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

## AGENDA

**1. Invocation/Pledge of Allegiance**

**2. Call to Order/Roll Call**

**3. Agenda Consent**

**4. 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.

**5. Work Session - Presentations**

- A. Speed Enforcement Program by Jerome Riordan from Dacra Tech
- B. Town Hall Renovation and Improvement Project by Jeffrey Wood from the University Technical Assistance Program (UTAP) at the University of Denver

**6. Consent Items**

- A. Approval of Minutes from May 12, 2026 and May 14, 2026
- B. Expenditures for Year-to-Date 2026

**7. General Business**

- A. RESOLUTION NO. 2026-09 — A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT FOR MUNICIPAL JUDGE SERVICES WITH JUDGE KEVIN T. ELLMANN

- B. RESOLUTION NO. 2026-10 — A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT [HOUSING AND COMMUNITY DEVELOPMENT SPECIALIST] BETWEEN THE TOWN AND DAVIDSON CONSULTING SOLUTIONS
- C. RESOLUTION NO. 2026-11 — A RESOLUTION FORMALLY SUPPORTING THE MEMORIAL DESIGNATION OF THE PORTION OF STATE HIGHWAY 86 THAT PASSES THROUGH THE TOWN OF KIOWA IN HONOR OF MAYOR TERRY HOWARD
- D. RESOLUTION NO. 2026-12 — A RESOLUTION ACCEPTING AN EASEMENT FOR AN ART MURAL, APPROVING THE MURAL EASEMENT AGREEMENT WITH RAVENS WING, LLC, AND RATIFYING THE MAYOR’S EXECUTION OF THE MURAL EASEMENT AGREEMENT
- E. RESOLUTION NO. 2026-13 - A RESOLUTION APPROVING AN ART MURAL LICENSE AGREEMENT BETWEEN THE TOWN OF KIOWA AND THE KIOWA MAIN STREET PROGRAM

**8. Staff Reports**

- A. Mayor
- B. Board of Trustees
- C. Town Attorney
- D. Town Administrator
  - 1) Public Works

**9. Discussion/Communications**

**10. Adjourn**

**Agenda Approved By:**

**Tammy Hart  
Mayor, Town of Kiowa**

Date Posted:

June 8, 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 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 May 12, 2026, at 7:12 pm.

Present: Mayor Hart, Mayor Pro Tem Shafer, Trustee Stahl, Trustee Schantz and Trustee Smith. The Town of Kiowa had a quorum to conduct business. Trustee Wineland was absent.

Also present:

Sasha Davidson, Town Clerk  
Kim Boyd, Town Administrator  
Joshua Myers, Town Attorney

### APPROVAL OF AGENDA

Josh Myers requested revisions to the agenda, removing **B. Fire Resiliency Map under 7. Public Hearing** and **C. Municipal Court Judge under 8. General Business**. Mayor Pro Tem Shafer motioned to approve the agenda with requested revisions, and Trustee Stahl seconded. The motion carried 5-0 with no discussion.

### PUBLIC COMMENT

None.

**WORK SESSION** – Presentation was canceled due to the speaker not being present.

### PUBLIC HEARING

- A. ORDINANCE 2026-03 - 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.** There was extensive discussion regarding the advantages and disadvantages of adopting the ordinance. Trustee Shantz moved to approve the ordinance; however, the motion failed for lack of a second.

Following additional discussion, Mayor Pro Tem Shafer moved to approve the ordinance, seconded by Trustee Smith. The motion passed by a vote of 4-1, with Trustee Smith casting the sole dissenting vote.

**B. Elbert County Republicans Special Event Liquor Permit**

Trustee Smith moved to approve the special-event liquor permit for the Elbert County Republicans' event. Trustee Smith seconded the motion. The motion carried 5-0.

**GENERAL BUSINESS**

**A. BOARD ENDORSEMENT FOR ADMINISTRATOR BOYD'S APPLICATION TO THE COLORADO MUNICIPAL LEAGUE'S (CML) EXECUTIVE BOARD.**

Mayor Pro Tem Shafer moved to approve the Board Endorsement for Administrator Boyd's application to the Colorado Municipal League's (CML) Executive Board. Trustee Smith seconded the motion. The motion carried 5-0 with no discussion.

**B. ORDINANCE 2026-05 - AN ORDINANCE OF THE TOWN OF KIOWA, COLORADO, AMENDING THE TOWN'S 2026 BUDGET AND APPROPRIATING ADDITIONAL FUNDS.**

After discussion by the board, Mayor Pro Tem Shafer motioned to approve ORDINANCE 2026-05 - AN ORDINANCE OF THE TOWN OF KIOWA, COLORADO, AMENDING THE TOWN'S 2026 BUDGET AND APPROPRIATING ADDITIONAL FUNDS. Trustee Stahl seconded the motion. The motion carried 5-0 with no discussion.

**STAFF REPORTS**

**A. Mayor**

- 1) Met with senior citizens and got updates on improvements they are making and items that they need assistance with to update their building.

**B. Board of Trustees**

None.

**C. Town Attorney**

None.

**D. Town Administrator**

- 1) After giving the matter additional thought, Administrator Boyd determined there may be a more effective approach to addressing the Administrator Employment Contract. The Board concurred with allowing Town Attorney Josh Myers to begin discussions and explore potential options before bringing a recommendation back to the Board for consideration.

- 2) Staff is currently working with Elizabeth and Elbert County to coordinate a shared funding solution to address a shortfall in available funds for the Project SMILE Senior Meal Program for the month of June. The goal is to ensure that meal services to Kiowa seniors continue without interruption while regional partners work together to address the funding gap.
- 3) Update given on the various projects Public Works is working on at this time across town.

E. Town Clerk

- 1) Clerk Davidson has once again applied for and been awarded a grant to attend the Colorado Municipal Clerks Association Annual Conference. She continues to work toward obtaining her Municipal Clerk certification.

**CONSENT AGENDA** – Approval of Minutes and Expenditures for Year-to-Date 2026  
Mayor Pro Tem Shafer moved to approve the consent agenda items, and Trustee Smith seconded the motion. The motion carried 5-0 with no discussion

**DISCUSSION/COMMUNICATION**

- A. Administrator Boyd advised that there is a potential for Town participation in assisting the Kiowa Fire Protection District with the cost and installation of a new community notification sign.

**ADJOURN**

Mayor Pro Tem Shafer moved to adjourn at 9:29 pm. Trustee Smith seconded. The motion carried 5-0 with no discussion.

Approved:

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Tammy Hart, Mayor

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Kimberly Boyd, Town Administrator



**PLEDGE OF ALLEGIANCE**

Mayor Hart led the Board in the Pledge of Allegiance.

**CALL TO ORDER/ROLL CALL**

Mayor Hart called the Special Meeting Board of Trustees to order on May 14, 2026, at 7:19 pm.

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

Also present:

Sasha Davidson, Town Clerk

Joshua Myers, Town Attorney on Zoom

Town Administrator Kim Boyd was absent.

**APPROVAL OF AGENDA**

Mayor Pro Tem Shafer motioned to approve the agenda. Trustee Wineland seconded the motion. The motion carried 6-0 with no discussion.

**GENERAL BUSINESS**

**EMERGENCY ORDINANCE 2026-06, AN EMERGENCY ORDINANCE OF THE TOWN OF KIOWA, COLORADO, APPROVING A DONATION OF \$4,000.00 TO THE EAST CENTRAL COUNCIL OF GOVERNMENTS (ECCOG) FOR THE PROJECT SMILE NUTRITION PROGRAM.** After a brief discussion, Trustee Smith motioned to approve Emergency Ordinance 2026-06. Mayor Pro Tem Shafer seconded the motion. The motion carried 6-0 with no discussion.

**ADJOURN**

Mayor Pro Tem Shafer moved to adjourn at 7:23 pm. Trustee Wineland seconded the motion. The motion carried 6-0 with no discussion.

Approved:

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Tammy Hart, Mayor

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Sasha Davidson, Town Clerk

**Town of Kiowa**  
Statement of Financial Position  
As of Jun 5, 2026

	Total
<b>Assets</b>	
Current Assets	
Bank Accounts	
1010 TOK Primary Checking (6476)	387,260.99
1020 TOK Money Market Account (6484)	803,780.71
1050 Petty Cash	153.76
<b>Total for Bank Accounts</b>	<b>\$1,191,195.46</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>\$1,442,521.53</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>\$1,442,521.53</b>
<b>Liabilities and Equity</b>	
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

**Town of Kiowa**  
Statement of Financial Position  
As of Jun 5, 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	-7,994.95
2212 FIT	7,922.25
2213 Colorado SIT	-721.00
2214 Retirement benefits to pay 457	-360.00
2215 FUTA	-130.94
2216 CO FLI - Family leave	-36.15
2217 Colorado SUI	-80.41
2501 ICMA 401(a)	-3,395.49
<b>Total for 2210 Payroll tax to pay</b>	<b>-\$4,796.69</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>\$447,286.90</b>
<b>Total for Current Liabilities</b>	<b>\$542,121.30</b>
<b>Total for Liabilities</b>	<b>\$542,121.30</b>
Equity	
3150 Opening balance equity	-0.06
3300 Retained Earnings	578,519.57
Net Revenue	321,880.72
<b>Total for Equity</b>	<b>\$900,400.23</b>
<b>Total for Liabilities and Equity</b>	<b>\$1,442,521.53</b>

**Town of Kiowa**  
Statement of Activity  
January 1-June 5, 2026

	Total
<b>Revenue</b>	
4000 Tax Revenue	
4010 Roads & Streets	
4011 Road & Bridge Distribution	33,935.03
4012 Highway Users Tax Fund (HUTF)	11,407.03
<b>Total for 4010 Roads &amp; Streets</b>	<b>\$45,342.06</b>
4015 Cigarette Distribution	603.24
4050 Personal Property Exemption	567.00
4051 Property Tax	156,839.01
4060 Sales Tax - DOR	212,283.48
4061 Senior/Vet Exemption	2,261.49
4063 Specific Ownership Taxes (SOT)	9,880.58
4065 Use tax	3,636.37
4067 Conservation Trust Fund (CTF)	2,647.38
<b>Total for 4000 Tax Revenue</b>	<b>\$434,060.61</b>
4200 Contributed Income	
4210 Government Grants & Contracts	
4215 DOLA - EIAF 9734 Grant	99,538.00
4216 CDOT - TAP Grant	236,162.06
4217 CDBGPF-25-527 Kiowa Park Upgrades	26,000.00
4218 LPC-IN-906 Zoning Code Updates	6,757.50
<b>Total for 4210 Government Grants &amp; Contracts</b>	<b>\$368,457.56</b>
4220 Sponsorships & Donations	
4221 Annual Town Event Sponsorships	12,025.00
4224 Main Street Fundraising & Event Sponsorships	133.84
<b>Total for 4220 Sponsorships &amp; Donations</b>	<b>\$12,158.84</b>
<b>Total for 4200 Contributed Income</b>	<b>\$380,616.40</b>
4250 Sales	
4251 Business License Fees	1,510.00
4252 Building Permit and Plan Review Fees	8,768.45
4253 Business License	395.00
4254 Dog License Fee	55.00
4257 Special Event Liquor License Fee	700.00
4261 Court Fines	250.00
<b>Total for 4250 Sales</b>	<b>\$11,678.45</b>

**Town of Kiowa**  
Statement of Activity  
January 1-June 5, 2026

	Total
4280 Franchise Tax	
4281 Black Hills	5,529.12
4282 Comcast	100.00
4283 CORE	8,008.32
<b>Total for 4280 Franchise Tax</b>	<b>\$13,637.44</b>
4400 KWWA Operating Contract	35,262.45
<b>Total for Revenue</b>	<b>\$875,255.35</b>
<b>Gross Profit</b>	<b>\$875,255.35</b>
<b>Expenditures</b>	
6000 Payroll expenses	
6010 Salary & Wages	
6030 Salary & Wages- Public Works-Streets	\$22,239.51
6030.1 Overtime	19.31
<b>Total for 6030 Salary &amp; Wages- Public Works-Streets</b>	<b>\$22,258.82</b>
6040 Salary & Wages - Admin Staff	46,120.84
<b>Total for 6010 Salary &amp; Wages</b>	<b>\$68,379.66</b>
6020 Board Monthly Stipend	2,796.00
6100 Payroll Taxes (Employer)	11,313.31
6210 Deferred Health Care	6,056.04
6212 ToK Benefit Expense	9,901.91
6250 Reimbursements - Employee	853.24
6270 Payroll Contractual Fees	1,460.24
<b>Total for 6000 Payroll expenses</b>	<b>\$100,760.40</b>
6290 Professional Training & Conference	205.00
6300 Advertising & Public Notices	
6320 Public Notices	762.08
<b>Total for 6300 Advertising &amp; Public Notices</b>	<b>\$762.08</b>
6500 Insurance	
6510 CIRSA Insurance (PC & Liability)	6,232.24
6512 CIRSA (Workers Compensation)	5,852.82
<b>Total for 6500 Insurance</b>	<b>\$12,085.06</b>
6601 Donations & Sponsorships to Others	6,600.00
6630 Dues & Subscriptions	
6632 Website/Apps	2,661.50
6633 Professional Memberships	2,204.83
<b>Total for 6630 Dues &amp; Subscriptions</b>	<b>\$4,866.33</b>

**Town of Kiowa**  
Statement of Activity  
January 1-June 5, 2026

	Total
6710 Repairs & maintenance	
6711 Trash and Janitorial	960.87
6712 Repairs & Maintenance - Streets	6,647.27
6713 Repair & Maintenance - Town Hall	1,072.80
6714 Repairs & Maintenance - Parks & Rec	32,325.90
<b>Total for 6710 Repairs &amp; maintenance</b>	<b>\$41,006.84</b>
6760 Rent & Lease Equipment	
6761 Parks & Rec - Parker Port-a Potty	3,630.00
6762 Equipment Purchase/Lease	3,947.05
<b>Total for 6760 Rent &amp; Lease Equipment</b>	<b>\$7,577.05</b>
6771 Town Event Entertainment	27,700.00
6772 Main Street Sponsored Events	8,400.00
6800 General Office Expenses	
6830 Copier Lease	1,237.45
6860 Printing & Photocopying	1,646.25
<b>Total for 6800 General Office Expenses</b>	<b>\$2,883.70</b>
6900 Utilities	\$1,323.56
6905 Utilities- Power - CORE	2,630.58
6906 Utilities- Power- Street Lights - CORE	5,434.77
6910 Utilities- Heat - Black Hills	1,349.75
6920 Utilities - Water and Sewer - KWWA	1,399.12
6940 Utilities Telephone/Internet	2,949.14
6970 Security/Alarm Monitoring	3,087.20
<b>Total for 6900 Utilities</b>	<b>\$18,174.12</b>
7000 Professional Services	
7016 Legal Services	
7012 Legal Services - General Counsel	37,204.50
7014 Professional Services - Municipal Court	2,586.84
<b>Total for 7016 Legal Services</b>	<b>\$39,791.34</b>
7020 IT Services	
7021 Professional - IT - Phoenix Technologies	9,137.61
7022 Professional - Web Design	360.00
<b>Total for 7020 IT Services</b>	<b>\$9,497.61</b>

**Town of Kiowa**  
Statement of Activity  
January 1-June 5, 2026

	Total
7040 Counsulting Services	
7041 Professional - Consulting - SafeBuilt	5,593.78
7042 Professional - Consulting - Kimley-Horn	213,277.50
<b>Total for 7040 Counsulting Services</b>	<b>\$218,871.28</b>
7070 IGA with ECSO	27,498.00
7090 Professional Services- Other	
7091 Professional - Code Enforcement	6,600.00
7092 Professional - Fischer Project Mgmt	15,000.00
<b>Total for 7090 Professional Services- Other</b>	<b>\$21,600.00</b>
<b>Total for 7000 Professional Services</b>	<b>\$317,258.23</b>
7100 Bank Charges & Fees	10.00
7200 Vehicle Expenses	
7200.1 Town Staff Vehicle	13,645.00
7230 Vehicle - Repairs Maintenance	258.48
<b>Total for 7200 Vehicle Expenses</b>	<b>\$13,903.48</b>
7500 Other Miscellaneous Expense	
7503 Elbert County Clerk & Recorder	72.37
7504 Elbert CO Treasurer Fee	3,199.02
<b>Total for 7500 Other Miscellaneous Expense</b>	<b>\$3,271.39</b>
<b>Total for Expenditures</b>	<b>\$565,463.68</b>
<b>Net Operating Revenue</b>	<b>\$309,791.67</b>
Other Revenue	
8000 Interest Income	12,041.27
<b>Total for Other Revenue</b>	<b>\$12,041.27</b>
<b>Net Other Revenue</b>	<b>\$12,041.27</b>
<b>Net Revenue</b>	<b>\$321,832.94</b>

**RESOLUTION NO. 2026-09  
TOWN OF KIOWA, COLORADO  
BOARD OF TRUSTEES**

**A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT FOR  
MUNICIPAL JUDGE SERVICES WITH JUDGE KEVIN T. ELLMANN**

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

WHEREAS, the Town is authorized by Charter Section 4.05 and Section 2-93 of the Town of Kiowa Municipal Code (“Code”) to appoint a municipal judge to preside over the Town of Kiowa Municipal Court; and

WHEREAS, Charter Section 4.05 requires the Town’s Municipal Judge to be appointed by the Town’s Board of Trustees (“Board”) at the first January meeting of the Board following each regular Town election, which occurs in November of even-numbered years; and

WHEREAS, Judge Paul King was serving as the Town’s Municipal Judge until he retired and resigned early from the position; and

WHEREAS, the Town completed a competitive selection process for a new municipal judge through a Request for Proposals process; and

WHEREAS, Judge Kevin T. Ellmann is the lowest qualified, responsible bidder that responded to the Town’s Request for Proposals; and

WHEREAS, the Board desires to appoint Judge Ellmann as the Town’s Municipal Judge for the remainder of this year (2026) to align with the requirements of Charter Section 4.05; and

WHEREAS, the Board desires to enter the Professional Services Agreement for Judicial Services – Municipal Judge with Judge Ellmann, attached hereto as **Exhibit A**, and hereby adopts the Recitals and Representations therein as findings of the Board.

**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 the findings and determinations of the Board and are incorporated herein for all purposes.

**Section 2.** The Board of Trustees hereby: (1) appoints Judge Keven T. Ellmann as the Municipal Judge of the Town of Kiowa, Colorado, to serve at the pleasure of the Board pursuant to the Charter and Code; (2) approves the Professional Services Agreement for Judicial Services – Municipal Judge, attached hereto as **Exhibit A** (“Agreement”); (3) authorizes the Mayor to execute the Agreement on behalf of the Board; and (4) directs the Town Administrator to take such actions as are needed to effectuate the Agreement between the Town and Judge Ellmann.

**Section 3.** All prior resolutions adopted by the Board in conflict with this Resolution are hereby repealed.

**Section 4.** This Resolution is effective immediately upon adoption.

**APPROVED AND ADOPTED BY THE BOARD OF TRUSTEES ON JUNE 09, 2026.**

TOWN OF KIOWA, COLORADO

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Tammy Hart, Mayor

Attest:

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Sasha Davidson, Town Clerk

**EXHIBIT A**  
**[Professional Services Agreement for Judicial Services – Municipal Judge]**

*{See attached.}*

**TOWN OF KIOWA  
PROFESSIONAL SERVICES AGREEMENT  
(Judicial Services - Municipal Judge)**

**THIS AGREEMENT** (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2026 (“Effective Date”), by and between **Kevin T. Ellmann** and the **TOWN OF KIOWA, COLORADO**, a home rule municipal corporation of the State of Colorado (the “Town”), each of which are referred to individually as a “Party” and collectively as the “Parties.”

**RECITALS AND REPRESENTATIONS**

**WHEREAS**, the Town is authorized by Section 4.05 of the Kiowa Home Rule Charter (“Charter”) and Section 2-93 of the Town of Kiowa Municipal Code (“Code”) to appoint a Municipal Judge to preside over the Town of Kiowa Municipal Court (“Municipal Court”); and

**WHEREAS**, Judge Paul King was serving as the Town’s municipal judge until he retired and resigned from the position; and

**WHEREAS**, pursuant to Charter Section 4.05(1), the Town’s municipal judge shall be an attorney licensed to practice law in the State of Colorado and shall be appointed to the position by a majority vote of the Town’s Board of Trustees (“Board”) at the first January meeting of the Board following each regular Town election; the municipal judge shall serve at the pleasure of the Board, without a definite term, and at a salary fixed from time to time by resolution of the Board; and the municipal judge shall be responsible to the Board and shall perform such duties as provided by ordinance and Chapter 2, Article V of the Code; and

**WHEREAS**, per Code Section 2-93, the Municipal Court shall be presided over and its functions exercised by the Town’s municipal judge, appointed by the Board for a term of two (2) years, by resolution of the Board; and

**WHEREAS**, Kevin T. Ellmann has held himself out to be qualified to serve as the Town’s municipal judge in compliance with Chapter 2, Article V of the Code and as provided by ordinance;

**WHEREAS**, the Board desires to appoint Kevin T. Ellmann to the position of municipal judge of the Town; and

**WHEREAS**, Kevin T. Ellmann desires to accept the appointment of municipal judge of the Town under the following terms and conditions.

**NOW, THEREFORE**, in consideration of the mutual promise and covenants set forth below, the Town and Kevin T. Ellmann agree as follows:

1. **APPOINTMENT; TERM.** Pursuant to Resolution 2026-09 adopted by the Board contemporaneously with the approval of this Agreement, Kevin T. Ellmann (hereinafter, the “Municipal Judge”) is appointed to serve as the municipal judge of the Town commencing on June 1, 2026, through December 31, 2026 (the “Initial Term”). The Board may re-appoint the Municipal Judge for a period of two (2) years, pursuant to Charter Section 4.05 and Code Section 2-93. The Town may appoint, at the Town’s expense and sole discretion, additional municipal judges of the Town if the Town determines the appointment of additional municipal judges to be in the Town’s best interest, per Code Section 2-93.

2. **SERVICE AT THE PLEASURE OF BOARD; NOTICE REQUIRED FOR RESIGNATION.**  
The Municipal Judge shall serve at the pleasure of the Board. The Municipal Judge may resign from such position upon 60 days' advance written notice to the Mayor and Town Administrator, which notice may be via electronic mail, unless a shorter notice period is agreed to by the Board. The Municipal Judge shall provide the Town with a current electronic mail address.
3. **DUTIES.** The Municipal Judge promises to perform the duties and exercise the applicable powers of the Town's municipal judge set forth in Chapter 2, Article V of the Code (the "Services"). While fulfilling these duties, the Municipal Judge is expected to:
  - A. Preside over and attend all court dates, including the regular Municipal Court session held on the first Monday of every other month, starting at 9:00 a.m. unless other arrangements are made for coverage, and to prepare in advance for such cases and matters that are on the court's docket. The first regular Municipal Court session following the Effective Date will be held on August 3, 2026.
  - B. Manage the courtroom to ensure efficiency, orderliness, and justice through the adoption of rules and regulations for conducting the business of the Municipal Court (the "Court Rules.") The Municipal Judge shall provide the Town Administrator with a copy of the Court Rules.
  - C. Ensure that all defendants understand their rights and, if applicable, knowingly waive their rights.
  - D. Explain the law and legal systems to defendants, provided that in no case shall such explanation provide legal advice.
  - E. Evaluate evidence, testimony, and legal pleadings.
  - F. Interpret and apply appropriate ordinances, municipal code provisions, and regulations.
  - G. Impose fines and penalties as prescribed by the Code or ordinances. Assess and oversee collection of penalties.
  - H. Order and enforce contempt, failure to appear, abatement of nuisance, and other requirements of the Code or Town ordinances.
  - I. Consult with the Board and Town employees, when requested by the Board, to support the Town in the ongoing development and administration of the Municipal Court.
  - J. Provide the Board with annual communication about the Municipal Court's performance, including a self-evaluation if requested.
  - K. Review, evaluate, and advise the Board, when requested, on possible updates to the Code to modernize Chapter 2, Article V of the Code.
  - L. Maintain, at the Municipal Judge's own expense, the qualifications required by the Charter and Code to hold the office of Municipal Judge. The Judge shall provide the Town with a copy of his current license to practice law in the State of Colorado prior to the execution of this Agreement and on or before January 1 of each subsequent year in which this Agreement is in effect.
  - M. Enroll, at the Municipal Judge's own expense, in judicial training programs that, in the opinion of the Town and the Judge, will enhance or maintain the Judge's expertise in performing the Services.

The Town will not instruct the Municipal Judge as to how to conduct court sessions or how to adjudicate the cases that come before the Municipal Court.

The Municipal Judge agrees at all times during the duration of this Agreement to comply with the Colorado Municipal Court Rules, the Constitutions and applicable laws of the United States and the State of Colorado, and the Town's Charter, Code, ordinances, resolutions, and regulations.

**4. CONFLICTS OF INTEREST.**

- a. Consistent with the Colorado Rules of Professional Conduct, including without limitation, Rules 1.7, 1.9, and 1.10 of those Rules, and to avoid any conflicts of interest or the appearance of impropriety in his performance of the Services, the Municipal Judge voluntarily warrants and agrees that as of the Effective Date of this Agreement, and for the duration of this Agreement, neither he nor his law firm or members or associates thereof will accept or participate in any cases in which he or they represent defendants in municipal courts in the State of Colorado, and will withdraw from any such pending cases on or before the Effective Date. The Parties acknowledge and agree that the Board's appointment of the Municipal Judge and approval of this Agreement is subject to and conditioned upon the Municipal Judge's initial and ongoing compliance with this Paragraph 4, which operates as a condition precedent, and that failure to comply with this term will constitute a material breach of this Agreement.
- b. The Municipal Judge shall refrain from any activities that might constitute a conflict of interest, including but not limited to representing parties adverse to the Town, representing officials or employees of the Town, representing applicants for permits, licenses, or other approvals from the Town, and representing any parties having financial or legal dealings with the Town.

- 5. INDEPENDENT CONTRACTOR.** The Municipal Judge shall perform the Services as an independent contractor, shall make no representation that he is a Town employee for any purpose, and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with the Town. This Agreement does not require the Municipal Judge to work exclusively for the Town, and nothing contained herein shall be construed to limit the right of the Municipal Judge to engage in other employment or independent contractor positions, whether in the legal field or otherwise, provided that such employment or position does not create a conflict of interest with the performance of the Municipal Judge's duties to the Town pursuant to applicable laws or rules and as set forth in Paragraph 4 of this Agreement. This Agreement shall not be interpreted as the Town dictating or directing the Municipal Judge's performance or the time of performance beyond a range of mutually agreeable court sessions and special projects or services, but shall be interpreted as the Municipal Judge's offer and the Town's acceptance of terms and conditions for performance of the Services. Notwithstanding the foregoing, if the Town wishes to expand or change the current court sessions, it will coordinate the new schedule with the Municipal Judge's availability; however, the Town will make the final decision concerning the dates and times of the Municipal Court sessions.

The Municipal Judge's business operations shall not be combined with the Town by virtue of this Agreement, and the Town will not provide any training to the Municipal Judge beyond that minimal level required for the performance of the Services. The Parties acknowledge and agree that the Municipal Judge may require some assistance or direction from the Town in order for the Services to meet the Town's contractual expectations.

6. **LIABILITY FOR EMPLOYMENT-RELATED RIGHTS AND COMPENSATION.** The Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contributions to pension funds, insurance premiums or payments, workers' compensation benefits, or any other amenities of employment to the Municipal Judge or any other liabilities whatsoever, unless otherwise specifically provided herein. Except as provided in Chapter 2, Article V of the Town's Municipal Code, the Town shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Municipal Judge including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation, disability, injury, or health; professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

**MUNICIPAL JUDGE ACKNOWLEDGES THAT MUNICIPAL JUDGE IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS FROM THE TOWN. MUNICIPAL JUDGE FURTHER ACKNOWLEDGES THAT MUNICIPAL JUDGE IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS. MUNICIPAL JUDGE ALSO ACKNOWLEDGES THAT MUNICIPAL JUDGE IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEY EARNED OR PAID PURSUANT TO THIS AGREEMENT.**

7. **ADMINISTRATIVE SUPPORT.** The Town, through the legislative appropriation of funds for the operation of the Municipal Court, shall provide suitable facilities for the conduct of the court sessions of the Municipal Court, as well as the administrative functions of the office of the clerk of the Municipal Court. The Town shall have the exclusive right to designate the courtroom facilities and the location of the office of the Municipal Court staff. Notwithstanding the foregoing, the Parties acknowledge and agree that, except as set forth in this Agreement and Chapter 2, Article V of the Code, the Municipal Judge will be responsible for ensuring he has access to all professional equipment and resources necessary to perform the duties and functions set forth herein, including but not limited to legal research systems, databases, and materials. The Court Clerk shall be appointed pursuant to Code Sec. 2-99, and the Municipal Judge shall fulfill the role of the Presiding Judge set forth in Code Sec. 2-99.
8. **LIMITED PURPOSE.** This Agreement shall in no manner limit or restrict the powers, duties and prerogatives of the Municipal Judge under applicable statutes or the other ordinances or regulations of the Town. If such conflict arises, the offending provision or provisions of this Agreement shall be null and void, and entirely severable from the other provisions of this Agreement.
9. **COMPENSATION.** The Municipal Judge shall be paid for performing the Services under the following compensation schedule, which is not dependent upon the outcome of the matters he will decide:

**ANNUAL FLAT FEE:** The Town shall pay the Municipal Judge an annual lump sum compensation amount of Three Thousand Six Hundred Dollars (\$3,600.00). Compensation shall be paid in installments of Six Hundred Dollars (\$600.00) every other month, due on the first day of the following month for services rendered during the prior monthly service period.

The Municipal Judge shall submit an invoice to the Town for the prior monthly service period, and payment shall be due within thirty (30) days of the Town's receipt of the invoice.

The parties acknowledge and agree that the compensation described herein is a flat fee and constitutes the full and complete compensation payable under this Agreement, regardless of the time the Municipal Judge spends attending or participating in scheduled court sessions. Payment shall remain due regardless of whether any scheduled court session is attended or canceled.

**REIMBURSABLE EXPENSES AND COSTS.** The Municipal Judge is not entitled to reimbursement for vehicle mileage expenses, training, continuing education, or any other personal or professional expenses or costs associated with performing the duties associated with this Agreement.

10. **CODE OF JUDICIAL CONDUCT.** The Municipal Judge promises to comply with the Colorado Code of Judicial Conduct, as adopted and amended by the Supreme Court of Colorado, during the performance of judicial duties as authorized by law. The Office of Attorney Regulation Counsel will determine any grievance or complaint.
11. **TOWN CODE OF ETHICS.** The Municipal Judge promises to abide by the Town's Code of Ethics, as may be amended from time to time.
12. **APPOINTMENT SUBJECT TO PROVISIONS OF MUNICIPAL CHARTER AND CODE.** The Municipal Judge will, during the performance of his duties, be bound by this Agreement and the provisions of the Charter and Code, as may be amended from time to time.
13. **CRIMINAL JUSTICE INFORMATION ("CJI").** The Municipal Judge acknowledges that the Municipal Court functions as a civil or quasi-civil code enforcement tribunal, and the Parties do not anticipate that the Municipal Judge will need access to criminal justice information, criminal history records, NCIC, CCIC, or other criminal justice information systems ("CJIS") to perform his duties under this Agreement. In the unlikely event the Municipal Judge does need to access CJIS to perform his duties under this Agreement, the Parties shall cooperate in good faith to address any applicable CJIS compliance requirements through a written amendment to this Agreement.
14. **ANNUAL APPROPRIATIONS.** Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.
15. **ENTIRE AGREEMENT.** This Agreement and any Town Charter provision, ordinance, or state statute (if applicable) governing the conduct and terms of the appointment of the Municipal Judge constitutes the entire agreement between the Parties.
16. **NOTICE.** Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent via pre-paid, first-class United States Mail, to the party at the address set forth below.

**If to the Town:**

**If to Municipal Judge:**

Town of Kiowa Attn: Town Administrator PO Box 237 404 Comanche St., Kiowa, CO 80117	Kevin T. Ellmann 3740 Dacoro Lane, Suite 200 Castle Rock, CO 80109
With Copy to: Town Attorney Michow Guckenberger McAskin LLP 5299 DTC Boulevard, Suite 300 Greenwood Village, CO 80111	With Copy to:  (none)

17. **SEVERABILITY.** If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.
18. **AMENDMENTS.** The terms and conditions of this Agreement may be modified only by written amendment executed by the Municipal Judge and the Town.
19. **GOVERNING LAW AND VENUE.** This Agreement must be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement must be in the appropriate court for Elbert County, Colorado.
20. **NO WAIVER.** A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
21. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement shall be construed to waive, limit, or modify any judicial or governmental immunity that may be available by law to the Town, its officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
22. **PARAGRAPH CAPTIONS.** The captions of the paragraphs are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.
23. **PROTECTION OF PERSONAL IDENTIFYING INFORMATION.** If the Services include or require the Town to disclose to the Municipal Judge any personal identifying information as defined in C.R.S. § 24-73-101, Municipal Judge shall comply with the applicable requirements of C.R.S. §§ 24-73-101, *et seq.*, relating to third-party service providers.
24. **RELEASE OF INFORMATION.** The Municipal Judge shall not, without the prior written approval of the Town, release any privileged or confidential information obtained in connection with the Services.
25. **PERSONAL SERVICE; NO ASSIGNMENT.** This agreement is personal in nature, and neither this Agreement nor any of the rights or obligations of the Municipal Judge hereto

shall be assigned, delegated, or subcontracted by the Municipal Judge without prior written approval of the Town.

26. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of the Municipal Judge. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.
27. **AUTHORITY.** The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town of Kiowa and the Municipal Judge and bind the respective Parties.
28. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.
29. **FORCE MAJEURE.** Neither the Municipal Judge nor the Town shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by “force majeure.” As used in this Agreement, “force majeure” means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

*Remainder of page left blank intentionally*

*Signature page follows*

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

**TOWN OF KIOWA**

\_\_\_\_\_  
Tammy Hart, Mayor  
Pursuant to Resolution 2026-09

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

ATTEST:

APPROVED AS TO FORM:

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

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

**MUNICIPAL JUDGE**

\_\_\_\_\_  
Kevin T. Ellmann

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

**RESPONSE BY DAVIDSON CONSULTING SOLUTIONS (DCS)  
TO PROVIDE A HOUSING AND COMMUNITY DEVELOPMENT STUDY TO THE  
TOWN OF KIOWA, COLORADO**

**CONTACT INFORMATION**

DCS – Davidson Consulting Services  
Patrick Davidson, Principal Consultant  
P.O. Box 2326  
Elizabeth, CO 80107  
patrick.davidson2025@gmail.com

## STAFFING PLAN

DCS will provide overall project management, technical leadership, stakeholder coordination, implementation planning support, analysis, and deliverable preparation for this effort. The majority of the work will be performed directly by Patrick Davidson, who will serve as the Project Manager and primary point of contact for the Town throughout the duration of the project.

In this role, Patrick Davidson will be responsible for overall project coordination, stakeholder engagement, technical analysis, facilitation of meetings and workshops, preparation of project deliverables, quality control, implementation coordination, and communication with Town staff, elected officials, regional partners, and project stakeholders. DCS's approach emphasizes direct senior-level involvement to ensure consistency, responsiveness, efficient project execution, and clear accountability from project initiation through final deliverables.

The proposed project is intended to move beyond a traditional planning study by helping position the Town for implementation-oriented housing and community development opportunities. In addition to technical analysis and planning support, DCS will assist the Town in identifying implementation pathways, infrastructure coordination considerations, funding alignment opportunities, and realistic development strategies intended to support future grant applications, public-private partnerships, and implementation readiness activities.

To provide specialized expertise as needed, DCS reserves the right to engage qualified subconsultants or technical specialists to support specific components of the project. Potential areas for specialized support may include:

- Water and wastewater infrastructure analysis
- Housing market and economic analysis
- Engineering or site feasibility considerations
- Housing finance and funding strategy
- Planning and zoning analysis
- Infrastructure coordination and utility review
- Public engagement support or facilitation
- Grant strategy or implementation support
- GIS mapping or technical data analysis
- Other technical disciplines relevant to the project scope

Any subconsultants retained for the project will be selected based on demonstrated experience relevant to the Town's needs and familiarity with rural and small-community conditions whenever feasible. All subconsultants will work under the direction and oversight of DCS. DCS will remain fully responsible for project management, coordination of all team members, quality assurance, schedule adherence, implementation alignment, and delivery of all final work products.

This flexible staffing approach allows the project team to scale technical expertise appropriately while maintaining streamlined communication, cost-effective project delivery, and clear responsibility throughout the duration of the project.

It is important to note that the proposed Housing and Community Development Study is intended to establish a strategic, policy, infrastructure, and implementation framework that can guide future decision-making and potential project advancement. The study is designed to assist elected officials and policy makers in identifying realistic housing opportunities, evaluating development constraints, understanding infrastructure and regulatory considerations, and prioritizing implementation-oriented strategies aligned with the Town's long-term goals.

As future project directions and development opportunities are identified by the Town, additional technical studies may be appropriate to support detailed engineering, environmental review, infrastructure design, traffic analysis, utility planning, water system analysis, or other project-specific implementation requirements. While those specialized studies are outside the scope of this proposal, the Housing and Community Development Study is intended to help the Town make informed decisions regarding future investment priorities, infrastructure planning, funding opportunities, and development readiness initiatives.

The study will also help position the Town to pursue future implementation funding and technical assistance opportunities by improving project readiness, identifying infrastructure coordination considerations, clarifying development priorities, and establishing a framework for phased and achievable progress over time.

## PROPOSAL NARRATIVE AND EXECUTIVE SUMMARY

DCS is pleased to submit this proposal to complete a Housing and Community Development Study for the Town of Kiowa. This effort is designed to move beyond traditional planning and provide the Town with a clear, implementation-focused framework that supports housing production, infrastructure coordination, funding readiness, and long-term community sustainability.

The proposed study is specifically structured to align with evolving rural housing priorities at the local, regional, and state levels, including Colorado Department of Local Affairs (DOLA) initiatives emphasizing attainable housing, workforce housing production, infrastructure readiness, regional collaboration, and implementation-oriented planning. The project is intended not only to identify housing needs and opportunities, but also to position the Town to pursue realistic and achievable implementation pathways over time.

Like many rural and small communities throughout Colorado, Kiowa faces a combination of interconnected housing and development challenges. These include limited infrastructure capacity, concerns related to water availability and long-term utility planning, regulatory and development constraints, escalating construction costs, and a mismatch between existing housing supply and local workforce needs. At the same time, the Town is increasingly influenced by regional growth pressures associated with Front Range expansion, housing affordability displacement from nearby communities, and broader economic and population trends occurring throughout Elbert County and adjacent areas.

These conditions create both challenges and opportunities for the Town. Housing availability and affordability directly affect workforce attraction and retention, economic competitiveness, local business sustainability, service delivery, school stability, and long-term community resilience. As a result, the proposed study will evaluate housing not as a stand-alone issue, but as an integrated component of the Town's broader economic development, infrastructure, and long-term growth objectives.

The Town also benefits from a strong foundation of prior planning efforts and regional studies that can support future decision-making. This project is structured to build upon that existing work rather than duplicate it by translating available plans, studies, and data into actionable strategies, implementation priorities, and development-ready opportunities.

DCS will rely upon and incorporate the following existing plans, studies, and reports in preparation of the Housing and Community Development Study to include the following:

### Relevant Elbert County Plans, Studies, and Reports

- 2022 Elbert County Housing Needs Assessment
- 2022 Elbert County Strategic Plan Survey Results
- 2018–2027 Elbert County Strategic Plan
- 2022 Elbert County Economic Strategic Plan

- 2018 Elbert County Water Supply Study Final Report
- 2024 Elbert County Water Master Plan
- 2008 West Elbert County Transportation Master Plan

**Relevant Elizabeth Plans, Studies, and Reports**

- 2019 Elizabeth Comprehensive Plan
- 2023 Town of Elizabeth Zoning and Subdivision Map
- Town of Elizabeth 2040 Transportation Plan
- 2020 Town of Elizabeth Water and Sewer Master Plan
- Elizabeth Main Street Redevelopment Roadmap and Related Studies

**Relevant Kiowa Plans, Studies, and Reports**

- Town Council Strategic Priorities
- 2024 Kiowa Comprehensive Plan
- Land Use Plan and Capital Improvement Plan
- Kiowa Zoning Code and Land Development Regulations
- Infrastructure and Utility Plans
- Kiowa Financial Documents – including CIP, budgets, and reserves

**Kiowa Water and Wastewater Authority (KWWA) Plans, Studies and Reports**

- Resolutions Imposing Water Fees, Wastewater Fees, and Impact Fees
- Facilities Construction and Technical Standards
- Water and Wastewater Studies Involving Capacity, Status, Deferred Maintenance, and Related Information

The proposed approach integrates detailed housing and market analysis, infrastructure and utility considerations, targeted community engagement, coordination with regional stakeholders, and a strong emphasis on implementation readiness. The study will evaluate existing housing conditions, define current and future housing needs, identify barriers to development, evaluate infrastructure and regulatory considerations, and develop practical strategies tailored to Kiowa’s scale, market conditions, staffing capacity, and long-term goals.

Particular emphasis will be placed on workforce housing, attainable housing opportunities, housing affordability, missing-middle housing opportunities, attainable homeownership, workforce rental housing, senior housing needs, accessory dwelling units, modular or prefabricated housing opportunities, mixed-income development concepts, and other realistic housing approaches appropriate for rural and small-town contexts.

The study will also evaluate development readiness considerations including infrastructure capacity, utility coordination, entitlement and zoning constraints, site feasibility considerations, and opportunities to improve long-term housing production readiness. These efforts are

intended to reduce uncertainty for future development, improve implementation predictability, strengthen competitiveness for grant and funding opportunities, and establish clearer pathways for housing delivery and investment.

A central outcome of the project will be a prioritized Housing Roadmap and Implementation Strategy that clearly defines actions, timelines, responsible parties, implementation sequencing, infrastructure coordination needs, and funding opportunities. The roadmap will be supported by implementation-oriented tools and deliverables which may include:

- A Funding Alignment Matrix identifying opportunities associated with Colorado Proposition 123, DOLA programs, CHFA resources, USDA Rural Development, infrastructure funding opportunities, and other relevant state and federal initiatives.
- Three (3) to five (5) Priority Project Sheets identifying feasible and implementation-ready housing initiatives.
- Identification of development-ready and near-term housing opportunities capable of advancing toward implementation.
- Preliminary evaluation of infrastructure coordination and predevelopment readiness considerations.
- Strategies intended to support developer engagement, public-private partnerships, and regional coordination opportunities.
- Measurable implementation metrics and performance indicators intended to support long-term tracking and accountability.

The estimated eighteen (18) month project timeline allows for a thoughtful and phased approach incorporating community engagement, stakeholder coordination, validation of findings, refinement of strategies, and identification of early-action opportunities. The schedule is intentionally designed with flexibility to accommodate evolving priorities, accelerate implementation-ready projects where feasible, and align with state and local funding cycles.

Through this effort, DCS will provide the Town of Kiowa with not only a comprehensive understanding of housing challenges and opportunities, but also a practical and actionable framework for implementation supported by funding strategies, infrastructure coordination considerations, measurable outcomes, and realistic development pathways intended to guide future decision-making and long-term community investment.

## PROJECT SCHEDULE

DCS anticipates completing the project over an approximately 18-month period, allowing for a comprehensive housing and market analysis, robust stakeholder engagement, coordination with regional partners, and development of a practical, implementation-ready housing plan. This extended timeline is designed to support not only analysis and planning, but also advancement of pre-development activities, identification of feasible sites, and development of a pipeline of near-term housing opportunities. The schedule will remain flexible to allow for acceleration of priority projects as they are identified and to align with state and local funding cycles, ensuring the Town is positioned to take advantage of time-sensitive opportunities.

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### **Phase 1: Project Initiation and Alignment (Months 1–2)**

- Kickoff meeting with Town staff and leadership
- Confirm project goals, priorities, and coordination protocols.
- Finalize detailed work plan and engagement strategy.
- Review existing plans, policies, and data sources.

*Deliverable: Finalized Project Work Plan*

*Milestone: Project kickoff and alignment with Town priorities*

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### **Phase 2: Existing Conditions, Market Analysis, and Initial Engagement (Months 3–6)**

- Comprehensive housing and market analysis
- Evaluation of housing conditions, supply, and affordability
- Workforce housing demand assessment
- Infrastructure, water, and regulatory constraints analysis
- Initial stakeholder interviews and outreach (including key employers and Main Street businesses)
- Community survey distribution and promotion

*Deliverable: Existing Conditions and Constraints Assessment*

*Milestone: Initial findings summary and staff review*

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### **Phase 3: Housing Needs, Opportunities, and Growth Scenarios (Months 7–9)**

- Refined housing needs and affordability analysis
- Identification of development opportunities and constraints
- Buildout capacity analysis and growth scenario development
- Continued stakeholder engagement and validation

*Deliverable: Housing Needs and Opportunities Assessment*

*Milestone: Interim findings review with Town staff*

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**Phase 4: Policy, Barriers, and Strategy Development (Months 10–12)**

- Identification of key barriers to housing development
- Evaluation of zoning and development code constraints
- Development of housing strategies, policy tools, and regulatory updates
- Coordination with regional partners, agencies, and housing stakeholders

*Deliverable: Barriers and Solutions Technical Memorandum*

*Milestone: Policy direction check-in*

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**Phase 5: Housing Roadmap, Funding Strategy, and Pre-Development Readiness (Months 13–15)**

- Development of an implementation-focused housing roadmap
- Preparation of Funding Alignment Matrix (including alignment with Colorado Proposition 123 and other funding sources)
- Identification of pre-development opportunities, including site feasibility considerations
- Preparation of **3–5 Priority Project Sheets** to establish a pipeline of near-term, implementation-ready projects.
- Coordination with developers and potential public-private partners

*Deliverable: Draft Housing Roadmap, Funding Strategy, and Priority Project Pipeline*

**\*Milestone: Presentation to Town Council (Draft Findings and Recommendations) \***

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**Phase 6: Finalization, Adoption, and Implementation Support (Months 16–18)**

- Incorporation of Town, stakeholder, and Council feedback
- Finalization of housing roadmap, implementation toolkit, and performance metrics
- Identification of near-term funding opportunities and partnership pathways
- Support for adoption and next steps toward implementation

*Deliverable: Final Housing and Community Development Study and Implementation Toolkit*

**\*Milestone: Final Presentation to Town Council \***

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**Summary**

This phased approach ensures that the Town of Kiowa receives not only a comprehensive understanding of housing conditions and needs, but also a clear and actionable path toward implementation. By incorporating flexibility to accelerate priority projects and aligning with funding cycles, the project is structured to support both long-term planning and near-term results.

## ENGAGEMENT PLAN

DCS will implement a practical, inclusive, and implementation-oriented community engagement strategy designed to gather meaningful input while recognizing the realities of participation in a small rural community. The goal is to obtain broad and diverse feedback while ensuring that community input is authentic, grounded, representative of local perspectives, and directly connected to future decision-making and implementation priorities.

The engagement strategy acknowledges that participation rates in rural communities may vary regardless of outreach method and therefore emphasizes targeted, relationship-based outreach alongside broader public engagement tools. The approach is designed not only to collect information, but also to build local understanding of housing challenges, identify realistic opportunities, strengthen community support for future implementation efforts, and ensure that recommendations are informed by local experience and community priorities.

Engagement activities will occur throughout the duration of the project and will be integrated into key phases of analysis, validation, strategy development, and implementation planning. A combination of quantitative and qualitative engagement methods will be used to ensure both breadth and depth of community input.

A community-wide survey will be distributed online and in accessible formats to gather baseline information regarding housing needs, affordability concerns, infrastructure issues, development priorities, workforce housing challenges, and community perspectives related to future growth and development. Outreach methods may include online distribution, printed materials, social media coordination, utility bill inserts, and coordination with local organizations or community events where appropriate.

To supplement broader community outreach efforts, targeted stakeholder engagement will play a central role throughout the process. DCS anticipates conducting one-on-one interviews and small-group discussions with key stakeholders including:

- Main Street business owners
- Major employers and workforce representatives
- Local elected officials and Town staff
- Housing providers, property owners, and developers
- Community organizations and service providers
- School district representatives
- Fire district and emergency service representatives
- Utility and infrastructure providers
- Senior residents and retirees
- Young families and workforce commuters
- Representatives of underserved or harder-to-reach populations
- Regional and county partners where appropriate

These conversations are intended to provide more detailed insight into local conditions, identify barriers affecting housing and development, validate broader trends identified through data analysis, and ensure that practical implementation considerations are incorporated into the study process.

At least one public open house will be held at a convenient and accessible location and scheduled to maximize participation, likely during a Saturday morning timeframe to accommodate working residents, families, and senior citizens. The open house will be structured to encourage informal participation and candid discussion, with opportunities for residents to provide input without requiring formal presentations or significant time commitments. Visual materials, mapping exercises, and interactive discussion opportunities may also be incorporated to encourage participation and improve understanding of potential housing and development strategies.

Additional engagement touchpoints may occur at key project milestones to share findings, validate recommendations, discuss implementation priorities, and gather feedback regarding draft strategies and potential housing opportunities. This phased engagement approach is intended to ensure that community input remains an ongoing component of the planning and implementation process rather than a single event conducted early in the project.

Because the proposed study emphasizes implementation readiness in addition to planning, engagement activities will also help identify realistic priorities, partnership opportunities, infrastructure concerns, and community-supported implementation pathways. Particular attention will be given to balancing long-term planning goals with practical considerations related to growth, infrastructure capacity, affordability, economic development, and community character.

Throughout the project, DCS will maintain close coordination with the Town, including presentations to elected officials and staff at key milestones. These presentations will summarize engagement findings, identify major themes, discuss implementation considerations, and support informed policy and planning decisions.

This flexible and multi-layered engagement strategy is designed to maximize participation, overcome common rural engagement challenges, strengthen regional coordination, and ensure that the Housing and Community Development Study reflects the full range of community perspectives while producing practical, broadly supported, and implementation-oriented recommendations for the Town of Kiowa.

## FEE SCHEDULE ESTIMATED LABOR RESOURCES BY TASK / PHASE

The following table provides an estimated allocation of labor resources by task and phase for the anticipated eighteen (18) month project duration. Labor estimates are based on the proposed scope of work and assume the majority of services will be performed by Patrick Davidson on behalf of DCS, with targeted technical support provided by subconsultants as necessary.

<b>Task / Phase</b>	<b>Estimated Hours</b>	<b>Estimated Cost</b>
Project Management & Coordination	90 hrs	\$15,750
Existing Conditions & Constraints Assessment	85 hrs	\$14,875
Stakeholder & Community Engagement	90 hrs	\$15,750
Barriers & Solutions Analysis	100 hrs	\$17,500
Partnership Development & Regional Coordination	65 hrs	\$11,375
Predevelopment Readiness & Housing Opportunity Pipeline	135 hrs	\$23,625
State Housing Alignment & Funding Readiness	75 hrs	\$13,125
Housing Metrics & Performance Framework	45 hrs	\$7,875
Final Deliverables, Presentations & Revisions	50 hrs	\$8,750
Technical Subconsultant Support Allowance*	52 hrs	\$11,375
<b>Total Estimated Labor</b>	<b>787 hrs</b>	<b>\$140,000</b>

\*Subconsultant support may include specialized expertise related to water infrastructure, wastewater systems, economic development, engineering analysis, housing finance, or other technical disciplines necessary to support project implementation and funding readiness.

### Assumptions

- The majority of project work will be performed directly by DCS under the leadership of Patrick Davidson.
- Estimated labor allocations reflect an eighteen (18) month project schedule with ongoing coordination, stakeholder engagement, technical analysis, implementation support, and funding readiness activities.
- Hourly cost estimates are based on blended billing rates reflecting project management, technical planning, stakeholder facilitation, analysis, and deliverable preparation.
- DCS reserves the right to retain qualified subconsultants, as needed, to provide specialized technical expertise related to infrastructure, utilities, economic development, engineering, or housing finance.
- The allocation of hours between tasks *may shift* during the project based on Town priorities, stakeholder input, grant opportunities, and implementation needs, while remaining within the overall not-to-exceed amount.

- Reimbursable expenses for travel, public meetings, venue rentals, printing, mailing, and related project expenses are not included in the labor totals above and will be billed separately at actual cost.

### **Fee Exceptions and Reimbursable Expenses**

The not-to-exceed amount identified herein includes professional services, project management, technical analysis, stakeholder coordination, and preparation of deliverables associated with the Scope of Work. The following items are specifically excluded from the not-to-exceed amount and will be billed separately as reimbursable expenses at actual cost:

- Travel-related expenses associated with project activities, including mileage, lodging, meals, and other reasonable travel costs.
- Costs associated with on-site meetings, workshops, public engagement events, and stakeholder coordination sessions.
- Meeting-related supplies and materials, including printing, presentation materials, handouts, display boards, signage, and other facilitation resources.
- Venue rental fees and audio/visual equipment costs, if applicable.
- Postage, shipping, mailing, and reproduction expenses.
- Specialized data acquisition, third-party technical services, or permitting-related expenses, if required and authorized by the Town.
- Other reasonable project-related expenses incurred in support of the Scope of Work and approved by the Town.

DCS will make reasonable efforts to minimize reimbursable expenses and will coordinate with the Town in advance regarding significant anticipated costs whenever practicable. All reimbursable expenses will be invoiced at actual cost without markup unless otherwise specified in the final agreement.

## **SUBCONSULTANT PLAN**

DCS anticipates leading and performing the majority of work for this project as a principal-led effort. However, the project structure allows for the strategic use of qualified subconsultants or technical specialists, as needed, to provide specialized expertise, additional technical capacity, or implementation-focused support in furtherance of project objectives.

The use of subconsultants is intended to provide flexibility and ensure that the Town has access to specialized technical knowledge when appropriate while maintaining streamlined project coordination, cost-effective service delivery, and clear accountability throughout the project duration.

Potential subconsultant services may include, but are not limited to:

- Infrastructure, water, wastewater, and utility analysis
- Housing market analysis and economic feasibility review
- Engineering or preliminary site feasibility evaluation
- Planning and zoning or development code review
- Infrastructure coordination and utility planning support
- Housing finance and funding strategy analysis
- Public engagement support or facilitation
- Grant strategy, grant writing, or funding readiness assistance
- GIS mapping or technical data analysis
- Environmental or predevelopment coordination
- Transportation or circulation considerations related to future development opportunities
- Other technical disciplines relevant to implementation readiness and project advancement

The use of subconsultants will be determined based on project needs, Town direction, technical requirements identified during the study process, and opportunities to strengthen implementation readiness, infrastructure coordination, funding competitiveness, or overall project effectiveness. DCS will coordinate closely with the Town prior to engaging any subconsultant services.

Subconsultant scope, level of effort, and associated costs will be defined as needed and will be subject to Town review and approval prior to initiation. This flexible approach allows the project team to scale technical services appropriately while maintaining alignment with project priorities, budget considerations, and implementation objectives.

When subconsultants are utilized, DCS will prioritize the use of local and regional partners where feasible, as well as professionals familiar with rural Colorado communities and the Kiowa and Elbert County context. Preference may also be given to firms or individuals with experience

related to rural housing implementation, infrastructure coordination, funding readiness, community development, and small-community planning challenges.

This approach supports local capacity, strengthens regional collaboration, improves understanding of local conditions, and enhances the practicality and effectiveness of project recommendations and implementation strategies.

All subconsultant services, if utilized, will be managed and coordinated directly by DCS and will be incorporated within the overall project budget or addressed through an approved amendment, as appropriate. DCS will remain the primary point of contact and will be fully responsible for project management, coordination of all team members, quality assurance, implementation alignment, schedule adherence, and delivery of all final project components and work products.

## RELEVANT EXPERIENCE AND REFERENCES

Although this represents the first formal consulting engagement for DCS, the experience informing this proposal is grounded in decades of direct professional leadership in housing, community development, economic development, municipal administration, infrastructure coordination, land use, and development implementation within small and rural communities.

Patrick Davidson brings a multidisciplinary background combining municipal leadership, legal experience, economic analysis, development review, infrastructure coordination, and implementation-focused decision-making. This experience provides a practical understanding of how housing, infrastructure, regulation, economic development, and funding systems interact within real-world municipal environments and rural community settings.

Unlike many traditional planning consultants whose experience may be limited primarily to advisory or academic roles, Mr. Davidson's background includes direct responsibility for municipal operations, development review, infrastructure evaluation, policy implementation, economic development coordination, budgeting, stakeholder engagement, and strategic decision-making. This perspective provides valuable insight into the practical realities facing small and rural communities attempting to advance housing and development opportunities with limited staffing capacity, infrastructure constraints, and evolving economic conditions.

Patrick Davidson has served in both City Administrator and Town Administrator roles, providing hands-on leadership in planning, infrastructure evaluation, development review, economic development coordination, and housing-related implementation activities. In these roles, he worked directly with elected officials, staff, developers, infrastructure providers, business leaders, and community stakeholders to evaluate housing needs, assess development opportunities, identify infrastructure and regulatory barriers, and support implementation-oriented solutions.

In addition, Mr. Davidson brings more than twenty-eight (28) years of legal experience, including providing legal counsel to developers, serving as a municipal attorney, negotiating development-related matters, and drafting and strengthening development codes and regulatory frameworks. This experience provides extensive understanding of land use law, entitlement processes, development agreements, infrastructure coordination, regulatory compliance, and the practical implications of policy and code decisions on housing feasibility and long-term community development outcomes.

Mr. Davidson also holds a degree in economics and has served in multiple economic development leadership roles at the local, regional, and statewide levels. This experience supports a strong understanding of workforce trends, housing demand, market conditions, business retention challenges, economic competitiveness, infrastructure investment considerations, and the relationship between housing availability and long-term economic sustainability.

Together, this combined experience includes practical and implementation-oriented work related to:

- Housing and workforce housing evaluation
- Municipal planning and development review
- Infrastructure and utility coordination
- Economic development strategy and implementation
- Zoning and development code analysis
- Regulatory and entitlement considerations
- Grant and funding coordination
- Stakeholder engagement and public process management
- Development feasibility and implementation challenges
- Long-term community and economic sustainability planning

This experience reflects the same analytical, strategic, and implementation-focused approach that will be applied to the Town of Kiowa project.

## **REPRESENTATIVE EXPERIENCE**

Relevant experience includes:

- Serving in municipal leadership roles responsible for housing, planning, infrastructure, budgeting, and development-related decision-making.
- Providing legal counsel on land use, development, and regulatory matters as both a municipal attorney and advisor to developers.
- Drafting, reviewing, and strengthening zoning and development codes to support community goals, housing opportunities, and implementation objectives.
- Evaluating infrastructure systems, including water, wastewater, utility, and service capacity considerations related to growth and housing development.
- Working from both municipal and development perspectives to understand project feasibility, implementation barriers, cost considerations, and regulatory challenges.
- Advancing local, regional, and statewide economic development initiatives aligned with housing, workforce, and infrastructure needs.
- Applying economic analysis to evaluate housing demand, affordability trends, workforce dynamics, and market conditions.
- Living and working in small rural communities, providing practical understanding of rural governance, stakeholder engagement challenges, infrastructure limitations, and realistic implementation strategies.

## **PROJECT OUTCOMES AND VALUE**

Through this experience, key outcomes have included:

- Identifying regulatory and infrastructure barriers affecting housing and development opportunities and advancing practical implementation-oriented solutions.
- Supporting development concepts and projects through evaluation, coordination, negotiation, and decision-making processes.
- Strengthening development codes and regulatory frameworks to better support housing, economic development, and long-term community goals.
- Aligning local priorities with infrastructure investment opportunities, funding programs, and regional partnerships.
- Improving coordination between housing strategies, workforce needs, economic development initiatives, and infrastructure planning efforts.
- Providing clear analysis, strategic guidance, and practical recommendations to elected officials and decision-makers.
- Supporting implementation readiness and improving long-term development predictability for both municipalities and private-sector stakeholders.

While not previously delivered under a formal consulting structure, this work reflects substantial direct experience with the same types of analytical, strategic, coordination, and implementation challenges associated with the Town of Kiowa project.

## **ECONOMIC DEVELOPMENT EXPERIENCE**

### **Gillette Main Street Program – Gillette, Wyoming**

Participated in the initial formation of the Main Street Program and prepared legal documentation necessary to establish the organization. Served as a Board Member for three (3) years and later assisted in long-term organizational support and certification efforts while serving in the public sector.

### **Campbell County Economic Development – Gillette, Wyoming**

Served as the City’s appointee to the Board for five (5) years. Supported business owners, educators, developers, and economic stakeholders regarding business attraction and expansion opportunities within the City and County. Assisted in negotiations involving Kawasaki Heavy Industries related to coal-based graphene and carbon sequestration research initiatives.

### **Northeastern Wyoming Growth Alliance**

Served as an at-large Board Member for four (4) years on a regional economic development alliance formed through State of Wyoming seed funding. Assisted with regional business attraction and relocation efforts, including coordination and negotiations involving national outdoor equipment manufacturers relocating operations from California to Wyoming.

### **Wyoming High School Sports and Regional Economic Development Initiatives**

Negotiated agreements associated with development of a new 64,000-square-foot aquatic center and coordinated agreements related to hosting state high school swimming, softball,

and soccer competitions in Gillette between 2021 and 2025 as part of broader regional economic development and tourism efforts.

**Expansion of the CAM-PLEX – Campbell County, Wyoming**

Assisted in securing approximately \$6 million in grants, loans, and direct funding for improvements to the CAM-PLEX Heritage Center and Energy Hall to support expanded arts, entertainment, tourism, and economic development activities.

**Regional Sports Tourism Study**

Assisted in coordinating the City of Gillette’s participation in a regional sports tourism study that ultimately contributed to more than \$14 million in improvements to the Energy Capital Sports Complex and supported long-term tourism and economic development strategies across the region.

**Campbell County Chamber of Commerce – Gillette, Wyoming**

Served on the Board for five (5) years, including service as Board Chair. Supported local business development, business retention efforts, community marketing, and organizational leadership during periods of regional economic transition.

**Gillette/Torrington Joint Powers Electrical Board**

Served as the City of Gillette’s representative for four (4) years on a board overseeing financial operations and bond obligations associated with municipal power generation facilities serving industrial, agricultural, and regional utility needs.

**References**

Professional references are available upon request and will include individuals from municipal leadership, development, legal, infrastructure, and economic development roles who can speak to relevant experience, professional qualifications, work quality, implementation-oriented problem solving, and the ability to deliver practical and results-focused outcomes.

**RESOLUTION NO. 2026-10  
TOWN OF KIOWA, COLORADO  
BOARD OF TRUSTEES**

**A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT [HOUSING  
AND COMMUNITY DEVELOPMENT SPECIALIST] BETWEEN THE TOWN AND  
DAVIDSON CONSULTING SOLUTIONS**

WHEREAS, the Colorado Department of Local Affairs (DOLA) awarded the Town of Kiowa (“Town”) a grant under the Local Planning Capacity Grant Program for Project Number LPC-26-092 named the Kiowa Housing & Infrastructure Readiness Initiative (“Grant”), pursuant to that certain State of Colorado Intergovernmental Grant Agreement with an effective date of April 22, 2026; and

WHEREAS, the Grant authorizes and requires the Town to hire a qualified contractor as a Community Development Specialist (“Specialist”) to perform the following services for the Town: facilitate workforce housing development opportunities; produce a Housing Implementation Roadmap; facilitate inter-agency coordination and regional collaboration; and implement a streamlined development review process; and

WHEREAS, the Grant awards the Town \$280,000.00 (“Grant Funds”) for Consulting Services (as defined in the Grant), which may be used by the Town to fund the Specialist’s fees, as well as the fees and costs of other consultants to perform assessments and provide reports required to produce a Housing Implementation Roadmap for the Town; and

WHEREAS, the Town’s Board of Trustees (“Board”) amended the Town’s 2026 Budget to account for the Grant Funds and appropriated additional funds to the Community Development Department fund for additional expenditures, including the expenditure for hiring the Specialist; and

WHEREAS, the Town may only award a contract for consultant services, including the Specialist’s services, to a qualified firm or individual following a formal Request for Proposals or competitive selection process; and

WHEREAS, the Town issued a Request for Proposals, under Town Number RFP\_F-TOK-0000000006, seeking proposals from qualified Housing and Community Development Consultants to support the Town’s planning initiative focused on advancing attainable and affordable housing under the Grant (“RFP”); and

WHEREAS, Patrick Davidson, an individual doing business as Davidson Consulting Solutions (DCS) was the only qualified responsible proposal received in response to the RFP; and

WHEREAS, the Board finds that DCS is qualified to perform the services required of the Specialist for the Town; and

WHEREAS, the Board desires to engage DCS to serve as the Specialist for the Town pursuant to a professional services agreement setting forth the scope of services, compensation, and other terms and conditions that comply with the requirements in the Grant; and

WHEREAS, the Board desires to authorize the Town Administrator, after consultation with the Town Attorney, to execute a contract between the Town and DCS for Specialist 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 the findings and determinations of the Board and are incorporated herein for all purposes.

**Section 2.** The Board hereby: (1) approves the Professional Services Agreement [Housing and Community Development Specialist] between the Town and DCS 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; and (3) authorizes the Town Administrator and Town Clerk, after consulting with the Town Attorney and once the Agreement is approved as to form thereby, to execute and witness the Agreement on behalf of the Town.

**Section 3.** The Town Administrator is directed to provide DOLA with a copy of the Agreement once it has been fully executed by the Town and DCS, per the requirements in the Grant.

**Section 4.** This Resolution is effective immediately upon adoption.

**APPROVED AND ADOPTED BY THE BOARD OF TRUSTEES ON JUNE 09, 2026.**

TOWN OF KIOWA, COLORADO

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

Attest:

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

**EXHIBIT A**  
**Professional Services Agreement [Housing and Community Development Specialist]**

*{See attached.}*

**PROFESSIONAL SERVICES AGREEMENT  
[HOUSING AND COMMUNITY DEVELOPMENT SPECIALIST]**

This Housing and Community Development Specialist Professional Services Agreement (the “**Agreement**”) is entered into as of \_\_\_\_\_, 2026, (the “**Effective Date**”) by and between the Town of Kiowa, a Colorado home rule municipality (the “**Town**”), and Patrick Davidson, an individual doing business as Davidson Consulting Solutions (the “**Contractor**”). The Town and the Contractor may be referred to individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS**

- A. The Town has received or expects to receive grant funding from the Colorado Department of Local Affairs (DOLA) under the State of Colorado Intergovernmental Grant Agreement (“**Grant Agreement**”) for Project Number LPC-26-092 for the Kiowa Housing & Infrastructure Readiness Initiative project (the “**Project**”).
- B. The Project includes the performance of specialized community development services for the benefit of the Town.
- C. The Town desires to retain the Contractor to perform the services described in this Agreement, and the Contractor desires to perform those services, subject to the terms and conditions of this Agreement and all applicable grant requirements under the Grant Agreement.
- D. The Parties intend that this Agreement be interpreted consistently with the Town’s obligations as a Colorado public entity, the Grant Agreement, applicable law, and the Town’s fiscal and appropriation limitations.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

**AGREEMENT**

**1. Engagement and Scope of Services**

- 1.1. Engagement. The Town engages the Contractor to provide the services described in **Exhibit A**, attached hereto, (the “**Services**”), and the Contractor accepts that engagement, subject to this Agreement and the Grant Agreement. Contractor acknowledges that the Town has provided the Contractor a copy of the Grant Agreement, and said applicable provisions thereof are incorporated herein by this reference.
- 1.2. Project and Grant Alignment. The Services must be performed solely in support of the Project and in a manner consistent with the purposes, budget categories, deadlines, deliverables, and conditions of the grant funding identified in this Agreement and in the Grant Agreement.

- 1.3. No Unauthorized Services. The Contractor is not entitled to compensation for any work outside the Services unless the Town authorizes that work in a written amendment or written change order signed by the Town’s authorized representative.

## 2. Term

- 2.1. Term. This Agreement begins on the Effective Date and continues until May 31, 2028 (“**Grant Expiration Date**”), unless earlier terminated under this Agreement. The term of this Agreement is expressly subject to the limitations set forth in this Agreement, including, without limitation, Section 7 below.
- 2.2. Grant Period. The Contractor acknowledges that the Services are funded in whole or substantially in part by grant funds received by the Town pursuant to the Grant Agreement, and the Services must be completed before the Grant Expiration Date unless the Town authorizes otherwise in writing.
- 2.3. No Work Before Authorization. The Contractor may not begin work on the Services before the Effective Date, before receiving notice to proceed from the Town Representative, or before satisfying any preconditions stated in this Agreement. Work performed for completion of the Services before written authorization is given by the Town is at the Contractor’s sole risk and expense.

## 3. Standard of Performance

- 3.1. Professional Standard. The Contractor must perform the Services with the degree of skill, care, diligence, judgment, and professionalism ordinarily exercised by qualified professionals performing similar services under similar circumstances in Colorado.
- 3.2. Compliance with Requirements. The Contractor must perform the Services in compliance with this Agreement, all applicable laws, rules, regulations, ordinances, grant requirements, professional standards, and written instructions issued by the Town that are consistent with this Agreement.
- 3.3. Licenses and Qualifications. The Contractor must maintain, at its sole expense, all licenses, certifications, registrations, permits, authorizations, and qualifications required to perform the Services.
- 3.4. Correction of Deficient Work. The Contractor must promptly correct deficient, nonconforming, incomplete, or rejected Services at no additional cost to the Town.

## 4. Personnel

- 4.1. Qualified Personnel. All personnel performing Services must be qualified, trained, supervised, and, where applicable, licensed or certified to perform the assigned work.

4.2. Removal of Personnel. The Town may require the Contractor to remove from the Project any personnel whose conduct, performance, qualifications, conflict of interest, or access to municipal facilities or information is reasonably objectionable to the Town.

## 5. Compensation and Payment

5.1. Compensation. Subject to this Agreement, the Town will compensate the Contractor as stated in **Exhibit B**. Total compensation under this Agreement must not exceed One Hundred and Thirty Thousand Dollars (\$130,000.00) without a written amendment signed by the Town.

5.2. Invoices. The Contractor must submit invoices in the form and with the supporting documentation required by **Exhibit B** and the Town. Each invoice must identify, as applicable, the dates of service, personnel, hours worked, rates, tasks performed, deliverables completed, reimbursable expenses, receipts, grant budget categories, and any other information required for grant reimbursement or reporting.

5.3. Allowable Costs Only. The Town is not required to pay for costs that are unallowable, unsupported, outside the scope of Services, incurred outside the authorized period of performance, contrary to the Grant Agreement, after the Grant Expiration Date, or otherwise ineligible for reimbursement or payment.

5.4. Payment Conditions. Payment is conditioned on: (a) timely and satisfactory performance of the Services; (b) acceptance of applicable deliverables by the Town; (c) submission of complete and accurate invoices and supporting documentation; (d) availability of lawfully appropriated funds; and (e) compliance with applicable grant requirements.

5.5. Withholding and Offset. The Town may withhold payment or offset amounts owed to the Contractor to the extent reasonably necessary to address deficient work, unsupported invoices, disallowed costs, overpayments, breach of this Agreement, unresolved audit issues, or failure to provide required records.

5.6. No Interest or Penalty Where Prohibited. No interest, penalty, late fee, or similar charge is payable by the Town except to the extent expressly authorized by applicable law and supported by a lawful appropriation.

## 6. Grant Compliance

6.1. Grant Terms. The Contractor must comply with all terms in the Grant Agreement applicable to the Services and any additional requirements provided to the Contractor in writing by the Town.

6.2. Flow-Down Obligations. The Contractor must include all applicable grant, audit, recordkeeping, nondiscrimination, debarment, reporting, insurance, confidentiality, and compliance requirements in any approved subcontract or lower-tier agreement.

6.3. Grantor Access and Cooperation. The Contractor must cooperate with the Town, DOLA, the State of Colorado, and any other authorized oversight entity in connection with monitoring,

review, inspection, audit, investigation, corrective action, reimbursement, reporting, and grant closeout.

- 6.4. No Impairment of Grant Funding. The Contractor must not take or omit any action that would cause the Town to violate the Grant Agreement, lose grant funding, incur questioned or disallowed costs, miss a grant deadline, or become subject to repayment, penalty, or corrective action.
- 6.5. Notice of Compliance Issues. The Contractor must promptly notify the Town in writing of any actual or potential noncompliance, delay, conflict, ineligibility, audit issue, questioned cost, investigation, or other circumstance that may affect the Project, the Services, or the Town's grant funding.

## **7. Fiscal Limitations; Appropriation; Grant Funding**

- 7.1. Subject to Appropriation and Availability of Funds. All financial obligations of the Town under this Agreement are subject to annual appropriation, budgeting, and the availability of lawfully expendable funds, including applicable grant funds. If grant funds or other funds for the Services are reduced, delayed, suspended, not appropriated, not available, or terminated, the Town may, without penalty or liability for lost profits or consequential damages, suspend the Services, reduce the scope, terminate this Agreement, or take any other action reasonably necessary to comply with available funding and legal requirements.
- 7.2. No Multiple-Fiscal-Year Debt. Nothing in this Agreement creates or is intended to create a multiple-fiscal-year direct or indirect debt or other financial obligation of the Town in violation of the Colorado Constitution, including Article X, Section 20, or any other applicable fiscal limitation.
- 7.3. No Pledge of Future Revenues. The Town does not pledge, and this Agreement must not be construed to pledge, any future revenues, taxes, or funds beyond amounts lawfully appropriated and available for the then-current fiscal year.

## **8. Records, Audit, and Retention**

- 8.1. Records. The Contractor must create and maintain complete, accurate, and legible records relating to the Services, charges, personnel, subcontractors, deliverables, communications, expenses, compliance, and all other matters necessary to demonstrate performance and support payment, reimbursement, audit, monitoring, and grant closeout.
- 8.2. Access to Records. The Town, the State of Colorado, DOLA, the Colorado State Auditor, and any other authorized governmental or oversight entity may inspect, copy, audit, and examine the Contractor's records relating to this Agreement upon reasonable notice, or without notice where required by law or the Grant Agreement.
- 8.3. Retention Period. The Contractor must retain records for the longer of: (a) three (3) years after final payment; (b) the period required by the Grant Agreement; (c) the period required by

applicable law; or (d) until all audits, disputes, investigations, claims, and closeout issues are finally resolved.

8.4. Survival. The obligations in this Section survive expiration or termination of this Agreement.

## 9. Disallowed Costs and Repayment

9.1. Responsibility for Disallowed Costs. The Contractor is responsible for any cost that is disallowed, questioned, rejected, or required to be repaid as a result of the Contractor's breach of this Agreement, inadequate documentation, false or inaccurate invoice, unallowable charge, failure to comply with grant requirements, negligence, willful misconduct, or violation of law.

9.2. Repayment and Offset. Upon demand by the Town, the Contractor must repay disallowed reimbursable amounts as determined by DOLA per the Grant Agreement. The Town may offset disallowed reimbursable amounts against sums otherwise owed to the Contractor.

9.3. Survival. The obligations in this Section survive expiration or termination of this Agreement.

## 10. Independent Contractor

10.1. Status. The Contractor is an independent contractor and is not an employee, officer, agent, partner, joint venturer, or representative of the Town.

10.2. No Authority to Bind Town. The Contractor has no authority to bind the Town, make representations on behalf of the Town, incur obligations on behalf of the Town, or act as the Town's agent except as expressly authorized in separate writing by the Town.

10.3. Taxes and Benefits. The Contractor is solely responsible for all taxes, withholdings, payroll obligations, unemployment insurance, workers' compensation, employee benefits, and other obligations relating to the Contractor and Contractor's personnel.

10.4. Control of Work. The Contractor is responsible for the means, methods, techniques, sequences, and procedures used to perform the Services, subject to the requirements of this Agreement, the Grant Agreement, and the Town's right to review, accept, reject, monitor, and direct outcomes consistent with this Agreement.

## 11. Insurance

11.1. Required Insurance. Before beginning the Services and throughout the term of this Agreement, the Contractor shall obtain and maintain, at the Contractor's expense, the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations, as well as the following policies:

11.1.1. Worker's Compensation insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law.

- 11.1.2. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and of Two Million Dollars (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an “occurrence” basis as opposed to a “claims made” basis. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
- 11.1.3. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) each occurrence with respect to each of the Contractor’s owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
- 11.1.4. Professional Liability (errors and omissions) insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.
- 11.2. Additional Requirements. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy. For any and all insurance policies required hereunder, Contractor shall waive subrogation rights against the Town.
- 11.3. Insurance Certificates. Contractor shall provide to the Town a certificate of insurance and all endorsements required hereunder as evidence that the required policies are in full force and effect prior to the commencement of the Services. The certificate shall identify the Project/Services Name as set forth on the first page of this Agreement.
- 11.4. Failure to Obtain or Maintain Insurance. The Contractor’s failure to obtain and continuously maintain policies of insurance shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-

performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this 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. All monies so paid by the Town, together with an additional five percent (5%) administrative fee, shall be repaid by the Contractor to the Town immediately upon demand by the Town. At the Town's sole discretion, the Town may offset the cost of the premiums against any monies due to the Contractor from the Town pursuant to this Agreement.

11.5. No Limitation. Insurance requirements do not limit the Contractor's liability, indemnity obligations, or other obligations under this Agreement.

## **12. Indemnification**

12.1. Contractor Indemnity. To the fullest extent permitted by law, the Contractor must indemnify, defend, and hold harmless the Town and its officers, officials, employees, agents, and representatives from and against all claims, demands, damages, losses, liabilities, fines, penalties, costs, expenses, judgments, and reasonable attorneys' fees arising out of or relating to: (a) the Contractor's performance or nonperformance of the Services; (b) the acts or omissions of the Contractor or its personnel, subcontractors, suppliers, or agents; (c) breach of this Agreement; (d) violation of law or grant requirements; (e) employment-related claims by the Contractor's personnel or subcontractors; (f) infringement or misappropriation of intellectual property rights; (g) confidentiality, privacy, cybersecurity, or data-security incidents caused by the Contractor; or (h) disallowed costs attributable to the Contractor.

12.2. No Town Indemnity. The Town does not indemnify, defend, or hold harmless the Contractor except to the extent expressly authorized by law, expressly approved in writing by the Town, and supported by a lawful appropriation.

12.3. Survival. The obligations in this Section survive expiration or termination of this Agreement.

## **13. No Waiver of Governmental Immunity**

13.1. Reservation of Immunity. Nothing in this Agreement waives, limits, modifies, or is intended to waive, limit, or modify any immunity, defense, limitation, or protection available to the Town or its officers, officials, employees, agents, or representatives under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., or any other applicable law.

13.2. No Consent Beyond Law. No provision of this Agreement constitutes consent to suit, waiver of notice requirements, waiver of damages limitations, waiver of defenses, or waiver of any other protection available to the Town except to the extent expressly required by applicable law.

## 14. Public Records and Confidentiality

- 14.1. Public Records. The Contractor acknowledges that records submitted to, maintained for, or used by the Town may be subject to the Colorado Open Records Act, C.R.S. § 24-72-200.1 et seq., and other public-records laws.
- 14.2. Cooperation. The Contractor must promptly cooperate with the Town in responding to public-records requests, subpoenas, audits, investigations, and other lawful requests for information relating to this Agreement.
- 14.3. Confidential Information. The Contractor must keep confidential all nonpublic information received from or on behalf of the Town and may use such information only to perform the Services. The Contractor may not disclose confidential information except as authorized by the Town or required by law.
- 14.4. Designation of Confidential Materials. If the Contractor believes any material submitted to the Town contains confidential, proprietary, trade secret, or otherwise protected information, the Contractor must clearly identify that material at the time of submission and state the basis for the claimed protection. The Town retains final authority to determine its disclosure obligations under applicable law.
- 14.5. No Restriction on Required Disclosure. Nothing in this Agreement requires the Town to withhold records where disclosure is required by law.

## 15. Data Security and Privacy

- 15.1. Applicability. This Section applies if the Contractor accesses, receives, stores, transmits, processes, or maintains municipal data, personal information, confidential information, credentials, systems, networks, or other protected information.
- 15.2. Safeguards. The Contractor must implement and maintain administrative, technical, and physical safeguards appropriate to the nature of the information and the Services, and in no event less than commercially reasonable safeguards.
- 15.3. Use Limitation. The Contractor may use municipal data only to perform the Services and may not use municipal data for marketing, analytics unrelated to the Services, artificial intelligence training, product development, or any other purpose without the Town's prior written consent.
- 15.4. Security Incidents. The Contractor must notify the Town promptly, and in no event later than twenty-four (24) hours after discovery, of any actual or suspected unauthorized access, acquisition, use, disclosure, loss, compromise, or breach involving municipal data or systems.
- 15.5. Return or Destruction. Upon request or upon termination, the Contractor must return or securely destroy municipal data, except to the extent retention is required by law, the Grant Agreement, audit requirements, or this Agreement.

## **16. Work Product and Intellectual Property**

- 16.1. Work Product. All reports, analyses, plans, drawings, specifications, data, recommendations, training materials, documents, records, deliverables, and other work product created specifically for the Town under this Agreement are the property of the Town upon payment, subject to the Contractor's rights in pre-existing materials identified under Section 16.2.
- 16.2. Pre-Existing Materials. The Contractor retains ownership of materials, tools, templates, methodologies, software, know-how, and other intellectual property developed or acquired independently of this Agreement. To the extent such materials are incorporated into the deliverables, the Contractor grants the Town a perpetual, irrevocable, royalty-free, nonexclusive license to use, reproduce, display, distribute, modify, and create derivative works from those materials for municipal, Project, grant, audit, reporting, and public purposes.
- 16.3. Third-Party Rights. The Contractor must obtain all rights, licenses, permissions, and releases necessary for the Town to use the deliverables as contemplated by this Agreement.
- 16.4. Grant Reporting. The Town may submit, reproduce, disclose, publish, and retain work product as necessary or appropriate for grant administration, public records, municipal operations, audit, reporting, and compliance.

## **17. Conflicts of Interest; Ethics**

- 17.1. No Conflict. The Contractor represents that, as of the Effective Date, it has no actual, potential, or perceived conflict of interest that would impair its ability to perform the Services or compromise the integrity of the Project.
- 17.2. Continuing Duty. The Contractor must promptly disclose any actual, potential, or perceived conflict of interest that arises during the term of this Agreement.
- 17.3. No Improper Influence. The Contractor must not offer, give, solicit, or accept any gift, gratuity, kickback, contingent fee, bribe, favor, or other thing of value for the purpose of influencing the award, administration, performance, payment, or oversight of this Agreement or the grant.
- 17.4. Municipal Ethics Rules. The Contractor must comply with applicable municipal ethics, procurement, conflict-of-interest, and anti-corruption rules and policies.

## **18. Debarment; Eligibility; Procurement Integrity**

- 18.1. Eligibility. The Contractor represents that it is not debarred, suspended, excluded, disqualified, or otherwise ineligible to receive public funds or perform public contracts.
- 18.2. Notice. The Contractor must promptly notify the Town if the Contractor or any approved subcontractor becomes debarred, suspended, excluded, disqualified, investigated for procurement misconduct, or otherwise ineligible during the term of this Agreement.

18.3. Procurement Integrity. The Contractor represents that it has not obtained this Agreement through collusion, fraud, improper influence, or violation of applicable procurement requirements.

## **19. Subcontracting and Assignment**

19.1. No Subcontracting Without Consent. The Contractor may not subcontract any Services without the Town's prior written consent. Approval of a subcontractor performing any of the Services shall require an amendment to this Agreement and for the subcontractor to enter a separate agreement with the Town for the assigned Services. This provision does not apply to consultants that are hired as contractors to complete certain technical reports that are necessary to complete the Project, as such technical consultant services are not part of the Services. Notwithstanding the foregoing, the Contractor does not have the authority to enter any agreement binding the Town for technical consultant services. Contractors performing technical consultant services shall enter a services agreement directly with the Town as approved by the Town Administrator or Board of Trustees, as applicable per Town policies.

19.2. Responsibility for Subcontractors. The Contractor remains fully responsible for all acts, omissions, performance, nonperformance, compliance, and payment obligations of its subcontractors.

19.3. Flow-Down Terms. The Contractor must bind each approved subcontractor to written terms at least as protective of the Town as this Agreement, including all applicable grant, audit, public records, confidentiality, insurance, indemnity, data-security, and compliance requirements.

19.4. No Assignment. The Contractor may not assign this Agreement, any payment, or any right or obligation under this Agreement without the Town's prior written consent. Any attempted assignment without consent is void.

## **20. Legal Compliance and Nondiscrimination**

20.1. Compliance with Laws. The Contractor must comply with all applicable federal, state, and local laws, rules, regulations, ordinances, orders, and policies applicable to the Services.

20.2. Nondiscrimination. The Contractor must not discriminate on the basis of any status protected by applicable law in performing this Agreement.

20.3. Accessibility. To the extent the Services include public-facing materials, meetings, technology, websites, notices, programs, or facilities, the Contractor must comply with applicable accessibility requirements and Town instructions.

20.4. Safety. The Contractor is responsible for the safety of its personnel and subcontractors and must comply with applicable workplace safety requirements.

## 21. Project Management; Reporting; Monitoring

- 21.1. Town Representative. The Town’s representative for this Agreement is the Town Administrator, or the designee thereof (the “**Town Representative**”).
- 21.2. Contractor Representative. The Contractor’s representative for this Agreement is Patrick Davidson.
- 21.3. Progress Reports. The Contractor must provide progress reports at the frequency and in the form required by **Exhibit A** or the Town.
- 21.4. Monitoring. The Town may monitor, review, inspect, and evaluate the Services, deliverables, records, and performance under this Agreement. Monitoring or review by the Town does not relieve the Contractor of responsibility for proper performance.
- 21.5. Corrective Action. If the Town identifies deficiencies, noncompliance, delay, or risk to grant funding, the Contractor must promptly submit and implement a corrective-action plan acceptable to the Town.

## 22. Changes in Services

- 22.1. Written Changes Required. No change in scope, compensation, schedule, deliverables, key personnel, grant requirements, or other material term is effective unless documented in a written amendment or change order signed by the Town Representative.
- 22.2. No Oral Modification. Oral statements, field directions, emails, meeting notes, or informal communications do not authorize additional compensation, additional time, or a change in the Services unless incorporated into a written amendment or change order signed by the Town Representative. No amendment or change order can increase the Not-to-Exceed Amount without approval of the Board.
- 22.3. Grant Approval. Any change requiring DOLA approval is not effective until the required approval has been obtained.

## 23. Suspension

- 23.1. Suspension by Town. The Town may suspend all or part of the Services upon written notice if: (a) grant funding is delayed, suspended, reduced, or under review; (b) the Town requires time to address compliance, budget, appropriation, or Project issues; (c) the Contractor is in breach; or (d) suspension is otherwise in the Town’s interest.
- 23.2. Effect of Suspension. During suspension, the Contractor must stop the suspended Services, take reasonable steps to protect completed work, avoid unnecessary costs, and resume work only upon written authorization from the Town.

## 24. Termination

- 24.1. Termination for Public Interest. The Town is entering into this Agreement to serve the public interest of the Town as determined by the Board. If this Agreement ceases to further the public interest of the Town, or if funds used for this Agreement are not appropriated or otherwise become unavailable to fund this Agreement, the Town, as directed by the Board in its sole discretion, may terminate this Agreement in whole or in part by providing written notice to Contractor that includes, to the extent practicable, the purpose for termination. Termination shall be immediate upon delivery.
- 24.2. Termination for Cause. The Town may terminate this Agreement for cause if the Contractor breaches this Agreement, fails to perform the Services, fails to meet grant requirements, submits false or unsupported invoices, fails to maintain insurance, becomes ineligible, has an unmitigated conflict of interest, or violates applicable law.
- 24.3. Immediate Termination. The Town may terminate this Agreement immediately upon written notice if required by law, required by DOLA, necessary to protect grant funding, necessary to protect public health or safety, or necessary because funds are not appropriated or available.
- 24.4. Payment After Termination. Upon termination, the Town will pay the Contractor for authorized, accepted, and allowable Services satisfactorily performed before the effective date of termination, subject to appropriation, availability of funds, grant eligibility, offsets, and the terms of this Agreement. The Town is not liable for lost profits, unabsorbed overhead, consequential damages, or costs incurred after termination except as expressly authorized in writing.
- 24.5. Transition. Upon termination or expiration, the Contractor must cooperate in transition, provide all records and work product, return municipal property and data, and perform closeout tasks reasonably requested by the Town.

## 25. Default and Remedies

- 25.1. Default. The Contractor is in default if it fails to perform any obligation under this Agreement, fails to comply with Grant Agreement requirements, fails to meet applicable deadlines, fails to maintain required insurance, becomes ineligible, or otherwise acts or omits to act in a manner that materially impairs the Project or the Town's grant funding.
- 25.2. Remedies. The Town may exercise any remedy available at law, in equity, under this Agreement, or under the Grant Agreement, including withholding payment, requiring correction or re-performance, offset, suspension, termination, recovery of disallowed costs, procurement of substitute services, and recovery of damages.
- 25.3. Cumulative Remedies. Remedies are cumulative and not exclusive. Exercise of one remedy does not waive any other remedy.

**26. Limitation of Liability**

26.1. No Limitation Unless Express. The Contractor’s liability is not limited unless a specific limitation is stated in this Agreement.

26.2. Excluded Claims. Any limitation of liability does not apply to: (a) indemnification obligations; (b) fraud, willful misconduct, or gross negligence; (c) breach of confidentiality, privacy, or data-security obligations; (d) intellectual-property infringement or misappropriation; (e) employment, tax, or workers’ compensation obligations; (f) insurance obligations; (g) disallowed costs, repayment obligations, or false claims; or (h) amounts payable due to violation of law or grant requirements.

**27. Dispute Resolution; Governing Law; Venue**

27.1. Good-Faith Resolution. The Parties will attempt in good faith to resolve disputes through discussions between authorized representatives before filing litigation, unless immediate legal action is necessary to preserve rights, protect public interests, comply with grant requirements, or prevent harm.

27.2. Governing Law. This Agreement is governed by the laws of the State of Colorado, without regard to conflict-of-law principles.

27.3. Venue. Venue for any action arising out of or relating to this Agreement lies exclusively in the state courts located in Elbert County, Colorado, unless exclusive jurisdiction lies elsewhere as a matter of law.

27.4. No Mandatory Arbitration. No dispute is subject to mandatory arbitration unless the Town expressly agrees in a written amendment approved by the Town’s governing body or other authorized official.

27.5. No Waiver of Protections. Nothing in this Agreement waives governmental immunity, fiscal limitations, notice requirements, damages limitations, or other protections available to the Town.

**28. Notices**

28.1. Method of Notice. Notices under this Agreement must be in writing and delivered by personal delivery, certified mail, or nationally recognized courier, to the addresses below or to any updated address provided by notice.

<b><u>To the Town:</u></b>	<b><u>To Contractor:</u></b>
Town of Kiowa Attn: Town Administrator PO Box 237 404 Comanche Street Kiowa, CO 80117 Email: KBoyd@townofkiowa.com	Davidson Consulting Solutions Attn: Patrick Davidson P.O. Box 2326 Elizabeth, CO 80107 Email: patrick.davidson2025@gmail.com

<p><b>With Copy to:</b></p> <p>Kiowa Town Attorney  Michow Guckenberger &amp; McAskin LLP  5299 DTC Boulevard, Suite 300  Greenwood Village, Colorado 80111  Email: JMyers@mgmfirm.com</p>	<p><b>With Copy to:</b></p> <p>N/A</p>
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28.2. Effective Date of Notice. Notice is effective upon delivery, rejection, or documented inability to deliver. A notice shall be deemed delivered or rejected on the day of delivery or attempted delivery if made by personal delivery or the date of delivery or rejection as provided by the mail or courier service documentation.

**29. General Provisions**

29.1. Entire Agreement. This Agreement, including its exhibits and incorporated documents, is the entire agreement between the Parties concerning the Services and supersedes all prior or contemporaneous agreements, proposals, negotiations, and communications concerning the Services.

29.2. Amendments. This Agreement may be amended only by a written instrument signed by authorized representatives of both Parties.

29.3. Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions remain in effect to the fullest extent permitted by law.

29.4. Waiver. A waiver is effective only if in writing and signed by the waiving Party. Failure to enforce a provision is not a waiver of future enforcement.

29.5. No Third-Party Beneficiaries. Except for indemnified parties and entities with audit, monitoring, or enforcement rights under the Grant Agreement or applicable law, this Agreement does not create rights in any third party.

29.6. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature, each of which is deemed an original and all of which together constitute one instrument.

29.7. Survival. Provisions that by their nature should survive expiration or termination survive, including provisions concerning payment adjustments, audit, records, public records, confidentiality, data security, indemnification, governmental immunity, intellectual property, disallowed costs, dispute resolution, governing law, and remedies.

*{Signature page follows.}*

**THIS AGREEMENT is executed and made effective as provided herein.**

**TOWN OF KIOWA, COLORADO:**

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

Printed Name: \_\_\_\_\_

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

Date of execution: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM (*excluding exhibits*):

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

**CONTRACTOR:**

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

Printed Name: \_\_\_\_\_

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

Date of execution: \_\_\_\_\_

## EXHIBIT A — SCOPE OF SERVICES

### A.1 Project Information

<u>Project:</u>	Kiowa Housing & Infrastructure Readiness Initiative
<u>Project Number:</u>	LPC-26-092
<u>Grant Agreement:</u>	State of Colorado Intergovernmental Grant Agreement
<u>State Agency/Grantor:</u>	Department of Local Affairs
<u>Town Representative:</u>	Kimberly Boyd, Town Administrator
<u>Contractor Project Manager:</u>	Patrick Davidson, Principal Consultant

### A.2 Services

The Contractor shall serve as the Town's principal advisor and project manager for implementation of the Kiowa Housing and Infrastructure Readiness Initiative (Project) and related affordable housing efforts. Acting under the direction of the Town Administrator, the Contractor shall coordinate and manage the Project, provide strategic community development guidance, oversee consultant activities, facilitate stakeholder engagement, assist with policy development, and advance implementation of housing-related initiatives.

Under the direction of the Town Administrator and subject to the terms and conditions in the Agreement, the Contractor will perform services including, but not limited to:

1. Project Leadership and Administration
  - a. Serve as the Town's primary coordinator for implementation of the Project.
  - b. Develop and maintain a Project work plan and implementation schedule.
  - c. Coordinate activities among Town staff, elected officials, consultants, state agencies, regional organizations, and stakeholders.
  - d. Assist the Town in satisfying grant requirements, reporting obligations, reimbursement requests, and Project documentation.
  - e. Prepare and present status reports for the Town Planning Commission, Board of Trustees, and DOLA, as directed by the Town Administrator.
2. Housing Strategy and Implementation
  - a. Lead preparation and completion of the Housing Implementation Roadmap contemplated by the Grant Agreement.
  - b. Work with consultants to identify barriers and opportunities for workforce and affordable housing development, and evaluate potential regulatory, procedural, and policy changes that could facilitate housing development.
  - c. Develop recommendations regarding housing-related goals, policies, programs, and implementation strategies for the Town.
  - d. Assist the Town in prioritizing housing initiatives and implementation actions.
3. Development Process Improvement
  - a. Review the Town's existing development review procedures.

- b. Coordinate with Town Attorney and third-party engineering, building permit, and planning review consultants to identify opportunities to improve efficiency, predictability, and transparency in the Town’s development review processes.
  - c. Recommend administrative procedures and process improvements to support housing development, and assist with the adoption and implementation thereof.
4. Consultant Management
- a. Assist the Town with procurement of technical consultants, including the RFP process.
  - b. Coordinate and manage consultant activities.
  - c. Review consultant deliverables for consistency with Project objectives.
  - d. Facilitate communication between consultants and Town representatives.
  - e. Monitor consultant schedules and project milestones.
5. Intergovernmental and Regional Coordination
- a. Participate in regional housing discussions and collaborative initiatives.
  - b. Identify opportunities for partnerships with the Town and external funding for public improvements and housing development.
  - c. Facilitate coordination among Elbert County, neighboring municipalities, special districts, housing organizations, utility providers, and state agencies to provide necessary services and infrastructure support for the Town’s housing goals.
6. Community Engagement
- a. Design and facilitate public outreach and stakeholder engagement efforts.
  - b. Conduct meetings, workshops, interviews, focus groups, and presentations, or if said actions are completed by a consultant, attend the same.
  - c. Gather and synthesize stakeholder feedback.
  - d. Ensure engagement of residents, employers, housing advocates, developers, and other interested parties.
7. Policy and Regulatory Support
- a. Research best practices and model regulations related to affordable housing and community development.
  - b. Assist in preparing draft policy recommendations, ordinances, resolutions, development regulations, and implementation documents for consideration by the Town.
  - c. Coordinate with the Town Attorney regarding legal review of proposed regulations and policies.
8. Board and Public Meeting Support
- a. Prepare agenda materials, memoranda, reports, and presentations.
  - b. Present findings and recommendations at public meetings and workshops.
  - c. Provide technical and strategic guidance to elected and appointed officials regarding project-related matters.
9. Limitations of Authority
- The Contractor shall act solely in an advisory and project management capacity and shall not:
- a. Exercise independent governmental authority.
  - b. Approve development applications.

- c. Perform engineering, surveying, legal, architectural, or building code review services in connection with development applications.
- d. Bind the Town contractually unless specifically authorized in writing by the Town Administrator or Board of Trustees.

**A.3 Deliverables**

The Contractor shall prepare a deliverables timeline, to be reviewed and approved by the Town, that will coincide with and allow for timely completion of the Milestones set forth below. The deliverables timeline will be included in the Work Plan, as part of Milestone No. 1.

**A.4 Milestones**

<b>Milestone</b>	<b>Description</b>	<b>Timeline</b>
1. Project Initiation and Engagement Plan	Establish the Project framework, confirm priorities, collect baseline information, and ensure that community input informs all phases of the Project. There should be a Work Plan (inclusive of deliverable timeline, per A.3 above); Community Engagement Strategy Plan, a Summary of Existing Plans and Studies, and a Consultant Strategy Plan.	Within 60 days after Effective Date and Notice to Proceed from Town
2. Consultant Procurement	Assist the Town by preparing RFP documents, and providing a consultant selection recommendation. Final decision of consultant selection shall remain with the Town, and any agreements shall be between the Town and the consultant.	Within 90 days after Effective Date and Notice to Proceed from Town
3. Housing Needs Assessment (HNA)	Complete an assessment consistent with DOLA requirements and state expectations, including, without limitation, an evaluation of the housing supply, land use, demand, affordability, and market conditions, including identification of housing gaps across income levels, constraints to development, and the relationship between housing availability and workforce needs. Incorporate relevant infrastructure and resource considerations. Include housing inventory and market conditions summary, and a fair housing and displacement risk analysis.	Within four (4) to five (5) months after Effective Date and Notice to Proceed from Town.
4. Infrastructure and Services Capacity Assessment	Evaluate current infrastructure and services capacity including, without limitation, utilities, transportation, public facilities,	Within four (4) to five (5) months after Effective Date

	public services, stormwater drainage, water (including water rights), wastewater, and other public services. Provide an assessment of the capacity for new development at current service and facility standards, and an assessment of needed expansion of infrastructure and services to align with the HNA.	and Notice to Proceed from Town.
5. Opportunity Sites and Feasibility Analysis	Identify locations where housing development can realistically occur and evaluate development feasibility. Analysis should include, without limitation, site identification, site screening, development capacity analysis, conceptual development scenarios, and a development feasibility review.	Following infrastructure and services capacity assessment, but within five (5) to eight (8) months after Effective Date and Notice to Proceed from Town.
6. Development Readiness Assessment	Determine the Town's current abilities to support and facilitate housing development, including assessment of Town regulations (zoning, subdivision, approval process, etc.); organizational readiness (staffing capacity, administrative procedures, consultant support needs); and infrastructure readiness.	Following opportunity sites and feasibility analysis, but within six (6) to eight (8) months after Effective Date and Notice to Proceed from Town.
7. Housing Strategy and Policy Framework	Develop specific policy actions and regulatory changes necessary to support desired housing outcomes, including housing typologies, regulatory recommendations, incentive programs, and growth management strategies.	Approximately 12-13 months after Effective Date and Notice to Proceed from Town.
8. Funding Alignment and Partnership Strategy	Identify funding sources and partnership options and opportunities to implement priority projects. Funding sources include both external sources and potential internal options (URA, DDA, etc.).	Approximately 12-13 months after Effective Date and Notice to Proceed from Town.
9. Priority Projects	Develop a set of five (5) implementation-ready projects that can advance immediately following completion of the HCDA Plan, with each profile including: a project description; site information; site map; development requirements; funding opportunities; and implementation steps specific to the site.	Approximately 12-13 months after Effective Date and Notice to Proceed from Town.
10. Housing and Community Development Action Plan (HCDA Plan)	Compile all Project findings into a practical implementation document that guides Town decision-making. Provide three separate documents, that together will constitute the	Approximately 12-15 months after Effective Date and Notice to Proceed from Town.

	HCDA Plan: Housing Needs Assessment & Infrastructure Readiness Assessment (Technical); Housing Roadmap (Policy); and Implementation Matrix, to include toolkit, priority project portfolio, and funding and partnership strategy.	
11. Policy Adoption	Draft ordinances and policy documents; submission to DOLA for courtesy review; public hearings by Planning Commission and Board of Trustees; documentation of adopted policies and regulations	Before May 31, 2028

### A.5 Grant Agreement Reporting Requirements

The Contractor must prepare and submit the following reports to the Town Administrator:

1. Quarterly written reports summarizing work completed, project status, milestones achieved, consultant activities, community engagement activities, upcoming tasks, and grant compliance.
2. Final memorandum documenting project activities, outcomes, adopted policies, next steps, community engagement efforts, affordable housing outcomes, lessons learned, and overall project impacts.

## EXHIBIT B — COMPENSATION AND INVOICING

### B.1 Compensation Structure

Subject to the terms and conditions in the Agreement, the Town will compensate the Contractor as follows:

Compensation method: Hourly rate at \$175.00 per hour.

Not-to-Exceed Amount: \$130,000.00

Reimbursable expenses: None unless pre-approved in writing by the Town Administrator, which may include: mileage; meeting related supplies and materials; postage; venue rental fees; other reasonable Project-related expenses that are allowable as recoverable costs under the Grant Agreement.

Notwithstanding the foregoing, reimbursable expenses fall under the Not-to-Exceed Amount and under no circumstance shall the Contractor's combined hourly compensation and reimbursable expenses exceed the Not-to-Exceed Amount. The Contractor is responsible for its own budget.

Sub-contractors/consultants:

### B.2 Invoice Requirements

Each invoice must include:

1. Agreement name or number.
2. Grant name and number.
3. Invoice period.
4. Date of service.
5. Personnel performing work.
6. Hours, rates, and task descriptions, if hourly compensation.
7. Deliverables completed or milestones achieved.
8. Receipts and supporting documentation for pre-approved reimbursable expenses.
9. Grant budget category or cost category, if required.
10. Certification that the invoice is true, accurate, complete, allowable, and not duplicative (per below).

### B.3 Invoice Certification

Each invoice must include the following certification, signed by an authorized representative of the Contractor:

I certify that the amounts invoiced are true, accurate, complete, allowable under the Agreement and applicable grant requirements, incurred for the Project, not previously billed or reimbursed, and supported by records provided herewith and maintained by the Contractor.

#### **B.4 Payment Schedule**

Contractor's Invoices that meet the requirements above shall be payable 30 days after receipt by the Town Administrator.

#### **B.5 Disallowed Costs**

As set forth in the Agreement, the Contractor must repay or credit any disallowed cost attributable to the Contractor as required by the Agreement.

**RESOLUTION NO. 2026-11  
TOWN OF KIOWA, COLORADO  
BOARD OF TRUSTEES**

**A RESOLUTION FORMALLY SUPPORTING THE MEMORIAL DESIGNATION OF THE  
PORTION OF STATE HIGHWAY 86 THAT PASSES THROUGH THE TOWN OF KIOWA  
IN HONOR OF MAYOR TERRY HOWARD**

WHEREAS, the Town of Kiowa, Colorado (the “Town”) is a home rule municipality organized and existing under the laws of the State of Colorado and the Kiowa Home Rule Charter; and

WHEREAS, the Board of Trustees of the Town of Kiowa (the “Board”) is the governing body of the Town and is charged with promoting the public health, safety, welfare, civic life, and community interests of the Town and its residents; and

WHEREAS, Colorado State Highway 86 is an important transportation corridor serving the Town, its residents, local businesses, visitors, emergency responders, agricultural producers, and the broader Elbert County community; and

WHEREAS, the portion of State Highway 86 that passes through the Town of Kiowa is a visible and meaningful public corridor that reflects the Town’s identity, history, and connection to the surrounding region; and

WHEREAS, Mayor Terry Howard provided dedicated public service to the Town of Kiowa and its residents; and

WHEREAS, Mayor Howard’s leadership, commitment to community, and service to the people of Kiowa are worthy of lasting public recognition; and

WHEREAS, the Board desires to honor Mayor Howard’s memory and public service by supporting a memorial designation for the portion of State Highway 86 that passes through the Town of Kiowa; and

WHEREAS, the Board recognizes that establishing a memorial designation for a portion of a state highway requires coordination with the Town’s state legislative delegation, the Colorado Department of Transportation (“CDOT”), and other public and community partners; and

WHEREAS, the Board further desires to express the Town’s commitment to work collaboratively and in good faith with its legislative delegation, CDOT, Elbert County Board of County Commissioners (“County Commissioners”), residents, community organizations, and other interested partners to advance the memorial designation process; and

WHEREAS, the Board finds that supporting such a memorial designation is consistent with the Town’s values, honors Mayor Howard’s service, and serves a public purpose by preserving and recognizing an important part of the Town’s civic history.

**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 the findings and determinations of the Board and are incorporated herein for all purposes.

**Section 2.** The Board hereby: (1) formally supports the memorial designation of the portion of State Highway 86 that passes through the Town of Kiowa in honor of Mayor Terry Howard, subject to all state requirements, approvals, and procedures; (2) commits to continue working with the Town’s legislative delegation, CDOT, County Commissioners, community stakeholders, and other appropriate partners to move the memorial designation process forward; and (3) authorizes the Mayor, Town Administrator, Town Clerk, Town Attorney, and other appropriate Town officials and staff to communicate the Town’s support for the memorial designation to the Town’s legislative delegation, CDOT, County Commissioners, and other interested persons or entities, and to take such administrative actions as may be reasonably necessary or appropriate to further the intent of this Resolution.

**Section 3.** Nothing in this Resolution shall be construed as waiving, replacing, or predetermining any review, approval, authorization, funding decision, sign-placement decision, or other action required by state law, CDOT policy, intergovernmental coordination, or any other applicable process.

**Section 4.** This Resolution shall take effect immediately upon its adoption.

**APPROVED AND ADOPTED BY THE BOARD OF TRUSTEES ON JUNE 09, 2026.**

TOWN OF KIOWA, COLORADO

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

Attest:

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



**RESOLUTION NO. 2026-12  
TOWN OF KIOWA, COLORADO  
BOARD OF TRUSTEES**

**A RESOLUTION ACCEPTING AN EASEMENT FOR AN ART MURAL, APPROVING THE  
MURAL EASEMENT AGREEMENT WITH RAVENS WING, LLC, AND RATIFYING THE  
MAYOR’S EXECUTION OF THE MURAL EASEMENT AGREEMENT**

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

WHEREAS, Charter Section 1.04 authorizes the Town to receive, hold, and enjoy rights and interests in real property; and

WHEREAS, the Board of Trustees of the Town (the “Board”) is vested with authority to act on behalf of the Town and to accept easements and approve agreements and related municipal actions in furtherance of the public health, safety, welfare, and municipal purposes of the Town; and

WHEREAS, Ravens Wing LLC, a Colorado limited liability company (the “Grantor”), owns certain real property located in Elbert County, Colorado, commonly known as Forty Mile Feed at 10240 CO-86, Kiowa, Colorado 80117, legally described as Lot 1 and Lot 3, Kent Minor Development, County of Elbert, State of Colorado, and identified by Assessor Parcel Number 8320202001 (the “Property”); and

WHEREAS, the Grantor and the Town entered into that certain Mural Easement Agreement with an effective date of June 2, 2026 (the “Easement Agreement”), pursuant to which the Grantor grants to the Town an exclusive easement across, upon, over, and against the mural wall and related easement area on the Property for the placement, installation, display, maintenance, repair, replacement, modification, removal, administration, access, visibility, protection, and enforcement of a public art mural; and

WHEREAS, the Easement Agreement supports the Town’s municipal and public art purposes by permitting the installation and display of a public art mural on the Property and by providing the Town with related access, maintenance, visibility, protection, and enforcement rights; and

WHEREAS, the Mayor has signed the Easement Agreement on behalf of the Town, and the Board desires to approve the Easement Agreement and ratify the Mayor’s execution of the Easement Agreement; and

WHEREAS, the Easement Agreement provides that it may be recorded in the real property records of Elbert County, Colorado, and the Board finds that recording the Easement Agreement is appropriate to provide notice of the easement and related covenants affecting the Property; and

WHEREAS, the Board finds that approval of the Easement Agreement, ratification of the Mayor’s execution, and recording of the Easement Agreement are in the best interests of the Town and further the public purposes of the Town.

**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 the findings and determinations of the Board and are incorporated herein for all purposes.

**Section 2.** The Board hereby: (1) accepts the Easement granted to the Town in the Mural Easement Agreement, attached hereto as **Exhibit A**; (2) approves the Mural Easement Agreement; (3) ratifies, confirms, and approves the Mayor's prior execution and acceptance of the Mural Easement Agreement on behalf of the Town, and such execution and acceptance are hereby deemed authorized and approved as acts of the Town on the date set forth in the Mural Easement Agreement; and (4) directs the Town Clerk to cause the fully executed Mural Easement Agreement, together with its exhibits, to be recorded in the real property records of Elbert County, Colorado.

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

**APPROVED AND ADOPTED BY THE BOARD OF TRUSTEES ON JUNE 09, 2026.**

TOWN OF KIOWA, COLORADO

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

Attest:

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

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**EXHIBIT A**  
**[Mural Easement Agreement]**

*{See attached.}*

## MURAL EASEMENT AGREEMENT

This Mural Easement Agreement (this “Agreement”) is entered into as of June 2nd, 2026 (the “**Effective Date**”), by and between RAVENS WING LLC, a Colorado limited liability company, whose principal office address is 32963 N. Elbert Road, Kiowa, Colorado 80117 (“**Grantor**”), and the Town of Kiowa, a Colorado home rule municipality, whose principal address is 404 Comanche Street, Kiowa, Colorado 80117 (“**Town**” or “**Grantee**”). Grantor and the Town may be referred to individually as a “**Party**” and collectively as the “**Parties.**”

### RECITALS

- A. Grantor is the owner of certain real property located in Elbert County, Colorado, commonly known as Forty Mile Feed at 10240 CO-86, Kiowa, Colorado 80117, and legally described on **Exhibit A** attached to and incorporated into this Agreement (the “**Property**”).
- B. A side wall of the building located on the Property, as more particularly identified or depicted on **Exhibit B** attached to and incorporated into this Agreement, is suitable for the placement, painting, installation, and display of a public art mural (the “**Mural Wall**”).
- C. The Town desires to obtain an exclusive easement and related rights over, across, upon, and against the Property and the Mural Wall for the purpose of allowing a public art mural to be painted and displayed on the Mural Wall, together with related access, maintenance, visibility, protection, and enforcement rights.
- D. The Town intends to allow an artist selected by the board of directors for Kiowa Main Street, a Colorado unincorporated nonprofit association (“**Kiowa Main Street**”), to paint, install, maintain, repair, replace, modify, or remove the mural, subject to the Town’s rights under this Agreement.
- E. Grantor desires to grant the Town the easement and rights described in this Agreement, and the Town desires to accept such easement and rights, subject to the terms and conditions set forth below.

### AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

#### 1. **Grant of Easement**

- 1.1. **Grant.** Grantor hereby grants, bargains, sells, conveys, and confirms to the Town, and its successors and assigns, an exclusive easement across, upon, over, and against the Mural Wall for the purposes described in this Agreement (the “**Easement**”).
- 1.2. **Easement Area.** The Easement applies to: (a) the Mural Wall; (b) the portion of the Property reasonably necessary to access the Mural Wall; (c) the ground, yard,

landscaping, airspace, and exterior areas in front of, adjacent to, or near the Mural Wall as reasonably necessary to preserve visibility of and access to the Mural Wall; and (d) any additional area shown or described on Exhibit B (collectively, the “**Easement Area**”).

- 1.3. Purpose. The Easement is granted for the purpose of painting, installing, creating, displaying, maintaining, inspecting, lighting if separately approved by the Town, protecting, repairing, restoring, modifying, replacing, covering, removing, and otherwise administering a public art mural on the Mural Wall, together with all related access, visibility, maintenance, and enforcement rights reasonably necessary or convenient for that purpose.
- 1.4. Easement in Gross. The Easement is granted to the Town for municipal and public art purposes. The Parties intend that the Easement be valid and enforceable as an easement in gross held by the Town and, to the extent applicable, as a covenant and servitude burdening the Property for the benefit of the Town and the public purposes described in this Agreement.

## 2. Term

- 2.1. Initial Term. The Easement shall commence on the Effective Date and shall continue for a minimum period of five (5) years from the Effective Date (the “**Initial Term**”), unless earlier terminated by written agreement signed by both Parties and recorded in the real property records of Elbert County, Colorado.
- 2.2. Continuation After Initial Term. After the Initial Term, the Easement and this Agreement shall continue on a year-to-year basis unless either Party gives the other Party written notice of termination at least one hundred eighty (180) days before the expiration of the then-current term.
- 2.3. No Unilateral Termination During Initial Term. Grantor shall not revoke, terminate, impair, or interfere with the Easement during the Initial Term, except as expressly provided in this Agreement or by written agreement signed by the Town.

## 3. Town Control of Mural Content and Administration

- 3.1. Town Control. The Town shall have sole and exclusive authority to determine, approve, reject, modify, replace, cover, maintain, restore, remove, or otherwise control the mural, including its concept, content, design, color, theme, subject matter, message, materials, artist selection, schedule, and method of installation. The Town may delegate its authority under this Section 3.1 to Kiowa Main Street without obtaining prior approval of the Grantor.
- 3.2. No Grantor Content Control. Grantor shall have no right to approve, disapprove, edit, censor, veto, direct, select, or otherwise control the mural or any aspect of its content,

design, appearance, message, or artistic expression. Grantor's execution of this Agreement does not constitute Grantor's endorsement of any mural content.

- 3.3. No Obligation to Install or Maintain Mural. The Town may, but is not required to, install or maintain any mural on the Mural Wall. The Town may delay, suspend, discontinue, alter, replace, cover, or remove the mural at any time in the Town's discretion.
- 3.4. No Property Interest in Artwork Reserved by Grantor. Grantor shall not acquire any ownership, copyright, moral right, licensing right, reproduction right, approval right, or other intellectual property right in the mural by virtue of ownership of the Property, execution of this Agreement, or display of the mural on the Mural Wall.

#### **4. Delegation, Assignment, Contractors, and Kiowa Main Street**

- 4.1. Authority to Delegate. Grantor acknowledges and agrees that the Town may exercise any right granted under this Agreement through its employees, officers, agents, contractors, licensees, invitees, representatives, designees, volunteers, artists, and other third parties authorized by the Town.
- 4.2. Kiowa Main Street Artist. Grantor specifically acknowledges that the Town intends to permit an artist selected by, affiliated with, or under contract with Kiowa Main Street to paint, install, create, maintain, repair, restore, modify, replace, or remove the mural. Such artist and Kiowa Main Street representatives may enter the Easement Area and perform authorized mural-related activities to the same extent as the Town, subject to the Town's authorization.
- 4.3. Assignment and Sublicensing. The Town may assign, delegate, license, sublicense, or otherwise permit the exercise of any rights under this Agreement to Kiowa Main Street, an artist, a contractor, a maintenance provider, or another person or entity acting for or with authorization from the Town, without Grantor's prior consent. No such assignment, delegation, license, sublicense, or permission shall release Grantor from Grantor's obligations under this Agreement.
- 4.4. Town Retains Administrative Authority. Any delegation, assignment, license, or sublicense by the Town shall not limit the Town's authority to administer, enforce, modify, replace, remove, or terminate the delegated rights in accordance with this Agreement and applicable law.

#### **5. Access Rights**

- 5.1. General Access. The Town and its authorized parties may enter upon the Property and the Easement Area at reasonable times and upon reasonable notice to Grantor for purposes of exercising rights under this Agreement, including inspection, design planning, surface preparation, painting, installation, maintenance, repair, restoration, replacement, modification, covering, removal, photography, documentation, and enforcement.

- 5.2. Immediate Access. The Town and its authorized parties may enter the Property and the Easement Area without prior notice when the Town reasonably determines that immediate access is necessary to protect the mural, prevent or address damage, remove an obstruction, respond to vandalism, address a safety concern, perform urgent maintenance, or prevent impairment of the Easement.
- 5.3. Equipment and Temporary Structures. The Town and its authorized parties may bring onto the Property and Easement Area ladders, lifts, scaffolding, vehicles, tools, materials, coverings, protective barriers, signage, temporary lighting, and other equipment reasonably necessary to exercise rights under this Agreement. Reasonable efforts shall be made to minimize unnecessary interference with Grantor's use of the Property.
- 5.4. No Duty to Restore Existing Obstructions. The Town shall not be required to restore, replace, or compensate Grantor for vegetation, landscaping, signs, fixtures, personal property, or other items removed or altered because they obstruct, impair, threaten, or interfere with the mural, the Mural Wall, the Easement Area, or the Town's rights under this Agreement.

## **6. Grantor Maintenance and Non-Interference Obligations**

- 6.1. Maintenance of Visibility Area. Grantor shall, at Grantor's sole cost, keep the land, landscaping, vegetation, grasses, shrubs, structures, fixtures, signage, stored items, vehicles, equipment, personal property, and other items in front of, adjacent to, or near the Mural Wall in a condition that does not block, obscure, cover, shade, damage, threaten, or interfere with the mural or the Town's access to the Easement Area. Grantor's obligations under this Section 6.1 end at the limits of the Property and do not extend to public rights-of-way.
- 6.2. Vegetation and Landscaping. Grantor shall regularly mow, trim, prune, remove, and maintain all grasses, weeds, landscaping, trees, shrubs, and vegetation located in front of, adjacent to, or near the Mural Wall so that the mural remains visible and unobstructed from public vantage points as reasonably determined by the Town. Grantor's obligations under this Section 6.6 end at the limits of the Property and do not extend to public rights-of-way.
- 6.3. No Blocking or Interference. Grantor shall not, and shall not permit any tenant, occupant, licensee, invitee, contractor, agent, or other person under Grantor's control to: (a) place, construct, install, store, park, plant, grow, display, maintain, or allow any item that blocks, obscures, covers, damages, shades, or interferes with the mural; (b) paint over, alter, deface, remove, damage, or impair the mural; (c) obstruct access to the Easement Area; (d) install signs, lighting, awnings, fixtures, landscaping, fences, improvements, or other items that interfere with the mural or the Easement; or (e) take or fail to take any action that materially impairs the Town's rights under this Agreement.

- 6.4. Building Maintenance. Grantor shall maintain the building that is part of the Mural Wall, and including the Mural Wall, in a safe, structurally sound, watertight, and code-compliant condition sufficient to support the continued display of the mural. Grantor shall promptly notify the Town of any condition affecting the building, Mural Wall, or Property that may damage, impair, or require removal of the mural.
- 6.5. No Alterations Affecting Mural. Grantor shall not demolish, reconstruct, modify, penetrate, cover, paint, power wash, sandblast, repair, resurface, install attachments on, or otherwise alter the Mural Wall or any portion of the building affecting the mural without the Town's prior written consent, except where immediate action is required to address an imminent threat to life, health, safety, or structural integrity.

## **7. Town Self-Help Rights; Removal of Obstructions**

- 7.1. Notice of Maintenance Failure. If Grantor fails to perform any maintenance or non-interference obligation under this Agreement, the Town may give Grantor written notice describing the failure. Grantor shall cure the failure within ten (10) days after notice, or within a shorter period stated in the notice if the Town reasonably determines that a shorter period is necessary to prevent obstruction, damage, impairment, or safety concerns.
- 7.2. Town Right to Maintain. If Grantor fails to timely cure, the Town and its authorized parties may enter the Property and Easement Area and perform the required mowing, trimming, pruning, removal, maintenance, cleanup, repair, or other corrective action necessary to preserve visibility of the mural, protect the mural, or maintain the Easement Area.
- 7.3. Immediate Removal of Obstructions. The Town and its authorized parties may enter the Property and Easement Area and remove, relocate, trim, cut back, cover, alter, or otherwise address any vegetation, landscaping, sign, fixture, structure, vehicle, equipment, personal property, stored material, or other item that blocks, obscures, covers, damages, threatens, or interferes with the mural or the Town's rights under this Agreement. Prior notice shall not be required if the Town reasonably determines that immediate action is necessary or appropriate.
- 7.4. Costs. If required by the Town, the Grantor shall reimburse the Town for all reasonable costs incurred by the Town in exercising self-help rights under this Section, including labor, materials, contractor charges, equipment, administrative costs, and disposal costs, within thirty (30) days after written demand.
- 7.5. No Liability for Corrective Work. To the maximum extent permitted by law, the Town shall not be liable to Grantor or any tenant, occupant, invitee, licensee, contractor, artist, or other person for damage, loss, removal, trimming, disposal, relocation, interruption, inconvenience, or diminution in value resulting from the Town's good-faith exercise of rights under this Agreement.

## **8. Risk Allocation; No Town Liability for Building, Property, or Artist Injury**

- 8.1. Grantor Assumption of Property Risk. Grantor acknowledges that mural-related activities may involve surface preparation, painting, sealing, maintenance, equipment, scaffolding, lifts, ladders, personnel, materials, weather exposure, public visibility, and other activities. Grantor assumes the risk of loss, damage, staining, discoloration, deterioration, alteration, or other impact to the building, Mural Wall, Property, improvements, landscaping, fixtures, or personal property arising out of or related to the mural, the Easement, or authorized activities under this Agreement, except to the extent caused by the Town's willful and wanton conduct.
- 8.2. No Town Liability for Property Damage. To the maximum extent permitted by law, the Town shall not be responsible or liable for any loss, damage, claim, cost, expense, repair, restoration, diminution in value, business interruption, loss of use, or other liability relating to the building, Mural Wall, Property, improvements, landscaping, fixtures, or personal property arising out of or related to this Agreement, the mural, or activities conducted under this Agreement.
- 8.3. No Town Liability for Artist Injury. Grantor acknowledges and agrees that the Town shall have no obligation or liability for bodily injury, death, illness, workers' compensation claim, employment claim, personal injury claim, or other claim asserted by or on behalf of any artist selected by or under contract with Kiowa Main Street, or any other contractor, subcontractor, volunteer, licensee, invitee, or person participating in mural-related activities, except to the extent liability may not be waived under applicable law.
- 8.4. No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of any notice requirement, defense, limitation, immunity, or protection available to the Town or its officers, employees, agents, or insurers under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., or any other applicable law.

## **9. Insurance**

- 9.1. Grantor Insurance. During the term of this Agreement, Grantor shall, at Grantor's sole cost, maintain property and liability insurance covering the Property, building, improvements, and Grantor's obligations under this Agreement, including coverage for property damage, bodily injury, personal injury, contractual liability where available, and claims arising from the condition, ownership, maintenance, or use of the Property.
- 9.2. Minimum Coverage. Unless otherwise approved in writing by the Town, Grantor shall maintain: (a) commercial general liability insurance or equivalent premises liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) property insurance covering the building and improvements on a replacement-cost basis; and (c) any other insurance reasonably required by the Town based on the use, condition, or occupancy of the Property.

- 9.3. Additional Insured. To the extent available from Grantor's insurer, Grantor shall cause the Town, its elected and appointed officials, officers, employees, agents, and authorized representatives to be named as additional insureds on Grantor's liability insurance for claims arising out of or related to the Property, the Easement Area, the Mural Wall, Grantor's obligations under this Agreement, or the condition, ownership, maintenance, or use of the Property.
- 9.4. Certificates. Upon request by the Town, Grantor shall provide certificates of insurance and endorsements evidencing the coverage required by this Agreement. Grantor shall provide the Town written notice of cancellation, non-renewal, or material reduction in coverage within five (5) business days after Grantor receives notice of such cancellation, non-renewal, or reduction.
- 9.5. No Limitation. Grantor's insurance obligations do not limit Grantor's indemnity, maintenance, reimbursement, or other obligations under this Agreement.

## **10. Indemnification**

- 10.1. Grantor Indemnity. To the maximum extent permitted by law, Grantor shall indemnify, defend, and hold harmless the Town and its elected and appointed officials, officers, employees, agents, insurers, representatives, successors, and assigns from and against any and all claims, demands, actions, damages, losses, liabilities, judgments, fines, penalties, liens, costs, and expenses, including reasonable attorney fees and expert fees, arising out of or related to: (a) the Property, building, Mural Wall, Easement Area, or their condition; (b) Grantor's breach of this Agreement; (c) Grantor's negligence, willful misconduct, or failure to act; (d) any obstruction, interference, unsafe condition, code violation, structural condition, maintenance failure, or defect on or about the Property; (e) claims by tenants, occupants, invitees, licensees, contractors, or other persons claiming by, through, or under Grantor; (f) injury to or death of any artist, contractor, subcontractor, volunteer, or other person participating in mural-related activities; and (g) damage to the mural, Property, building, improvements, landscaping, fixtures, or personal property, except to the extent caused by the Town's willful and wanton conduct.
- 10.2. Survival. Grantor's indemnification, defense, reimbursement, and insurance obligations shall survive expiration or termination of this Agreement as to matters arising during the term or arising from acts, omissions, conditions, or obligations existing during the term.

## **11. Ownership, Intellectual Property, and Artist Rights**

- 11.1. Artwork Rights. The Parties acknowledge that ownership, copyright, moral rights, licensing rights, and other intellectual property rights in the mural may be governed by separate agreements between the artist, Kiowa Main Street, and/or the Town. Grantor shall have no right to reproduce, commercialize, merchandise, license, alter, destroy, or remove the mural except as expressly authorized in writing by the Town.

11.2. Artist Agreements. Grantor acknowledges that the Town or Kiowa Main Street may enter into one or more agreements with an artist or other third parties concerning design, installation, ownership, copyright, licensing, attribution, waiver, maintenance, removal, and other matters related to the mural. Grantor shall cooperate with reasonable requests by the Town to effectuate those agreements, provided that such cooperation does not impose additional unreimbursed monetary obligations on Grantor except as set forth in this Agreement.

11.3. Photography and Promotion. The Town may photograph, film, record, reproduce images of, publicize, promote, and otherwise document the mural and the exterior of the Property in connection with municipal, public art, tourism, cultural, historic, promotional, archival, reporting, and educational purposes, subject to any rights held by the artist or other third parties.

## **12. Covenants Running With the Land; Successors and Assigns**

12.1. Binding Effect. This Agreement and the Easement shall burden the Property and bind Grantor and Grantor's heirs, personal representatives, successors, assigns, tenants, purchasers, transferees, and all persons acquiring any right, title, or interest in the Property or any portion of it.

12.2. Successors. This Agreement shall benefit the Town and its successors and assigns. Any conveyance, lease, transfer, encumbrance, or other disposition of the Property by Grantor shall be subject to this Agreement.

12.3. Notice to Transferees. Grantor shall expressly disclose this Agreement in writing to any prospective purchaser, transferee, tenant, lender, or other person acquiring an interest in the Property before the transfer of such interest. Failure to provide such disclosure shall not affect the validity or enforceability of this Agreement.

## **13. Recording; Priority**

13.1. Recording. This Agreement may be recorded in the real property records of Elbert County, Colorado. Grantor shall execute and deliver any additional documents reasonably requested by the Town to record, confirm, describe, amend, or give notice of the Easement.

13.2. Subordination. Grantor shall use commercially reasonable efforts to obtain any mortgagee, deed of trust beneficiary, lienholder, tenant, or other interest holder's consent, joinder, recognition, or subordination reasonably requested by the Town to protect the Easement and the Town's rights under this Agreement.

13.3. Title Matters. Grantor represents that, to Grantor's knowledge, Grantor has authority to grant the Easement, and that no existing agreement, lease, restriction, covenant, easement, lien, encumbrance, or other title matter prohibits Grantor from entering into and performing this Agreement.

## **14. Default and Remedies**

- 14.1. Default. A Party defaults under this Agreement if the Party fails to perform any material obligation under this Agreement and fails to cure the default within thirty (30) days after written notice from the non-defaulting Party, except that no cure period shall apply where this Agreement permits immediate action by the Town or where immediate action is reasonably necessary to prevent obstruction, impairment, damage, or safety concerns.
- 14.2. Town Remedies. Upon Grantor's default, the Town may exercise any rights and remedies available at law or in equity, including specific performance, injunctive relief, self-help, reimbursement, damages, and recovery of costs and attorney fees to the extent permitted by law. Grantor acknowledges that interference with the mural or the Easement may cause harm not adequately compensable by money damages.
- 14.3. Cumulative Remedies. The rights and remedies under this Agreement are cumulative and may be exercised separately, concurrently, or successively.

## **15. Notices**

- 15.1. Method. Any notice required or permitted under this Agreement shall be in writing and shall be delivered by personal delivery, nationally recognized overnight courier, or certified mail.
- 15.2. Addresses. Notices shall be sent to the following addresses, or to any other address designated by a Party by written notice:

**If to Grantor:**

Ravens Wing LLC  
PO Box 1078  
Kiowa, CO 80117

**If to the Town:**

Town of Kiowa  
Attn: Town Administrator  
404 Comanche St.  
PO Box 237  
Kiowa, CO 80117

- 15.3. Effective Date of Notice. Notice shall be deemed given upon delivery, refusal of delivery, or three (3) business days after deposit in the United States mail, postage prepaid, whichever occurs first.

## **16. Representations of Grantor**

Grantor represents and warrants that: (a) Grantor owns the Property or has full legal authority to grant this Easement; (b) the person signing this Agreement for Grantor has authority to bind

Grantor; (c) Grantor has not granted rights inconsistent with this Agreement; (d) to Grantor's knowledge, the Mural Wall is structurally adequate for the intended mural use; and (e) Grantor will comply with all applicable laws, ordinances, codes, covenants, leases, and insurance requirements relating to the Property.

**17. Compliance With Law; Permits**

The Parties shall comply with applicable federal, state, and local laws, rules, regulations, ordinances, and codes in performing this Agreement. The Town may determine what municipal approvals, if any, are required for the mural. Grantor shall reasonably cooperate with the Town in connection with applications, approvals, access arrangements, and documentation needed for mural-related activities.

**18. Miscellaneous**

18.1. Entire Agreement. This Agreement contains the entire agreement between the Parties regarding the Easement and supersedes all prior negotiations, understandings, or agreements regarding the subject matter of this Agreement.

18.2. Amendment. This Agreement may be amended only by a written instrument signed by both Parties and, if the amendment affects the recorded Easement, recorded in the real property records of Elbert County, Colorado.

18.3. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising out of or relating to this Agreement shall be in a court of competent jurisdiction for Elbert County, Colorado.

18.4. Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

18.5. No Third-Party Beneficiaries. Except for the Town's officials, officers, employees, agents, insurers, representatives, successors, assigns, and other indemnified parties expressly protected under this Agreement, this Agreement is not intended to create rights in any third party.

18.6. No Partnership or Agency. Nothing in this Agreement creates a partnership, joint venture, employment relationship, or agency relationship between Grantor and the Town, Kiowa Main Street, any artist, or any contractor.

18.7. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one instrument. Electronic or scanned signatures shall be effective for all purposes unless original signatures are required for recording.

18.8. Authority. Each person signing this Agreement represents that the person has authority to sign and bind the Party on whose behalf the person signs.

18.9. Construction. The headings in this Agreement are for convenience only and do not affect interpretation. The words “including” and “include” mean “including without limitation.”

The Parties have executed this Mural Easement Agreement as of the Effective Date.

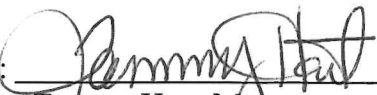
*{Signature pages follow.}*




*{Grantee's signature page to Mural Easement Agreement.}*

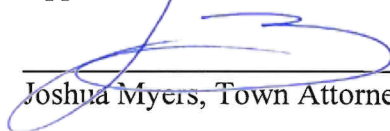
**GRANTEE:**

TOWN OF KIOWA, COLORADO,  
a Colorado home rule municipality

By:   
\_\_\_\_\_  
Tammy Hart, Mayor

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

Approved as to form:

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

**EXHIBIT A**

[Mural Easement Agreement]

Legal Description of Property:

LOT 1 AND LOT 3, KENT MINOR DEVELOPMENT, COUNTY OF ELBERT, STATE OF COLORADO

Common address: 10240 CO-86, Kiowa, CO 80117

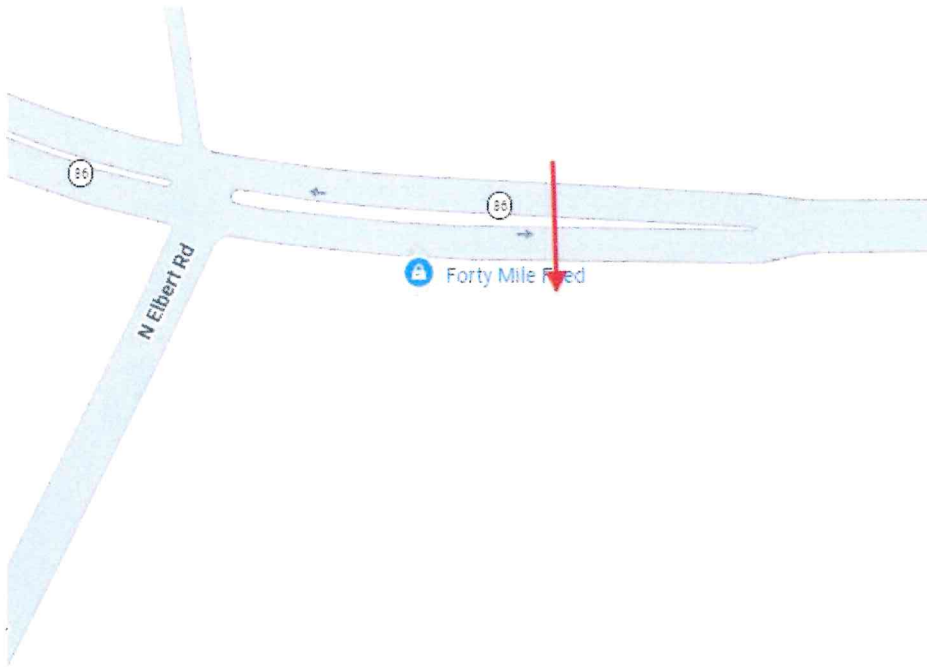
Assessor parcel number: 8320202001

**EXHIBIT B**

[Mural Easement Agreement]

Description and Depiction of Easement Area and Mural Wall

The building is located in the north east corner of the property, and the outside wall of the building that will be the Mural Wall faces north towards CO-86.



The Easement Area includes, at minimum, the exterior wall surface on the north side of the building located in the northeast corner on the Property, together with the area of land adjacent to and in front of that wall reasonably necessary for access to, installation of, maintenance of, visibility of, and protection of the mural.

**RESOLUTION NO. 2026-13  
TOWN OF KIOWA, COLORADO  
BOARD OF TRUSTEES**

**A RESOLUTION APPROVING AN ART MURAL LICENSE AGREEMENT BETWEEN  
THE TOWN OF KIOWA AND THE KIOWA MAIN STREET PROGRAM**

WHEREAS, the Town of Kiowa, Colorado (the "**Town**") is a Colorado home rule municipality; and

WHEREAS, the Board of Trustees of the Town (the "**Board**") is vested with authority to manage, control, and direct the municipal affairs of the Town; and

WHEREAS, the Town is the grantee under that certain *Mural Easement Agreement*, dated June 2, 2026, by and between Ravens Wing LLC, a Colorado limited liability company, as grantor, and the Town (the "**Mural Easement Agreement**"), as approved by Board Resolution No. 2026-12; and

WHEREAS, the Mural Easement Agreement grants the Town an exclusive easement and related rights for the purpose of painting, installing, creating, displaying, maintaining, inspecting, protecting, repairing, restoring, modifying, replacing, covering, removing, and administering a public art mural on the mural wall located on property commonly known as Forty Mile Feed, 10240 CO-86, Kiowa, Colorado 80117; and

WHEREAS, the Mural Easement Agreement authorizes the Town to delegate, license, sublicense, or otherwise permit the exercise of rights under the Mural Easement Agreement to Kiowa Main Street Program, an unincorporated nonprofit association ("**KMS**"), and to persons acting with authorization from the Town; and

WHEREAS, the Board desires to approve a license agreement between the Town and KMS, under which the Town grants KMS a limited license to use and exercise certain rights under the Mural Easement Agreement for the purpose of administering a public art mural on the mural wall; and

WHEREAS, the Board finds that approval of the Art Mural License Agreement attached hereto as **Exhibit A** ("**License Agreement**") is in the best interests of the Town and will promote public art, community identity, cultural enhancement, and the orderly administration of the Town's rights under the Mural Easement Agreement; and

WHEREAS, the Board desires to approve the License Agreement substantially in the form attached hereto as Exhibit A, and to authorize the Mayor to execute the same when in final form approved by the Town Attorney.

**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 the findings and determinations of the Board and are incorporated herein for all purposes.

**Section 2.** The Board hereby: (1) approves the License Agreement in substantially the form attached to this Resolution as Exhibit A; (2) authorizes the Town Attorney to edit the License Agreement, as deemed necessary by the Town Attorney, so long as such edits do not materially impact the obligations of the Town under the License Agreement; and (3) authorizes the Mayor and Town Clerk, after the License 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 JUNE 09, 2026.**

TOWN OF KIOWA, COLORADO

---

Tammy Hart, Mayor

Attest:

---

Sasha Davidson, Town Clerk

---

**EXHIBIT A**  
**[Art Mural License Agreement]**

*{See attachment.}*

## ART MURAL LICENSE AGREEMENT

This Art Mural License Agreement (this "**Agreement**") is entered into as of \_\_\_\_\_, 2026 (the "**Effective Date**"), by and between the Town of Kiowa, a Colorado home rule municipality, whose principal address is 404 Comanche Street, Kiowa, Colorado 80117 (the "**Town**"), and Kiowa Main Street Program, an unincorporated nonprofit association ("**Kiowa Main Street**"). The Town and Kiowa Main Street may be referred to individually as a "**Party**" and collectively as the "**Parties**."

### RECITALS

- A. The Town is the grantee under that certain *Mural Easement Agreement*, dated June 2, 2026, by and between Ravens Wing LLC, a Colorado limited liability company, as grantor, and the Town, and approved by Board Resolution No. 2026-12 (the "**Mural Easement Agreement**").
- B. The Mural Easement Agreement grants the Town an exclusive easement and related rights across, upon, over, and against the "**Mural Wall**" and "**Easement Area**" (as defined in the Mural Easement Agreement) for the purpose of painting, installing, creating, displaying, maintaining, inspecting, protecting, repairing, restoring, modifying, replacing, covering, removing, and administering a public art mural.
- C. The Mural Wall is located on property commonly known as Forty Mile Feed, 10240 CO-86, Kiowa, Colorado 80117, and is generally described in the Mural Easement Agreement as the exterior wall surface on the north side of the building located in the northeast corner of the property, facing north toward CO-86.
- D. The Mural Easement Agreement authorizes the Town to delegate, license, sublicense, or otherwise permit the exercise of rights under the Mural Easement Agreement to Kiowa Main Street and to persons acting with authorization from the Town.
- E. Kiowa Main Street desires to use the licensed easement rights to coordinate the creation, installation, and related administration of a public art mural on the Mural Wall, and the Town desires to grant Kiowa Main Street a limited license to do so, subject to this Agreement and the Mural Easement Agreement.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

## AGREEMENT

### 1. Definitions

1.1. **"Mural"** means the public art mural approved by the Town to be designed, painted, installed, displayed, maintained, repaired, modified, replaced, covered, removed, or otherwise administered on the Mural Wall under this Agreement.

1.2. **"Artist"** means any artist, contractor, subcontractor, fabricator, installer, assistant, volunteer, or other person or entity engaged, retained, directed, supervised, or permitted by Kiowa Main Street to perform any design, painting, installation, repair, maintenance, restoration, modification, removal, documentation, or other work relating to the Mural.

1.3. **"Underlying Owner"** means Ravens Wing LLC and any successor or assign owning the property burdened by the Mural Easement Agreement.

### 2. Grant of License

2.1. License. Subject to the terms and conditions in this Agreement, the Town grants Kiowa Main Street a limited, revocable, non-exclusive license to use and exercise the Town's rights under the Mural Easement Agreement solely for the purposes of painting, installing, displaying, maintaining, inspecting, protecting, repairing, and restoring the Mural on the Mural Wall.

2.2. No Transfer of Easement. This Agreement grants a contractual license only. It does not assign, convey, transfer, or encumber the Mural Easement Agreement or any real property interest held by the Town. The Town retains all rights, title, interests, powers, remedies, and administrative authority under the Mural Easement Agreement.

2.3. Subject to Mural Easement Agreement. Kiowa Main Street's rights are subordinate and subject to the Mural Easement Agreement. Kiowa Main Street shall not take or omit any action that would cause the Town to breach, default under, waive, impair, terminate, narrow, or lose any right or remedy under the Mural Easement Agreement.

2.4. No Rights Greater Than Town Rights. Kiowa Main Street receives no right greater than the rights held by the Town under the Mural Easement Agreement. If the Mural Easement Agreement expires, terminates, is amended, is limited by law, or is otherwise modified, Kiowa Main Street's rights under this Agreement shall automatically be limited to the rights then held by the Town.

2.5. Town Reservation of Rights. The Town reserves the right to exercise any right under the Mural Easement Agreement directly or concurrently with Kiowa Main Street. The Town may

approve, reject, modify, suspend, limit, or revoke any proposed or ongoing exercise of rights by Kiowa Main Street or any Artist claiming rights through Kiowa Main Street.

2.6. No Property Interest in Kiowa Main Street. Kiowa Main Street acknowledges that it obtains no leasehold, easement, ownership interest, possessory interest, or other interest in the Mural Wall, the Easement Area, the underlying property, or the Mural Easement Agreement, except the limited contractual license expressly granted in this Agreement.

### **3. Term; Revocation; Suspension**

3.1. Term. This Agreement begins on the Effective Date and continues until terminated by the Town, in its sole-discretion, but in no event beyond the expiration or termination of the Mural Easement Agreement.

3.2. Town Termination for Convenience. The Town may terminate this Agreement for convenience upon thirty (30) days' written notice to Kiowa Main Street.

3.3. Immediate Suspension. The Town may immediately suspend Kiowa Main Street's rights under this Agreement, in whole or in part, without prior notice, if the Town determines that suspension is necessary or appropriate to protect public health, safety, or welfare; protect the Mural, the Mural Wall, the Easement Area, the underlying property, or the Town's rights under the Mural Easement Agreement; respond to an emergency; address noncompliance; avoid a dispute with the Underlying Owner; comply with law; or preserve the Town's governmental, administrative, or proprietary interests.

3.4. Termination for Cause. The Town may terminate this Agreement upon written notice if Kiowa Main Street: (a) breaches this Agreement and fails to cure the breach within ten (10) days after written notice from the Town; (b) breaches this Agreement in a manner that cannot reasonably be cured; (c) violates or causes a violation of the Mural Easement Agreement; (d) performs or authorizes unsafe, unlawful, unapproved, or materially defective work; (e) fails to maintain required insurance; (f) fails to maintain required agreements with an Artist; or (g) ceases to operate, dissolves, or becomes unable to perform its obligations.

3.5. Kiowa Main Street Termination. Kiowa Main Street may terminate this Agreement upon thirty (30) days' written notice to the Town, provided that termination does not relieve Kiowa Main Street of any accrued obligation, indemnity, reimbursement obligation, or obligation relating to work performed before termination.

3.6. Effect of Termination. Upon termination, Kiowa Main Street shall immediately cease exercising rights under this Agreement, remove its equipment and personal property from the

Easement Area if directed by the Town, and cooperate with the Town in transitioning control of the Mural and any project materials to the Town. The Town may require Kiowa Main Street, at Kiowa Main Street's sole cost, to complete safe demobilization, cleanup, protection, repair, restoration, covering, or removal work reasonably required because of Kiowa Main Street's or any Artist's activities.

#### **4. Scope of Kiowa Main Street Activities**

4.1. Permitted Activities. Kiowa Main Street may, subject to this Agreement and the Town's approval rights, coordinate and administer Mural-related activities on or about the Mural Wall and Easement Area, including design planning, community engagement, surface review, surface preparation, painting, installation, touch-up, maintenance, repair, restoration, replacement, covering, removal, photography, documentation, and promotion of the Mural.

4.2. Access. Kiowa Main Street and its Artists may enter the Easement Area at reasonable times and upon reasonable notice coordinated through the Town for purposes authorized by this Agreement. Kiowa Main Street shall comply with any access protocols, scheduling requirements, safety requirements, notice requirements, insurance requirements, or restrictions established by the Town.

4.3. Equipment and Temporary Structures. Kiowa Main Street may bring onto the Easement Area ladders, lifts, scaffolding, vehicles, tools, materials, coverings, protective barriers, temporary signage, temporary lighting, and other equipment reasonably necessary for authorized Mural-related activities, provided that Kiowa Main Street obtains any required Town approval before doing so and uses reasonable efforts to minimize interference with the Underlying Owner's use of the property.

4.4. No Permanent Improvements Without Approval. Kiowa Main Street shall not install lighting, signs, fixtures, anchors, attachments, coverings, protective coatings, structural elements, electrical components, or other permanent or semi-permanent improvements on the Mural Wall, the building, or the Easement Area without the Town's prior written approval.

4.5. No Alteration Beyond Approved Work. Kiowa Main Street shall not penetrate, resurface, power wash, sandblast, repair, cover, paint, modify, or otherwise alter the Mural Wall or any portion of the building except as expressly approved by the Town in writing and consistent with the Mural Easement Agreement.

4.6. Town Approvals. Before beginning any physical work on the Mural Wall or in the Easement Area, Kiowa Main Street shall obtain the Town's written approval of the Mural design, Artist, work schedule, materials, surface preparation methods, installation methods, safety plan, insurance, and any other items reasonably required by the Town.

## 5. Artist Engagement; No Town-Artist Obligations

5.1. Kiowa Main Street Responsibility for Artist. Kiowa Main Street may retain, contract with, supervise, coordinate, and pay one or more Artists to perform work relating to the Mural. All obligations, rights, payments, intellectual property arrangements, moral rights waivers or consents, attribution provisions, warranties, insurance requirements, indemnities, safety obligations, worksite obligations, employment-related obligations, tax obligations, and other matters relating to any Artist shall be solely between Kiowa Main Street and the Artist, except to the extent the Town is expressly made a third-party beneficiary of protections required by this Agreement.

5.2. No Contract Between Town and Artist. No Artist shall be deemed an employee, agent, contractor, subcontractor, representative, partner, joint venturer, or licensee of the Town by virtue of this Agreement, the Mural Easement Agreement, Town approval of the Artist or Mural, or any access to the Easement Area. Kiowa Main Street shall not represent, and shall ensure that each Artist does not represent, that any Artist has authority to bind the Town.

5.3. No Town Payment Obligation. The Town shall have no obligation to pay any Artist, reimburse Kiowa Main Street for Artist costs, provide materials, procure equipment, pay taxes, pay benefits, provide workers' compensation coverage, or satisfy any debt, lien, claim, invoice, wage claim, fee, royalty, licensing fee, or other obligation owed to or asserted by any Artist, unless expressly stated in a separate written agreement signed by the Town.

5.4. Artist Agreement Required. Before any Artist begins work, Kiowa Main Street shall enter into a written agreement with that Artist. The Artist agreement shall be consistent with this Agreement and shall, at minimum: (a) require the Artist to perform work safely, lawfully, and in accordance with Town-approved plans; (b) allocate all compensation and expense obligations solely between Kiowa Main Street and the Artist; (c) require insurance or other risk protections reasonably acceptable to Kiowa Main Street and the Town; (d) require the Artist to indemnify, defend, and hold harmless the Town and Kiowa Main Street from claims arising from the Artist's acts or omissions to the maximum extent permitted by law; (e) address ownership, copyright, license, reproduction, attribution, waiver, consent, maintenance, modification, covering, removal, and destruction of the Mural; (f) include any Visual Artists Rights Act, moral rights, copyright, publicity, or similar consents and waivers needed for the Town and Kiowa Main Street to administer, maintain, modify, cover, remove, replace, photograph, document, promote, and display the Mural; (g) prohibit liens against the underlying property, the Mural Wall, the Mural, or Town property; and (h) state that the Town has no payment or employment obligation to the Artist.

5.5. Town Review of Artist Agreement. Upon request, Kiowa Main Street shall provide the Town a copy of any Artist agreement and related insurance certificates before work begins. Town

review, comment, approval, or non-objection shall not make the Town a party to the Artist agreement and shall not create any Town obligation to the Artist.

5.6. Kiowa Main Street Control and Supervision. Kiowa Main Street shall be solely responsible for managing, supervising, directing, coordinating, and controlling the Artist's work and for ensuring the Artist's compliance with this Agreement, the Artist agreement, applicable law, safety requirements, insurance requirements, and Town approvals.

5.7. Town Approval of Mural. The Town retains final authority to approve, reject, modify, replace, cover, maintain, restore, remove, or otherwise control the Mural.

## **6. Kiowa Main Street Obligations**

6.1. General Standard of Performance. Kiowa Main Street shall perform all activities under this Agreement in a safe, professional, workmanlike, lawful, and timely manner, consistent with the Mural Easement Agreement, Town approvals, applicable law, and prudent public art project administration.

6.2. Permits and Approvals. Kiowa Main Street shall obtain, or assist the Artist in obtaining, all permits, licenses, permissions, inspections, approvals, traffic controls, right-of-way approvals, lift permits, encroachment approvals, or other authorizations required for Kiowa Main Street's or any Artist's activities.

6.3. Protection of Property. Kiowa Main Street shall protect the Mural Wall, the building, the Easement Area, the underlying property, public rights-of-way, utilities, landscaping, fixtures, pedestrians, vehicles, and adjacent property from damage, overspray, debris, unsafe conditions, obstruction, and unreasonable interference.

6.4. Cleanup. Kiowa Main Street shall keep, or cause the Artist to keep, the Easement Area in a clean and safe condition and shall promptly remove trash, debris, equipment, unused materials, hazardous materials, and personal property associated with Kiowa Main Street's or any Artist's activities.

6.5. Hazardous Materials. Kiowa Main Street shall not use, store, release, discharge, or dispose of any hazardous, toxic, flammable, regulated, or environmentally sensitive materials on or about the Easement Area except in compliance with applicable law and Town-approved work plans. Kiowa Main Street shall be responsible for any spill, release, contamination, cleanup, penalty, or claim caused by Kiowa Main Street or any Artist.

6.6. No Liens. Kiowa Main Street shall not permit any mechanic's lien, materialman's lien, labor lien, artist claim, copyright claim, security interest, or other lien or encumbrance to be filed or asserted

against the underlying property, the Mural Wall, the Mural, or any Town property because of Kiowa Main Street's or any Artist's activities. Kiowa Main Street shall promptly discharge or otherwise resolve any such claim at Kiowa Main Street's sole cost.

6.7. Reports and Documentation. Upon request, Kiowa Main Street shall provide the Town with project schedules, budgets, Artist agreements, insurance certificates, safety plans, design files, maintenance recommendations, photographs, incident reports, and other documentation reasonably requested by the Town.

6.8. Notice of Conditions. Kiowa Main Street shall promptly notify the Town of any condition affecting the Mural, Mural Wall, Easement Area, underlying property, public safety, access, insurance, Artist performance, copyright, or project administration that may affect the Town's rights or obligations.

6.9. Artist Intellectual Property Matters. Kiowa Main Street shall be solely responsible for negotiating and documenting all ownership, copyright, license, reproduction, attribution, waiver, consent, moral rights, Visual Artists Rights Act, publicity, merchandising, maintenance, modification, covering, removal, replacement, and destruction matters with each Artist.

6.10. Required License Rights for Town. Kiowa Main Street shall obtain from each Artist, for the benefit of the Town and Kiowa Main Street, all rights, licenses, permissions, consents, and waivers reasonably necessary to allow the Town and Kiowa Main Street to: (a) display the Mural on the Mural Wall; (b) maintain, repair, restore, modify, replace, cover, remove, or destroy the Mural; (c) photograph, film, record, reproduce images of, publicize, promote, and document the Mural and the exterior of the property for municipal, public art, tourism, cultural, historic, promotional, archival, reporting, and educational purposes; and (d) exercise all rights reasonably contemplated by the Mural Easement Agreement and this Agreement.

6.11. No Town Representation Regarding Artist Rights. The Town makes no representation or warranty to Kiowa Main Street or any Artist regarding copyright ownership, moral rights, licensing, attribution, public art rights, reproduction rights, or the enforceability of any Artist agreement. Kiowa Main Street is responsible for obtaining its own legal review of Artist agreements.

6.12. No Infringing Work. Kiowa Main Street shall not submit, approve, install, or permit any Mural design or element that infringes, misappropriates, or violates any copyright, trademark, publicity right, privacy right, contractual right, moral right, or other intellectual property or personal right.

## 7. Insurance

7.1. Kiowa Main Street Insurance. Before entering the Easement Area or commencing any activity under this Agreement, and throughout the term of this Agreement, Kiowa Main Street shall maintain insurance coverage reasonably acceptable to the Town, which may include commercial general liability, automobile liability, workers' compensation where applicable, employer's liability where applicable, and any other coverage reasonably required by the Town based on the nature of the work.

7.2. Minimum Coverage. Unless otherwise approved in writing by the Town, Kiowa Main Street shall maintain commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, covering bodily injury, property damage, personal injury, contractual liability where available, products-completed operations where applicable, and claims arising out of Kiowa Main Street's activities under this Agreement.

7.3. Artist Insurance. Kiowa Main Street shall require each Artist to maintain insurance coverage appropriate to the Artist's work, including workers' compensation where required by law, commercial general liability, automobile liability if vehicles are used, and any other coverage reasonably required by the Town or Kiowa Main Street.

7.4. Additional Insured. To the extent available, Kiowa Main Street shall cause the Town and its elected and appointed officials, officers, employees, agents, representatives, insurers, successors, and assigns to be named as additional insureds on Kiowa Main Street's and each Artist's liability insurance for claims arising out of or related to this Agreement, the Mural, the Mural Wall, the Easement Area, or the activities of Kiowa Main Street or any Artist.

7.5. Certificates. Kiowa Main Street shall provide certificates of insurance and endorsements to the Town upon request and before beginning work. Kiowa Main Street shall provide the Town written notice of cancellation, non-renewal, or material reduction in coverage within five (5) business days after Kiowa Main Street receives notice of such cancellation, non-renewal, or reduction.

7.6. No Limitation. Insurance obligations do not limit Kiowa Main Street's indemnity, defense, reimbursement, repair, replacement, or other obligations to the Town under this Agreement.

## 8. Indemnification; Risk Allocation

8.1. Kiowa Main Street Indemnity. To the maximum extent permitted by law, Kiowa Main Street shall indemnify, defend, and hold harmless the Town and its elected and appointed officials, officers, employees, agents, representatives, insurers, successors, and assigns from and against any and all claims, demands, actions, damages, losses, liabilities, judgments, fines, penalties, liens, costs,

and expenses, including reasonable attorney fees and expert fees, arising out of or related to: (a) this Agreement; (b) Kiowa Main Street's or any Artist's acts, omissions, negligence, willful misconduct, or breach of this Agreement; (c) any Mural design, content, installation, maintenance, repair, restoration, modification, covering, removal, or related activity; (d) any bodily injury, death, illness, workers' compensation claim, employment claim, wage claim, tax claim, personal injury claim, or property damage claim asserted by or on behalf of any Artist; (e) any claim by an Artist for payment, royalties, fees, reimbursement, attribution, copyright, moral rights, Visual Artists Rights Act rights, licensing rights, or other Artist rights; (f) any alleged infringement, misappropriation, or violation of intellectual property, publicity, privacy, contractual, or personal rights; (g) any lien or encumbrance arising from Kiowa Main Street's or any Artist's activities; (h) Kiowa Main Street's failure to obtain required insurance, permits, approvals, waivers, licenses, or consents; and (i) any violation or impairment of the Mural Easement Agreement caused by Kiowa Main Street or any Artist.

8.2. Artist Indemnities. Kiowa Main Street shall require each Artist to provide indemnities for the benefit of the Town and Kiowa Main Street that are appropriate to the Artist's work and consistent with this Agreement.

8.3. Town Liability Limitations. The Town shall not be liable to Kiowa Main Street or any Artist for loss, damage, cost, delay, lost profits, lost donations, lost sponsorships, reputational harm, interruption, cancellation, removal, covering, alteration, replacement, or termination arising out of or related to the Town's exercise of rights under this Agreement or the Mural Easement Agreement, except to the extent liability cannot be waived under applicable law.

8.4. No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of any notice requirement, defense, limitation, immunity, or protection available to the Town or its elected or appointed officials, officers, employees, agents, representatives, insurers, successors, or assigns under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., or any other applicable law.

8.5. Survival. Kiowa Main Street's indemnification, defense, reimbursement, insurance, intellectual property, lien, and risk allocation obligations shall survive expiration or termination of this Agreement.

## **9. Costs; Funding**

9.1. Kiowa Main Street Costs. Unless otherwise agreed in a separate written agreement signed by the Town, Kiowa Main Street shall be solely responsible for all costs, expenses, charges, fees, taxes, reimbursements, and obligations arising from or related to Kiowa Main Street's activities, Artist engagement, materials, equipment, permits, insurance, safety measures, cleanup, maintenance, repair, restoration, modification, covering, removal, and project administration.

9.2. Sponsorships and Donations. Kiowa Main Street shall not represent that any sponsor, donor, funder, or contributor is endorsed by the Town or entitled to recognition on or near the Mural without the Town's prior written approval. Any sponsorship signage, donor recognition, branding, or promotional materials shall be subject to the Town's prior written approval.

## 10. Relationship of Parties

10.1. Independent Parties. Kiowa Main Street is an independent entity and is not an employee, agent, department, instrumentality, contractor, subcontractor, partner, joint venturer, or representative of the Town.

10.2. No Authority to Bind Town. Kiowa Main Street has no authority to bind the Town, incur obligations on behalf of the Town, waive Town rights, make representations for the Town, approve rights for the Underlying Owner, or modify the Mural Easement Agreement.

10.3. No Third-Party Beneficiaries. Except for the Town's elected and appointed officials, officers, employees, agents, representatives, insurers, successors, assigns, and other indemnified parties expressly protected under this Agreement, this Agreement is not intended to create rights in any third party, including any Artist, sponsor, donor, volunteer, contractor, subcontractor, property owner, tenant, occupant, or member of the public.

## 11. Default and Remedies

11.1. Default. Kiowa Main Street defaults under this Agreement if Kiowa Main Street fails to perform any obligation under this Agreement, violates any Town approval or instruction, causes or permits a violation of the Mural Easement Agreement, fails to maintain required insurance, fails to obtain required Artist agreements or rights, permits unsafe or unlawful work, or otherwise materially impairs the Town's rights or interests.

11.2. Town Remedies. Upon Kiowa Main Street's default, the Town may exercise any rights and remedies available at law or in equity, including suspension, termination, self-help, injunctive relief, specific performance, damages, reimbursement, removal of equipment, completion or correction of work, recovery of costs, and recovery of attorney fees to the extent permitted by law.

11.3. Cumulative Remedies. Rights and remedies under this Agreement are cumulative and may be exercised separately, concurrently, or successively. The Town's exercise or non-exercise of any remedy does not waive any other remedy.

11.4. Emergency Action. The Town may take immediate action without prior notice to protect public health, safety, or welfare; protect the Mural, Mural Wall, Easement Area, underlying property,

or Town rights; comply with law; prevent damage; remove an obstruction; respond to vandalism; or address an emergency or urgent condition.

## 12. Notices

12.1. Method. Any notice required or permitted under this Agreement shall be in writing and shall be delivered by personal delivery, nationally recognized overnight courier, or certified mail.

### If to the Town:

### If to Kiowa Main Street:

Town of Kiowa Attn: Town Administrator PO Box 237 404 Comanche Street Kiowa, CO 80117  Email: <a href="mailto:KBoyd@townofkiowa.com">KBoyd@townofkiowa.com</a>	Kiowa Main Street Attn: Board of Directors <b>[Contractor's Address]</b>
With Copy to:  Kiowa Town Attorney Michow Guckenberger & McAskin LLP 5299 DTC Boulevard, Suite 300 Greenwood Village, Colorado 80111  Email: <a href="mailto:JMyers@mgmfirm.com">JMyers@mgmfirm.com</a>	With Copy to:

12.2. Change of Address. A Party may change its notice address by giving written notice to the other Party.

12.3. Effective Date of Notice. Notice shall be deemed given upon delivery, refusal of delivery, or three (3) business days after deposit in the United States mail, postage prepaid, whichever occurs first.

## 13. Miscellaneous

13.1. Entire Agreement. This Agreement, together with the Mural Easement Agreement as incorporated by reference for purposes of defining and limiting the licensed rights, contains the entire agreement between the Parties regarding the license granted to Kiowa Main Street and supersedes all prior negotiations, understandings, or agreements regarding that subject matter.

13.2. Amendment. This Agreement may be amended only by a written instrument signed by both Parties.

13.3. Assignment. Kiowa Main Street shall not assign, delegate, sublicense, transfer, encumber, or otherwise convey any right or obligation under this Agreement without the Town's prior written consent. Any attempted assignment without the Town's consent is void. Kiowa Main Street may engage Artists in accordance with this Agreement, but such engagement does not assign or sublicense this Agreement and does not release Kiowa Main Street from any obligation.

13.4. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising out of or relating to this Agreement shall be in a court of competent jurisdiction for Elbert County, Colorado.

13.5. Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

13.6. No Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom the waiver is asserted. No waiver of any breach shall waive any other or later breach.

13.7. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one instrument. Electronic or scanned signatures shall be effective for all purposes.

13.8. Authority. Each person signing this Agreement represents that the person has authority to sign and bind the Party on whose behalf the person signs.

13.9. Construction. The headings in this Agreement are for convenience only and do not affect interpretation. The words "including" and "include" mean "including without limitation."

13.10. Order of Control. If there is a conflict between this Agreement and the Mural Easement Agreement, the Mural Easement Agreement controls as to the scope, duration, limits, and enforceability of the Town's easement rights, and this Agreement controls as between the Town and Kiowa Main Street regarding Kiowa Main Street's license and obligations.

*{Signature pages follow.}*

The Parties have executed this Art Mural License Agreement as of the Effective Date.

**TOWN OF KIOWA, COLORADO:**

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

Printed Name: \_\_\_\_\_

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

Date of execution: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM (*excluding exhibits*):

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

**KIOWA MAIN STREET PROGRAM:**

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

Printed Name: \_\_\_\_\_

Title: Board Chair/President

Date of execution: \_\_\_\_\_