been successful in helping our clients determine the reasonableness of their valuations and the feasibility of pursuing an appeal. When an appeal is justified, our program has provided overwhelmingly positive results. Following are our outstanding results from appeals filed in prior years. Note the strong performance in 2023 that highlights the importance of appealing the 2023/2024 tax years.

Tax Year	2023	2021	2019	2017	2015	2013	2011	2009
<b>% Appeals Value Reductions Achieved</b>	78%	81%	82%	87.5%	93%	85%	89%	94%
<b>Avg. Value Reduction \$'s</b>	\$700,276	\$176,057	\$211,874	\$240,292	\$355,821	\$353,006	\$193,626	\$311,855
<b>Avg. Value Reduction %</b>	11.22%	6.09%	7.28%	11.2%	13%	12%	12%	13.4%
<b>Avg. 2-Year Tax Savings</b>	\$7,115	\$2,269	\$2,476	\$3,410	\$3,880	\$4,931	\$2,415	\$3,870

### Our Experience

Pack Appraisal Company and Eagle County Tax Appeal have been helping homeowners with their Eagle County tax appeals for more than 22 years. We understand how the system works. We have experience handling a wide variety of appeals, saving our clients thousands of dollars. You can feel confident that we will provide your Tax Appeal Services promptly, professionally, and cost effectively.

Most importantly, **we are valuation experts in Eagle County**. Our office typically performs hundreds of valuations a year in Eagle County. Our success in the tax appeal arena is influenced by our market knowledge, lengthy experience performing tax appeals, and development and maintenance of up-to-date computer databases and reporting software. This software allows us to maintain qualified data on all comparable sales for use with a variety of specialized report methodologies that provide convincing protest reports in an efficient manner. Eagle County Tax Appeal is committed to providing the best tax appeal services to help those that are burdened with unfair property tax valuations.

**Step 1: ORDER A FEASIBILITY TAX REPORT!** We understand that this can all be a bit confusing. If you have any doubts about the accuracy of the value assigned to your property by the County Assessor, order a ***Feasibility Tax Report***. The expert staff at Eagle County Tax Appeal will prepare a market analysis as a basis for determining the reasonableness of the “Current Year Actual Value” assigned by the Eagle County Assessor’s office. This information will help you determine the feasibility of an appeal. This report will provide you with a range of value for your property as of June 30, 2018. This is the date of value utilized for the new assessed valuations.

**We offer this service at a fixed fee as low as \$199**, (even lower with an Early Order Discount!) allowing you to affordably determine if your property is overvalued and if it may be feasible to pursue an appeal. If we can support a reduction in value, we will file a ***Tax Protest Report*** with the Assessor and take the appeal to a reasonable conclusion. Our compensation for preparation and submittal of the Tax Protest Report and handling the appeal to completion, including up to two hearings, will be a **35% Contingent Fee** of any tax savings generated.

**For an affordable cost**, an experienced tax agent will prepare a market analysis to help determine if the County Assessor has overvalued your property. ***This is a small price to pay for the opportunity to gain the peace of mind that you are not being over-taxed, and the potential to save \$1,000s of dollars in taxes.***

Please note that our appeals are not formal appraisals, since we offer our clients the capability to pay for our services with a contingent fee of the tax savings achieved in a successful appeal. While contingent fee payments are not allowed in the appraisal profession, the state of Colorado allows tax agents to utilize them in property tax appeals, as taxpayers often prefer this type of payment option. This payment plan lowers the costs to property owners for an unsuccessful appeal and incentivizes the tax agent to achieve the best result possible. Our reports contain the same analysis and support for our value conclusions that is included in typical appraisal reports. Although they are legally and technically different, we have found that it makes little difference if the report we prepare is an appraisal report or a Tax Protest Report.

## **Step 2: Tax Protest Report & Submittal to Assessor**

The Feasibility Tax Report will give you the information you need to determine if your property is over-valued and our opinion if an appeal is feasible. If we can support a reduction in value, we will file a ***Tax Protest Report*** with the Assessor and take the appeal to a reasonable conclusion. The ***Tax Protest Report*** will include a market analysis utilizing the Sales Comparison Approach with our proprietary customized tax appeal software, along with supporting maps, MLS information, photos, land sales, time trending analysis, etc. This report will be submitted to the Eagle County Assessor’s office by May 31, 2024. Many times, a successful reduction in value is achieved at this first stage of the appeals process. Other times, it is necessary to appeal at a County Board of Equalization (CBOE) hearing and a Binding Arbitration hearing to achieve a successful appeal. We will do whatever steps are necessary to bring the appeal to a reasonable conclusion.

If we take your appeal forward, our compensation will be a **35% Contingent Fee** of any tax savings generated over the 2023 & 2024 tax years. **We only get paid if we are successful in achieving a reduction in value for your property.** We will represent you through the remainder of the tax appeal process. No additional payment of fixed fees will be required.

## 2023/2024 Fee Schedule for Property Tax Protest Services

The following table reflects our fee schedule for **Feasibility Tax Reports**:

### Improved & Vacant Residential Property (Models: Condo, SFR, Townhome, Mobile, Vacant Land, Residential Land)

Actual Value assigned by the Eagle County Assessor on your 2023 Notice of Valuation	Preliminary Opinion of Value: Feasibility Tax Report	Fee with 30% Discount. Order must be delivered to ECTA by April 10, 2023	Fee with 15% Discount. Order must be delivered to ECTA by April 30, 2023
\$0 - \$1,000,000	\$199	<b>\$139</b>	\$169
\$1,000,001 - \$2,500,000	\$265	<b>\$185</b>	\$225
\$2,500,001 - \$5,000,000	\$340	<b>\$238</b>	\$289
\$5,000,001 +	\$399	<b>\$279</b>	\$339

If we can support a reduction in value, we will file a **Tax Protest Report** with the Assessor and take the appeal to a reasonable conclusion. Our compensation will be a **35% Contingent Fee** of any tax savings generated over the 2023 & 2024 tax years.

### Order Now

**Order Now for the Most Affordable Rates!** One of the most challenging aspects of handling tax appeals is the extremely tight time frame involved in generating a protest.

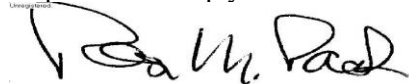
**Order Now** to secure the most affordable rates! **Use the enclosed Order Form and send it by:**

**Fax: 970-926-1134**

Please note that our Online Order system is not functional for 2024 appeals.

Questions? Call us at 970-926-1131, or Email us at [Info@EagleCountyTaxAppeal.com](mailto:Info@EagleCountyTaxAppeal.com).

Hope we can help you!



Roger N. Pack

### An Order Form, Consultant Agreement, Letter of Agency, & Statement of Authority forms follow:

**Important!** You must sign and deliver by email, fax or mail the following forms. Your order cannot be activated without these signed documents.

- **Order Form**
- **Property Tax Consultant Agreement**
- **Letter of Agency**
- **Statement of Authority (Required if Property Owner is other than a natural person)**

## Order Tax Protest Services 2023/2024

**Email, Fax or Mail Orders:** Fill out this order form. Deliver it to us by Email, Fax or Mail. Include a check or Credit Card information, and your order will be processed. *Payment must be received in Advance!*

**Fees for Services** are based on a sliding scale dependent on the property's Actual Value and the property type. Determine the fee for a Feasibility Tax Report on your property from the 2023 fee schedule.

\*Feasibility Tax Report Fee: \$ \_\_\_\_\_

### \*Required fields

\*Property Account Number: \_\_\_\_\_ Example: R012345

\*Property Address: \_\_\_\_\_

\*Desired method to deliver correspondence to client:     Email (preferred)     Fax     Mail

\* Name \_\_\_\_\_

\* Mailing Address \_\_\_\_\_

\* City \_\_\_\_\_

\* State \_\_\_\_\_

\* Zip Code \_\_\_\_\_

\* E-mail Address (required for email delivery): \_\_\_\_\_

Work Phone \_\_\_\_\_

Home Phone \_\_\_\_\_

\* Cell Phone \_\_\_\_\_

Fax (required for fax delivery): \_\_\_\_\_

**Payment by:**             Visa     MC     Discover     Check    Sorry, no AMEX

\*Credit Card Number \_\_\_\_\_ \*Exp. Date \_\_\_\_\_ \*CSC Code \_\_\_\_\_

The CSC Code is usually a 3 or 4-digit number, typically printed on the back of a credit card.

\*Name on Card \_\_\_\_\_

\*Authorized Signature: \_\_\_\_\_

\*Billing Address: \_\_\_\_\_ \*City: \_\_\_\_\_ \*State: \_\_\_\_\_ \*Zip: \_\_\_\_\_

**Important!** You must sign and deliver by email, fax or mail the following forms. Your order cannot be activated without these signed documents.

- **Order Form**
- **Property Tax Consultant Agreement**
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- **Statement of Authority (Required if Property Owner is other than a natural person)**

Scan & Email Order to [Info@EagleCountyTaxAppeal.com](mailto:Info@EagleCountyTaxAppeal.com)

Fax Order to 970/926-1134 or Mail to Eagle County Tax Appeal, PO Box 266, Edwards, CO 81632

Questions: Visit our website at [www.EagleCountyTaxAppeal.com](http://www.EagleCountyTaxAppeal.com) or Call us at 970/926-1131

**LETTER OF AGENCY – REAL PROPERTY**

TO: Eagle County Assessor  
RE: Appeal of Valuation of Property; Schedule # \_\_\_\_\_

Subject property address : \_\_\_\_\_

Property Owner: \_\_\_\_\_  
(must be record title owner)

Property Owner mailing address: \_\_\_\_\_

Property Owner email address: \_\_\_\_\_

Property Owner telephone number: \_\_\_\_\_

Name of Agent authorized to represent Property Owner to contest the Assessor’s valuation or classification of the Property:  Roger Pack and Brian Dahlen

Agent company:  Eagle County Tax Appeal

Agent mailing address:  PO Box 266, Edwards, CO 81632

Agent email address:  Info@EagleCountyTaxAppeal.com

Agent telephone number:  970-331-9020

Property Owner hereby gives authority to the Agent (person) listed above to act as Property Owner’s Agent to protest the Eagle County Assessor’s valuation of the real property identified above for tax year(s):  2021 - 2024

Agent does  does not  have authority to settle the dispute on Property Owner’s behalf.

The filing of this Letter of Agency automatically revokes all previous agent authorizations with the Office of the Eagle County Assessor for the identified tax years.

\_\_\_\_\_  
Signature of Property Owner (if a natural person) Date: \_\_\_\_\_

(print) \_\_\_\_\_

*If Property Owner is other than a natural person (e.g., corporation, partnership, trust) the person whose signature appears below hereby certifies, affirms and attests to have authority to act on behalf of the Property Owner to make this appointment of agency.*

Signature of Authorized Individual: \_\_\_\_\_ Date: \_\_\_\_\_

(print) \_\_\_\_\_

Title/relationship to Property Owner: \_\_\_\_\_

## Statement of Authority

For a property owner that is an entity

(not a natural person, e.g., corporation; partnership; LLC; trust; association; or other entity type),  
the following statement of authority must be completed by the corporate officer, partner, member,  
trustee, or other authorized person to pursue the appeal on behalf of the property owner

TO: Eagle County Assessor

RE: Appeal of Valuation of Property; Schedule No.: \_\_\_\_\_

Property Physical Address: \_\_\_\_\_  
\_\_\_\_\_

Property Owner: \_\_\_\_\_  
(for real property – record title owner)

By my signature, I hereby certify, attest, and affirm that I, \_\_\_\_\_, am  
the authorized representative for the owner of the subject property and am the authorized  
representative for the Property Owner identified above and have authority to represent the Property  
Owner to contest the valuation or classification of the property identified above.

Signature of Authorized Individual: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

## 2024 Appeal 2023 Abatement Property Tax Consultant Agreement – Contingent Fee Only

THIS AGREEMENT is made between the “Client” identified in Section 18 and Eagle County Tax Appeal (“ECTA”), a d/b/a of Pack Appraisal Company, a Colorado corporation, pertaining to the “Property” identified in Section 19. In consideration of the mutual covenants and agreements set forth herein, the parties’ contract and agree as follows:

- Engagement and Purpose.* During the term of this Agreement, Client engages ECTA and ECTA agrees to prepare for Client a Feasibility Tax Report of the Property for the purpose of providing an opinion of the market value of the fee simple estate with an effective valuation date of June 30, 2022, for the 2023/2024 appeals. If it is feasible to pursue an appeal, ECTA will prepare a Tax Protest Report and represent Client through the appeal process with the Eagle County Assessor’s office (“Assessor”) and the Eagle County Board of Equalization (“Board of Equalization, aka CBOE”).
- Term.* The term of this Agreement shall commence on the date of this Agreement and shall remain in force until terminated as provided below, or the first business day following the final disposition of any appeal or abatement proceeding, or December 31, 2024, whichever is sooner.
- Place of Work.* ECTA’s services will be rendered principally at ECTA’s place of business.
- Scope of Work.* ECTA will provide Client with relevant property data currently on record with the Assessor’s office (the “Property Data”). ECTA will also provide Client with a Tax Protest Guide to help Client determine if the Property Data is correct. It is the Client’s obligation to promptly notify ECTA of any errors contained in the Property Data so that the errors may be cited in the Protest Report. ECTA will prepare a Feasibility Tax Report to assign a Preliminary Range of Value to help determine the feasibility of a property tax appeal. If it is feasible to pursue an appeal, ECTA will prepare a Tax Protest Report and ECTA shall have Client’s authorization to file an appeal for the 2023 and 2024 valuation and represent Client before the Assessor and the Board of Equalization. The Protest Report will be prepared utilizing the Property Data on record with the Assessor’s office, which is supplemented by Multiple Listing Service (“MLS”) data and discussions with buyers, sellers, brokers, appraisers, and other knowledgeable parties. The Protest Report will be prepared using the Sales Comparison Approach by comparing the Property with selected comparable sales that offer the greatest similarity to the Property. The comparable sales data will be analyzed and ECTA will generate an opinion of the market value of the Property. Any decision to proceed to informal negotiation, or formal protest (or to withdraw the protest), will be at ECTA’s sole discretion, but ECTA shall seek the Client’s consultation and approval before the decision is made. Client understands that once ECTA files a protest, Client cannot file an additional protest for the same tax year and acknowledges and agrees to the same. ECTA will also consider the 2021 and 2022 assessed values assigned to the Property and if an appeal is feasible, ECTA shall have Client’s authorization to file a Petition for Abatement of the 2021 and 2022 property taxes before the Assessor and the Board of Equalization.
- Status of ECTA.* For all purposes, ECTA is and shall act as an independent contractor and will not be considered an employee of the Client for any purpose. The Protest Report will be an independent analysis and will not be based upon a requested minimum valuation of the Property. Client understands and agrees that ECTA’s obligations under this Agreement are not contingent upon: the reporting of a predetermined value, a determination that favors Client, the amount of value estimate, the attainment of any particular result, or the occurrence of any event subsequent to the date hereof.
- Additional Service Providers.* Should the services of any third-party consultant(s) be required, the cost to engage such services will be the sole responsibility of Client and will only be performed with the prior written approval of Client. Should the services of a licensed attorney be required in connection with any protest, Client shall notify ECTA in writing of its decision to engage an attorney and will provide ECTA with the attorney’s name, address, and telephone number. Client shall be solely responsible for selecting and paying the attorney. While ECTA will cooperate fully with the attorney in furtherance of any protest, the fees and obligations under this Agreement are due and payable solely to ECTA and the services provided are separate and distinct from those of the attorney(s) and/or any consultant(s).
- Time Table.* If a Feasibility Tax Report suggests an appeal is feasible, ECTA will prepare a Tax Protest Report and file an appeal by June 1, 2024. Payment for such representation shall be by a 35% contingent fee of any tax savings achieved. For orders received after May 20, 2024, if ECTA does not have sufficient time to prepare a Feasibility Tax Report prior to the filing deadline, a blank appeal (i.e., an appeal stating the property is over-valued but with no formal Tax Protest Report) will be filed by June 1, 2024, and the Tax Protest Report will be completed prior to the next hearing. The Assessor’s office will provide a Notice of Determination to the taxpayer by the last working day of June 2024. If ECTA is not satisfied with the Assessor’s decision, a written appeal will be filed with the Board of Equalization. Client hereby irrevocably grants to ECTA the sole and exclusive right to determine if a written appeal should be filed with the Board and Client shall indemnify and hold ECTA harmless from and against any determination made pursuant to such authority. The appeal will be delivered on or before July 15, 2024. The Board of Equalization will issue its decision no later than August 10, 2024. If ECTA is not satisfied with the decision, an appeal will be filed for either a Binding Arbitration hearing or a hearing with the Board of Assessment Appeals (BAA). If a value reduction is achieved for the 2024 appeal, ECTA will file for an Abatement of the 2023 taxes. Client acknowledges that property taxes must be paid when due even if a protest has been filed with the Assessor and the Board of Equalization.
- Disclosure of Agent’s Status.* ECTA is being retained to provide consulting services and may be compensated in whole or part on the basis of achieving a property tax saving through a reduction in valuation for assessment. Parties utilizing this analysis recognize and agree that this is not an appraisal. While the agent who prepared this analysis is a Licensed or Certified Appraiser, the agent is being compensated in whole or part on the basis of property tax savings achieved through a reduction in the valuation for assessment of the Property. The agent is experienced and competent and will use appraisal techniques and methodologies in the preparation of this consulting opinion, but the agent should not be expected to, and shall not, act as an appraiser. Users of this report acknowledge that the agent’s status as an appraiser is of no importance in their selection of the agent to provide this service. This disclosure of a contingent fee is intended to comply with the requirements of Colorado law, and the Rules of the Colorado Board of Real Estate Appraisers.
- Sale of Property.* This Agreement shall remain valid and binding even if the Property is sold. Client is advised to consider the assignment of this Agreement to the buyer if a sale is pursued.

10. *Exclusivity.* This written Agreement contains the entire agreement between the parties and supersedes any other agreements between them. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representation inducing the execution of and delivery of this Agreement, except such representations as are specifically set forth herein, and each party acknowledges that it has relied solely on these representations in connection with its dealings with the other.

11. *Control.* Client shall have no right of control or direction over the manner, means, and methods employed by ECTA in carrying out the terms of this Agreement.

12. *Modification.* Any modification of this Agreement or any additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by both parties or by an authorized representative of each party.

13. *Assignment.* This Agreement may not be assigned in whole or in part without the express written consent of ECTA which consent may be withheld in its sole and absolute discretion.

14. *Severability.* If any part of this Agreement is held unenforceable, the remainder of this Agreement shall remain in full force and effect.

15. *Headings.* The headings contained in this Agreement are for reference only and do not affect or limit in any way the meaning of this Agreement.

16. *Governing Law.* This Agreement, the performance under it, and all suits and special proceedings under it, shall be construed in accordance with the laws of the State of Colorado. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Colorado shall be applicable and shall govern the exclusion of the laws of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted. Venue for enforcement of any action arising out of or under this Agreement shall be in the District Court for Eagle County, Colorado and each party hereby submits to such jurisdiction.

17. *Binding Effect.* This Agreement shall not be binding unless and until executed by ECTA.

18. **Client Name:** \_\_\_\_\_

**Email or Other Address for Notices to be Given to Client:** \_\_\_\_\_

**Email** is the preferred and default delivery path by ECTA. Client must notify ECTA in writing of desire for delivery by fax or mail. Client is responsible to ensure that email from [Info@EagleCountyTaxAppeal.com](mailto:Info@EagleCountyTaxAppeal.com) is not filtered by email or spam filters. A confirmation of this order will be delivered to the Client. The Client is responsible to contact ECTA immediately if an order confirmation is not received.

19. **Property Account#** \_\_\_\_\_ Example: R012345

**Property Address:** \_\_\_\_\_

20. *Compensation and Payment.* Client agrees to pay ECTA a fixed fee according to the **2023/2024 Tax Appeal Fee Schedule** for preparation of the **Feasibility Tax Report**. If an appeal appears feasible and an appeal is pursued, Client agrees to pay ECTA a contingent fee of 35% of the total tax savings realized in the Tax Appeal or Tax Abatement process. The contingent fee percentage is calculated on the estimated two-year Tax Savings. For purposes of this Agreement, "Tax Savings" shall be computed by multiplying the final property tax rate (mill levy) by the Assessment Rate by the difference between the current year actual value and a corrected or revised current year actual value resulting from any protest, or informal settlement, filed on behalf of Client, including actual interest paid on the refund, if any. The "Tax Savings" will not account for any special value reductions (\$55,000 for residential property and \$30,000 for commercial property) associated with Senate Bills 22-238 and 23B-001. In the event a reduction from the initial value by the tax district is not realized, no contingent fee amount shall be due to ECTA. Payment for appeals shall be due within 30 days of invoice, which will be presented when mill levies are assigned to the tax district by the Assessor. Payment for Abatements shall be due within 30 days of invoice, which will be presented when a final decision is rendered, and the County Treasurer issues a tax refund check. Any payments not received on time will be assessed a late fee of \$200.00 and, in addition, shall accrue interest at a rate of one percent (1%) per month thereafter on the unpaid balance until paid in full. If Client fails to make payment in a timely manner and ECTA is forced to pursue legal remedies to collect any outstanding balance, Client shall reimburse ECTA all costs thereof, including but not limited to, reasonable attorney's fees and court costs. Client may terminate an appeal at any time but will be liable for any fixed or contingent fees earned by ECTA.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

**ECTA, a d/b/a of Pack Appraisal Company**

By: \_\_\_\_\_  
Roger N. Pack, President

\_\_\_\_\_  
Date

**Important!** You must sign and deliver by email, fax or mail this **Order Form, the Property Tax Consultant Agreement, and the Agent Assignment form**

**(Include the Statement of Authority form if ownership is not under a natural person)** . Your order cannot be activated without these signed documents.

Questions? Call us at 970-926-1131 or E-mail us at [Info@EagleCountyTaxAppeal.com](mailto:Info@EagleCountyTaxAppeal.com).

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