



Conferencing Access Information: This is viewing only access.

<https://us06web.zoom.us/j/2471968228?pwd=and3VXI3ZzdvRTBwMCs0bXhBcW9Mdz09&omn=83383446203>

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

AGENDA

Invocation/Pledge of Allegiance

Call to Order/Roll Call

Agenda Consent

- A. Approval of Agenda

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.

Public Hearing

A. SPECIAL EVENT LIQUOR PERMIT

- 1) Ruckus in the Rockies (Event Date: September 13th and 14th) - Annette Humphrey

B. REVOCATION OF EMERGENCY ORDINANCE 4, SERIES 2025:

- 1) ORDINANCE NO. 5, SERIES 2025 - AN AMENDMENT OF THE EMERGENCY ORDINANCE NO. 4, SERIES 2025 ESTABLISHING A TEMPORARY MORATORIUM IN TOWN CENTER FOR ANY ADDITIONAL BUSINESSES., OFFICES OR OTHER NON-REVENUE PRODUCING ACTIVITIES; AND DECLARING AN EMERGENCY FOR THE TOWN OF KIOWA, COLORADO

**C. FRANCHISE AGREEMENT RENEWAL WITH CORE ELECTRIC - Robert Osborn,
Director of Business Development with CORE:**

- 1) ORDINANCE NO. 6, SERIES 2025 - AN ORDINANCE GRANTING A FRANCHISE BY THE TOWN OF KIOWA, ELBERT COUNTY, COLORADO TO THE CORE ELECTRIC COOPERATIVE, PREVIOUSLY KNOWN AS INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION (IREA), ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, PURCHASE ACQUIRE, LOCATE, MAINTAIN, OPERATE, AND EXTEND INTO, WITHIN AND THROUGH SAID TOWN, PLANTS, WORKS, SYSTEMS AND FACILITIES FOR THE GENERATION, TRANSMISSION, AND DISTRIBUTION OF ELECTRICAL ENERGY BY MEANS OF CONDUITS, WIRES, CABLES, POLES, AND STRUCTURES, OR OTHERWISE, ON, OVER, UNDER, ALONG, AND ACROSS ALL PUBLIC AND DEDICATED STREETS, ALLEYS, VIADUCTS, BRIDGES, ROADS, LANES, PUBLIC WAYS, AND OTHER PUBLIC PLACES IN SAID TOWN OF KIOWA; TO SELL, FURNISH, AND DISTRIBUTE SAID PRODUCTS TO THE TOWN AND THE INHABITANTS THEREOF.

D. ORDINANCE TAX INCREASE:

- 1) ORDINANCE NO. 7, SERIES 2025 - TOWN OF KIOWA, COLORADO, AN ORDINANCE OF THE TOWN OF KIOWA, COLORADO REFERRING A BALLOT MEASURE TO THE REGISTERED ELECTORS OF THE TOWN OF KIOWA AT THE NOVEMBER 4, 2025, ELECTION REGARDING IMPLEMENTING A LODGING TAX OF 1.0% TO FUND TOWN INFRASTRUCTURE IMPROVEMENTS
- 2) ORDINANCE NO. 8, SERIES 2025 - TOWN OF KIOWA, COLORADO, AN ORDINANCE OF THE TOWN OF KIOWA, COLORADO REFERRING A BALLOT MEASURE TO THE REGISTERED ELECTORS OF THE TOWN OF KIOWA AT THE NOVEMBER 4, 2025, ELECTION REGARDING INCREASING SALES TAX FROM 1.5% TO 2.5% WITH UP TO FIFTY PERCENT FOR CONSTRUCTION AND MAINTENANCE OF ROADS, STREETS, RIGHTS-OF-WAY AND FIFTY PERCENT (50%) TO A CAPITAL IMPROVEMENT FUND FOR ALL OTHER TOWN INFRASTRUCTURE IMPROVEMENTS
- 3) ORDINANCE NO. 9, SERIES 2025 - TOWN OF KIOWA, COLORADO, AN ORDINANCE OF THE TOWN OF KIOWA, COLORADO REFERRING A BALLOT MEASURE TO THE REGISTERED ELECTORS OF THE TOWN OF KIOWA AT THE NOVEMBER 4, 2025, ELECTION REGARDING INCREASING THE LOCAL USE TAX 1.5% TO 2.5% WITH UP TO FIFTY PERCENT (50%) FOR CONSTRUCTION AND MAINTENANCE OF ROADS, STREETS, RIGHTS-OF-WAY AND FIFTY PERCENT (50%) TO A CAPITAL IMPROVEMENT FUND FOR ALL OTHER TOWN INFRASTRUCTURE IMPROVEMENTS

E. ORDINANCE AMENDING TOWN CHARTER:

- 1) ORDINANCE NO. 10, SERIES 2025 - AN ORDINANCE APPROVING BALLOT QUESTION TO THE ELECTORS OF THE TOWN OF KIOWA TO AMEND THE TOWN CHARTER, ARTICLE III, SECTION 3.07, COMPENSATION FOR BOARD MEMBERS FOR THE TOWN OF KIOWA, COLORADO

F. ORDINANCE AMENDING MUNICIPAL SIGN CODE:

- 1) ORDINANCE NO. 11, SERIES 2025 - AN ORDINANCE OF THE TOWN OF KIOWA, ELBERT COUNTY, COLORADO, AMENDING THE TOWN OF KIOWA ZONING CODE, CHAPTER 16, ARTICLE XIV – SIGN CODE, TOWN OF KIOWA, COLORADO

New Business

- A. RESOLUTION NO. 10, SERIES 2025 - A RESOLUTION SUPPORTING THE MEMORANDUM OF UNDERSTANDING AGREEMENT TO THE COLORADO ENERGY OFFICE ENERGY PERFORMANCE CONTRACTING PROGRAM

Staff Reports

- A. Mayor
- B. Board of Trustees
- C. Town Attorney
- D. Town Administrator
 - 1) Activity report from the Sheriff's Office for 2024 through YTD 2025
 - 2) Update on SH-86 Storm Drainage and Sidewalk Improvement Project
 - 3) Grant(s) update
- E. Public Works
- F. Code Enforcement
 - 1) 2nd QTR Report

Consent Items

- A. Approval of Minutes of July 8, 2025, Monthly Meeting minutes and July 22, 2025, Special Meeting minutes
- B. Expenditures for Year-to-Date 2025

Old Business

Discussion/Communications

- A. Ruth Borne's resignation as Town legal counsel

Adjourn

Agenda Approved By:

**Theresa "Terry" Howard
Mayor, Town of Kiowa**

Date Posted:

August 11, 2025

Time Posted 4:00 PM



Annette Humphrey, Secretary
Rocky Mountain Jack Russell Terrier Network
4996 W 61st Pl
Arvada, CO 80003
303-429-3776
abcharron@comcast.net
<https://www.rmjrtn.org/>

June 26, 2025

Town of Kiowa
404 Comanche St.
Kiowa, CO 80117
Attn: Theresa Howard
RE: Special Event Liquor Licensing Requests

Dear Mayor Howard:

Please accept this letter on the behalf of the Town Board of Kiowa for a Liquor Licensing request for Ruckus in the Rockies, two JRTCA sanctioned Jack Russell Terrier Trials to be held Saturday, September 13 – Sunday, September 14, 2025.

We are requesting Licensing for these local events and we will do our very best to ensure that all rules and laws are adhered to.

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

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

If you have any questions or further direction you wish for us to take please call or email at your earliest convenience.

Thank you so much for your consideration.

Respectfully,

Annette Humphrey

Annette Humphrey, Secretary
Rocky Mountain Jack Russell Terrier Network

The Rocky Mountain Jack Russell Terrier Network is a 501c3 charitable organization.

Application for a Special Events Permit

Liquor Permit Number (Do Not Fill Out)

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

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

LIAB Type of Special Event Applicant is Applying for:

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

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

Rocky Mountain Jack Russell Terrier Network 20061182032

Mailing Address of Organization or Political Candidate

1596 County Road 150

City	State	ZIP Code
Elizabeth	CO	80107

Address of Place to Have Special Event

215 Comanche Street

City	State	ZIP Code
Kiowa	CO	80117

Authorized Representative of Qualifying Organization or Political Candidate

Annette Humphrey

Date of Birth (MM/DD/YY)

Phone Number

[Redacted] [Redacted]

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

[Redacted]

City	State	ZIP Code
[Redacted]	CO	80003

Event Manager

Darlene McInnes

Date of Birth (MM/DD/YY)

Phone Number

Event Manager Home Address

1596 County Road 150

City

State

ZIP Code

Elizabeth

CO

80107

Email Address of Event Manager

darlene@ranchofiasco.com

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

Yes No

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

No Yes, How many days?

2

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

No Yes, License Number

Elbert County Fairgrounds

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

Yes No

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

Date	Date
09/13/25	09/14/25

From:	To:	From:	To:
0700 1000	2200 2359	0700 1000	2000 1800

Date	Date

From:	To:	From:	To:

Date	Date

From:	To:	From:	To:

Date	Date

From:	To:	From:	To:

Date	Date

From:	To:	From:	To:

Date	Date

From:	To:	From:	To:

Date	Date

From:	To:	From:	To:


Date	Date

From:	To:	From:	To:

Oath of Applicant

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

Title
RMJRTN Secretary

Signature  Annette Humphrey Date (MM/DD/YY)
06/26/2025

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

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

Therefore, this Application is Approved.

Local Licensing Authority (City or County)
 City County

Telephone Number of City/County Clerk

Title

Signature Date (MM/DD/YY)

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

Liability Information

License Account Number Liability Date

State Total
 -750 (999) \$.00

Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

- Appropriate fee.
 - Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
 - Copy of deed, lease, or written permission of owner for use of the premises.
 - Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
 - If not incorporated, a NONPROFIT charter; **or**
 - If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.
-
- Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
 - Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
 - State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
 - Check payable to the Colorado Department Of Revenue

Qualifications for Special Events Permit

(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.



Elbert County Fairgrounds Special Event Liquor Request Form

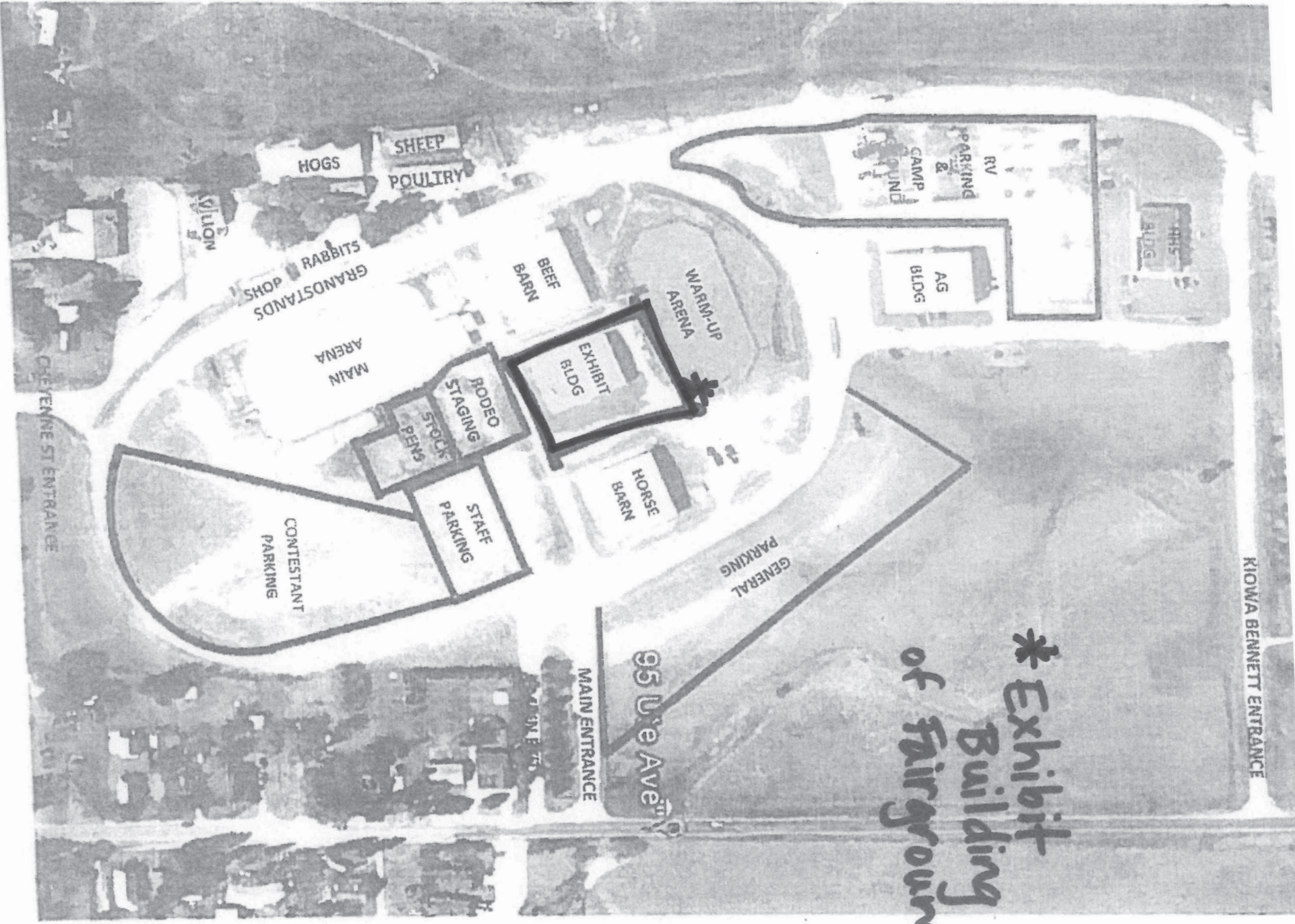
Brief Description of Event	Jack Russell Terrier Dog Trial
Name of the Event	Ruckus in the Rockies
Name of Organization or Individual	AMJRTN - Rocky Mountain Jack Russell Terrier Network
Mailing Address	1596 CR 150 Elizabeth, CO 80107
Name of Lead Contact	Darlene McInnes/Annette Humphrey
Phone Number of Lead Contact	(303) 475-5550
Email Address of Lead Contact	darlene@ranchofiasco.com
Rental Date(s)	9/13/25, 9/14/25
Signature of Responsible Party	

Information Regarding Alcohol Request:

Alcohol will be: Sold _____ Complimentary X
How will age identification be controlled? Vendor TBD
Who will be serving/monitoring alcoholic beverages consumed? Vendor

Please provide a copy of your Colorado State Liquor License, Town permit and Certificate of Insurance

Application has been approved by: _____
Signature of County Manager: Date: 16 July 2025



* Exhibit Building of Fairgrounds

Charitable organization

Name	ROCKY MOUNTAIN JACK RUSSELL TERRIER NETWORK		
Other names (DBAs)			
Status	Good as of 08/08/2024		
Expires on	08/15/2025	Initial registration	01/19/2023
Registration #	20233001201	Established	05/02/2006, Colorado
EIN	88-3137244	Form	Corporation
Street	1596 COUNTY ROAD 150, ELIZABETH, CO 80107		
Mailing			
County	DOUGLAS		
Phone	7329080930		
Website	WWW.RMJRTN.ORG		
NTEE codes	ANIMALS		
Charitable purpose	THE ROCKY MOUNTAIN JACK RUSSELL TERRIER NETWORK'S PURPOSE IS TO PROTECT, AND PRESERVE THE WORKING JACK RUSSELL TERRIER. WE PROVIDE EDUCATION REGARDING THE BREED AND HOLD EVENTS WHERE OWNERS CAN WORK THEIR TERRIERS.		
Tax-exempt code	501(C)(3)		
Donations tax deductible?	Yes		

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Rocky Mountain Jack Russell Terrier Network

is a

Nonprofit Corporation

formed or registered on 05/02/2006 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20061182032 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/25/2025 that have been posted, and by documents delivered to this office electronically through 06/26/2025 @ 13:16:21 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/26/2025 @ 13:16:21 in accordance with applicable law. This certificate is assigned Confirmation Number 17441025 .



Jena Griswold

Secretary of State of the State of Colorado

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

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

RUCKUS In the ROCKIES

Two JRTCA Sanctioned Trials

SEPTEMBER 13 & 14 2025

ELBERT COUNTY FAIRGROUNDS

215 Comanche Street - Kiowa, CO 80117

RACING

Brent Hopkins

CONFORMATION

John Broadhurst
Janon Frei

GTG & SE

Mike Bilbo
Erin Schwartzkopf

URBAN WARFARE

Jacob Trujillo

BARN HUNT THUNDER TUNNEL

Christy Doyen

LURE COURSE

Whitey Cox

Trial Chairs - Darlene McInnes - Annette Humphrey
Trial Secretary - Tracy Flora

* SILENT AUCTION * YARD SALE * CHILD/YOUTH *
* LURE COURSING * FRIDAY EVENING FUN RUNS *
SATURDAY EVENING DINNER

Rocky Mountain Jack Russell Terrier Network

RMJRTN.ORG

Register Online at

V3.TRIALVAULT.DOG

Online Flyer, Complete Information, and Entry



Nationally Sanctioned by the Jack Russell Terrier Club of America *JRTCA Rules apply
Exhibitors and owners of terriers entered in sanctioned events must be current JRTCA members

SPECIAL EVENT LIQUOR PERMIT -- TOWN OF KIOWA

Please submit the following:

- ✓ 1. Wherever the event will be held, you will need a **PERMISSION REQUEST** form signed by an official or owner of property.
- ✓ 2. You will need to present a **letter of request** to the Board stating date, time, about the event and how the laws will be enforced by contacting the local sheriff's department about the event.
- ✓ 3. Online print out a **DR8439** through the Colorado Department of Revenue website -- fill out and go through the check list.
- ✓ 4. **Diagram** of the area to be licensed outlined in bold.
- ✓ 5. Print out a **Certificate of Fact of Good Standing** through the Secretary of State on your **Nonprofit Corporation/Organization**.
- ✓ 6. Submit 30 days prior to the event to:

The Town of Kiowa
404 Comanche St.
Kiowa, CO 80117

The Special Event Liquor Permit fee is **\$100.00** made payable to **The Town of Kiowa** and needs to be paid at the time the application is submitted.

* Figure out your timeline as the Board of Trustees only meets on the 2nd Tuesday of each month to approve the permit.

Once application is submitted, and fee is paid you will pick up a **NOTICE** that will need posted at event site 10 days prior to the Board of Trustees meeting.

The evening of the Public Hearing (Board of Trustees Meeting) if approved you will receive your signed License. If your request is denied you will not be able to have liquor at your even.

Please call with any questions -- 303-621-2366

**TOWN OF KIOWA, COLORADO
EMERGENCY ORDINANCE NO. 5, SERIES 2025**

**AN AMENDMENT OF THE EMERGENCY ORDINANCE NO. 4, SERIES 2025
ESTABLISHING A TEMPORARY MORATORIUM IN TOWN CENTER FOR ANY
ADDITIONAL BUSINESSES, OFFICES OR OTHER NON-REVENUE PRODUCING
ACTIVITIES; AND DECLARING AN EMERGENCY FOR THE TOWN OF
KIOWA, COLORADO**

WHEREAS, the Town of Kiowa, Colorado (“Town”) is a home rule municipality existing pursuant to the laws of the Colorado Constitution, the Colorado Revised Statutes and the Town's Home Rule Charter; and

WHEREAS, Article VI, Section 6.04 of the Kiowa Charter allows for the adoption of an emergency ordinance when the Town Board of Trustees determines that the ordinance is necessary to the immediate preservation of the public peace, health and safety and includes such a declaration within the ordinance and adopted by an unanimous affirmative vote of all the members of the Town Board of Trustees; and

WHEREAS, on May 21, 2025, pursuant to C.R.S. §31-15-103 and §31-15-104, and pursuant to the home rule powers of the Town, the Town Board of Trustees unanimously approved Emergency Ordinance No. 4, Series 2025 to provide for the safety, preserve the health, promote the prosperity, order, comfort, and convenience of its inhabitants; and

WHEREAS, since the adoption of Ordinance No. 4, Series 2025, the Town of Kiowa community has expressed concerns with the impact of limiting existing offices, tenants, owners, developers, or purchasers in Town Center and local government, specifically Elbert County, seeking office space; and

WHEREAS, on July 22, 2025, the Board of Trustees held a Special Meeting and public hearing on these exceptions to Ordinance No. 4, Series 2025, to address the concerns of the community and incorporate all the other provisions of Ordinance No. 4, Series 2025; and

WHEREAS, after public hearing and comment, the Board of Trustees approved a motion to revoke this Ordinance and Ordinance No. 4, Series 2025.

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

Section 1. Recitals Incorporated. The above and foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Town Board of Trustees.

Section 2. Ordinance No. 4, Series 2025, An Emergency Ordinance, is hereby revoked, effective immediately.

Section 3. This Ordinance, referred to as Ordinance No. 5, Series 2025, was denied by a majority of the Board of Trustees and has no force or effect.

Section 4. Severability. If any provision of this Ordinance, or the application of such provision to any person or circumstance, is for any reason held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. The Town Board of Trustees hereby declares that it would have passed this Ordinance and each provision thereof, even though any one of the provisions might be declared unconstitutional or invalid. As used in this Section, the term “provision” means and includes any part, division, subdivision, section, subsection, sentence, clause, or phrase; the term “application” means and includes an application of an ordinance or any part thereof, whether considered or construed alone or together with another ordinance or ordinances, or part thereof, of the Town.

Section 5. Safety Clause and Authority. The Town Board of Trustees hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Kiowa, that it is enacted for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and the protection of public convenience and welfare. The Town Board of Trustees further determines that the Ordinance bears a rational relation to the proper legislative purpose sought to be obtained. The Town Board of Trustees further finds, determines, and declares that it has the power to adopt this Ordinance pursuant to the Local Government Land Use Control Enabling Act, C.R.S. 29-20-101 et. seq.

Section 6. Publication. The Town Clerk is ordered to publish this Ordinance revoking Ordinance No. 4, Series 2025, and denying Ordinance No. 5, Series 2025, in accordance with Article 6 of the Kiowa Charter.

Passed by a majority and ordered published, said publication of the Ordinance in its entirety and published one time in a local newspaper of general circulation; with the entirety of

the Ordinance also posted at Town Hall.

INTRODUCED, and **ADOPTED** by a majority vote of _____ for and _____ against and **ORDERED PUBLISHED BY TITLE** ten (10) days from approval this 12th day of August 2025.

TOWN OF KIOWA, COLORADO

Theresa Howard, Mayor

ATTEST:

Sasha Davidson, Town Clerk

APPROVED AS TO FORM:

/s/ Ruth Borne

Ruth Borne, Town Attorney



**ORDINANCE NO. 6, SERIES 2025
TOWN OF KIOWA, COLORADO**

AN ORDINANCE GRANTING A FRANCHISE BY THE TOWN OF KIOWA, ELBERT COUNTY, COLORADO TO CORE ELECTRIC COLLABORATIVE, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, PURCHASE ACQUIRE, LOCATE, MAINTAIN, OPERATE, AND EXTEND INTO, WITHIN AND THROUGH SAID TOWN, PLANTS, WORKS, SYSTEMS AND FACILITIES FOR THE GENERATION, TRANSMISSION, AND DISTRIBUTION OF ELECTRICAL ENERGY BY MEANS OF CONDUITS, WIRES, CABLES, POLES, AND STRUCTURES, OR OTHERWISE, ON, OVER, UNDER, ALONG, AND ACROSS ALL PUBLIC AND DEDICATED STREETS, ALLEYS, VIADUCTS, BRIDGES, ROADS, LANES, PUBLIC WAYS, AND OTHER PUBLIC PLACES IN SAID TOWN OF KIOWA; TO SELL, FURNISH, AND DISTRIBUTE SAID PRODUCTS TO THE TOWN AND THE INHABITANTS THEREOF AND FURTHER AMENDING PROVISIONS OF THE KIOWA MUNICIPAL CODE, ARTICLE III, ELECTRIC FRANCHISES

WHEREAS, the Town of Kiowa, Colorado (“Town”) is a home rule municipality existing pursuant to the laws of the Colorado Constitution, the Colorado Revised Statutes, and the Town's Home Rule Charter; and

WHEREAS, the Town of Kiowa Charter, Article IX, Public Utilities and Franchises provides the authority for the Town of Kiowa to enter into franchise agreements; and
WHEREAS, Article III, Electric Franchise of the Kiowa Municipal Code provides for the terms, conditions and requirements for an electric franchise agreement; and

WHEREAS, the Town of Kiowa entered into an Electric Franchise Agreement with Intermountain Rural Electric Association, a Colorado corporation, now known as Core Electric Cooperative (“CORE”) on June 12, 2001, by adopting Ordinance 2001-06; and

WHEREAS, the CORE Franchise Agreement expires on June 6, 2026; and

WHEREAS, the Town and CORE have agreed to enter into a 20-year franchise agreement implementing a 3% assessment for all members; and

WHEREAS, Article III, Electric Franchise of the Kiowa Municipal Code was originally adopted by Ordinance 38 in 1976 with amendments thereto; and

WHEREAS, the Town seeks to approve a new Electric Franchise Agreement with CORE, which is attached hereto “CORE FRANCHISE AGREEMENT” for a period of twenty (20) years commencing as of the effective date hereof (2025-2045) and incorporated herein; and

WHEREAS, the Town seeks to update the provision of Article III, Electric Franchise

of the Kiowa Municipal Code as set forth herein.

WHEREAS, the Board of Trustees held a public hearing and received public comment on the CORE Electric Franchise Agreement and revisions to the Kiowa Municipal Code, Article III, Electric Franchises.

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

Section 1. Recitals Incorporated. The above and foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Town Board of Trustees.

Section 2. Article II, Electric Franchise, Kiowa Municipal Code Amendments. The provisions of Article III, Electric Franchise, and the following provisions are hereby amended to allow for electric franchise agreements to establish the terms and conditions required of the company providing the electric franchise to the Town as follows:

ARTICLE III - Electric Franchise

1. DEFINITIONS. As used in this Agreement, the following definitions shall apply in addition to those defined elsewhere herein:

1.1 **“Company”** means CORE Electric Cooperative, a Colorado cooperative electric association having a principal place of business at 5496 N. U.S. Highway 85, Sedalia, Colorado 80135, and its successors and assigns, if any, approved by the Town pursuant to Section 6.1 (Assignment).

1.2 **“Facilities”** means lines, poles, conduits, cables, switches, transformers, voltage regulators, and related equipment used or for use in connection with the transmission and/or distribution of electricity.

1.3 **“Gross Revenue”** means any and all revenue derived by Company under authorized rates, temporary or permanent, within the Service Territory from the sale of electrical energy to customers other than the Town and other than any federal, state, or local governmental entities, after the net write-off of uncollectible accounts or corrections of bills theretofore rendered.

1.4 “**Service Territory**” means that part of the Town, including territory hereafter annexed to the Town, for which Company has been granted a certificate of public convenience and necessity (CPCN) by the Colorado Public Utilities Commission (PUC).

1.5 “**Town**” means the Town of Kiowa, Elbert County, Colorado, having a principal place of business at 404 Comanche Street, Kiowa, Colorado 80117.

2. RIGHTS

2.1 **Grant of Authority.** The Town hereby grants to Company the franchise right, privilege, and authority to construct, purchase, acquire, locate, maintain, operate, and extend Facilities into, within, and through the Town and to sell, furnish, and distribute electrical energy within the Service Territory. The Town hereby authorizes Company to provide such service on, over, under, along, and across all public and dedicated streets, alleys, viaducts, bridges, roads, lanes, public ways, and other public places in the Town, and on, over, under, along, and across any extension, connection with or continuation of the same, and on

2.2 , over, under, along, and across all new public and dedicated streets, alleys, viaducts, bridges, roads, lanes, public ways, and other public places as may be hereafter laid out, opened, located, or constructed within the Service Territory now or hereafter included in the boundaries of the Town, in accordance with the terms set forth herein.

2.3 **Manner of Use; Repair.** The Town further grants Company the right, privilege, and authority to excavate in, occupy, and use any and all public and dedicated streets, alleys, viaducts, bridges, roads, lanes, public ways, and other public places under the supervision of properly constituted Town authority, except parks and open spaces, for the purpose of bringing electrical energy into, within, and through the Town

and supplying electrical energy to and within the Service Territory; provided, however, that Company shall locate its Facilities within the Town so as to cause minimum interference with the proper use of streets, alleys, and other public ways and places and to cause minimum interference with the rights or reasonable convenience of property owners whose property adjoins any of the said public and dedicated streets, alleys, or other public ways and places. Should it become necessary for Company, in exercising its rights and performing its duties hereunder, to interfere with any sidewalk, graveled or paved streets, or public place or any other public improvement, Company shall repair the same in a workmanlike manner, in accordance with and subject to the then-applicable agreements of the Town. Company shall use due care not to interfere with or damage any water mains, sewers, or other structures in said public and dedicated streets, alleys, or other public places. The Company shall obtain advance, written approval of the Town, which approval will not be unreasonably withheld, before performing any work in parks or open spaces under the Town's authority.

- 2.4 **New Construction.** All new construction shall comply with all applicable laws, including the Town's right-of-way regulations and building and land use codes. All applicable permits, including excavation, street cut permits, and right-of-way permits, shall be obtained and paid for by Company in compliance with Town agreements and codes. For purposes of emergency response planning, before constructing any new substation Facilities, Company shall provide to the Town the plans and a description of the proposed location of the substation Facilities. Such plans shall include a general map of the proposed location of any new substation Facilities but

need not include a global positioning map or maps of like character.

2.5 Relocation of Company Facilities Located in Public Right-of-Way.

The cost of relocation of Company Facilities located within the Town shall be borne as follows:

2.5.1 Company Facilities located within the public right-of-way will be relocated by Company at its own cost and expense when such relocation is necessary to permit the Town to change street grades or to permit construction, expansion, or repair of Town-owned public improvements.

2.5.2 Company shall have no obligation to relocate at its expense any of its Facilities located on private property, private easements, or private rights-of-way, however acquired.

2.5.3 If the Town abandons or vacates any public right-of-way in which Company has located Facilities, the Town agrees to exercise its authority to reserve the rights granted to Company by this Agreement; provided, however, that Company shall remove and, if necessary, relocate such Facilities to the nearest or most practicable public right-of-way at the request of a property owner burdened by such reservation if the property owner pays the actual cost of the removal and relocation.

2.6 Indemnification. In the construction, installation, repair, operation, and maintenance of its Facilities, Company shall use reasonable precautions to avoid damage or injury to persons or property. Company shall indemnify the Town from all such damage, injury, or expense caused by any act or failure to act by Company, its officers, agents, and employees, in connecting, installing, repairing, and maintaining any

of its Facilities or in excavating the public streets and highways or public grounds of the Town, including the paving, repaving, or repairing of any of the public streets, highways, or public property of the Town. If the Town is notified of any claim asserted by any person, entity, or corporation for damages or injuries to person or property on account of the installation, operation, maintenance, or repairs of Company Facilities in the Town, the Town shall promptly notify Company of such claim, and Company, its successors, and assigns shall defend such claim and pay all final judgments entered on any such claim. Company shall have the right to retain counsel of its choice to defend any such claim and may settle or compromise any such claim, in its discretion.

2.7 **Right to Inspect.** The Town shall have the right to inspect any and all Facilities owned and operated by Company located within the boundaries of the Town, for any proper purpose under this Agreement. Any inspection shall be conducted during normal business hours upon reasonable written notice specifying the purpose of the inspection and with Company escort if requested by Company.

2.8 **Use of Facilities by Town.** The Town shall have the right to petition Company to use any of Company's poles and appropriate overhead structures within the Town limits for any reasonable Town purpose directly related to the conduct of municipal business; provided, however, that if Company grants permission for the Town to use any of Company's poles or structures within the Town limits, Company will assume no liability of any nature therefor, directly or indirectly, or incur any expense by virtue of the use by the Town of the poles and structures. Further, the use by the Town shall in no way interfere with

Company's use of its poles and structures in providing electric service within the Town or with the use of its poles and structures by any telecommunications company authorized by Company to use the poles and structures. The Town shall remove or relocate any lines or equipment attached to Company's poles or structures, at the Town's expense, if requested by Company to do so to accommodate any repair, replacement, or improvement to Company Facilities. Any provision of this Section 2.8 to the contrary notwithstanding, the Parties agree that the Town shall be entitled to use the Company's poles and appropriate overhead structures for the placement of banners connected with Town related events. Town shall have the right to petition Company for such use, and such use shall not be unreasonably withheld, provided the Town's banners do not interfere with the operation of the Company's poles or structures. Company will assume no liability of any nature therefor, directly or indirectly, or incur any expense by virtue of the use by the Town of the poles and structures for placements of banners.

2.9 **Service Interruptions.** Company will identify an online resource and/or a contact person sufficient to enable the Town to obtain current information regarding service interruptions within the Service Territory. Upon the Town's request, Company shall make available its records showing the date, time, duration, cause, extent, and remedial action as to interruptions within the Service Territory and/or provide available data regarding average frequency and duration of interruptions system-wide and as to those substation service areas covering the Service Territory.

2.10 **Streetlights.** Unless (and only to the extent) otherwise agreed during the

term of this Agreement, Company shall continue to own and maintain streetlights located in public rights-of-way and public places controlled by the Town and shall install such additional streetlights as the Town may require from time to time, in accordance with Company's Rates and Regulations, and Company shall maintain and provide to the Town upon request an inventory showing the number and location of all such streetlights. Regardless of ownership, the Town shall pay Company for electricity used by all such streetlights, which usage shall not be subject to the franchise fee specified herein. Company shall not be required to assume ownership of, nor shall the Town be required to purchase electricity for, any light owned by any homeowners' association (HOA) or other third party, whether private or governmental, regardless of whether such HOA or third party has lights in public rights-of-way or public places.

2.11 Exchange of Information.

2.11.1 Company shall provide to the Town, upon the Town's request and no more than once per calendar year, a list of Company customers within the Town.

2.11.2 The Town shall promptly notify Company of all changes to its boundaries and shall provide Company with maps accurately showing such changes.

2.11.3 Company shall at all times maintain and shall provide to the Town on request a map or set of maps showing the location of Company substations within the Town. As-built maps shall be available at Company's offices for inspection by the Town's authorized representative(s) or agent(s) and made available during the course of technical inspections as reasonably

conducted by the Town. Such map(s) shall be a general positioning map for purposes of emergency response planning and need not be a global positioning map or map of like character.

2.12 **Police Power Reserved.** The Town reserves the right to adopt, from time to time, in addition to the provisions herein, such ordinances as may be deemed necessary in the exercise of its police power, provided that such ordinances shall be reasonable, not destructive of the rights granted herein, and not in conflict with the laws of the State of Colorado or with orders of other authorities having jurisdiction.

3. RATES AND REGULATIONS

3.1 **Rates.** Company shall furnish electric energy within the Service Territory and any addition thereto at the rates and under the terms and conditions set forth in the Rates and Regulations promulgated by the Board of Directors of Company, as amended from time to time.

3.2 **Regulations.** Company from time to time may promulgate such regulations, terms, and conditions governing the conduct of its business, including the use of electrical energy and payment therefor, and the interference with or alteration of any of Company's property upon the premises of its customers, as shall be necessary to ensure continuous and uninterrupted service to each and all of its customers and the proper measurement thereof and payment therefor, provided that Company shall publish its Rates and Regulations, including such revisions thereto as are adopted by Company from time to time.

3.3 **No Discrimination.** Company shall not, as to rates, charges, services, Facilities, rules, regulations, or in any other respect, make or grant any

preference or advantage to any corporation or person or subject any corporation or person to any prejudice or disadvantage, provided that nothing in this section shall be taken to prohibit the establishment from time to time of a graduated scale of charges and classified rate schedules to which any customer coming within an established classification would be entitled.

3.4 **Extensions.** Company will from time to time during the term of this franchise make such enlargements and extensions of its Facilities as reasonably necessary to serve the Service Territory consistent with Company's Rates and Regulations. The Town will not hinder or impede Company's efforts to fulfill this obligation.

4. **FRANCHISE FEES**

4.1 **Franchise Payment.** As further consideration for this franchise, and in lieu of all occupancy, occupation, and license taxes or other taxes on the rights to do business, or other special taxes, assessments, or excises upon the property of Company (except uniform taxes or assessments applicable to all taxpayers or businesses, including excavation and road cut fees), Company shall pay to the Town, for the period from the Effective Date of this Agreement to the termination of this franchise, a franchise fee equal to three percent (3%) of annual Gross Revenue derived from the sale of electric energy to each customer at any location within the Service Territory.

4.2 **Franchise Fee Adjustment.** Not more often than once in any twelve-month period, the Town may change the franchise fee, upon adoption of an ordinance to that effect and written notification to Company. No such change shall increase the percentage set forth in Section 4.1 or allowed by Section 4.7, whichever is greater.

- 4.3 **Payment Schedule.** Unless otherwise specifically provided herein, payment of the franchise fee accruing after the Effective Date of this Agreement shall be made in monthly installments not more than thirty (30) days following the close of the month. Initial and final payments shall be prorated for the portions of the months, if any, at the beginning and end of the term of this Agreement.
- 4.4 **Payment Adjustment.** In the event that the Gross Revenue of Company for any period of time during the term of this franchise is reduced as a result of a customer refund or write-off of uncollectible accounts after payment of the franchise fee for that period, Company shall be entitled to a credit toward further payments for all franchise payments paid in excess of the franchise fee based on Company's Gross Revenue as so reduced.
- 4.5 **Audit.**
- 4.5.1 If the Town requests, Company shall provide a detailed accounting of the correctness of paid Franchise Fees identified in Section 4 and the 1% Allotments identified in Sections 2.5.1 and 2.5.4; provided, however, that the Town may make such request for detailed accounting no more than once every three (3) years.
- 4.5.2 If requested, such first detailed accounting will commence no earlier than the end of the third calendar year after the Effective Date, or 12/31/2027, and will cover the period between the Effective Date and 12/31/2027.
- 4.5.3 If requested, subsequent detailed accounting(s) will commence at the end of the next three-year calendar period and will cover the previous three (3) calendar years.

- 4.5.4 The Town may request a final detailed accounting for a period of less than three (3) years if such request is provided in writing to Company within ninety (90) days before termination of the Agreement under Section(s) 5.1, 5.2, and/or 5.3. Company is not obligated to provide a final accounting if the Town fails to provide ninety (90) days' advance notice of its request.
- 4.5.5 For each accounting requested by the Town in accordance with Sections 4.5.1 through 4.5.4, Company shall provide a written report to the Town Clerk summarizing the accounting details and any findings or exceptions.
- 4.5.6 If the Town disagrees with the accounting details provided by Company, and if the Parties are unable to informally resolve their differences in good faith, the Town may conduct an audit of Company's records at the Town's expense. If the Town elects to conduct such audit, Company shall cooperate by providing the Town's auditor with non-confidential information that would be required to be disclosed under applicable state sales and use tax laws and other applicable rules and regulations.
- 4.5.7 If the results of a Town audit conducted pursuant to Section 4.5.6 concludes that Company has underpaid the Town by five percent (5%) or more, in addition to the obligation to pay such amounts to the Town, Company shall also pay all reasonable costs of the Town's audit. Company shall not be responsible for the costs of the Town's audit when the underpayment is caused by errors from information provided

by an entity certified by the Colorado Department of Revenue as a “hold harmless entity” or other similar entity recognized by the Colorado Department of Revenue.

4.6 **Most Favored Status.** If during the term of this Agreement Company should increase its franchise payments to any city or town in the Counties of Adams, Arapahoe, Douglas, and Jefferson in which it supplies electric service under a franchise, by reason of an increase in the percentage payments on revenue or a different basis of determining revenue excluded from the percentage payment, Company shall notify the Town of such increase and, upon the Town’s written request, place in effect the same change or changes to provide increased franchise payments to the Town.

4.7 **Proration.** Payments for the portions of the initial and terminal years of this franchise shall be made on the basis of Gross Revenue as provided above for the months and portions of months in which this franchise is in effect.

5. TERM AND TERMINATION

5.1 **Term.** This Agreement shall be in effect from the Effective Date for a term of twenty (20) years, through _____, 2045, unless earlier terminated under Section 5.2 or extended or renewed under Section 5.3.

5.2 **Termination for Cause.** This Agreement may be terminated by either Party if any material provision or condition of this Agreement is finally adjudged to be invalid by any court of competent jurisdiction or if the other Party fails to remedy or cure any breach or default of any material provision or condition of this Agreement within one hundred twenty (120) days of written notice from the non-defaulting Party to do so.

5.3 **Extension or Renewal.** If the Parties mutually agree that this

Agreement should be continued beyond the expiration date set forth in Section 5.1, and mutually agree to the terms of the extension or renewal, including any adjustment to the fee under Section 4.1, the Parties shall amend this Agreement in writing to reflect the new terms, and the Town shall adopt an ordinance to effect the extension or renewal of the Agreement and the inclusion of the new terms. If the Parties mutually agree that this Agreement should be continued beyond the expiration date set forth in Section 5.1, but have not agreed to the terms of the extension or renewal or have not amended the Agreement in writing or passed an ordinance extending the terms of the Agreement on the expiration date of the Agreement, the Parties may mutually agree to a month- to-month extension, on the same terms as the Agreement, until such amendment shall be adopted or ordinance shall be passed giving effect to the agreed-upon new terms. No mutual agreement under this section shall be effective unless in writing and signed by authorized representative(s) or agent(s) of Company and the Town.

- 5.4 **Removal.** Upon the expiration or termination of this franchise under Section 5.1 or 5.2, if not mutually extended or renewed under Section 5.3, the Town hereby grants to Company the right to enter upon the public and dedicated streets, alleys, bridges, viaducts, roads, lanes, public ways, and other public places of the Town for the purpose of removing therefrom any or all Company Facilities at any time after the Town has had reasonable time and opportunity to purchase, condemn, or replace them. In removing its conduits, cables, poles, wire, and equipment, Company shall, at its own expense and in a workmanlike manner, refill, repair, resurface, and return to its original state any excavation made by Company in the graveled or paved streets, alleys, bridges, viaducts, roads, lanes, public ways, and

other public or private places after the removal of its conduits, poles, or other structures.

6. MISCELLANEOUS

- 6.1 **Assignment.** Nothing in this Agreement shall be construed so as to prevent Company from assigning any or all of its rights, title, or interest gained or authorized under or by virtue of the terms of this Agreement, subject to the Town's approval, which shall not be unreasonably withheld. Approval shall not be required for an assignment for the purpose of increased capitalization or loan or bond guarantee.
- 6.2 **Entire Agreement.** This Agreement expresses the entire understanding of the Parties regarding its subject matter. Except as is expressly set forth herein, this Agreement shall not be deemed to alter or modify either Party's rights or obligations under applicable law.
- 6.3 **Choice of Law.** The laws of the State of Colorado shall govern this Agreement. In the event of a dispute, the Parties agree that the exclusive venue and jurisdiction for any litigation arising hereunder shall be in Arapahoe County, Colorado.
- 6.4 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

Section 3. CORE Electric Franchise Agreement. The Town and CORE Electric Cooperative have reviewed the Electric Franchise Agreement, its covenants, terms, conditions and restrictions, which is attached hereto and incorporated herein granting an electric franchise for a period of twenty (20) years

Section 4. Effect of Ordinance. This Ordinance replaces and supersedes all prior Town ordinances granting or amending any franchise to the Company.

INTRODUCED, and **ADOPTED** by a majority vote of _____ for and _____ against and **ORDERED PUBLISHED BY TITLE** ten (10) days from approval this 12th day of August 2025.

TOWN OF KIOWA, COLORADO

Theresa Howard, Mayor

ATTEST:

Sasha Davidson, Town Clerk

APPROVED AS TO FORM:

/s/ Ruth Borne

Ruth Borne, Town Attorney

TOWN OF KIOWA, COLORADO

ORDINANCE NO. 7, SERIES 2025

AN ORDINANCE OF THE TOWN OF KIOWA, COLORADO REFERRING A BALLOT MEASURE TO THE REGISTERED ELECTORS OF THE TOWN OF KIOWA AT THE NOVEMBER 4, 2025, ELECTION REGARDING IMPLEMENTING A LODGING TAX OF 1.0% TO FUND INFRASTRUCTURE IMPROVEMENTS

WHEREAS, the Town of Kiowa (the “Town”) is a Colorado home rule municipality duly organized and existing under Article XX, Section 6 of the Colorado Constitution; and

WHEREAS, pursuant to Article X, Taxation, of the Town’s Home Rule Charter (“Charter”). The Board of Trustees may increase taxes by submitting a general election of any proposed questions to a vote of the people in the manner provided by the Charter and the Town of Kiowa Board of Trustees (the “Board of Trustees”) desires to provide additional Town funding for infrastructure improvement projects; and

WHEREAS, it is proper to submit to the Town’s voters a ballot issue to allow the voters to determine whether they desire to fund Town infrastructure improvements through a proposed lodging tax of one percent (1.0%); and

WHEREAS, the ballot issue will include language setting forth that revenues generated by adding a lodging tax of 1.0% shall be retained in a segregated account separate from all other Town financial accounts and shall be only used to pay for infrastructure improvements in the Town; and

WHEREAS, the Board of Trustees has determined to submit the ballot issue at the November 4, 2025, regular election.

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

Section 1. The above recitals are hereby incorporated by reference.

Section 2. The Board of Trustees hereby approves and refers the following ballot issue for submission to the voters to appear on the ballot for the regular election to be held on November 4, 2025:

“BALLOT ISSUE _____

BE USED ONLY TO PAY FOR INFRASTRUCTURE IMPROVEMENTS AND MAINTENANCE, SUCH AS, BUT NOT LIMITED TO, STREET IMPROVEMENTS, SIDEWALK IMPROVEMENTS, STORMWATER UTILITY IMPROVEMENTS, AND

ELECTRIC UNDERGROUNDING, BE RETAINED IN A SEGREGATED FUND SEPARATE FROM OTHER TOWN OPERATING FUNDS, AND SHALL THE TOWN OF KIOWA IMPLEMENT A LODGING TAX BE INCREASED BEGINNING IN 2026 (FIRST FULL FISCAL YEAR), FOR A TOTAL LODGING TAX OF ONE PERCENT (1%), WITH UP TO 50% OF THE PROCEEDS WITH UP TO FIFTY PERCENT FOR CONSTRUCTION AND MAINTENANCE OF ROADS, STREETS, RIGHTS-OF-WAY AND FIFTY PERCENT (50%) IN THE GENERAL FUND FOR ALL OTHER TOWN INFRASTRUCTURE IMPROVEMENTS; AND SHALL THE REVENUES GENERATED BY SUCH TAX INCREASE BE COLLECTED AND SPENT BY THE TOWN AS A VOTER APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW, AND SHALL THE TOWN OF KIOWA BE AUTHORIZED TO ADOPT AN ORDINANCE IMPLEMENTING SUCH INCREASE AND USE OF THE PROCEEDS IN SUBSTANTIAL CONFORMITY HEREWITH?

YES _____

NO _____

Section 3. This Ordinance shall serve to set the title and content for the ballot issue set forth herein and the ballot title for such issue shall be the text of the issue itself.

Section 4. The Town Clerk is authorized to correct typographical errors and omissions and to cause to be entered into any blanks of the ballot issue the appropriate ballot issue number or letter upon designation of the ballot number or letter by the appropriate election official. The Town Clerk shall certify the ballot content, including the ballot issue set forth to the Elbert County Clerk no later than 60 days before the election pursuant to C.R.S. § 1-5-2003(a).

Section 5. The Town Administrator, Town Attorney, and Town Clerk are hereby authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Resolution including taking all reasonable and necessary action to cause such approved ballot issue to be printed and placed on the ballot.

Section 6. This Ordinance shall be effective ten (10) days after adoption.

Section 7. All resolutions or parts thereof, in conflict with this Resolution, are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 8. If the Ballot Measure is approved, it shall be implemented January 1, 2026.

Section 9. The Town Clerk shall certify the passage of this resolution and shall make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, and **ADOPTED** by a majority vote of _____ for and _____ against and **ORDERED PUBLISHED BY TITLE** ten (10) days from approval this 12th day of August 2025.

TOWN OF KIOWA, COLORADO

Theresa Howard, Mayor

ATTEST:

Sasha Davidson, Town Clerk

APPROVED AS TO FORM:

/s/ Ruth Borne

Ruth Borne, Town Attorney

TOWN OF KIOWA, COLORADO

ORDINANCE NO. 8, SERIES 2025

AN ORDINANCE OF THE TOWN OF KIOWA, COLORADO REFERRING A BALLOT MEASURE TO THE REGISTERED ELECTORS OF THE TOWN OF KIOWA AT THE NOVEMBER 4, 2025, ELECTION REGARDING INCREASING THE LOCAL SALES TAX FROM 1.5% TO 2.5% WITH UP TO FIFTY PERCENT FOR CONSTRUCTION AND MAINTENANCE OF ROADS, STREETS, RIGHTS-OF-WAY AND FIFTY PERCENT (50%) TO A CAPITAL IMPROVEMENT FUND

WHEREAS, the Town of Kiowa (the “Town”), is a Colorado home rule municipality duly organized and existing under Article XX, Section 6 of the Colorado Constitution; and

WHEREAS, pursuant to Article IV, Sales Tax, of the Town’s Home Rule Charter (“Charter”), the Board of Trustees may increase taxes by submitting a general election of any proposed questions to a vote of the people in the manner provided by the Charter; and

WHEREAS, and the Town of Kiowa Board of Trustees (the “Board of Trustees”) desires to provide additional Town funding an increase on annual collections by increasing sales tax from one and half percent (1 ½%) by one-percent (1%) for a total sales tax of two and one-half percent (2 ½%) on the sale of tangible personal property at retail and the furnishing of certain services upon every retailer in the Town, pursuant to Title 29, Article 2, C.R.S., and to permit the collection and expenditure of the full revenues generated by such tax perpetually. The revenues derived from this increase in tax are to be used for the expenses of the Town and shall be placed fifty percent (50%) in a fund for the construction and maintenance of roads, streets, rights-of-way and bridges, and fifty percent (50%) to a capital improvement fund for all other infrastructure improvements in the Town.

WHEREAS, pursuant Article X of the Charter, Town Board of Trustees may levy and collect taxes for municipal purposes provided that such tax shall be not be levied until such tax shall have been approved by a majority of the electors voting at a regular or special election, and further, pursuant to Section 31-15-501, C.R.S., the Town may tax any lawful occupation or place of business; and

WHEREAS, pursuant to the Taxpayer’s Bill of Rights, Article X, Section 20 of the Colorado Constitution (“TABOR”), the Town may not enact a new tax unless and until such tax has received advance voter approval via a ballot issue presented at an election on specified intervals, including elections on the first Tuesday in November of even-numbered years; and

WHEREAS, it is proper to submit to the Town’s voters a ballot issue to allow the voters to determine whether they desire to fund fifty percent (50%) in a fund for the construction and maintenance of roads, streets, rights-of-way and bridges, and fifty percent (50%) in the General Fund for accounting purposes; and

WHEREAS, the ballot issue will include language setting forth that revenues generated by increasing sales tax to 2.5% shall be retained in a segregated account separate from all other Town financial accounts and shall be only used to pay fifty percent (50%) in a fund for the construction and maintenance of roads, streets, rights-of-way and bridges, and fifty percent (50%) in the General Fund for all other infrastructure improvements in the Town; and

WHEREAS, the Board of Trustees has determined to submit the ballot issue at the November 4, 2025, regular election.

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

Section 1. The above recitals are hereby incorporated by reference.

Section 2. The Board of Trustees hereby approves and refers the following ballot issue for submission to the voters to appear on the ballot for the regular election to be held on November 4, 2025:

“BALLOT ISSUE _____

SHALL THE TOWN OF KIOWA LOCAL SALES TAX BE INCREASED ANNUALLY BY APPROXIMATELY \$270,000 COMMENCING JANUARY 1, 2026, AND WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER, FOR A TOTAL SALES TAX OF TWO AND ONE HALF PERCENT (2 ½%)), WITH UP TO FIFTY PERCENT FOR CONSTRUCTION AND MAINTENANCE OF ROADS, STREETS, RIGHTS-OF-WAY AND FIFTY PERCENT (50%) IN THE GENERAL FUND FOR ALL OTHER TOWN INFRASTRUCTURE IMPROVEMENTS; AND SHALL THE REVENUES GENERATED BY SUCH TAX INCREASE BE COLLECTED AND SPENT BY THE TOWN AS A VOTER APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW, AND SHALL THE TOWN OF KIOWA BE AUTHORIZED TO ADOPT AN ORDINANCE IMPLEMENTING SUCH INCREASE AND USE OF THE PROCEEDS IN SUBSTANTIAL CONFORMITY HEREWITH?

YES _____

NO _____

Section 3. This Ordinance shall serve to set the title and content for the ballot issue set forth herein and the ballot title for such issue shall be the text of the issue itself.

Section 4. The Town Clerk is authorized to correct typographical errors and omissions and to cause to be entered into any blanks of the ballot issue the appropriate ballot issue number or letter upon designation of the ballot number or letter by the appropriate election official. The Town Clerk shall certify the ballot content, including the ballot issue set forth to the Elbert County Clerk no later than 60 days before the election pursuant to C.R.S. § 1-5-2003(a).

Section 5. The Town Administrator, Town Attorney, and Town Clerk are hereby authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance, including taking all reasonable and necessary action to cause such approved ballot issue to be printed and placed on the ballot.

Section 6. This Ordinance shall be effective ten (10) days after adoption.

Section 7. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Town Board of Trustees hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 8. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 9. The repeal or modification of any provision of the Municipal Code of the Town of Kiowa by this ordinance shall not release, extinguish, alter, modify or change in whole or in part any penalty, forfeiture or liability, either civil or criminal, which shall have been incurred under such provision. Each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings and prosecutions for enforcement of the penalty, forfeiture or liability, as well as for the purpose of sustaining any judgment, decree or order which can or may be rendered, entered or made in such actions, suits, proceedings or prosecutions.

Section 10. Safety. This ordinance is deemed necessary for the protection of the health, welfare, and safety of the community.

Section 11. If the Ballot Measure is approved, it shall be implemented on January 1, 2026.

Section 12. The Town Clerk shall certify the passage of this Ordinance and shall make no less than one copy of the adopted Ordinance available for inspection by the public during regular business hours.

INTRODUCED, and **ADOPTED** by a majority vote of _____ for and _____ against and **ORDERED PUBLISHED BY TITLE** ten (10) days from approval this 12th day of August 2025.

TOWN OF KIOWA, COLORADO

Theresa Howard, Mayor

ATTEST:

Sasha Davidson, Town Clerk

APPROVED AS TO FORM:

/s/ Ruth Borne

Ruth Borne, Town Attorney

TOWN OF KIOWA, COLORADO

ORDINANCE NO. 9, SERIES 2025

AN ORDINANCE OF THE TOWN OF KIOWA, COLORADO REFERRING A BALLOT MEASURE TO THE REGISTERED ELECTORS OF THE TOWN OF KIOWA AT THE NOVEMBER 4, 2025, ELECTION REGARDING INCREASING THE USE TAX FROM 1.5% TO 2.5% WITH UP TO FIFTY PERCENT (50%) FOR CONSTRUCTION AND MAINTENANCE OF ROADS, STREETS, RIGHTS-OF-WAY AND FIFTY PERCENT (50%) TO A CAPITAL IMPROVEMENT FUND

WHEREAS, the Town of Kiowa (the “Town”), is a Colorado home rule municipality duly organized and existing under Article XX, Section 6 of the Colorado Constitution; and

WHEREAS, pursuant to Article VI, Use Tax, of the Town’s Home Rule Charter (“Charter”), the Board of Trustees may increase taxes by submitting a general election of any proposed questions to a vote of the people in the manner provided by the Charter; and

WHEREAS, and the Town of Kiowa Board of Trustees (the “Board of Trustees”) desires to provide additional Town funding an increase on annual collections by increasing the use tax from one and half percent (1 ½ %) by one-percent (1%) for a total use tax of two and one-half percent (2 ½ %), pursuant to Title 29, Article 2, C.R.S., and to permit the collection and expenditure of the full revenues generated by such tax perpetually. The revenues derived from this tax are to be used for the expenses of the Town and shall be placed fifty percent (50%) in a fund for the construction and maintenance of roads, streets, rights-of-way and bridges, and fifty percent (50%) to a capital improvement fund for all other infrastructure improvements in the Town.

WHEREAS, pursuant Article X of the Charter, Town Board of Trustees may levy and collect taxes for municipal purposes provided that such tax shall be not be levied until such tax shall have been approved by a majority of the electors voting at a regular or special election, and further, pursuant to Section 31-15-501, C.R.S., the Town may tax any lawful occupation or place of business; and

WHEREAS, pursuant to the Taxpayer’s Bill of Rights, Article X, Section 20 of the Colorado Constitution (“TABOR”), the Town may not enact a new tax unless and until such tax has received advance voter approval via a ballot issue presented at an election on specified intervals, including elections on the first Tuesday in November of even-numbered years; and

WHEREAS, it is proper to submit to the Town’s voters a ballot issue to allow the voters to determine whether they desire to fund a proposed use tax of two and half-percent (2.5%) to be used by the Town fifty percent (50%) in a fund for the construction and maintenance of roads, streets, rights-of-way and bridges, and fifty percent (50%) to a capital improvement fund for all other infrastructure improvements in the Town.

WHEREAS, the ballot issue will include language setting forth that revenues generated by increasing the use tax to 2.5% shall be retained in a segregated account separate from all other Town financial accounts and shall be only used to pay for infrastructure improvements in the Town; and

WHEREAS, the Board of Trustees has determined to submit the ballot issue at the November 4, 2025, regular election.

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

Section 1. The above recitals are hereby incorporated by reference.

Section 2. The Board of Trustees hereby approves and refers the following ballot issue for submission to the voters to appear on the ballot for the regular election to be held on April 2, 2024:

“BALLOT ISSUE _____

SHALL THE TOWN OF KIOWA USE TAXES BE INCREASED ANNUALLY BY APPROXIMATELY \$14,000 COMMENCING JANUARY 1, 2026, AND WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER FOR A TOTAL USE TAX OF TWO AND ONE HALF PERCENT (2½ %), WITH UP TO FIFTY PERCENT (50%) FOR CONSTRUCTION AND MAINTENANCE OF ROADS, STREETS, RIGHTS-OF-WAY AND FIFTY PERCENT (50%) TO A CAPITAL IMPROVEMENT FUND FOR ALL OTHER INFRASTRUCTURE IMPROVEMENTS IN THE TOWN; AND SHALL THE TOWN OF KIOWA BE AUTHORIZED TO COLLECT, RETAIN, AND SPEND ALL REVENUE GENERATED BY SUCH TAX IN EXCESS OF THE LIMITATIONS PROVIDED BY ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW, AND SHALL THE TOWN OF KIOWA BE AUTHORIZED TO ADOPT AN ORDINANCE IMPLEMENTING SUCH INCREASE AND USE OF THE PROCEEDS IN SUBSTANTIAL CONFORMITY HEREWITH?

YES _____

NO _____

Section 3. This Ordinance shall serve to set the title and content for the ballot issue set forth herein and the ballot title for such issue shall be the text of the issue itself.

Section 4. The Town Clerk is authorized to correct typographical errors and omissions and to cause to be entered into any blanks of the ballot issue the appropriate ballot issue number or letter upon designation of the ballot number or letter by the appropriate election official. The Town Clerk shall certify the ballot content, including the ballot issue set forth to the Elbert County Clerk no later than 60 days before the election pursuant to C.R.S. § 1-5-2003(a).

Section 5. The Town Administrator, Town Attorney, and Town Clerk are hereby authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance including taking all reasonable and necessary action to cause such approved ballot issue to be printed and placed on the ballot.

Section 6. This Ordinance shall be effective ten (10) days after adoption.

Section 7. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Town Board of Trustees hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 8. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof is hereby repealed to the extent of such inconsistency or conflict.

Section 9. The repeal or modification of any provision of the Municipal Code of the Town of Kiowa by this ordinance shall not release, extinguish, alter, modify or change in whole or in part any penalty, forfeiture or liability, either civil or criminal, which shall have been incurred under such provision. Each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings and prosecutions for enforcement of the penalty, forfeiture or liability, as well as for the purpose of sustaining any judgment, decree or order which can or may be rendered, entered or made in such actions, suits, proceedings or prosecutions.

Section 10. Safety. This ordinance is deemed necessary for the protection of the health, welfare, and safety of the community.

Section 11. If the Ballot Measure is approved, it shall be implemented on January 1, 2026.

Section 12. The Town Clerk shall certify the passage of this Ordinance and shall make not less than one copy of the adopted Ordinance available for inspection by the public during regular business hours.

INTRODUCED, and **ADOPTED** by a majority vote of _____ for and _____ against and **ORDERED PUBLISHED BY TITLE** ten (10) days from approval this 12th day of August 2025.

TOWN OF KIOWA, COLORADO

Theresa Howard, Mayor

ATTEST:

Sasha Davidson, Town Clerk

APPROVED AS TO FORM:

/s/ Ruth Borne

Ruth Borne, Town Attorney

**TOWN OF KIOWA, COLORADO
ORDINANCE NO. 10, SERIES 2025**

AN ORDINANCE APPROVING BALLOT QUESTION TO THE ELECTORS OF THE TOWN OF KIOWA TO AMEND THE TOWN CHARTER, ARTICLE III, SECTION 3.07, COMPENSATION FOR BOARD MEMBERS FOR THE TOWN OF KIOWA, COLORADO

WHEREAS, the Town of Kiowa, Colorado (“Town”) is a home rule municipality existing pursuant to the laws of the Colorado Constitution, the Colorado Revised Statutes and the Town's Home Rule Charter; and

WHEREAS, Article XIV, Section 14.07 (a) of the Kiowa Charter allows the for the a Charter to be amended in the manner provided by Article XX of the Constitution of the State of Colorado at any general election or special election called for such purpose under the following circumstances upon questions submitted to the electors by a majority of the Board; and

WHEREAS, the compensation of the Mayor and Board of Trustees is set forth in the Charter as follows:

3.07. - Compensation of Board Members.

The members of the Board, including the Mayor, shall receive such compensation as the Board shall by ordinance prescribe.

- (1) The Board shall neither increase nor decrease the compensation of any member during his or her term of office.
- (2) Board Members may, upon order of the Board, be paid such necessary bona fide expenses incurred in service on behalf of the Town as are authorized by the Town Board.

WHEREAS, the Board of Trustees seeks to modify the Town Charter to amend this provision to allow for the Board to review the compensation of the Mayor and Board of Trustees annually with the Town budgetary cycle; and

WHEREAS, the Board of Trustees has taken public input and passed a motion by the majority of the Board to place this change to the Town Charter on the 2025 ballot for the voters.

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

Section 1. The above recitals are hereby incorporated by reference.

Section 2. The Board of Trustees hereby approves and refers the following ballot issue for submission to the voters to appear on the ballot for the regular election to be held on November 4, 2025:

“BALLOT ISSUE _____

SHALL THE TOWN OF KIOWA AMEND ARTICLE XIV, SECTION 14.07 (a) TOWN CHARTER TO APPROVE THE COMPENSATION OF THE MAYOR AND THE BOARD OF TRUSTEES ANNUALLY AT EACH BUDGET CYCLE PROVIDED BY ARTICLE XX OF THE COLORADO CONSTITUTION OR ANY OTHER LAW, AND SHALL THE TOWN OF KIOWA BE AUTHORIZED TO ADOPT AN ORDINANCE IMPLEMENTING SUCH INCREASE AND USE OF THE PROCEEDS IN SUBSTANTIAL CONFORMITY HEREWITH?

YES _____
NO _____

Section 3. This Ordinance shall serve to set the title and content for the ballot issue set forth herein and the ballot title for such issue shall be the text of the issue itself.

Section 4. The Town Clerk is authorized to correct typographical errors and omissions and to cause to be entered into any blanks of the ballot issue the appropriate ballot issue number or letter upon designation of the ballot number or letter by the appropriate election official. The Town Clerk shall certify the ballot content, including the ballot issue set forth to the Elbert County Clerk no later than 60 days before the election pursuant to C.R.S. § 1-5-2003(a).

Section 5. The Town Administrator, Town Attorney, and Town Clerk are hereby authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance including taking all reasonable and necessary action to cause such approved ballot issue to be printed and placed on the ballot.

Section 6. This Ordinance shall be effective ten (10) days after adoption.

Section 7. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Town Board of Trustees hereby declares that it would have passed this ordinance and each part or parts hereof, irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 8. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 9. The repeal or modification of any provision of the Municipal Code of the Town of Kiowa by this ordinance shall not release, extinguish, alter, modify or change in whole or in part any penalty, forfeiture or liability, either civil or criminal, which shall have been incurred under such provision. Each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings and prosecutions for enforcement of the penalty, forfeiture or liability, as well as for the purpose of sustaining any judgment, decree or order which can or may be rendered, entered or made in such actions, suits, proceedings or prosecutions.

Section 10. Safety. This ordinance is deemed necessary for the protection of health, welfare, and safety of the community.

Section 11. If the Ballot Measure is approved, it shall be implemented January 1, 2026.

Section 12. The Town Clerk shall certify the passage of this Ordinance and shall make not less than one copy of the adopted Ordinance available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED on the 12th day of August 2025, at Kiowa Town Hall, located at 404 Comanche Street, Kiowa, Colorado.

TOWN OF KIOWA, COLORADO

Theresa Howard, Mayor

ATTEST:

Sasha Davidson, Town Clerk

APPROVED AS TO FORM:

/s/ Ruth Borne

Ruth Borne, Town Attorney

**ORDINANCE NO. 11, SERIES 2025
TOWN OF KIOWA, COLORADO**

**AN ORDINANCE OF THE TOWN OF KIOWA, COLORADO, AMENDING THE
TOWN OF KIOWA ZONING CODE, CHAPTER 16, ARTICLE XIV, SIGN CODE,
TOWN OF KIOWA, COLORADO**

WHEREAS, Colorado Revised Statutes (C.R.S.) 31-15-101, et seq., authorizes a municipality to enact regulations that promote the health, safety, and welfare, and improve order, comfort, and convenience of the municipality and inhabitants thereof; and

WHEREAS, C.R.S. 31-23-303 declares that such regulations shall be made with reasonable consideration, among other things, as to the character of the district and its peculiar suitability for particular uses and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the Town; and

WHEREAS, the Board of Trustees of the Town of Kiowa, Colorado, found that such regulations promote the health, safety, morals, and the general welfare of the community as stated herein; and

WHEREAS, the Board of Trustees and the Planning Commission of the Town of Kiowa, Colorado received public comments requesting some modifications, clarifications, and revisions to Article XIV, Sign Code, and directed the Planning Commission of the Town of Kiowa to make recommendations for these revisions; and

WHEREAS, the Planning Commission held several meetings commencing in April 2025, and has made recommendations that have been received by the Board of Trustees; and

WHEREAS, the Board of Trustees wishes to amend Chapter 16, Article XIV – Sign Code based upon the recommendation of the Planning and Zoning Commission.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF KIOWA, COLORADO, THAT THE TOWN OF KIOWA, COLORADO, CLARIFICATIONS TO CHAPTER 16, ARTICLE XIV, SIGN CODE:

**Chapter 16, Title XIV, Sign Code
Sections 16-61 to 16-271 are hereby amended as follows:**

- A. Health, Safety, and Welfare: The primary goal of these regulations is to protect the health, safety, and welfare of the public by ensuring that signs are safely constructed, located, and maintained to prevent hazards and nuisances.
 - i. Traffic Visibility: All signs must be designed and located so that they do not obstruct visibility for

traffic or create confusion with traffic control devices. Signs should not pose a danger to motorists, pedestrians, or cyclists by impairing visibility at intersections or crosswalks.

- ii. Aesthetics and Property Values: Signage regulations seek to avoid visual clutter and maintain the rural charm and aesthetic quality of the community. Well-designed, attractive signs contribute to the property values and appeal of the surrounding area.
- iii. Permanent Signs: Most signs must be permanently affixed to the ground, building, or other structure. Temporary signs are permitted only under specific conditions and are subject to strict time and size limitations to prevent them from becoming permanent fixtures.
- iv. Prohibited Signs: Certain types of signs are prohibited due to their potential to create distractions or diminish the aesthetic quality of the Town. Flashing, rotating, animated signs, searchlights, or other attention-grabbing features are expressly prohibited in the Town of Kiowa, particularly in rural areas where such signs would detract from the natural and scenic environment.

B. Definitions

- i. Permanent Sign: Any sign affixed to a structure and used for the purpose of identifying or advertising a business, profession, or other establishment, which is intended to be displayed indefinitely.
- ii. Temporary Sign: Any sign used for the purpose of identifying or advertising a business, profession, or other establishment, which is displayed for a limited duration and is not intended to be permanent. Signs that include, but are not limited to, portable, pennants, feather banners, sock signs, banners, and sandwich boards.
- iii. Establishment: A business, profession, or any other activity operating within the geographic boundaries of Kiowa.
- iv. Building Sign: A permanent sign affixed or attached to a building or structure.
- v. Temporary Sign Permit: A written authorization issued by the Town for the placement of a temporary sign.

C. Temporary Business Signs

- i. Eligibility for Temporary Signs:
 - a. Temporary signs may only be placed by licensed businesses located within the Town of Kiowa.
 - b. Temporary signs may only be placed by businesses operating temporarily, such as contractors within the Town of Kiowa, who have obtained an approved business license and permit. As such, contractors can only place the signs where they are conducting business/work.
 - c. Businesses operating outside of the Town limits of Kiowa are prohibited from placing temporary signs within the Town.
- ii. Permitted Number and Duration:
 - a. A business may display one (1) temporary sign per calendar quarter.
 - b. The sign may remain on the property for a maximum of sixty (60) consecutive days within the calendar quarter.
- iii. Size and Location Restrictions:
 - a. Temporary signs shall not exceed eight (8) feet in height.
 - b. The total area of a temporary sign shall not exceed thirty-two (32) square feet.
 - c. Temporary signs must not obstruct pedestrian walkways, sidewalks, or roadways.
 - d. Temporary signs must not interfere with vehicle traffic visibility or cause hazards to public safety.
 - e. Temporary signs must be displayed only on the private property of the business and must not extend beyond the boundaries of that property.
- iv. Maintenance and Safety:
 - a. All temporary signs must be maintained in good condition, free from rips, tears, or other physical damage, and securely fastened.
 - b. Temporary signs must not cause noise or movement that may be disruptive to the surrounding area.
 - c. The business owner shall be responsible for the removal of any temporary sign upon the expiration of the permitted timeframe or the end of the sixty (60) day

period.

- v. Permit Requirement:
 - a. An annual temporary sign permit shall be required for the placement of temporary business signs.
 - b. Only one (1) temporary sign permit may be issued per business establishment per calendar year.
 - c. The permit will grant one (1) temporary sign, per calendar quarter.
 - d. The permit will grant one (1) temporary sign, per property.
 - e. The owner must notify the Town by email when each temporary sign will be displayed.
 - f. There shall be an administrative fee of twenty-five dollars (\$25.00) for all annual temporary sign permits.

D. Prohibited Signs

- i. Flashing, Rotating, or Animated Signs: Signs that are designed to flash, rotate, or display animations, including electronic message boards or signs with moving parts, are prohibited.
- ii. Attention-Grabbing Signs and Devices: Searchlights, inflatable signs, and any other type of temporary feature intended solely to attract attention are prohibited.
- iii. Signs That Obstruct Visibility: Any sign that obstructs visibility of traffic or pedestrians, creates confusion with traffic control devices, or presents a safety hazard is prohibited.
- iv. Signs Outside the Geographic Boundaries of Kiowa: No temporary business signs are permitted from businesses that do not operate within the geographic boundaries of Kiowa, except where a temporary permit has been granted.

E. Enforcement

- i. Inspection: The Town of Kiowa reserves the right to inspect any sign to ensure compliance with the provisions of this Ordinance.
- ii. Violation and Penalties: Any business owner found in violation of this Ordinance shall be subject to the removal of the sign, and potential revocation of the sign permit.

- iii. Notice of Violation: A written notice will be provided to the business owner and provide a period of five (5) calendar days to correct the issue. After this period, the sign may be removed at the business owner's expense if it remains in violation after proper notice is provided.

INTRODUCED, and **ADOPTED** by a majority vote of _____ for and _____ against and **ORDERED PUBLISHED BY TITLE** ten (10) days from approval this 12th day of August 2025.

TOWN OF KIOWA, COLORADO

Theresa Howard, Mayor

ATTEST:

Sasha Davidson, Town Clerk

APPROVED AS TO FORM:

/s/ Ruth Borne

Ruth Borne, Town Attorney

**RESOLUTION 10, SERIES 2025
TOWN OF KIOWA, COLORADO**

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING WITH THE COLORADO ENERGY OFFICE AND THE TOWN OF KIOWA TO PROVIDE ENERGY PERFORMANCE CONTRACT SERVICES AND PROVIDING FOR ANY OTHER MATTERS RELATING THERETO

WHEREAS, the Town of Kiowa (the “Town”), in the County of Elbert and State of Colorado, is a home rule municipal corporation duly organized and existing under the laws of the State of Colorado and in particular under the provisions of Article XX of the Constitution of the State of Colorado (“Article XX”) and the Town’s Charter (the “Charter”); and

WHEREAS, the members of the Board of Trustees of the Town (the “Trustees”) have been duly elected and qualified; and

WHEREAS, the Colorado Energy Office (“CEO”) Energy Performance Contracting Program (“EPC”) provides consulting services and technical assistance to communities to ensure the Colorado Energy Office Contracting Program is successful; and

WHEREAS, the CEO has prepared a non-binding Memorandum of Understanding “MOU” attached hereto and incorporated herein as Exhibit “A” that has no cost to the Town and expires in one (1) year from the date of execution hereof; and

WHEREAS, the Town is seeking the assistance of the CEO for an EPC Program.

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

Section 1. Ratification and Approval of Prior Actions. All action heretofore, or the officers or agents of the Trustees or the Town, relating to the MOU is hereby ratified, approved and confirmed.

Section 2. Finding of Best Interests. The Board of Trustees hereby finds and determines, pursuant to the Act, the Constitution and laws of the State, that the MOU Agreement is necessary, convenient, and in furtherance of the purposes of the Town and is in the best interests of the Town and its citizens and inhabitants and hereby authorizes its execution and approves the same.

Section 3. Authorization to Execute Collateral Documents and To Perform Additional Acts. The Town Administrator of the Town is hereby authorized and directed to execute and deliver for and on behalf of the Town any and all additional certificates, documents, instruments

and other papers, and to perform all other acts that they may deem necessary or appropriate, to implement and carry out the transactions and other matters authorized by this Resolution.

Section 4. No General Obligation Debt. No provision of this Resolution or the Memorandum of Understanding shall be construed as creating or constituting a general obligation or other indebtedness or multiple fiscal year direct or indirect Town debt or other financial obligation whatsoever of the Town within the meaning of any constitutional or statutory provision, nor a mandatory charge or requirement against the Town in any ensuing fiscal year beyond the then current fiscal year. No provision of the Documents shall be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of the Town within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. There is no obligation for the Town outlined in the Memorandum of Understanding to make any payments beyond those budgeted and appropriated for the Town's current fiscal year.

Section 5. Severability. If any article, section, paragraph, sentence, clause or phrase of this Resolution is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town hereby declares that it would have passed this Resolution and each part or parts hereof, irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 6. Repealer. All orders, resolutions, bylaws, ordinances or regulations of the Town, or parts thereof, inconsistent with this resolution are hereby repealed to the extent only of such inconsistency.

Section 7. Electronic Signatures; Electronic Transactions. The Mayor or the Town Administrator of the Town that is authorized or directed to execute any agreement, document, certificate, instrument or other paper in accordance with this is hereby authorized to execute Authorized Documents electronically via facsimile or email signature. Any electronic signature so affixed to any Authorized Document shall carry the full legal force and effect of any original, handwritten signature. This provision is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. It is hereby determined that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

APPROVED AND ADOPTED this 22nd day of August 2025.

TOWN OF KIOWA, COLORADO

By: _____
Theresa Howard, Mayor

ATTEST:

By: _____
Sasha Davidson, Town Clerk



COLORADO
Energy Office

MEMORANDUM OF UNDERSTANDING
between the CEO and FACILITY OWNER

.....

Overview

One hallmark of success in the Colorado Energy Office’s (CEO’s) Energy Performance Contracting Program (EPC) is the support provided by one of CEO’s EPC project consultants to each and every EPC project. A CEO EPC project consultant provides coaching and technical assistance to the Facility Owner every step of the way to ensure that the Colorado Energy Performance Contracting Program is a successful experience for all.

The EPC Program brochure describes Colorado’s Standards for Success for the relationship between CEO and its clients and their energy service company. It also outlines the coaching and technical assistance provided Program participants **at no charge** throughout the life cycle of an EPC project. CEO does this to ensure a successful experience through what can be an involved technical, legal and financial process.

In addition, CEO offers standardized program contracts and processes and a pool of pre-qualified Energy Service Companies to make EPC projects even more approachable.

To benefit from this package of coaching and technical assistance, please:

1. Have the authorized signer from your state agency or local jurisdiction sign the following non-binding Memorandum of Understanding;
2. Complete the attached Facility Owner Information sheet; and
3. Return the paperwork to Charlie Stevens, Energy Performance Contracting Program Technical Specialist at charlie.stevens@state.co.us or the address below. Should you have any questions or concerns, his direct phone number is 720-333-0134.

Best wishes for your venture into energy and cost savings!



MEMORANDUM OF UNDERSTANDING
between the COLORADO ENERGY OFFICE
and TOWN OF KIOWA

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the STATE OF COLORADO (the “State”), acting by and through the Colorado Energy Office (the “CEO”), and TOWN OF KIOWA (the “Facility Owner”). “Party” means the State, CEO or Facility Owner and “Parties” means both the State/CEO and the Facility Owner.

RECITALS

WHEREAS, in compliance with the State Procurement Code as set forth in section 24-101-101, *et seq.*, C.R.S. and any applicable public bidding requirements, the CEO issued a Request for Proposals (“RFP”) to energy service companies (“ESCOs”) to provide as needed energy performance contract services for its Energy Performance Contracting Program; and

WHEREAS, as a result of the RFP process, CEO maintains a list of pre-qualified ESCOs that are eligible for final selection by State agencies and local governments and/or municipalities to provide energy performance contracting services; and

WHEREAS, the purpose of this MOU is to provide the Facility Owner with access to the services and support of the CEO’s Energy Performance Contracting (“EPC”) Program; and

WHEREAS, in furtherance of the purpose of this MOU, the CEO is available to assist the Facility Owner with the development and implementation of EPC projects, as well as to encourage the Facility Owner to adhere to the guidelines of the EPC Program.

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

- 1. Effective Date of MOU.** This MOU shall become effective upon the later date on which the Director or authorized designee of CEO, or the representative for the Facility Owner has signed it.
- 2. Term of MOU.** The Parties’ respective performances under this MOU shall commence on the Effective Date and shall expire one year from date of signature or at the end of the term of services contracted from a pre-qualified ESCO.
- 3. Responsibilities of the CEO and the EPC Program to Facility Owner.** The responsibilities of the CEO and the EPC Program include, but are not limited to:
 - a. Upon execution of this MOU, CEO will assign an EPC project consultant to provide advice and technical assistance throughout the lifecycle of Facility Owner’s project.
 - b. CEO will provide the Facility Owner with information on the CEO website regarding the pre-approved, pre-qualified list of ESCOs, which includes links to the ESCOs’ website for further information;
 - c. CEO will assist Facility Owner to procure the services of an ESCO from the pre-qualified list of approved ESCOs;

- d. CEO will assist the Facility Owner with technical guidance in order to develop and execute a Technical Energy Audit and Project Proposal Contract with a pre-qualified ESCO and also support the Facility Owner with any amendments thereof;
- e. CEO will provide technical guidance to the Facility Owner and attend on-site meetings between the Facility Owner and ESCO, as needed and subject to availability;
- f. CEO will assist the Facility Owner to develop and initiate an energy performance contract project;
- g. CEO will monitor project implementation for audits and for energy performance contract projects;
- h. CEO will facilitate the energy performance contract process to ensure commitments are met by both the ESCO and the Facility Owner;
- i. CEO will review Facility Owner's audits, proposals, calculations, contracts and measurement and verification reports;
- j. As required for school districts and requested by other public agencies, the CEO will complete a construction walk-through of project facilities prior to the "Notice of Substantial Completion" documents being finalized;
- k. If applicable, CEO will identify possible solutions to mediate any conflicts between the Facility Owner and the ESCO.

4. Responsibilities of the Facility Owner. The responsibilities of the Facility Owner include:

- a. By executing this MOU, Facility Owner agrees to program participation in CEO's EPC Program and engage the CEO for assistance in all stages of the EPC Program, including project development;
- b. Using a secondary selection process, Facility Owner agrees to select an ESCO from CEO's current pre-qualified list of ESCOs and which meets the requirements of Facility Owner's procurement rules, regulations and statutes (if applicable);
- c. Facility Owner will provide information as needed for the feasibility study/technical energy audit and any other project development activities;
- d. Facility Owner will review/approve the ESCO's proposals, designs and reports in a timely manner;
- e. Facility Owner agrees to execute CEO approved contracts with the ESCO;
- f. Facility Owner agrees to arrange for project financing, and with the assistance and advice of legal counsel, execute appropriate financing documents and EPC contract;
- g. Facility Owner agrees to provide project management;
- h. Facility Owner will endeavor to work with the pre-qualified ESCO to develop and refine project parameters and any other project development activities;
- i. Facility Owner will assign its staff, employees, representatives to the facility project team including operations, maintenance, financial and upper management personnel;
- j. Depending on the subject matter to be discussed, Facility Owner will ensure appropriate personnel attend project development meetings;

- k. Facility Owner will provide access to and escort ESCO, its subcontractors and CEO to buildings during mutually agreed-upon hours;
- l. If Facility Owner is a school district, Facility Owner agrees to allow CEO to complete a construction walk-through of project facilities prior to the "Notice of Substantial Completion" documents being finalized;
- l. During project reviews and any other reviews, Facility Owner will endeavor to address CEO's recommendations;
- m. As requested by CEO and as needed, Facility Owner agrees to provide CEO with information regarding measurement and verification activities.

5. THIS MOU IS NOT INTENDED TO CREATE, NOR WILL THIS MOU BE CONSTRUED OR INTERPRETED AS CREATING A LEGALLY BINDING AND ENFORCEABLE CONTRACT BETWEEN THE PARTIES. IN THE EVENT EITHER PARTY FAILS TO FULLY COMPLY WITH THE PROVISIONS OF THIS MOU, THERE WILL BE NO LEGAL OR EQUITABLE REMEDIES AVAILABLE TO EITHER PARTY. THE SOLE REMEDY AVAILABLE TO THE PARTIES FOR FAILURE TO FULLY COMPLY WITH THE PROVISIONS OF THIS MOU IS TO TERMINATE THIS MOU. THE FACILITY OWNER ACKNOWLEDGES AND AGREES THAT CEO'S SERVICES MAY INCLUDE ADVICE AND RECOMMENDATIONS, BUT ALL DECISIONS IN CONNECTION WITH THE FACILITY OWNER'S EPC PROJECT SHALL BE THE SOLE RESPONSIBILITY OF THE FACILITY OWNER, ITS AGENTS AND CONTRACTORS.

6. **Signatures.** IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date.

STATE OF COLORADO, acting by and through the COLORADO ENERGY OFFICE		FACILITY OWNER: TOWN OF KIOWA	
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Will Toor, CEO Director	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Name: Title: <input type="checkbox"/> Yes! I have reviewed this MOU and accept CEO's free technical support for an EPC project. <input type="checkbox"/> No thank you. I have reviewed this MOU and decline CEO's free technical support for an EPC project.	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> EPC Team Representative		<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date	



FACILITY OWNER INFORMATION

To be completed by facility owner (for CEO use only)

Owner's representative

Name	
Title	
Mailing address	
Email address	
Direct office phone	
Cell phone	

Project information

Types of facilities to be assessed for energy savings:	<ol style="list-style-type: none"> 1. 2. 3. 4. 5. 6. 7. 8.
--	--

Have you selected an ESCO?	<input type="checkbox"/>	Yes. Name:		<input type="checkbox"/>	No
If yes, has procurement department validated selection?	<input type="checkbox"/>	Yes.		<input type="checkbox"/>	Not yet.

Please list any immediate needs you have related to your performance contract.

TOWN OF KIOWA

QUARTERLY REPORT

2ND QT 2025

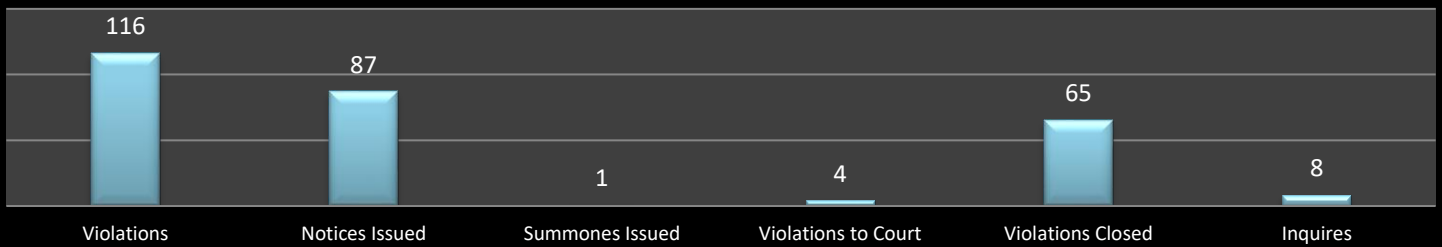
Summary

CPS conducts inspections of the town, prepares cases, handles administrative tasks, phone calls, emails, inquiries, and addresses concerns submitted by residents, follows-up on previously opened cases, and patrols for new violations. CPS continues to work closely with all members of Town staff, outside agencies, and Elbert County all in an effort to provide assistance to residents.

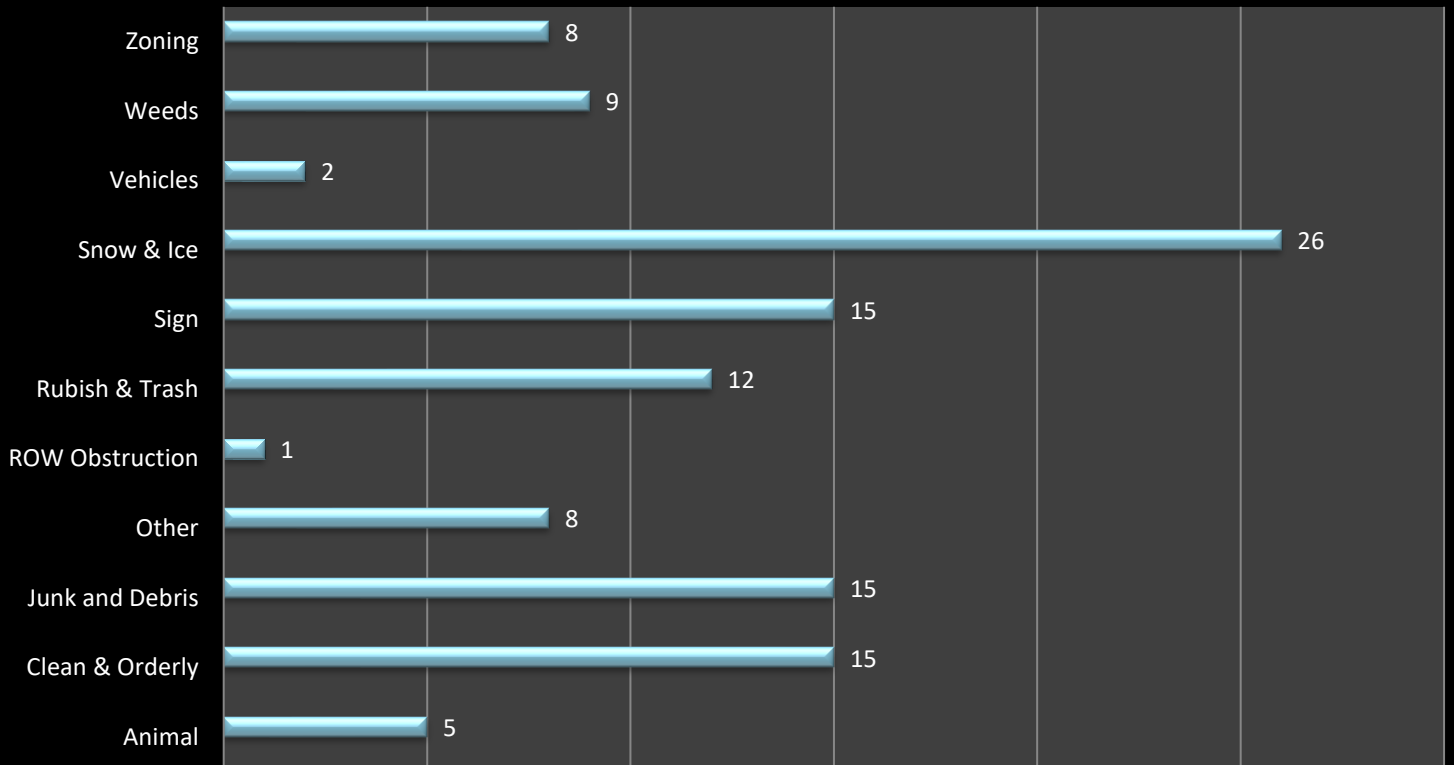
Code Enforcement has **addressed 116 violations, issued 87 notices, summoned 4 violations into court and assisted with 8 inquiries** needing a field inspection, research, or other information, as well as follow-up on all phone calls and emails related to cases or general questions. Case numbers will vary due to the types of cases, cooperation and communication with residents, necessary research, property ownership, internal staff, outside agency involvement and the administrative tasks involved.

Activity

2025 2nd Quarter Report



Types of Violations





INVOCATION/PLEDGE OF ALLEGIANCE

Pastor Kevin Weatherby of Save the Cowboy Ministry gave the invocation, and Mayor Howard led the Board in the Pledge of Allegiance.

CALL TO ORDER/ ROLL CALL

Mayor Howard called the regular monthly meeting of the Board of Trustees to order on July 8, 2025, at 7:01 PM.

Present: Mayor Howard, Mayor Pro Tem Hart, Trustee Stahl, Trustee Shafer, and Trustee Smith were present in person. The Town of Kiowa had a quorum to conduct business.

Trustee Wineland joined late at 7:11 pm and on Zoom due to technical issues.

Also present:

- Kim Boyd, Town Administrator
- Sasha Davidson, Town Clerk
- Ruth Borne, general counsel for the Town of Kiowa
- Mona Schantz, local business owner and resident
- Debbie Ullom, local business owner
- Nikki Ullom via Zoom
- Annette Burmaster, local business owner via Zoom
- Joey Kuhn, local business owner and Main Street Board member
- Theresa Lowry, resident via Zoom
- Richard Croisant, resident via Zoom
- Laura B via Zoom
- Nicky Q, Elbert County News

AGENDA CONSENT

Trustee Shafer motioned to approve the agenda with a revision to move NEW BUSINESS before PUBLIC COMMENT. Trustee Wineland seconded, and the motion was carried 5-0 with no discussion.

NEW BUSINESS

Mayor Howard opened the public hearings at 7:04 pm.

PUBLIC HEARINGS

1. Building permit for 811 CR 134

MacKenzie Howell spoke as the property owner's representative. She advised that the plan was to place three large storage containers to store hay for the business. Clerk Davidson

informed the board that the planning commission approved this plan, as did the Town's building department, as presented, and this approval is only applicable to this specific project. Any other future proposed projects would require going through the same special review process.

Mona Schantz asked whether restrooms or electricity would be needed. Clerk Davidson advised neither was available or necessary because this permit only covers storage, not a brick-and-mortar business. Trustee Shafer moved to approve the use by special review permit, and Trustee Stahl seconded. The motion passed 6-0 with no further discussion.

Mayor Howard closed the public hearings at 7:13 pm

2. Trustee Shafer moved to approve RESOLUTION NO. 8, SERIES 2025 - A RESOLUTION SUPPORTING THE APPLICATION TO THE COLORADO DEPARTMENT OF LOCAL AFFAIRS FOR THE MAIN STREET CANDIDATE PROGRAM, and Trustee Stahl seconded. The motion passed 6-0 with no further discussion.

CONSENT ITEMS

3. Trustee Smith motioned to approve the minutes from the June 10, 2025, monthly meeting. Trustee Stahl seconded, and the motion was carried 6-0 with no discussion.
4. Administrator Boyd gave a presentation to the Board: Kiowa's Fiscal Reality in the Face of a New Normal

STAFF REPORTS

5. Mayor
None.
6. Board of Trustees
Trustee Stahl inquired if the presentation could be mailed to citizens, and Clerk Davidson responded that it can be added to the agenda and minute portal now available on the Town website. She also asked for some official literature or guidance on what she can say during individual conversations with citizens about town matters.
7. Town Administrator
Administrator Boyd advised that there are some minor issues with publishing the first meetings of July, but they have been worked through, and the next meeting will be ready.
8. Public Works
Administrator Boyd spoke to the large tree that fell behind the old County Road and Bridge building on Cheyenne Street, blocking the street entirely, and the quick response and work Mr. Mendez did in getting that situation resolved for the residents.
9. Code Enforcement –*July report will be included in the August meeting packet*
10. Ms. Borne requested that the board make a motion to place the tax increase questions back on the ballot for this year's general election, as there is a deadline for Clerk Davidson to notify the County of our intention to participate in this year's election.

Trustee Smith made a motion to put the increase of sales tax, use tax, and add a lodging tax back onto this year's ballot in the same amount as previously placed. Trustee Schafer seconded the motion, and the motion passed 6-0 with no further discussion.

11. Ms. Borne gave a conflict of issue statement before moving into executive session. She asked if any board members felt they had a conflict on any topic of the proposed executive session.
12. Administrator Boyd posed questions to Ms. Borne as to the validity of holding the executive session as it relates to the town Charter and the Colorado Revised Statutes. Specifically:

- Per C.R.S. 24-6-402(4)(f)(I) that states:

“Personnel matters, except if the employee who is the subject of the session has requested an open meeting, or if the personnel matter involves more than one employee, all of the employees have requested an open meeting. “

But Section 3.12 (e) of the Kiowa Home Rule Charter states, “for personnel matters.”

The state allows the employee to request that the matter be discussed in a public meeting, rather than in executive session, but the Charter does not provide the same language. Does the Colorado Statute control, or does the Town Charter? What is the basis for the position you are taking? Case law? And if the Charter supersedes Colorado Revised Statutes, does that mean this matter can only be discussed in closed session? Does that conflict with the “supersede” direction imposed under Section 3.12? Further, not knowing who the personnel matter is referring to – administrator, clerk, or both – how would any of the “personnel” understand what their options are under Colorado Revised Statutes or the Charter? As the Clerk is not an employee of the Board, is a non-Board employee subject to an executive session? What is the authority for that?

Ms. Borne explained that, in the absence of specific provisions in the Town charter, the personnel matter is not explicitly outlined. Regarding personnel issues, she noted it was intended to be a broad, general concern rather than a specific one. Ms. Borne confirmed that it relates to staff, and therefore, anyone employed by the Town is considered personnel and can be subject to executive session.

Administrator Boyd asked in response:

- Rules in Section 3.12 of the Kiowa Town Charter and C.R.S. noticed on this agenda seem to be in direct conflict with each other as they relate to whether the personnel in question can or cannot be heard in an open meeting.

How do you reconcile the conflict of the 2 provisions, and which is the controlling authority? If the Charter superseding C.R.S. is a conflict, is this a material conflict?

Ms. Borne explained it is not a material conflict.

13. Mayor Pro Tem Hart made a motion to move into executive session at 8:04 pm. Trustee Wineland seconded, and the motion was carried 6-0 with no discussion.

PUBLIC COMMENT

14. *Mona Schantz - Owner of High Plains Food at 403 Arapahoe Street and a Kiowa resident.* Spoke to the moratorium, cars backed in at residences, and the Kiowa school board.
15. *Annette Burmaster – Owner of Patty Ann’s Café at 230 Comanche Street, Kiowa.* Spoke to the moratorium, Main Streets, and the regulatory issues also under the moratorium
16. *Joey Kuhn - Owner of Just Peachy Day Spa at 320 Comanche Street, Kiowa.* Spoke to the moratorium and the feasibility of businesses.
17. *Kim Beaver – resident within the 80117 zip code, but not of the Town voting district.* Spoke to the moratorium and suggested extending the town limits to add more people to the population of the town.
18. *Jesi McElroy – Partner at Unbridled Contractors.* Spoke to the moratorium and asked if the Board would consider changing the Town Charter to allow local business owners the ability to also vote in the Town’s general and special elections. Voiced an interest in serving on town boards, commissions, or committees.

In response to the public comment, Trustee Schafer made a motion to schedule a follow-up special meeting to discuss exceptions to the moratorium suggested previously by Ms. Borne. Trustee Smith suggested July 22nd as the date for this meeting, the other board members concurred, and Trustee Stahl seconded the motion to hold a special meeting on July 22nd at 7 pm. The motion passed 6-0 with no further discussion.

OLD BUSINESS

None.

DISCUSSION/COMMUNICATIONS

None.

ADJOURN

Trustee Smith moved to adjourn at 10:01 p.m. Mayor Pro Tem Hart seconded, and the motion carried 6-0 with no discussion.

The next monthly meeting will be held on August 12, 2025.

Approved:



CALL TO ORDER/ ROLL CALL

Mayor Howard called the special meeting of the Board of Trustees to order on July 22, 2025, at 7:03 PM.

Present: Mayor Howard, Mayor Pro Tem Hart via Zoom, Trustee Stahl, Trustee Shafer, and Trustee Smith were present in person. The Town of Kiowa had a quorum to conduct business.

Trustee Shafer joined late at 7:04 pm.

Also present:

Kim Boyd, Town Administrator
Sasha Davidson, Town Clerk
Ruth Borne, general counsel for the Town of Kiowa
Mona Schantz, local business owner and resident
Chris Schantz, local property owner
Debbie Ullom, local business and property owner
Nikki Ullom, local property owner
Annette Burmaster, local business owner
Jay Vier, Main Street and Kiowa Lions Club board member
Joey Kuhn, local business owner and Main Street board member
Dean McAllister, local resident
Dave Elbert, local business owner
Keith Westfall, local business owner
Rick Pettit, local resident and business owner
Scott Kellogg, local business owner
Jesie McElroy, local business owner
David Summers, local property owner
Karen Neveling, lives in Ramah and is employed by local business
Scott Stillman, local business owner
David Lindauer, owner of Maverix Broadband
Theresa Lowry, resident and KWWA board member via Zoom
Richard Croisant, resident via Zoom
Laura B via Zoom
Danielle Ullom, resident via Zoom
K Anderson via Zoom
Ashley via Zoom
Tom via Zoom

AGENDA CONSENT

Trustee Stahl motioned to approve the agenda, and Trustee Wineland seconded, and the motion was carried 6-0 with no discussion.

PUBLIC COMMENT

1. *Annette Burmaster – Owner of Patty Ann’s Café at 230 Comanche Street, Kiowa.* Spoke to the moratorium and the proposed ordinance.
2. *Debbie Ullom – local property owner at 228 Comanche Street, Kiowa.* Spoke to the moratorium.
3. *Nikki Ullom – local property owner, Kiowa.* Spoke to the moratorium.
4. *Joey Kuhn - Owner of Just Peachy Day Spa at 320 Comanche Street, Kiowa.* Spoke to the moratorium, the feasibility of businesses, and suggested a class action lawsuit.
5. *Dave Elbert, local business owner at Elbert Tax Services, Kiowa.* Spoke to the moratorium.
6. *Keith Westfall, local business owner of High Plains Survey, Kiowa.* Spoke to the moratorium.
7. *Rick Pettit, local resident and business owner of Elbert County Title & Abstract, Kiowa.* Spoke to the finances of the town and previous issues with Tim Craft.
8. *Scott Kellogg, local business owner of Kellogg Contracting.* Spoke to the moratorium.
9. *Karen Neveling, lives in Ramah and is an employee of a local business.* Spoke to the moratorium.
10. *Scott Stillman, local business owner of Prism Build, Kiowa.* Spoke to the moratorium and what he had done for Kiowa, to date. Advised that he called the State Attorney General's Office to inquire about a class action lawsuit.
11. *David Lindauer, owner of Maverix Broadband.* Spoke to his previous issue in obtaining a right-of-way permit from the town, his inability to locate minutes and agendas on the town website, and the moratorium.
12. *David Summers, local property owner, Kiowa.* Spoke to the moratorium and the possibility of creating incentives for current property owners along SH-86 to help expand the town center.
13. *Annette Burmaster – Owner of Patty Ann’s Café at 230 Comanche Street, Kiowa.* Spoke to the moratorium, Main Streets, and the regulatory issues also under the moratorium
14. *Joey Kuhn - Owner of Just Peachy Day Spa at 320 Comanche Street, Kiowa.* Spoke to the moratorium and the feasibility of businesses.
15. *Jesi McElroy – Partner at Unbridled Contractors.* Spoke to the moratorium and asked if the Board would consider changing the Town Charter to allow local business owners the

ability to also vote in the Town’s general and special elections. Voiced an interest in serving on town boards, commissions, or committees.

NEW BUSINESS

16. Ms. Schantz answered questions from the board about her application and her desire to serve on the board. Trustee Smith made a motion to accept Ms. Shantz's application, and Trustee Stahl seconded it. The motion passed 6-0 with no further discussion. Clerk Davidson administered Ms. Shantz's oath of office, and Trustee Schantz took her seat at the table, filling the remaining spot on the board.

POLL VOTE

Trustee Wineland	AYE
Mayor Howard	AYE
Mayor Pro Tem Hart	AYE
Trustee Schafer	AYE
Trustee Stahl	AYE
Trustee Smith	AYE

17. Trustee Smith made a motion to approve RESOLUTION NO. 9, SERIES 2025, TOWN OF KIOWA, ELECTION RESOLUTION FOR 2025 ELECTION BALLOT, and Trustee Wineland seconded the motion. The motion carried 6- with no further discussion.

PUBLIC HEARINGS

18. ORDINANCE 5, SERIES 2025, AN AMENDMENT OF THE EMERGENCY ORDINANCE NO. 4, SERIES 2025 ESTABLISHING A TEMPORARY MORATORIUM IN TOWN CENTER FOR ANY ADDITIONAL BUSINESSES, OFFICES OR OTHER NON-REVENUE PRODUCING ACTIVITIES; AND DECLARING AN EMERGENCY FOR THE TOWN OF KIOWA, COLORADO

Trustee Schantz made motion to repeal ORDINANCE NO. 4, SERIES 2025 and Trustee Wineland seconded. No vote was taken.

PUBLIC COMMENT ON ORDINANCE 5, SERIES 2025

19. *Annette Burmaster – Owner of Patty Ann’s Café at 230 Comanche Street, Kiowa.* Spoke to the moratorium and the proposed exceptions of this ordinance.
20. *Dean McCallister, local property owner, Kiowa.* Spoke to the moratorium and how it came into existence.
21. *Debbie Ullom – local property owner at 228 Comanche Street, Kiowa.* Spoke to the suggested exceptions and asserted that no false information has been disseminated.

22. Trustee Shafer made a motion to table the motion on the table to repeal ORDINANCE 4, SERIES 2025, to hear the substantive content of ORDINANCE 5, SERIES 2025 first. Trustee Stahl seconded the motion. Motion passed 6-1 with Trustee Schantz opposing.
23. *Joey Kuhn - Owner of Just Peachy Day Spa at 320 Comanche Street, Kiowa.* Spoke to the moratorium and the feasibility of businesses.
24. *Kelly Wojetch, local property owner, Kiowa.* Spoke to the moratorium and her concerns with the discussion on the proposed rezoning of the Town Center.
25. *Jesi McElroy – Partner at Unbridled Contractors.* Spoke to the moratorium and proposed striking it.
26. Trustee Wineland made a motion to un-table the motion to repeal ORDINANCE 4, SERIES 2025, and Trustee Schantz seconded the motion. Motion passed 5-2 with Trustee Schantz opposing.
27. Trustee Schantz’s motion to repeal ORDINANCE 4, SERIES 2025, is back on the table, and Trustee Wineland has already seconded it. Motion passed 4-3 with Mayor Howard, Maro Pro Tem Hart, and Trustee Shafer opposing.

POLL VOTE

Trustee Wineland	AYE
Mayor Howard	NAY
Mayor Pro Tem Hart	NAY
Trustee Schafer	NAY
Trustee Stahl	AYE
Trustee Smith	AYE
Trustee Schantz	AYE

Administrator Boyd asked Ms. Borne to clarify her previous information regarding a requirement to have a unanimous vote to repeal. Ms. Borne, after a cursory review of the Town Charter, advised that it would pass with a majority. Ms. Borne advised that a motion needs to be made to fail ORDINANCE 5, SERIES 2025, for the record since it is now not applicable.

Trustee Smith made a motion to strike down ORDINANCE 5, SERIES 2025, and Trustee Shafer seconded. The motion passed 7-0 with no further discussion.

POLL VOTE

Trustee Wineland	AYE
Mayor Howard	AYE

Mayor Pro Tem Hart	AYE
Trustee Schafer	AYE
Trustee Stahl	AYE
Trustee Smith	AYE
Trustee Schantz	AYE

Mayor Howard closed the public hearings at 8:54 pm

DISCUSSION/COMMUNICATIONS

None.

ADJOURN

Trustee Wineland moved to adjourn at 8:55 p.m. Trustee Shafer seconded, and the motion carried 7-0 with no discussion.

The next monthly meeting will be held on August 12, 2025.

Approved:

Theresa Howard, Mayor

Kimberly Boyd, Town Administrator

Statement of Financial Position

Town of Kiowa
As of August 11, 2025

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	
1010 TOK Primary Checking (6476)	409,321.37
1020 TOK Money Market Account (6484)	580,370.63
1050 Petty Cash	165.41
Total for Bank Accounts	\$989,857.41
Accounts Receivable	
1100 Accounts Receivable (A/R)	65,276.07
1101 Property Tax Receivable	186,050.00
Total for Accounts Receivable	\$251,326.07
Other Current Assets	
1493 Investment in Fixed Assets	
Total for Other Current Assets	0
Total for Current Assets	\$1,241,183.48
Fixed Assets	
1492 Buildings	
1540 Furniture & fixtures	
1600 Accumulated depreciation	
6750 Equipment & Furniture	
Total for Fixed Assets	0
Other Assets	
Total for Assets	\$1,241,183.48
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable (A/P)	127,997.11
Total for Accounts Payable	\$127,997.11
Credit Cards	
2040 VISA (5418)	-8,105.51
Total for Credit Cards	-\$8,105.51
Other Current Liabilities	
2104 Deferred Revenue	\$0.16
2114 Committed Fund Balance Conservation Trust	13,085.00
2124 Committed Fund Balance Road and Bridge	247,177.00

Statement of Financial Position

Town of Kiowa
As of August 11, 2025

DISTRIBUTION ACCOUNT	TOTAL
Total for 2104 Deferred Revenue	\$260,262.16
2105 Deferred Property Tax	186,050.00
2109 Adjustment for TABOR	-15,054.00
2210 Payroll tax to pay	0
2211 FICA- Payroll Taxes	-4,365.25
2212 FIT	4,321.16
2213 Colorado SIT	500.00
2214 Retirement benefits to pay 457	-60.00
2215 FUTA	-130.94
2216 CO FLI - Family leave	
2217 Colorado SUI	-59.35
2501 ICMA 401(a)	-3,395.49
Total for 2210 Payroll tax to pay	-\$3,189.87
2510 Impact Fees Collected	3,149.00
Fund Balance--Res'd for Emergency	14,554.00
Total for Other Current Liabilities	\$445,771.29
Total for Current Liabilities	\$565,662.89
Long-term Liabilities	
Total for Liabilities	\$565,662.89
Equity	
3300 Retained Earnings	644,566.70
Net Income	30,953.95
3150 Opening balance equity	-0.06
Total for Equity	\$675,520.59
Total for Liabilities and Equity	\$1,241,183.48

Statement of Activity

Town of Kiowa

January 1-August 11, 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
4000 Tax Revenue	0
4010 Roads & Streets	0
4011 Road & Bridge Distribution	50,588.23
4012 Highway Users Tax Fund (HUTF)	15,788.71
Total for 4010 Roads & Streets	\$66,376.94
4015 Cigarette Distribution	1,142.58
4020 Current Interest	96.84
4050 Personal Property Exemption	601.00
4051 Property Tax	158,235.81
4060 Sales Tax - DOR	178,771.73
4061 Senior/Vet Exemption	1,658.14
4063 Specific Ownership Taxes (SOT)	15,031.43
4065 Use tax	8,024.93
4067 Conservation Trust Fund (CTF)	4,247.33
Total for 4000 Tax Revenue	\$434,186.73
4200 Contributed Income	0
4210 Government Grants & Contracts	0
4215 DOLA - EIAF 9734 Grant	183,697.94
4216 CDOT - TAP Grant	144,841.27
Total for 4210 Government Grants & Contracts	\$328,539.21
4220 Sponsorships & Donations	0
4221 Annual Town Events	15,250.00
4222 Town Parks Improvement Project - Donations	3,056.84
Total for 4220 Sponsorships & Donations	\$18,306.84
Total for 4200 Contributed Income	\$346,846.05
4250 Sales	0
4251 Business License Fees	2,962.49
4252 Building Permit and Plan Review Fees	11,624.09
4253 Business License	435.00
4254 Dog License Fee	21.50
4256 Liquor License Renewal Fee	100.00
4257 Special Event Liquor License Fee	500.00
4258 Solicitor Permit	110.00
4259 Records Request Fees	10.00
4261 Court Fines	350.00
Total for 4250 Sales	\$16,113.08

Statement of Activity

Town of Kiowa

January 1-August 11, 2025

DISTRIBUTION ACCOUNT	TOTAL
4280 Franchise Tax	0
4281 Black Hills	8,956.82
4282 Comcast	200.00
4283 CORE	11,286.71
Total for 4280 Franchise Tax	\$20,443.53
4400 KWWA Operating Contract	48,657.47
Total for Income	\$866,246.86
<hr/>	
Cost of Goods Sold	
Gross Profit	\$866,246.86
<hr/>	
Expenses	
6000 Payroll expenses	0
6010 Salary & Wages	0
6030 Salary & Wages- Public Works-Streets	9,819.67
6040 Salary & Wages - Admin Staff	72,916.76
Total for 6010 Salary & Wages	\$82,736.43
6020 Board Monthly Stipend	4,600.00
6100 Payroll Taxes (Employer)	7,459.45
6210 Deferred Health Care	11,768.75
6212 ToK Benefit Expense	1,969.29
6250 Reimbursements - Employee	500.00
6270 MyPay Solutions Contractual Fees	1,073.65
Total for 6000 Payroll expenses	\$110,107.57
6290 Professional Training & Conference	2,963.45
6300 Advertising & Public Notices	\$510.75
6310 Display Ads	933.00
6320 Public Notices	1,970.72
6330 Town Sponsored Events	3,934.79
Total for 6300 Advertising & Public Notices	\$7,349.26
6400 Subcontractor	0
6401 Snowplowing	5,411.25
6402 Christmas Tree Lights	3,000.00
6403 Event Coordinator	875.00
Total for 6400 Subcontractor	\$9,286.25
6500 Insurance	0
6510 CIRSA Insurance (PC & Liability)	15,523.95
6512 CIRSA (Workers Compensation)	-963.16
6530 STD & LTD Insurance	76.52
Total for 6500 Insurance	\$14,637.31

Statement of Activity

Town of Kiowa

January 1-August 11, 2025

DISTRIBUTION ACCOUNT	TOTAL
6600 Donations & Sponsorships to Others	10,884.56
6620 Meals & Entertainment	\$229.38
6621 Community Engagement	660.98
Total for 6620 Meals & Entertainment	\$890.36
6630 Dues & Subscriptions	0
6631 Newspaper & Publication Subscription	468.00
6632 Website/Apps	\$300.00
6632.1 Accounting Software - Intuit QuickBooks	758.87
6632.2 Adobe Subscription	239.90
6632.4 Indeed	506.46
6632.9 Zoom	252.96
Total for 6632 Website/Apps	\$2,058.19
6633 Professional Memberships	3,342.77
Total for 6630 Dues & Subscriptions	\$5,868.96
6710 Repairs & maintenance	0
6711 Trash and Janitorial	1,130.71
6712 Repairs & Maintenance - Streets	8,452.52
6713 Repair & Maintenance - Town Hall	1,041.26
6714 Repairs & Maintenance - Parks & Rec	3,723.05
Total for 6710 Repairs & maintenance	\$14,347.54
6760 Rent & Lease Equipment	0
6761 Parks & Rec - Parker Port-a Potty	5,670.00
6762 Equipment Purchase/Lease	21,734.27
Total for 6760 Rent & Lease Equipment	\$27,404.27
6770 Facility rental	1,095.55
6771 Town Event Entertainment	17,530.06
6800 General Office Expenses	\$9,606.12
6805 Shipping & Postage	29.04
6820 Office supplies	\$2,479.95
6822 Supplies for Events/Specialty	5,361.01
6823 Specific Use Supplies & Materials for Parks	485.69
6824 Specific Use Supplies for R & B	7,030.53
6827 Supplies & materials	86.36
Total for 6820 Office supplies	\$15,443.54
6821 Specific Use Supplies for Office	564.86
6830 Copier Lease	2,009.80
6850 Computer Supplies/Software & apps	7,334.27
6860 Printing & Photocopying	3,443.39
Total for 6800 General Office Expenses	\$38,431.02

Statement of Activity

Town of Kiowa

January 1-August 11, 2025

DISTRIBUTION ACCOUNT	TOTAL
6900 Utilities	0
6905 Utilities- Power - CORE	1,582.08
6906 Utilities- Power- Street Lights - CORE	7,367.89
6910 Utilities- Heat - Black Hills	2,605.81
6920 Utilities - Water and Sewer - KWWA	2,613.96
6940 Utilities Telephone/Internet	3,577.84
6970 Security/Alarm Monitoring	2,499.78
Total for 6900 Utilities	\$20,247.36
7000 Professional Services	0
7016 Legal Services	0
7012 Legal Services - General Counsel	15,375.00
7013 Legal Services - Special Counsel	280.50
7014 Professional Services - Municipal Court	8,634.12
Total for 7016 Legal Services	\$24,289.62
7020 IT Services	0
7021 Professional - IT - Phoenix Technologies	7,668.36
7022 Professional - Web Design	2,180.00
Total for 7020 IT Services	\$9,848.36
7030 Financial Services	0
7031 Professional Services - Accountant	679.80
7032 Professional Services - Auditor	16,500.00
Total for 7030 Financial Services	\$17,179.80
7040 Consulting Services	0
7041 Professional - Consulting - SafeBuilt	5,446.07
7042 Professional - Consulting - Kimley-Horn	440,123.36
7043 Professional - Consulting - CORE Engineering	2,200.00
Total for 7040 Consulting Services	\$447,769.43
7070 IGA with ECSO	42,664.00
7090 Professional Services- Other	\$200.00
7091 Professional - Code Enforcement	10,477.85
7092 Professional - Fischer Project Mgmt	10,000.00
7094 Professional Services - Security	480.00
Total for 7090 Professional Services- Other	\$21,157.85
Total for 7000 Professional Services	\$562,909.06
7200 Vehicle Expenses	0
7210 Vehicle Gas & Fuel	1,180.62
7220 Licenses/Registrations	22.47
Total for 7200 Vehicle Expenses	\$1,203.09

Statement of Activity

Town of Kiowa

January 1-August 11, 2025

DISTRIBUTION ACCOUNT	TOTAL
7500 Other Miscellaneous Expense	\$100.00
7503 Elbert County Clerk & Recorder	1,079.25
7504 Elbert CO Treasurer Fee	3,217.83
Total for 7500 Other Miscellaneous Expense	\$4,397.08
Total for Expenses	\$849,552.75
Net Operating Income	\$16,694.11
Other Income	
8000 Interest Income	14,705.22
Total for Other Income	\$14,705.22
Other Expenses	
7505 Miscellaneous Receipts	445.38
Total for Other Expenses	\$445.38
Net Other Income	\$14,259.84
Net Income	\$30,953.95

RUTH O. BORNE
ATTORNEY AT LAW
27 MAIN STREET, UNIT 103
EDWARDS, CO 81632

ruth@bornelaw.com

Admitted to practice in
Florida and Colorado

August 8, 2025

Honorable Mayor and Board of Trustees
Town of Kiowa
404 Comanche Street
Kiowa, CO 80117
Via e-mail

RE: RESIGNATION AS TOWN ATTORNEY

Dear Honorable Mayor and Board of Trustee:

After careful thought and consideration, please accept this letter as my formal resignation as the Town Attorney for Kiowa. We have overcome some significant hurdles over the past few years and grateful for all that everyone does to support your community.

I have gained invaluable experience and expertise that we accomplished together. Please know I am available to assist on any issue that may arise, assist in a transition for a new attorney or provide documentation regarding the same.

Thank you for all of support at this time.

Kind Regards,
BORNE LAW

Ruth O. Borne

Ruth O. Borne