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**Join via phone** at 1-719-359-4580 **Meeting ID:** 889 0624 8689  
Meeting Passcode: 79264

### AGENDA

1. **Invocation**
2. **Pledge of Allegiance**
3. **Call to Order**
4. **Roll Call**
5. **Agenda Consent**
6. **Public Comment**

Public comments are limited to three (3) minutes. When you are recognized, please stand, state your name, and then address the Board in a professional manner.

The Board of Trustees may not respond to your comments during this meeting, rather they may take your comments and suggestions under advisement and your questions will be directed to the appropriate person or department for follow-up.

7. **Consent Items**

- A. Approval of Minutes
- B. Expenditures for Year-to-Date 2026

8. **General Business**

- A. RESOLUTION 2026-06 - ADOPTING THE TOWN OF KIOWA'S PURCHASING POLICY AND GRANTING LIMITED CONTRACT SIGNING AUTHORITY TO THE TOWN ADMINISTRATOR
- B. RESOLUTION 2026-07 - APPROVING PSA WITH KIMLEY-HORN FOR ENGINEERING
- C. RESOLUTION 2026-08 - AMENDED AND RESTATED EMPLOYMENT AGREEMENT FOR THE TOWN ADMINISTRATOR

- D. ORDINANCE 2026-03 - ADOPTING THE COLORADO WILDFIRE RESILIENCY CODE
- E. ORDINANCE 2026-04 - AN ORDINANCE REPEALING ORDINANCE NO. 02, SERIES 2024, AND ORDINANCE NO. 11, SERIES 2024, AND REINSTATING THE TOWN OF KIOWA ZONING ORDINANCES AND REGULATIONS THAT EXISTED ON APRIL 08, 2024

**9. Public Hearing**

- A. Cowboy Up Special Event Liquor Permit — Cowboy Up in Kiowa Rodeo, June 26th & 27th, and 2026 Elbert County Fair, July 24th - August 2nd, 2026
- B. Zielinski/Monabat Wedding Special Event Liquor Permit - June 20, 2026
- C. Kiowa Main Street Board Special Event Liquor Permit - May 23rd, June 6th, June 20th, July 18th, August 15th, and August 29th, 2026.
- D. Prokop Foundation Special Event Liquor Permit - Basketball Cornhole Tournament - June 13, 2026
- E. Cancer Benefit Dinner Special Event Liquor Permit - May 2, 2026.

**10. Staff Reports**

- A. Mayor
- B. Board of Trustees
- C. Town Attorney
- D. Town Administrator
- E. Public Works
- F. Code Enforcement

**11. Discussion/Communications**

- A. Potential Town participation in assisting the Kiowa Fire Protection District with the cost and installation of a new community notification sign

**12. Adjourn**

**Agenda Approved By:**

**Tammy Hart**  
**Mayor, Town of Kiowa**

Date Posted:

April 13, 2026

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**Time Posted 4:00 PM**

# MEETING PROTOCOL AND STANDARDS OF CONDUCT

## Public Participation

Public comment is encouraged and will be listed as an agenda item at every regular Board of Trustees meeting.

Each individual wishing to be heard during the public comment period will be given up to three (3) minutes to make a comment.

The public comment period will not be used to make political endorsements or for political campaign purposes.

Questions from the Board will be for clarification purposes only. Public comment will not be used as a time for problem solving or reacting to comments made but, rather, for listening to the comments of citizens without taking any formal action.

The Board may direct the Town Administrator to provide information requested by a speaker during the public comment period.

Speakers are not allowed to make belligerent, accusatory, impertinent, slanderous, threatening, abusive, or disparaging comments.

The Mayor/Chairman may elect to defer public comment on a specific issue that appears on the regular agenda until that specific item is addressed.

The Mayor/Chairman may call for order when sidebar conversations occur in the audience. Those conversations are distracting from the Board addressing the topics at hand.

Members of the public who do not follow proper conduct after a warning in a public meeting may be barred from further participation at that meeting or removed from the Board Chambers pursuant to the Kiowa Municipal Code and Colorado Revised Statutes.



**INVOCATION/PLEDGE OF ALLEGIANCE**

James Opperman of Christ Church Elizabeth gave the invocation, and Mayor Hart led the Board in the Pledge of Allegiance.

**CALL TO ORDER/ROLL CALL**

Mayor Hart called the monthly Board of Trustees meeting to order on March 10, 2026, at 7:02pm.

Present: Mayor Hart, Trustee Shafer, Trustee Smith, Trustee Stahl, Trustee Schantz with Trustee Wineland on Zoom. The Town of Kiowa had a quorum to conduct business.

Also present:

Sasha Davidson, Town Clerk

Joshua Myers, Town Attorney

**APPROVAL OF AGENDA**

It was noted that Item 7, the Speed Enforcement Program Presentation is postponed until Kim has returned, per the presenter's request.

Trustee Smith motioned to approve the agenda with the amendment to remove item 7. Trustee Shafer seconded. The motion carried 6-0 with no discussion.

**OATH OF OFFICE, MAYOR**

Clerk Davidson administered the oath of office to Mayor Tammy Hart.

**PUBLIC COMMENT**

John Hill spoke requesting clarification on the enforcement and scope of the Colorado Wildfire Resiliency Code, including information about the zone classification of her property, who would be responsible for any tree removal and if there would need to be vent mesh screens required. He also wanted to know who, Town or County, for enforcing the code.

**APPROVAL OF MINUTES**

It was noted that the Pledge of Allegiance was omitted from the February 10, 2026, minutes. Trustee Smith motioned to approve the February 10, 2026, minutes with the correction, and Trustee Shafer seconded. The motion carried 6-0 with no discussion.

**CONSENT AGENDA**

- A. Expenditures for Year-to-Date 2026

B. RESOLUTION NO. 2026-04, AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE A CONTRACT ON BEHALF OF THE TOWN OF KIOWA WITH PAYCHEX, INC.

Trustee Smith moved to approve the consent agenda items, and Trustee Shafer seconded. The motion carried 6-0 with no discussion

**GENERAL BUSINESS**

A. RESOLUTION NO. 2026-05, A RESOLUTION DECLARING A VACANCY IN THE OFFICE OF TRUSTEE - A vacancy was created on the board due to Tammy Hart moving from Mayor Pro Tem to Mayor. No qualified applicants have applied currently. The resolution formally recognizes the vacancy for a later appointment.

Trustee Smith made a motion to approve Resolution NO. 2026-05, and Trustee Shafer seconded the motion. The motion carried 6-0 with no discussion.

B. RESOLUTION NO. 2026-06, A RESOLUTION ADOPTING THE TOWN OF KIOWA'S PURCHASING POLICY AND GRANTING LIMITED CONTRACT SIGNING AUTHORITY TO THE TOWN ADMINISTRATOR. - The purpose of this resolution is to streamline purchasing and minor contract approvals and create a formal purchasing policy. Discussion was held regarding the amount of money to be allowed for the administrator to approve and what amount the Board wants oversight for approval. It was noted that a formal bidding process is preferred for professional services, but not mandatory. The board noted that it would like an amendment regarding encouraging using GSA-approved vendors in the bid process.

Trustee Shafer made a motion to table this resolution pending changes and amendments until the April 14, 2026, meeting, and Trustee Smith seconded. The motion carried 6-0 with no discussion.

C. ORDINANCE NO. 2026-03, AN ORDINANCE OF THE TOWN OF KIOWA, COLORADO, AMENDING CHAPTER 18 OF THE KIOWA MUNICIPAL CODE BY THE ADDITION OF NEW ARTICLE XVII TO ADOPT BY REFERENCE THE COLORADO WILDFIRE RESILIENCY CODE, 2025 EDITION, AND THE COLORADO WILDFIRE RESILIENCY CODE MAP, 2025 EDITION, AND PROVIDING PENALITIES FOR VIOLATIONS. - It was proposed that the board delay in adopting this ordinance due to the pending state adjustments and potential legislative extension. John Hill spoke with recommendations of people to talk with about this code that have spoken to other municipalities.

Trustee Shafer made a motion to table this ordinance until the April 14, 2026, meeting and Trustee Shafer seconded. The motion carried 6-0 with no discussion

D. Appointment of Mayor Pro Tem. Trustee Smith nominated Trustee Wineland for the position. Trustee Shantz nominated Trustee Shafer.

Trustee Shantz made a motion to approve the appointment of Trustee Shafer to the position of Mayor Pro Tem. Trustee Stahl seconded the motion. The motion carried 6-0 with no discussion.

**PUBLIC HEARING**

- A. Elbert County 4-H Leaders' Council Special Event Liquor Permit - 15th Annual Fundraising Gala on April 25<sup>th</sup> 2026. Application was presented to the Board with staff recommendation to approve. Applicant spoke to the board and answered questions. No public comment.

Mayor Pro Tem Shafer made a motion to approve the Elbert County 4-H Leaders' Council Special Event Liquor Permit. Trustee Shantz seconded the motion. The motion carried 6-0 with no discussion.

- B. 222 Comanche Street, 1891 Exchange and Saloon — Consideration of Liquor License and Business License. Application was presented to the Board with staff recommendation to approve. Applicant spoke to the board and answered questions. No public comment.

Mayor Pro Tem Shafer made a motion to approve 1891 Exchange and Saloon's Liquor License and Business License. Trustee Shantz seconded the motion. The motion carried 6-0 with no discussion.

- C. 228 Comanche Street, Kiowa Bar — Consideration of Liquor License and Business License Application was presented to the Board with staff recommendation to approve with the stipulation that they must have a Certificate of Occupancy. Applicant spoke to the board and answered questions. Trustee Smith brought up concerns about a previous event where liquor was served and whether the bar was tied to it. The bar owners stated that they did not serve liquor at the stated event. No public comment.

Trustee Stahl made a motion to approve Kiowa Bar's Liquor License and Business License conditional upon a Certificate of Occupancy being provided to the Town. Trustee Shantz seconded the motion. The motion carried 6-0 with no discussion.

- D. 326 Comanche Street, Taco Selene Restaurant - Application for Change of Use - Application was presented to the Board with staff recommendation to approve. Applicant spoke to the board and answered questions. Joey Kuhn spoke during public comment section in support of Taco Selene and how the process needs to be better streamlined.

Trustee Smith made a motion to approve Taco Selene's application for change of use. Mayor Pro Tem Shafer seconded the motion. The motion carried 6-0 with no discussion.

## STAFF REPORTS

### A. Mayor Hart

HJR26-1018 – Designation of SH-86 as Plains-to-Pines Scenic Corridor – This bill passed. Hwy 86 has now been officially designated as an official scenic corridor.

HB26-1278 – Local Government Approval of Transmission Infrastructure – This bill failed. This was about getting procedures in place for when big power companies want to come into areas and place lines and protecting the communities.

Bridge Construction – Construction will be starting in the next couple of weeks. Oversized loads will not be allowed on the temporary bridge. Signage has been placed on multiple roads coming into Kiowa.

### B. Board of Trustees

40 Mile Feed not closing – Trustee Stahl stated a rumor has been going around that this business is closing, which is false. It was noted that the CDOT trailers will be parked on her property for the duration of the bridge project.

CDOT plowing to sidewalk – Trustee Smith spoke to the fact that snowplowing this year is being done to the sidewalks. He stated that the gravel from the road was put up on the sidewalks and into yards.

C. Town Attorney

Zoning Code – Ordinance 2026-01, the moratorium on certain land use applications is still in effect until March 31, 2026. Ordinance 2024-02 was passed in April 2024, which was supposed to pass a zoning code by reference, but it was incomplete. Due to this, Chapter 16 was not actually repealed and reenacted. Comparison between the documents and the video recordings of the meetings found discrepancies. There was discussion amongst the board members about the zoning process being cumbersome and too complicated. It was noted that a checklist is being worked on to try and make the process clearer. It was recommended that at the next meeting an ordinance is put forth which repeals and vacates Ordinance 2024-02 and keeps the current code in place. It was suggested that the 2024 code update that was worked on by the Planning Commission be revamped and resubmitted properly.

D. Town Administrator – Due to the administrator’s absence, a summary will be sent to the board.

DISCUSSION/COMMUNICATION

- A. Cookbook – Recipes and stories are being collected for publication and inclusion in the Town’s cookbook and to be placed in the time capsule for the 150/250 celebration. Due date is June 1<sup>st</sup>, 2026.
- B. Randi Keira/Trisha Yearwood – Recognition that local singer Randi Keira was featured in Trisha Yearwood’s symphony performance.

ADJOURN

Trustee Smith moved to adjourn at 9:08pm. Mayor Pro Tem Shafer seconded. The motion carried 6-0 with no discussion.

Approved:

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Tammy Hart, Mayor

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Sasha Davidson, Town Clerk

# Statement of Financial Position

Town of Kiowa

As of Apr 11, 2026

	TOTAL
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Assets	
Current Assets	
Bank Accounts	
1010 TOK Primary Checking (6476)	128,824.68
1020 TOK Money Market Account (6484)	799,022.86
1050 Petty Cash	128.76
<b>Total for Bank Accounts</b>	<b>\$927,976.30</b>
Accounts Receivable	
1100 Accounts Receivable (A/R)	65,276.07
1101 Property Tax Receivable	186,050.00
<b>Total for Accounts Receivable</b>	<b>\$251,326.07</b>
Other Current Assets	
1493 Investment in Fixed Assets	0.00
<b>Total for Other Current Assets</b>	<b>\$0.00</b>
<b>Total for Current Assets</b>	<b>\$1,179,302.37</b>
Fixed Assets	
1492 Buildings	0.00
1540 Furniture & fixtures	0.00
1600 Accumulated depreciation	0.00
6750 Equipment & Furniture	0.00
<b>Total for Fixed Assets</b>	<b>\$0.00</b>
<b>Total for Assets</b>	<b>\$1,179,302.37</b>
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Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable (A/P)	127,997.11
<b>Total for Accounts Payable</b>	<b>\$127,997.11</b>
Credit Cards	
2040 VISA (5418)	-33,162.71
<b>Total for Credit Cards</b>	<b>-\$33,162.71</b>
Other Current Liabilities	
2104 Deferred Revenue	\$0.16
2114 Committed Fund Balance Conservation Trust	13,085.00
2124 Committed Fund Balance Road and Bridge	247,177.00

# Statement of Financial Position

Town of Kiowa

As of Apr 11, 2026

	TOTAL
<b>Total for 2104 Deferred Revenue</b>	<b>\$260,262.16</b>
2105 Deferred Property Tax	186,050.00
2109 Adjustment for TABOR	-15,054.00
2210 Payroll tax to pay	\$0.00
2211 FICA- Payroll Taxes	-7,144.53
2212 FIT	7,522.23
2213 Colorado SIT	-312.00
2214 Retirement benefits to pay 457	-210.00
2215 FUTA	-130.94
2216 CO FLI - Family leave	4.42
2217 Colorado SUI	57.64
2501 ICMA 401(a)	-3,395.49
<b>Total for 2210 Payroll tax to pay</b>	<b>-\$3,608.67</b>
2510 Impact Fees Collected	6,271.43
Fund Balance--Res'd for Emergency	14,554.00
<b>Total for Other Current Liabilities</b>	<b>\$448,474.92</b>
<b>Total for Current Liabilities</b>	<b>\$543,309.32</b>
<b>Total for Liabilities</b>	<b>\$543,309.32</b>
Equity	
3150 Opening balance equity	-0.06
3300 Retained Earnings	578,519.57
Net Income	57,473.54
<b>Total for Equity</b>	<b>\$635,993.05</b>
<b>Total for Liabilities and Equity</b>	<b>\$1,179,302.37</b>

# Statement of Activity

Town of Kiowa

January 1-April 11, 2026

	TOTAL
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Revenue	
4000 Tax Revenue	
4010 Roads & Streets	\$16,473.25
4011 Road & Bridge Distribution	17,121.48
4012 Highway Users Tax Fund (HUTF)	6,485.44
<b>Total for 4010 Roads &amp; Streets</b>	<b>\$40,080.17</b>
4015 Cigarette Distribution	377.85
4051 Property Tax	57,041.00
4060 Sales Tax - DOR	185,035.26
4063 Specific Ownership Taxes (SOT)	8,142.90
4065 Use tax	2,596.54
4067 Conservation Trust Fund (CTF)	2,647.38
<b>Total for 4000 Tax Revenue</b>	<b>\$295,921.10</b>
4200 Contributed Income	
4210 Government Grants & Contracts	
4215 DOLA - EIAF 9734 Grant	48,500.50
<b>Total for 4210 Government Grants &amp; Contracts</b>	<b>\$48,500.50</b>
4220 Sponsorships & Donations	10,275.00
<b>Total for 4200 Contributed Income</b>	<b>\$58,775.50</b>
4250 Sales	
4251 Business License Fees	75.00
4252 Building Permit and Plan Review Fees	8,104.10
4253 Business License	75.00
4254 Dog License Fee	20.00
4257 Special Event Liquor License Fee	500.00
4261 Court Fines	250.00
<b>Total for 4250 Sales</b>	<b>\$9,024.10</b>
4280 Franchise Tax	
4281 Black Hills	1,823.04
4283 CORE	3,629.13
<b>Total for 4280 Franchise Tax</b>	<b>\$5,452.17</b>
4400 KWWA Operating Contract	21,157.47
<b>Total for Revenue</b>	<b>\$390,330.34</b>
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<b>Gross Profit</b>	<b>\$390,330.34</b>
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Expenditures	
6000 Payroll expenses	
6010 Salary & Wages	
6030 Salary & Wages- Public Works-Streets	\$17,204.75
6030.1 Overtime	19.31
<b>Total for 6030 Salary &amp; Wages- Public Works-Streets</b>	<b>\$17,224.06</b>
6040 Salary & Wages - Admin Staff	23,871.83
<b>Total for 6010 Salary &amp; Wages</b>	<b>\$41,095.89</b>

# Statement of Activity

## Town of Kiowa

January 1-April 11, 2026

	TOTAL
6020 Board Monthly Stipend	2,096.00
6100 Payroll Taxes (Employer)	6,071.11
6210 Deferred Health Care	4,037.16
6212 ToK Benefit Expense	4,126.54
6250 Reimbursements - Employee	753.24
6270 MyPay Solutions Contractual Fees	5,973.01
<b>Total for 6000 Payroll expenses</b>	<b>\$64,152.95</b>
6290 Professional Training & Conference	205.00
6300 Advertising & Public Notices	
6320 Public Notices	483.70
<b>Total for 6300 Advertising &amp; Public Notices</b>	<b>\$483.70</b>
6500 Insurance	
6510 CIRSA Insurance (PC & Liability)	6,232.24
6512 CIRSA (Workers Compensation)	5,587.01
<b>Total for 6500 Insurance</b>	<b>\$11,819.25</b>
6601 Donations & Sponsorships to Others	500.00
6630 Dues & Subscriptions	
6633 Professional Memberships	2,204.83
<b>Total for 6630 Dues &amp; Subscriptions</b>	<b>\$2,204.83</b>
6710 Repairs & maintenance	
6711 Trash and Janitorial	558.65
6712 Repairs & Maintenance - Streets	2,063.77
6713 Repair & Maintenance - Town Hall	377.01
6714 Repairs & Maintenance - Parks & Rec	32,325.90
<b>Total for 6710 Repairs &amp; maintenance</b>	<b>\$35,325.33</b>
6760 Rent & Lease Equipment	\$878.61
6761 Parks & Rec - Parker Port-a Potty	2,310.00
6762 Equipment Purchase/Lease	1,311.22
<b>Total for 6760 Rent &amp; Lease Equipment</b>	<b>\$4,499.83</b>
6771 Town Event Entertainment	24,600.00
6800 General Office Expenses	
6830 Copier Lease	1,024.28
6850 Computer Supplies/Software & apps	2,661.50
6860 Printing & Photocopying	1,646.25
<b>Total for 6800 General Office Expenses</b>	<b>\$5,332.03</b>
6900 Utilities	\$1,323.56
6905 Utilities- Power - CORE	2,176.24
6906 Utilities- Power- Street Lights - CORE	3,252.28
6910 Utilities- Heat - Black Hills	1,194.05
6920 Utilities - Water and Sewer - KWWA	699.56
6940 Utilities Telephone/Internet	1,395.50
6970 Security/Alarm Monitoring	2,943.85
<b>Total for 6900 Utilities</b>	<b>\$12,985.04</b>

# Statement of Activity

Town of Kiowa

January 1-April 11, 2026

	TOTAL
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7000 Professional Services	
7016 Legal Services	
7012 Legal Services - General Counsel	37,204.50
7014 Professional Services - Municipal Court	1,924.56
<b>Total for 7016 Legal Services</b>	<b>\$39,129.06</b>
7020 IT Services	
7021 Professional - IT - Phoenix Technologies	2,011.50
7022 Professional - Web Design	80.00
<b>Total for 7020 IT Services</b>	<b>\$2,091.50</b>
7040 COUNSULTING SERVICES	
7041 Professional - Consulting - SafeBuilt	5,481.28
7042 Professional - Consulting - Kimley-Horn	106,282.50
<b>Total for 7040 COUNSULTING SERVICES</b>	<b>\$111,763.78</b>
7070 IGA with ECSO	18,332.00
7090 Professional Services- Other	
7091 Professional - Code Enforcement	4,400.00
<b>Total for 7090 Professional Services- Other</b>	<b>\$4,400.00</b>
<b>Total for 7000 Professional Services</b>	<b>\$175,716.34</b>
7100 Bank Charges & Fees	5.00
7200 Vehicle Expenses	
7230 Vehicle - Repairs Maintenance	258.48
<b>Total for 7200 Vehicle Expenses</b>	<b>\$258.48</b>
7400 Road and Streets Repair	839.25
7500 Other Miscellaneous Expense	
7503 Elbert County Clerk & Recorder	72.37
7504 Elbert CO Treasurer Fee	1,140.82
<b>Total for 7500 Other Miscellaneous Expense</b>	<b>\$1,213.19</b>
<b>Total for Expenditures</b>	<b>\$340,140.22</b>
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<b>Net Operating Revenue</b>	<b>\$50,190.12</b>
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Other Revenue	
8000 Interest Income	7,283.42
<b>Total for Other Revenue</b>	<b>\$7,283.42</b>
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<b>Net Other Revenue</b>	<b>\$7,283.42</b>
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<b>Net Revenue</b>	<b>\$57,473.54</b>
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**RESOLUTION NO. 2026-06  
TOWN OF KIOWA, COLORADO  
BOARD OF TRUSTEES**

**A RESOLUTION ADOPTING THE TOWN OF KIOWA’S PURCHASING POLICY AND  
GRANTING LIMITED CONTRACT SIGNING AUTHORITY TO THE TOWN ADMINISTRATOR**

WHEREAS, the Town of Kiowa (“Town”) is a Colorado home rule municipality that has the authority of a local self-government under the Colorado Constitution and the laws of Colorado, as set forth in the Town of Kiowa Home Rule Charter (“Charter”); and

WHEREAS, Charter Section 1.04 authorizes the Town to adopt ordinances and resolutions on local and municipal matters of the Town; and

WHEREAS, Charter Section 3.02 authorizes the Town’s Board of Trustees (“Board”) to enact ordinances of the Town to preserve and enforce good government, general welfare, order and security of the Town and the inhabitants thereof; and

WHEREAS, pursuant to the Charter and C.R.S. § 31-15-302, the Board is authorized to exercise general powers in relation to the finances of the Town;

WHEREAS, by Resolution No. 21-04, the Board of Trustees adopted the Town’s Finance Policies and Procedure policy applicable to the purchasing, acquisition and procurement of products, materials, equipment, supplies and services on behalf of the Town; and

WHEREAS, per Town Ordinance No. 2026-02, the Board may authorize the Town Administrator to sign contracts on behalf of the Town following the Board of Trustees’ approval by resolution; and

WHEREAS, the Board desires to adopt the Purchasing Policy, attached hereto as **Exhibit A**, as the Town’s official policy applicable to the purchasing, acquisition and procurement of products, materials, equipment, supplies and services on behalf of the Town and replace the Finance Policies and Procedure therewith; and

WHEREAS, the Board desires to delegate authority to the Town Administrator to approve purchases on behalf of the Town and to sign contracts on behalf of the Town as set forth in the Purchasing Policy; and

WHEREAS, the Board finds that adopting the Purchasing Policy promotes government efficiency, transparency, and the wise and economical use of public funds to ensure that the Town’s funds are used to best serve the public’s interest.

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

**Section 1.** The above recitals are hereby adopted as if set forth herein for all purposes.

**Section 2.** The Purchasing Policy attached hereto as Exhibit A is hereby adopted as an official policy of the Town of Kiowa for the purposes stated therein.

**Section 3.** Any and all resolutions or policies, including Resolution No. 21-04 and the Finance Policies and Procedure adopted thereby, or parts thereof in conflict or inconsistent with the Purchasing Policy attached hereto as Exhibit A, are, to the extent of such conflict or inconsistency, hereby repealed;

provided, however, that the repeal of any such resolution or policy or part thereof shall not revive any other section or part of any resolution or policy heretofore repealed or superseded and this repeal shall not affect or prevent the purchases made under any prior resolution or policy hereby repealed prior to the effective date of this Resolution.

**Section 4.** The Board of Trustees hereby finds, determines, and declares that this Resolution is promulgated under the general police power of the Town of Kiowa, that it is promulgated for the health, safety, and welfare of the public, and that this Resolution is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that this Resolution bears a rational relation to the proper legislative objective sought to be obtained.

**Section 5.** If any part, section, subsection, sentence, clause or phrase of this Resolution is held to be void, ineffective, or invalid, for any reason, it shall be deemed severed from this Resolution and the remaining provisions shall remain valid and in full force and effect.

**Section 6.** This Resolution shall be effective immediately upon adoption.

**APPROVED AND ADOPTED BY THE BOARD OF TRUSTEES ON MARCH 10, 2026.**

TOWN OF KIOWA, COLORADO

\_\_\_\_\_  
Tammy Hart, Mayor

Attest:

\_\_\_\_\_  
Sasha Davidson, Town Clerk

# TOWN OF KIOWA

## BOARD OF TRUSTEES ADOPTED POLICY

<b>Policy Area:</b> Budget – Revenue and Finance	
<b>Title of Policy:</b> Purchasing Policy	
<b>Policy Number:</b> 26-01	<b>Number of Pages:</b> 8
<b>Approved by:</b> Town Board of Trustees, Resolution No. 2026-06	<b>Approval Date:</b> <b>Effective Date:</b>

### A. PURPOSE

The purpose of this Purchasing Policy (“Policy”) is to maximize the value of public funds spent for purchasing goods or services that benefit the Town through establishing procedures for entering into contracts for purchases and granting limited authority to the Town Administrator to purchase routine goods and services without additional Board approval. The procedures and processes herein promote government efficiency, transparency, and wise and economical use of public funds to ensure that the Town’s funds are used to best serve the public’s interest.

### B. AUTHORITY

The Town’s Board of Trustees (“Town Board” or “Board”) is authorized under the Town’s Home Rule Charter, Municipal Code, and general municipal powers to adopt policies and procedures in furtherance of the Town’s municipal functions and authority. Town Ordinance 2026-01 authorizes the Town Administrator to execute contracts approved by the Board on behalf of the Town. This Policy, adopted by Resolution 2026-06 of the Board, provides the Board’s approval of certain limited authority granted to the Town Administrator to execute contracts for the purchase of goods and services pursuant to the procedures and limitations set forth herein.

### C. SCOPE

This Policy applies to all purchases of goods and services, as well as to contracts for public improvements, made or entered by the Town unless otherwise specified by ordinance, resolution, or this Policy.

As a home rule municipality, to the extent this Policy conflicts with state law or requirements for the use of non-state funds (*e.g.*, Town general funds), this Policy shall supersede and control, unless a state law expressly pre-empts home rule authority. Purchasing and procurement procedures and requirements connected to the use of state or federal funds, or specific to the use of grant funds, shall control over this Policy.

Notwithstanding the foregoing, this Policy does not pre-empt or control over state or federal laws and purchase requirements connected to the use of state or federal funds by the Town. If a purchase is related to an intergovernmental agreement or involves the expenditure of federal or state funds, the purchase shall be conducted in accordance with applicable requirements of the intergovernmental agreement or federal and state laws and regulations including, as an

example and not as a limitation, the federal regulations controlling purchase standards and procedures in 2 CFR 200.318 – 200.327.

#### **D. GENERAL GUIDELINES**

The following guidelines apply to all purchases of goods and services and the entering of all contracts by the Town, including Exempt Purchases set forth in Section E below:

- 1) The Town Administrator is responsible for monitoring purchases of the Town and for establishing purchasing systems to be used by the Town.
- 2) All purchases must be made with funds that have been appropriated by the Town Board for the intended purpose, and purchases shall be made in accordance with funds budgeted for that purpose and charged to the proper budget account.
- 3) The Town Board or Town Administrator may, from time to time, restrict any or all budgeted purchases if there is a shortage of available cash.
- 4) Vendor quotes for materials, equipment, services, and supplies may be rejected on the basis of inferior quality or unacceptable delivery time.
- 5) In all purchasing decisions where written documentation is required, the Town Administrator shall maintain the documentation on file in accordance with the Town's record retention policies.
- 6) The purchase of quantities of materials and supplies should not be broken down with the intent of applying a less restrictive purchasing procedure.
- 7) No personal purchases may be made using the Town's funds, credit, or name.
- 8) The Town is exempt from sales and use taxes. State and local Colorado sales tax should not be paid on any purchase made by or on behalf of the Town. The Town's tax-exempt number should be given to the vendor before Colorado purchases are completed.
- 9) Unless restricted by law or this Policy, a contract for goods or services may be entered into for a period of time, as long as the total amount of the expenditure authorized in the contract does not exceed the limits set forth in this Policy. Payment and performance obligations for successive fiscal years shall be subject to appropriation.
- 10) No member of the Board may have a direct financial or personal interest in any purchase made by or contract entered with the Town.

**E. AUTHORIZED LEVELS AND REQUIRED PURCHASING PROCEDURES**

In order to fully implement a Town of Kiowa purchasing policy that will provide sufficient standardization and accountability, as well as to ensure a sufficient degree of operational flexibility in the administration of the Town, the following levels of authorization to make purchases and enter contracts on behalf of the Town are hereby approved by the Board:

<b>Purchasing Range</b>	<b>Purchasing Process</b>	<b>Purchasing and Contract Approval and Signing Level of Authorization</b>
Less than \$5,000	Exempt	Town Administrator
\$5,001 to \$25,000	Simple Purchase	Town Administrator
\$25,001 +	Formal Purchase	Town Board

**1) Exempt Purchases**

The following purchases are exempt from the purchasing processes set forth in subsection 2 of this Section E of the Policy, but are subject to the purchase classifications and level of authorization set forth in the table above:

- a) Purchases of Less than \$5,000 – Purchases in amounts less than \$5,000 are exempt from any Simple or Formal Purchase process, but competition is encouraged to ensure best value for goods and services.
- b) Professional Services – The Formal Purchase process (below) is preferred; however, services provided by those who possess a high degree of professional or specialized skill, such as accountants, public finance specialists, architects, engineers, and attorneys, may be exempt from the Purchasing Processes in this Policy, as determined by the Town Administrator. Such professional service providers must meet the minimum qualifications and standards for providing the service. The Board has the discretion to require the Formal Purchase process be completed for any professional services. The Contract Approval and Signing limits in the above table apply. Any contract for on-call professional services must be approved by the Town Board due to the possibility of costs exceeding \$25,001. “Professional service providers,” in the context of this exemption, do not include professional service providers contracted in connection with Public Works Projects.

- c) Extensions – Extension of existing contracts may be negotiated when a vendor or service provider offers to extend under the same conditions and at the same or lower price (subject to allowances for changes in the consumer price index – Denver- Aurora - Lakewood) and such extension is determined by the Town Administrator to be in the best interest of the Town. Contract extensions are limited to two (2) one-year terms beyond the initial one-year term (*i.e.*, no contract shall last longer than three (3) years inclusive of the initial term and any extension thereto.)
- d) Sole Source - A sole source purchase may be made without receiving requests for bids or quotes if it has been determined by the Town Administrator that only one vendor is capable of meeting all specifications and purchase requirements. Written justification for waiving the competitive bid process shall be provided by the Town Administrator and approved or ratified by the Town Board.
- e) Cooperative Purchasing – Purchases made through cooperative purchasing arrangements which combine the requirements of two or more political entities to obtain the advantages of volume purchase, reduction in administrative expenses, or other public benefits.
- f) Government Purchases - Purchases from federal, state, or other local government units.
- g) Emergency Purchases - Emergency conditions requiring purchases are defined as situations in which the peace, health, welfare or safety of Town employees or the public are immediately endangered. The Town Administrator, without completing competitive bidding, is authorized to purchase, use, acquire and/or lease equipment, goods, supplies, services and materials in the event of an emergency.
- h) Real Property / Water Rights – Due to the complexity and cost of purchases of water rights or interests in real property, these items are exempt from this Policy, but shall require Town Board approval.

## 2) **Purchasing Processes**

The following purchasing processes shall be followed depending on the Purchasing Process as set forth in this policy:

- a) **Simple Purchase.** Simple Purchase is accomplished through simple purchase activities that conform to Government Financial Officers Association (GFOA) principles. A reasonable and adequate number of price checks or quotes should be made to ensure a quality product or service is obtained and best value is determined. The Town Administrator, or the designee thereof, shall document the quotes received and an explanation of the reason for the Town Administrator’s final decision. The Town Administrator, or the designee thereof, reserves the right to call for formal bids at any time. The Town Administrator shall prepare a written report that is submitted to the Town Board at its monthly meeting for review, and that includes a list of all purchases made under this Simple Purchase process, including a description of the item or service and the price. The purchase report is not subject to approval by the Board.

- b) **Formal Purchase.** Formal Purchase shall be awarded through a competitive sealed process, such as an Invitation for Bid (IFB) or a Request for Proposal (RFP) process, as approved by the Town Administrator. In general, quotations or bids should be awarded to the lowest qualified, responsible responsive bidder or vendor. *Lowest qualified, responsible bidder* means the bidder with the lowest price and the highest qualifications, based on the following criteria: (1) the ability, capacity, and skill of the bidder to perform the contract or furnish the supplies required; (2) whether the bidder can perform the contract or furnish the supplies promptly or within the time specified, without delay or interference; (3) the character, integrity, reputation, judgment, experience, and efficiency of the bidder; (4) the quality of performance on previous contracts; (5) previous and existing compliance by the bidder with all laws and ordinances relating to the contract or service; (6) sufficiency of financial resources and ability of the bidder to perform the contract or furnish the supplies; (7) the ability of the bidder to provide future maintenance and service; and (8) the response to the invitation for bids. In all circumstances where a bidder other than the lowest-priced bidder is selected, the Town Administrator shall document in writing why the particular bidder was selected.

Cancellation of bid. The Town Administrator may cancel any Formal Purchase process or other solicitation or reject any proposals or bids when the Town Administrator, or their designee, deems such cancellation or rejection in the best interests of the Town. The Town shall issue notice of cancellation to all proposers or bidders solicited.

Disqualification of bids. Failure to complete the bid form or to meet the requirements identified in the bid specifications may constitute grounds for the rejection or disqualification of a bid. A bid will not be accepted from, nor shall a contract be awarded to, any person, firm, or corporation that is in arrears to the Town of Kiowa upon debt or contract, or that is a defaulter on surety or otherwise upon any obligation to the Town. Bidders may be required to submit satisfactory evidence that they have a practical knowledge of the project and that they have the necessary financial resources to complete the proposed work.

Bids Open Records. All bids opened shall become public information and open to the public. Bids not submitted by the required deadline are ineligible for consideration and will not be opened.

Award of contract. The Town shall issue a notice of award (verbal or written) to the successful bidder within a reasonable time frame following the bid opening. Failure to enter into a contract with the Town within a specified time frame shall be just cause for annulment of the award, and forfeiture of the bid guaranty (if applicable). The award of the contract may then be made to the next lowest and qualified/responsible bidder in the same manner as previously prescribed.

- c) **Public Works Projects.** All work done by the Town in the construction, reconstruction or remodeling of general public improvements ("Public Works

Projects”) with a cost of Twenty-Five Thousand Dollars (\$25,000) or more must be done by awarding a contract to the lowest responsible qualified bidder on open bids following the Formal Purchasing procedures. Public Works Projects that cost less than \$25,000 shall follow the competitive selection process in Code Section 2-151. It is unlawful to divide work into two or more separate projects for the sole purpose of evading or attempting to evade this requirement. The Town is also required to advertise for and receive bids for technical or professional services (excluding legal services), incidental assistance, and equipment that is connected to a Public Works Project (*i.e.*, the professional services exemption does not apply to services that are purchased for the completion of a Public Works Project; however, professional service providers providing general services to the Town may assist with Public Works Projects.)

1. The Town Administrator, or designee, shall post bids on the Town’s commonly utilized electronic platforms, such as BidNet Direct. The publication of the invitation to bid shall not be less than 14 days prior to the date set for the official bid opening.
2. The Town reserves the right to reject any and all bids, and the right to disregard all nonconforming, nonresponsive or conditional bids. If conflicts arise between the provisions of the text and any table, illustration, graphic depiction, or number or calculation, the provisions of the text shall apply. In the event that all bids exceed the funds allocated in the Town of Kiowa’ budget, the Town reserves the right to reduce the scope of work or reject all bids. The Town may negotiate with the lowest responsible, qualified bidder to reduce the scope of work as required to conform to the funds available. Entering into negotiations does not guarantee the subsequent award of the bid.
3. The Town shall conduct such investigations as deemed necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the contract documents to the Town’s satisfaction within the contract time. The Town reserves the right to reject the bid of any bidder who does not pass any such evaluation to the Town’s satisfaction. If the contract is awarded, it will be awarded to the bidder who, by evaluation, the Town determines will best meet the Town’s interest.
4. The Town may consider the qualifications and experience of the bidder, subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) identified for any portion of the work. Operating costs, maintenance considerations, performance data and guarantees of time, materials and equipment may also be considered by the Town.
5. Performance and Payment Bonds. For public works and construction projects exceeding \$50,000, the Town requires performance, labor and materials bonds at 100% of contract amount.

6. Bid Bond. All invitations to bid for construction contracts in any amount greater than \$50,000 shall include requirements for bid security. Bid security shall be a bond provided by a surety company authorized to do business in the state of Colorado. Bid security for construction contracts in any amount greater than \$50,000 but less than \$500,000 shall be in an amount that covers 5 percent (5%) of the estimated project cost. Bid security for construction contracts in any amount greater than \$500,000 shall be in an amount that covers 10 percent (10%) of the estimated project cost. The bid security is submitted to guarantee that the bid will be maintained in full force and effect for a period of thirty (30) calendar days after then opening of bids or as specified in the solicitation documents.

**F. CREDIT CARD PURCHASING CARD PROGRAM:**

The purpose of the Purchasing Card Program is to streamline and simplify the requisitioning, purchasing and payment processes for small dollar transactions less than \$5,000. The following sets forth the Town's Purchasing Card Program:

- 1) Card holding employee is responsible for:
  - a. Signing the card upon receipt;
  - b. Assuring that the tax-exempt number of the Town is given to all vendors and assuring that the Town is not charged sales taxes. Failure to do so will require employee to reimburse the Town taxes paid.
  - c. Requesting a receipt and making sure that no additional invoices be sent when making purchases over the telephone to avoid double payment of the purchase.
  - d. Town volunteer members shall not exercise purchases of equipment or materials for the Town, except through an employee.
  - e. Keeping all receipts generated by their purchases in order to reconcile the purchases to the monthly statement.
  - f. Reconciling the monthly statement on the reconciliation sheet and accompanying receipts and submitting to the Board of Directors for approval or ratification.
  - g. Ensuring compliance to the IRS and the Town's requirements that whenever meals are purchased with Town funds, include the following information on the receipt:
    - i. The name(s) of the persons participating in the business meal;
    - ii. The nature of the business meeting;
    - iii. The date of the meeting;
    - iv. The location of the meeting; and
    - v. The itemized receipt showing the meal order.
  - h. Attach a copy of the class registration form, conference agenda or meeting agenda to the statement using the P-card for classes or training.
  - i. Attach a copy of the hotel bill (if an overnight stay is involved) to the statement along with a copy of any information detailing the purpose of the trip, when using

the P-card for travel, verifying that all transactions on the statement were made by the employee and on behalf of the Town.

- 2) Statement Review. On a monthly basis the Financial Officer Treasurer shall review the purchases made by employee(s) with the P-card to assure that all purchases made were appropriate, within established limits, and that the product(s) were delivered to and used by the Town. In the event that a review reveals the inappropriate use of a P-card, the employee may lose the privilege of using the P-card. The employee may also face disciplinary action up to and including termination. The employee shall be held responsible for any transaction that is not documented by receipt or any transaction not made in the interest of the Town of Kiowa. Unauthorized purchases using the P-card include any purchase of goods or services where there is a contractual obligation or potential liability to the Town.
- 3) When it is necessary to return an item to a vendor, the employee is to request that a credit be issued to the P-card account. The employee is never to accept cash or a store credit when returning item that was paid with the P-card.
- 4) P-cards are to be used for the Town of Kiowa business only. Any employee found to be using the P-card for personal use is subject to disciplinary action up to and including dismissal. Failure to comply with the procedures outlined in this document may result in the cancellation of P-card privileges and may be subject to legal action.

#### **IMPLEMENTATION OF POLICIES AND PROCEDURES - EFFECTIVE DATE:**

Upon adoption by the Board, this Purchasing Policy shall become the guidelines for performing and managing the Town's financial affairs. It is recommended that this Purchasing Policy be reviewed on an annual basis, so as to incorporate any changes mandated by State law or necessary for proper implementation or public transparency with respect to the Town's financial processes and annual Budget procedures.

The Board, as well as all employees of the Town, are encouraged to become familiar with this Purchasing Policy.

This Purchasing Policy shall be effective upon approval by the Town's Board of Trustees.

**RESOLUTION NO. 2026-07  
TOWN OF KIOWA, COLORADO  
BOARD OF TRUSTEES**

**A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE TOWN OF KIOWA AND KIMLEY-HORN AND ASSOCIATES, INC., FOR  
GENERAL ENGINEERING SERVICES, AND AUTHORIZING THE TOWN ADMINISTRATOR  
TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN**

WHEREAS, pursuant to Ordinance No. 2026-02, the Board of Trustees (“Board”) of the Town of Kiowa (“Town”) may, by resolution, authorize the Town Administrator to sign a Board-approved contract on behalf of the Town; and

WHEREAS, the Town’s Purchasing Policy, adopted by Board Resolution No. 2026-06, exempts contracts for professional services, such as general engineering services, from the Formal Purchase process (defined in the Purchasing Policy), and requires Board approval of on-call professional service contracts; and

WHEREAS, the Board has determined that the Town requires reliable and experienced professional engineering services to support the planning, design, construction, maintenance, and operation of public infrastructure and capital improvement projects in the Town, as well as provide general engineering review of land use and development applications submitted to the Town; and

WHEREAS, Kimley-Horn and Associates, Inc. (“Kimley-Horn”) is a nationally recognized engineering and consulting firm with substantial experience providing municipal engineering services to local governments, including services related to transportation, utilities, stormwater management, land development, and capital project delivery; and

WHEREAS, through existing work completed by Kimley-Horn for the Town on certain public improvements, Kimley-Horn has demonstrated technical expertise and familiarity with applicable federal, state, and local laws, regulations, and standards governing the Town’s infrastructure and development; and

WHEREAS, the Board finds that Kimley-Horn possesses the professional qualifications, staffing capacity, and resources necessary to provide timely, cost-effective, and high-quality general engineering services tailored to the Town’s needs; and

WHEREAS, the Board further finds that retaining Kimley-Horn for general engineering services will promote the efficient administration of Town projects, support informed decision-making, and advance the health, safety, and welfare of the community; and

WHEREAS, the Board desires to engage Kimley-Horn to serve as the Town’s general engineering consultant pursuant to a professional services agreement setting forth the scope of services, compensation, and other terms and conditions; and

WHEREAS, the Board desires to authorize the Town Administrator, after consultation with the Town Attorney, to execute a contract between the Town and Kimley-Horn for general engineering services substantially in the form attached hereto as **Exhibit A**.

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

Section 1. The above recitals are hereby adopted as if set forth herein for all purposes.

Section 2. The Board hereby: (1) approves the Agreement for Professional Services between the Town and Kimley-Horn for General Engineering Services substantially in the form attached hereto as **Exhibit A** (“Agreement”); (2) authorizes the Town Attorney to make necessary edits to the Agreement that do not materially impact the obligations of the Town under the Agreement; (3) authorizes the Town Administrator and Town Clerk, after consulting with the Town Attorney and once the Agreement is in final form, to execute and witness the Agreement on behalf of the Town.

Section 3. This Resolution shall be effective immediately upon adoption.

APPROVED AND ADOPTED BY THE BOARD OF TRUSTEES ON \_\_\_\_\_, 2026.

TOWN OF KIOWA, COLORADO

\_\_\_\_\_  
Tammy Hart, Mayor

Attest:

\_\_\_\_\_  
Sasha Davidson, Town Clerk

**EXHIBIT A**

*{See attached.}*

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into 16th day of September, 2024 by and between the **TOWN OF KIOWA**, State of Colorado (hereinafter referred to as the "Town") and **Kimley-Horn and Associates, Inc.** (hereinafter referred to as "Consultant")

### **RECITALS:**

- A. The Town requires professional services from a multidisciplinary firm for the Kiowa SH-86 Sidewalk and Drainage Improvements project, as directed by the Board of Trustees or its designees.
- B. Consultant has held itself out to the Town as having the requisite expertise and experience to perform the professional services as may be required by this municipality.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Consultant shall provide to the Town professional consulting services as follows:

### **I. SCOPE OF SERVICES**

The scope of services is and shall be professional services for the civil engineering services to prepare final design plans, specifications, and a cost estimate for the Town of Kiowa – SH-86 Sidewalks and Drainage Improvements ("the Project") project., as directed by the Board of Trustees or the authorized designee of the Board of Trustees. Consultant shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for projects as directed.

### **II. THE TOWN'S OBLIGATIONS/CONFIDENTIALITY**

The Town shall provide Consultant with reports and such other data as may be available to the Town and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the Town or pursuant to lawful court order directing such disclosure. All documents provided by the Town to Consultant shall be returned to the Town. Consultant is authorized by the Town to retain copies of such data and materials at Consultant's expense.

### **III. COMPENSATION**

A. Payment shall be made in accordance with the schedule of charges in Exhibit A, which is attached hereto and incorporated herein by this reference, which may be changed from time to time by written Addendum to this Agreement. Invoices will be itemized and include hourly breakdowns for all personnel and other reimbursable charges. The total agreed upon project cost is \$1,487,256.00.

B. Consultant shall submit monthly statements requesting payment. Such request shall be based upon amount and value of the work and services performed by Consultant under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the Town.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the Town no later than the twenty-fourth (24<sup>th</sup>) day of each month for payment pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24<sup>th</sup>) day of any given month, Consultant defers its right to payment pursuant to said late invoices until the twenty-fourth (24<sup>th</sup>) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoices provided by this Agreement.

3. Consultant shall provide the Town with written notice when the estimated fee is expected to be exceeded and submit a revised proposal if the amount exceeds 110% of the agreed upon project cost.

C. The Town has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the Town.

D. In the event payments for services rendered have not been made within forty-five (45) days from receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for uncontested billing, Consultant may, after giving seven (7) days' written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days' written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services as soon as practicable.

#### **IV. COMMENCEMENT AND COMPLETION OF WORK**

Consultant shall commence work upon execution of this Agreement.

#### **V. COMPLIANCE WITH LAW**

The work and services to be performed by Consultant hereunder shall be done in compliance with Colorado Department of Transportation requirement and Consultant's best interpretation of other applicable laws, ordinances, rules and regulations.

A. INDEMNIFICATION – GENERAL: The Town cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence the Consultant, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the Town, its Council members, officials, officers, directors, agents and employees from claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Consultant, its employees, or subcontractors, or others for

whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the Town, its Council members, officials, officers, directors, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Consultant shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Town, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney fees, but only to the extent caused by negligent acts, errors or omissions of the Consultant, its employees, or subcontractors, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph IX.B. to indemnify the Town for the negligent acts of the Town, its Council members, or any of its officials, officers, directors, and employees.

C. INDEMNIFICATION – COSTS: Consultant shall, to the fullest extent permitted by law, defend and provide defense for and defend against, liability, claims or demands at the expense of Consultant or, at the option of the Town, agrees to pay the Town or reimburse the Town for the defense costs incurred by the Town in connection with any such liability, claims or demands. Consultant shall, to the fullest extent permitted by law, defend and bear other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgement of a court of any competent jurisdiction that injury, loss or damage was caused in whole or in part by the act, omission or other fault of the Town, its Council members, officials, officers, directors, agents and employees, the Town shall reimburse Consultant for the portion of the judgement attributable to such act, mission or other fault of the Town, its Council members, officials, officers, directors, agents and employees.

D. To the extent this Agreement is subject to C.R.S. § 13-50.5-102(8), Consultant's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of the Consultant or of any subcontractor of the Consultant. If Consultant is providing agricultural, engineering, surveying, or other design services under this Agreement, the extent of Consultant's obligation to defend, indemnify and hold harmless the Town may be determined only after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

## **VII. INSURANCE**

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law.

B. Consultant shall procure and maintain the minimum insurance coverage listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Consultant pursuant to Section VI. Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement and Employer's Liability insurance with minimum limits in accordance with Colorado law. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of three hundred fifty thousand (\$350,000) each occurrence and nine hundred ninety thousand dollars (\$990,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (included completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products and completed operations. The policy shall contain a severability of interests provision.

3. The policy required by this Agreement shall be endorsed to include the Town and the Town's officers, employees and Consultant as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, its employees or its Consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

4. The certificate of insurance provided for the Town shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and shall be reviewed and approved by the Town prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days' prior written notice has been given to the Town. The completed certificate of insurance shall be sent to:

Town of Kiowa  
404 Comanche Street  
PO Box 237  
Kiowa, Colorado 80117

5. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of agreement upon which the Town may immediately terminate this Agreement, or at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

6. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Provided however, the Town agrees a copy of said policy may constitute confidential financial and propriety information within the meaning of the Colorado Open Records Act, C.R.S. Section 24-72-201, *et seq.*, and as such, the Town agrees that such documents shall not be made available to a third party without an order of a court of competent jurisdiction.

7. The parties hereto understand and agree that the Town, its officers and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (Presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the Town, its officers or its employees.

#### **VIII. NONASSIGNABILITY**

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

#### **IX. TERMINATION**

This Agreement shall terminate upon the Town's providing Consultant with thirty (30) days' advance written notice. In the event the Agreement is terminated by the Town's issuance of said written notice of intent to terminate, the Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

#### **X. CONFLICT OF INTEREST**

The Consultant shall disclose any personal or private interest related to property or business within the Town. Upon disclosure of any such personal or private interest, the Town shall determine if the interest constitutes a conflict of interest. If the Town determines that a conflict of interest exists, the Town may treat such conflict of interest as a default and terminate this Agreement.

## **XI. VENUE**

This Agreement shall be governed by the laws of the State of Colorado. And any legal action concerning the provisions hereof shall be brought in the County of Elbert, State of Colorado.

## **XII. INDEPENDENT CONSULTANT**

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

## **XIII. ILLEGAL ALIENS**

A. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with any illegal alien who will perform work under the Agreement and that Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Consultant shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Consultant shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Consultant shall:

a. Notify the subcontractor and the Town within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides additional information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

D. Duty to Comply with Investigations. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Agreement.

E. If Consultant does not currently employ any employees, Consultant shall sign this **No Employee Affidavit** attached hereto.

F. If Consultant wishes to verify lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the **Department Program Affidavit** attached hereto.

#### **XIV. NO WAIVER**

Delays in enforcement or the wait of any one or more defaults or breaches of this Agreement by the Town shall constitute a waiver of any of the other terms or obligations of this Agreement.

#### **XV. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between Consultant and the Town, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein.

#### **XVI. NOTICE**

Any notice or communication between Consultant and the Town which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first-class United States mail, addressed as follows:

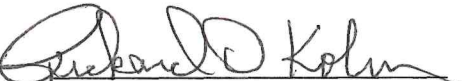
The Town: Town of Kiowa  
404 Comanche Street  
PO Box 237  
Kiowa, CO 80117  
(303) 621-2366 Phone  
(303) 621-2595 Fax

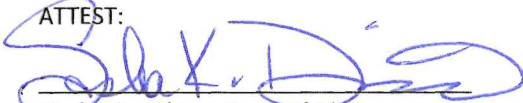
Copy to: Ruth Borne, Town Attorney  
27 Main Street, Suite 103  
Edwards, CO 81632  
(970) 748-1187

Consultant: Anthony Pratt, P.L.A., E.N.V SP.  
Kimley-Horn and Associates, Inc.  
6200 S. Syracuse Way, Suite 300  
Greenwood Village, CO 80111


IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.


**TOWN OF KIOWA, COLORADO**

By:   
Rick Kolm, Mayor

ATTEST:   
Sasha Davidson, Town Clerk

**CONSULTANT**

By:   
Anthony Pratt, Authorized Signer

ATTEST:  
  
Project Manager, Associate  
Title Date

PROSPECTIVE CONSULTANT'S CERTIFICATE REGARDING EMPLOYING OR  
CONTRACTING WITH AN ILLEGAL ALIEN

FROM: Kimley-Horn  
(Prospective Consultant)

TO: Town of Kiowa  
404 Comanche Street  
PO Box 237  
Kiowa, CO 80117

Project Name: Kiowa SH-86 Sidewalk and Drainage Improvements project

Bid No. 01

Project No. 2024-01

As prospective Consultant for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this 16th day of September, 2024.

Prospective Consultant Kimley-Horn and Associates, Inc.

By:  \_\_\_\_\_

Title: Authorized Signer, Associate

»» MP 43

**AFFIDAVIT**

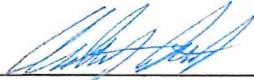
1. **Check and complete one:**

I, \_\_\_\_\_, am a sole proprietor doing business as \_\_\_\_\_, I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements on that Agreement.

**OR**

I, Anthony Pratt, PLA, am an owner/member/shareholder of Corporation (specify type of entity – i.e., corporation, limited liability company), that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements on that Agreement.

2. **Check one.**

I, , am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- A valid Colorado Driver's license or a Colorado Identification card
- A United States military card or a military dependent's identification card
- A United States Coast Guard Merchant Mariner card
- A Native American tribal document or
- In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state required the applicant to prove lawful presence prior to the issuance of the identification card
- Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both the consultant's citizenship/lawful presence and identify.

**OR**

I am otherwise lawfully present in the United States pursuant to federal law.

Consultant must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to the Town.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DEPARTMENT PROGRAM AFFIDAVIT**

(To be completed if Consultant participates in the  
Department of Labor Lawful Presence Verification Program)

I, \_\_\_\_\_, as a public Consultant under contract with the Town of Kiowa  
(the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly  
hired for employment to perform work under this public contract for services ("Contract") with the  
Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324(a),  
which verify the employment eligibility and identity of newly hired employees who perform work under  
this Contract; and

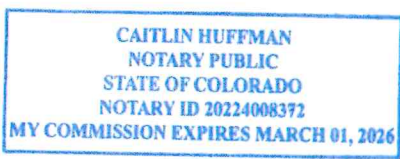
3. I have not and will not alter or falsify the identification documents for my newly hired  
employees who perform work under this Contract.

*[Handwritten Signature]*  
\_\_\_\_\_  
Consultant Signature

September 17, 2024  
\_\_\_\_\_  
Date

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF Arapahoe        )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 17<sup>th</sup>  
day of September, 2024 by Anthony Pratt as Authorized Signer of Kimley-Horn



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

**ACCEPTABLE DOCUMENTS FOR  
LAWFUL PRESENCE VERIFICATION**

Documents that Serve to Prove Citizenship/Lawful Presence and Identification:

- Colorado Driver's License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent's Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

**OR**

Documents that only Serve to Prove Citizenship/Lawful Presence:

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child's Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documentation that Establishes a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

**AND**

Documents that Serve to Prove Identification

- A Driver's License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State, or Local Government
- A Driver's License Issued by a Canadian Government Authority



September 16, 2024

Ms. Kimberly Boyd, MPA  
Town of Kiowa  
P.O. Box 237, 404 Comanche Street  
Kiowa, CO 80117

**RE: *Town of Kiowa CO-86 Sidewalk and Drainage Improvements***

Dear Ms. Boyd,

Kimley-Horn and Associates, Inc. ("Kimley-Horn") is pleased to submit this scope and fee letter to the Town of Kiowa ("Town") for providing civil engineering services to prepare final design plans, specifications, and a cost estimate for the Town of Kiowa – CO-86 Sidewalks and Drainage Improvements ("the Project") project.

### **Project Understanding**

The Town of Kiowa is the County Seat of Elbert County (County), located on CO-86, nine miles east of Elizabeth, 25 miles east of Castle Rock, and about 55 miles southeast of Denver. As the Town continues to grow, the need for updated infrastructure that meets the Public Right-of-Way Accessibility Guidelines (PROWAG) and Americans with Disabilities Act (ADA) compliance and creates a safe environment for all users/modes of transportation has become even more imperative.

Current infrastructure within Kiowa is aging, putting a heavy burden on its residents when it comes to accessibility and reaching their desired destinations within the Town safely and efficiently. There are several locations along CO-86 through Kiowa where the existing sidewalks and curb ramps do not meet ADA standards due to narrow widths or steep cross slopes or are missing completely. There is also a lack of sufficient storm drainage infrastructure, which creates difficulty for pedestrians, bikes, and those using mobility devices to travel along CO-86 through the downtown area to businesses, residential neighborhoods, town facilities, and school, especially during the winter months. The lack of a sufficient storm drain system causes ice to build up (14 to 16 inches) along the edge of the roadway, especially on the south side of CO-86 and over existing sidewalks or pathways, making accessibility dangerous and unusable for days to several weeks at a time.

In 2009, the Town completed a Sidewalk and Drainage Report (2009 Report) outlining the necessary infrastructure improvements along the corridor. The initial design concept is to install a storm drain system that would provide removal of melting snow and ice so that it cannot refreeze overnight and create a hazard to motorists and non-drivers alike. This system would also serve to reduce gutter flows and spread width during rainstorms. The Town also seeks to have a signal warrant analysis completed for the intersection of Ute Avenue and Comanche Street (CO-86). All proposed improvements would need to be coordinated with adjacent/overlapping projects.

The intent of this project is to upgrade/fix sub-standard infrastructure while also giving the Town a main street that it is proud of and represents its history and identity. Improvements will be implemented within Town limits from just east of the bridge on the west side of Town to the County Road 45 intersection along CO-86 (See Figure 1: Project Limits) and will consist of the following:

- Reducing the four lanes of traffic to two and include a center turn lane, to better control the traffic flow;
- Design a stormwater drainage system that begins at the bridge on the west side of town and connects with the newer sidewalks and curb lines at CR-45, northbound and southbound.

- Signal warrant analysis at the intersection of Comanche St (CO-86) and Ute Avenue/Kiowa-Bennett;
- Improve bike and pedestrian connectivity by implementing continuous ADA compliant sidewalks/multi-use paths on both the north and south side of CO-86.
- Implement new ADA compliant curb ramps on both the north and south side of CO-86;
- Design the project such that it will be constructed in a sustainable fashion which benefits the social and economic needs of the Town and adjacent landowners and businesses.



*Figure 1: Project Limits*

## Scope of Services

Kimley-Horn will provide the services specifically set forth below.

### Task 1 Project Management and Coordination

#### Task 1.A Project Oversight/Management

The Kimley-Horn Project and Deputy Project Managers will provide weekly oversight and management of the project. Kimley-Horn will provide up to two-hundred and sixty-four (264) hours of total effort throughout the duration of the eighteen (18) month project schedule. Additional required project management and oversight will be considered an additional service.

#### Task 1.B Project Management Plan (PMP)

Kimley-Horn will create a Project Management Plan (PMP) for the project. The PMP is anticipated to consist of the following:

- Scope of Services;
- Schedule (Tasks, meetings, milestones, critical path, delivery dates, workshops, and public meetings tied directly to the scope of work tasks. Updates to the schedule are to be included in the monthly progress reports);
- List of Submittals and associated submittal dates;

- Budget (work breakdown structure);
- Action item list;
- Design decision register;
- Project team contact list;
- Project risks;
- Project vision;
- Quality Assurance/Quality Control (QA/QC) plan; and
- Project change (change orders) management plan.

Kimley-Horn will address up to one (1) round of reasonable consolidated comments from the Town on the PMP initially and update it throughout the life of the project. The PMP will be posted on a shared drive for both the Town and the consultant team to access.

## **Task 1.C Project Meetings**

### **Task 1.C.1 Kickoff Meeting**

Kimley-Horn will prepare for, coordinate, and attend up to one (1) 60- minute virtual project Kickoff Meeting. This meeting is assumed to include up to ten (10) Kimley-Horn staff members, up to six (6) subconsultant discipline leads and Town and CDOT staff.

### **Task 1.C.2 Consultant Project Manager Check-ins with Town Project Manager**

Kimley-Horn will prepare for, coordinate, and attend up to thirty (30) virtual bi-weekly 30-minute Town/Consultant Project Manager Coordination Meetings. The purpose of these meetings will be to review project status and coordinate on action items.

### **Task 1.C.3 Project Management Team (PMT) Meetings**

Kimley-Horn will prepare for, coordinate, and attend up to twelve (12) virtual 60-minute meetings with the PMT. The purpose of these meetings will be to review activities required to be completed since the last meeting, activities required to be completed by the next meeting, solutions proposed for unresolved or anticipated issues, coordination information or items required from other agencies (such as CDOT, Town maintenance staff and stakeholders). Kimley-Horn will prepare meeting agendas, an action item tracking list, and meeting minutes for each PMT Meeting.

### **Task 1.C.4 Adjacent/Overlapping Project Coordination**

Kimley-Horn will coordinate with the Town and CDOT staff on the adjacent/overlapping CDOT Bridge and Resurfacing projects. The Kimley-Horn team will look to specifically coordinate the following design tasks:

- *US Army Corps of Engineers (USACE) and Federal Emergency Management Agency (FEMA) Permitting;*
- *Placement of lane lines and turn lanes within the CDOT resurfacing project;*
- *Coordination with CDOT bridge G-19-B replacement design team;*
- *Hydraulic channel modeling support;*

**Task 1.C.5 USACE, FEMA and County Floodplain Administrator Coordination**

To allow for the construction of a new outfall to the unnamed tributary, a Nationwide Permit will need to be applied for through the Army Corps of Engineers' Denver Regulatory Office. Kimley-Horn will complete the following tasks in support of this permitting effort.

***Aquatic Resource Delineation and Summary Memorandum***

Based on a preliminary review of the Project, jurisdictional wetlands and/or surface waters (aquatic features) have the potential to be present within the limits of the project. Kimley-Horn will conduct one (1) day of field reconnaissance to delineate the extents of aquatic features within the outfall limits in accordance with the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual and regional supplement. The results of the delineation will be summarized in a brief memorandum including a graphic depicting the limits of aquatic features observed during the delineation. One (1) upland and one (1) wetland USACE Wetland Determination Data Form will be completed for each aquatic feature, if applicable. One (1) Ordinary High-Water Mark (OHWM) form will be completed for each surface water feature, if applicable. Aquatic feature locational data will be collected via handheld GNSS receiver. This task does not include coordination with a professional land surveyor for field locating flags or data points.

Deliverable(s): Aquatic Resource Delineation Memorandum

***USACE Nationwide Permit Application and Pre-Construction Notification***

Kimley-Horn will prepare an application for Nationwide Permit (NWP) 7 – Outfall Structures authorization from the USACE Denver Regulatory Office. Kimley-Horn will prepare the Pre-Construction Notification (PCN) and provide a project narrative, associated wetland impact tables, and figures depicting the limits of wetland impacts. For the purposes of this scope, it is assumed that impacts to aquatic features will total less than 0.1-acre and no mitigation will be required. If impacts exceed 0.1-acre and mitigation is required, this scope will need to be revisited. Once the application is submitted, Kimley-Horn will respond to up to one (1) Request for Additional Information (RAI) from USACE. If additional responses are required to fulfil the USACE requests, the client will be notified and a cost for the additional survey will be prepared. Note: The Consultant makes no warranty that regulatory agencies will issue the permits and approvals desired by the Client.

Deliverable(s): USACE Nationwide Permit Pre-Construction Notification

***Outfall Permitting, No Rise Certification, and Coordination***

This task includes application of a Floodplain Development Permit through the local Floodplain Administrator. It is assumed that Bentley FlowMaster cross-section and a one (1) sheet Exhibit can be provided to show a No-Rise Condition and therefore, additional permitting through FEMA will not be required. If permitting through FEMA is determined to be required, it will be considered an additional service, and this scope will need to be revisited. Note: The Consultant makes no warranty that regulatory agencies will issue the permits and approvals desired by the Client.

Deliverable(s): Floodplain Development Permit Application

**Task 1.C.6 FIR Plan Review Meeting**

Kimley-Horn will prepare for, coordinate, and attend up to one (1) virtual 60-minute FIR Plan Review Meeting. The purpose of this meeting will be to coordinate with the Town and CDOT staff about FIR design review comments. This meeting is assumed to include up to eight (8) Kimley-Horn staff members and Town and CDOT staff.

**Task 1.C.7 FOR Plan Review Meeting**

Kimley-Horn will prepare for, coordinate, and attend up to one (1) virtual 60-minute FOR Plan Review Meeting. The purpose of this meeting will be to coordinate with the Town and CDOT staff about FOR design review comments. This meeting is assumed to include up to eight (8) Kimley-Horn staff members and Town and CDOT staff.

**Task 1.D Monthly Invoicing, Budget Monitoring and Reporting**

Kimley-Horn's Project Manager will monitor the project budget regularly and provide the Town with monthly invoices and a description of work and a progress report. Kimley-Horn will provide up to xx (x) hours of total effort for this task.

*Task 1 Deliverables:*

- Project Management Plan;
- Meeting Minutes/Notes;
- Monthly Progress Reports; and
- Project Delivery Selection Report

**Task 2 Data Collection and Analysis**

Kimley-Horn will perform data collection and analysis services for the project improvements along CO-86.

**Task 2.A Topographic Survey and Right-of-Way**

**Task 2.A.1 Topographic Design Survey**

Kimley-Horn, in partnership with a qualified subconsultant, will prepare a Topographic Design Survey of the subject property showing the location of visible structures, utilities, planimetric features, and grade breaks.

- The limits of the survey will be based upon the area shown in Figure 2 below;
- Horizontal datum will be based upon the CDOT SH-86 bridge design coordinate system;
- Vertical datum will be based upon the CDOT SH-86 bridge design benchmarks;
- Underground utility information will be based upon visible surface evidence and markings placed as part of task 2.C; and
- A one-foot contour interval map will be prepared from field spot elevations.

The scope and fee provided for this task consists of one surveyor site mobilization to obtain required field data and does not include additional surveyor mobilizations. Revisions to the topographic design survey based on changes or additions to the scope will be considered an additional service.



*Figure 2: Project Survey Limits*

**Task 2.A.2 Right-of-Way and Boundary**

Kimley-Horn will research city and county records for current rights-of-way, property, and ownership information within the Project vicinity. Kimley-Horn will assist with ownership research and title commitment review.

Kimley-Horn, in partnership with a qualified subconsultant, will perform field boundary reconnaissance to locate and collect existing monumentation and evidence. Collected information will be analyzed and a professional opinion will be reached as to the most probable location of the rights-of-way and property lines. These rights-of-way and property lines will be used in the preparation of maps, diagrams, and legal descriptions and exhibits as part of tasks 2.A.3 and 2.A.4.

**Task 2.A.3 Maps and Diagrams**

Kimley-Horn will prepare the following maps and diagrams in accordance with applicable requirements:

- Project Control Diagram
- Land Survey Control Diagram
- Ownership Map

**Task 2.B Utility Coordination**

Kimley-Horn, through use of qualified sub-consultant Triunity, will coordinate with impacted utility owners. The following tasks will be included in the work:

**Preliminary Engineering Phase – Utility Coordination**

- Coordinate with utility companies during the preliminary and final design phases of this project.

1. Host up to five (5) 1-hour virtual coordination meetings each with 8 utility owners including agendas and meetings minutes. (up to 40 meetings total).
2. Identify initial relocation timelines where applicable
3. Establish cost responsibility and ROM cost for relocations where the project will be responsible for the cost.

## **Task 2.C Subsurface Utility Engineering (SUE) QL-B**

Kimley-Horn, through use of qualified sub-consultant Triunity, will complete the SUE investigation. The following tasks will be included in the work:

### **Project Coordination and Meetings**

- Up to 18 1-hr Design Coordination, kick-off, FIR/FOR meetings, and Miscellaneous internal coordination activities.
- Monthly progress reports, invoicing, and subcontract administration.
- Miscellaneous project startup and file-sharing activities

### **Preliminary Engineering Phase – Preliminary SUE Investigation**

- Records research, which will include the following:
  1. Submit a notification to the Colorado811;
  2. Contact local utility providers to request records.
  3. Collect known data on utilities within the project area – (keymaps, electronic files, as-built drawings, GIS data, etc.).
- Complete subsurface utility designation by geophysical investigation (Quality Level B) using equipment capable of radio frequency generation and detection.
- Develop existing utility base mapping in appropriate CAD standards depicting the achieved quality levels, utility ownership, type, size, and material where provided.
- Prepare preliminary SUE plans to be combined with the 30% Utility Coordination Plans
- Prepare a preliminary SUE report documenting the quality levels achieved for each utility depicted in the plans and indicating areas where data reliability is limited, and additional investigations may be warranted.

### **Preliminary Engineering Phase – Field Inspection Review (FIR-30%)**

- Develop a Utility Conflict Matrix identifying impacted utilities.
  1. Assumes approximately 40 utility facilities impacted by the project.
- Prepare 30% Utility Coordination/SUE Plans, and ROM Cost Estimate

### **Preliminary Engineering Phase – Utility Coordination**

- Coordinate with utility companies during the preliminary and final design phases of this project.

1. Host up to five (5) 1-hour virtual coordination meetings each with 8 utility owners including agendas and meetings minutes. (up to 40 meetings total).
2. Identify initial relocation timelines where applicable
3. Establish cost responsibility and ROM cost for relocations where the project will be responsible for the cost.

**Final Engineering Phase – Field Office Review (FOR-90%)**

- Develop a Utility Conflict Matrix identifying impacted utilities.
  1. Assumes approximately 40 utility facilities impacted by the project.
- Prepare 90% Utility Coordination Plans, Specifications, and Cost Estimate
- Prepare FIR plan review comment responses.

QL-A data collection will be completed as required and has been added to the contract as an allowance. All work related to QL-A test holes and reporting is not included in the base fee. See the allowance section for further detail.

**Final Utility Plans**

- Prepare Final SUE/Utility Coordination Plans, Specifications, cost estimates. The Final SUE plans will be stamped and sealed by a professional engineer licensed in the state of Colorado; and
- Prepare and submit the Utility Clearances/Sign Off Agreements per CDOT Standards and coordinate the Utility Clearance Certification if applicable. Final Clearance documentation to be prepared as part of the 100% plan submittal.

*Task 2.C Assumptions and Exclusions:*

- Engineered design of utility relocations is not included;
- Field survey, to be performed by others, will be coordinated by Triunity to pick up designation marks and above ground utility features for utility base file mapping;
- Limit of SUE investigation as shown in Figure 1 at the end of this document;
- Quality Level B mapping of non-metallic, untraceable, unmapped, or abandoned utilities, thrust blocks, traffic loops, irrigation systems, septic systems, underground storage tanks, and drain tiles is excluded. These facilities will be represented on the plans as Quality Level D where shown on existing maps, as-builts, or other records obtained as part of the research and investigation;
- Ground Penetrating Radar is excluded;
- Cleaning of manholes filled with water or debris is excluded;
- Confined space entry is excluded;
- CCTV services to locate sanitary mains and services are excluded;
- Permit costs are not included in the fee, and will be sent as a pass-through cost, where applicable;
- Test Hole cost is an estimate only based on recent vendor pricing. Actual costs will vary depending on soil conditions, permit requirements for traffic control, working hours, test hole methods, and restoration; and

- Test Hole Restoration excludes panel replacement for sidewalks or concrete roadways.

**Task 2.D Traffic and Safety Analysis and Report**

Kimley-Horn will perform a traffic and safety analysis based on data-driven components that will refine the improvements recommended along CO-86. Kimley-Horn will utilize the most recent crash data from the CDOT database for the past five-years within the project's limits. The team will request any additional crash data from the Town to account for crashes located directly off CO-86. Existing traffic data and pedestrian counts along the corridor will also be collected. Specifically, two (2) 24-hour vehicle tube counts will be placed along the corridor to collect existing traffic volumes, vehicle speeds, and vehicle classifications. Additionally, existing 12-hour turning movement counts will be collected at the Ute Street and Comanche Street/CO-86 intersection to perform a signal warrant analysis. This traffic signal warrant evaluation will be prepared in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) 11<sup>th</sup> Edition published traffic signal warrant criteria. Kimley-Horn will analyze the existing traffic data and existing infrastructure to identify reasonable mitigation measures/strategies to improve continuity and connectivity for vulnerable roadway users throughout the Town. Kimley-Horn will prepare a draft traffic and safety analysis to be submitted to the Town and CDOT for review. The draft report will be revised as appropriate and prepared for final.

**Task 2.E Geotechnical Investigation and Report**

Kimley-Horn, through use of qualified sub-consultant Yeh and Associates ('Yeh'), will complete the Geotechnical Investigation and Pavement Design. The field investigation for the project will be performed in accordance with the Colorado Department of Transportation (CDOT) criteria. Yeh will drill a total of up to seven (7) borings to obtain information for pavement design and two (2) deep borings to provide information for traffic signal pole foundation recommendations. The pavement borings will be drilled to depths of approximately 10 feet along the section of CO-86 between the bridge at the west end of town and County Road 45. The borings will be spaced at approximately 1000 feet per direction. The deep borings will be advanced to depths of 25 to 30 feet and will be spaced diagonally across the intersection.

The borings may be terminated at a shallower depth if auger refusal in cobbles and boulders, or bedrock, is encountered before the planned termination depth.

The boring locations will be marked in the field prior to drilling operations. Yeh will then contact Colorado 811 to arrange to have the underground utilities marked. Drilling permits will be obtained from CDOT and the Town, as needed. It is anticipated the drilling and sampling will take up to one (1) working day. It has been assumed that traffic control will be required.

The drilling operations will be monitored by a Yeh geologist or engineer. The field personnel will prepare a field log for each boring which will describe the subsurface conditions, groundwater levels, penetration test blow counts, sampling intervals, and types of samples obtained in addition to taking soil samples for testing.

The boreholes will then be backfilled with the auger spoils following drilling operations and any borings taken through existing pavement will be patched with non-shrink grout.

**Laboratory Testing**

The recovered samples will be classified by the project geotechnical engineer in accordance with the Unified Soil Classification System (USCS) and the American Association of State Highway Transportation Officials (AASHTO). A laboratory testing program will then be implemented to evaluate the pertinent engineering properties of the soil. It is anticipated that the following tests will be performed as part of our evaluation:

- Moisture and Density
- Dry Unit Weight
- Grain Size Distribution
- Atterberg Limits
- AASHTO Classification
- Swell / Consolidation
- R-Value
- Total Sulfates, Chlorides, pH, and Resistivity

The actual amount and type of testing required will be a function of the conditions encountered at the boring locations.

**Engineering Evaluation and Report**

The results of the field investigation, laboratory testing, and engineering analysis will be presented in a report that will include the following information:

- Plan of borings, boring logs, and laboratory test results.
- Description of the soil and groundwater conditions at boring locations.
- Soil stability information.
- Pavement designs for hot mix asphalt (HMA) and Portland Cement Concrete (PCC) Pavement using the CDOT Mechanistic-Empirical (M-E) Design Program.
- Caisson Foundation Recommendations in accordance with CDOT requirements.
- Earthwork recommendations, including site preparation, fill placement and compaction.
- Construction considerations, such as excavation, dewatering, and subgrade instability.

A draft report will be submitted for review and comment and the final report will be submitted after all comments on the draft report have been addressed. The report will be stamped and sealed by a Professional Engineer licensed in the State of Colorado.

**Task 2.E Assumptions and Exclusions:**

- Pavement Design for this project will follow applicable CDOT Standards;
- Our scope of service does not include surveying the boring locations. Boring locations will be identified using a handheld GPS unit;
- Infiltration testing is excluded from this scope;
- Our scope of service does not include contracting a private underground utility location service, should Colorado 811 not be able to adequately locate utilities; and
- Environmental sampling and testing are excluded. If potentially hazardous materials are encountered, drilling operations will be stopped, and the project team will be notified.

## **Task 2.F CDOT Clearance Support**

Kimley-Horn will endeavor to obtain the necessary CDOT clearances prior to the advertisement for construction. Kimley-Horn will coordinate, prepare, and submit applications, analyze, and develop necessary design information for the appropriate agencies to obtain applicable permits and clearances. It is assumed that the majority, if not all the required CDOT clearances will be approved post 90% (FOR). Note: The Consultant makes no warranty that regulatory agencies will issue the clearance and approvals desired by the Client.

### **Task 2.F.1 Right of Way Clearance**

Kimley-Horn will coordinate with CDOT right-of-way staff to process the required right-of-way clearance for the project. It is expected that the proposed improvements will be designed within the existing right-of-way. It is assumed that the Town will provide a letter for CDOT stating the work is within existing right-of-way. Kimley-Horn will prioritize the evaluation of the existing right-of-way identified in the survey that may affect the placement of proposed design improvements such as sidewalks and curb ramps and design the improvements to fit the project constraints as appropriate. It is assumed that no permanent ROW acquisition will be required and that up to forty (40) temporary construction easements (TCE) will be required for these improvements. TCE exhibits and legal descriptions will be provided to the Town and CDOT for approval. See Task 2.A.4. This task includes time for coordination between the projects assigned CDOT representative, Darren Wolterstorff (Kimley-Horn Survey lead), TRS (ROW Acquisition lead) and Chris Hopkins, the Kimley-Horn CDOT clearance lead. It is assumed no Right-of-way plans will be required for this project. Kimley-Horn will provide up to eight (8) hours of coordination time to complete this task.

### **Task 2.F.2 Utility Clearance**

Kimley-Horn, using qualified sub-consultant, Triunity will coordinate with utility companies to identify required utility relocations along the CO-86 corridor within the project limits. Kimley-Horn will complete task 2.B and 2.C to obtain Town and CDOT utility clearance. This task includes time for coordination between the projects assigned CDOT representative, Triunity (Utility Coordination lead) and Chris Hopkins, the Kimley-Horn CDOT clearance lead. Kimley-Horn will provide up to eight (8) hours of coordination time to complete this task.

### **Task 2.F.3 CDOT Forms and Paperwork**

Kimley-Horn will support the Town by coordinating with the projects assigned CDOT representative to determine which forms will be required to obtain an approved clearance. Kimley-Horn will have a running agenda item on the reoccurring PMT meeting (see task 1.C.3) to ensure that each form is filled out and submitted at the appropriate time helping the project move forward. Kimley-Horn will provide up to fifty-six (56) hours to complete this task.

## **Task 2.G Environmental Study and Report (NEPA Clearance)**

This task includes general project management including virtual attendance of up to three project meetings (i.e., Kick-off, FIR, and FOR). Project duration is assumed to be 18 months. Kimley-Horn will conduct limited natural resource site investigations within the project site to confirm that no significant environmental impacts related to natural resources will result from the project. The scope of the site

investigations will be limited to hazardous materials, biological resources, historic, archaeological, 4(f) non-historic and 6(f), visual, and environmental justice resources. Kimley-Horn, through use of a qualified subconsultant Pinyon Environmental, will complete the investigations for historic and archaeological resources. Resource investigation scopes are provided below.

**Task 2.G.1 Air Quality**

The project will be reviewed per 40 CFR 93.126 for National Ambient Air Quality Standards (NAAQS) under the criteria provided in the Clean Air Act and is anticipated to be categorically exempt, as it is not improving capacity. No air quality impacts are anticipated as a part of this project.

**Task 2.G.2 Noise**

The project will be reviewed per 23 CFR 772 for noise analysis and is anticipated to be exempt. No noise impacts are anticipated as a part of this project.

**Task 2.G.3 Hazmat**

Kimley-Horn will conduct an initial site assessment (ISA) of the project area, per the CDOT Hazardous Materials Guidance (the "Guidance"). This will include an environmental database review (500 ft. radius review), historical records review, site reconnaissance, detailed regulatory file review, and interagency collaboration to identify potential contamination sites. Site reconnaissance will be conducted to ground truth the available database information. Publicly available files and/or databases maintained by Colorado Department of Public Health & Environment (CDPHE), or other regulatory agencies will be reviewed for documented sites. Following data review and site reconnaissance, a report will be prepared to document the findings, if any. The purpose of this report is to identify and evaluate known or potential contamination sites, classify identified findings in low, medium or high rankings based on the threat to human health and the environment, present recommendations concerning these problems, and discuss potential impacts to the project. Based on the information and recommendations provided in the initial hazardous materials assessment, further analysis of the project may be required.

**Task 2.G.4 Biological Resources**

Kimley-Horn will conduct up to one (1) site visit to assess the biological resources within the project and immediate vicinity to evaluate the potential for usage by state and/or federal protected species. In preparing this assessment, Kimley-Horn will conduct the following tasks:

Review readily available natural resource documentation, previous environmental studies and/or geospatial data (provided by client, if available), existing permits (if available) and protected species information;

Request and review information from the USFWS and CPW regarding potential and known occurrences of protected species on and near the project; and

Conduct field reconnaissance regarding biological resources: this task includes one (1) site visit by a qualified biologist to note any existing nests that may be utilized by migratory birds protected under the Migratory Bird Treaty Act.

This scope is a preliminary level review and does not include detailed species surveys. Thus, if during this investigation it is determined that additional field surveys are required to meet the state and/or federal survey protocol, the client will be notified and a cost for the additional survey will be prepared. This scope does not include listed species permitting, if required. No significant impacts to biological and/or water resources are anticipated.

**Task 2.G.5 Water Resources**

Kimley-Horn will complete an Aquatic Resource Delineation Report as a part of Task 1.C.5. This report will be utilized as the basis of information for the water resource evaluation section of the NEPA Clearance.

**Task 2.G.6 Historic Resources**

The project will utilize federal funds and therefore compliance with Section 106 of the National Historic Preservation Act (NHPA) is required. Kimley-Horn, through qualified subconsultant Pinyon, will develop an Area of Potential Effects (APE) in coordination with the Town and CDOT. It is assumed that the APE will surround the estimated limits of disturbance and will be expanded to full limits of historic properties impacted by project activities. Once the APE is established, Pinyon will research the Office of Archeology and Historic Preservation (OAHP) COMPASS database, the CDOT Historic Bridge Inventory and Historic Sites Viewer, USGS topographic maps, and local assessor data for the presence of potential historic resources within the APE.

A preliminary review of the corridor indicates the presence of numerous potentially historic properties located along the south side of CO 86 through the extent of the proposed project limits. Furthermore, CO 86 is a significant highway according to the CDOT Highway Study and is un-surveyed through the project area.

Pinyon assumes up to 20 OAHP cultural resource inventory forms will be required for properties impacted by project activities (i.e., ROW impacts). Should more than 20 properties requiring survey be identified this scope will need to be revisited and additional fee may be required. Pinyon will coordinate the level of effort for evaluation with the CDOT Region Historian and provide documentation for compliance with Section 106 and historic Section 4(f), including up to 20 historic property evaluation forms; eligibility and effects letter; APE map; associated GIS data, and historic Section 4(f) de minimis form(s). This task assumes up to 2 meetings with CDOT. Survey is assumed to occur from the ROW and no right of entry will be required. Pinyon assumes a Section 106 determination of no adverse effect; should the project result in a determination of adverse effect, this task will need to be revisited and additional fee will be required.

**Task 2.G.7 Archaeological**

Due to the disturbed nature of the proposed project area Pinyon assumes no pedestrian survey is required, and archaeology will be cleared internally by CDOT.

**Task 2.G.8 Section 4(f) Non-Historic and Section 6(f)**

Kimley-Horn will collaborate with the CDOT environmental reviewer to discuss potential impacts to 4(f) non-historic and 6(f) resources within the limits of the project. Kimley-Horn will provide relevant

information to the CDOT environmental reviewer in order to obtain clearance for these resources, if present. No significant impacts to these resources are anticipated.

**Task 2.G.9 Visual Impact Assessment (VIA)**

Kimley-Horn will complete a Visual Impact Assessment (VIA) questionnaire to evaluate the level of assessment required. The level of assessment will be confirmed with CDOT upon completion of the questionnaire. Kimley-Horn assumes “high levels of visual compatibility” will be the findings of the questionnaire and that a VIA is not required. If a VIA Memo, Standard VIA, or additional sketches, coordination and/or a detailed technical memorandum is requested by CDOT, additional fee will be required.

**Task 2.G.10 Environmental Justice**

Environmental Justice (EJ) populations may be present in the project and should be mapped based on census data. The project is not adding transportation capacity and therefore qualifies for the CDOT Environmental Justice Clearance Memo “Option B” to evaluate for the presence of minority or low-income populations in the project area. It is assumed that Kimley-Horn will not be required to evaluate for high and adverse effects; should population or adverse effects be identified, additional scope and fee would be required. Regarding public outreach, including that for EJ populations, Kimley-Horn assumes that this is to be led by the public outreach team through the efforts in Task 3. Kimley-Horn will inform the team as to whether there are linguistically isolated populations in the study area and, if so, which language materials should be translated into for outreach. Outreach efforts will be very briefly summarized in the Type B Memo, which will refer to the public outreach documentation for a full description of the outreach effort(s).

**Task 2.G.11 Environmental Summary Report**

Kimley-Horn will complete the Type I Categorical Exclusion checklist (CDOT Form 128) along with the environmental support documentation to be submitted to CDOT for review. The environmental support documentation will summarize the environmental resource evaluations from the CDOT Form 128 checklist and findings from site investigations led by Kimley-Horn and Pinyon Environmental. It is anticipated that no significant environmental impacts will result from this project. Upon approval from the Town, Kimley-Horn will submit the environmental support documentation and CDOT Form 128 checklist to CDOT Region 4 Environmental for review. Kimley-Horn will respond to one (1) round of comments and/or requests for additional information from CDOT environmental related to submission of the environmental support documentation and CDOT Form 128 checklist.

The environmental support documentation will include:

Introduction and project description;

Resource evaluation sections:

- Air Quality (No investigation anticipated);
- Noise (No investigation anticipated);
- Hazmat;
- Biological Resources;
- Water Resources

- Historic Resources;
- Archaeology;
- 4(f) Non-historic and 6(f)
- Visual;
- Environmental Justice;
- Section 4(f) (Anticipated clearance provided by CDOT); and
- Section 6(f) (Anticipated clearance provided by CDOT)

**Implementation of project mitigation commitments (if applicable based on coordination);**

**Figures:**

- Location Map;
- USGS Quadrangle Map;
- Contamination Sites Map (if applicable);
- Biological Resources Map (if applicable); and
- Historical Sites Map (if applicable)

**Appendices:**

- Photographic Log;
- HAZMAT ISA
- Biological Resources Memo and IPAC Report;
- Historic Resources Report (Provided by Pinyon);
- Visual Assessment Questionnaire; and
- Community Outreach Documents (if applicable)

**Task 2 Deliverables**

- Quarterly Environmental Progress Reports;
- HAZMAT ISA;
- Biological Resource Memo;
- Historic Resources:
- APE Map;
- Up to 3 Architectural Inventory Forms (OAHF 1403); and
- Eligibility and Effects Letter
- Archeology:
- Class 1 Report
- VIA Questionnaire;
- CDOT Environmental Justice Clearance Memo "Option B";
- Required CDOT forms;
- Utility Base map;
- Preliminary SUE Report;
- Utility Matrix to be incorporated into the FOR and Final Plans;
- Combined SUE/Utility Coordination Plans, Specifications, and Cost Estimate;
- Utility Coordination Meeting Minutes and Agendas; and
- Final SUE/Utility Coordination Plans, Specifications, Cost Estimate, Clearance documentation.

**Task 3 Stakeholder and Public Engagement****Task 3.A Public Involvement Plan and Coordination**

The Kimley-Horn team will create a Public Involvement Plan (PIP) to outline the Public Engagement approach for the duration of the planning and design process. The PIP will include the purpose and goals for the stakeholder coordination and workshops, Open Houses, and any additional public meetings. This Plan will be updated throughout the process to include meeting purpose, dates, times, and location. The project team will coordinate any updates or revisions to the PIP with the Town of Kiowa.

**Task 3.B Community Wide Survey and Door to Door Engagement**

The Kimley-Horn team will develop up to one (1) community-wide survey to gather feedback on the project's vision and goals. The project team will disseminate the survey results and will be reviewed by the team as we work through the planning and design process. In addition to the community survey, the Kimley-Horn team will provide up to one (1) door-to-door engagement effort to inform the community about this project, any upcoming meetings or events, and garner additional feedback. This effort will ensure that we reach as many community members as possible throughout the engagement process. Kimley-Horn will provide up to one-hundred and nine (109) hours to complete this task.

**Task 3.C and 3.D Open House #1 and #2 (In-Person and Virtual)**

Kimley-Horn will host two (2) in-person and two (2) virtual Open House events throughout the engagement process. These Open Houses are intended to inform the community about the project's purpose and schedule while also gathering additional information on the community's vision and priorities. The project team will discuss with the community to understand the existing issues and constraints within the project limits. The Open Houses will be one of many opportunities for the community to voice their concerns and workshop their vision to resolve these issues. The date, location, and time of these meetings will be determined in the PIP.

**Task 3.E Stakeholder Meetings (In-Person and Virtual)**

The Stakeholder meetings are intended to bring a more focused approach to the engagement process. The project team will work with the Town of Kiowa and CDOT to develop a comprehensive list of stakeholders and community champions to provide directed feedback during the planning and design process. We will host a minimum of five (5) in-person and/or virtual meetings with these stakeholders. The date, location, and time of these meetings will be determined in the PIP.

**Task 3.F Public Engagement Summary Report**

The project team will summarize all public engagement efforts throughout the planning and design process. This summary will include results from the community-wide survey as well as a recap of each in-person and virtual meeting. This summary report will highlight any major pinch points from the community's comments to help guide the design process.

*Task 3 Deliverables*

- Public Involvement Plan;
- Community Wide Survey;

- Summary of Survey Responses;
- Meeting Materials for all Public Events; and
- Public Engagement Summary Report

**Task 4 Alternatives Analysis, Concept Development (30%) and Cost Estimate**

The alternatives analysis and concept development (30%) design phase are anticipated to consist of the development of initial roadway, urban design, drainage and green infrastructure design concepts. Kimley-Horn will first perform an alternatives analysis with input from the Town, key stakeholders, public, and CDOT. Following the selection of the preferred alternative Kimley-horn will develop 30% level design concepts in Roll Plot form.

**Task 4.A Alternative Analysis**

Kimley-Horn will work with the Town to develop up to two (2) different roadway cross sections/alternatives within the project limits along CO-86. The alternatives will focus on the following:

- Remove one through lane in both the east and west directions bringing the cross section down to one through lane in each direction;
- Provide curb extensions at intersections to help improve sight lines and shorten pedestrian crossings;
- Provide an ADA accessible route from one end of the project to the other on both the north and south side of CO-86;
- Provide bike connectivity from one end of the project to the other on both the north and south side of CO-86;
- Maintain existing parking along both the north and south side of CO-86, but will look to analyze site distances to determine whether daylighting is required at intersections; and
- Provide a center left turn lane from one end of the project to the other. Certain segments of the corridor may be conducive to a raised center median to help with traffic calming and access control.

Kimley-Horn will develop the following documents during the alternative analysis phase:

- Typical sections: Up to two (2) sections for each alternative. One of the sections will represent the 90' Right-of-Way segment while the other will represent the 100' Right-of-Way segment. Up to four (4) total typical sections will be developed;
- Intersection layout: Up to one (1) intersection layout will be developed; and
- CO-86 corridor linework: the team will develop horizontal linework for a half block segment along CO-86.

All linework developed during this phase will be drawn on aerial imagery.

**Task 4.B Alternatives Analysis Memo (Recommendations and Input from Community)**

Kimley-Horn will develop an alternative analysis memo to document the process in which the team took to land on the preferred alternative. The memo will include a summary of public engagement efforts, key decisions that led to the preferred alternative, a summary of the benefits that the preferred alternative will bring to the community and the design elements that were not wanted by the Town and community. Upon

award of construction funding this memo will be used to ensure that the preferred alternative is implemented as agreed upon by the Town, public, and key stakeholders.

#### **Task 4.C 30% Concept Design**

Kimley-Horn will take the preferred alternative that was developed during the alternatives analysis phase (Task 4.B) and will progress it forward towards a 30% level.

##### **Task 4.C.1 Roadway Design**

Kimley-Horn will develop horizontal linework for the entire CO-86 corridor within the project limits both along CO-86 and at intersections. The linework developed during this task will be drawn on collected survey data. The team will also look to identify potential Right-of-Way and utility conflicts during this phase to begin developing mitigation strategies for the project. Kimley-Horn will also refine the typical sections developed during the alternative analysis phase (Task 4.B) and will show the sections on the eventual 30% roll plot (Task 4.F).

##### **Task 4.C.2 Urban Design (Pedestrian Lighting, Landscaping & Irrigation, Enhanced Corner, Parkway and Median Treatments)**

###### **Urban Design Inventory**

Kimley-Horn will inventory and analyze the location and condition of existing site furnishings and public art along the corridor including seating, bike racks, parklets, planters, transit stops and shelters, murals and other art features, pedestrian and roadway lighting, and trash receptacles. In addition, special attention will be paid to existing materiality, the distribution of active uses, which uses are currently spilling over the sidewalk, how the buildings meet the sidewalk, and character including hardscape and architectural features and landmarks along the corridor and in the surrounding neighborhoods within proximity to the project limits.

###### **Urban Design Standards and Guidelines**

Kimley-Horn will develop Design Standards and Guidelines for the corridor to include preferred public realm and livable street strategies, the final concept design aesthetic theme, illustrative/rendered plans of typical spaces including major and minor gateways, sample block locations, and a streetscape palette of elements and amenities. Kimley-Horn will document methods for incorporating elements into existing and future developments and public projects. The standards and guidelines will evolve as the project progresses and will be finalized upon completion of the project. Using the preferred Urban Design Standards and Guidelines, Kimley-Horn will incorporate urban design concepts and landscape architecture into the final design (60%, 90%, 100%), and final construction documents to create inviting urban spaces with landmark urban design elements.

###### **Tree Inventory**

Kimley-Horn will conduct an existing tree inventory and future canopy opportunity analysis. Kimley-Horn will conduct up to one (1) two-hour site visit to inventory and analyze the condition of the existing trees along the corridor and perform a preliminary investigation into future canopy opportunities. This effort will identify which trees along the corridor require replacement, rehabilitation or do not need any attention, as well as identify strategies for growing the canopy. Each tree, within the project limits, will be given a

reference number and be rated based on structure, vigor, and other notes specific to each location that may affect long-term tree health. Following the site walk, Kimley-Horn will prepare one (1) Existing Tree and Future Canopy Opportunity Memorandum.

**Tree Maintenance and Management Plan**

With input from the Town Operations and Maintenance team, Kimley-Horn will develop low-maintenance alternatives for the establishment of a robust and continuous tree canopy. Kimley-Horn will conduct up to one (1) two-hour landscape design and maintenance workshop to present up to 3 alternative planting strategies. Once a preferred option is identified, Kimley-Horn will work with staff to develop an operations and maintenance plan, including annual cost estimates.

**Task 4.C.3 Drainage Design and Water Quality**

Kimley-Horn will show the results of the preliminary hydrology and hydraulic analysis (Task 4.E) on the 30% roll plot. This will include a preliminary horizontal layout of storm sewer infrastructure with preliminary sizing of inlets and pipes. This layout will include an approximate location for outfall of the storm sewer system for coordination with CDOT and permitting agencies.

Kimley-Horn will provide the Town with up to three (3) alternatives for incorporation of green infrastructure for water quality treatment of stormwater into the project design. These alternatives will be presented with the 30% roll plot, to include potential locations of each alternative on the roll plot, schematic sketches of potential designs, and additional information on design, cost, maintenance, and other considerations for the Towns review. This task does not include sizing/design of any green infrastructure.

**Task 4.D 30% Roll Plot (Roadway, Drainage, Signing & Striping, Urban Design, GI)**

Once concept design has reached a 30% level Kimley-Horn will develop a 30% roll plot for submission to the Town and CDOT. The 30% roll plot will include the following information:

- Horizontal roadway geometry/linework;
- Horizontal storm sewer layout;
- Typical sections;
- Survey mapping information (ROW, topographic and utility);
- Green Infrastructure/water quality locations (hatching);
- Limits of placemaking opportunity sites along with amenity zone dimensions and locations;
- Design data/criteria;
- Preliminary roadway centerline horizontal alignments and station information;
- Potential Easement or ROW needs (hatching);
- North arrow and scale bar; and
- Design annotation such as dimensioning, potentially impacted utilities and material callouts.

*Task 4.D Assumptions and Exclusions:*

- Concept design for the 30% concept design roll plot will include horizontal designs only. Vertical roadway and drainage profile and grading designs will be complete during the 60% FIR design phase.

**30% Roll Plot Town and CDOT Design Review and Comment Resolution**

An electronic PDF of the 30% roll plot and cost estimate will be submitted to the Town and CDOT for review. Once comments have been received, Kimley-Horn will summarize comments and comment responses within a comment matrix and will coordinate with Town and CDOT 30% roll plot design reviewers as needed to clarify comment questions. Kimley-Horn will address up to one (1) round of reasonable consolidated Town and CDOT design review comments on the 30% roll plot and begin to prepare the 60% (FIR) plans and cost estimate.

#### **Task 4.E Preliminary Hydraulic/Drainage Analysis and Report**

Kimley-Horn will provide a Preliminary Drainage Report (PDR) to support the preliminary design of the storm sewer system to be included on the 30% roll plot. The PDR will include an existing conditions analysis and preliminary proposed conditions analysis, to include:

- Existing Conditions Drainage Map with basin delineations based on topographic survey and publicly available GIS contours. This task includes one (1) site visit to field verify existing basin delineations.
- Existing conditions hydrologic analysis utilizing the Rational Method. CDOT and Elbert County Criteria will be utilized for all analysis.
- Preliminary Proposed Conditions Drainage Map with modified existing basin delineation based on preliminary proposed improvements, including preliminary storm sewer layout from Task 4.C.
- Text report describing the existing conditions of the project limits in terms of drainage and the Criteria used and to be used for final design.
- Supporting calculations for the preliminary sizing of the storm sewer system

The PDR and associated analyses will utilize Elbert County and CDOT drainage design criteria. The PDR will be submitted one (1) time at the 30% design phase. Town and CDOT comments on the PDR will be incorporated into the Final Drainage Report (Task 6.C).

#### **Task 4.F 30% Concept Level Cost Estimate**

Kimley-Horn will provide a 30% concept level Engineers Opinion of Probable Construction Cost (EOPCC). All estimates and/or opinion of probable construction costs will be submitted with each review (30%, 60% (FIR), 90% (FOR) and Final) based on acceptable standards.

Kimley-Horn will calculate all plan quantities as part of the cost estimate (with appropriate level of detail to progress) and plan development process. Consistent with the cost estimate breakout, Kimley-Horn will also prepare Summary of Approximate Quantities sheets to be included in the construction plan set. Pay item numbers will be consistent with CDOT standard pay items and units of measure (or with Elbert County standard pay item if developed in alignment with this project's schedule). Pay items proposed as a lump sum unit of measure will be discussed with the Town's project manager prior to submittal for review. Unit prices will be based on the CDOT Construction Cost Index and current Elbert County pricing information from recent similar construction projects.

#### **Task 4.G Internal QA/QC**

At key internal milestones within the 30% Concept Development phase Kimley-Horn will provide quality assurance and quality control (QA/QC) for the roll plot and cost estimate.

**Task 4 Deliverables**

- Alternative analysis memo;
- 30% Design Concept Roll Plot;
- 30% Concept Level Cost Estimate;
- Preliminary Hydraulic/Drainage Report; and
- Green Infrastructure Technical Memorandum

**Task 5 60% (FIR) Design and Review**

**Tasks 5.A to 5.A.21 60% Plan Set, Cost Estimate and Specification Index**

Kimley-Horn will respond to Town and CDOT 30% concept/roll plot design review comments while progressing the design from a 30% level to 60% (FIR). The 60% design will build on the 30% level design by including roadway profiles, grading, drainage, erosion control, green infrastructure (GI), traffic signal, retaining wall type selection and layout; and landscape architecture/streetscape designs. The 60% plans will also include a utility conflict matrix and plans. Updates to the EOPCC, Geotech report and drainage report will be made, and a project specification index will be developed. Plan sheets and project specifications will follow CDOT standards. The 60% plans are anticipated include the following:

- Title Sheet (up to one (1) sheet);
- Standard Plans List (up to one (1) sheet);
- General Notes (up to five (5) sheets);
- Abbreviations and Acronyms (up to one (1) sheet);
- Summary of Approximate Quantities (up to two (2) sheets);
- Survey Control (up to one (1) sheet);
- Horizontal Control (up to one (1) sheets);
- Draft Subsurface Utility Engineering (SUE) Plans (up to six (6) sheets);
- Typical Sections (as required) (up to four (4) sheets);
- Removal and Reset Plans (up to 6 (6) sheets);
- Roadway Plans (up to 6 (6) sheets);
- Roadway Profiles (up to six (6) sheets);
- Intersection Plan Sheets (2D) (up to three (3) sheets);
- Intersection Plans/Detail Sheets (Pedestrian Curb Ramp, Curb Extensions and Sidewalk Details (Grading Sheets)) (up to twelve (12) sheets)
- Median Details (up to six (6) sheets);
- Driveway/property tie-in details (up to five (5) sheets);
- Roadway Detail Plans (up to four (4) sheets);
- Roadway Cross Sections (25-foot intervals) (up to thirty-three (33) sheets);
- Drainage Plan and Profiles (up to fifteen (15) sheets);
- Signing and Striping Plans (up to six (6) sheets);
- Landscape Architecture/Streetscape Plans and Details – See Task 5.A.18;
- Retaining Wall Layouts (up to six (6) sheets) – See Task 5.A.19;
- Traffic Signal Design and Plans – See Task 5.A.20;
- Erosion Control (SWMP) Plans (up to twenty-five (25) sheets) – See Task 5.A.23;
- Utility plans – See Task 2.C;
- Updated SUE Plans – See Task 2.C; and

- Utility Conflict Matrix – See Task 2.C

**60% Town and CDOT FIR Design Review and Comment Resolution**

An electronic PDF of the 60% plans and updated cost estimate will be submitted to the Town and CDOT for review. Once comments have been received, Kimley-Horn will summarize comments and comment responses within the comment matrix and will coordinate with Town and CDOT FIR design reviewers as needed to clarify comment questions. Kimley-Horn will address up to one (1) round of reasonable consolidated Town and CDOT FIR design review comments on the 60% plans and begin to prepare the 90% (FOR) PS&E package.

**Landscape Architecture Sheets (Task 5.A.18)**

Kimley-Horn will prepare Landscape Architecture (LA) and Urban Design Plans to be included in the 60% Plans. The LA/UD Plans are anticipated to consist of the following plan sheets and include a detailed layout of the streetscape elements, including furnishings, branding, and wayfinding, proposed plantings with a plant list identifying species, quantities, sizes, locations, spacing of plant material, quantities, general notes, and irrigation design.

- LA Planting Plan (up to ten (6) sheets);
- LA Planting Standard Details (up to four (4) sheets);
- LA Irrigation Plan (up to ten (6) sheets);
- LA Irrigation Standard Details (up to five (5) sheets);
- LA Layout and Materials Plan (up to ten (6) sheets);
- LA Layout and Materials Standard Details (up to eight (8) sheets); and
- LA Jointing Plan (up to ten (6) sheets)

**Retaining Wall Type Selection and Layouts (Task 5.A.19)**

It is anticipated that retaining walls will be required at three (3) locations along the corridor. This scope assumes that all walls are less than 4 ft. in retained height (from the finished grade to the top of the wall at any point along the length of the wall), which would classify all walls as landscape walls.

Kimley-Horn will develop up to six (6) plan sheets for retaining wall layouts for the 60% plans. Plans will show the retaining wall locations and elevations including top and bottom of wall elevations. This phase in the project will also include wall type selection. Kimley-Horn will prepare one (1) wall selection memo that will summarize:

- Wall design criteria/site conditions (with input from the geotechnical investigation)
- Wall retained height and structure stability considerations
- Wall horizontal and vertical alignments
- Environmental constraints
- Utility constraints
- Constructability
- Material type and availability
- Aesthetic comparisons
- Resiliency/service life
- Details of the two (2) options for consideration
- Cost comparison for the two (2) options
- Recommended alternative

This scope assumes the same wall type will be applied at all locations. If multiple wall types are required, they will be completed as an additional service. Coordination with up to two (2) suppliers is included in this scope to verify the material availability and wall costs. This scope assumes that the selected wall type is a supplier-designed product such as a modular block wall, and no calculations, independent design checks, or custom details will be developed by Kimley-Horn. No custom pedestrian railing or design for traffic protection at the retaining walls is included in this scope, it is assumed that all walls are outside of the roadway clear zone.

#### ***Traffic Signal Design (Task 5.A.20)***

This project involves the design of a traffic signal at the intersection CO-86 & Ute Ave (the "Project Intersection") to support the roadway modifications included with the Project. It is understood that the improvement may be determined to be a Pedestrian Hybrid Beacon (HAWK) signal or other crossing treatment depending on the warrant analysis, see Task 2.D.

The proposed traffic signal at the Project Intersection is anticipated to include the proposed locations of traffic signal poles and mast arms, traffic signal heads, traffic signal signs, vehicle detection equipment, emergency vehicle preemption equipment, luminaires, traffic signal controller cabinet, conduit runs and ground boxes.

The traffic signal design will be prepared in accordance with Town, Colorado Department of Transportation (CDOT), and Manual on Uniform Traffic Control Devices ("the MUTCD") standards and requirements.

#### ***Data Collection***

Kimley-Horn will perform the following data collection tasks:

- Assemble design standard details and specifications from the Town and CDOT;
- Obtain readily available existing record drawings and file information from Town and CDOT files, including, roadway plans, right-of-way information, and utility maps; and
- Perform a field reconnaissance of the Project Intersection to determine existing field conditions, and above ground utility locations, and to identify potential locations for proposed traffic signal equipment.

#### ***Traffic Signal Design and Plans***

Kimley-Horn will prepare traffic signal design at the Project Intersection per Town and CDOT standards and requirements including the items referenced above.

During the alternatives phase, Kimley-Horn coordinate with the project team to determine the potential location of traffic signal equipment and coordinate on design revisions as needed. Kimley-Horn will address comments as out lined above.

The traffic signal design plans are anticipated to include the following plan sheets:

- CDOT Standard Plans List (up to one (1) sheet);
- General Notes Sheet (up to one (1) sheet);
- Traffic Signal Plan (up to one (1) sheet); and

- Summary of Approximate Quantities (up to one (1) sheet).

The final plans will be signed and sealed by a Professional Civil Engineer licensed in the State of Colorado.

**Specification Index (Task 5.A.22)**

Kimley-Horn will prepare preliminary project specification index in accordance with CDOT standards for Town and CDOT review. A full set of project specifications will be submitted at the 90% FOR submittal.

**Task 5.A.23 Storm Water Management Plan (SWMP) Report**

Kimley-Horn will prepare a Stormwater Management Plan (SWMP) Report that meets CDOT and Elbert County Criteria. The report will utilize CDOT’s most recent template for disturbances of one (1) acre or more. This task includes submittal of the SWMP Report at the 60%, 90%, Final, and Bid design phases, for a total of four (4) submittals. If additional submittals are required, it will be considered an additional task.

This task includes application for the Colorado Department of Public Health and Environment (CDPHE) Construction Stormwater Permit through the online application system. This task will require coordination with the Town to identify the appropriate Town staff to submit the application, create an online account, and fill out the application. It is assumed that once a contractor is selected, the CDPHE Construction Stormwater Permit will be transferred from the Town to the contractor. Obtaining the CDPHE Construction Stormwater Permit will be required to be included in the CDOT Clearance Package. This task does not include application for any additional CDPHE permits.

**Task 5.B Internal 60% QA/QC**

At key internal milestones within the 60% FIR design phase Kimley-Horn will provide quality assurance and quality control (QA/QC) for the roll plot and cost estimate.

*Task 5 Deliverables*

- 60% FIR plans;
- 60% FIR specification index;
- 60% FIR EOPCC;
- Final Hydraulic/Drainage Report
- Preliminary SWMP Plan and Report;
- Final Project Delivery Method Analysis Report;
- 60% SUE and Utility Plans; and
- Retaining Wall Type Selection Memo

**Tasks 6 90% (FOR) Design and Review**

**Task 6.A to 6.A.5 90% (FOR) Plans, Specifications, Cost Estimate (PS&E)**

Kimley-Horn will respond to Town and CDOT FIR design review comments while progressing the design and plans from a 60% (FIR) level to 90% (FOR). The 90% design will build on the 60% level design by including, tabulation sheets, details of retaining walls and traffic control and construction phasing designs.

Updates to the EOPCC will be made and a full set of project specifications will be developed. Temporary traffic control and construction phasing designs will follow the Manual on Uniform Traffic Control Devices (MUTCD). The 90% plans are anticipated to have the following additions:

- Tabulation Sheets (up to eight (8) sheets); and
- Traffic Control Plans and Construction Phasing Schedule – See Task 6.A.3 and 6.A.4; and
- Retaining Wall Details (property tie-ins) – See Task 6.A.5.

**90% Town and CDOT FOR Design Review and Comment Resolution**

An electronic PDF of the 90% plans, updated cost estimate and project specifications will be submitted to the Town and CDOT for review. Once comments have been received, Kimley-Horn will summarize comments and comment responses within the comment matrix and will coordinate with Town and CDOT FOR design reviewers as needed to clarify comment questions. Kimley-Horn will address up to one (1) round of reasonable consolidated Town and CDOT FOR design review comments on the 90% plans and begin to prepare the Final PS&E package.

**Suggested Construction Phasing and Traffic Control Plans (Task 6.A.3 and 6.A.4)**

At the 90% design level Kimley-Horn will prepare suggested Construction Phasing and Temporary Traffic Control Plans that are anticipated to present the approximate locations and quantities of standard traffic control devices at each project location.

Anticipated sheets and assumptions for the suggested traffic control and project phasing plans shall include the following:

- Up to one (1) title sheet/key show general notes, a work zone typical section and description of each phase of construction;
- Up to ten (10) 50-scale sheets showing each phase of construction for each project improvement along the corridor. These sheets will include further description of construction activity per phase. These sheets will also include potential detour plans for closures during construction; and
- Up to eight (8) 50-scale sheets showing traffic control device (signing, barrels, jersey barriers etc.) spacing and quantity. These sheets/designs will be developed per MUTCD standards.

Prior to kicking off the development of the temporary traffic control plans and construction phasing schedule Kimley-Horn will prepare for, attend, and lead up to one (1) 120-minute coordination meeting with the Town and CDOT to understand primary concerns and goals with respect to business and residential access along the corridor during construction.

**Retaining Walls (Task 6.A.5)**

It is anticipated that retaining walls will be required at three (3) locations along the corridor. See Task 5.A.19 for wall assumptions. At 90% the wall layouts will be updated to match the final design. Retaining wall details will be included in the plans as necessary to support the bidding of the project with a supplier-designed wall product. If multiple wall types or custom design and detailing of walls are required, this will be considered an additional service.

**Specifications (Task 6.A.7)**

Kimley-Horn will prepare a full set of project specifications in accordance with DOTI and CDOT standards. This includes the use of the CDOT standard specifications, CDOT standard special provisions, project special provisions and the use of any recently developed Elbert County special provisions. Unique construction activities and/or pay items (including items not already covered in CDOT's Standard Specification for Road and Bridge Construction and force account items) will be accompanied with a reviewed and approved Project Special Provision. Kimley-Horn will address up to one (1) round of reasonable consolidated Town and CDOT design review comments on the 90% specifications.

**Task 6.B 90% Internal QA/QC**

At key internal milestones within the 90% FOR design phase Kimley-Horn will provide quality assurance and quality control (QA/QC) for the roll plot and cost estimate.

**Task 6.B Final Hydraulic/Drainage Report**

This task includes building off the PDR to document the final drainage design within a Final Drainage Report (FDR). The FDR will include all items included in the PDR, modified as deemed necessary, and the following items:

- Hydraulic analysis and sizing of proposed inlets utilizing the Mile High Flood District (MHFD) MHFD-Inlet excel workbook;
- Hydraulic analysis and sizing of proposed street drainage capacities utilizing MHFD-Inlet;
- Hydraulic analysis and sizing of proposed storm sewer pipes utilizing Bentley StormCAD software;
- Hydraulic analysis and sizing of proposed outfall protection utilizing CDOT and MHFD sizing methodology; and
- Hydraulic analysis and sizing of proposed green infrastructure features.

It is assumed that detention, per Elbert County and CDOT criteria will not be required with this project. If detention is determined to be required, the sizing and design of a detention system will be considered an additional service.

It is assumed that water quality treatment to meet CDOT's MS4 Permit will not be required. This task includes submission of CDOT's Permanent Water Quality Tracking Form to document permanent water quality treatment is not required. If it is determined that water quality treatment of stormwater is required outside of what is provided as optional Green Infrastructure, the sizing and design of water quality system(s) will be considered an additional task.

The FDR will be submitted at the 60%, 90%, Final, and Bid design phases for a total of three (3) submittals. If additional submittals beyond the three (3) are required, it will be considered an additional service.

**Task 6 Deliverables:**

- 90% FOR plans;
- 90% FOR specifications;
- 90% FOR EOPCC;
- Final Hydraulic/Drainage Report;
- Final Geotech Report;

- Final SWMP Plans and Report;
- 60% (FIR) comment response matrix;
- 90% SUE and Utility Plans; and
- Utility QL-A Pothole Log

**Task 7 Final Design/Bid Package Preparation and Review**

**Task 7.A to 7.A.1 Final Design/Bid Package, Plans, Specifications and Cost Estimates**

Kimley-Horn will respond to Town and CDOT FOR design review comments while progressing the design from a 90% level to Final Design. The Final Design will build on the 90% level design by refining grading, drainage, signing and striping, erosion control, green infrastructure, landscape architecture/streetscape, temporary traffic control, and project phasing designs. Updates to the EOPCC and project specifications will be made as well.

***Final Town and CDOT Design Review and Comment Resolution***

An electronic PDF of the final design plans, specifications, and cost estimate will be submitted to the Town and CDOT for review and advertisement. Once comments have been received, Kimley-Horn will summarize comments and comment responses within the comment matrix and will coordinate with design reviewers as needed to clarify comment questions. Kimley-Horn will address up to one (1) round of reasonable consolidated Town and CDOT comments on the final design plans and begin to prepare a Bid Package/Final Construction Documents submittal.

**Task 7.B Internal Final QA/QC**

At key internal milestones within the Final Design and Final Construction Documents phase Kimley-Horn will provide quality assurance and quality control (QA/QC) for the plans and cost estimate. We have assumed time for QA/QC of the plan set and cost estimate.

***Task 7 Deliverables:***

- Final/Bid plans;
- Final/Bid specifications;
- Final/Bid EOPCC;
- 90% (FOR) comment response matrix;
- Final comment response matrix;
- Final/Bid Drainage Report
- Final/Bid SWMP Plans and Report
- Final/Bid QL-A Pothole Log; and
- Final/Bid SUE and Utility Plans

**Task 8 Grant Identification and Writing**

**Task 8.A Coordination with the Town**

Kimley-Horn will provide grant coordination with the Town throughout the project. The goal of this task is identify potential funding sources and coordinate the time and effort to apply for the grant. This task will

include meeting with staff and/or funding agencies. For this task we assume up to ten (10), 60-minute meetings. Kimley-Horn will provide up to twenty (20) hours to complete this task.

## **Task 8.B Grant Identification**

The Kimley-Horn Team will use its national grant resources to identify potential funding sources for construction of the final design. Our team will create a matrix that lays out how competitive the project will be with the different funding sources and the cost to apply for those funds. We anticipate this matrix will be dynamic through the project and will need some of the elements of the design identified before creation of the matrix.

## **Task 8.C Grant Application(s)**

Kimley-Horn, using the information gathered from both Task 8.A. and 8.B will identify the cost to apply for the potential grants before proceeding and get a confirmation from the Town to proceed with the grant. It is expected that multiple grants will be applied for in this task. Kimley-Horn does not guarantee that the applied for grants will result in a successful award. Due to the unknown nature of the type of grant that will be applied for Kimley-Horn is only providing time under this task associated with the development of the grant application cost and up to three (3) 60-minute virtual coordination meetings with the Town to confirm which grant will be applied for. We have set aside an additional \$55,000 for potential grant application effort in the Allowance section below.

## **Reimbursable Expenses**

Below is a summary of the project reimbursable expenses broken out by firm:

Kimley-Horn: Reimbursable expenses will include costs for mileage to and from project meetings/events, the environmental database fee, reproduction of graphic boards (renderings, 3D visuals, roll plots etc.) for public engagement events and food and or drinks for public engagement meetings and events. Total Kimley-Horn reimbursable costs for the project will total up to \$2,950.00.

## **Allowances**

Kimley-Horn has included everything (scope elements) that were agreed upon in the base fee estimate. In addition, Kimley-Horn suggests that the Town writes the contract for the full budget available including budget for allowances noted in the scope above (and summarized in the list below). Allowances determined to not be needed through investigation or Town decision will not be used, and budget will remain unused. Note that this process will streamline council approval and limit the needs to return to city council for additional fund. The following project tasks have been included as an allowance:

- Temporary Construction Easements (TCEs) and Legal Descriptions (Kimley-Horn) – Task ALL.A;
- Grant applications (Kimley-Horn) – Task ALL.B; and
- QL-A data collection and reporting (SUE investigation) (Triunity) – Task ALL.C

## **Task ALL.A Legal Descriptions and Exhibits**

Kimley-Horn will prepare, as needed and requested, legal descriptions and exhibits for any easements, vacations, land areas, or rights-of-way that may be needed for the development of this project. Descriptions

will be reviewed, signed and sealed by a licensed Colorado Professional Land Surveyor. These documents will be provided on a per unit basis. Revisions to provided legal descriptions/exhibits may constitute a new issuance due to the level of change required and will be invoiced accordingly. Kimley-Horn has assumed the need for up to forty (40) TCE exhibits and legal descriptions. Kimley-Horn will bill each exhibit and legal description at a flat rate of \$750/TCE. We have set aside \$30,000.00 to complete this task as needed.

## **Task ALL.B Grant Applications(s)**

Once a grant has been identified and a cost has been determined Kimley-Horn will apply for grant money to fund the eventual construction and Right-of-Way acquisition for the project. As mentioned above within Task 8.C it is expected that multiple grants will be applied for in this task and not all will be successful. Kimley-Horn does not guarantee that the applied for grants will be successful. We have set aside \$55,000 for potential grant application effort as needed.

## **Task ALL.C QL-A Test Holes (SUE Investigation)**

Kimley-Horn, through qualified sub-consultant, Triunity will complete the following tasks for the QL-A Data Collection effort:

- Prepare a test hole location plan for review by the City and the Design Team;
- Perform up to fifty (50) Quality Level A test holes, including oversight, traffic control, and permits as required, prior to Final Design development.
- Permit fees assumed to be waived.
- Incorporate test hole data into the FOR SUE/UC Plans.
- Prepare the final SUE Report, incorporating test hole data.
- For activities requiring work on land not controlled by the City, obtain the necessary written permission to enter the premises with support from the project team where applicable.

We have set aside \$131,180.00 to complete this task as needed.

## **Schedule**

Kimley-Horn will provide our services as expeditiously as practicable to complete the final PS&E package for the Town of Kiowa CO-86 Sidewalks and Drainage project. Kimley-Horn will coordinate with the Town upon receiving Notice to Proceed (NTP) to finalize a detailed 18-month project schedule.

## **Fee**

Kimley-Horn will provide the base services described within Tasks 1-8 of the scope of services for a labor fee of \$1,023,690.00 as shown in the attached Fee Estimate, Exhibit 'A'. The total estimated sub-consultant base fee for the project is \$244,436.00. The total estimated reimbursable expenses for the project are \$2,950. The total base fee for all tasks, sub-consultant fees and reimbursable expenses is \$1,271,076.00. The detailed breakdown of the fee proposal in its entirety is shown in Exhibit 'A'.

Additionally, if needed and authorized by the Town, Kimley-Horn will provide the services listed under the allowance section for a total fee of \$216,180.00 as shown in the attached Fee Estimate, Exhibit 'A'. The total fee (base fee + allowances) is \$1,487,256.00.

**Closure**

We appreciate the opportunity to provide these services to you and are excited to work again with the Town on this project. Please contact me if you have any questions.

Sincerely,

**KIMLEY-HORN AND ASSOCIATES, INC.**



By: **Jeremy Kahn, P.E.**  
Project Manager



By: **Anthony Pratt, P.L.A., ENV. SP**  
Authorized Signer



By: **Heidi McMacken, P.E.**  
Deputy Project Manager

**»» MP 43**

Attachments:

*Exhibit 'A' – Kimley-Horn Fee Proposal*





## Agenda Item Report

**Meeting Date:** April 14, 2026

**Agenda Item:** Consideration of Revisions to Town Administrator Employment Agreement

**Submitted By:** Kimberly Boyd, Town Administrator

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**Issue:**

Consideration of proposed revisions to the Town Administrator’s Employment Agreement to reflect current operational practices, ensure administrative continuity, and align compensation incentives with the Town’s strategic objectives.

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**Background:**

The current Employment Agreement includes provisions that no longer align with present-day operations and does not address certain considerations related to continuity during election cycles or incentivizing the pursuit of external funding. As part of the Administrator’s responsibility to ensure that employment agreements remain current, effective, and aligned with the operational needs of the Town, these proposed revisions are being presented for the Board’s consideration.

This proposal includes a performance-based compensation component designed as incentive compensation rather than a merit bonus, as it is directly tied to measurable outcomes (grant funds secured) and includes defined eligibility criteria rather than general performance evaluation.

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**Proposed Revisions:**

**1. Removal of Cell Phone Reimbursement**

The current agreement includes a provision for cell phone reimbursement. This is no longer necessary, as the Town now provides work-issued cell phones for staff. The Administrator has also discontinued the secondary personal line previously used for Town business.

**2. Addition to Section 6 – Continuity of Administration**

Proposed addition of subsection F:

“Notwithstanding any provision of this Agreement to the contrary, the Administrator shall not be terminated without cause within six (6) months immediately preceding or following a regular

municipal election. This provision is intended to ensure continuity of administration and to prevent employment actions based on political transition. Termination for cause, as defined by applicable law and supported by documented evidence, shall remain permissible during such period.”

This revision is intended to promote stability and continuity in leadership during periods of political transition.

### **3. Addition to Section 3 – Grant Procurement Incentive Compensation**

Proposed addition of a provision to allow for incentive compensation tied to successful grant procurement efforts. Key elements include:

- Eligibility for incentive compensation equal to 0.5% of qualifying grant funds awarded during the Administrator’s tenure
- Board discretion in determining eligibility based on documented involvement
- Clear exclusions for pass-through funding, third-party obtained grants, and restricted funding sources
- Requirement for Board approval in a public meeting
- Payment following execution of a funding agreement or contract and in compliance with applicable laws

This provision is intended to encourage and recognize efforts to secure external funding that benefits the Town.

While grant procurement is not a primary function of the Town Administrator position, the level of effort required to identify, prepare, secure, and administer grants can be substantial and, in many cases, comparable to professional grant writing services. This work also involves a significant investment of time in developing and maintaining strong working relationships with regional partners, agencies, and funding entities, which directly supports the Town’s competitiveness and success in securing funding opportunities. The Town has benefited from these efforts without the need to retain outside grant writing services. Establishing a performance-based incentive structure provides a measured and cost-effective way to recognize this work while aligning compensation with successful outcomes and maintaining fiscal responsibility.

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#### **Financial Impact:**

- Removal of the cell phone reimbursement will result in a minor cost savings.
- Grant incentive compensation would be contingent upon successful grant awards, execution of a funding agreement or contract, and Board approval.

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#### **Staff Recommendation:**

Staff recommends that the Board of Trustees review and consider approval of the proposed revisions to the Town Administrator Employment Agreement. Final consideration and approval of all compensation-related provisions remains solely at the discretion of the Board of Trustees.

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**Suggested Motion:**

Move to approve the proposed revisions to the Town Administrator Employment Agreement as presented.

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**Attachments:**

- Proposed revised Employment Agreement with redlines and highlighted revisions

# AMENDED AND RESTATED EMPLOYMENT AGREEMENT

## Introduction

This Employment Agreement ("Agreement"), dated this the 14<sup>th</sup> day of April, 2026, is by and between the Board of Trustees of the Town of Kiowa ("Town"), a Colorado municipality, located in Elbert County, State of Colorado, and Kimberly Boyd ("Administrator"), with a personal address in El Paso County, Colorado an individual who has the education, training and/or experience to be considered for local government management and is subject to the ICMA Code of Ethics, both of whom agree as follows:

## Section 1: Term

This Agreement shall remain in full force in effect from April 14, 2026, until terminated by the Town as provided in Section 6, 7 and 9 of this Agreement.

## Section 2: Duties and Authority

Town agreed to employ Kimberly Boyd as Town Administrator on September 7, 2021, to perform the functions and duties in accordance with the Job Description, attached to this Agreement as Exhibit "A" and to perform other legally permissible and proper duties and functions as prescribed pursuant to the Kiowa Municipal Code or Colorado state statutes as well as the Board of Trustees from time to time.

## Section 3: Compensation

A. Base Salary: The Town agreed to pay the Administrator, at the beginning of her employment, an initial base salary of Forty-Three Thousand Dollars (\$43,000.00) ("Base Salary"), to be paid periodically on the same regular paydays applicable to all other Town employees.

B. First Amended Base Salary: The Town agreed to pay the Administrator, commencing January 1, 2023, an increased base salary of Fifty-Four Thousand and Four Hundred Dollars (\$54,400.00) ("Base Salary"), to be paid periodically on the same regular paydays applicable to all other Town employees.

C. Second Amended Base Salary: The Town agrees to pay the Administrator, commencing January 1, 2025, an increased base salary of Seventy Thousand Dollars (\$70,000.00) ("Base Salary"), to be paid periodically on the same regular paydays applicable to all other Town employees.

D. Automatic Amendment: This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required pursuant to the Town's compensation policies and/or this Agreement.

E. Annual Review: Consideration shall be given on at least an annual basis to increase the Administrator's compensation.

F. Grant Procurement Incentive Compensation: In recognition of the Administrator's efforts in securing external funding to advance the Town's objectives, the Town may provide supplemental compensation ("Incentive Compensation") in accordance with the following terms: Incentive Amount: The Administrator shall be eligible to receive Incentive Compensation equal to one-half of one percent (0.5%) of the total amount of qualifying grant funds awarded to the Town during the Administrator's tenure.

Eligibility Standard: Grants awarded to the Town during the Administrator's period of employment shall generally qualify for Incentive Compensation when the Administrator has made a meaningful and documented contribution to the identification, development, or procurement of the grant. The Town Board of Trustees ("Board") shall have sole discretion to determine whether a grant qualifies.

Exclusions: The following types of grants shall not qualify for Incentive Compensation unless explicitly approved by the Board:

- a) Grants obtained entirely by third parties, consultants, or other Town staff without substantive involvement by the Administrator;
- b) Pass-through or entitlement funds automatically allocated to the Town without a competitive application or procurement process;
- c) Grants for which payment of Incentive Compensation is prohibited by law, regulation, or any applicable funding requirement.

Determination and Approval:

- a) Eligibility and the amount of Incentive Compensation shall be determined and approved by the Board of Trustees in a duly noticed public meeting.
- b) In making its determination, the Board shall consider the Administrator's level of involvement and the overall benefit of the grant to the Town.
- c) Approval shall not be unreasonably withheld where the Administrator's participation in the grant procurement process is well-documented and substantial.

Award and Payment:

- a) A qualifying grant shall be deemed awarded upon formal notice of award and official acceptance by the Town.
- b) Incentive Compensation shall be calculated based on the total grant amount awarded to the Town.
- c) Payment shall be made following receipt of grant funds by the Town and processed in accordance with standard payroll and accounting procedures.

Compliance with Law:

This provision is intended to comply with all applicable federal, state, and local laws, ethics rules, and municipal policies governing compensation of public employees and officials. Any Incentive Compensation provided under this section shall be subject to such requirements.

Amendment:

This subsection may be amended or rescinded only by written agreement approved by the Town's governing body.

#### **Section 4: Employees Benefits**

A. In addition to the compensation set forth in Section 3 of this Agreement,

Administrator shall receive such other benefits as follows:

1. Vacation leave to the extent provided under the Town of Kiowa employee benefit package, provided also that the Administrator shall commence employment with the Town on the effective date of this Agreement with eighty (80) hours of already accrued annual vacation leave, which is available for immediate use;
2. Sick leave to the extent provided under the Town of Kiowa employee benefit package; provided also that the Administrator shall commence employment with the Town on the effective date of this Agreement with forty (40) hours of already accrued annual sick leave, which is available for immediate use.
3. Temporary disability to the extent provided under the Town of Kiowa employee benefit package.
4. Long-term disability and dismemberment protection to the extent provided under the Town of Kiowa employee benefit package.
5. Dental, and vision insurance to the extent provided under the Town of Kiowa employee benefit package.
6. Life, accidental death, and dismemberment insurance to the extent provided under the Town of Kiowa employee benefit package.
7. Per the Town of Kiowa Employee Handbook (last updated on December 14, 2021), Section V. Compensation – D. Group Insurance Benefits, Administrator may also annually choose to opt-out of all or a portion of the above-mentioned employee benefit package and substitute insurance cost for wages over the next year.
8. The Town Administrator shall be entitled to any other leave and financial benefits provided to other employees on an equal basis as contained in the Town Employee Manual, as the same may be amended from time to time.
9. In the event the Town Administrator's employment is terminated, either voluntarily or involuntarily, the Town Administrator shall be compensated for all unused banked PTO time but shall not be entitled to be compensated for any other accrued leave.

#### **Section 5: General Business Expenses**

The Town agrees to reasonably budget for and to pay for professional dues and subscriptions of the Administrator for the continuation and full participation in national, regional, state and local associations and organizations (i.e., ICMA, CCCMA, etc.) necessary and desirable for the Administrator's continued professional participation, growth, and advancement and for the good of the Town.

The Town agrees to reasonably budget for and to pay for travel and subsistence expenses of Administrator for professional and official travel, meetings, and occasions to adequately continue the professional development of Administrator and to pursue necessary official functions for the Town, including but not limited to the Colorado Municipal League Annual Conference, and such other state and local governmental groups and committees in which Administrator serves as a member. Any such travel by Administrator shall be in accordance with the Town's travel policy, as the same may be amended from time to time.

The Town also agrees to reasonably budget for and to pay for travel and subsistence expenses of Administrator for short courses, institutes, and seminars that are necessary for the Administrator's professional development and for the good of the Town.

~~The Town shall further pay a stipend of One Hundred Dollars (\$100.00) per month as a technology allowance for a cellular phone, cellular phone plan, and other necessary technology equipment to assist the Administrator in performing her duties.~~

## **Section 6: Termination**

For the purposes of this Agreement, termination shall occur when:

A. The majority of the governing body votes to terminate the Administrator at a duly authorized public meeting following a statement of charges and a hearing as required by Colorado law applicable to a Colorado home-rule municipality;

B. If the Board of Trustees acts to substantially amend any provisions of the Job Description, or other such document pertaining to the role, powers, duties, authority, responsibilities of the Administrator's position, the Administrator shall have the right to declare that such amendments constitute termination;

C. If the Town reduces the Base Salary, compensation, or any other financial benefit of the Administrator, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination;

D. If the Administrator resigns following an offer to accept resignation, whether formal or informal, by the Town as representative of the majority of the governing body that the Administrator resign, then the Administrator may declare a termination as of the date of the suggestion; or

E. Breach of contract declared by either party with a 30-day cure period for either Administrator or Town. Written notice of a breach of contract shall be provided in accordance with the provisions of **Section 16**.

F. Notwithstanding any provision of this Agreement to the contrary, the Administrator shall not be terminated without cause within six (6) months immediately preceding or following a regular municipal election. This provision is intended to ensure continuity of administration and to prevent employment actions based on political transition. Termination for cause, as defined by applicable law and supported by documented evidence, shall remain permissible during such period.

## **Section 7: Severance**

Under certain circumstances, the Administrator will be entitled to a severance payment equal to six (6) months Base Salary at the Administrator's then-current rate of pay. This severance shall be paid in a lump sum. The Administrator shall be entitled to severance under the following conditions:

A The Administrator is terminated without "cause" (as "cause" is defined below).

B. For purposes of this Agreement, and this Section involving Severance, "cause" shall be defined to be as follows: (i) any fraud, theft or intentional misappropriation perpetrated by the Administrator against the Town; (ii) conviction of the Administrator of a felony, crime involving moral turpitude, or other criminal offense which would inhibit the Administrator's ability to perform her job duties, such as an alcohol related driving offense; (iii) a material and willful breach of this Agreement by the Administrator, if the Administrator does not correct such breach within a reasonable period after the Town gives written notice to the Administrator (with such notice to specify in reasonable detail the action or inaction that constitutes such breach); (iv) willful or gross misconduct by the Administrator in the performance of duties under this Agreement as determined in the discretion of a majority of the Board; (v) the chronic, repeated, or persistent failure of the Administrator in any material respect to perform the Administrator's obligations as an employee of the Town (other than by reason of a disability as determined under common law or any pertinent statutory provision, including without limitation the Americans With Disabilities Act), if the Administrator does not correct such failure within a reasonable period after the Town gives written notice to Administrator (with such notice to specify in reasonable detail the action or inaction that constitutes such failure); or (vi) violation of the Town's Personnel Policy. The Town and the Administrator agree that the provisions of (v) are not intended to provide grounds for a termination for cause merely because of an isolated failure on the part of the Administrator to satisfy performance goals set by the Town.

C. Payment of any Severance to the Administrator will only occur if the Administrator executes a valid and enforceable Waiver and Release of claims, containing such terms that are considered to be satisfactory by a majority of the Board. Any Waiver and Release under this section shall provide, among other things, that the Waiver and Release must be executed no later than thirty (30) days after being provided to the Administrator for review. The Administrator's entitlement to severance under this section shall expire if the Waiver and Release is not executed on or before the end of this thirty (30) day period.

## **Section 8: Resignation**

The Administrator may elect to terminate this Agreement without cause by giving the Town written notice of her intention to terminate. The Administrator shall not be entitled to any severance if he makes such an election for any reason other than the circumstances described in Section 7(D). Such notice shall specify a termination date that shall not be less than thirty (30) days from the date the notice is given. Unless otherwise agreed in writing by both parties, the Administrator shall continue to perform the duties of Town Administrator, as described herein, on a full-time basis until the termination date specified in the notice. The Administrator shall continue to receive compensation and benefits herein provided so long as he continues to perform such duties. All compensation and employee benefits shall cease to accrue on the termination date or upon such earlier date when the Administrator is no longer performing the duties of her office as described herein.

## **Section 9: Performance Evaluation**

The Administrator's performance of her duties as Town Administrator shall be evaluated on or about the anniversary of employment utilizing a form that is mutually approved by both parties. The Administrator agrees to cooperate with the evaluation process and to provide the Town with any documentation or information that the Town may request in connection with the evaluation. The purpose of the evaluation will be to determine whether the Administrator's performance of her duties under this Agreement remains satisfactory to the Town and is in compliance with the terms and provisions hereof.

## **Section 10: Hours of Work**

The Town expects, and the Administrator agrees, that the Administrator's hours of employment must be flexible and may at times be long and irregular. The Administrator's duties will often require attendance at meetings and other functions during evening hours and occasionally on weekends.

In recognition of these demands, the Town acknowledges the extended and variable nature of the position and supports reasonable flexibility in the Administrator's schedule, including the ability to adjust work hours or take equivalent time off, as practicable, to maintain a sustainable workload.

The Administrator understands and agrees that she will not be entitled to overtime pay or any additional financial remuneration beyond the Base Salary and benefits provided herein.

## **Section 11: Outside Activities**

The employment provided for by this Agreement shall be the Administrator's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Town and the community, the Administrator may elect to accept limited teaching, consulting, or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with her responsibilities under this Agreement.

## **Section 12: Automobile**

Town shall reimburse Administrator at the IRS standard mileage rate as the same may be amended from time to time for any business use of her personal vehicle when used beyond the boundaries of the Town, except for the purposes of the Administrator's normal, daily commute.

## **Section 13: Indemnification**

The Town Administrator shall be defended and indemnified in her actions undertaken in her official capacity as Town Administrator pursuant to all insurance coverages maintained by the Board and pursuant to the terms of the Colorado Governmental Immunity Act. The Town Administrator shall, however, not be indemnified for any act or omission that is willful and wanton, as those terms are defined under the Colorado Governmental Immunity Act.

**Section 14: Bonding**

The Town shall bear the full cost of any fidelity or other bonds required of the Administrator under any law or Town policy.

**Section 15: Other Terms and Conditions of Employment**

The Town, only upon agreement with Administrator, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Administrator, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any other law.

Except as otherwise provided in this Agreement, the Administrator shall be entitled to the highest level of benefits that are enjoyed by other employees of the Town as provided in the Personnel Policy or by practice.

**Section 16: Notices**

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Services, postage prepaid, addressed as follows:

TOWN:                   Town of Kiowa  
                              Attn: Mayor  
                              PO Box 237  
                              Kiowa, CO 80117

EMPLOYEE:           Kimberly Boyd  
                              \_\_\_\_\_  
                              \_\_\_\_\_

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

**Section 17: General Provisions**

A.     Integration. This Agreement sets forth and establishes the entire understanding between the Town and the Administrator relating to the employment of the Administrator by the Town. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the term of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B.     Binding Effect. This Agreement shall be binding on the Town and the Administrator as well as their heirs, assigns, executors, personal representatives, and successors in interest.

C. Effective Date. This Agreement shall become effective on January 14, 2025.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

E. Waiver. The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

Dated this \_\_\_\_ day of April, 2026.

**TOWN OF KIOWA**

\_\_\_\_\_  
Tammy Hart, Mayor  
Town of Kiowa, Colorado

**ATTEST:**

\_\_\_\_\_  
Sasha Davidson, Town Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Joshua Myers, Town Attorney

**RESOLUTION NO. 2026-08  
TOWN OF KIOWA, COLORADO  
BOARD OF TRUSTEES**

**A RESOLUTION APPROVING THE AMENDED AND RESTATED EMPLOYMENT  
AGREEMENT FOR THE TOWN ADMINISTRATOR  
IN THE TOWN OF KIOWA, COLORADO**

**WHEREAS**, the Town of Kiowa is a Colorado home rule municipality governed by the Kiowa Home Rule Charter (“Charter”); and

**WHEREAS**, Section 4.03 of the Charter provides that the Board of Trustees (“Board”) shall hire a Town Administrator who shall serve as the chief administrative officer at the pleasure of the Board and at a salary fixed from time to time by resolution of the Board; and

**WHEREAS**, the Board of Trustees has retained Kimberly Boyd as Town Administrator since 2021 and entered that certain Employment Agreement dated January 14, 2025 (“Employment Agreement”), approved by Resolution No. 1, Series of 2025; and

**WHEREAS**, the Board desires to amend the Employment Agreement; and

**WHEREAS**, the Board has reviewed the Amended and Restated Employment Agreement, attached hereto as **Exhibit A**, and desires to approve the Amended and Restated Employment Agreement substantially in the form attached hereto as Exhibit A.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF KIOWA, COLORADO, AS FOLLOWS:**

**Section 1.** The Amended and Restated Employment Agreement between the Town of Kiowa and Kimberly Boyd, Town Administrator, attached hereto as Exhibit A, is hereby approved by the Board of Trustees of the Town of Kiowa, and the Mayor is authorized to execute the same on behalf of the Town.

**Section 2.** Effective Date. This Resolution shall immediately take effect upon its approval.

APPROVED and ADOPTED this 14th day of April 2026, by the Board of Trustees of the Town of Kiowa, Colorado, by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against.

Dated this \_\_\_\_\_ day of April 2026.

\_\_\_\_\_  
Tammy Hart, Mayor  
Town of Kiowa, Colorado

ATTEST:

\_\_\_\_\_  
Sasha Davidson, Town Clerk

**EXHIBIT A**

*{See attached.}*

# AMENDED AND RESTATED EMPLOYMENT AGREEMENT

## Introduction

This Employment Agreement ("Agreement"), dated this the 14<sup>th</sup> day of April, 2026, is by and between the Board of Trustees of the Town of Kiowa ("Town"), a Colorado municipality, located in Elbert County, State of Colorado, and Kimberly Boyd ("Administrator"), with a personal address in El Paso County, Colorado an individual who has the education, training and/or experience to be considered for local government management and is subject to the ICMA Code of Ethics, both of whom agree as follows:

## Section 1: Term

This Agreement shall remain in full force in effect from April 14, 2026, until terminated by the Town as provided in Section 6, 7 and 9 of this Agreement.

## Section 2: Duties and Authority

Town agreed to employ Kimberly Boyd as Town Administrator on September 7, 2021, to perform the functions and duties in accordance with the Job Description, attached to this Agreement as Exhibit "A" and to perform other legally permissible and proper duties and functions as prescribed pursuant to the Kiowa Municipal Code or Colorado state statutes as well as the Board of Trustees from time to time.

## Section 3: Compensation

A. Base Salary: The Town agreed to pay the Administrator, at the beginning of her employment, an initial base salary of Forty-Three Thousand Dollars (\$43,000.00) ("Base Salary"), to be paid periodically on the same regular paydays applicable to all other Town employees.

B. First Amended Base Salary: The Town agreed to pay the Administrator, commencing January 1, 2023, an increased base salary of Fifty-Four Thousand and Four Hundred Dollars (\$54,400.00) ("Base Salary"), to be paid periodically on the same regular paydays applicable to all other Town employees.

C. Second Amended Base Salary: The Town agrees to pay the Administrator, commencing January 1, 2025, an increased base salary of Seventy Thousand Dollars (\$70,000.00) ("Base Salary"), to be paid periodically on the same regular paydays applicable to all other Town employees.

D. Automatic Amendment: This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required pursuant to the Town's compensation policies and/or this Agreement.

E. Annual Review: Consideration shall be given on at least an annual basis to increase the Administrator's compensation.

F. Grant Procurement Incentive Compensation: In recognition of the Administrator's efforts in securing external funding to advance the Town's objectives, the Town may provide supplemental compensation ("Incentive Compensation") in accordance with the following terms: Incentive Amount: The Administrator shall be eligible to receive Incentive Compensation equal to one-half of one percent (0.5%) of the total amount of qualifying grant funds awarded to the Town during the Administrator's tenure.

Eligibility Standard: Grants awarded to the Town during the Administrator's period of employment shall generally qualify for Incentive Compensation when the Administrator has made a meaningful and documented contribution to the identification, development, or procurement of the grant. The Town Board of Trustees ("Board") shall have sole discretion to determine whether a grant qualifies.

Exclusions: The following types of grants shall not qualify for Incentive Compensation unless explicitly approved by the Board:

- a) Grants obtained entirely by third parties, consultants, or other Town staff without substantive involvement by the Administrator;
- b) Pass-through or entitlement funds automatically allocated to the Town without a competitive application or procurement process;
- c) Grants for which payment of Incentive Compensation is prohibited by law, regulation, or any applicable funding requirement.

Determination and Approval:

- a) Eligibility and the amount of Incentive Compensation shall be determined and approved by the Board of Trustees in a duly noticed public meeting.
- b) In making its determination, the Board shall consider the Administrator's level of involvement and the overall benefit of the grant to the Town.
- c) Approval shall not be unreasonably withheld where the Administrator's participation in the grant procurement process is well-documented and substantial.

Award and Payment:

- a) A qualifying grant shall be deemed awarded upon formal notice of award and official acceptance by the Town.
- b) Incentive Compensation shall be calculated based on the total grant amount awarded to the Town.
- c) Payment shall be made following receipt of grant funds by the Town and processed in accordance with standard payroll and accounting procedures.

Compliance with Law:

This provision is intended to comply with all applicable federal, state, and local laws, ethics rules, and municipal policies governing compensation of public employees and officials. Any Incentive Compensation provided under this section shall be subject to such requirements.

Amendment:

This subsection may be amended or rescinded only by written agreement approved by the Town's governing body.

#### **Section 4: Employees Benefits**

A. In addition to the compensation set forth in Section 3 of this Agreement,

Administrator shall receive such other benefits as follows:

1. Vacation leave to the extent provided under the Town of Kiowa employee benefit package, provided also that the Administrator shall commence employment with the Town on the effective date of this Agreement with eighty (80) hours of already accrued annual vacation leave, which is available for immediate use;
2. Sick leave to the extent provided under the Town of Kiowa employee benefit package; provided also that the Administrator shall commence employment with the Town on the effective date of this Agreement with forty (40) hours of already accrued annual sick leave, which is available for immediate use.
3. Temporary disability to the extent provided under the Town of Kiowa employee benefit package.
4. Long-term disability and dismemberment protection to the extent provided under the Town of Kiowa employee benefit package.
5. Dental, and vision insurance to the extent provided under the Town of Kiowa employee benefit package.
6. Life, accidental death, and dismemberment insurance to the extent provided under the Town of Kiowa employee benefit package.
7. Per the Town of Kiowa Employee Handbook (last updated on December 14, 2021), Section V. Compensation – D. Group Insurance Benefits, Administrator may also annually choose to opt-out of all or a portion of the above-mentioned employee benefit package and substitute insurance cost for wages over the next year.
8. The Town Administrator shall be entitled to any other leave and financial benefits provided to other employees on an equal basis as contained in the Town Employee Manual, as the same may be amended from time to time.
9. In the event the Town Administrator's employment is terminated, either voluntarily or involuntarily, the Town Administrator shall be compensated for all unused banked PTO time but shall not be entitled to be compensated for any other accrued leave.

#### **Section 5: General Business Expenses**

The Town agrees to reasonably budget for and to pay for professional dues and subscriptions of the Administrator for the continuation and full participation in national, regional, state and local associations and organizations (i.e., ICMA, CCCMA, etc.) necessary and desirable for the Administrator's continued professional participation, growth, and advancement and for the good of the Town.

The Town agrees to reasonably budget for and to pay for travel and subsistence expenses of Administrator for professional and official travel, meetings, and occasions to adequately continue the professional development of Administrator and to pursue necessary official functions for the Town, including but not limited to the Colorado Municipal League Annual Conference, and such other state and local governmental groups and committees in which Administrator serves as a member. Any such travel by Administrator shall be in accordance with the Town's travel policy, as the same may be amended from time to time.

The Town also agrees to reasonably budget for and to pay for travel and subsistence expenses of Administrator for short courses, institutes, and seminars that are necessary for the Administrator's professional development and for the good of the Town.

## **Section 6: Termination**

For the purposes of this Agreement, termination shall occur when:

A. The majority of the governing body votes to terminate the Administrator at a duly authorized public meeting following a statement of charges and a hearing as required by Colorado law applicable to a Colorado home-rule municipality;

B. If the Board of Trustees acts to substantially amend any provisions of the Job Description, or other such document pertaining to the role, powers, duties, authority, responsibilities of the Administrator's position, the Administrator shall have the right to declare that such amendments constitute termination;

C. If the Town reduces the Base Salary, compensation, or any other financial benefit of the Administrator, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination;

D. If the Administrator resigns following an offer to accept resignation, whether formal or informal, by the Town as representative of the majority of the governing body that the Administrator resign, then the Administrator may declare a termination as of the date of the suggestion; or

E. Breach of contract declared by either party with a 30-day cure period for either Administrator or Town. Written notice of a breach of contract shall be provided in accordance with the provisions of **Section 16**.

F. Notwithstanding any provision of this Agreement to the contrary, the Administrator shall not be terminated without cause within six (6) months immediately preceding or following a regular municipal election. This provision is intended to ensure continuity of administration and to prevent employment actions based on political transition. Termination for cause, as defined by applicable law and supported by documented evidence, shall remain permissible during such period.

## **Section 7: Severance**

Under certain circumstances, the Administrator will be entitled to a severance payment equal to six (6) months Base Salary at the Administrator's then-current rate of pay. This severance shall be paid in a lump sum. The Administrator shall be entitled to severance under the following conditions:

A The Administrator is terminated without "cause" (as "cause" is defined below).

B. For purposes of this Agreement, and this Section involving Severance, "cause" shall be defined to be as follows: (i) any fraud, theft or intentional misappropriation perpetrated by the Administrator against the Town; (ii) conviction of the Administrator of a felony, crime involving moral turpitude, or other criminal offense which would inhibit the Administrator's ability to perform her job duties, such as an alcohol related driving offense; (iii) a material and willful breach of this Agreement by the Administrator, if the Administrator does not correct such breach within a reasonable period after the Town gives written notice to the Administrator (with such notice to specify in reasonable detail the action or inaction that constitutes such breach); (iv) willful or gross misconduct by the Administrator in the performance of duties under this Agreement as determined in the discretion of a majority of the Board; (v) the chronic, repeated, or persistent failure of the Administrator in any material respect to perform the Administrator's obligations as an employee of the Town (other than by reason of a disability as determined under common law or any pertinent statutory provision, including without limitation the Americans With Disabilities Act), if the Administrator does not correct such failure within a reasonable period after the Town gives written notice to Administrator (with such notice to specify in reasonable detail the action or inaction that constitutes such failure); or (vi) violation of the Town's Personnel Policy. The Town and the Administrator agree that the provisions of (v) are not intended to provide grounds for a termination for cause merely because of an isolated failure on the part of the Administrator to satisfy performance goals set by the Town.

C. Payment of any Severance to the Administrator will only occur if the Administrator executes a valid and enforceable Waiver and Release of claims, containing such terms that are considered to be satisfactory by a majority of the Board. Any Waiver and Release under this section shall provide, among other things, that the Waiver and Release must be executed no later than thirty (30) days after being provided to the Administrator for review. The Administrator's entitlement to severance under this section shall expire if the Waiver and Release is not executed on or before the end of this thirty (30) day period.

## **Section 8: Resignation**

The Administrator may elect to terminate this Agreement without cause by giving the Town written notice of her intention to terminate. The Administrator shall not be entitled to any severance if he makes such an election for any reason other than the circumstances described in Section 7(D). Such notice shall specify a termination date that shall not be less than thirty (30) days from the date the notice is given. Unless otherwise agreed in writing by both parties, the Administrator shall continue to perform the duties of Town Administrator, as described herein, on a full-time basis until the termination date specified in the notice. The Administrator shall continue to receive compensation and benefits herein provided so long as he continues to perform such duties. All compensation and employee benefits shall cease to accrue on the termination date or upon such earlier date when the Administrator is no longer performing the duties of her office as described herein.

## **Section 9: Performance Evaluation**

The Administrator's performance of her duties as Town Administrator shall be evaluated on or

about the anniversary of employment utilizing a form that is mutually approved by both parties. The Administrator agrees to cooperate with the evaluation process and to provide the Town with any documentation or information that the Town may request in connection with the evaluation. The purpose of the evaluation will be to determine whether the Administrator's performance of her duties under this Agreement remains satisfactory to the Town and is in compliance with the terms and provisions hereof.

### **Section 10: Hours of Work**

The Town expects, and the Administrator agrees, that the Administrator's hours of employment must be flexible and may at times be long and irregular. The Administrator's duties will often require attendance at meetings and other functions during evening hours and occasionally on weekends.

In recognition of these demands, the Town acknowledges the extended and variable nature of the position and supports reasonable flexibility in the Administrator's schedule, including the ability to adjust work hours or take equivalent time off, as practicable, to maintain a sustainable workload.

The Administrator understands and agrees that she will not be entitled to overtime pay or any additional financial remuneration beyond the Base Salary and benefits provided herein.

### **Section 11: Outside Activities**

The employment provided for by this Agreement shall be the Administrator's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Town and the community, the Administrator may elect to accept limited teaching, consulting, or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with her responsibilities under this Agreement.

### **Section 12: Automobile**

Town shall reimburse Administrator at the IRS standard mileage rate as the same may be amended from time to time for any business use of her personal vehicle when used beyond the boundaries of the Town, except for the purposes of the Administrator's normal, daily commute.

### **Section 13: Indemnification**

The Town Administrator shall be defended and indemnified in her actions undertaken in her official capacity as Town Administrator pursuant to all insurance coverages maintained by the Board and pursuant to the terms of the Colorado Governmental Immunity Act. The Town Administrator shall, however, not be indemnified for any act or omission that is willful and wanton, as those terms are defined under the Colorado Governmental Immunity Act.

### **Section 14: Bonding**

The Town shall bear the full cost of any fidelity or other bonds required of the Administrator under any law or Town policy.

**Section 15: Other Terms and Conditions of Employment**

The Town, only upon agreement with Administrator, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Administrator, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any other law.

Except as otherwise provided in this Agreement, the Administrator shall be entitled to the highest level of benefits that are enjoyed by other employees of the Town as provided in the Personnel Policy or by practice.

**Section 16: Notices**

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Services, postage prepaid, addressed as follows:

TOWN:                   Town of Kiowa  
                              Attn: Mayor  
                              PO Box 237  
                              Kiowa, CO 80117

EMPLOYEE:           Kimberly Boyd  
                              \_\_\_\_\_  
                              \_\_\_\_\_

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

**Section 17: General Provisions**

A.     Integration. This Agreement sets forth and establishes the entire understanding between the Town and the Administrator relating to the employment of the Administrator by the Town. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the term of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B.     Binding Effect. This Agreement shall be binding on the Town and the Administrator as well as their heirs, assigns, executors, personal representatives, and successors in interest.

C.     Effective Date. This Agreement shall become effective on January 14, 2025.

D.     Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement

is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

E. Waiver. The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

Dated this \_\_\_ day of April, 2026.

**TOWN OF KIOWA**

\_\_\_\_\_  
Tammy Hart, Mayor  
Town of Kiowa, Colorado

**ATTEST:**

\_\_\_\_\_  
Sasha Davidson, Town Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Joshua Myers, Town Attorney

**ORDINANCE NO. 2026-03  
TOWN OF KIOWA, COLORADO**

**AN ORDINANCE OF THE TOWN OF KIOWA, COLORADO, AMENDING CHAPTER 18 OF THE KIOWA MUNICIPAL CODE BY THE ADDITION OF A NEW ARTICLE XVII TO ADOPT BY REFERENCE THE COLORADO WILDFIRE RESILIENCY CODE, 2025 EDITION, AND THE COLORADO WILDFIRE RESILIENCY CODE MAP, 2025 EDITION, AND PROVIDING PENALTIES FOR VIOLATIONS**

**WHEREAS**, the Town of Kiowa (the “Town”) is a home rule municipality with all the authority of local self-government authorized by the Colorado Constitution and the Kiowa Home Rule Charter (“Charter”); and

**WHEREAS**, pursuant to Charter Sec. 6.06 and C.R.S. § 31-16-202, the Town may adopt any code by reference; and

**WHEREAS**, pursuant to C.R.S. § 24-33.5-1237(2)(a), each local government with a wildlife urban interface must adopt a code that meets or exceeds the minimum standards of the Colorado Wildfire Resiliency Code, as adopted by the Colorado Wildfire Resiliency Code Board; and

**WHEREAS**, in furtherance of the public health, safety, and welfare of the Town of Kiowa, the Board of Trustees desires to amend Chapter 18 of the Kiowa Municipal Code to create a new Article XVII to adopt the 2025 editions of the Colorado Wildfire Resiliency Code (the “CWRC”) and the Colorado Wildfire Resiliency Code Map (the “State Map”); and

**WHEREAS**, per Charter Sec. 6.06(1), the procedure of adoption of a code by reference shall be as provided in the State Statutes applicable to the adoption of codes by reference; and

**WHEREAS**, Title 31, Article 16, Part 2 of the Colorado Revised Statutes, contains the state statutes applicable to the adoption of codes by reference; and

**WHEREAS**, per C.R.S. § 31-16-202, the Town may enact any ordinance which adopts by reference any statute, rule, regulation, or standard adopted by the state of Colorado or any agency thereof, without complying with the procedures and requirements in part 2 of Article 16 of Title 31, C.R.S., solely by referring to such statute, rule, regulation, or standard in the text of such ordinance; and

**WHEREAS**, copies of the CWRC and the State Map are available on the website for the Colorado Division of Fire Prevention and Control at <https://dfpc.colorado.gov/sections/wildfire-resiliency-code-board> for review and inspection by the public, and copies thereof may be obtained for a fee from the Town Clerk’s Office during regular business hours; and

**WHEREAS**, the Board has determined that the adoption of the CWRC and the State Map, as amended hereby, will further the health, safety, and welfare of the public.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF KIOWA, COLORADO:**

**Section 1.** The above-recitals are adopted by the Board as its findings and determinations and are hereby incorporated herein for all purposes.

**Section 2.** Chapter 18 of the Kiowa Municipal Code is hereby amended with the addition of a new Article XVII entitled, “Wildfire Resiliency Code” to read in full as follows:

**ARTICLE XVII**

**WILDFIRE RESILIENCY CODE**

**Sec. 18-161. – Title.**

The provisions of this Article shall be known as the *Kiowa Wildfire Resiliency Code*.

**Sec. 18-162. – Adoption.**

- (a) The Colorado Wildfire Resiliency Code, 2025 Edition, as published by the Colorado Wildfire Resiliency Code Board, 1697 Cole Blvd, Lakewood, CO 80401, is hereby adopted by reference and incorporated into this Article as though fully set forth herein as the wildfire resiliency code of the Town. Except as otherwise provided, this code is adopted in its entirety. Appendices to the code are adopted only to the extent specified.
- (b) The Colorado Wildfire Resiliency Code Map, 2025 Edition, as published by the Colorado Wildfire Resiliency Code Board, 1697 Cole Blvd, Lakewood, CO 80401, is hereby adopted by reference and incorporated into this Article as though fully set forth herein as the wildfire resiliency map of the Town. Except as otherwise provided, this map is adopted in its entirety.
- (c) One (1) copy of the Colorado Wildfire Resiliency Code, 2025 Edition, and the Colorado Wildfire Resiliency Code Map, 2025 Edition, as amended by this Article, certified to be true copies by the Mayor and Town Clerk, shall be on file in the office of the Town Clerk and may be inspected by any interested person between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, holidays excepted.

**Sec. 18-163. – Amendments.**

The Colorado Wildfire Resiliency Code, 2025 Edition (“CWRC”), is hereby amended as follows:

- (1) CWRC 101.1 (Title) is amended by the addition of the phrase “Town of Kiowa” where indicated.

- (2) CWRC 202 (Definitions) is amended by the addition of the definition of Authority Having Jurisdiction (“AHJ”) to appear alphabetically and to read as follows:

**Authority Having Jurisdiction (“AHJ”)** shall mean the Town of Kiowa.

**Section 3. Penalties for Section 2 Set Forth Herein.** Violations of this ordinance shall be punishable as provided in Section 18-131 of the Town Municipal Code, which is set forth below in full:

**Sec. 18-131. – Violation and Penalties.**

- (a) It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building, structure or equipment in the Town, or to cause or permit the same to be done in violation of any of the primary or secondary codes as adopted by this Chapter. Maintenance of any condition which was unlawful at the time it was initiated, and which would be unlawful under any of the primary and secondary codes adopted in this Chapter, if installed after the effective date hereof, shall constitute a continuing violation. Any person, firm or corporation violating any of the provisions of any of the primary or secondary codes, as adopted hereby, shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of any of the primary or secondary codes occurs and/or continues, and, upon conviction of any such violation, the violator shall be subject to a fine of not more than the amount set forth in Section 1-72 for each and every offense. In addition to any and all other remedies, the Town may institute an appropriate action for injunction, mandamus or abatement to prevent, enjoin, abate or remove any unlawful erection, construction, reconstruction, alteration, remodeling or use.
- (b) It shall be unlawful for any person, firm or corporation, to erect, construct, enlarge, alter or change the use of any building or other structure within the Town without first obtaining all permits required by any of the primary or secondary codes as adopted hereby. No permit shall issue unless the plans for the proposed erection, construction, reconstruction, alteration or use fully conform to all zoning ordinances and other applicable regulations of the Town.

**Section 4. Effective Date.** This ordinance shall be published and become effective as provided by law. The amendments to the Kiowa Municipal Code set forth in this Ordinance will be enforced on and after June 1, 2026.

**Section 5. Remaining provisions.** Except as specifically amended hereby, all other provisions of the Kiowa Municipal Code shall continue in full force and effect.

**Section 6. Codification Amendments.** The codifier of Kiowa’s Municipal Code is hereby authorized to make such numerical, technical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the Kiowa Municipal Code.

**Section 7. Severability.** If any part, section, subsection, sentence, clause or phrase of this Ordinance is held to be void, ineffective, or invalid, for any reason, it shall be deemed severed

from this Ordinance and the remaining provisions shall remain valid and in full force and effect, in accordance with Section 6.02 of the Charter.

**Section 8. No Existing Violation Affected.** Nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, any rights acquired or liability incurred, or any cause or causes of action acquired or existing, under any ordinance hereby repealed or amended by this Ordinance, or any just or legal right or remedy of any character be lost, impaired, or affected by this Ordinance.

**Section 9. Repealer.** Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code heretofore repealed or superseded and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

**Section 10. Publication and Effective Date.** The Town Clerk is hereby directed to cause publication of this Ordinance in accordance with Section 6.03(5) of the Charter.

INTRODUCED, READ, AND ADOPTED FOR FINAL PASSAGE ON MARCH 10, 2026.

TOWN OF KIOWA, COLORADO:

\_\_\_\_\_  
Tammy Hart, Mayor

ATTEST:

\_\_\_\_\_  
Sasha Davidson, Town Clerk

**CERTIFICATION OF PUBLICATION**

I hereby attest and certify that on the date set forth below the foregoing Ordinance was published by title in the Ranchland News, a newspaper of general circulation in the Town of Kiowa, together with a statement that the full text of the Ordinance is available for public inspection and acquisition in the office of the Town Clerk for the Town of Kiowa.

Date of Publication: \_\_\_\_\_

By: \_\_\_\_\_  
Sasha Davidson, Town Clerk



# Agenda Item Report

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MEETING DATE: April 14, 2026

SUBJECT: **Ordinance No. 2026-04** – AN ORDINANCE OF THE TOWN OF KIOWA, COLORADO, DECLARING TOWN OF KIOWA ORDINANCE NO. 02, SERIES 2024, AND ORDINANCE NO. 11, SERIES 2024, TO BE VOID, AND TO THE EXTENT NECESSARY, REPEALING ORDINANCE NO. 02, SERIES 2024, AND ORDINANCE NO. 11, SERIES 2024, AND REINSTATING THE TOWN OF KIOWA ZONING ORDINANCES AND REGULATIONS THAT EXISTED ON APRIL 08, 2024, UNLESS SUBSEQUENTLY AMENDED BY A VALID ORDINANCE ADOPTED BY THE BOARD OF TRUSTEES

PRESENTED BY: Joshua Myers, Town Attorney

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## SUMMARY/BACKGROUND

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An extensive fact investigation was conducted by the Town Attorney’s Office to determine the validity of the 2024 Zoning Code Update (defined below). As discussed hereafter, it is the position of the Town Attorney that the 2024 Zoning Code Update, and any direct amendment thereto, is invalid and ineffective. For the purposes of clarity and effective government, the Board of Trustees (“Board”) should declare void, and to the extent necessary, repeal Ord. 2024-02 and Ord. 2024-11 (defined below) and affirm and reinstate the Town’s zoning ordinances that existed on April 08, 2024, subject to any valid amendment thereto subsequent to April 09, 2024.

### 2024 Zoning Code Update

From August of 2023 to April of 2024, the Town of Kiowa’s Planning Commission (“Commission”) and Board of Trustees (“Board”) worked on an extensive update and overhaul of the Town of Kiowa’s Zoning Code, as it existed in Chapter 16 of Kiowa’s Municipal Code and any valid amendment thereto prior to April 09, 2024 (collectively, referred to herein as the “Chapter 16 Zoning Code”).<sup>1</sup> The update to the Town’s zoning code that was reviewed by the Commission during the aforementioned time period is referred to herein as the “2024 Zoning Code Update.”

At a meeting of the Board on April 09, 2024, the Board voted to approve Ordinance No. 02, Series 2024 (“Ord. 2024-02”), which purportedly was meant to: (1) adopt *by reference* the 2024 Zoning Code Update, and (2) repeal and replace “any other Zoning Ordinances [theretofore] adopted by the Town of Kiowa” with the 2024 Zoning Code Update. The 2024 Zoning Code Update was not incorporated in Ord. 2024-02, neither was a copy attached to Ord. 2024-02 or included in the Board’s meeting agenda packet, nor was a copy kept on file for public inspection in the Town Clerk’s Office before or after Ord. 2024-02 was adopted by the Board.

### Adopting Code By Reference

Adopting a code by reference is subject to very specific procedural requirements, as set forth in Title 31, Article 16, Part 2, C.R.S.,<sup>2</sup> which include, but are not limited to: a public hearing (not just a meeting) on

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<sup>1</sup> This work was completed in consultation with the Town’s prior Town Attorney.

<sup>2</sup> Section 6.06 of the Kiowa Home Rule Charter allows the Board to adopt codes by reference by following the procedures in state statutes applicable to adopting codes by reference. Therefore, C.R.S. procedures control.

the ordinance; notice of the public hearing being published twice in a newspaper of general circulation, with one publication occurring at least fifteen days before and the other occurring at least eight days before the public hearing; copies of the code must be kept on file with the clerk and be open for public inspection during the notice publication period; and the notice must contain very specific information related to the code being adopted by reference.

The required notice and public hearing procedures were not followed by the Town. A search of the public notices in the Ranchland News between February 22, 2024, and April 25, 2024, did not result in locating the required publications. Only one public notice publication was found, which occurred on March 7, 2024.<sup>3</sup>

The notice and public hearing requirements are jurisdictional actions that must be followed and completed before the Board has jurisdiction to adopt a code by reference. Because the jurisdiction requirements were not met, the Board's action to adopt by reference the 2024 Zoning Code Update was void from the start (*ab initio*).<sup>4</sup>

Ord. 2024-02 as Legislative Action to Repeal Chapter 16 Zoning Code

Section 16-151 of the Chapter 16 Zoning Code states, "This Chapter may be amended, supplemented, changed, modified or repealed by the Board of Trustees in accordance with state statutes."

C.R.S. § 31-23-304 requires a public hearing after at least fifteen days' notice of the public hearing published in a paper of general circulation in the Town. The notice for the public hearing on Ord. 2024-02 was published in the Ranchland News on March 7, 2024, which meets the requirements of C.R.S. § 31-23-304. However, as previously noted, Ord. 2024-02 did not incorporate or set forth therein the text of the 2024 Zoning Code Update, and a copy of the 2024 Zoning Code Update was not attached to Ord. 2024-02 or kept on file for public inspection in the office of the Town Clerk. Therefore, the Board's approval of Ord. 2024-02 did not adopt the 2024 Zoning Code Update.

Further, Charter Section 6.03 sets out the procedure that must be followed before an ordinance is legally effective, which includes the following relevant subsections: (5) If the ordinance is *adopted* by the Board, either as presented or as amended, it *shall* be published, and publication of the title thereof, together with a statement that the full text is available for public inspection and acquisition in the office of the Town Clerk, shall be sufficient publication unless publication in full is required by subsequent ordinance; (6) The ordinance shall be effective ten (10) days *after* publication; (7) The method of official Town publication of ordinances shall be set by ordinance. Based on the foregoing, an ordinance is not legally effective until it is "published" *after* it is adopted by the Board. The term "published" is not defined in the Charter, but subsection (7) allows the method of official publication to be set by ordinance. The Town's online municipal code does not include a general publication method. Therefore, a reasonable interpretation of "publication" is that it means the ordinance, or the title thereof, must be published in a paper of general circulation in the Town.

Based on the foregoing, the Board's adoption of Ord. 2024-02 did not adopt the 2024 Zoning Code Update, and further, it is unclear if Ord. 2024-02 was ever effective due to a lack of "publication" as required by Charter Section 6.03(5).

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<sup>3</sup> Section 6 of Ord. 2024-02 states that publication occurred on March 4, 2024. This is incorrect.

<sup>4</sup> As a side note, it is questionable if a newly drafted code that has not already been validly adopted by a separate ordinance can be adopted "by reference." The "adoption by reference" process applies to existing codes of other governments and their agencies, as well as uniform codes promulgated by recognized organizations or institutions (e.g., building codes). It could apply to existing ordinances of the Town, but the 2024 Zoning Code Update was not adopted by an existing ordinance.

### Ord. 2024-11

Ordinance No. 11, Series 2024 (“Ord. 2024-11”) was approved by the Board on October 08, 2024. Ord. 2024-11 includes amendments to the 2024 Zoning Code Update, with direct reference to Ord. 2024-02.

Because the attempted adoption of the 2024 Zoning Code Update was void *ab initio*, any action to amend it is also void and of no effect because technically the 2024 Zoning Code Update never existed as code or as legislatively adopted regulations of the Town.

### Valid Post-Ord. 2024-02 Zoning Ordinances

Although Ord. 2024-02 purportedly repealed all prior “Zoning Ordinances,” which, if Ord. 2024-02 had been properly adopted would have included the Chapter 16 Zoning Code, at least three more ordinances adopted by the Board after Ord. 2024-02 expressly amend sections in the Chapter 16 Zoning Code.

Based on the information available, it appears that these post-Ord. 2024-02 ordinances were properly adopted by the Board. The fact that the ordinances appear to amend the Chapter 16 Zoning Code raises a concern that there is inconsistency in the Town’s own understanding of the validity of its zoning regulations.

### Next Steps

The Town Attorney’s Office is working towards finalizing a complete, corrected draft of the 2024 Zoning Code Update. The original draft of the 2024 Zoning Code Update was first presented as four separate “parts” of a zoning code that were not cohesive internally or generally with the Town’s Municipal Code. Further, many of the Commission’s recommended changes to the draft of the 2024 Zoning Code Update were not reflected in the draft that was provided to the Board for its consideration at the Board’s meeting on April 09, 2024. The corrected version of the 2024 Zoning Code Update will address the cohesion issues and the missing Commission recommendations, as well as incorporate the valid post-Ord. 2024-02 zoning ordinances (set forth in Ordinance 2026-04) and the Fast Track Review Process for Affordable Housing Developments Policy that was adopted by the Board via Resolution No. 2025-15.

A draft of the corrected 2024 Zoning Code Update will be presented to the Commission for review at either a special meeting of the Commission in April or at its regular meeting in May. Thereafter, the corrected 2024 Zoning Code Update will be brought to the Board for consideration and adoption.

### FINANCIAL CONSIDERATIONS

No additional financial considerations related to Ordinance 2026-04 have been identified beyond those already presented to the Board.

### RECOMMENDATION/ACTION REQUIRED

It is recommended that the Board adopt Ordinance No. 2026-04.

### Suggested Motion:

“I MOVE TO ADOPT ORDINANCE NO. 2026-04 – AN ORDINANCE OF THE TOWN OF KIOWA, COLORADO, DECLARING TOWN OF KIOWA ORDINANCE NO. 02, SERIES 2024, AND ORDINANCE NO. 11, SERIES 2024, TO BE VOID, AND TO THE EXTENT NECESSARY, REPEALING ORDINANCE NO. 02, SERIES 2024, AND ORDINANCE NO. 11, SERIES 2024, AND REINSTATING THE TOWN OF KIOWA ZONING ORDINANCES AND REGULATIONS THAT EXISTED ON APRIL 08, 2024, UNLESS SUBSEQUENTLY AMENDED BY A VALID ORDINANCE ADOPTED BY THE BOARD OF TRUSTEES.”

Attachment: Ordinance No. 2026-04

**ORDINANCE NO. 2026-04  
TOWN OF KIOWA, COLORADO**

**AN ORDINANCE OF THE TOWN OF KIOWA, COLORADO, DECLARING TOWN OF KIOWA ORDINANCE NO. 02, SERIES 2024, AND ORDINANCE NO. 11, SERIES 2024, TO BE VOID, AND TO THE EXTENT NECESSARY, REPEALING ORDINANCE NO. 02, SERIES 2024, AND ORDINANCE NO. 11, SERIES 2024, AND REINSTATING THE TOWN OF KIOWA ZONING ORDINANCES AND REGULATIONS THAT EXISTED ON APRIL 08, 2024, UNLESS SUBSEQUENTLY AMENDED BY A VALID ORDINANCE ADOPTED BY THE BOARD OF TRUSTEES**

**WHEREAS**, the Town of Kiowa (the “Town”) is a home rule municipality authorized by the Colorado Constitution and the Kiowa Home Rule Charter (“Charter”) to exercise its land use and police powers to promote and protect the public health, safety, and welfare; and

**WHEREAS**, the Charter authorizes the Town’s Board of Trustees (the “Board”) to enact all ordinances necessary to protect life, health, safety, welfare, and property in the Town; and

**WHEREAS**, the Charter grants the Board the authority to preserve and enforce good government, order, and security of the Town and the Town’s residents; and

**WHEREAS**, Article VI of the Charter controls the procedure the Board must follow to adopt an ordinance of the Town; and

**WHEREAS**, Charter Section 6.05 provides that ordinances of a general and permanent character shall be codified, and revisions to the Town’s codes may be accomplished by reference as provided in Charter Section 6.06; and

**WHEREAS**, Charter Section 6.06 authorizes the Board, by ordinance, to adopt by reference any code by the federal government, State of Colorado or by agency of either of them, or by any municipality, or by recognized trade or professional organizations, or amendments or revisions thereof, by following the procedure of adoption by reference as provided in the State Statutes applicable to the adoption of codes by reference; and

**WHEREAS**, the procedure to adopt a code by reference is set forth in Colorado Revised Statutes Title 31, Article 16, Part 2; and

**WHEREAS**, C.R.S. § 31-16-203 contains the notice and hearing requirements for the adoption of a code by reference; and

**WHEREAS**, on April 9, 2024, the Board adopted Ordinance No. 2, Series 2024 (“Ord. 2024-02”), amending and restating the Town’s zoning ordinance with a 2024 zoning code update (the “2024 Zoning Code Update”), as recommended by the Planning Commission; and

**WHEREAS**, the 2024 Zoning Code Update was not set forth in Ord. 2024-02, nor was the 2024 Zoning Code Update attached as an exhibit to Ord. 2024-02; and

**WHEREAS**, the action language in Ord. 2024-02 is ambiguous and unclear in that it states, “The adoption of the Town of Kiowa, Colorado Zoning Code of 2024 hereby repeals Ordinance No. 2, Series 2024 [sic], *and any other Zoning Ordinances heretofore adopted by the Town of Kiowa, Colorado*” (emphasis added); and

**WHEREAS**, the public notice and hearing requirements in C.R.S. § 31-16-203 to adopt a code by reference were not followed for Ord. 2024-02 and the 2024 Zoning Code Update; and

**WHEREAS**, the Town’s official zoning map was not amended to reflect the new zoning districts described in the 2024 Zoning Code Update; and

**WHEREAS**, subsequent to Ord. 2024-02, the Board approved Ordinance No. 11, Series 2024, *An Ordinance of the Town of Kiowa, Colorado, Amending the Town of Kiowa Zoning Code, Table of Non-Residential Uses; Group Homes; Natural Medicine and Marijuana Regulations in the Town of Kiowa* (“Ord. 2024-11”); and

**WHEREAS**, Ord. 2024-11 expressly states that it amends Ord. 2024-02; and

**WHEREAS**, after April 09, 2024, the date the Board approved Ord. 2024-02, the Board adopted additional ordinances amending the Town’s zoning regulations that do not reference Ord. 2024-02 or Ord. 2024-11, but instead cite Chapter 16 – Zoning, of the Town’s Municipal Code, which Ord. 2024-02 purportedly repealed; and

**WHEREAS**, the Board finds and determines that it is necessary to clarify and confirm the status of certain Town zoning ordinances, including Ord. 2024-02 and those zoning ordinances adopted thereafter, to ensure consistency and enforceability of the Town’s zoning regulations; and

**WHEREAS**, based on the foregoing recitals, the Board finds and determines that Ord. 2024-02 and Ord. 2024-11 are void due to an invalid adoption procedure for adopting a code by reference; and

**WHEREAS**, the Board desires to repeal Ord. 2024-02 and Ord. 2024-11, to the extent repeal is required, and reinstate the Town’s pre-Ord. 2024-02 zoning ordinances, as amended by any ordinances properly adopted after April 09, 2027.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF KIOWA, COLORADO:**

**Section 1. Recitals.** The above-recitals are adopted by the Board as its findings and determinations and are incorporated herein for all purposes.

**Section 2.** The Board hereby declares that Town of Kiowa Ordinance No. 2, Series 2024, and Ordinance No. 11, Series 2024, are both void, and to the extent necessary, the Board hereby repeals Town of Kiowa Ordinance No. 2, Series 2024 and Ordinance No. 11, Series 2024, in their entirety.

**Section 3.** The Board hereby affirms, and to the extent necessary reinstates, the Town of Kiowa’s zoning ordinances that existed on April 08, 2024 (the “Pre-Ord. 2024-02 Zoning Ordinances”), subject to any valid ordinance adopted by the Board after April 09, 2024, amending the Pre-Ord. 2024-02 Zoning Ordinances (the “Post-Ord. 2024-02 Zoning Ordinances”).

**Section 4.** The Board hereby declares that the Post-Ord. 2024-02 Zoning Ordinances are in effect and shall remain in effect following the effective date of this Ordinance until amended or repealed by separate ordinance of the Board, and that the Post-Ord. 2024-02 Zoning Ordinances include, without limitation:

- a. Ordinance No. 5, Series 2024, *An Ordinance Approving Rezoning of 811 County Road 134 and Amending the Town Zoning Map From PL-1 Public Land to C-2 Wholesale/Retail Business Commercial*;
- b. Ordinance No. 1, Series 2025, *An Ordinance of the Town of Kiowa, Colorado, Amending the Town of Kiowa Zoning Code, Chapter 16, Article IV, Supplemental Regulations, Mobile Food Trucks and Pushcarts and Penalties as Set Forth in the Town of Kiowa, Colorado*; and
- c. Ordinance No. 11, Series 2025, *An Ordinance of the Town of Kiowa, Colorado, Amending the Town of Kiowa Zoning Code, Chapter 16, Article XIV, Sign Code, Town of Kiowa, Colorado*.

**Section 5. Preservation of Status Quo and Violation.** Any person or entity that has received a land use or development approval, permit or license from the Town prior to the effective date of this Ordinance may continue to rely on such approvals, permits, or licenses.

**Section 6. Severability.** If any part, section, subsection, sentence, clause or phrase of this Ordinance is held to be void, ineffective, or invalid, for any reason, it shall be deemed severed from this Ordinance and the remaining provisions shall remain valid and in full force and effect, in accordance with Section 6.02 of the Charter.

**Section 7. No Existing Violation Affected.** Nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, any rights acquired or liability incurred, or any cause or causes of action acquired or existing, under any valid ordinance previously adopted by the Board, or cause any just or legal right or remedy of any character to be lost, impaired, or affected by this Ordinance.

**Section 8. Publication.** The City Clerk is hereby directed to cause publication of this Ordinance in accordance with Section 6.03(5) of the Charter.

INTRODUCED, READ, AND ADOPTED FOR FINAL PASSAGE ON APRIL 14, 2026.

TOWN OF KIOWA, COLORADO:

\_\_\_\_\_  
Tammy Hart, Mayor

ATTEST:

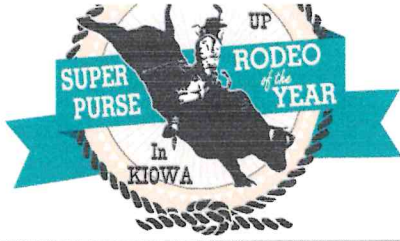
\_\_\_\_\_  
Sasha Davidson, Town Clerk

**CERTIFICATION OF PUBLICATION FOLLOWING ADOPTION**

I hereby attest and certify that on the date set forth below the foregoing Ordinance was published by title in the Ranchland News, a newspaper of general circulation in the Town of Kiowa, together with a statement that the full text of the Ordinance is available for public inspection and acquisition in the office of the Town Clerk for the Town of Kiowa.

Date of Publication: \_\_\_\_\_

By: \_\_\_\_\_  
Sasha Davidson, Town Clerk



COWBOY UP IN KIOWA  
P.O. BOX 779  
KIOWA, COLORADO 80117  
#82-0548649  
[www.cowboyupinkiowa.org](http://www.cowboyupinkiowa.org)

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February 13, 2026

TOWN OF KIOWA  
P.O. Box 237  
Kiowa, Colorado 80117  
ATTN: MAYOR TAMMY HART

RE: COWBOY UP IN KIOWA RODEO  
Special Event Liquor Licensing Requests

Dear Mayor Hart:

Please accept this letter on the behalf of the Town Board of Kiowa in reference to our upcoming Liquor Licensing request.

2026 Special Event Dates Requested:

Cowboy Up In Kiowa CPRA Rodeo  
Elbert County Fair 2026

June 26th & 27<sup>th</sup>  
July 25<sup>th</sup> thru August 2<sup>nd</sup>

We are requesting Licensing for these local events and we will do our very best to ensure that all rules & laws are adhered to. All servers will be TIPS Certified.

We ask our volunteers to follow the law at all times for our events and that they understand that all adult actions have consequences and those actions could reflect or come back on the committee as a whole. We encourage Sheriff Norton as the local law enforcement to issue Citations to any person who does not comply with the law - liquor or otherwise that are posted.

We ask the Town Board and Sheriff Norton to please understand that we as a group, are Volunteers, and we will do our best to ensure that all volunteers comply with the rules and laws during the time they are volunteering. We as a committee also believe that once they have been released from the Rodeo volunteer duties then all actions are a personal action not a committee action.

Please call or email if you have any questions or further direction you wish for us to take.

Respectfully,  
Cowboy Up In Kiowa

Lori Campbell  
Committee Chairperson  
720-273-9009

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

COWBOY UP IN KIOWA

is a

Nonprofit Corporation

formed or registered on 12/13/2000 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20001242731 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/11/2026 that have been posted, and by documents delivered to this office electronically through 02/13/2026 @ 09:34:53 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/13/2026 @ 09:34:53 in accordance with applicable law. This certificate is assigned Confirmation Number 18208838 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website. <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

## Application for a Special Events Permit

Liquor Permit Number (Do Not Fill Out)

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)**

- Social     Athletic     Philanthropic Institution  
 Fraternal     Chartered Branch, Lodge or Chapter     Political Candidate  
 Patriotic     National Organization or Society     Municipality Owned Arts Facilities  
 Political     Religious Institution     Chamber of Commerce

**LIAB    Type of Special Event Applicant is Applying for:**

- 2110     Malt, Vinous And Spirituous Liquor    \$25.00 Per Day  
2170     Fermented Malt Beverage    \$10.00 Per Day

Name of Applicant Organization or Political Candidate    State Sales Tax Number (Required)

Cowboy Up in Kiowa

Mailing Address of Organization or Political Candidate

City    State    ZIP Code

Kiowa

CO

80117

Address of Place to Have Special Event

Elbert County Fairgrounds 95 Ute Avenue

City    State    ZIP Code

Kiowa

CO

80117

Authorized Representative of Qualifying Organization or Political Candidate

Lori Campbell

Date of Birth (MM/DD/YY)

Phone Number

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

City    State    ZIP Code

Kiowa

CO

80117

Event Manager

Wendy Walp

Date of Birth (MM/DD/YY)

[REDACTED]

Phone Number

[REDACTED]

Event Manager Home Address

[REDACTED]

City

Elbert

State

CO

ZIP Code

80106

Email Address of Event Manager

[REDACTED]

1. Is the place to have the Special Event located on State-owned property?

Yes  No

2. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?

No  Yes, How many days?

[REDACTED]

3. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

No  Yes, License Number

[REDACTED]

4. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?

Yes  No

5. For Chambers of Commerce - Each member who holds a retail establishment permit attests they are not exercising the privileges of the retail establishment permit for the duration of the SEP days.

Yes  No

6. For Chambers of Commerce - Please list all members participating in the SEP.

[REDACTED]

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Date
June 26, 2026	June 27, 2026
From:	From:
11 am	11 am
To:	To:
12 am	12 am

Date	Date
From:	From:
To:	To:

Date	Date
From:	From:
To:	To:

Date	Date
From:	From:
To:	To:

Date	Date
From:	From:
To:	To:

Date	Date
From:	From:
To:	To:

Date	Date
From:	From:
To:	To:

Date	Date
From:	From:
To:	To:

## Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Title

Chair Person

Signature

Lou L. Campbell

Date (MM/DD/YY)

02/16/26

### Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

**Therefore, this Application is Approved.**

Local Licensing Authority (City or County)

City  County

Telephone Number of City/County Clerk

Title

Signature

Date (MM/DD/YY)

**Do Not Write in this Space - For Department of Revenue Use Only**

### Liability Information

License Account Number

Liability Date

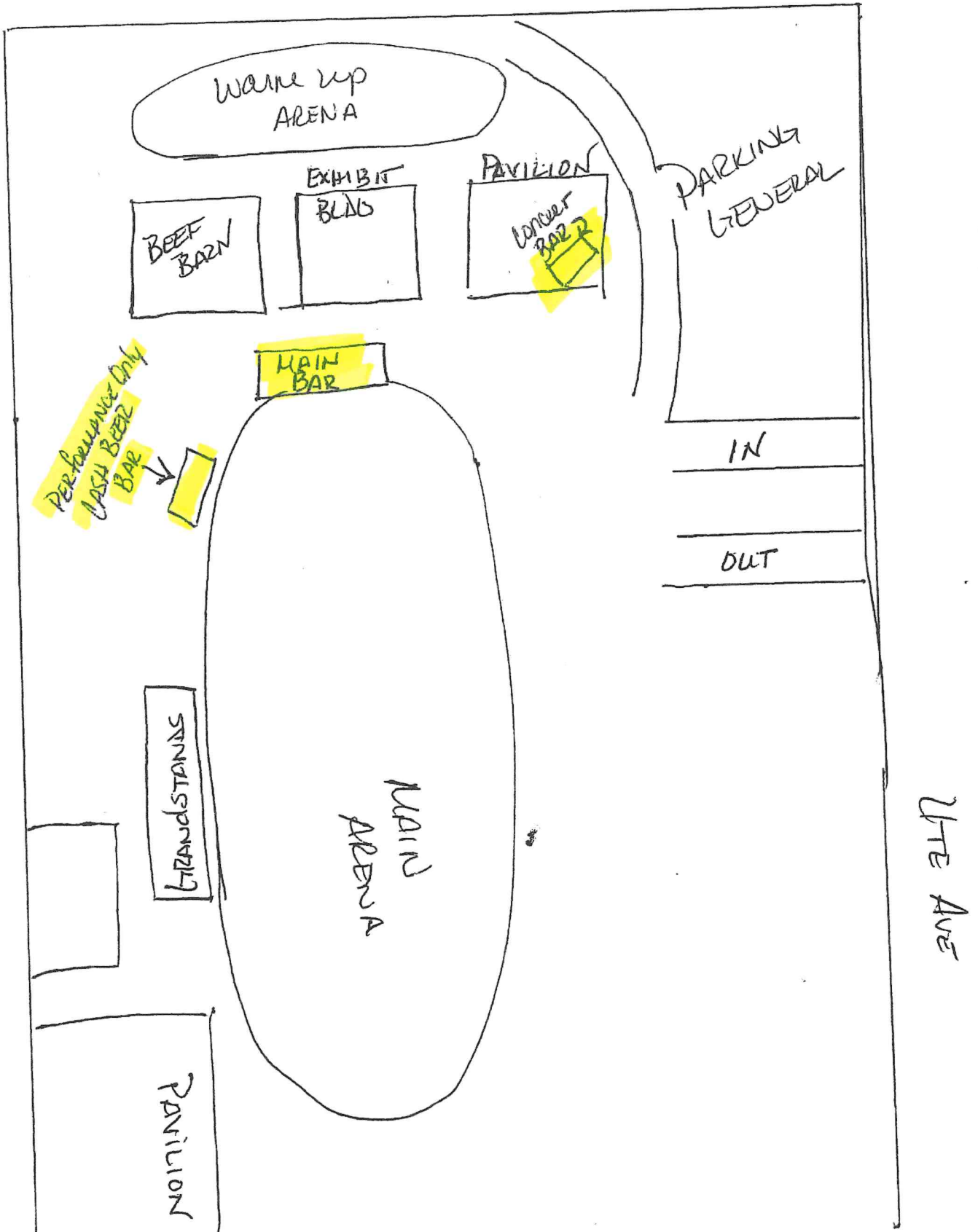
State

Total

-750 (999) \$ .00

# Cowboy Up Rodeo

June 26<sup>th</sup> & 27<sup>th</sup>





## Elbert County Fairgrounds Special Event Liquor Request Form

<b>Brief Description of Event</b>	Rodeo
<b>Name of the Event</b>	Cowboy Up In Kiowa Rodeo
<b>Name of Organization or Individual</b>	Cowboy Up in Kiowa
<b>Mailing Address</b>	██████████ Kiowa, CO 80117
<b>Name of Lead Contact</b>	Lori Campbell
<b>Phone Number of Lead Contact</b>	██████████
<b>Email Address of Lead Contact</b>	██████████@██████████.com
<b>Rental Date(s)</b>	June 26-27, 2026
<b>Signature of Responsible Party</b>	<i>Lori J. Campbell</i>

**Information Regarding Alcohol Request:**

Alcohol will be: (Please circle all that apply)

Sold

Complimentary

How will age identification be controlled? *We will card everyone regardless of their age. Everyone 21+ over will be given a wristband once*

Who will be serving/monitoring alcoholic beverages consumed? *Cowboy Up in Kiowa committee members. all will be tips drained. & Certified.*

Approved by Elbert County:  Yes  No

Approval Signature \_\_\_\_\_

*[Handwritten Signature]*

Date 23 Feb. 2026

## Application for a Special Events Permit

Liquor Permit Number (Do Not Fill Out)

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)**

- Social     Athletic     Philanthropic Institution  
 Fraternal     Chartered Branch, Lodge or Chapter     Political Candidate  
 Patriotic     National Organization or Society     Municipality Owned Arts Facilities  
 Political     Religious Institution     Chamber of Commerce

**LIAB    Type of Special Event Applicant is Applying for:**

- 2110     Malt, Vinous And Spirituous Liquor    \$25.00 Per Day  
2170     Fermented Malt Beverage    \$10.00 Per Day

Name of Applicant Organization or Political Candidate    State Sales Tax Number (Required)

Mailing Address of Organization or Political Candidate

City

State

ZIP Code

Address of Place to Have Special Event

City

State

ZIP Code

Authorized Representative of Qualifying Organization or Political Candidate

Date of Birth (MM/DD/YY)

Phone Number

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

City

State

ZIP Code

Event Manager

Tammi Schneider

Date of Birth (MM/DD/YY)

[REDACTED]

Phone Number

[REDACTED]

Event Manager Home Address

[REDACTED]

City

Kiowa

State

CO

ZIP Code

80117

Email Address of Event Manager

[REDACTED]

1. Is the place to have the Special Event located on State-owned property?

Yes  No

2. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?

No  Yes, How many days?

[REDACTED]

3. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

No  Yes, License Number

[REDACTED]

4. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?

Yes  No

5. For Chambers of Commerce - Each member who holds a retail establishment permit attests they are not exercising the privileges of the retail establishment permit for the duration of the SEP days.

Yes  No

6. For Chambers of Commerce - Please list all members participating in the SEP.

[REDACTED]

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Date
July 24, 2026	July 25, 2026
From:	From:
5pm	5pm
To:	To:
11pm	12am

Date	Date
July 28, 2026	July 29, 2026
From:	From:
5pm	5pm
To:	To:
9pm	9pm

Date	Date
July 30, 2026	July 31, 2026
From:	From:
1pm	5pm
To:	To:
9pm	11pm

Date	Date
Aug. 1, 2026	
From:	From:
10am	
To:	To:
12am	

Date	Date
From:	From:
To:	To:

Date	Date
From:	From:
To:	To:

Date	Date
From:	From:
To:	To:

Date	Date
From:	From:
To:	To:

# Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Title

Chair Person

Signature

*Gore J. Campbell*

Date (MM/DD/YY)

02/23/26

## Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

**Therefore, this Application is Approved.**

Local Licensing Authority (City or County)

City  County

Telephone Number of City/County Clerk

Title

Signature

Date (MM/DD/YY)

**Do Not Write in this Space - For Department of Revenue Use Only**

## Liability Information

License Account Number

Liability Date

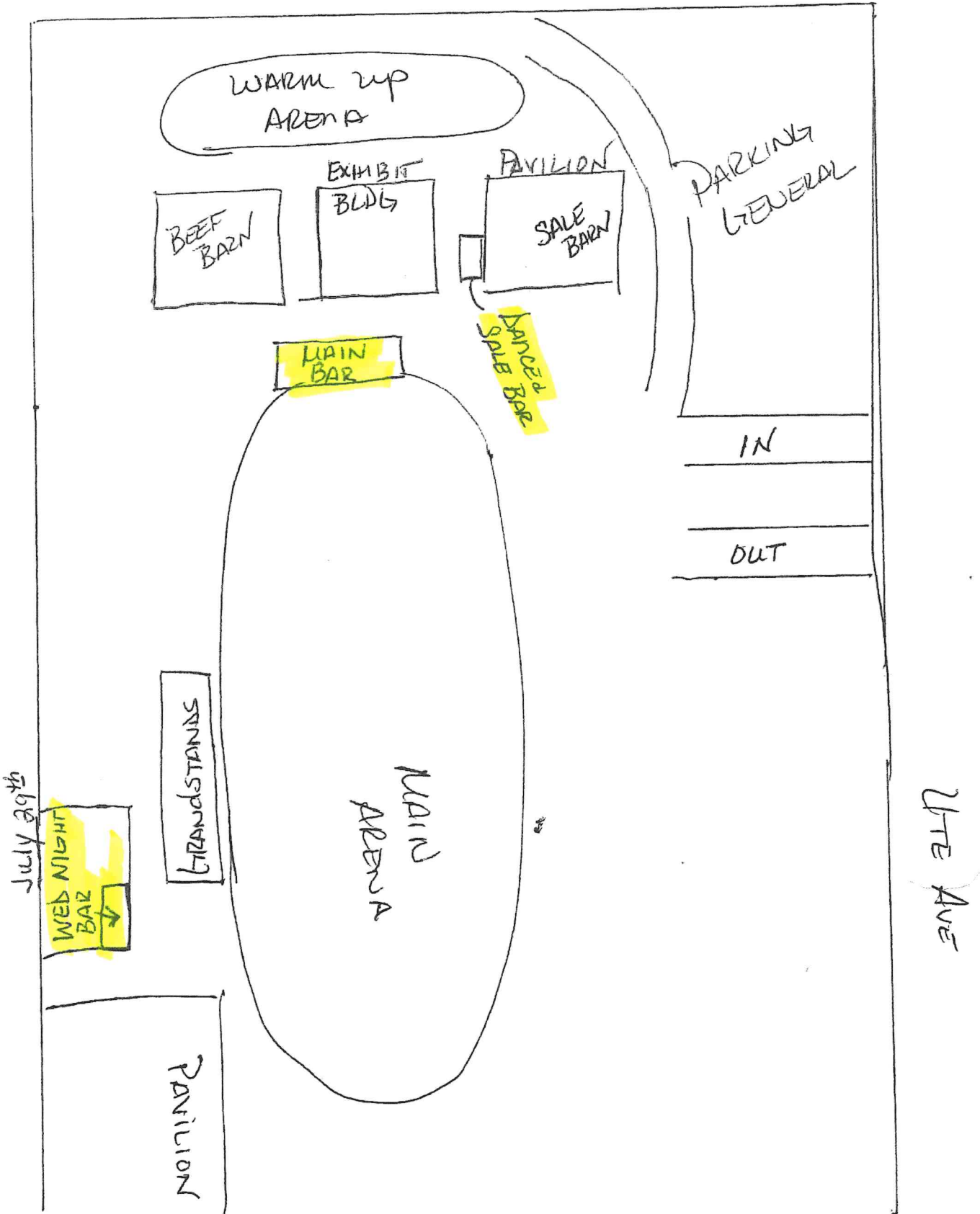
State

Total

-750 (999) \$ .00

# ELBERT COUNTY FAIR

July 24<sup>th</sup> -  
August 2<sup>nd</sup>





## Elbert County Fairgrounds Special Event Liquor Request Form

<b>Brief Description of Event</b>	Elbert County Fair
<b>Name of the Event</b>	Elbert County Fair
<b>Name of Organization or Individual</b>	Cowboy Up in Kiowa Rodeo
<b>Mailing Address</b>	██████████ Kiowa, CO 80117
<b>Name of Lead Contact</b>	Lori Campbell
<b>Phone Number of Lead Contact</b>	██████████
<b>Email Address of Lead Contact</b>	██████████@██████████
<b>Rental Date(s)</b>	July 24-Aug 1, 2026
<b>Signature of Responsible Party</b>	<i>Lori L. Campbell</i>

**Information Regarding Alcohol Request:**

Alcohol will be: (Please circle all that apply)      Sold      Complimentary

How will age identification be controlled? *we will card everyone regardless of their age. Each person over 21 will receive a wristband once carded.*

Who will be serving/monitoring alcoholic beverages consumed? *Cowboy Up in Kiowa liquor committee all we be tips trained & certified*

Approved by Elbert County:  Yes     No

Approval Signature *[Signature]*      Date 23 Feb 2026

# Application for a Special Events Permit

Liquor Permit Number (Do Not Fill Out)

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)**

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Social | <input type="checkbox"/> Athletic                           | <input type="checkbox"/> Philanthropic Institution          |
| <input type="checkbox"/> Fraternal         | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate                |
| <input type="checkbox"/> Patriotic         | <input type="checkbox"/> National Organization or Society   | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political         | <input type="checkbox"/> Religious Institution              | <input type="checkbox"/> Chamber of Commerce                |

**LIAB Type of Special Event Applicant is Applying for:**

- |      |   |                            |
|------|---|----------------------------|
| 2110 | <input type="checkbox"/> Malt, Vinous And Spirituous Liquor | <del>\$25.00 Per Day</del> |
| 2170 | <input type="checkbox"/> Fermented Malt Beverage            | <del>\$10.00 Per Day</del> |

Name of Applicant Organization or Political Candidate State Sales Tax Number (Required)

<i>Cristi Jordan / Zielinski Monabat wedding</i>	<i>N/A</i>
--	------------

Mailing Address of Organization or Political Candidate

City

<i>Monument</i>	State	ZIP Code
	<i>CO</i>	<i>80132</i>

Address of Place to Have Special Event

*95 Ute Ave.*

City

<i>Kiowa</i>	State	ZIP Code
	<i>CO</i>	<i>80117</i>

Authorized Representative of Qualifying Organization or Political Candidate

*Cristi Jordan*

Date of Birth (MM/DD/YY)

Phone Number

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

City

<i>Monument</i>	State	ZIP Code
	<i>CO</i>	<i>80132</i>

Event Manager

N/A

Date of Birth (MM/DD/YY)

N/A

Phone Number

N/A

Event Manager Home Address

N/A

City

N/A

State ZIP Code

State ZIP Code

Email Address of Event Manager

N/A

1. Is the place to have the Special Event located on State-owned property?

Yes  No

2. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?

No  Yes, How many days?

3. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

No  Yes, License Number

4. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?

Yes  No

5. For Chambers of Commerce - Each member who holds a retail establishment permit attests they are not exercising the privileges of the retail establishment permit for the duration of the SEP days.

Yes  No

6. For Chambers of Commerce - Please list all members participating in the SEP.

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date

June 20, 2026

From:

4:00 pm

To:

10:00 pm

Date

From:

To:

Date

From:

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Date

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From:

To:

## Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Title

Cristi Jordan, Mom

Signature

Date (MM/DD/YY)

3-13-26

### Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

**Therefore, this Application is Approved.**

Local Licensing Authority (City or County)

City  County

Telephone Number of City/County Clerk

Title

Signature

Date (MM/DD/YY)

**Do Not Write in this Space - For Department of Revenue Use Only**

### Liability Information

License Account Number

Liability Date

State

Total

-750 (999) \$ .00

## Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

- Appropriate fee.
- Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- Copy of deed, lease, or written permission of owner for use of the premises.
- Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; or
- If not incorporated, a NONPROFIT charter; or
- If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- 
- Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
  - Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
  - State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
  - Check payable to the Colorado Department Of Revenue

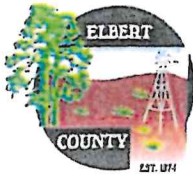
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### Qualifications for Special Events Permit

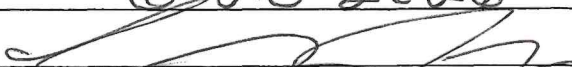
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(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.



## Elbert County Fairgrounds Special Event Liquor Request Form

Brief Description of Event	Wedding for Tylar Zielinski + Lorenz Monabat
Name of the Event	Zielinski - Monabat Wedding
Name of Organization or Individual	Cristi Jordan
Mailing Address	[REDACTED] monument CO 80132
Name of Lead Contact	Cristi Jordan
Phone Number of Lead Contact	[REDACTED]
Email Address of Lead Contact	[REDACTED]
Rental Date(s)	10-20-2026
Signature of Responsible Party	

**Information Regarding Alcohol Request:**

Alcohol will be: Sold \_\_\_\_\_ Complimentary X \_\_\_\_\_

How will age identification be controlled? id and bracelets

Who will be serving/monitoring alcoholic beverages consumed? a tip certified bar tender

**Please provide a copy of your Colorado State Liquor License, Town permit and Certificate of Insurance**

Application has been approved by: \_\_\_\_\_

Signature of County Manager: \_\_\_\_\_ Date: \_\_\_\_\_

March 13, 2026

To Liquor Licensing Authority -  
Requestin Special Permit to  
Serve Liquor

Dear Mayor,  
RE: Special Permit Application

This is a request for a special permit to serve alcohol at my daughter, Tyler Zielinski's wedding. This wedding is to be held on June 20th, 2026. The location is the Elbert County Fairgrounds Exhibit building, located at 95 Ute Ave., Kiowa.

We have planned to serve alcohol at the wedding. We request you issue us a special event license to serve alcohol at this event. We will be carding everyone and issuing bracelets to anyone that is of age that intends to consume alcohol. The bartenders will be TIPS Certified.

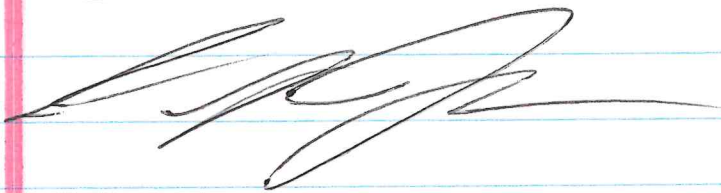
We will do our best to make sure all guests attending follow the law and encourage law enforcement to give tickets to anyone not complying to the laws.

I have enclosed all necessary documents.

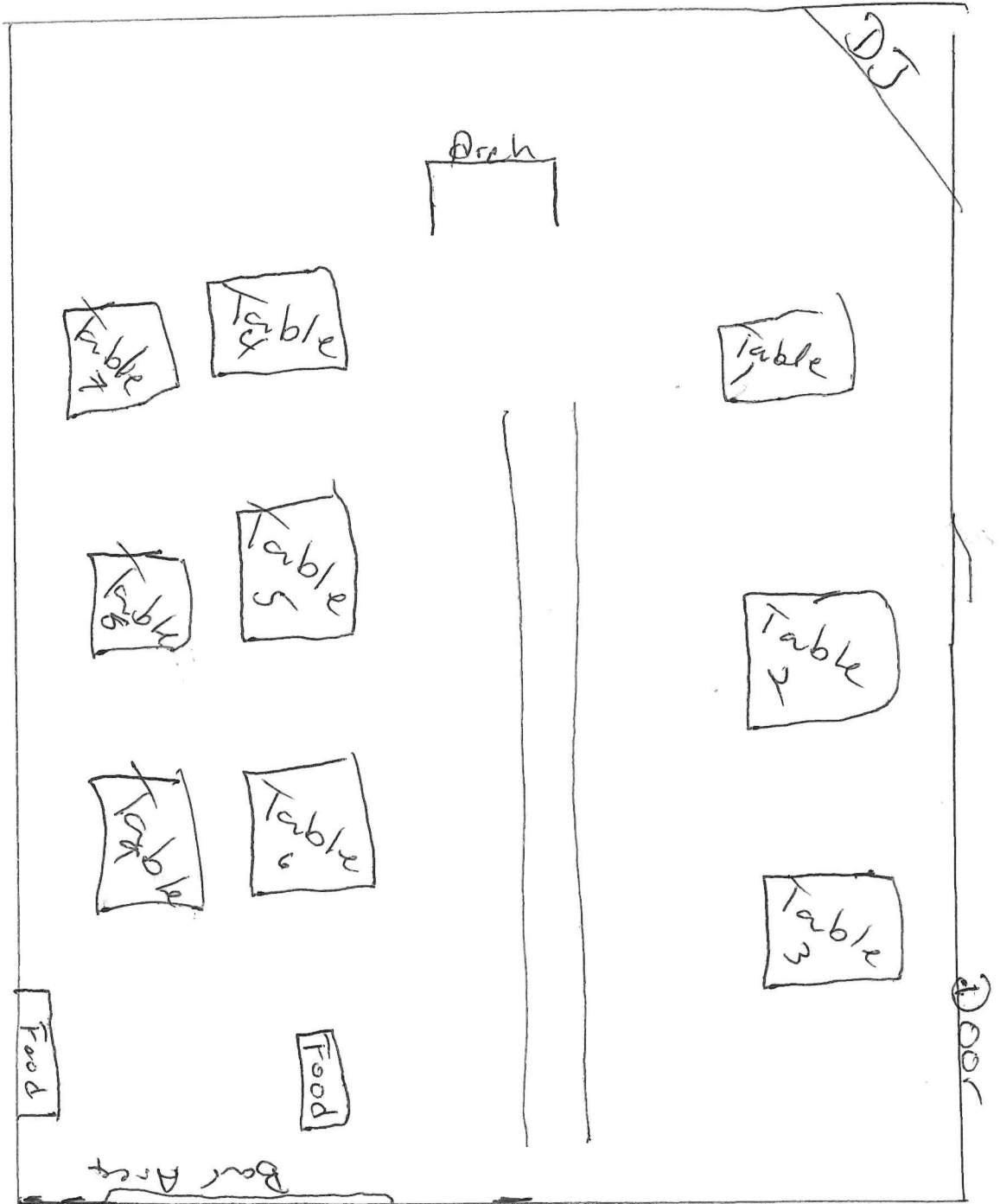
Please contact me at [REDACTED] if you have any questions or require any additional information.

Thank you for your consideration.

Cristi Jordan



3-13-2026



Bathrooms  
 Kitchen Area  
 Bar Area

**Property Owner  
Letter of Permission Form  
To Serve Alcohol on Premises**

To the Town Clerk  
Kiowa, Colorado  
404 Comanche St.  
Kiowa, CO 80117

Date: 7/23/25


I, elbert county owner of the property located at:  
(Print name of Property Owner)

95 Wt Ave, give permission to the following:  
(Property Address)

Lorenz Mambrot, to sell and/or serve alcohol on my property,  
(Name of Applicant/Applicants)

for the following event: wedding/reception,  
(Wedding, Birthday Party, Etc.)

on the following date/Times: 6/19/26 - 6/21/26  
(Date of Event and Start/Finish Times)

Signed,   
(Signature of Property Owner)




# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

 <b>PRODUCER</b> Gaslamp Insurance Services DBA Event Helper Insurance Services PO Box 1549 Grass Valley CA 95945	<b>CONTACT NAME:</b> Event Helper Customer Service <b>PHONE (A/C No. Ext):</b> (530) 477-6521 <b>E-MAIL ADDRESS:</b> info@theeventhelper.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Lorenz Manabat & Tylar Zielinski 3100 W 22nd St, F10 Lawrence KS 66047	<b>INSURER A:</b> Evanston Insurance Company	<b>NAIC #</b> 35378
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			3DS5476-M4700678	06/19/2026 12:01 AM	06/22/2026 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (other than fire) \$ 1,000,000
	<input checked="" type="checkbox"/> Host Liquor Liability	Y	N				MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> Retail Liquor Liability						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> UMBRELLA LIAB						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> EXCESS LIAB						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 200, Event Type: Wedding Reception.

**CERTIFICATE HOLDER****CANCELLATION**

Elbert County Fairgrounds Exhibit Building 95 Ute Ave Kiowa CO 80117	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

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## EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

Elbert County Fairgrounds  
Exhibit Building  
95 Ute Ave  
Kiowa, CO 80117

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph **1.** or **2.** of Section II – Who Is An Insured:

- 1. In the performance of your ongoing operations; or
- 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

## Application for a Special Events Permit

Liquor Permit Number (Do Not Fill Out)

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)**

- |                                 |  |  |
|---------------------------------|--|--|
| <input type="radio"/> Social    | <input type="radio"/> Athletic                           | <input type="radio"/> Philanthropic Institution          |
| <input type="radio"/> Fraternal | <input type="radio"/> Chartered Branch, Lodge or Chapter | <input type="radio"/> Political Candidate                |
| <input type="radio"/> Patriotic | <input type="radio"/> National Organization or Society   | <input type="radio"/> Municipality Owned Arts Facilities |
| <input type="radio"/> Political | <input type="radio"/> Religious Institution              | <input type="radio"/> Chamber of Commerce                |

Name of Applicant Organization or Political Candidate

*Kiowa Main Street Board*

State Sales Tax Number (Required)

Mailing Address of Organization or Political Candidate

*PO Box 1087*

City

*Kiowa*

State

*CO*

ZIP Code

*80117*

Address of Place to Have Special Event

*201 Navajo St. - Nordman Park*

City

*Kiowa*

State

*CO*

ZIP Code

*80117*

Authorized Representative of Qualifying Organization or Political Candidate

*Andrea Price*

Date of Birth (MM/DD/YY)

[REDACTED]

Phone Number

[REDACTED]

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

City

*Kiowa*

State

*CO*

ZIP Code

*80117*

Event Manager

Andrea Price

Date of Birth (MM/DD/YY)

[Redacted]

Phone Number

[Redacted]

Event Manager Home Address

[Redacted]

City

Keowa

State

CO

ZIP Code

80117

Email Address of Event Manager

[Redacted]

1. Is the place to have the Special Event located on State-owned property?

Yes  No

2. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?

No  Yes, How many days?

[Redacted]

3. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

No  Yes, License Number

[Redacted]

4. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?

Yes  No

5. For Chambers of Commerce - Each member who holds a retail establishment permit attests they are not exercising the privileges of the retail establishment permit for the duration of the SEP days.

Yes  No

6. For Chambers of Commerce - Please list all members participating in the SEP.

[Redacted]

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date  
May 23, 2026  
From: 4:00 pm To: 7:00 pm

Date  
From: To:

Date  
June 6, 2026  
From: 4:00 pm To: 7:00 pm

Date  
From: To:

Date  
June 20, 2026  
From: 4:00 pm To: 7:00 pm

Date  
From: To:

Date  
July 18, 2026  
From: 4:00 pm To: 7:00 pm

Date  
From: To:

Date  
August 15, 2026  
From: 4:00 pm To: 7:00 pm

Date  
From: To:

Date  
August 29, 2026  
From: 4:00 pm To: 7:00 pm

Date  
From: To:

Date  
From: To:

Date  
From: To:

Date  
From: To:

Date  
From: To:

## Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Title

*Andrea Price*

Signature

*Andrea Price*

Date (MM/DD/YY)

*3-16-26*

### Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

**Therefore, this Application is Approved.**

Local Licensing Authority (City or County)

City  County

Telephone Number of City/County Clerk

Title

Signature

Date (MM/DD/YY)

**Do Not Write in this Space - For Department of Revenue Use Only**

### Liability Information

License Account Number

Liability Date

State

Total

-750 (999) \$ .00

March 16, 2026

Town of Kiowa  
404 Comanche St.  
Kiowa, CO 80117

Dear Mayor and Board members:

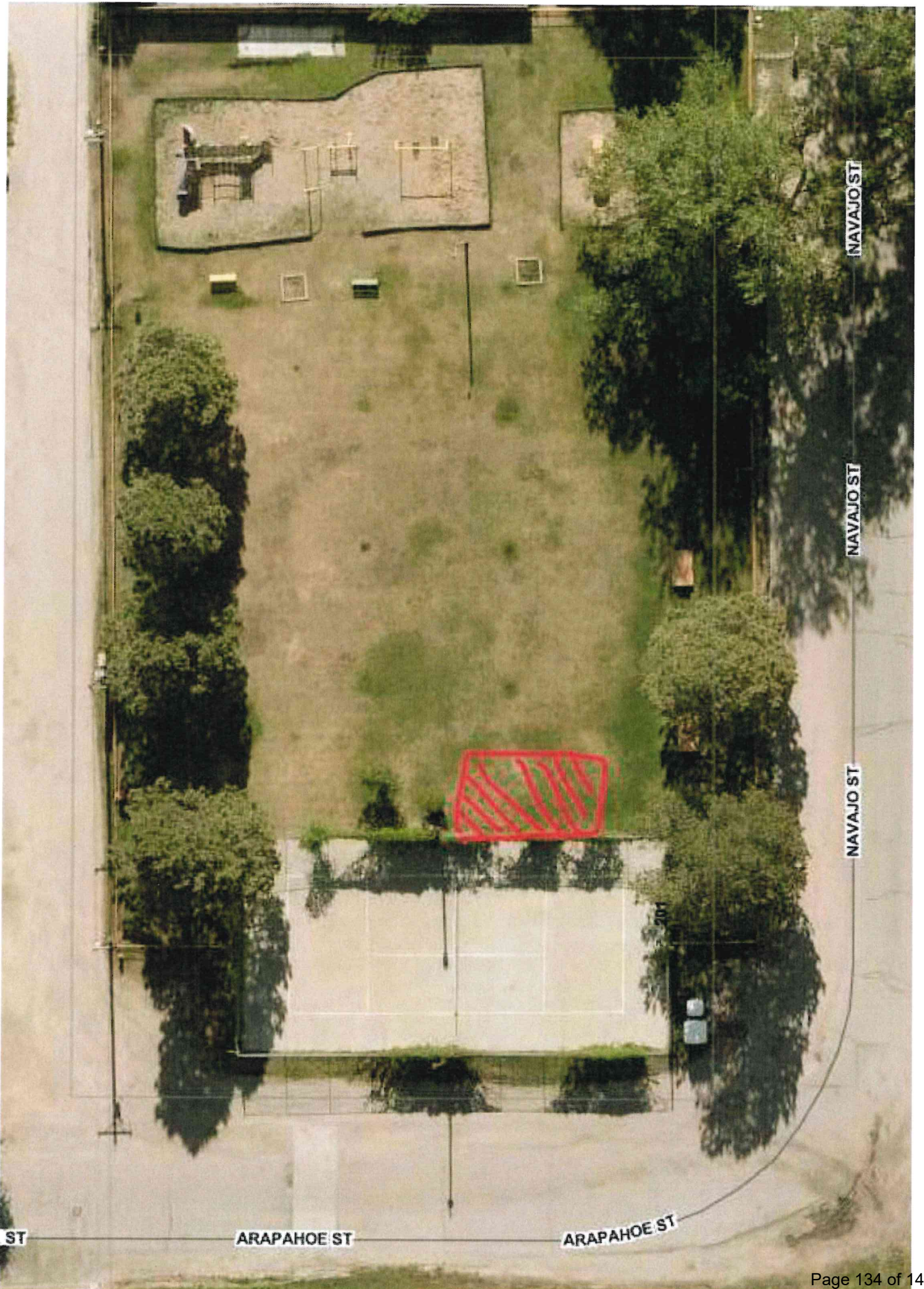
The Kiowa Main Street Board is requesting a special event permit to serve liquor at the Kiowa Music in the Park events this summer. We will be using this as a fundraiser for our board to help fund projects in Town.

All servers will be TIPS certified and we will check ID's and be placing wristbands on those who are over 21. Each event will have a different colored wristband, so they cannot be reused or passed on to someone who is underage for a different event.

We will encourage all who attend the event and choose to drink alcohol to use sound judgement and follow the law. We encourage the Sheriff's department to issue citations to any person who does not comply with the law.

If you have any questions, please feel free to contact anyone on the Main Street Board.

Thank you for your consideration.



To whom it may concern-

3-24-2026

We are having our 4th annual cornhole tournament to help benefit the kiowa high school boys basketball team, these funds help get the kids to summer camps, and anything they might need through the season.

We will be taking identification at the bar and using wrist bands to make sure everyone is 21+ all the servers will be TIP certified.  
Please reach out if you have any other questions and comments.

Respectfully,  
Danielle Ullom

# Application for a Special Events Permit

Liquor Permit Number (Do Not Fill Out)

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)**

- |                                 |  |  |
|---------------------------------|--|--|
| <input type="radio"/> Social    | <input checked="" type="radio"/> Athletic                | <input type="radio"/> Philanthropic Institution          |
| <input type="radio"/> Fraternal | <input type="radio"/> Chartered Branch, Lodge or Chapter | <input type="radio"/> Political Candidate                |
| <input type="radio"/> Patriotic | <input type="radio"/> National Organization or Society   | <input type="radio"/> Municipality Owned Arts Facilities |
| <input type="radio"/> Political | <input type="radio"/> Religious Institution              | <input type="radio"/> Chamber of Commerce                |

**LIAB Type of Special Event Applicant is Applying for:**

- |      |  |                 |
|------|--|-----------------|
| 2110 | <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor | \$25.00 Per Day |
| 2170 | <input type="checkbox"/> Fermented Malt Beverage                       | \$10.00 Per Day |

Name of Applicant Organization or Political Candidate State Sales Tax Number (Required)

The Prokop Foundation

Mailing Address of Organization or Political Candidate

City

Keown

State

CO

ZIP Code

80017

Address of Place to Have Special Event

95 Wtc Ave

City

Keown

State

CO

ZIP Code

80017

Authorized Representative of Qualifying Organization or Political Candidate

Danielle Ullom

Date of Birth (MM/DD/YY)

Phone Number

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

City

State

ZIP Code

Event Manager

JR Prokop

Date of Birth (MM/DD/YY)

[Redacted]

Phone Number

[Redacted]

Event Manager Home Address

[Redacted]

City

Kiowa

State

CO

ZIP Code

80117

Email Address of Event Manager

[Redacted]

1. Is the place to have the Special Event located on State-owned property?

Yes  No

2. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?

No  Yes, How many days?

[Redacted]

3. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

No  Yes, License Number

[Redacted]

4. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?

Yes  No

5. For Chambers of Commerce - Each member who holds a retail establishment permit attests they are not exercising the privileges of the retail establishment permit for the duration of the SEP days.

Yes  No

6. For Chambers of Commerce - Please list all members participating in the SEP.

[Redacted]

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date  
June 13<sup>th</sup>

From: 10am To: 11:59pm

Date

From: To:

Date

From: To:

Date

From: To:

Date

From: To:

Date

From: To:

Date

From: To:

Date

From: To:

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From: To:

Date

From: To:

Date

From: To:

## Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Title

Manager

Signature

*[Handwritten Signature]*

Date (MM/DD/YY)

3-24-26

### Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

**Therefore, this Application is Approved.**

Local Licensing Authority (City or County)

City  County

Telephone Number of City/County Clerk

Title

Signature

Date (MM/DD/YY)

**Do Not Write in this Space - For Department of Revenue Use Only**

### Liability Information

License Account Number

Liability Date

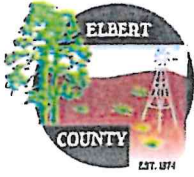
State

Total

-750 (999)

\$

.00



## Elbert County Fairgrounds Special Event Liquor Request Form

Brief Description of Event	Corn Hole tournament.
Name of the Event	High School Boys Basketball Corn Hole <sup>tournament</sup>
Name of Organization or Individual	The Prokop foundation
Mailing Address	[REDACTED]
Name of Lead Contact	JL Prokop.
Phone Number of Lead Contact	[REDACTED]
Email Address of Lead Contact	[REDACTED]
Rental Date(s)	June 13th
Signature of Responsible Party	<i>JL Prokop</i>

**Information Regarding Alcohol Request:**

Alcohol will be: Sold  Complimentary

How will age identification be controlled? ID + Wrist bands

Who will be serving/monitoring alcoholic beverages consumed? Tip Certified

**Please provide a copy of your Colorado State Liquor License, Town permit and Certificate of Insurance**

Application has been approved by: \_\_\_\_\_

Signature of County Manager: \_\_\_\_\_ Date: \_\_\_\_\_

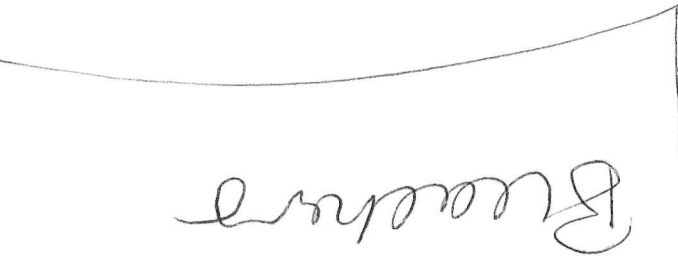
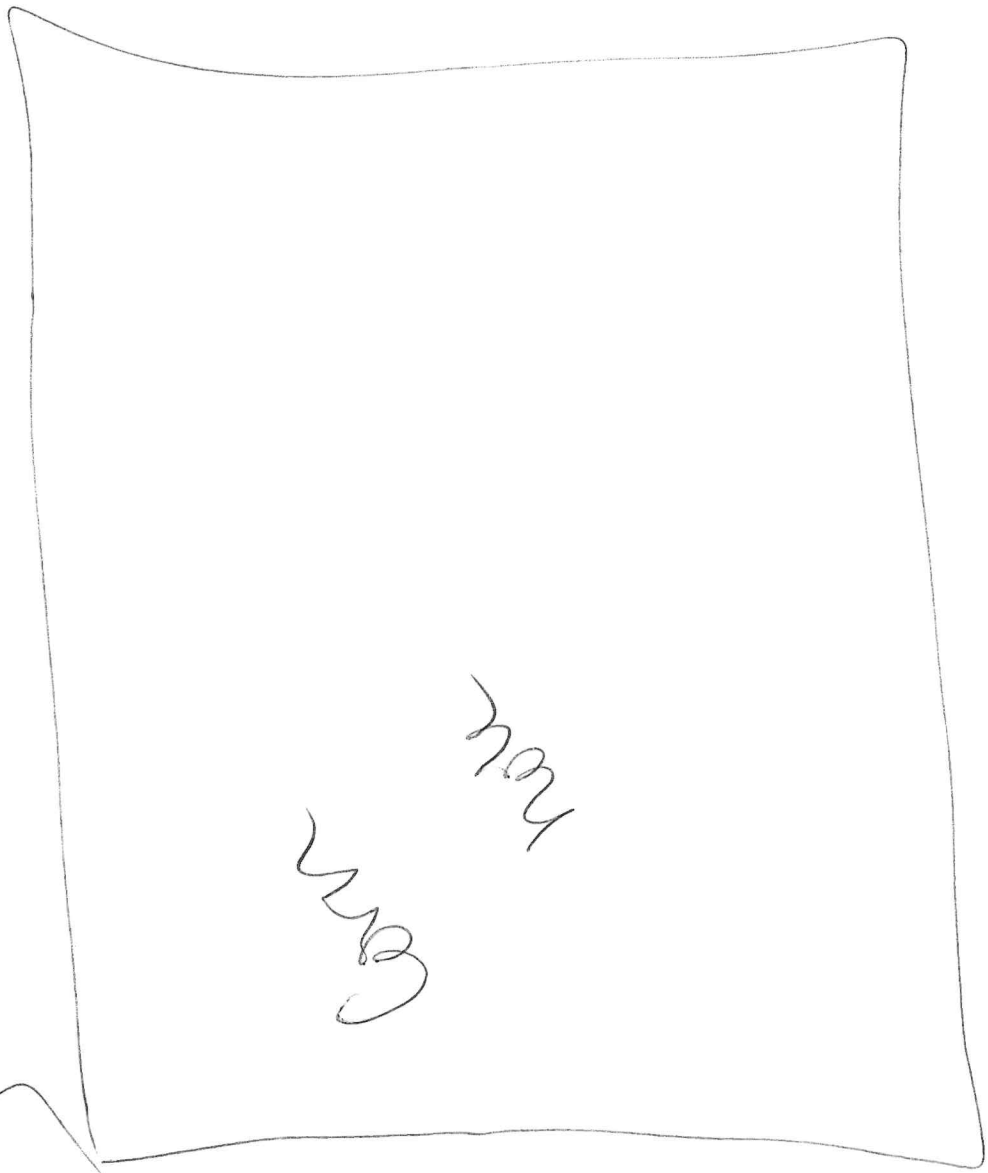
(2)



(7)

(8)

Horse Pavilion



Fairgrounds  
Entrance



OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

The Prokop Foundation

is a

Nonprofit Corporation

formed or registered on 02/10/2026 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20261172979 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/23/2026 that have been posted, and by documents delivered to this office electronically through 03/24/2026 @ 14:27:58 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/24/2026 @ 14:27:58 in accordance with applicable law. This certificate is assigned Confirmation Number 18357423 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

To whom it may concern-

3-24-2026

We are having a benefit dinner for a preschool teacher who has a brain tumor and has to have surgery. Due to this misfortune she is unable to work. We are having a silent auction and cash bar to raise funds to help her with her ongoing care and medical expenses.

We will be taking identification at the bar and using wrist bands to make sure everyone is 21+ all the servers will be TIP certified.

Please reach out if you have any other questions and comments.

Respectfully  
Danielle Ullom

# Application for a Special Events Permit

Liquor Permit Number (Do Not Fill Out)

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)**

- Social
- Athletic
- Philanthropic Institution
- Fraternal
- Chartered Branch, Lodge or Chapter
- Political Candidate
- Patriotic
- National Organization or Society
- Municipality Owned Arts Facilities
- Political
- Religious Institution
- Chamber of Commerce

**LIAB Type of Special Event Applicant is Applying for:**

- 2110  Malt, Vinous And Spirituous Liquor ~~\$25.00 Per Day~~
- 2170  Fermented Malt Beverage ~~\$10.00 Per Day~~

Name of Applicant Organization or Political Candidate

State Sales Tax Number (Required)

Mailing Address of Organization or Political Candidate

City

State

ZIP Code

Address of Place to Have Special Event

City

State

ZIP Code

Authorized Representative of Qualifying Organization or Political Candidate

Date of Birth (MM/DD/YY)

Phone Number

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

City

State

ZIP Code

Event Manager

Donielle Ullom

Date of Birth (MM/DD/YY)

[Redacted]

Phone Number

[Redacted]

Event Manager Home Address

[Redacted]

City

Krowa

State

CO

ZIP Code

80017

Email Address of Event Manager

[Redacted]

1. Is the place to have the Special Event located on State-owned property?

Yes  No

2. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?

No  Yes, How many days? [Redacted]

3. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

No  Yes, License Number [Redacted]

4. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?

Yes  No

5. For Chambers of Commerce - Each member who holds a retail establishment permit attests they are not exercising the privileges of the retail establishment permit for the duration of the SEP days.

Yes  No

6. For Chambers of Commerce - Please list all members participating in the SEP.

[Redacted]

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date

May 2nd.

From:

10am

To:

11:59 pm.

Date

From:

To:

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# Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Title

Manager

Signature

*[Handwritten Signature]*

Date (MM/DD/YY)

03/10/06

## Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

**Therefore, this Application is Approved.**

Local Licensing Authority (City or County)

City  County

Telephone Number of City/County Clerk

Title

Signature

Date (MM/DD/YY)

**Do Not Write in this Space - For Department of Revenue Use Only**

## Liability Information

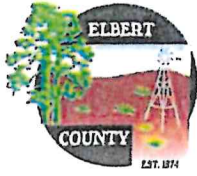
License Account Number

Liability Date

State

Total

-750 (999) \$ .00



## Elbert County Fairgrounds Special Event Liquor Request Form

Brief Description of Event	Benefit Dinner - [REDACTED]
Name of the Event	Benefit dinner.
Name of Organization or Individual	Danielle Ullom
Mailing Address	[REDACTED] Krowa CO 80117
Name of Lead Contact	Danielle Ullom
Phone Number of Lead Contact	[REDACTED]
Email Address of Lead Contact	[REDACTED]
Rental Date(s)	May 2nd 2026
Signature of Responsible Party	Danielle Ullom

### Information Regarding Alcohol Request:

Alcohol will be: Sold  Complimentary

How will age identification be controlled? Wrist Bands

Who will be serving/monitoring alcoholic beverages consumed? Tip Certified individuals

**Please provide a copy of your Colorado State Liquor License, Town permit and Certificate of Insurance**

Application has been approved by: \_\_\_\_\_

Signature of County Manager: \_\_\_\_\_ Date \_\_\_\_\_

Exhibit Building

Bar

Stage

Student Auction

Tables

Door

Food

Bathrooms

Kitchen