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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

New Business

- A. Discussion and possible action on Resolution 11, Series 2025, a Resolution approving the professional legal services agreement for Michow, Guckenberger & McAskin, LLP as General Counsel for the Town of Kiowa.

Public Comment

This is a meeting of the Board of Trustees held in public. We welcome you here and thank you for your time and concerns. When you are recognized, please stand and state your name and address to the Board. Your comments will be limited to 5 minutes. If many speakers are anticipated, the Mayor may (a) shorten the time limit; (b) ask speakers to limit themselves to new information and points of view not already covered by previous speakers; and/or (c) limit the total time of public comment to allow the Board to proceed to consider items set on the regular meeting agenda. The Board of Trustees may not respond to your comments during this meeting, but rather take your comments and suggestions under advisement and your questions will be directed to the appropriate person or department for follow-up. Personal attacks against Board Members, Administrative Staff, or Employees will not be recognized. If a response from Staff is requested, the Mayor will direct Staff to have a response at the next regularly scheduled Board meeting.

Public Hearing

- A. 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. Discussion and possible action on 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

Public Hearing

- A. Variance request by Hoo Motors at 209 Cheyenne Street

New Business

- A. Discussion and possible action on the variance request by Hoo Motors at 209 Cheyenne Street
- B. Discussion and possible action on Resolution 12, Series 2025, a Resolution authorizing an intergovernmental agreement with Veregy West, LLC.
- C. Discussion and possible action on proposed Policy 22-060 - On-Call Response Procedures

Staff Reports

- A. Mayor
 - 1) Statement on public comments for the August Monthly Meeting.
- B. Board of Trustees
- C. Town Attorney
- D. Town Administrator
 - 1) Grants update
 - 2) Town Parks Project update
 - 3) Main Street Program
 - 4) Town events
 - 5) Case No. 2024CV30100 — Maverix Broadband, Inc. vs Town of Kiowa, Colorado, and Kimberly Boyd, an individual
- E. Public Works
- F. Code Enforcement

Consent Items

- A. Approval of Minutes of the August 12, 2025, monthly meeting

B. Expenditures for Year-to-Date 2025

Old Business

Discussion/Communications

A. 2026 Proposed Budget

Adjourn

Agenda Approved By:

**Theresa “Terry” Howard
Mayor, Town of Kiowa**

Date Posted:

September 8, 2025

Time Posted 4:00 PM

[MEETING_PROTOCOL]

**RESOLUTION NO. 11, SERIES 2025
TOWN OF KIOWA**

**A RESOLUTION OF THE BOARD OF TRUSTEES APPROVING THE
PROFESSIONAL LEGAL SERVICES AGREEMENT WITH
MICHOW GUCKENBERGER MCASKIN, LLP, AS TOWN ATTORNEY
FOR THE TOWN OF KIOWA**

WHEREAS, the Town of Kiowa (“Town”) is a home rule municipality with all the powers granted by Article XX of the Colorado Constitution and the Town’s Home Rule Charter (“Charter”); and

WHEREAS, Section 4.04 of the Charter requires the position of Town Attorney to be appointed by a majority vote of the Town’s Board of Trustees (“Board”); and

WHEREAS, Section 4.04 of the Charter provides that the Town Attorney position shall be filled by an attorney licensed to practice law in the State of Colorado, at a salary or hourly rate fixed from time to time by resolution of the Board; and

WHEREAS, the Town Attorney position is vacant; and

WHEREAS, on August 05, 2025, the Town posted and distributed a Request for Proposal to Provide General Counsel Legal Services for the Town of Kiowa (“Request for Proposal”); and

WHEREAS, the proposals that were timely received in response to the Request for Proposal were provided to the members of the Board for review and consideration; and

WHEREAS, after careful consideration of the proposals received, the Board has selected the law firm of Michow Guckenberger McAskin LLP (“MGM”), as the most responsive, reliable, and responsible proposal to provide general counsel services to the Town; and

WHEREAS, MGM has submitted an agreement to provide professional legal services to the Town as the Town’s general counsel, a copy of which is attached hereto and incorporated herein as Exhibit "A" (“Town Attorney Agreement”); and

WHEREAS, MGM proposes that Joshua Myers, an MGM attorney who is licensed to practice law in the State of Colorado, be appointed by the Board to function as the Town Attorney for the Town; and

WHEREAS, the Board, after considering the proposed Town Attorney Agreement, desires to enter the Town Attorney Agreement with MGM and to designate Joshua Myers as the Town Attorney for the Town.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Kiowa, Colorado:

Section 1. The recitals above are incorporated herein for all purposes.

Section 2. The Board hereby: (1) approves the Town Attorney Agreement and sets the hourly rate for Town Attorney services as provided therein; (2) authorizes and directs the

Mayor and Town Clerk to execute the Town Attorney Agreement on behalf of the Board; and (3) appoints Joshua Myers as the Town Attorney for the Town of Kiowa.

The provisions of this Resolution shall take effect immediately. ADOPTED AND APPROVED this 9th day of September 2025.

TOWN OF KIOWA, COLORADO

By: _____
Theresa Howard, Mayor

ATTEST:

By: _____
Sasha Davidson, Town Clerk



September 09, 2025

Board of Trustees of the Town of Kiowa
404 Comanche St.
Kiowa, CO 80117

Re: Engagement for Town Attorney Services

Dear Mayor Howard and Members of the Board of Trustees:

This letter confirms the Town of Kiowa's engagement of Michow Guckenberger McAskin LLP, a Colorado limited liability partnership, with its principal place of business at 5299 DTC Boulevard, Suite 300, Greenwood Village, Colorado 80111 (the "Firm") as Town Attorney serving the Board of Trustees of the Town of Kiowa, a Colorado home rule municipality (the "Board" or "Town") (each individually a "Party" and collectively the "Parties"). This letter sets forth the agreements between the Parties related to the Firm acting as the Town Attorney for the Town (the "Agreement"). The effective date of this Agreement and the Firm's engagement as Town Attorney or the Town is _____, 2025 ("Effective Date").

1. APPOINTMENT OF GENERAL LEGAL COUNSEL

A. The Firm is engaged and appointed as general legal counsel to represent and advise the Town with respect to legal matters referred by the Town to the Firm in accordance with this Agreement.

B. Joshua Myers is hereby designated and appointed as the Town Attorney for the Town of Kiowa. The Firm may change the designation of the attorney to serve as the Town Attorney only with the express consent of the Town. The Firm may represent to third parties and identify in Firm advertising and other Firm-sponsored materials that the Firm serves or represents the Town as the Town Attorney unless the Town specifically directs the Firm not to make such representation on a particular matter or to a particular party.

C. The Town Attorney and the Firm will work cooperatively and in concert with other Town-appointed attorneys who may be appointed by the Town or by the Town's insurer to represent the Town on specialized matters such as but not limited to litigation and water matters.

D. The Firm may utilize other qualified attorneys of the Firm to assist the Town Attorney and provide legal services to the Town as deemed appropriate by the Town Attorney, and such additional attorneys may be deemed "Assistant Town Attorneys" for such purposes. The Town shall retain the right to reasonably reject the assignment of any Firm-selected Assistant Town Attorney.

E. The Town authorizes the Firm's attorneys to execute documents connected with the representation of the Town, including pleadings, applications, protests, contracts, commercial papers, settlement agreements and releases, verifications, dismissals, orders, and all other documents, and to represent the Town in matters associated with providing legal services to the Town.

2. SCOPE OF LEGAL SERVICES

A. The Firm shall provide to and coordinate for the Town all usual and customary legal services authorized to and provided by the Town Attorney's Office for comparable municipalities that engage a law firm on a contract basis for general legal services. The legal services shall include, without limitation, those set forth in Section 4.04 of the Town of Kiowa Home Rule Charter and:

- i. Representing the Board, the Town staff, and the various boards, commissions, and authorities of the Town, as may be created by the Board of Trustees;
- ii. Reviewing and preparing staff reports, ordinances, resolutions, agreements, deeds, leases, easements and other routine Town documents;
- iii. Attending regular and special meetings and study sessions of the Board and Planning Commission, as requested and scheduled;
- iv. Providing legal advice and support to the Board, Town administrative personnel, and Town boards, commissions and authorities;
- v. Advising the Town on current federal, state, and local laws affecting the Town and changes or developments therein;
- vi. Representing the Town in judicial and appropriate administrative proceedings;
- vii. Coordinating outside legal counsel services on behalf of the Town, as approved by the Board; and
- viii. Providing educational sessions to the Town's elected and appointed officers and staff on a periodic basis.

Comprehensive code updates are not considered general legal services, and will require a separate agreement with the Firm. See Exhibit A attached hereto for more information.

B. The Firm shall provide for support by any para-professional personnel in its representation of the Town as deemed necessary and cost effective by the Town Attorney.

D. The Firm shall maintain working relationships with attorneys specializing in fields of interest to municipalities, including but not limited to condemnation, litigation, water law, bond counsel, and telecommunications. The Firm may recommend hiring special legal counsel with specialized knowledge and expertise to represent the Town or assist the Firm when it deems reasonable and in the best interest of the Town and in cases of conflict of interest by the Firm. The Firm may also recommend hiring special legal counsel to advise the Town or provide second opinions on matters of extraordinary importance to the Town, including matters involving complex litigation or a substantial financial or other impact on the Town or its residents, considering the Town's budget as whole, or considering Town

functions or programs as a whole, when such matters of extraordinary importance also involve legal uncertainties or complexities. The Board shall have the right to engage special legal counsel on any matter deemed appropriate by the Board, following consultation with the Firm, to advise the Board or to assist the Firm.

E. Following approval by the Board, the Firm may contract with an attorney or law firm for the provision of municipal prosecution services at a flat rate per court session, and shall invoice the Town at such rate without mark-up. The attorneys shall be under the general coordination of the Town Attorney, but the Firm shall not warrant the quality of work of the attorney or law firm.

F. Any attorneys who are not employed by the Firm, but who are employed by or retained by the Town to perform legal representation or to assist such employed or retained representatives, shall be under the general coordination of the Town Attorney although such non-Firm attorneys shall contract directly with the Town, and the Firm shall not warrant the quality of work of such non-Firm attorneys or firms. Such coordination and supervision by the Firm shall not be undertaken when special legal counsel is appointed due to a conflict of interest on behalf of the Firm.

G. Although the Firm is unaware of any existing conflicts and actively seeks to avoid potential for conflicts, the Town understands and recognizes that unanticipated conflicts may arise that could impair the ability of the Town Attorney and the Firm to represent the Town on specific legal matters. In such event, the Town Attorney shall comply with the requirements of the Colorado Rules of Professional Conduct in addressing such conflict with the Town. The Parties understand that the Town is not obligated to waive any conflict in order to permit the Town Attorney to represent the Town.

3. **COMPENSATION**

A. The Town shall compensate the Firm for the services of the Town Attorney and other attorneys and paralegals of the Firm at their legal services billing rates, as listed in **Exhibit A** attached to this Agreement.

B. The Firm evaluates its billing rates annually, and may adjust the hourly rates for the Town Attorney, firm attorneys, and other Firm professionals from time to time by providing the Town with at least thirty (30) days' prior written notice of any such adjustment. Such written notice shall contain a new **Exhibit A** that will supersede the rates set forth herein as of the effective date of any rate adjustment.

C. The Town shall not be required to compensate the Firm for:

- i. Electronic and hardcopy library and research materials and research librarian services except database access charges (e.g., Lexis/Nexis or Westlaw) for legal research billed at Firm cost without administrative mark-up;
- ii. Employee benefits;
- iii. Employee insurance, including malpractice insurance;
- iv. Training and continuing legal education;
- v. Bar and professional licensing expenses and registrations;
- vi. Local professional memberships;

- vii. Firm-owned electronic, computer and computer/network related communications equipment, hardware, software and information technology support services, systems training of Firm personnel, including personal computers, laptops, computer printers, or mobile telephones;
- viii. Routine copying customarily performed in the day-to-day performance of legal services except those projects requiring outside copying and specialized printing services may be charged at cost. Large project copying (typically more than 300 pages/project) may be charged to the Town in accordance with the Firm's standard policies;
- ix. Facsimile expenses;
- x. Newspapers and professional periodicals;
- xi. Postage for regular mail delivery by United States Postal Service except for, and with prior Town Manager approval, mass mailings and special, expedited, or overnight delivery services, which may be charged at cost;
- xii. Office supplies used by the Town Attorney (to include items customarily associated with standard office operations and management such as paper, pens, notebooks, paper files, file folders, tape, paperclips, labels, etc.); and
- xiii. Archival storage and retrieval of outdated client files performed in accordance with the Firm's standard client file storage policies; provided, however, that the Firm may relinquish possession of outdated files to the Town for storage.

D. The Town shall compensate the Firm for out-of-pocket fees and costs incurred on the Town's behalf, including but not limited to filing fees, service of process, expert witness fees (only as pre-authorized by the Town), court reporter fees, transcript fees, recording fees, title company's fees for title work, and publication fees. Such fees will be billed to the Town at the Firm's cost without mark-up.

E. Attorney travel time shall be charged at the attorney's hourly rate. The Town shall compensate the Firm for mileage expenses of vehicles used by the Town Attorney, other Firm attorneys and Firm employees for travel completed in the direct and exclusive performance of services for the Town. Mileage shall be charged at the Firm's standard mileage rate (not to exceed U.S. Internal Revenue Service published business travel mileage allowance).

F. The Firm shall provide to the Town a detailed invoice for all legal services and costs on a monthly basis. Such invoice shall separate attorney service rates, fees, and expenses incurred on behalf of the Town, and may include allocations associated with specific projects for which the Town accounts separately. The Town shall pay all undisputed amounts invoiced by the Firm within thirty (30) days of receipt of the invoice (the "Due Date"). If the Town fails to pay any undisputed amounts invoiced by the Due Date, the Firm may elect to stop all work for the Town and apply interest to the past-due amount owed to the Firm at the rate of 8% per annum accruing from the Due Date. The Town's obligation to make prompt payment of all undisputed amounts invoiced does not depend upon achievement of any specific result.

4. **AVAILABILITY**

A. The Town Attorney shall routinely attend regular meetings of the Board and the Town's Planning Commission and be available to provide legal services for the Board. At the request of the Town, and upon reasonable notice provided, the Town Attorney will attend special meetings, study sessions, Board retreats, and other Town business meetings. The Town Attorney may designate another Firm attorney to attend any Town meeting on behalf of the Town Attorney due to a scheduling conflict or based on the agenda items to be discussed.

B. The Town Attorney shall be available to render the services required hereunder on an "on-call" basis, and when necessary shall cause any Assistant Town Attorneys to be available by appointment for consultation with Town representatives.

C. The Town Attorney shall assign one or more Assistant Town Attorneys to be available to render the services required of the Town Attorney hereunder on an "on-call" basis whenever the Town Attorney is unavailable.

D. The Firm will employ or retain on contract at its discretion and own cost, at its office and during regular business hours, such administrative personnel as are necessary to support the Town Attorney.

5. **TOWN-DESIGNATED REPRESENTATIVE**

In the interest of budget management, the Board hereby designates the Mayor and Town Manager to serve as the primary contacts to the Town Attorney outside of the regular Board of Trustee meetings.

6. **INDEPENDENT CONTRACTOR**

In performing the services herein specified, the Firm is acting as an independent contractor. Its attorneys adhere to the Colorado Rules of Professional Conduct as approved and adopted by the Colorado Supreme Court, as they may be changed or revised from time to time.

The following disclosure is provided in accordance with Colorado law:

THE FIRM ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE FIRM OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. THE FIRM FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. THE FIRM ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

7. NON-DISCRIMINATION

During the performance of this Agreement, the Firm shall:

- A. Not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, age, military service, veteran status, marital status, national origin, disability, or any other class protected by law.
- B. Comply with all state and federal laws, regulations, and executive orders regarding non-discrimination applicable to the Town and its programs.

8. ASSIGNMENT

This Agreement for services is personal to the parties hereto and shall not be assigned by either party.

9. TERM AND TERMINATION

- A. This Agreement shall be effective as of the date provided above and may be terminated by either Party, upon written notice, without cause or reason upon thirty (30) days prior written notice to the non-terminating Party. During such period following notice and prior to termination, the Parties shall coordinate the transfer of legal services and Town files from the Firm to the Town or the Town's newly selected Town Attorney, as directed by the Town.
- B. The Parties understand and agree that the compensation to be provided by the Town pursuant to this Agreement is subject to annual appropriation by the Town. Although the Parties recognize that the Town may effectively terminate this Agreement through a refusal to appropriate funds for a given fiscal year, the Town agrees that its exercise of such authority will be undertaken in good faith and in accordance with the provisions of Paragraph 9(A) above which would require the funding of services for the period of notice prior to termination.
- C. Nothing in this Section shall preclude or prevent the Parties from modifying any notice requirement or term of notice or negotiating other terms for a mutually acceptable termination.

10. CONFLICTS

Unless otherwise agreed to and approved by the Town, the Firm shall not accept work on behalf of any client that will create a conflict or the potential for a conflict with the Town. This requirement shall specifically preclude the Firm from undertaking work on behalf of Elbert County, any special district whose jurisdiction or area of service lies within all or any portion of the Town, any special district or municipality that shares a common boundary with the Town or which may potentially provide services within the Town, and any landowners, businesses, and developers residing or working within the Town.

11. **MISCELLANEOUS PROVISIONS**

A. Privacy and Document Retention Policies. The Firm's "Privacy Policy Notice" is attached to this Agreement as **Exhibit B**. The Firm's Document Retention Policy is attached to this Agreement as **Exhibit C**. The Firm will conduct its representation of the Town in accordance with these policies. If the Firm changes either of these policies, the Firm will notify the Town within thirty (30) days after the effective date of such change.

B. Document Ownership. Files maintained by the Firm as the result of the performance of services for the Town shall be the property of the Town. Upon termination of this Agreement, the Firm shall deliver such files to the Town, as provided in Section 9.A of this Agreement.

Entire Understanding of Terms of Our Representation. This engagement letter constitutes our entire understanding and agreement with respect to the terms of our engagement and supersedes any prior understandings and agreements, written or oral, regarding representation on this matter. If any provision of our engagement letter is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect. This engagement letter may only be amended in writing by the Firm and the Town except as allowed otherwise as provided in the Agreement.

Please confirm the Town's agreement to these terms by signature and date below, and said signature shall confirm the Town's agreement to the terms of the Agreement.

We look forward to working with the Board of Trustees of the Town of Kiowa and serving as Town Attorney.

Sincerely,



Linda Michow, Managing Partner
Michow Guckenberger McAskin LLP
lmichow@mgmfirm.com

ACCEPTED AND AGREED ON BEHALF OF
THE BOARD OF TRUSTEES OF
THE TOWN OF KIOWA, A COLORADO HOME RULE MUNICIPALITY

Date of execution: _____, 2025.

By: _____
Theresa Howard, Mayor

ATTEST:

By: _____
Sasha Davidson, Town Clerk

EXHIBIT A

ATTORNEY RATES PER HOUR FOR MUNICIPAL LEGAL SERVICES
Effective September 09, 2025

General Legal Services – Hourly Rates

Town Attorney	\$225.00
Partner	\$285.00
Senior Associate/Of Counsel	\$260.00
Associate	\$200.00
Paralegal/Research Professional	\$120.00
Law Clerk	\$ 85.00

The Firm charges fees in six-minute (1/10 hour) increments. The hourly rates set forth above will be effective for twelve (12) months following the Effective Date.

Billing Cap: During the first six (6) months following the Effective Date, a billing cap of two (2) hours (the “Billing Cap”) shall apply to the Town Attorney’s attendance at the regular monthly meeting of the Board and the Town’s Planning Commission, per each respective monthly meeting. The Billing Cap will not apply to more than one (1) meeting per month for the Board and Commission. The Billing Cap does not apply to the Town Attorney’s attendance at special meetings except when a special meeting is held in place of the Board’s or Commission’s regular monthly meeting. The Billing Cap does not apply to the Town Attorney’s attendance at study sessions or executive sessions that extend a regular meeting longer than two (2) hours. The Billing Cap does not apply to other Firm attorneys attending any meeting unless the attorney is attending the meeting on behalf of Mr. Myers as Town Attorney. The Firm may agree to extend the Billing Cap past the first six (6) months at the Firm’s sole-discretion.

Specialized Legal Services – Hourly Rates

Specialized legal services, such as legal services pertaining to land use and development applications, annexations, and development agreements, are charged at the following hourly billing rates:

Town Attorney:	\$260.00
Partner	\$285.00
Senior Associate/Of Counsel	\$275.00
Associate	\$230.00
Paralegal/Research Professional	\$120.00
Law Clerk	\$ 85.00

***Comprehensive code updates are not considered general legal services or specialized legal services under the Agreement and will require a separate agreement with the Firm. Comprehensive code updates include, but are not necessarily limited to, rewriting complete chapters, zoning ordinance, subdivision ordinance, and other complete codes. Adopting model codes or standards by reference and making changes to code to reflect policy changes or new state or federal laws is not considered a comprehensive code update and falls under general legal services.

EXHIBIT B

FIRM PRIVACY POLICY NOTICE

Attorneys, like other professionals who advise on certain personal matters, are required by federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by federal law. Maintaining your trust and confidence is a high priority to our law firm. The purpose of this notice is to comply with the federal law by explaining our privacy policy with respect to your personal information.

NON-PUBLIC PERSONAL INFORMATION WE COLLECT:

In the course of providing services to our clients, we collect personal and financial information about our clients that is not available to the public and which is provided to us by our clients or obtained by us with their authorization or consent.

PRIVACY POLICY:

As a current or former client of Michow Guckenberger McAskin LLP, please be assured that all non-public personal information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed to by you, or as is permitted or required by law and applicable ethics rules.

CONFIDENTIALITY AND SECURITY:

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. We restrict access to non-public, personal information about you to those people in the firm who need to know that information to provide services to you (and their support personnel). In order to guard your non-public personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards as well as federal regulations.

Please call the attorney you work with if you have any questions. Your privacy, our professional ethics, and the ability to provide you with quality service are very important to us.

Michow Guckenberger McAskin LLP

EXHIBIT C

FIRM DOCUMENT RETENTION POLICY

The Client is advised that the files created and compiled by the Firm for work on Client matters, including notes, correspondence, pleadings, research, and any other documents prepared by the Firm, will not be retained indefinitely. The Firm will notify the Client at least one time per year regarding the conclusion of Client matters, and may elect to provide Client with such notice more frequently (for example, at the time that such matter has concluded). Upon the Client's request, we will return Client files to the Client or its designee once a matter is concluded, so long as the Client has paid all fees and costs owed to the Firm and reasonably necessary to transfer such files. We may retain copies of all or any portion of the Client's file duplicated at our expense. If the Client does not request their files, we will keep the files and information therein for a minimum of thirty days after the conclusion of a matter or termination of representation, after which we may retain, destroy, or otherwise dispose of them as we deem appropriate.

The Firm generally keeps Client records electronically. As a general matter, once documents are part of our electronic records, we will destroy all paper documents provided to us, unless the Client provides express written instructions otherwise. Notwithstanding the foregoing, we will not destroy: (i) original documents entrusted to us for continued representation as part of our services; or (ii) any documents that the Client is obligated by law to retain.



MICHOW | GUCKENBERGER | MCASKIN
ATTORNEYS AT LAW

August 28, 2025

VIA EMAIL TO: kboyd@townofkiowa.com

Town of Kiowa
Attn: Kimberly Boyd, Town Administrator
Town Hall
404 Comanche Street
P.O. Box 237
Kiowa, CO 80117

Re: Michow Guckenberger McAskin LLP Proposal for Town Attorney Services

Dear Mayor Theresa Howard and Members of the Kiowa Board of Trustees:

The law firm of Michow Guckenberger McAskin LLP (“MGM” or “Firm”) is pleased to submit this proposal to the Town of Kiowa for Town Attorney services. MGM’s attorneys practice local government law exclusively and serve as general counsel and special counsel for municipalities, special districts, authorities, and counties. MGM’s attorneys also provide hearing officer services for some of our municipal clients.

With over 130 years of combined public law experience, we have advised our clients on virtually every legal issue that arises in home rule municipalities in Colorado, and we are passionate about devoting our skills and experience to enable our clients to best serve their constituents.

Our attorneys have particular expertise in elections, land use and entitlements, real estate, municipal tax law, TABOR, public works, contracts, intergovernmental agreements, public safety, open meetings, open records, business regulation and licensing, personnel, risk management, and routine litigation and litigation management. As a result of our extensive experience, we have created a robust electronic library of research and forms that enhances our ability to provide timely and efficient responses to meet the needs of our clients.

I am confident that MGM is well equipped to provide high quality legal services to the Town of Kiowa. If you have any questions regarding this proposal, please do not hesitate to contact me directly at 303-459-2294.

Best regards,
Michow Guckenberger McAskin LLP

Joshua Myers, Proposed Town Attorney
jmyers@mgmfirm.com
Marcus McAskin, Partner
mmcaskin@mgmfirm.com



MICHOW | GUCKENBERGER | MCASKIN
ATTORNEYS AT LAW

PROPOSAL

GENERAL FIRM DATA

Official Name and Address.

Michow Guckenberger McAskin LLP
5299 DTC Blvd., Ste. 300
Greenwood Village, CO 80111

Name, Address, and Telephone Number of the Proposer's Point of Contact.

Joshua Myers, Attorney
5299 DTC Blvd., Ste. 300
Greenwood Village, CO 80111
Office: 303-459-2294
jmyers@mgmfirm.com

Type of Entity.

Colorado Limited Liability Partnership

Federal Employer Identification Number.

81-1299804

Number of Employees.

9 Attorneys; 1 Admin Assistant.

RESPONSES to SECTION 5 – PROPOSAL REQUIREMENTS

1. A detailed scope of services that reflects the firm’s understanding of the Town’s requirements.

MGM’s attorneys represent local governments exclusively. We do not represent developers, businesses, or private individuals. We currently serve as general counsel for four home rule cities, one statutory town, one county (Park County), and various quasi-governmental entities, as described below. The legal services we can provide to the Town is extensive and entirely based on the needs of the Town. Our services can include, on an as requested basis, providing the Town legal guidance and counsel on various legal matters, including, *but not limited to*:

- Board of Trustees’ authority under the Town’s home rule charter;
- Charter and code interpretations, revisions, and updates;
- State legislature updates and impacts on the Town;
- General governance procedure, including Colorado Open Meetings Law and executive sessions;
- Colorado Open Records Act;
- Adoption of ordinances and resolutions;
- Contract (including IGA) review and drafting, including work on IGAs with CDOT and DOLA;
- Assisting the Town with preparing rules, regulations, plans, and policies to fit the Town’s needs;
- TABOR, budgeting, appropriation, and procurement;
- Coordinate with outside counsel on certain legal matters, such as litigation defended by CIRSA;
- Land use development, applications and constitutional property rights involved with land use decisions, including annexation, subdivision, and zoning;
- Formation and management of special districts, improvement districts, development authorities, and urban renewal authorities;
- Real estate transaction assistance, including deeds, easements, leases, and licenses;
- Business licensing;
- Public works;
- Municipal court;
- Law enforcement;
- Code enforcement;
- Employment and personnel;
- Election law and campaign finance; and
- Ethics and conflicts of interest.

2. Written responses to all the minimum firm qualifications identified in Section 5.

Provided throughout this Proposal.

- 3. Personnel Qualifications. The Proposal shall identify the Lead Counsel and staff to be assigned to the Town and include the Lead Counsel and staff’s qualifications, specialized training, and certifications to perform the services outlined in Exhibit “C” attached to the RFP.**

If the Firm is selected to represent the Town, then the Firm proposes that Attorney Joshua Myers function as Town Attorney. All attorneys at the Firm will support Mr. Myers and the Town, as needed, depending on the legal issue presented.

Enclosed with this proposal are resumes of all current attorneys of the Firm.

- 4. List of Clients. A list of municipal clients served during the last five (5) years with contact information (i.e., name of clients, addresses, phone numbers, and contact person). The Proposal should also address any possible or potential conflicts of interest, and how such conflicts are to be resolved, with any of the Proposer’s existing clients.**

We are not aware of any potential or foreseeable conflicts of interest with the Town and the Firm’s current clients.

General Counsel Clients:

City of Castle Pines (home rule) – City Attorney, Linda Michow
7437 Village Square Dr., Ste. 200
Castle Pines, CO 80108
Michael Penny, City Manager
303-705-0206

City of Lone Tree (home rule) – City Attorney, Linda Michow
9220 Kimmer Dr., Ste. 100
Lone Tree, CO 80124
Seth Hoffman, City Manager
303-708-1818

City of Cherry Hills Village (home rule) – City Attorney, Kathie Guckenberger
2450 E. Quincy Ave.
Cherry Hills Village, CO 80113
Chris Cramer, City Manager
(303) 783-2749 (office)

Town of Mead (statutory) – Town Attorney, Marcus McAskin
441 Third Street
Mead, CO 80542
Helen Migchelbrink, Town Manager
(970) 535-4477

*The contact information above is provided as professional references. Please let us know if additional references are needed. Contact information for each client listed below is provided on the client’s website.

City of Central (home rule) – City Attorney, Marcus McAskin
Park County – County Attorney, Christine Fitch
Deep Creek Water and Sanitation District – Marcus McAskin
Colorado New Energy Improvement District – Marcus McAskin
Woodland Park Downtown Development Authority – Marcus McAskin
City of Leadville Urban Renewal Authority – Linda Michow
City of Lone Tree Urban Renewal Authority – Linda Michow

Special Counsel Clients:

City of Fort Collins – Special counsel (hearing officer)
City of Englewood – Special counsel (hearing officer)
City and County of Broomfield - Special counsel (advisor to Personnel Merit Commission)

- 5. Additional Firm Qualifications. The Proposal shall include the size of the firm as to number of clients, staff, the location of the administrative office, and the number and positions of staff who will work with the Town regularly.**

Please see responses above.

- 6. Capability to Meet Town’s Requirements. This section should include experience and a history of successful project completion.**

- a. Discuss the firm’s capabilities to manage and schedule projects, the standard turnaround time, the current relative workload, and the staff’s availability.**

As the assigned Town Attorney, Joshua Myers shall function as first contact on all legal matters for the Town. Mr. Myers will attend the meetings of the Board of Trustees and the Planning Commission, and he will coordinate with the Firm’s attorneys to assign and manage specific legal projects, as needed.

Mr. Myers will be readily available to answer phone calls and emails both from Town staff and the Board of Trustees, as needed. Due to the nature of legal matters, there is not a standard turnaround time for completing a project or providing a formal response; however, the typical review and response time for routine matters is less than 48 hours. For non-routine matters, Mr. Myers would discuss the project timeline with the Town.

- b. Demonstrate the firm’s expertise and experience in the projects identified under Exhibit “C”.**

- c. Demonstrate any experience the firm has had working with clients similar in size or industry, or experience working within the general service area.**

In response to sub-parts b. and c., the Firm regularly advises and assists its municipal clients on the matters covered in Exhibit “C” to the RFP. With over 130 years of combined experience in local government law as general counsel for our clients, the Firm’s attorneys have worked on a broad range of projects and with clients of all sizes. We are happy to provide additional details if requested or asked during an interview.

7. Fee Schedule.

The Firm is flexible and open to negotiating the proposed hourly billing rates provided below to addresses the interests of the Town. However, the Firm is not accepting new clients on a not-to-exceed or flat fee basis at this time.

The Firm practices fair and transparent billing practices by billing in .1 (6 minute) increments and providing itemized billing statements. The Firm is open to discussing any billing concerns or disputes raised by the client.

The Firm does not charge overhead costs to the client for copies, faxes, or phone calls. Actual costs incurred by the Firm on behalf of the client are either passed through to the client or billed to the client if covered by the Firm, and said costs are at actual cost without administrative markup (e.g., court filing fees; real property title work). The Firm charges a set fee of \$250/month (2025 rate) to defray the costs for legal research tools and online resources (e.g., Westlaw). The Firm also charges mileage for travel related to client business at the then-current mileage rate approved by the IRS for business travel deduction.

General legal services:

The Firm proposes the following billing rates for *general counsel services*:

Town Attorney:	\$225 per hour
Partner:	\$285 per hour
Of Counsel/Sr. Associate:	\$260 per hour
Associate:	\$200 per hour

Specialized legal services:

The Firm charges an increased rate for specialized legal services, including work on development/land use applications, annexations, and development agreements. The fees for these services are often passed through to the developer/applicant. The Firm can work with the Town on revising its codes and fee schedules, if needed and desired by the Town, to allow these special fees to be passed through to the developer/applicant for payment.

The Firm proposes the following billing rates for *specialized legal services*:

Town Attorney:	\$260 per hour
Partner:	\$285 per hour
Of Counsel/ Sr. Associate:	\$275 per hour
Associate:	\$230 per hour

The Firm is open to negotiating its proposed billing rates with the Town.

8. Insurance.

The Firm shall work with the Town to procure and maintain insurance that meets the Town’s request in Section 6 of the RFP. The Firm’s current proof of insurance coverage is enclosed herewith.

Enclosures: Firm Resumes; Acknowledgement Form; Conflict of Interest Form; Proof of Insurance

LINDA C. MICHOW
MICHOW GUCKENBERGER MCASKIN LLP

EDUCATION

B.A., Skidmore College, Saratoga Springs, NY
Membership in Phi Beta Kappa National Honor Society

J.D., Georgetown University Law Center, Washington D.C.
• D.C. Street Law Clinic

PROFESSIONAL EXPERIENCE

General Counsel to Local Governments

Ms. Michow is a founding and the managing partner of the law firm of Michow Guckenberger McAskin LLP, formerly known as Michow Cox & McAskin LLP, in Greenwood Village, Colorado. Her practice includes representation of Colorado municipalities on local government matters with a focus on land use, construction contracts, urban renewal and economic incentive programs.

Ms. Michow currently serves as the City Attorney for the Cities of Lone Tree and Castle Pines. She is responsible for providing day-to-day legal advice on issues concerning annexation, zoning and land use planning, elections, taxation, urban renewal, real property, construction, liquor licensing and TABOR compliance. Ms. Michow has extensive experience drafting subdivision improvement and annexation and development agreements, intergovernmental agreements, public/private incentive agreements, construction contracts, comprehensive zoning, and subdivision regulations, as well as ordinances and resolutions concerning general municipal matters. Ms. Michow served as the lead attorney for the Streets at Southglenn and IKEA development projects in Centennial, which involved the negotiation and drafting of development and incentive agreements, rezoning ordinances, vested property rights ordinances and processing of final plats. Ms. Michow was instrumental in the formation of the Centennial Urban Redevelopment Authority and the Leadville Urban Renewal Authority and their respective ongoing operations. In addition, Ms. Michow assisted in the formation of the City of Castle Pines North Urban Renewal Authority, negotiating and drafting multiple tax sharing agreements with the engaged taxing authorities. When the voters of Castle Pines North approved the repeal of the formation of the URA, Ms. Michow drafted all legal documents to effectuate that result.

Ms. Michow served a pivotal role in ensuring legal compliance in the implementation of the City of Centennial 2011 Land Development Code through multiple ordinances, public hearings and zoning map amendments. Ms. Michow has worked on behalf of several municipal clients on complex, large-scale annexation and development projects, including the 2009 annexation and zoning of a 3,300-acre parcel to the City of Castle Pines.

Ms. Michow's local government experience in private practice developed out of her former in-house position as a Senior Assistant City Attorney for the City of Arvada. During her employment with the City of Arvada, Ms. Michow served as the legal advisor to the Arvada Planning Commission, Board of Adjustment and the Liquor Licensing Authority. In addition, she provided legal advice to the Arvada Housing Authority, Public Works and

Police Departments and the Arvada Center for the Arts and Humanities. Ms. Michow also served on the Arvada Planning Commission after she left employment with the City.

Before joining the Arvada City Attorney's Office, Ms. Michow prosecuted criminal appeals as an assistant attorney general in the appellate section of the Colorado Attorney General Office.

Special Counsel to State and Local Governments

In addition to her regular City Attorney functions, Ms. Michow has served as an administrative hearing officer on land use applications and appeals. Ms. Michow also has represented the board of assessment appeals on behalf of Park County.

Urban Renewal Authority Counsel

Ms. Michow currently serves as general counsel to the Leadville Urban Renewal Authority and the Lone Tree Urban Renewal Authority.

Expert Testimony

Ms. Michow has been qualified as an expert witness on the issue of reasonableness of attorneys' fees in *Gumina v. City of Sterling*, Logan County District Court, 2002CV153.

REPRESENTATIVE PROJECTS

- Drafted a home rule charter and assisted in a successful home rule charter election.
- Assisted in conveying ownership and control of parks and open space parcels from Title 32 metropolitan districts to the City of Castle Pines.
- Lead city attorney for the IKEA Centennial project.
- Advised city on all aspects of adoption and implementation of new land development code and adoption of official zoning map, including phased, comprehensive rezoning of all city property.
- Assisted in challenging county's imposition of an administrative fee associated with distribution of sales tax shareback to city.
- Lead city attorney for the Streets at Southglenn redevelopment project
- Lead city attorney in drafting urban renewal authority formation documents, finance and development agreements, and special district formation.
- Formulated ordinances, regulations, policies and procedures, and standard form contracts for newly operating cultural center.

- Defended takings claim under Colorado's "Impact Fee" statute (C.R.S. Section 29-20-201, *et. seq.*).
- Drafted substantial provisions of comprehensive zoning and subdivision regulations.
- Drafted comprehensive sales and use tax ordinance.
- Drafted comprehensive medical marijuana business ordinance including caregiver regulations.
- Assisted in the establishment of a new municipal court for a newly incorporated city.
- Drafted comprehensive "1041" regulations formally adopted through extensive public review and approval process.
- Drafted construction contracts and architect professional services agreements associated with development of Fitzsimons Campus.

PUBLICATIONS AND SPEAKING ENGAGEMENTS

Tami Tanoue, Sam Light, Robert Widner, Linda Michow and Christiana McCormick, "Ethics, Liability & Best Practices for Elected Officials Handbook," CIRSA and CML publication, Second Edition 2019.

American Public Works Association – Colorado Chapter Conference. "Building a Solid Contract as Foundation of a Successful Public Works Project," (co-presenter), October, 2018.

CLE International, Local Government Law. *Served as the program chair for local government law conference for CLE International, Denver, Colorado, 2015; 2016; 2017, 2018.*

Colorado Municipal League, Annual Conference. "The Sharing Economy," Breckenridge, Colorado, June 2015.

CLE International, Land Use Law: How To. "Language Amendments," Denver, Colorado, November 2012.

Colorado Municipal League Annual Conference. "Basics of Nuisance Law and Governmental Immunity," Vail, Colorado, June 2011.

National Business Institute. "Boundary Disputes: Resolving Client Conflicts," Denver, Colorado, December 2006.

National Business Institute. "Major Land Use Laws in Colorado," Denver, Colorado, April 2004.

National Business Institute. "Major Land Use Laws in Colorado," Denver, Colorado, March 2002.

Gorsuch Kirgis Employment Law Seminar. "The Expanding Doctrine of Sovereign Immunity: A Survey of Recent Developments in Public Employment Law," (co-author), Denver, Colorado, April 2001.

Citizens Planning Academy. "Planning Commission Meeting Procedures," Lakewood, Colorado, October 2000.

Gorsuch Kirgis LLP Employment Law Seminar. "Common Public Employment Law Issues," Denver, Colorado, May 2000.

National Business Institute. "Major Land Use Laws in Colorado," Denver, Colorado, March 2000.

PROFESSIONAL MEMBERSHIPS AND ACTIVITIES

Colorado Bar Association
Denver Bar Association
United States District Court for the District of Colorado
Colorado Supreme Court
Colorado Municipal League
Colorado Municipal League – President; Attorney Section (2010-2011)
Arvada Planning Commission – former member; chairperson

MARCUS A. MCASKIN

MICHOW GUCKENBERGER MCASKIN LLP

EDUCATION

B.A., University of Michigan, Ann Arbor, MI, 1994
M.U.R.P., University of Colorado, Denver, CO 2000
J.D., *Order of St. Ives*, University of Denver, Denver, CO, 2002
American Jurisprudence Award in Constitutional Law
and in Advanced Mediation

PROFESSIONAL EXPERIENCE

Mr. McAskin has represented Colorado public entities since 2002 and is a founding member of the law firm of Michow Guckenberger McAskin LLP (formerly Michow Cox & McAskin LLP). He represents and counsels Colorado municipalities on a broad range of local government legal matters.

Prior to attending law school, Marcus obtained his Masters of Urban and Regional Planning from the University of Colorado at Denver.

Marcus serves as the City Attorney for Central City, Colorado and as the Town Attorney for the Town of Mead, Colorado. Marcus serves as general counsel for the Colorado New Energy Improvement District and assists the firm with the day-to-day representation of its other municipal clients including Lone Tree, Cherry Hills Village, and Castle Pines. Mr. McAskin routinely advises clients on land use issues including planned unit developments, annexations, real estate matters, and development agreements and has experience with assisting with the successful negotiation of multiple economic development agreements. Mr. McAskin's practice includes all aspects of municipal representation with a special emphasis on special districts, annexation, land use planning and zoning.

As general counsel for the Colorado New Energy Improvement District, Mr. McAskin has assisted with closing in excess of \$290 million dollars in financing for over 135 qualified projects in Colorado focused on the installation of energy efficiency, renewable energy and water conservation measures. In addition, Marcus serves as a hearing officer for the City of Fort Collins on land-use related matters.

Prior to forming Michow Guckenberger LLP in March of 2016, Marcus practiced municipal law with the firm of Widner Michow & Cox, LLP. Prior to 2009, Marcus practiced with the Denver law firm of Grimshaw & Haring, P.C. (now known as Spencer Fane) where he represented numerous special districts as general counsel. Mr. McAskin's practice emphasized representation of metropolitan districts, intergovernmental authorities and business improvement districts with respect to tax and revenue issues, election matters, personnel matters, real estate matters, TABOR compliance, open meetings and open records law, consultant contracts, and intergovernmental agreements.

SPEAKING ENGAGEMENTS AND PUBLICATIONS

Colorado Law Institute, CLE International. "Zoning Map Amendments." 2018 Land Use Law: How-To Conference (24th Annual Conference). Denver, November 2018.

American Planning Association, Colorado Chapter. Presentation with Brian Connolly, Esq. and Don Elliott, Clarion Associates, "Takings Law Review: *Murr v. Wisconsin* and the Relevant Parcel Analysis." Telluride, October 2017.

Colorado Law Institute, CLE International. "Zoning Map Amendments." 2016 Land Use Law: How-To Conference (22nd Annual Conference). Denver, November 2016.

Colorado Law Institute, CLE International. "Zoning Map Amendments." 2014 Land Use Law: How-To Conference (20th Annual Conference). Denver, November 2014.

American Planning Association, Colorado Chapter. Presentation with Brian Connolly, Esq. and Derek Holcomb, AICP, Deputy Planning Director, on Best Practices for Public Hearings, Crested Butte, October 2014.

Colorado Municipal League. "Recent Supreme Court Takings Decisions." 2013 Municipal Law Update. Steamboat Springs, October 2013.

Colorado Municipal League. "Havana Business Improvement District Case Study." Steamboat Springs, June 2008.

Rocky Mountain Land Use Institute. Regional Land Use Planning in the West: Cases Studies and Lessons Learned, William C. Davidson and Marcus A. McAskin, (eds.) (2001).

PROFESSIONAL MEMBERSHIPS AND BAR ADMISSIONS

Colorado Bar Association
Denver Bar Association
Colorado Municipal League
Metro City Attorneys Association
Colorado Supreme Court

KATHIE B. GUCKENBERGER
MICHOW GUCKENBERGER MCASKIN LLP

EDUCATION

B.A., University of Florida, Gainesville, FL 1989

- National Merit Scholar

J.D., Boston College Law School, Newton, MA 1992

PROFESSIONAL EXPERIENCE

Ms. Guckenberger is a partner in the law firm of Michow Guckenberger McAskin LLP, and has represented Colorado public entities since 2009. She represents and counsels Colorado municipalities on a broad range of local government legal matters, with a particular expertise in public employment law.

Ms. Guckenberger serves as the City Attorney for the City of Cherry Hills Village, in which capacity she provides legal advice and practical counsel on all aspects of municipal legal matters, including open meetings and open records, contracts, ethics, general liability issues, elections and campaign finance, business licensing, real property, and zoning and land use matters. Ms. Guckenberger also assists with the legal representation of the Cities of Castle Pines, Central, Lone Tree, and the Town of Mead. She regularly drafts and interprets municipal code provisions and policies on a wide variety of issues and coordinates with outside counsel when necessary. She previously served as an Assistant City Attorney for the City of Lakewood, the City Attorney for the City of Golden, the Town Attorney for the Town of Bow Mar and as the Medical and Retail Marijuana Licensing Authorities for the City of Fort Collins. Ms. Guckenberger currently holds the following appointments:

- legal counsel to the Personnel Merit Commission for the City and County of Broomfield (2021-present)
- hearing officer for the City of Fort Collins in employee disciplinary appeals and panel member for reviewing investigations under collective bargaining agreement (2018 to present)
- hearing officer for the City of Englewood in liquor and marijuana licensing and general municipal matters (2018 to present).

Ms. Guckenberger also has extensive experience in employment matters and ADA compliance (Titles I and II). In addition to providing timely counsel regarding personnel disputes and compliance, she drafts employee handbooks and related policies, separation agreements, and documentation in employee discipline matters. She routinely obtains successful results for her clients in responding to complaints filed with state and local administrative agencies on employment and other matters and in representing those clients in related hearings, and coordinates with outside counsel as needed on such matters.

Prior to joining the firm, Ms. Guckenberger practiced law with Widner Michow & Cox for six years, which also represented Colorado municipalities. She began her legal career in the Hillsborough County Attorney's Office in Tampa, Florida, where she was responsible for legal advice concerning employee relations, benefits, and contractual issues for over 4,000 public employees. On behalf of that county, she handled adversarial employment proceedings, counseled on a variety of personnel matters, and acquired property under eminent domain proceedings. She subsequently worked at CCH, Inc. in St. Petersburg, Florida as an Associate

Writer/Analyst on their *Employment Practices Guide*. Ms. Guckenberger also taught in the Human Resources degree program at St. Leo's College in Tampa, Florida.

SPEAKING ENGAGEMENTS

CLE International, Local Government Law. "Sexual Harassment: Challenges in the #MeToo Era," Denver, CO, April 20, 2018.

Colorado County Attorneys Association Annual Conference. "Everyday ADA," Colorado Springs, CO, November 20, 2015.

CLE International, Local Government Law. "Everyday ADA: Complying with the Americans with Disabilities Act," Denver, CO, April 17, 2015.

Colorado Municipal League Annual Conference. "Employee Handbooks: Sword or Shield?," Breckenridge, CO, June 2014.

Colorado Municipal League Annual Conference. "Privacy and Privilege in Personnel Matters," Breckenridge, CO, June 2012.

Colorado Municipal League Annual Conference. "Legal Implications of Social Media," Vail, CO, June 2011.

REPRESENTATIVE TRAINING PROGRAMS

Members of City Council and Board of Trustees. Training for newly elected municipal representatives on numerous facets of local government law.

Members of Planning Commission, Board of Adjustment and Appeals, and other local boards and commissions. Essential principles and practice pointers for making legally defensible decisions on quasi-judicial and legislative matters in local government land use.

Municipal Contracts – Practical Implementation. Basics of contract drafting to streamline legal review.

Performance Documentation. How to reduce legal exposure in personnel matters.

Harassment Training (modules for line staff and managers and supervisors).

Legislative and Judicial Updates for police department.

Motor Vehicle Search & Seizure for police department.

Title II of the ADA—The Basics, to raise employee awareness of Title II of the Americans with Disabilities Act in a large municipality.

ADA 101, a training session for local government ADA Coordinators.

PROFESSIONAL MEMBERSHIPS AND BAR ADMISSIONS

Colorado Bar Association

Denver Bar Association

Licensed to practice law in Florida

Florida Bar Association

Colorado Municipal League

- CML Amicus Committee, 2020-2022
- CML Attorney Section Chair and Vice-Chair, 2020-2022
- Metro City Attorney Association Vice-Chair, 2020-2022

Society for Human Resource Management

Joshua S. Myers, Esq.
5299 DTC Blvd., Ste. 300
Greenwood Village, CO 80111

JMyers@mgmfirm.com

(303) 459-2294

ADMISSIONS:	State Bar of Colorado	2019
	State Bar of Texas	2013

WORK EXPERIENCE

MICHOW GUCKENBERGER MCASKIN LLP, Denver, CO

Attorney, September 2022 – Current

- Serve as legal counsel during City Council, Planning Commission, Downtown Development Authority, and Special District meetings/hearings.
- Advise Colorado local government clients on a wide range of legal matters including contracts and intergovernmental agreements, annexation, land use and planning, zoning, public hearings, real estate transactions, easements and right-of-way, dedications, budget, public infrastructure financing, elections, preparation of ordinances and resolutions, policy creation, code interpretation, enforcement, and risk management.

MOELLER GRAF, PC, Denver, CO

Attorney, February 2019 – September 2022

- Represented legal entities that govern and manage common interest communities - HOA, condominiums, planned communities, commercial-nonresidential and mixed-use developments.
- Real property. Conduct record title search and analysis. Prepare title opinion and equity analysis based on lien priority. Represent client in quiet title actions.
- Governance. Attend board meetings. Analyze governing documents and provide legal opinions and recommendations related to board formation, board authority to act, implementation of policies and procedures, fiduciary duty of directors, notice of meeting and agenda requirements, issues of quorum and voting, substantial compliance, financial stability and financing of the entity, transparency, and any changes in statutory or case law surrounding governance of the legal entity.
- Compliance. Remain knowledgeable of current laws. Conduct legal compliance analysis of governing documents. Prepare and provide opinions to directors on issues related to compliance. Draft, revise, and amend governing documents as needed for compliance purposes. Prepare and provide directors with information regarding implementation of new policies and procedures. Prepare and provide analysis and opinion regarding how prior policies and procedures may be impacted by new laws.

J. MYERS, ATTORNEY PLLC, Houston, TX

Managing Attorney, February 2018 – February 2019

- Solo practice focusing on civil and family law litigation, business formation, estate planning, surrogacy and adoption law.

BROWN SIMS PC, Houston, TX

Attorney, January 2017 – February 2018

- Managed a diverse litigation caseload that required the application of multi-state and federal laws, rules, and regulations.
- Prepared and provided legal opinions and recommendations to corporate clients regarding regulatory compliance, risk, and liability mitigation.
- Analyzed business contractual agreements under applicable state and federal laws related to issues of indemnification, subrogation, contractual duties and obligations, and liability.

MOORE & HUNT ATTORNEYS PLLC, Houston, TX

Attorney, June 2013 – January 2017

- Represented clients in various stages of civil and family law litigation.

Law Clerk, January 2012 – May 2013

- Assisted partner attorney on litigation matters by conducting legal research, drafting memorandum on issues presented, and drafting trial briefs.
- Coordinated and analyzed document productions and interrogatory responses.

FULBRIGHT & JAWORSKI L.L.P. (n/k/a Norton Rose Fulbright), Houston, TX

Intern, June 2011 – December 2011

- Assisted partner attorney on complex family law matters.

310TH FAMILY DISTRICT COURT, Houston, TX

Clerk for the Honorable Lisa A. Millard, January 2011 – April 2011

- Conducted legal research and prepared bench memoranda.

EDUCATION

SOUTH TEXAS COLLEGE OF LAW-HOUSTON-, J.D., May 2012

Honors: Pro Bono Honors Program; Dean's List for Academic Excellence

CHARLES UNIVERSITY, Summer Study Abroad Program, Prague, Czech Republic 2010

Courses: Comparative Law Seminar, International Environmental Law, The Legal Profession in a Comparative Context

UNIVERSITY OF TEXAS AT AUSTIN, B.A. in Government, August 2008

Honors: Dean's List for Academic Excellence

OTHER

PRESENTATIONS

- Colorado Municipal League Conference – October 2023: *Bright Light of Public Scrutiny – Sunshine Laws and Cases to Know*, Co-Presenter on the topics of Colorado Open Meetings Law, Colorado Open Records Act, and Colorado Criminal Justice Records Act.

PROFESSIONAL MEMBERSHIPS

- Colorado Bar Association
- Colorado Municipal League
- Metro City Attorneys Association
- Texas Bar Association

Evin B. King

4228 Greenfinch Drive Highlands Ranch, Colorado 80126 · evin.b.king@gmail.com · (303) 710-5165

PROFESSIONAL EXPERIENCE

Michow Guckenberger McAskin LLP

Senior Associate

December 2023 – Present

- Serve as legal counsel during City Council, Urban Renewal, Downtown Development Authority, and Planning Commission meetings/hearings.
- Serve as Deputy City Attorney for the City of Lone Tree.
- Advise City staff on legal matters including without limitation liquor, police, open records and open meetings, employment, accessibility, and contracts.

Associate

December 2021 – December 2023

- Served as liquor prosecutor for the City of Golden.
- Served as legal counsel during City Council and Planning Commission meetings/hearings.

Hoffmann, Parker, Wilson & Carberry PC

Associate

May 2018 – December 2021

- Frequently advised municipalities on a variety of legal issues including liquor, marijuana, open records and open meetings, employment law, and other laws
- Served as Town Attorney for the Town of Mountain View, Colorado.
- Served as a municipal court prosecutor for the Town of Parker.

Denver City Attorney's Office

Assistant City Attorney

August 2017 - May 2018

- Represented the City of Denver in employment hearings.
- Provided legal education to Denver Staff on various legal matters.

Legal Fellow

September 2016 – August 2017

- Legal research on a variety of employment law issues affecting city employees, and
- Assisted in representing the City of Denver in employment law hearings.

EDUCATION

University of Colorado, Boulder Law School

August 2013 – May 2016

- Juris Doctorate

University of Colorado

August 2009 – May 2013

- Bachelor of Arts, Double Major in Political Science and Economics

OTHER

Colorado Municipal League Conference Presentations

- *Bright Light of Public Scrutiny – Sunshine Laws and Cases to Know* ***October 2023***
- *CLE: Banning Lawns* ***June 2023***

CHRISTINE "CHRISTY" FITCH

5299 DTC Blvd. Ste 300 ♦ Greenwood Village, CO 80111 ♦ (303)459-2227 ♦ CFitch@mgmfirm.com

EXPERIENCE

Michow Guckenberger McAskin LLP, Denver, CO

March 2025- Present

Senior Associate

Provide legal advice on general municipal and local government matters including planning and community development, open records and open meetings compliance, and code enforcement.

Boulder City Attorney's Office, Boulder, CO

June 2024- March 2025

Assistant City Attorney III

Provided legal advice to the Planning and Development Services Department, Department of Housing and Human Services, Central Records, and Planning Board.

Adams County Attorney's Office, Brighton CO

July 2017- May 2024

Assistant County Attorney

Provided legal advice to the Community and Economic Development Department and Animal Shelter. Experience and expertise in Colorado Land Use and Planning Law and Colorado Oil and Gas Regulations. Provided legal advice to citizen boards and commissions including the Planning Commission, Board of Adjustment, and Building Code Board of Appeals.

Denver City Attorney's Office, Denver, CO

September 2016- July 2017

Litigation Fellow, Civil Claims

Experience in all stages of litigation; researched and wrote memoranda on topics including 42 USC § 1983 and the Colorado Governmental Immunity Act

Honorable Judge Jeffrey R. Pilkington, Golden, CO

March 2016- April 2016

Judicial Intern

Drafted orders, helped with the organization of criminal docket day, observed criminal and civil trials

University of Colorado Technology Transfer Office, Aurora, CO

May 2015- April 2016

Life Sciences Legal Intern

Conducted prior art searches and patentability analyses; evaluated and helped draft technology licensing agreements; updated and assessed marketability of technology portfolio.

BAR ADMISSIONS

Colorado, 2016

United States District Court for the District of Colorado, 2016

EDUCATION

Juris Doctor, University of Colorado Law School, Boulder, CO

May 2016

Bachelor of Arts, Molecular Cellular and Developmental Biology, Economics Minor, University of

Colorado, Boulder, CO

May 2013

Executive Certificate in Commercial Real Estate, University Colorado- Leeds School of Business February 2023

VOLUNTEER EXPERIENCE

Alpha Chi Omega Fraternity House Association President

December 2014- Present

Assist collegiate chapter in chapter house and project management

LINDSAY SLOAN

lindsayesloan@gmail.com • [LinkedIn.com/in/lindsay-sloan-76853186](https://www.linkedin.com/in/lindsay-sloan-76853186) • (832) 928-7222

EDUCATION

The University of Colorado Law School - Boulder, CO J.D. Candidate GPA: 3.59
Class of 2023 – Dean’s Fellowship

The University of Texas at Austin Bachelor’s Degree in Corporate Communications Studies
Class of 2016 – Honors Certificate: Business Foundations GPA: 3.76

WORK EXPERIENCE

Michow, Guckenberger, McAskin LLP - Associate September 2023 – Present

- Advise city staff on municipal law matters, including but not limited to first amendment, police, open records and open meetings, employment, and contracts.
- Draft and review RFPs and IFBs, professional service agreements, intergovernmental agreements, ordinances, resolutions, and city policies.
- Represent Park County in property tax valuation appeal hearings before the Colorado Board of Assessment Appeals.

Hoffmann, Parker, Wilson & Carberry, P.C. - Law Clerk November 2022 – June 2023

- Provided a range of litigation, transactional, and legislative legal services for numerous Colorado municipalities
- Drafted legal documents including ordinances, home rule charters, contracts, agreements, motions and orders, and memos
- Researched complex legal issues in employment, eminent domain, property, tax, constitutional, water and other legal fields
- Prosecuted traffic and minor criminal offenses in municipal court, offering appropriate plea deals and deferred judgments

U.S. Department of the Interior, Office of the Solicitor - Legal Intern May 2022 – August 2022

- Wrote memoranda and gave recommendations for various administrative legal issues, including American Indian hunting rights, scenic easements, land use management, government contracts and more
- Provided litigation services for government entities such as the Bureau of Land Management and the National Park Service
- Conducted legal research about the application of environmental legislation such as the ESA, NEPA, CERCLA, and others

Boulder County Court, Judge Elizabeth Brodsky – Judicial Extern August 2021 – November 2021

- Drafted court documents such as motions and orders as well as memoranda to recommend legal decisions for judges
- Observed civil and criminal judicial proceedings

The Public Interest Network – In-House Legal Intern May 2021 – August 2021

- Provided in-house legal services to Environment America, U.S. PIRG, and other non-profit environmental organizations
- Conducted legal research and prepared legal memoranda regarding employment, lobbying, public lands, and tax law
- Drafted and reviewed compliance plans and state law surveys to ensure continued compliance with state and federal laws

Stavros & Kelly, PLLC – Legal Assistant January 2020 – July 2020

- Drafted legal documents for attorney approval including motions for substituted service and notices of trial
- Facilitated service of process by following up with process servers, ensuring the service of 25-35 defendants monthly
- Communicated daily with borrowers/defendants to answer questions about legal documents and tax suit processes

WE Communications – Intern; Assistant Account Executive June 2016 – August 2019

- Drafted press releases, blogs, bios and pitches to share clients’ stories with target audiences
- Engaged with media daily to secure clients 15-25 articles per month and 25-30 on-site interviews at tradeshow

VOLUNTEER & LEADERSHIP

Natural Resources, Energy, and Environmental Law Clinic - Student Attorney Fall 2022

- Drafted research memos about energy utilities regulations to serve communities that suffer from utility shutoffs
- Communicated with clients about project goals and cooperated with other student attorneys to ensure client satisfaction

Center for Applied Environmental Law & Policy – Volunteer Fall 2020

- Reviewed legislative records of EPA rules to determine how tightening of environmental standards can apply to future rules

Breanna Boss Memorial Internal Moot Court Competition – Participant Fall 2021

- Conducted legal research, drafted an appellate brief, and performed oral arguments before a panel

Professional Experience

Michow Guckenberger McAskin LLP

August 2019 – present

Of Counsel, Greenwood Village, CO

- Represent Colorado local governments on a broad range of legal matters, including annexation, subdivision, and zoning, code drafting and review, urban renewal, improvement districts, short term rentals, drafting and negotiation of contracts and intergovernmental agreements, local tax law, real estate transactions, elections, and day-to-day legal issues.

Fairfield & Woods, P.C.

January 2016 – January 2019

Of Counsel, Denver, CO

- Maintained a diverse transactional practice centered on commercial real estate transactions, land use and entitlement matters, and public and local government law.
- Drafted and reviewed RFPs and RFQs, professional service agreements, purchase and sale agreements, and lease, license, easement, subdivision improvement, and development agreements.
- Advised clients on local government regulatory compliance matters, entitlements, permitting/licensing, and processes, and Colorado open records and meetings law.
- Served as in-house legal counsel for a metropolitan district that provides water, sanitary sewer, storm water, and roadway services to a residential community in Douglas County. Oversaw district's compliance and documentation of governance matters, including public meetings, elections, and statutory requirements.
- Represented developer of a large, planned community in acquisition, annexation, and entitlement matters.

City & County of Denver

Senior Assistant City Attorney, Municipal Operations Division, Denver, CO April 2012 – December 2015

- Served as Land Use/Real Estate Attorney and General Contracts Attorney.
- Represented Community Planning and Development (CPD) in zoning, site planning, and other development matters, including representing CPD before the Board of Adjustment, the Planning Board, and the City Council.
- Represented the Department of Parks and Recreation in contract drafting, negotiations, and compliance (including professional services agreements, grant agreements, intergovernmental agreements, property management agreements), procurement (RFPs and RFQs), and permitting and constitutional issues.
- Represented Denver Arts & Venues in contract drafting, negotiations, and compliance (including lease, booking, concessionaire, public art, sponsorship, and professional services agreements) and procurement (RFPs and RFQs).
- Acted as lead attorney for the City on the redevelopment of the former Saint Anthony's Hospital and the development of the Levitt Pavilion in Ruby Hill Park.
- Worked closely with CPD, Department of Excise and Licenses, Office of Marijuana Policy, and Prosecution and Code Enforcement leadership on marijuana-related issues, legislation, compliance, and enforcement.
- Successfully defended CRCP 106(a)(4) challenges to rezonings in the Lowry and Sloan's Lake communities.

Brownstein Hyatt Farber Schreck

Associate Attorney, Denver, CO

May 2007 – March 2012

- Maintained a diverse practice centered on local government law, commercial real estate transactions, and land use and entitlement matters.
- Represented a local privately held real estate investment firm in connection with purchase and sales, leasing, easement and licenses, title and survey review, and obtaining entitlements.
- Represented national “big box” retailers throughout Colorado on community outreach and land use entitlement processes, including the entitlement of a multi-anchored regional retail center.
- Advised clients on tax increment financing available for the redevelopment of properties located within the Downtown Denver Urban Renewal Area.

Education

William S. Richardson School of Law, University of Hawai`i, Honolulu, HI

May 2006

J.D., Summa Cum Laude

- Environmental Law Certificate recipient.
- Externship with Earthjustice, a nonprofit environmental law organization.
- Contributing Writer and Outside Articles Editor, University of Hawai`i Law Review (2004-2006).
- American Jurisprudence (AMJUR) Award Recipient for Real Estate Finance & Development, Legal Methods, Torts II, Civil Procedure II, and Appellate Advocacy.

University of Hawai`i, Honolulu, HI

December 2006

Masters in Urban and Regional Planning

- Masters Practicum – Collaborated with a team of students and professors hired by the Waikiki Business Improvement District to study and provide recommendations for providing services to and addressing homelessness in Waikiki.

University of Florida, Gainesville, FL

August 1999 *B.A., Political Science, High Honors*

Presentations & Publications

Strand, Lori. “Zoning & Language Use Amendments.” 26th Annual Land Use Law Conference. Live Online. December 2020.

Strand, Lori. “Planning By Litigation.” Ragonetti’s 21st Annual Land Use Law Conference. Denver, CO. 3-4 December 2015.

Baker, Lori R., *Global Warming: Attorneys General Declare Public Nuisance*, 27 Haw. L. Rev. 525 (2005).

**SILVIA BUCHENIC
MICHOW GUCKENBERGER MCASKIN LLP**

EDUCATION

Bachelor of Environmental Design, University of Colorado, Boulder, CO 2010

- National Scholars Honor Society, Dean's Honor List, CU-Boulder Study Abroad Scholarship

J.D., American University Washington College of Law, Washington, DC 2013

PROFESSIONAL EXPERIENCE

Ms. Buchenic has been advising state and local governments since 2013 and joined Michow Guckenberger McAskin LLP in 2018. She serves as assistant general counsel for the Colorado New Energy Improvement District and Assistant Town Attorney for the Town of Mead. She routinely advises the firm's clients on various matters, from real property conveyances and governmental immunity to administrative procedures relating to campaign finance laws and liquor licenses. Ms. Buchenic has a strong background in land use and public finance, and her practice focuses on public contracts, development applications and agreements, state law compliance, and economic development, including helping municipalities to understand and navigate special districts.

Before starting her career in private practice, Ms. Buchenic worked for the State of Colorado devising a program for disbursement of federal funds after the 2013 floods in Colorado. Prior to her work for the State, she completed her undergraduate studies in architecture and planning and advised clients in the Community and Economic Development Law Clinic at the Washington College of Law regarding local government law compliance and land use matters. During her time in law school, Ms. Buchenic also worked at the Washington, DC, headquarters of the Environmental Protection Agency in the Air Enforcement Division, where she prepared cases for referral to the Department of Justice.

After graduation, Ms. Buchenic conducted extensive legal research on all topics for law firms throughout the country during her time working at Westlaw, where she was also responsible for helping to train newly hired research attorneys. Ms. Buchenic also speaks French and Slovak and serves as pro bono legal counsel for a local animal rescue nonprofit organization.

PROFESSIONAL MEMBERSHIPS AND BAR ADMISSIONS

Colorado Bar Association
Denver Bar Association
Colorado Supreme Court
Colorado Municipal League
Member of the Maryland Bar

EXHIBIT "A" – ACKNOWLEDGMENT FORM

The proposing firm or individual warrants the following:

1. That it will not delegate or subcontract its responsibilities under contract without the express, prior written permission from the Town of Kiowa.
2. That all information provided in connection with this Proposal is true and correct.
3. That it will acknowledge and agree with all terms and conditions stated in this Request for Proposal.

Firm or individual Name (Respondent to RFP):

Michow Guckenberger McAskin LLP

Address: 5299 DTC Blvd., Ste. 300, Greenwood Village, CO 80111

Contact Name: Joshua Myers & Marcus McAskin

Title: Attorney / Partner

Telephone No: 303-459-2294

Email: jmyers@mgmfirm.com / mmcaskin@mgmfirm.com

Signature: Marcus McAskin



8/28/25

The above-listed firm or individual is responding to a Request for Proposals for a qualified and experienced firm or individual to provide professional legal counsel services.

THIS COMPLETED FORM MUST BE RETURNED TO THE TOWN OF KIOWA BY THE RESPONDENT WITH THEIR PROPOSAL.

RETURN PRIOR TO 4:00 P.M., AUGUST 28, 2025

EXHIBIT "B" – CONFLICT OF INTEREST QUESTIONNAIRE

All contracting parties and proposed sub-consultants must respond to each of the following questions. For responses answered "yes", the Town may require additional information to evaluate potential conflicts prior to award. Failure to fully disclose conflicts will result in rejection of the proposal or immediate termination of any contract awarded therefrom.

1. To the best of your knowledge, do any current Town members of the Board of Trustees or Town staff have any of the following financial relationships with your Firm or individual or with proposed sub-consultants?

Owner	Yes	No
Member	Yes	No
Partner	Yes	No
Officer	Yes	No
Employee	Yes	No
Contractor; Consultant	Yes	No
Broker	Yes	No
Major Stockholder	Yes	No

Major stockholder means ownership of 3% or more of a firm's or an individual's stock.

If "Yes" to any of the above, did this Board member or employee participate in formulating your submittal? Yes No

2. Are you or, to the best of your knowledge, any officers or key employees of your firm, or individual or proposed sub-consultants, an immediate family member of any current Town board member or Town employee? Yes No

3. To the best of your knowledge, is a Town board member or Town employee seeking or being considered for employment by your firm, or an individual, or by proposed sub-consultants? Yes No

4. To the best of your knowledge, have you or any officers or key employees of your firm, or any proposed sub-consultants, provided contributions directly or indirectly to a Board member while this potential new contract is pending before the Town? Yes No

5. Have you made any contribution(s) in the last three (3) months to any member of the Town's Board of Trustees? Yes No

If Yes, then please indicate to whom and how much contribution was made?

-
6. On a separate sheet, identify and disclose any business relationship(s), direct or indirect,

past, present, or pending, with the Town of Kiowa, or any other potential conflict that the Board of Trustees and Town staff should be informed about during the selection process.

None.

I declare under penalty of perjury of the laws of the State of Colorado that the foregoing is true and correct.

Marcus McAskin



Name (type or print)

Signature

Partner

8/28/2025

Title

Date

Michow Guckenberger McAskin LLP

Firm or individual Name

THIS COMPLETED FORM MUST BE RETURNED TO THE TOWN OF KIOWA BY THE RESPONDENT WITH THEIR PROPOSAL.

RETURN PRIOR TO 4:00 P.M., AUGUST 28, 2025

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CCIg 155 Inverness Drive West Englewood CO 80112	CONTACT NAME: Judi Miller PHONE (A/C No. Ext): 720-212-2045 E-MAIL ADDRESS: Judith.Miller@thinkccig.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
License#: 45339 MICHCOX-01	INSURER A: The Hartford Insurance Group	NAIC # 22357
INSURED Michow Guckenberger McAskin LLP 5299 DTC Blvd, Suite 300 Greenwood Village CO 80111	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** 102272780 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			34SBAIL4860	3/1/2025	3/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			34SBAIL4860	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			34SBAIL4860	3/1/2025	3/1/2026	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	34WECCD5095	3/1/2025	3/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Business Personal Property Tenant's Improvements Included			34SBAIL4860	3/1/2025	3/1/2026	Limit Deductible (Glass Included) 40,700 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

[Empty space for Certificate Holder]	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**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 two (2) temporary signs per calendar quarter.
 - b. The sign may remain on the property for a maximum of sixty (60) consecutive days within the calendar quarter.
 - c. One (1) standard-sized sandwich board sign is allowed daily during business hours, provided it is removed after business hours and does not obstruct or impair access to a public sidewalk.

- 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 two (2) temporary signs per calendar quarter.
- d. The permit will grant two (2) temporary signs 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 9th day of September 2025.

TOWN OF KIOWA, COLORADO

Theresa Howard, Mayor

ATTEST:

Sasha Davidson, Town Clerk

APPROVED AS TO FORM:

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:

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 - 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

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- 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.

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- 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 9th day of September 2025.

TOWN OF KIOWA, COLORADO

Theresa Howard, Mayor

ATTEST:

Sasha Davidson, Town Clerk

APPROVED AS TO FORM:

Town Attorney



TOWN OF KIOWA
404 Comanche Street
Kiowa, CO 80117
Phone: (303) 621-2366
Fax: (303) 621-2595

LAND USE APPLICATION

DATE: 7.31.25
NAME OF PROJECT: Hoo motors Service shop Privacy fence
NAME OF APPLICANT: BRET WAGER / Hoo motors
ADDRESS & LEGAL DESCRIPTION OF PROJECT: 209 Cheyenne St Kiowa CO 80117

PLEASE CHECK THE APPROPRIATE ITEM(S):

- REZONING
- PLAT
- USE BY SPECIAL REVIEW
- MINOR PLAT/REVIEW
- ANNEXATION
- VARIANCE
- SUBDIVISION
- MINOR SUBDIVISION
- SITE PLAN
- OTHER Privacy fence

Present Zoning: Commercial C1 Area In Acres: _____
Proposed Zoning: _____ Present Use: Mechanic Shop
Proposed # of Lots (If Applicable) _____ Proposed Gross Floor Area (If Applicable) _____

Provide a narrative description of the proposal:

Putting a Privacy fence for lot on front ~~of~~ next to Cheyenne st. To keep a clean + safe look to property & fence because of the Drop off from main road.

PROPERTY OWNER

APPLICANT REPRESENTATIVE

Name: Comanche Creek Investments LLC
Address: 3445 235 Comanche St
Krona CO 80117
Telephone: 303-621-2524

Name: Bret Wabey
Address: 31450 County Rd 45
Krona CO 80117
Telephone: 303-718-0090

[Signature]

Signature of Owner

[Signature]

Signature of Applicant

ROSALIE SISNEROS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164036148
MY COMMISSION EXPIRES 09-19-2028

(OWNER'S SIGNATURE NEEDS TO BE NOTARIZED)

Subscribed and sworn before me this 31st day of July, 2025.

My commission expires: 9-19-2028

Rosalie Sisneros

Notary

FOR OFFICE USE ONLY

Fees Paid: _____

Received by: _____

Conditional Use: _____

Re-Zone: _____

Variance: _____

Other: _____

Notes: _____

TOWN OF KIOWA
NOTICE OF PUBLIC HEARING REQUEST
FOR VARIANCE 209 CHEYENNE ST.

Notice is hereby given that the Town of Kiowa Planning Commission and Board of Trustees shall hold public hearings concerning a request for variance for a fence, located on property described in Exhibit A, and generally located at 209 Cheyenne St pursuant to the Town of Kiowa Zoning Regulations.

The public hearing shall be held before the Planning Commission on August 20, 2025, at the hour of 6:00pm, and the Board of Trustees on September 9, 2025, at the hour of 7:00pm or as soon as possible thereafter as the agenda of the Planning Commission and Board of Trustees permits, at the Kiowa Town Hall, 404 Comanche Street, Kiowa, Colorado 80117. Further information is available by calling (303)621-2366.

ALL INTERESTED PERSONS MAY ATTEND

EXHIBIT A (legal description)

Section: 17 Township: 8 Range: 63Subdivision: L AND B Lot: 1

**RESOLUTION NO. 11, SERIES 2025
TOWN OF KIOWA**

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
WITH VEREGY WEST, LLC**

WHEREAS, pursuant to general statutory authority outlined in C.R.S. § 29-1-203 authorizes governmental entities to cooperate or contract with each other to provide any function or service lawfully authorized to each other; and

WHEREAS, the Veregy West, LLC (“Veregy”) provides for identifying utility cost-saving measures and facility improvement measures, including operation and maintenance cost savings and vehicle fleet operational or fuel cost savings in facilities owned or leased by the Town of Kiowa; and

WHEREAS, the Town of Kiowa will benefit from entering into an intergovernmental agreement with Veregy for utility cost-savings and facility improvement; and

WHEREAS, the Town of Kiowa Home Rule Charter, Section 14.04 mandates intergovernmental agreements be adopted by resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Kiowa in Elbert County, State of Colorado:

1. The Town of Kiowa is hereby authorized to enter into an intergovernmental agreement with Veregy for all of the purpose set forth hereinabove.

2. The Mayor and Town Clerk are hereby authorized to execute said intergovernmental agreement on behalf of the Town of Kiowa and bind the Town to the terms of said intergovernmental agreement.

ADOPTED AND APPROVED this 9th day of September 2025.

TOWN OF KIOWA, COLORADO

By: _____
Theresa Howard, Mayor

ATTEST:

By: _____
Sasha Davidson, Town Clerk

**STATE OF COLORADO
COLORADO ENERGY OFFICE – ENERGY PERFORMANCE CONTRACTING PROGRAM**



**INVESTMENT GRADE AUDIT REPORT AND ENERGY PERFORMANCE CONTRACTING PROJECT
PROPOSAL CONTRACT**

FOR COLORADO POLITICAL SUBDIVISIONS (municipality, county, special district, or school district (**§29-12.5-101 (5) C.R.S.**))

POLITICAL SUBDIVISION: Town of Kiowa

ENERGY SERVICE COMPANY
(STATE REGISTERED NAME): Veregy West, LLC

PROJECT NAME: Town of Kiowa – EPC – Energy Project

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PARTIES

This Investment Grade Audit Report and Energy Performance Contracting Project Proposal Contract (this "Contract" or this "IGA," as defined below in Article I) is entered into by and between Veregy West, LLC (f/k/a Midstate Energy, L.L.C., d/b/a Veregy), an Arizona Limited Liability Company, having its offices at 23325 N. 23rd Avenue, Suite 120. Phoenix, Az 85027 (the "Contractor" or the "ESCO," as defined below in the Definitions), and the Town of Kiowa (the "Political Subdivision"), being a Political Subdivision as defined below in Article 1.

RECITALS

WHEREAS, authority for the Political Subdivision to enter into this Contract exists in the law, including **§29-12.5-101, C.R.S.** and other applicable state statutes and charter and code provisions, and funds have been budgeted, appropriated and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment of the amounts due hereunder, all within applicable constitutional, statutory, charter, code or other limitations applicable to the Political Subdivision; and

WHEREAS, required authorizations, approvals, clearance and coordination have been accomplished by the Political Subdivision; and

WHEREAS, the Political Subdivision is entering into this Contract in order to (a) engage the Contractor to identify utility cost-savings measures and facility improvement measures, including operation and maintenance cost savings and vehicle fleet operational or fuel cost savings in facilities owned or leased by the Political Subdivision, as set forth in **§29-12.5-101(3), C.R.S.**, and (b) if the savings exceed "annual contract payments" as set forth in **§29-12.5-101(3)(b), C.R.S.** and the Governing Body (as defined below) of the Political Subdivision determines to do so, to negotiate an Energy Performance Contract; and

WHEREAS, this Contract was adapted by the Colorado Energy Office (CEO) for use by Colorado "Political Subdivisions," as defined in **§29-12.5-101, C.R.S.**, based on a contract created jointly by CEO and the Office of the State Architect (OSA), in order to obtain an Investment Grade Audit report and a proposal for an Energy Performance Contracting project for a Facility (as defined below) from a CEO pre-approved energy service company (ESCO), the purpose of the IGA being to perform the Work set forth in **Article 3** below; and

WHEREAS, the Contractor was selected and determined to be the most qualified, and fees were negotiated in accordance with the procurement rules of the Political Subdivision; and

NOW THEREFORE, in consideration of the premises and mutual agreements and covenants hereinafter set forth, and intending to be legally bound, the Political Subdivision and the Contractor hereby agree to the terms and conditions in this Contract.

EFFECTIVE DATE AND NOTICE OF NON-LIABILITY

This Contract shall not be valid or enforceable until it is authorized and approved by the Governing Body (defined below in Article 1) of the Political Subdivision, by applicable resolution, ordinance or other authorizing action of the Governing Body, and executed by a duly authorized representative of the Political Subdivision, as set forth in such resolution, ordinance or other authorizing action (defined below as the "Principal Representative"), on the date set forth in **Section 19** hereof in the signature block of the Political Subdivision (the "Effective Date"). The Political Subdivision shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay the Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

All references in this Contract to "Article," "Section," "Subsections," "Exhibits" or other "attachments," whether spelled out or using the § symbol, are references to Articles, Sections, Subsections, Exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

ARTICLE 1 DEFINITIONS

A. Business Day

“Business Day” means any day in which the Political Subdivision is open and conducting business, but shall not include Saturday, Sunday or any holidays observed by the Political Subdivision.

B. Contract

“Contract” means this Contract, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Contract, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to applicable laws, charter and code provisions and policies and procedures of the Political Subdivision.

C. Contract Funds

“Contract Funds” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the Political Subdivision to the Contractor for the performance of the Work under this Contract.

D. Contractor’s Intellectual Property

“Contractor’s Intellectual Property” means the items purchased, licensed or developed by the Contractor prior to or outside of the Contract or purchased, licensed or developed by the Contractor or its Subcontractors as a tool for their use in performing the Services, plus any modifications or enhancements thereto and derivative works based thereon.

E. Colorado Open Records Act (CORA)

“CORA” means the Colorado Open Records Act, **§§24-72-200.1 et seq., C.R.S.**

F. C.R.S.

“C.R.S.” means the Colorado Revised Statutes, as amended.

G. Exhibits and other Attachments

The following “Exhibits and other Attachments” are attached hereto and incorporated by reference herein: IGA **Exhibit A** - Scope of Work, IGA **Exhibit B** - Location of Energy Audit, and IGA **Exhibit C** -Cost and Pricing Elements.

H. Facility

“Facility” or “Facilities” means any building or utility owned or operated by the Political Subdivision, as set forth on **Exhibit B** - Location of Energy Audit.

I. Fiscal Year

“Fiscal Year” means a 12-month period beginning on [January 1st] of each calendar year and ending on [December 31st].

J. Goods:

“Goods” means the tangible material acquired, produced, or delivered by the Contractor either separately or in conjunction with the Work performed by the Contractor, and the Services the Contractor renders hereunder.

K. Governing Body

“Governing Body” means the governing body of the Political Subdivision, a governing body (city or town council, board of trustees, etc.) of any municipality or home rule county, a board of county commissioners of any county, a board of directors of any special district, or a board of education of any school district as defined in **§29-12.5-101(1), C.R.S.**

L. Incident

“Incident” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to **§§24-37.5-401 et. seq. C.R.S.** Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.

M. Investment Grade Audit Contract

“Investment Grade Audit Contract” (IGA) means that certain contract between the Contractor and the Political Subdivision and entered into pursuant to **§29-12.5-102, C.R.S.**, and pursuant to which the Contractor conducted the IGA. The IGA Contract shall determine the feasibility of whether to enter into an Energy Performance Contract to provide for the implementation of Utility Cost Savings Measures, Facility Improvement Measures, and Operation and Maintenance Cost Savings Measures in Facilities owned or leased by the Political Subdivision and vehicle fleet operational and fuel cost saving measures at the Premises of the Political Subdivision.

N. Investment Grade Audit Report

“Investment Grade Audit” or “IGA” means a detailed audit of Political Subdivision Premises, conducted by Contractor] pursuant to the IGA Contract, pursuant to **§29-12.5-102, C.R.S.**, which may serve as the basis for an Energy Performance Contract.

O. Party or Parties

“Party” means the Political Subdivision or the Contractor and “Parties” means both the Political Subdivision and the Contractor.

P. Political Subdivision

“Political Subdivision” means the Political Subdivision set forth above as a Party to this Contract, being a municipality, county, special district or school district as defined in **§29-12.5-101(5), C.R.S.**

Q. Political Subdivision Confidential Information

“Political Subdivision Confidential Information” means any and all Political Subdivision Records not subject to disclosure under CORA. Political Subdivision Confidential Information shall include, but is not limited to PII, Tax Information, and Political Subdivision personnel records not subject to disclosure under CORA.

R. Political Subdivision Records

“Political Subdivision Records” means any and all data, information, and records, regardless of physical form.

S. Premises

“Premises” means the Facilities owned or controlled by the Political Subdivision as identified on **Exhibit B - Location of Energy Audit.**

T. Principal Representative

“Principal Representative” means the person or persons designated by the Governing Body of the Political Subdivision to act as the Principal Representative of the Political Subdivision under the terms of and as set forth in this Contract. The Principal Representative may delegate his or her authority hereunder, in writing, if authorized to do so pursuant to the related authorizing resolution or ordinance of the Governing Body. The Contractor shall have the right to inquire regarding the delegated authority of any of the Principal Representative’s designees under the terms of this Contract and shall be provided with a response in writing when requested.

U. Services

“Services” means the required services to be performed by the Contractor pursuant to this Contract.

V. Subcontractor

“Subcontractor” means third parties, if any, engaged by Contractor to aid in performance of the Work.

W. Tax Information

“Tax Information” means federal and State of Colorado tax information including, without limitation, federal and state tax returns, return information, and such other tax-related information as may be protected by federal and state law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

X. Work

“Work” means the tasks and activities the Contractor is required to perform to fulfill its obligations under this Contract and **Exhibit A**, including the performance of the Services and delivery of the Goods.

Y. Work Product

“Work Product” means the tangible or intangible results of the Contractor’s Work, including, but not limited to, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type (but not including software), including drafts. Work Product does not include the Contractor’s Intellectual Property.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

ARTICLE 2 TERM and EARLY TERMINATION

A. Initial Term-Work Commencement

The Parties’ respective performances under this Contract shall commence on the later of either the Effective Date or [September 15th, 2025]. This Contract shall terminate on [June 30th, 2026] unless sooner terminated or further extended as specified elsewhere herein.

B. Early Termination in the Public Interest

The Political Subdivision is entering into this Contract for the purpose of carrying out the public policy of the Political Subdivision as determined by the Governing Body. If this Contract ceases to further the public policy of the Political Subdivision, the Governing Body, in its sole discretion, may terminate this Contract in whole or in part. Exercise by the Governing Body of this right shall not constitute a breach of the Political Subdivision’s obligations hereunder. This subsection shall not apply to a termination of this Contract by the Political Subdivision for cause or breach by the Contractor, which shall be governed by **Article 10(A)** or as otherwise specifically provided for herein.

i. Method and Content

The Principal Representative shall notify the Contractor of such termination in accordance with **Article 13**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract.

ii. Obligations and Rights

Upon receipt of a termination notice, the Contractor shall be subject to and comply with the same obligations and rights set forth in **Article 11(A)(i)**.

iii. Payments

If this Contract is terminated by the Governing Body pursuant to this **Article 2B**, the Contractor shall be paid an amount that bears the same ratio to the total reimbursement under this Contract as Contractor’s obligations that were satisfactorily performed bear to the total obligations set forth in this Contract, less payments previously made. Additionally, if this Contract is less than 60% completed, the Political Subdivision may, but is not obligated to, reimburse the Contractor for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by Contractor which are directly attributable to the uncompleted portion of Contractor’s obligations hereunder. The sum of any and all reimbursements under this **Article 2B** shall not exceed the maximum amount payable to the Contractor hereunder and any and all such reimbursements shall be payable only from funds that have been budgeted, appropriated and otherwise made available and in respect of which a sufficient unencumbered balance thereof remains available for payment of such reimbursements, all within applicable constitutional, statutory, charter, code or other limitations applicable to the Political Subdivision.

ARTICLE 3 STATEMENT OF WORK

A. Work

Contractor shall perform an Investment Grade Audit in accordance with **IGA Exhibit A – Scope of Work**. The Investment Grade Audit shall be performed at the location(s) listed in **IGA Exhibit B – Location of Audit**. If the Governing Body, in its sole discretion, desires to accept the Contractor’s Investment Grade Audit Report and the EPC Project Proposal, which acceptance, if made, shall be made within [60] days of the Principal Representative’s receipt of such proposal in the form of the Notice of Acceptance of the Investment Grade Audit Report and EPC Project Proposal set forth below in **Article 3(E)**. The Parties may, but are not obligated

to, enter into a new contract, entitled "Energy Performance Contract," based on such proposal, the form of which shall be supplied by the Political Subdivision and shall comply with **§29-12.5-101, C.R.S., et seq.**

B. Time of Performance

The Work under this Contract shall be completed during the initial term, which is set forth in **Article 2**, or any extension thereof.

C. Goods and Services

Contractor shall procure Goods and Services necessary to complete the Work. Such procurement shall be paid from the Contract Funds and shall not increase the maximum amount payable hereunder by the Political Subdivision.

D. Employees or Agents

All persons employed by the Contractor or Subcontractors to perform Work under this Contract shall be the Contractor's or Subcontractors' employee(s) or agents for all purposes hereunder and shall not be employees or agents of the Political Subdivision for any purpose as a result of this Contract.

E. Acceptance

Once the Contractor has signed the draft "Notice of Acceptance" for the Investment Grade Audit Report and EPC Project Proposal, it shall submit that draft Notice of Acceptance to the Principal Representative for review and approval by the Governing Body. If the IGA Report and EPC Project Proposal meet the statutory requirements set forth in **§29-12.5-101, C.R.S., et seq.**, and upon receipt of a completed IGA Record of Review from CEO, the Governing Body may, in its discretion, authorize the Principal Representative to issue the Notice of Acceptance.

ARTICLE 4 PAYMENTS TO CONTRACTOR

The Political Subdivision shall, in accordance with the provisions of this **Article 4**, pay the Contractor in the amounts and using the methods set forth below:

A. Project with Insufficient Cost Savings

If the Contractor determines at any time during the Investment Grade Audit that savings cannot be attained to meet the Political Subdivision's statutory requirements set forth in **§29-12.5-101, C.R.S., et seq.**, the Investment Grade Audit shall be terminated in accordance with **Article 11(B)** and **Article 13**.

B. Maximum IGA Payment Amount

Except as provided for below in subsections (i) and (ii), and (iii) of this **Article 4**, within [45] days after the Notice of Acceptance is issued by the Governing Body, which indicates the completion of the Investment Grade Audit Report and the related proposal for the Energy Performance Contract Project, Principal Representative shall pay to the Contractor a sum not to exceed **\$5,864.25** in accordance with IGA **Exhibits B and C** to this Contract.

i. Payment Without Financing of Energy Performance Contract

After the Notice of Acceptance has been issued, at the Governing Body's sole discretion, the Governing Body may exercise one of the two options set forth below, if the Governing Body of the Political Subdivision determines to pay out of available funds specifically appropriated for the purpose of performance of this Contract:

a. Payment for performance of IGA only without authorization of Energy Performance Contract

If the Governing Body decides not to proceed with an Energy Performance Contract, the Political Subdivision shall pay the Contractor for the due performance of the IGA from available funds which have been specifically appropriated for this purpose by the Governing Body in the ordinance or resolution authorizing the Political Subdivision to enter into this Contract. The Political Subdivision reserves the right to use such information from the Investment Grade Audit Report as it deems appropriate. Any unilateral use by the Political Subdivision of the Investment Grade Audit Report and any related underlying data for completing, using, maintaining or adding to any facilities of the Political Subdivision shall be at the sole risk of the Political Subdivision and without liability to the Contractor or Contractor consultants.

b. Payment Without Financing Arranged Under Energy Performance Contract

If the Governing Body authorizes the Political Subdivision to enter into an Energy Performance Contract with the Contractor, the Governing Body may determine to pay the Contractor for the

due performance of the IGA from available funds specifically appropriated for this purpose or from separate lease purchase, rather than finance the related project from the lease purchase or enterprise revenue bond financing provided through the Energy Performance Contract. The Political Subdivision will pay the Contractor within [90] days after the Notice of Acceptance is issued.

ii. Payment with Financing Arranged Under Energy Performance Contract

If the Governing Body authorizes the Political Subdivision to enter into (a) an Energy Performance Contract with the Contractor and (b) the financing of the IGA cost and the costs of the related project from the lease purchase financing provided through the Energy Performance Contract, the Political Subdivision will have no direct payment obligations to the Contractor under this Contract, provided that the Contractor and the Political Subdivision execute an Energy Performance Contract and enter into such financing within [90] days after the issuance of the Notice of Acceptance. The above stated cost of the completed Investment Grade Audit shall be incorporated into the Contractor's total project costs and paid from the lease purchase provided through the Energy Performance Contract.

iii. Payment Without the issuance of the Notice of Acceptance

Within [60] days after the date on which the Contractor submits the draft Notice of Acceptance to the Principal Representative, the Principal Representative shall review and may object and propose revisions, in writing, to the Contractor regarding the Investment Grade Audit Report and EPC Project Proposal. If the Political Subdivision has received the completed IGA Record of Review from CEO and such IGA Record of Review and the analysis of the Principal Representative reflect that the IGA Report and the EPC Project Proposal each meet the statutory requirements set forth in **§29-12.5-101, C.R.S., et seq.**, but the Political Subdivision does not issue the Notice of Acceptance, the Notice of Acceptance will be deemed issued as of the [61st] day after the Contractor's submission of the draft Notice of Acceptance. If the Notice of Acceptance is deemed issued, the Political Subdivision shall be obligated to pay the Contractor for its performance hereunder as set forth in **Article 4(B)(i)**, and the Contractor shall provide the complete Investment Grade Audit Report and any related underlying data including building, infrastructure, and equipment specifications, blueprints, etc., to the Political Subdivision for its records and use.

C. Payment

i. Payments

Contractor shall initiate any payment requests by submitting invoices to the Principal Representative in the form and manner set forth and approved by the Principal Representative.

ii. Interest

The Political Subdivision shall fully pay each invoice within the payment terms of the Political Subdivision and within [30] days in accordance with dates of receipt thereof if the amount invoiced represents performance by the Contractor previously accepted by the Principal Representative. Uncontested amounts not paid by the Political Subdivision within [30] days shall bear interest on the unpaid balance beginning on the following day at a rate not to exceed [1.5%] percent per month until paid in full, provided that such interest amounts have been duly appropriated by the Governing Body; provided, however, that interest shall not accrue on unpaid amounts that the Principal Representative disputes. The Contractor shall invoice the Political Subdivision separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Available Funds-Contingency-Termination

The Political Subdivision is prohibited by law from making financial commitments beyond the term of the current Fiscal Year. This Contract shall not constitute a debt or a multiple Fiscal Year financial obligation under any Colorado constitutional or statutory provisions or limitations. Payment to the Contractor beyond the current Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year. If federal funds or funds from any other source not from the Political Subdivision constitute all or some of the Contract Funds, the obligation of the Political Subdivision to pay the Contractor shall be contingent upon such funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from

Contract Funds, and the Political Subdivision's liability for such payments shall be limited to the amount remaining of such Contract Funds. If other funds are not appropriated, or otherwise become unavailable to fund this Contract, the Political Subdivision may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability in accordance with the provisions hereof.

iv. Erroneous Payments

At the Governing Body's sole discretion, payments made to the Contractor in error for any reason, including, but not limited to overpayments or improper payments and unexpended or excess funds received by the Contractor, the Political Subdivision may recover from the Contractor by deduction from subsequent payments under this Contract or other contracts, grants or agreements between the Political Subdivision and the Contractor or by other appropriate methods and collected as a payment due to the Political Subdivision. Such payments shall not be made to any party other than the Political Subdivision.

D. Use of Funds

Contract Funds shall be used only for eligible costs identified herein.

ARTICLE 5 REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this **Article 5** shall be in accordance with the procedures of and in such form as prescribed by the Political Subdivision and in accordance with **Article 13**, if applicable.

A. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision-making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 10 days after being served, notify the Political Subdivision of such action and deliver copies of such pleading or document to the Principal Representative of the Political Subdivision identified in **Article 13**.

B. Performance Outside the State of Colorado and/or the United States

[This §5.B shall not apply if the Contract Funds include any Federal funds] Following the Effective Date, Contractor shall provide written notice to the Political Subdivision by notice to the Principal Representative, in accordance with **Article 13**, within twenty (20) days of the earlier to occur of Contractor's decision to perform, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. Knowing failure by Contractor to provide notice to the Political Subdivision under this **Article 5(B)** shall constitute a material breach of this Contract.

C. Noncompliance

Contractor's failure to provide reports and notify the Principal Representative of the Political Subdivision in a timely manner in accordance with this **Article 5** may result in the delay of payment of funds and/or termination as provided under this Contract.

ARTICLE 6 CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: **(i)** the date [3] years after the date this Contract expires or is terminated, **(ii)** final payment under this Contract is made, **(iii)** the resolution of any pending Contract matters, or **(iv)** if a Contract audit is occurring, or Contractor has received notice that a Contract audit is pending, the date such Contract audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the Political Subdivision to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than [2] Business Days' notice from the Principal Representative, unless the Principal Representative determines that a shorter period of notice, or no notice, is necessary to protect the interests of the Political Subdivision.

C. Monitoring

The Principal Representative, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the Political Subdivision. The Principal Representative shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Contract Audit Report

Contractor shall promptly submit to the Political Subdivision a copy of any final Contract audit report of a Contract audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

ARTICLE 7 CONFIDENTIAL INFORMATION AND POLITICAL SUBDIVISION RECORDS

Contractor shall comply with the provisions of this **Article 7** if it becomes privy to confidential information in connection with its performance hereunder. Confidential information includes, but is not necessarily limited to, any Political Subdivision records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to CORA.

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all Political Subdivision Records, unless those Records are publicly available. Contractor shall not, without prior written approval of the Governing Body, use, publish, copy, disclose to any third party, or permit the use by any third party of any Political Subdivision Records, except as otherwise stated in this Contract, permitted by law, or approved in writing by the Governing Body. Contractor shall provide for the security of all Political Subdivision Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Contractor shall immediately forward any request or demand for Political Subdivision Records to the Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide Political Subdivision Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to Political Subdivision Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times that the agent, employee, assign or Subcontractor has access to any Political Subdivision Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the Principal Representative upon execution of the nondisclosure provisions if requested by the Principal Representative.

C. Use, Security, and Retention

Contractor shall use, hold and maintain Political Subdivision Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all Political Subdivision Confidential Information. Contractor shall provide the Principal Representative with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of Political Subdivision Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return Political Subdivision Records provided to Contractor or destroy such Political Subdivision Records and certify to the Governing Body that it has done so, as directed by the Principal Representative. If Contractor is prevented by law or regulation from returning or destroying

Political Subdivision Confidential Information, Contractor warrants that it will guarantee the confidentiality of, and cease to use, such Political Subdivision Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the Principal Representative immediately and cooperate with the Political Subdivision regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the Principal Representative. Unless Contractor can establish that Contractor and its Subcontractors are not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the Principal Representative, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the Governing Body at no additional cost to the Political Subdivision. The Governing Body may adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as directed by the Principal Representative. If Contractor cannot produce its analysis and plan within the allotted time, the Principal Representative, in its sole discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the Political Subdivision for the actual costs thereof.

E. Data Protection and Handling

Contractor shall ensure that all Political Subdivision Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract at all times.

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the Principal Representative, including, without limitation, Political Subdivision non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits.

ARTICLE 8 CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the Political Subdivision, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the Political Subdivision's interests. Absent the Governing Body's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the Political Subdivision

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the Principal Representative a disclosure statement setting forth the relevant details for the Political Subdivision's consideration. Failure to promptly submit a disclosure statement or to follow the Principal Representative's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

ARTICLE 9 INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Workers' Compensation

Workers' compensation insurance as required by State statute and any other requirements of the Political Subdivision, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

\$1,000,000 each occurrence;

\$1,000,000 general aggregate;

\$1,000,000 products and completed operations aggregate; and

\$50,000 any 1 fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

\$1,000,000 each occurrence; and

\$1,000,000 general aggregate.

E. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

\$1,000,000 each occurrence; and

\$1,000,000 general aggregate.

F. Additional Insured

The Political Subdivision shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

G. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the Political Subdivision.

H. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the Principal Representative in accordance with **Article 13** within 7 days of Contractor's receipt of such notice.

I. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the Political Subdivision, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

J. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, **§24-10-101, et seq., C.R.S.** (the GIA), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintains at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

K. Certificates

Contractor shall provide to the Principal Representative, for the records of the Political Subdivision, certificates evidencing Contractor's insurance coverage required in this Contract within 7 Business Days following the Effective Date. Contractor shall provide to the Principal Representative, for the records of the Political Subdivision, certificates evidencing Subcontractor insurance coverage required under this Contract within 7 Business Days following the Effective Date; except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the Principal Representative certificates showing Subcontractor insurance coverage required under this Contract within 7 Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the Principal Representative certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the Principal Representative, Contractor shall, within 7 Business Days following the request by the Principal Representative, supply to the Principal Representative evidence satisfactory to the Principal Representative of compliance with the provisions of this **Article 9**.

ARTICLE 10. BREACH

A. Defined

In addition to any breaches specified in other sections of this Contract, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in **§13**. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the Political Subdivision may exercise any of the remedies set forth in **§11**. Notwithstanding anything to the contrary herein, the Governing Body, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Contract in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

ARTICLE 11. REMEDIES

If Contractor is in breach under any provision of this Contract, the Political Subdivision shall have all of the remedies listed in this **Article 11** in addition to all other remedies set forth in other sections of this Contract following the notice and cure period set forth in **Article 10(B)**. The Political Subdivision may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

The Political Subdivision may terminate this entire Contract or any part of this Contract. Exercise by the Political Subdivision of this right shall not be a breach of its obligations hereunder. Contractor shall continue performance of this Contract to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of such notice and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the Principal Representative all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Contract's terms. At the sole discretion of the Governing Body, Contractor shall assign to the Political Subdivision all of Contractor's right, title, and interest under such terminated orders or subcontracts; provided that Contractor's obligations with respect to Contractor's Intellectual Property are set forth in **Article 14** below. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the Political Subdivision has an interest. All materials

owned by the Political Subdivision in the possession of Contractor shall be immediately returned to the Political Subdivision. All Work Product, at the option of the Political Subdivision, shall be delivered by Contractor to the Principal Representative and shall become the Political Subdivision's personal property.

ii. Payments

The Political Subdivision shall reimburse Contractor only for accepted performance up to the date of termination. If, after termination by the Political Subdivision, it is determined that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Contract had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the Political Subdivision, Contractor shall remain liable to the Political Subdivision for any damages sustained by the Political Subdivision by virtue of any breach under this Contract by Contractor and the Political Subdivision may withhold any payment to Contractor for the purpose of mitigating the Political Subdivision's damages, until such time as the exact amount of damages due to the Political Subdivision from Contractor is determined. The Principal Representative may withhold any amount that may be due Contractor as the Governing Body deems necessary to protect the Political Subdivision against loss, including loss as a result of outstanding liens, claims of former lien holders, or for the excess costs incurred in procuring similar goods or services. Contractor shall be liable for excess costs incurred by the Political Subdivision in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination for Insufficient Cost Savings

The Contractor is entering into this Contract for the purpose of carrying out an Investment Grade Audit and Energy Performance Contract Project Proposal. The Contractor may terminate this Contract in accordance with **Article 4(A)(iii)** prior or subsequent to the completion of the Investment Grade Audit. The Contractor shall notify the Governing Body in writing that Contractor is unable to guarantee savings which exceeds the costs associated with performing the audit, installing the improvements, and related maintenance and monitoring services as required and set forth in **§29-12.5-101, C.R.S., et seq.** Exercise by the Contractor of this Early Termination for Insufficient Cost Savings, shall not be deemed a breach of the Contractor's obligations hereunder.

i. Method and Content

The Contractor shall notify Governing Body of such termination in accordance with **Article 13**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract.

ii. Obligations and Rights

Upon receipt of a termination notice, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the Political Subdivision has an interest. All materials owned by the Political Subdivision in the possession of Contractor shall be immediately returned to the Political Subdivision.

iii. Payments

In this event this Contract shall be terminated and the Political Subdivision shall not be liable to pay Contractor, in whole or part, the amount specified in **Article 4(A)**.

C. Remedies Not Involving Termination

The Governing Body, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of this Contract pending necessary corrective action as specified by the Principal Representative of the Governing Body of the Political Subdivision without entitling Contractor to an adjustment in price/cost or performance schedule. Contractor shall promptly cease performance and incurring costs in accordance with the Principal Representative's directive and the Political Subdivision shall not be liable for costs incurred by Contractor after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Contractor until corrections in Contractor's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Contractor's actions or inactions, cannot be performed or, if performed, would be of no value to the Political Subdivision; provided, that any denial of payment shall be reasonably related to the value to the Political Subdivision of the obligations not performed.

iv. Removal

Notwithstanding any other provision herein, the Principal Representative of the Governing Body of the Political Subdivision may demand immediate removal of any of Contractor's employees, agents, or subcontractors whom the Principal Representative deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Contract is deemed to be contrary to the public interest or the Political Subdivision's best interest.

v. Intellectual Property

If Contractor infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Contract, Contractor shall, at the Governing Body's option (a) obtain for the Political Subdivision or Contractor the right to use such products and services; (b) replace any Goods, Services or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services or products and refund to the Political Subdivision the amounts paid by the Political Subdivision for any such infringing Goods, Services or products.

D. Contractor's Remedies

If the Political Subdivision is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in **Article10.B** and the dispute resolution process in **Article12**, shall have all remedies available at law and equity.

ARTICLE 12 DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a [Representative] designated by the Political Subdivision and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in **Article12.A** fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the Political Subdivision to the [Vice President of the West Region Clayton Boop].

ARTICLE 13 NOTICES and REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (i) by hand with receipt required, (ii) by certified or registered mail to such Party's principal representative at the address set forth below or (iii) as an email with read receipt requested to the principal representative at the email address or (iv) by overnight courier to the address set forth below, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **Article13** without a formal

amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

A. Political Subdivision Designee:

Kimberly Boyd
Town Administrator
PO Box 237,
Kiowa, CO 80117
KBoyd@townofkiowa.com

B. Contractor:

Veregy West LLC
Oscar Rangel
Sr. Account Executive
7535 E. Hampden Ave. Ste 400
Denver, CO 80231
orangel@veregy.com

ARTICLE 14 RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Except for Contractor’s Intellectual Property, any research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Contractor in the performance of its obligations under this Contract shall be the nonexclusive personal property of the Political Subdivision and all Work Product shall be delivered to the Principal Representative, for the records of the Political Subdivision, by Contractor upon completion or termination hereof. The Political Subdivision’s nonexclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer and prepare derivative works.

ARTICLE 15 GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Political Subdivision and its departments, institutions, agencies, boards, officials, and employees, including the members of the Governing Body and the Principal Representative, is controlled and limited by the provisions of the Governmental Immunity Act **§24-10-101, C.R.S., et seq.**

ARTICLE 16 GENERAL PROVISIONS

A. Assignment

Contractor’s rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the Governing Body. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor’s rights and obligations approved by the Governing Body shall be subject to the provisions of this Contract.

B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the Governing Body of the Political Subdivision. Contractor shall submit to the Principal Representative a copy of each such subcontract upon request by the Principal Representative. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal, state and Political Subdivision laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in **Article 17(A)**, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties’ respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or affect whatsoever, unless embodied herein.

H. Jurisdiction and Venue

All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable laws and the fiscal rules and policies of the Political Subdivision. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies promulgated by the Political Subdivision.

J. Statutes, Regulations, Fiscal Rules and Other Authority.

Any reference in this Contract to a statute, regulation, Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. Order of Precedence

In the event of conflicts or inconsistencies between this Contract and any Exhibits or attachments such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Political Subdivision General Provisions in the main body of this Contract,
- ii. The provisions of the other sections of the main body of this Contract,
- iii. IGA Exhibit A - Scope of Work,
- iv. IGA Exhibit B - Location of Audit and
- v. IGA Exhibit C - Cost and Pricing Elements.

L. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of the Contract.

M. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of the Contract shall survive the termination or expiration of the Contract and shall be enforceable by the other Party.

N. Taxes

The Political Subdivision is exempt from all federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from Colorado state and local government sales and use taxes under **§§39-26-704(1), et seq. C.R.S.** The Political Subdivision shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political

subdivision of the State of Colorado imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales, or use taxes that Contractor may wish to have in place in connection with this Contract.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in Article 17, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under [City Codes], if any, are subject to public release through CORA.

R. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

T. Indemnification

i. General Indemnification

Contractor shall indemnify, save, and hold harmless the Political Subdivision, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

ii. Confidential Information Indemnification

Disclosure or use of Political Subdivision Confidential Information by Contractor in violation of **Article 7** may be cause for legal action by third parties against Contractor, the Political Subdivision, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the Political Subdivision in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of **Article 7**.

iii. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

ARTICLE 17 COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-1)

A. APPROVAL

This Contract shall not be valid until it has been approved by the Town Board of Trustees.

B. FUNDS AVAILABILITY

Financial obligations of the Political Subdivision payable after the current Fiscal Year are contingent upon funds for that purpose being budgeted, appropriated and encumbered for the purposes of this Contract as given in §24-30-202(5.5), C.R.S.

C. GOVERNMENTAL IMMUNITY.

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §24-10-101, *et seq.* C.R.S. or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the Political Subdivision. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the Political Subdivision and the Political Subdivision shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall not have authorization, express or implied, to bind the Political Subdivision to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the Principal Representative, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Contractor shall strictly comply with all applicable federal, State and local laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW.

Colorado law and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to the extent capable of execution.

G. BINDING ARBITRATION PROHIBITED.

The Political Subdivision does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Contract or incorporated herein by reference shall be null and void.

H. SOFTWARE PIRACY PROHIBITION Political Subdivision or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the Political Subdivision determines that Contractor is in violation of this provision, the Political Subdivision may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST

The signatories aver that to their knowledge, no employee of the Political Subdivision has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no

interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET

The Political Subdivision's Controller may withhold payment for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges; **(iii)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the Political Subdivision as a result of final agency determination or judicial action.

K. PUBLIC CONTRACTS FOR SERVICES

Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program established under Pub. L. 104-208 or the State verification program established pursuant to **§8-17.5-102(5)(c), C.R.S.**, Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and the Principal Representative within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to **§8-17.5-102(5), C.R.S.**, by the Colorado Department of Labor and Employment. If Contractor participates in the State program, Contractor shall deliver to the Principal Representative, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Contractor fails to comply with any requirement of this provision or **§§8-17.5-101, et seq., C.R.S.**, the Political Subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS

Contractor, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that he or she **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of **§§24-76.5-101, et seq., C.R.S.**, and **(iii)** has produced one form of identification required by **§24-76.5-103, C.R.S.** prior to the Effective Date of this Contract.

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ARTICLE 18. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the Political Subdivision is relying on their representations to that effect.

<p style="text-align: center;">CONTRACTOR</p> <p style="text-align: center;">INSERT-Legal Name of Contractor</p> <p>By: INSERT-Name of Authorized Individual Title: INSERT-Official Title of Authorized Individual</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">POLITICAL SUBDIVISION</p> <p style="text-align: center;">INSERT – Legal Name of Political Subdivision</p> <p style="text-align: center;">INSERT-Name of Governing Body</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">By: INSERT-Name & Title of Person Signing for Governing Body</p> <p>Date: _____</p>
	<p style="text-align: center;">LEGAL REVIEW</p> <p style="text-align: center;">INSERT-Name & Title of Legal Counsel to Political Subdivision</p> <p>By: _____</p> <p style="text-align: center;">Signature - Title</p> <p>Date: _____</p> <p style="text-align: center;">ADD OTHER APPLICABLE REQUIRED SIGNATURES</p>

IGA Exhibit A

Scope of Work

[SECTION 1. Energy Performance Contract Definitions and Terms](#)

[SECTION 2. Pre-Audit Conference](#)

[SECTION 3. Data Collection and Building/Equipment Schedules](#)

[SECTION 4. Establish Baseline Period Consumption](#)

[SECTION 5. Preliminary Analysis and Discussion of Utility Cost-Savings Measures and FIMs and other ESCO Services](#)

[SECTION 6. Detailed Analysis of Utility Cost-Savings Measures and FIMs and other ESCO Services](#)

[SECTION 7. Draft Investment Grade Audit Report](#)

[SECTION 8. Post Draft Investment Grade Audit Report Conference](#)

[SECTION 9. Final Investment Grade Audit Report and Energy Performance Contract Project Proposal](#)

Purpose of the Investment Grade Audit and this Scope of Work Exhibit

The purpose of the Investment Grade Audit (IGA) is to review the Political Subdivision's facilities and infrastructure with the intent to present an IGA audit report and an Energy Performance Contract (EPC) Project Proposal. The Scope of Work exhibit is a general outline of the process from the initial Pre-Audit Conference to an accepted IGA report and an EPC Project Proposal. The Scope of Work outlines the information collected, how it is analyzed, the methodology used for calculations, an initial but not exclusive list of Utility Cost-Savings Measures and FIMs to consider, a proposed financing performance, and a format for the report. The EPC Project Proposal should include proposed equipment (or equal) to be installed, proposed facility modifications, expected utility savings, expected project costs, proposed project design and construction schedule, a measurement and verification plan, and long-term Energy Service Company (ESCO) and Political Subdivision maintenance requirements.

The ESCO shall conduct all necessary conference(s) and produce associated documentation to initiate and complete Work under the IGA Contract. The ESCO will facilitate all reviews and collect all the comments starting with the Pre-Audit Conference (reference this **Section 2**) through the Post-Audit Conference (reference **Section 8**). The ESCO will develop the draft and final Investment Grade Audit report and develop the Energy Performance Contract Project Proposal.

If the Political Subdivision (Municipality, County, School District, or Special District) and the ESCO (with CEO review) determine that any of the following services detailed below are not required for a given project, the Scope of Work can be modified by the Political Subdivision by striking through the identified services.

SECTION 1. Energy Performance Contract Definitions and Terms

The following terms are used in the Investment Grade Audit and Project Proposal Contract. The Energy Performance Contract shall be construed and interpreted as follows:

A. Adjusted-Baseline Energy

"Adjusted-Baseline Energy" means the energy use of the baseline period, adjusted to a different set of operating conditions.

B. American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE)

"American Society of Heating, Refrigeration, and Air Conditioning Engineers" or "ASHRAE" means the recognized professional organization with standards and guidelines that may be referenced for additional definitions, procedures, and technical information as necessary in this Scope of Work and the IGA Project Proposal Report.

C. Baseline Energy

"Baseline Energy" means the energy use (units) occurring during the Baseline Period without adjustments.

D. Baseline Period

IGA Exhibit A Scope of Work

“Baseline Period” means the period of time chosen to represent operation of the facility or system before implementation of a Utility Cost-Savings Measure or any applicable FIM, as defined herein. This period may be as short as the time required for an instantaneous measurement of a constant quantity, or long enough to reflect one full operating cycle of a system or facility with variable operations.

E. Baseline

“Baseline” means and pertains to the baseline period.

F. Commissioning

“Commissioning” means a process for achieving, verifying and documenting the performance of equipment to meet the operational needs of the facility within the capabilities of the design, and to meet the design documentation and the Political Subdivision’s functional criteria, including preparation of operating personnel. Retro-commissioning is the application of the Commissioning process to existing buildings.

G. Cost-Weighted Average Service Life

“Cost-Weighted Average Service Life” means the calculation is based upon the service life of the equipment (ASHRAE Handbook - HVAC Applications or other approved source), the cost of each Utility Cost-Savings Measure or FIM (excluding the audit cost and Political Subdivision’s contingency), and the total cost of all the measures. The formula is the sum of each measure cost divided by the total cost multiplied by its service life. Cost-Weighted Average Service Life = \sum each measure \div total cost \times service life.

H. Energy

“Energy” means electricity (both usage and demand), natural gas, steam, water (potable or non-potable), or any other Utility-charged service.

I. Energy Conservation Measure (ECM)

“Energy Conservation Measure” or “ECM” means an Energy Saving Measure or Utility Cost-Savings Measure as defined in **§29-12.5-101(4) and §29-12.5-101(9), C.R.S.**, respectively. An ECM is an activity or set of activities designed to increase the efficiency (energy, water, or other utility) of a facility, system or piece of equipment. ECMs may also conserve energy without changing efficiency. An ECM may involve one or more of: physical changes to facility equipment, revisions to operating and maintenance procedures, software changes, or new means of training or managing users of the space or operations and maintenance staff. An ECM may be applied as a retrofit to an existing system or facility, or as a modification to a design before construction of a new system or facility. Within this Contract, Utility Cost-Savings Measures, Energy Saving Measures, Energy Cost-Saving Measures, Energy Conservation Measures (ECMs) and Facility Improvement Measures (FIMs) shall be interchangeable as necessary and may include vehicle fleet operational and fuel cost savings measures.

J. Energy Cost-Savings Contract

“Energy Cost-Savings Contract” means a Utility Cost-Savings Contract or a Vehicle Fleet Operational and Fuel Cost-Savings Contract as defined in **§29-12.5-101(2.5), C.R.S.**

K. Energy Cost-Savings Measure

“Energy Cost-Savings Measure” means a Utility Cost-Savings Measure or a Vehicle Fleet Operational and Fuel Cost-Savings Measure. Within this Contract, Utility Cost-Savings Measures, Energy Saving Measures, Energy Cost-Saving Measures, Energy Conservation Measures (ECMs) and Facility Improvement Measures (FIMs) shall be interchangeable as necessary and may include vehicle fleet operational and fuel cost savings measures.

L. Energy Performance Contract

“Energy Performance Contract” (“EPC”) as defined in **§29-12.5-101(3), C.R.S.**, is a contract for evaluations, recommendations or implementation of one or more Utility Cost-Savings Measures designed to produce Utility Cost-Savings, Operation and Maintenance Cost Savings, or Vehicle Fleet Operational and Fuel Cost-Savings, which:

- i. Sets forth savings attributable to calculated Utility Cost-Savings or Operation and Maintenance Cost Savings for each year during the Contract Term;
- ii. Provides that the amount of actual savings for each year during the Contract Term shall exceed annual contract payments, including maintenance costs, to be made during such year by the Political Subdivision contracting for the Energy Cost-Savings Measures;
- iii. Requires the party entering into the Energy Performance Contract with the Political Subdivision to provide a written guarantee that the sum of Energy Cost-Savings and Operation and Maintenance Cost

IGA Exhibit A Scope of Work

Savings for each year during the first three years of the Contract period shall not be less than the calculated savings for that year;

- iv. Requires a minimum of one-tenth of payments by the Political Subdivision to be made within the first two years. Requires remaining payments by the Political Subdivision to be made within 12 years after the date of the execution of the contract, except that the maximum term of the payments shall be less than the Cost-Weighted Average Service Life of energy cost-savings equipment for which the contract is made, not to exceed 25 years.

M. Energy Service Company

“Energy Service Company” or “ESCO” means the energy service company entity entering into a contract to design and construct the Project with the Political Subdivision. The Energy Service Company may also be referred to as “Contractor” in this Contract or in related schedules, exhibits, attachments, contract modification or procedural documents. The ESCO may be the architect/engineer for the Utility Cost-Savings Measures or may contract out these professional services with approval of the Governing Body.

N. Facility Improvement Measure

“Facility Improvement Measure” or “FIMS” is an activity or set of activities designed to improve the structural or operational conditions of a facility, system or piece of equipment. A FIM may be an activity associated with an Energy Cost-Savings Measure and funded as part of an EPC. A FIM may be an activity requested by the Political Subdivision, but is not an Energy Cost-Savings Measure, but funds have been budgeted, appropriated and otherwise made available to be included in an EPC. Within this Contract, Utility Cost-Savings Measures, Energy Saving Measures, Energy Cost-Saving Measures, Energy Conservation Measures (ECMs) and Facility Improvement Measures (FIMs) shall be interchangeable as necessary and may include vehicle fleet operational and fuel cost savings measures.

O. Federal Energy Management Program (FEMP) Measurement & Verification Guidelines

“Federal Energy Management Program (“FEMP”) Measurement and Verification (M&V) Guidelines” means the current M&V Guidelines prepared by the U.S. Department of Energy. The FEMP M&V Guidelines contains specific procedures for applying concepts originating in the IPMVP (definition below). The FEMP M&V Guidelines represents a specific application of the IPMVP to EPC projects. It outlines procedures for determining M&V approaches, evaluating M&V plans and reports, and establishing the basis of payment for energy savings during the contract. These procedures are intended to be fully compatible and consistent with the IPMVP.

P. Finance Agreement Term

“Finance Agreement Term” means the original term and all renewal terms of any Lease-Purchase Agreement or any other financing or funding agreement of the Political Subdivision for the costs of this contract.

Q. Guarantee Period

“Guarantee Period” means a period of time commencing upon M&V Commencement Date and terminating on the termination of the M&V Term. The Guarantee Period is a mutually agreed to time period after the M&V Commencement Date, during which Guaranteed Annual Cost Savings resulting from the Project are measured and verified by the ESCO set forth in **EPC Schedule D**.

R. International Performance Measurement and Verification Protocol

“International Performance Measurement and Verification Protocol” or “IPMVP” means the current document prepared by the Efficiency Valuation Organization on the Effective Date of the IGA contract. It is the industry standard for current best practice techniques available for verifying results of energy efficiency, water efficiency, and renewable energy projects associated with the Investment Grade Audit Report and Energy Performance Contract Project Proposal (**reference Section 7**).

S. kW

“kW” is Kilowatt (abbreviation)

T. kWh

“kWh” is Kilowatt-hour (abbreviation)

U. Measurement and Verification

“Measurement and Verification” or “M&V” means the process of using measurements to reliably determine and verify the actual savings created within buildings, infrastructure, or systems resulting from an energy management program. Savings cannot be directly measured, since they represent the absence of energy

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use. Instead, savings are determined by comparing measured use before and after implementation of a project, making appropriate adjustments for changes in conditions. M&V follows the standards and definitions in the current International Performance Measurement and Verification Protocol (“IPMVP”), as may be amended by the Efficiency Valuation Organization on the Effective Date of this contract. The CEO Measurement and Verification Policy may allow alternative verification standards as appropriate for select Utility Cost-Savings Measures or FIMs.

V. M&V Commencement Date

“M&V Commencement Date” means the first day of the month following the completion by ESCO and acceptance by the Governing Body of the Political Subdivision of the Project.

W. M&V Fee

“M&V Fee” means an annual fee paid to ESCO by the Political Subdivision for ESCO’s satisfactory performance of the M&V Services, as set forth in **EPC contract Article 13**. The M&V Fee is included as a part of the EPC Maximum Contract Price.

X. M&V Plan

“M&V Plan” defines how savings will be calculated and specifies any ongoing activities that will occur during the Contract Term. The details of the M&V Plan are in **EPC Contract Schedule D**.

Y. M&V Services

“M&V Services” means Services or activities relating to the measurement and verification by ESCO of the efficiency and effectiveness of the Project, pursuant to this Contract and the CEO Measurement and Verification Policy as applied.

Z. M&V Term

“M&V Term” has the meaning as described to it in **EPC Contract Article 13**.

AA. MMBtu

“MMBtu” means 1 Million British thermal unit (abbreviation).

BB. O&M

“O&M” means Operations and Maintenance (abbreviation).

CC. Operations and Maintenance Cost Savings

“Operation and Maintenance Cost Savings” as defined in **§29-12.5-101 (4.5), C.R.S.**, means the measurable decrease in operation and maintenance (O&M) costs that is a direct result of the implementation of one or more Utility Cost-Savings Measures. Such savings shall be calculated in comparison with an established baseline of operation and maintenance costs.

DD. Rebate

“Rebate” means moneys used for ESCO’s compensation that are not the moneys of the Political Subdivision [or moneys from a Third-Party Lessor], including solar RECs and utility rebates, all as described in **Schedule B** and on **Schedule G**.

EE. Repair or Replace

“Repair or Replace” means to repair or replace equipment or components as necessary based upon the age, usage, O&M cost, potential efficiency improvement, etc.

FF. Savings Calculations

“Savings Calculations” means the manner in which Savings is calculated, as set forth in **EPC contract Schedule C**.

GG. Simple Payback

“Simple Payback” means the length of time, typically presented in years, required to recover the cost of a measure or project.

HH. Third-Party Lessor

“Third-Party Lessor” means a third-party entity entering into a Lease Purchase Agreement, as lessor, with the Political Subdivision, as lessee, for the lease purchase financing of the Equipment and the Services pursuant to this Contract.

II. Utility or Utilities

“Utility” or “Utilities” means the water, sewer services, electricity payments to energy service companies, purchase of energy conservation equipment, and all heating fuels. Utility may include compressed air, chilled water, or other systems or services as agreed to with the Governing Body of the Political Subdivision.

JJ. Utility Cost Savings

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“Utility Cost Savings” means the definition set forth in **§29-12.5-101(7), C.R.S.**, is the combination of either or both of the following:

- i. A cost savings caused by a reduction in metered or measured physical quantities of a bulk fuel or Utility resulting from the implementation of one or more Utility Cost-Savings Measures or FIMs when compared with an established baseline of usage; or
- ii. A decrease in utility costs as a result of changes in applicable utility rates or utility service suppliers. The savings shall be calculated in comparison with an established baseline of utility costs.

KK. Utility Cost-Savings Contract

“Utility Cost-Savings Contract” means an Energy Performance Contract or any other agreement in which Utility Cost Savings are used to pay for services or equipment set forth in **§29-12.5-101(8), C.R.S.**

LL. Utility Cost-Savings Measure

“Utility Cost-Savings Measure” means the definition set forth in **§29-12.5-101(9), C.R.S.**, is the installation, modification or service that is designed to reduce energy and water consumption and related operating costs in buildings and other facilities and includes, but is not limited to, the following:

- i. Insulation in walls, roof, floors and foundations, and in heating and cooling distribution systems;
- ii. Storm windows and doors, multiglazed windows and doors, heat absorbing or heat reflective glazed and coated window and door systems, additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption;
- iii. Automatic energy control systems;
- iv. Heating, ventilating or air conditioning and distribution system modifications or replacements in buildings or central plants;
- v. Caulking or weather stripping;
- vi. Replacement or modification of lighting fixtures to increase the energy efficiency of the system without increasing the overall illumination of a facility unless such increase in illumination is necessary to conform to the applicable building code for the proposed lighting system;
- vii. Energy recovery systems;
- viii. Renewable energy and alternate energy systems;
- ix. Cogeneration systems that produce steam or forms of energy, such as heat or electricity, for use primarily within a building or complex of buildings;
- x. Devices that reduce water consumption or sewer charges;
- xi. Changes in operation and maintenance practices;
- xii. Procurement of low-cost energy supplies of all types, including electricity, natural gas and other fuel sources, and water;
- xiii. Indoor air quality improvements that conform to applicable building code requirements;
- xiv. Daylighting systems;
- xv. Building operation programs that reduce utility and operating costs including computerized energy management and consumption tracking programs, staff and occupant training, and other similar activities;
- xvi. Services to reduce utility costs by identifying utility errors and optimizing existing rate schedules;
- xvii. Any other location, orientation, or design choice related to, or installation, modification of installation or remodeling of, building infrastructure improvements that produce utility or operational cost savings for their appointed functions in compliance with applicable state and local building codes;
- xviii. Vehicle fleet operational and fuel cost savings;
- xix.** When an energy saving measure involves a cogeneration system, the sale of excess cogenerated energy shall be subject to the same state and federal regulatory requirements as the sale of all other cogenerated energy, as set forth in **§29-12.5-103(3), C.R.S.**

Within this Contract, Utility Cost-Savings Measures, Energy Saving Measures, Energy Cost-Saving Measures, Energy Conservation Measures (ECMs) and Facility Improvement Measures (FIMs) shall be interchangeable as necessary and may include vehicle fleet operational and fuel cost savings measures.

MM. Vehicle Fleet Operational and Fuel Cost Savings

“Vehicle Fleet Operational and Fuel Cost Savings” means a measurable decrease in the operation and maintenance costs of Political Subdivision vehicles that is associated with fuel or maintenance based on higher efficiency ratings or alternative fueling methods, including but not limited to savings from the

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reduction in maintenance requirements and a reduction in or the elimination of projected fuel purchase expenses as a direct result of investment in higher efficiency or alternative fuel vehicles or vehicle or charging infrastructure.

NN. Vehicle Fleet Operational and Fuel Cost-Savings Contract

“Vehicle Fleet Operational and Fuel Cost-Savings Contract” means the definition set forth in **§29-12.5-101(11), C.R.S.**, means an Energy Performance Contract or any other agreement in which Vehicle Fleet Operational and Fuel Cost Savings are used to pay for the cost of the vehicle or associated capital investments.

OO. Vehicle Fleet Operational and Fuel Cost-Savings Measure

“Vehicle Fleet Operational and Fuel Cost-Savings Measure” is defined in **§29-12.5-101(12), C.R.S.**, means any installation, modification, or service that is designed to reduce energy consumption and related operating costs in vehicles and includes, but is not limited to, the following:

- i. Vehicle purchase or lease costs either in full or in part;
- ii. Charging or fueling infrastructure to appropriately charge or fuel alternative fuel vehicles included in an energy performance contract.

SECTION 2. Pre-Audit Conference

The Pre-Audit Conference is the initial meeting including the Political Subdivision’s key staff, the Colorado Energy Office (CEO) representative, and all critical ESCO staff to present and discuss the Investment Grade Audit (IGA) approach, its activities, individual and mutual responsibilities, and proposed schedule.

ESCO shall prepare an agenda and conference record to include, but not be limited to, the following agenda outline and topics:

A. Introductions/Roles

- i. Roles of key representatives
- ii. Preferred means of communication and protocols
- iii. Contact Information

B. Objectives and Goals

- i. Political Subdivision’s interests, goals, objectives and priorities (Owner/Political Subdivision project requirements)
- ii. Level of management, facility, and staff support
- iii. Discussion by ESCO of their approach to the project
- iv. Review of CEO program support documents, process, forms (CEO IGA/EPC Review Matrix, Record of Review, M&V Policy, other items)

C. Technical Expectations

- i. General discussion on EPC scope, buildings and potential Utility Cost-Savings Measures or FIMS to be considered
- ii. Discussion of any Federal, State, Local, or Political Subdivision environmental, occupancy, construction specifications, performance or other reporting or certification requirements
- iii. Long-term plans at the facilities including additional capacity, demolition, new construction
- iv. Operations and maintenance, training and educational needs and expectations
- v. Commissioning (Cx) and Retro-Commissioning (RCx) priorities for EPC scope and the existing facilities
- vi. Deferred maintenance project priorities of the facilities
- vii. Code Compliance: State and local jurisdiction building code requirements, as applicable
- viii. Hazardous materials and other considerations/issues
- ix. Other studies, reports information available

D. Project Financial Parameters

- i. Simple payback, contract term, utility escalation rates, inflation rate, capital and other financial contributions, and other investment parameters
- ii. Potential cost of Political Subdivision’s Maintenance Responsibilities (as indicated in an **EPC Schedule**) or any other long-term Operation and Maintenance (O&M) services as applicable, and the Political Subdivision’s desire or ability to support these costs
- iii. M&V savings verification options and extent

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- iv. Rebates and other financial incentives
- E. Investment Grade Audit Process and Schedule**
 - i. Logistics and access; testing/metering to be accomplished
 - ii. Security and access requirements to restricted areas, escorts, tool control, etc.
 - iii. Safety requirements, training, hazards
- F. Schedule/timeline with significant milestones**
 - i. Action Items & Next Steps
 - ii. Recap of action items including directives from the Political Subdivision
 - iii. Set next meeting or conference call time.

SECTION 3. Data Collection and Building/Equipment Schedules

ESCO shall coordinate collection of Political Subdivision-provided facility data and additional information with the goal of developing the existing conditions, operating schedules and utility usage/cost to determine the Political Subdivision's accepted baselines. The Political Subdivision shall provide the necessary and available information referenced in this **Section 3** or as required for ESCO to perform Work under the IGA Contract, concerning facility operation and energy use.

- A. Building Data** (by Building/infrastructure as listed in IGA Exhibit B):
 - i. Construction date(s) of buildings and major additions including building envelope.
 - ii. Infrastructure information as necessary (tunnels, steam lines, chiller water lines, water treatment plants, etc.).
 - iii. Inventory and description of the existing facilities and their major mechanical, electrical, water systems and any other systems as necessary (itemized by energy source, equipment type, capacity, services years, and condition).
 - iv. Building operation/occupancy schedules, equipment operation schedules (including weekly and seasonal use schedules, unoccupied buildings and areas).
 - v. Drawings of mechanical, plumbing, electrical, building automation and temperature controls, structural, architectural, infrastructure, modifications and remodels, etc., as available.
 - vi. Original construction submittals and factory data such as equipment specifications, pump curves, etc., as available.
 - vii. Operating engineer logs, maintenance work orders, etc., as available.
 - viii. Records of maintenance expenditures on energy-using equipment, including service contracts.
 - ix. Prior energy audits or studies.
- B. Utility Data:**

Political Subdivision shall provide, at a minimum, one year of actual historical utility invoices, and provide access to utility service providers for historical energy and water use (by energy source provider and master, sub-metered areas), for the designated three years (last three years or selected number of years by mutual agreement, as available).
- C. Energy Management:**
 - i. Description of energy management program
 - ii. Description of any building automation systems and other control systems/procedures
 - iii. Description of any energy or water-related improvement projects, completed or in progress
 - iv. Description of any changes in the facility or energy-using or water-using equipment
- D. Capital Construction Projects:**
 - i. Description of existing capital construction projects
 - ii. Description of future plans regarding building modifications, renovations, repairs, decommissioning, or equipment modifications, replacements
- E. Interviews:**

ESCO shall coordinate and conduct, in conjunction with the Political Subdivision, the interviews. The Political Subdivision shall make available individuals with knowledge of the facility such as the facility or plant manager, maintenance staff, and occupants of each building regarding:

 - i. Facility operation, including energy management systems and procedures
 - ii. Equipment maintenance problems including deferred and un-scheduled maintenance
 - iii. Occupant comfort problems and standards of comfort requirements

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- iv. Equipment reliability including frequency of unscheduled or emergency maintenance and potential loss-of-use of facility, building, or portions thereof
- v. Projected equipment needs including upgrade, replacement, and/or repairs
- vi. Occupancy and weekly use schedules for the facility and specific equipment
- vii. Facility improvements – past, planned and desired

F. Systems Survey:

Political Subdivision shall provide site-knowledgeable escorts and facility access to ESCO who shall identify major utility-impacting components, which may include, but is not limited to, lighting, both indoor and outdoor; heating and heat distribution systems, cooling systems and related equipment, central plants, automatic temperature control systems and equipment, air distribution systems and equipment, outdoor ventilation systems and equipment; exhaust systems and equipment; hot water generation and distribution systems, electric motors, transmission and drive systems, special systems such as kitchen/dining equipment, laundry equipment, renewable energy systems, other energy using systems, water consuming systems, such as restroom fixtures, water treatment plant, wastewater treatment plant, water features and irrigation systems; and building envelope.

SECTION 4. Establish Baseline Period Consumption

Establish appropriate baseline period consumption by evaluation of appropriate utility meter data, and utility bills (reference **Section 3**) for electricity, natural gas, propane, steam, water, and any other applicable utilities. Compile baseline period consumption in terms of:

A. Utility provider accounts:

Prepare summary of all utility bills for all fuel types and water. Develop description and itemization of current accounts, billing rates, schedules, riders, and related terms or agreements that affect consumption and energy costs. Consult with Political Subdivision to account for any anomalous schedule or operating conditions on billings that could skew the Baseline. ESCO shall account for periods of time when equipment was broken or malfunctioning in calculating the Baseline Period, provided this information is available from the Political Subdivision's representative.

- i. Energy and Water Units: Units of energy in kWh, kW, ccf, "Therms", thousand gallons, or other units used in bills. List appropriate, supplier-verified conversion factors and convert natural gas, methane, fuel oil, biomass, and propane to MMBtu; show electricity in both kW and kWh and the MMBtu equivalent. Units of water (kgal).
- ii. Energy and Water Units per building square foot per year
- iii. Energy Cost (in dollars) per building square foot per year

B. Describe the process used to determine the baseline period and baseline energy

C. Describe the process to reconcile the proposed utility baseline information with the actual consumption

SECTION 5. Preliminary Analysis and Discussion of Utility Cost-Savings Measures and FIMs and other ESCO Services

ESCO shall prepare and present a preliminary analysis of all Utility Cost-Savings Measures or FIMs considered, initial construction cost estimates and schedule, initial utility and other savings, initial measurement and verification plan, initial training, initial operation and maintenance cost impacts, and other items as requested (mutual agreement between Political Subdivision and ESCO) to determine prioritization of measures for the draft EPC Project Proposal. A draft financial package should be reviewed that includes potential interest rates and potential financing terms, grants, rebates, Political Subdivision capital contributions (one-time or annually), and other potential project funding sources.

A. Preliminary Utility Cost-Savings Measures and FIMs List

- i. Consider technologies in a comprehensive approach including, but not limited to: lighting systems, heating/ventilating/air conditioning equipment and distribution systems, controls systems, building envelope, motors, kitchen equipment, pools, renewable energy systems, other special equipment, irrigation systems, other infrastructure systems (steam, chilled water, compressed air, etc), and water saving devices

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- ii. Consider services that modify existing equipment/systems/procedures through programs including, but not limited to: commissioning, deep retrofits, ENERGY STAR rating, an existing buildings registration/certification program, or another verification or certification program
- iii. Include services to complete applications/forms for compliance with State statute or policies, for compliance with applicable executive orders, or any other Political Subdivision reporting requirements (if requested by Political Subdivision)

B. Review the Project Financial Parameters

At this stage in the development of the Investment Grade Audit, the project financial parameters need review and updates prior to refining the list of Utility Cost-Savings Measures and FIMs for further analysis. To keep the project on schedule and control the number of re-analyses of the project's financial performance, it is to the benefit of the project that the financial parameters be refined. To sufficiently change the project financial parameters after the detailed analysis is presented by the ESCO could add sufficient time to the delivery of an acceptable report.

- i. Discuss the capability of Political Subdivision to make capital contributions to the project to improve the Project's Financial Performance. Capital contribution could be from a one-time addition of appropriated funds
- ii. Discuss an acceptable range on the financial term and interest rate
- iii. Discuss an acceptable escalation rate for each utility for each year. Reference the CEO/OSA Escalation Policy
- iv. Discuss an acceptance of any operation or maintenance savings. Discuss how these would be determined, escalated, and the maximum number of years allowed
- v. List any known utility rebates, grants, or other financial incentives that affect cost of installation or final maximum project cost

C. Preliminary Measurement and Verification Plan Discussion

The goal of measurement and verification is to reduce the risk to Political Subdivisions by providing a mechanism to evaluate the performance of a project throughout the term of the contract. The challenge of M&V is to balance M&V costs with the value of increased certainty in the cost savings from the conservation measure. At the heart of a performance contract is a guarantee of a specified level of cost savings and performance. One of the primary purposes of M&V is to reduce the risk of non-performance to an acceptable level, which is a subjective judgment based on the Political Subdivision's priorities and preferences.

- i. ESCO should provide a presentation on measurement and verification. The presentation should cover important project risks, assess their potential impacts, and clarify the party responsible for managing the risk. The presentation should discuss the CEO Measurement and Verification Policy. The presentation should cover the four IPMVP M&V options and their advantages and disadvantages.
- ii. For each potential Utility Cost-Savings Measure or FIM, the ESCO shall present the initial M&V options. The ESCO shall provide sufficient information to understand the risk, cost, and responsibilities for each M&V option.
- iii. ESCO shall record for the final M&V plan and post construction M&V discussion, the Political Subdivision's and ESCO's M&V initial responsibilities.

D. Develop a list of recommended measures for further analysis.

Describe how the projected project economics meet the Political Subdivision's Project Financial Goals for completing the final Investment Grade Audit report and the Energy Performance Contract Project Proposal. Discuss assessment of energy use, savings potential, project opportunities, and potential for developing an energy performance contract. The Political Subdivision shall at its discretion have the option to reject any presented calculation of savings; potential savings allowed or project recommendations.

SECTION 6. Detailed Analysis of Utility Cost-Savings Measures and FIMs and other ESCO Services

ESCO shall conduct detailed analysis of recommended measures for further analysis, including construction cost and schedule, utility and other savings, code compliance estimate and permit costs (reference section 2, C, vii), measurement and verification plan, training, operation and maintenance cost impacts, and other items as requested (mutual agreement between Political Subdivision and ESCO) to complete the final Investment Grade Audit report and the negotiated Energy Performance Contract Project Proposal. A financial package should be prepared that

IGA Exhibit A Scope of Work

includes potential interest rates and financing terms, grants, rebates, Political Subdivision capital contributions (one time or annual), and other potential project funding sources. The ESCO may need to work with the Colorado Department of the Treasury to verify financial options.

ESCO shall evaluate facility and equipment schedules and baseline utility use and costs relative to Work and EPC Project Proposed associated with this IGA Contract including, but not limited to:

A. Weekly Use and Operational Schedule:

ESCO to perform "late-night," weekend trend monitoring devices, and field surveys outside of normal business hours or on weekends to confirm building system and occupancy schedules "impacting measures for further analysis."

B. Evaluate actual operation schedules, conditions for the facilities, equipment and buildings (hours, temperatures, air flows, humidity, etc.):

- i. Estimate loads as necessary and applicable. Equipment loads can change over time. Changes in load can show up as increases or decreases in "savings," depending on the M&V Services. Clarify whether equipment loads are to be measured or stipulated and what the impact will be if they change.
- ii. Where loading or usage is highly uncertain (including variable loads such as cooling), ESCO will use its best judgment, spot measurements or short-term monitoring. ESCO should not assume that equipment run hours equal the operating hours of the building(s) or facility staff estimates.

C. Description of Utility Cost-Savings Measures and FIMs:

Provide a technical description for each Utility Cost-Savings Measure and FIM. Consider the following parameters for each system, component, and associated conservation measure:

- i. Comfort and maintenance problems
- ii. Energy or water source, use, loads, proper sizing, efficiencies and hours of operation
- iii. Current existing systems, controls, and operating condition
- iv. Remaining service life
- v. Feasibility of system replacement
- vi. Hazardous materials and other environmental concerns
- vii. Political Subdivision's future plans for equipment replacement or building renovations
- viii. Facility operation and maintenance procedures that could be affected
- ix. Procedure to measure and verify savings (M&V) (necessary M&V equipment including meters, sub-meters, data-loggers, and control system monitoring/reporting capabilities)

D. Cost Estimate Analysis:

ESCO shall identify and perform next-level analysis on measures which appear potentially cost-effective. The analysis shall include itemized costs of design, engineering, equipment, materials, installation, maintenance, repairs and estimates of vehicle fleet operational and fuel cost measures, as set forth in **§29-12.5-102(2), C.R.S.** The analysis may consider the following sources of data for design and construction cost, potential operation and maintenance costs or other categories as identified by ESCO or Political Subdivision:

- i. Political Subdivision's representative list of acceptable/preferred manufacturers or vendors
- ii. Political Subdivision's construction specifications, requirements, standards
- iii. ESCO's Subcontractor material and labor cost estimates
- iv. ESCO's Subcontractor professional design firm's cost estimates
- v. ESCO's pricing information from historical projects
- vi. ESCO's product specification information
- vii. ESCO's or Political Subdivision's pricing information for hazardous/environmental work

E. Cost Savings Analysis:

For each potentially cost-effective measure, prepare an estimate of utility cost savings, operation and maintenance cost savings and vehicle fleet operational and fuel cost savings. Analysis shall include the description of analysis methodology and supporting calculations and assumptions used to estimate savings. Include itemized costs of design, engineering, equipment, materials, installation, maintenance, repairs, all costs of vehicle operational and fuel cost savings measures, and debt service as required under **§29-12.5-102(2), C.R.S.**

- i. Follow the methodology of the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) or other nationally-recognized authorities following the engineering principle(s) identified for each retrofit option

IGA Exhibit A Scope of Work

- ii. Utilize assumptions, projections and the baseline period energy consumption and/or the mutually agreed-upon adjusted baseline energy, whichever best represents the value of future energy or operational savings
 - iii. Include accurate energy unit costs at the time the analysis is performed, documentation of material and labor cost savings, adjustments to the baseline to reflect current conditions at the facility, and calculations which account for the interactive effects of the recommended measures
 - iv. Use best judgment regarding the employment of instrumentation and recording durations so as to achieve an accurate and faithful characterization of energy use
 - v. Develop a preliminary measurement and verification plan for each measure
- F. Finalize Project Financial Parameters**
- i. Discuss the willingness and capability of Political Subdivision to make capital contributions to the project to improve the Project's Financial Performance. Capital contribution could be from a one-time addition of funds, monetized value of capital cost avoidance from equipment replacement, or any other Political Subdivision acceptable contribution.
 - ii. Discuss an acceptable financial term and interest rate or a range on term and interest rate.
 - iii. Discuss an acceptable escalation rate for each utility for each year. The escalation rates may be different each year. Reference the CEO/OSA Escalation Policy.
 - iv. Discuss an acceptance of any operation or maintenance savings. Discuss how these would be determined, escalated, and the maximum number of years allowed.
 - v. List any known utility rebates, grants, or other financial incentives that effect cost of insulation or final maximum project cost.

SECTION 7. Draft Investment Grade Audit Report

ESCO shall prepare a draft IGA Report. The Draft and Final IGA Report shall follow this outline format including, but not limited to:

- A. Executive Summary:**
- i. Project Background and Introduction
 - ii. Political Subdivision's Project Requirements (accepted changes to original)
 - iii. Summary of Recommended Facility Improvement Measures
 - iv. Summary of Total Savings (energy, (units and cost by utility) water, maintenance or other Political Subdivision approved items)
 - v. Summary of Project Financials including initial total project cost, potential interest rates (from recent projects or current industry rates), capital contributions (projected or identified), and financing term (per Political Subdivision's requirements). Total project cost is the maximum, not-to-exceed amount Political Subdivision shall pay for the project and ESCO's services.
 - vi. Conclusions and Recommendations
- B. Facility and Building Data:**
- For each facility identified in Exhibit B, the ESCO shall provide a brief building description, including the use, square footage, hours of operation and lighting, mechanical and water systems and building envelope/construction;
- C. Baseline Period Utility Consumption:**
- Compile and provide a concise and well organized analysis and written report of the data gathered and necessary to provide baseline utility consumption pursuant to the baseline period consumption **Section 4** of this **Exhibit A** which may include, but not limited to:
- i. Description and itemization of current billing rates, including schedules and riders
 - ii. Summary of all utility bills for all energy types
 - iii. Identification and definition of baseline energy and period and description of how established
 - iv. Reconciliation of estimated end use consumption (i.e. lighting, cooling, heating, fans, plug loads, etc.) with base year (include discussion of any unusual findings)
- D. Utility Cost-Savings Measures and FIMs:**

IGA Exhibit A Scope of Work

Update, compile, and provide comprehensive analysis of recommended Utility Cost-Savings Measures and FIMs for consideration, review and comments by the Political Subdivision which include, but are not limited to the following:

Conservation Measure List – Prepare a summary, in table format, of recommended Utility Cost-Savings Measures and FIMs as referenced in **Section 6** of this **Exhibit A**. The summary shall include an itemization for each measure of total design and construction cost, annual operation and maintenance costs, the first year savings (cost avoidance), (in dollars and appropriate utility units), Simple Payback and major equipment service life. The summary shall further include tabulated utility consumption savings per system, building, or facility separated out by contributing Utility Cost-Savings Measure or FIM. For each recommended energy and utility saving conservation measures, provide a summary of the following:

- a. **Existing Conditions** Describe existing conditions, systems, etc. to be affected by the proposed utility conservation measures, and the specific benefits of each to modify each condition, including but not limited to, energy, water or resource conservation, capital improvement, deferred maintenance, long-term performance and reduction of operating costs, etc.
- b. **Project Scope of Work:** Description of improvements, equipment, etc. to be installed and how it shall function
- c. **O&M Procedures:** Include discussion of facility operations and maintenance procedures that shall be affected by installation or implementation
- d. **Implementation Plan:** Present a conceptual plan for the proposed EPC project indicating design and construction timeframes for the Utility Cost-Savings Measure or FIM. Indicate any potential installation time constraints or critical start/completion dates
- e. **Utility Savings Calculations:**
 - a) **Base -Year Consumption:** base year utility use and cost
 - b) **End-Use Consumption Estimate:** Post-retrofit utility use and cost
 - c) **Annual Savings Estimates:** The Utility Cost Savings and Operation and Maintenance Cost Savings shall be determined for each year during the contract period. Savings shall be achieved by the implementation of such measures on an annual basis. Savings shall be limited to savings allowed by the State Statute or Governing Body of the Political Subdivision
 - d) **O&M Savings:** Operation and maintenance savings, including detailed calculations and description. Ensure that maintenance savings are only applied in the applicable years and only during the lifetime of the particular equipment. Operation and Maintenance Cost Savings if considered in the EPC Project Proposal will require Political Subdivision approval and signature on the Record of Reviews
 - e) **Methodology for Savings Estimates:**
 1. Savings estimates including the methodology used in analysis, supporting calculations and assumptions used. Analysis and methodology shall also include description and calculations for any proposed rate changes. Analysis shall further include an explanation of how savings between retrofit options are accounted for in calculations
 2. If computer simulation is used, include a short description and indicate key input data. If requested by Political Subdivision, access shall be provided to the program and all assumptions and inputs used. Printouts shall also be provided of all input files and important output files and included in the Investment Grade Audit with documentation that explains how the final savings figures are derived from the simulation program output printouts
 3. If manual calculations are employed, formulas, assumptions and key data shall be stated
 - f. **Conclusions and Analysis: Provide other observations, caveats, etc.**
- E. **M&V Plan:**

Summary of the Measurement and Verification Plan. Cost of the M&V services per year through the financing term.
- F. **Cost Estimate Analysis:**

Summary and update of cost assessment initiated under **Section 6.D** of this **Exhibit A**.
- G. **Cost Savings Analysis:**

IGA Exhibit A Scope of Work

Summary and update of analysis initiated under **Section 6.E** of this **Exhibit A**, including calculation of cost savings expected if all recommended measures are implemented and total percentage savings of total facility utility cost.

G. Excluded Measures:

List all Utility Cost-Savings Measures or FIMs considered but not recommended with a short paragraph on why it was not included.

H. Political Subdivision Review, Comments, and Prioritization:

Summary of documentation or conference records of Political Subdivision priorities, stipulations, and designated compliance with statute, requirements and policies.

I. Draft Investment Grade Audit Report:

Pursuant to **Section 9** of this **Exhibit A** the Draft IGA Report shall be prepared in the format of the final IGA Report (as required in the IGA Contract and **Section 7** of this **Exhibit A**). The ESCO shall comply with the following items:

- i. Draft IGA Report shall be submitted in a format acceptable to the Political Subdivision labeled to include the project title "Investment Grade Audit report and Energy Performance Contract Project Proposal," the Political Subdivision facility name, name of the ESCO, and date of issuance or revision. Provide additional sets of these documents as requested or required by the Project Representative.
- ii. Contents shall be formatted and tabbed in the exact form and alphanumeric sequence of the outline of **Section 7.A. – Section 7.H** of this **Exhibit A**, with additional outlined formats for other referenced sections of this **Exhibit A**. Content elements not otherwise referenced or required in this **Exhibit A**, if provided, shall appear at the end of the IGA Report under its own tab(s) or in separate document(s).
- iii. Contents contained in the IGA Report shall be complete. ESCOs are encouraged to respond in a concise manner. The use of charts and spreadsheets to summarize certain information is especially encouraged; said information may be accompanied by an explanatory narrative.
- iv. An electronic version of the draft IGA Report and any additional provided or requested information shall be submitted with the written report.

SECTION 8. Post Draft Investment Grade Audit Report Conference

- A.** The ESCO shall prepare an agenda consistent with the format of the Pre-Audit Conference in **Section 2** of this **Exhibit A**, including any modifications as a result of the Pre-Audit Conference. ESCO shall conduct all necessary conference(s) and produce associated documentation to engage the Political Subdivision to review the recommendations, savings calculations and impact of the measures on the operations of the facility. Describe how the projected project economics meet the Political Subdivision's terms for completing the IGA Report. Revise audit as directed by Political Subdivision.
- B. Political Subdivision Review and Comments**
 - i. ESCO shall provide all services and deliverables to include, but not be limited to, draft, project proposal(s), supplemental documents and ESCO's responses, etc. necessary to support written acceptance by Political Subdivision.
 - ii. The Political Subdivision and CEO shall perform concurrent reviews and all comments are shared by all parties, including CEO third party reviews.
 - iii. The Political Subdivision and CEO may submit written comments at any time during the IGA Contract and the ESCO shall provide supplemental responses.
- C. Finalize Political Subdivision Financial Targets:** Capital contribution, maximum financial term and interest rate, utility escalation rates, and operation and maintenance information.
- D. Responses to Political Subdivision Comments –** Revise IGA Report as directed by Political Subdivision which shall be included in the final Energy Performance Contract Proposal.

SECTION 9. Final Investment Grade Audit Report and Energy Performance Contract Project Proposal

- A. Present Final IGA Report.** ESCO to complete and deliver final documents defined in this **Section 7** to Political Subdivision for approval.
- B. EPC Project Proposal.** Pending approval of the Final IGA Report, and the execution of the Notice of Acceptance, prepare an Energy Performance Contract using CEO's Energy Performance Contract documents, subject to IGA Contract terms and provisions, and subject to negotiation and agreement

IGA Exhibit A Scope of Work

between the Parties pursuant to applicable Federal and State regulatory requirements and the CEO Standards for Success. ESCO shall prepare the applicable schedules to be incorporated in an Energy Performance Contract that includes the following:

- i. Total Project Cost Proposal: the maximum, not-to-exceed amount Political Subdivision shall pay for the project and ESCO's services. Costs shall be consistent with mutually agreed on markups and fees established in IGA **Exhibit C**.
 - ii. Cost Estimate: Include all information required under Cost Savings Analysis in **Section 6** above, as well as a detailed scope of the construction work suitable for cost estimating. Include all anticipated costs associated with installation, implementation, and categories outlined in **IGA Exhibit C**. Provide preliminary specifications for major mechanical components as well as detailed lighting and water fixture counts. The following shall also be included:
 - a. Engineering/design costs
 - b. ESCO/vendor estimates for labor, materials, and equipment; include special provisions, overtime, and all other appropriate items, as needed to accomplish the work with minimum disruption to the operations of the facilities
 - c. Code compliance estimate and permit costs (reference section 2, C, vii)
 - d. Costs (disposal, avoided emissions, handling of hazardous materials, and any other related costs) as relates to handling and disposal of hazardous lighting materials, but not as relates to remediation or abatement work
 - iii. Base-Year Consumption: Disclose baseline basis for cost savings. Summary of annual utility use by type and costs of existing or base year condition.
 - iv. Cost Savings Calculations: Calculation of cost savings expected if all recommended utility conservation measures are implemented and total percentage savings of total facility utility cost.
 - v. End-Use Consumption Estimate: Outline the proposed utility use reduction and end use consumption for the system or facility.
 - vi. Contract Term: Years of the Energy Performance Contract.
 - vii. Utility Rate Escalation Factor: Escalation or decline based on historical trends, utility provider rate forecasts, and economic forces of supply and demand (global, national, local or regional), natural resource availability, technology, utility capital investment, and environmental requirements. (Consistent with CEO/OSA Utility Escalation Policy).
 - viii. Financial Terms: Description of how the project may be financed, including available indicative interest rates and potential financing terms, based on interest rates likely available to Political Subdivision at this time and based on interest rate lock options available. Analysis of annual cash flow for Political Subdivision during the contract term.
 - ix. Weather Adjustments: If applicable, proposed modification to how the savings shall be calculated and adjusted due to weather (such as heating and cooling degree days), occupancy or other factors.
 - x. Measurement and Verification: Proposal consistent with the CEO Measurement and Verification Policy at time this contract is made:
 - xi. Commissioning Plan: Preliminary Commissioning plan
 - xii. Operations and Maintenance Plan
 - xiii. Implementation Plan and Schedule
- The ESCO shall propose a milestone schedule with activity durations of all Energy Performance Contract phases, including, but not limited to, ESCO services, commissioning, M&V activities, etc. to include written acceptance by the Political Subdivision, as follows:
- a. The ESCOs shall submit an implementation plan for all Utility Savings and Cost Savings measures with a narrative describing design-build and bidding strategies and recommended delivery options;
 - b. Training, operation and maintenance activities, interim and milestone responsibilities for maintenance, etc.

END OF EXHIBIT A – SCOPE OF WORK

IGA Exhibit B Location of Audit

Buildings and Infrastructure Included in Scope of Work
(Update the tables as necessary for the IGA contract.
Update the tables for the IGA audit report and the
Energy Performance Contract Project Proposal)

Political Subdivision Name: Town of Kiowa

The following tables list the buildings included in the Investment Grade Audit (IGA) Scope of Work. Add additional rows as necessary to list all buildings and non-typical facilities. Since building names may change over time, a unique agency building shall be included.

EXHIBIT B, TABLE 1 - BASE COST TABLE

Building Name & Address	Building Type	Building Age	Building Gross Square Feet-GSF	Bldg. Audit \$/SF		Bldg. Total Audit \$
Town Hall 404 Comanche St	Office		2,681	\$0.25		\$ 670.25
Shop #1 320 Navajo St	Shop		2,880	\$0.25		\$ 720.00
Shop #2 320 Navajo St	Shop		512	\$0.25		\$ 128.00
Shop #3 329 Navajo St	Shop		384	\$0.25		\$ 96.00
BASE COST TOTAL						\$1,614.25

Indicate the cost for non-typical facilities (buildings or infrastructure) where the GSF audit fee may not be appropriate, e.g., water treatment plants, wastewater treatment plants, warehouses, arenas, street lighting and others. (Consult with CEO for appropriateness of fees).

EXHIBIT B, TABLE 2 - NON-TYPICAL FACILITY COST TABLE

Building or Infrastructure	Facility Type	Facility Age	Facility GSF (or other applicable measurement)	Unit cost for audit (if applicable)	Facility Total Audit Cost \$
WWTP 97 Ute Ave	Plant				\$1,500.00
All Water Service Delivery					\$1,500.00
Remaining Water Meters					\$ 500.00
Water Tower					\$ 250.00
Water Storage Tank					\$ 250.00
Well 503 CR 45					\$ 250.00
Streetlights					\$0
NON-TYPICAL FACILITY COST TOTAL					\$4,250.00

TOTAL COST OF IGA: \$5,864.25

IGA Exhibit C COST AND PRICING ELEMENTS

COST AND PRICING

The cost of the IGA is calculated from the Base Cost plus the cost for any Non-Typical Facilities. The Base Cost is established by the Colorado Energy Performance Contracting Program for participating ESCOs and is determined by the sum of the cost associated with each building's total square footage and location. The Non-Typical Facilities cost for infrastructure and other non-building projects is negotiated prior to signing the IGA contract. The Pricing for the Project Percentages and Annual Cost are calculated based upon the specific project scope of Work and the information each ESCO submitted in the proposal/renewal provided to the Colorado Energy Office (CEO). The calculated cost is equal to or less than the ESCO's maximum established percentages submitted to CEO.

IGA Costs (base cost plus non-typical facilities cost)

The proposal includes the initial list of buildings with their square footage and the distance from the CEO office.

The Base cost of the IGA is determined by the CEO-established table similar to the table below. All ESCOs shall use the CEO-developed IGA costs in their proposal.

Standard IGA Pricing Table				
Tiered Pricing (\$/sq ft)		Total Facility Square Footage		
		Under 250K	250 – 500K	500K +
Distance from CEO at 1580 Logan St., Denver	Under 75 miles	\$ 0.250	\$ 0.225	\$ 0.200
	75 – 150 miles	\$ 0.275	\$ 0.250	\$ 0.225
	Over 150 miles	\$ 0.300	\$ 0.275	\$ 0.250

Political Subdivisions with Non-Typical Facilities (e.g. wastewater treatment, irrigation systems, pools, street lighting, etc.) should incorporate information about these types of facilities and infrastructure in their proposal. The additional costs for performing the IGA on these Non-Typical Facilities shall be negotiated with the selected ESCO as part of finalizing the IGA contract. The final, negotiated cost of the IGA is indicated on an updated IGA Exhibit B.

The Base Cost (from Exhibit B, Table 1) is	\$5,864.25
The Non-Typical Facility Cost (from Exhibit B, Table 2) is	\$0.00
Total Investment Grade Audit Cost is	\$5,864.25

Project Percentages

Percentages of the total project for each line item shall be calculated and should not exceed what is stated for the duration of the project. Use only the categories shown. Supplying ranges for the percentages is acceptable.

Project Estimate Worksheet

A	B	C	D	E	F
		Project Costing Categories	IGA Contract Maximum % of Total Project Cost	Actual Final IGA Calculated % of Total Project Cost	Actual Final IGA Cost
1		Investment Grade Audit (IGA)			
2		Total Facility Area			
3		\$ / Sq Ft			
4		Investment Grade Audit Total Cost			
5					
6		Implementation Costs			
7		Pre-Construction Costs*			
8		Design and Other Engineering	6.00%	0.00%	
9		Pre-Construction Services	4.00%	0.00%	
10		Other Pre-Construction Costs	1.50%	0.00%	
11		Pre-Construction Cost Subtotal		0.00%	
12		Construction Costs*			
13		Trade Subcontracts		0.00%	
14		Design/Build Subcontracts		0.00%	
15		Direct Purchase Equipment		0.00%	
16		Construction Management	5.00%	0.00%	
17		Project Engineering	2.50%	0.00%	
18		General Conditions	2.50%	0.00%	
19		Construction Completion	3.00%	0.00%	
20		Other Construction Costs	2.00%	0.00%	
21		Construction Cost Subtotal		0.00%	
22		Implementation Costs Subtotal*			
23					
24		Profit*	8.00%		
25					
26		Estimated Project Amount*			
27					
28		Contingency*	5.00%		
29					
30		Total Funded Amount*			

Annual Costs

Use only the categories shown. Proper cost determination and expected length of service should be noted for all services.

ANNUAL COSTS		
Category	How Price is Determined	Years Applied (One-time, Annual, etc.)
Warranty*	Warranty Cost are determine by: Lenth of the warranty offered or required and the manufacturers' beginning and ending warranty date	Variable
Measurement and Verification*	Measurement and verification (M&V) coast are determine by specific M&V plan. A specific M & V plan varies by the type of measurement and analysis required, frequency of the measurement, frequency of field inspections, necessity to model and requirement of reporting.	Minimun of 3 years per State Statute
Maintenance*	Costs are based on specific requirements of services requested or required. Manitenance programs will be customized and negotiated to meet client's needs or wants	Determine by clients needs or wants
Other*		

TOWN OF KIOWA

Policy Area: Compensation & Salary	Title of Policy: On-Call Response Procedures
Number: 22-060	Number of Pages: 1
Effective Date:	Revised by:
Approved Date: Revision Date:	Approved by:

1. Policy Statement

The Town provides additional compensation to nonexempt employees to ensure experienced personnel are available to address significant issues in a timely manner after regular business hours.

Regular business hours are Monday through Thursday, 7:30 a.m. to 4:00 p.m. After-hour responsibility is assigned by the Town in seven-day periods to ensure that qualified staff are available, if needed, after regular business hours at night and on weekends and holidays. Employees assigned this responsibility must respond to calls within the reasonable timeframe designated by Town management. Safe professional business practices are required of all employees assigned to on-call duty.

Employees on restricted on-call duty are paid their normal rate or overtime when appropriate. Employees who do come to the facility will be paid a minimum of 1 hour worked.

Participants who are called in to work may be required to check in with Town Administration. On-call hours are not considered when employees are free to engage in activities for their purpose, but are required to carry a Town of Kiowa cell phone. On-call hours will be considered when employees are required to restrict personal activities, such as being within a 30-minute drive of the facility (not drinking alcohol, etc.).



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 August 12, 2025, at 7:02 PM.

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

Trustee Stahl arrived late at 7:04 pm. And Trustee Shafer was absent.

Also present:

- Kim Boyd, Town Administrator
- Sasha Davidson, Town Clerk
- Ruth Borne, Borne Law, on Zoom
- Tammi Schneider, Elbert County Fair Board
- John Hill, Ranchland News
- Jill Duvall, Elbert County resident and KWWA Board member
- Jim Duvall, Elbert County resident
- Rob Osborn, CORE Electric
- Angie Bedolla, CORE Electric
- Julia Delacruz, resident and local business owner
- Debbie Ullom, local property owner
- Annette Burmaster, local business owner
- Joey Kuhn, local business owner and Main Street Board member
- Chuck Valenzuela, resident via Zoom
- Phillip M. via Zoom
- Erica Johnson, ECCO via Zoom
- Jay Vier, Lions Club and Main Street Board member on Zoom
- Susie Ellis, Kiowa Code Enforcement via Zoom

AGENDA CONSENT

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

PUBLIC COMMENT

1. *Tammi Schneider – President of the Elbert County Fair Board. spoke about the success of the fair this year, thanked the town for their partnership in providing the fireworks show for the kick-off, and expressed her desire to continue the partnership and renew the fireworks tradition for Kiowa in the years ahead.*

2. *Debbie Ullom – Property owner of 228 Comanche Street, Kiowa.* Spoke to the fireworks event kicking off the Fair, and typos and omissions in the July 22, 2025, special meeting minutes.
3. *Joey Kuhn - Owner of Just Peachy Day Spa at 320 Comanche Street, Kiowa.* Spoke to the sign code and her displeasure that the mayor has not organized a meeting with the local business owners, as requested.
4. *Jay Vier – President of the Kiowa Lions Club and Main Street Board member.* Reviewed the minutes of the June monthly meeting and requested them to be revised.

PUBLIC HEARINGS

Mayor Howard opened the public hearings at 7:13 pm.

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

Darlene McGinnis spoke to the Board about the event. She advised there would be approximately 75 people and dogs in attendance. People will be allowed to bring their own alcohol in from the outside; no alcohol will be sold at the event by organizers.

Trustee Wineland moved to approve the special event liquor permit, and Trustee Smith seconded. The motion passed 6-0 with no public comment and no further discussion.
6. Trustee Smith moved to approve 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, and Trustee Stahl seconded. The motion passed 6-0 with no public comment and no further discussion.
7. Rob Osborn and Angie Bedolla of CORE Electric gave a presentation on the renewal of CORE’s franchise agreement with the Town of Kiowa.

Trustee Wineland moved to approve 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, and Trustee Smith seconded. The motion passed 6-0 with public comment and no further discussion.

8. Trustee Smith moved to approve 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, and Trustee Stahl seconded. The motion passed 6-0 with public comment and no further discussion.
9. Mayor Pro Tem Hart moved to approve 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, and Trustee Stahl seconded. The motion passed 6-0 with public comment and no further discussion.
10. Trustee Wineland moved to approve 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, and Trustee Stahl seconded. The motion passed 6-0 with public comment and no further discussion.
11. Trustee Smith moved to approve 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, and Trustee Stahl seconded. The motion passed 6-0 with public comment and no further discussion.
12. Trustee Wineland moved to table 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 until the August monthly meeting, and Trustee Snith seconded. The motion passed 5-0 with Mayor Howard abstaining. No public comment was taken since there was no action taken on this ordinance, and no further discussion.

Mayor Howard closed the public hearings at 9:19 pm.

CONSENT ITEMS

13. Trustee Smith motioned to approve the minutes from the July 8, 2025, monthly meeting and the July 22, 2025, special meeting. Mayor Pro Tem Hart seconded, and the motion was passed 6-0 with no discussion.
14. Mayor Pro Tem Hart moved to accept the expenditures for YTD 2025, and Trustee Stahl seconded. The motion passed 6-0 with no discussion.

STAFF REPORTS

15. Mayor
Reported that the IGA with the County was still being worked out.
16. Board of Trustees
Mayor Howard and Mayor Pro Tem Hart discussed improvements at the senior center, the seniors having a table at the Town's Fall Fest to share information about the senior center, the upcoming chili dinner on October 18th, and the quilt event scheduled at Fellowship Hall on October 4th, where seniors will sell approximately 84 quilts, and all proceeds will go back to the church.
17. Town Administrator
 - a) Read into record memorandum to Mayor Howard and Board of Trustees regarding staff responses to public comments made at the monthly meeting on July 8, 2025, and the special meeting on July 22, 2025.
 - b) **Activity Report from the Sheriff's Office for 2024 through YTD 2025**
A total of 904 calls for service (CFS) were received from January 1, 2024, through December 31, 2024. These calls ranged from hang-up calls to serious incidents, such as a shooting that occurred last year, sex assault on a child, and menacing. Among these calls, approximately 170 were traffic related. Additionally, there were 342 calls for increased patrols, which involved deputies patrolling specific areas of town to help reduce or deter crime in those locations.

From January 1 to July 7 of the current year, a total of 572 calls for service (CFS) have been recorded. This figure represents an increase of approximately 120 CFS compared to the same period in 2024. Update on SH-86 Storm Drainage and Sidewalk Improvement Project
 - c) **Update on SH-86 Storm Drainage and Sidewalk Improvement Project**
The design and engineering packet being prepared by Kimley-Horn is set to be submitted to CDOT at or around August 16th for review. That review will take approximately 2-3 weeks.
 - d) **Grant updates**
The concept paper submitted to GOCO for the parks project funding was unfortunately not approved for this cycle's application. They mentioned they had 35 concept papers to review for this grant cycle, requesting over \$40M in funding—more than twice GOCO's total annual funding of \$16.8M—resulting in fierce

competition. A meeting is being scheduled with our GOCO representative within the next week to discuss feedback on this submission and project readiness for the next cycle when it opens.

The grant we applied for earlier this year, which was initially on a first-come, first-served basis and was unexpectedly halted due to technical issues, is now reopening for another opportunity. The new submission deadline is noon on September 8th. I will be resubmitting our application for the CR-45 corridor, aiming to connect that roadway to SH-86 and continuing the ongoing storm drainage and sidewalk work there.

e) Kick off to Fair fireworks display

I have received great feedback regarding the event, and numerous have expressed excitement to continue in the years to come, bringing back a cherished tradition. The Town had cooperation and generous help from multiple entities to make that event happen:

- Elbert County Sheriff's Posse
- Kiowa Fire Protection District
- Elizabeth Fire Protection District
- Rattlesnake Fire Protection District
- North Central Fire Protection District
- Simla Fire Protection District
- Elbert Fire Protection District
- Agate Fire Protection District

In appreciation of their contributions, the Town will be sending a thank you card and a donation of \$500 to each entity, a total donation of \$4,000. Without their contributions, the event would not have been possible.

It is notable to mention that we had a local citizen come in and express their appreciation for the show and make a donation on the spot toward next year's event.

f) New Hire in Public Works

Edward "Teddy" Campbell, a former CDOT employee in Kiowa, is retiring at the end of this month after 24 years with the State and will be joining Kiowa full-time starting Monday, October 6th. He will work four days a week, 10 hours each day, for a full-time work week. He comes to us with a wealth of experience and knowledge in this job, and we are fortunate to have him.

18. Public Works

None.

19. Code Enforcement – Q2 report was provided in this month's meeting packet—no questions or discussion from the Board.

OLD BUSINESS

None.

DISCUSSION/COMMUNICATIONS

Administrator Boyd read Ms. Borne’s resignation as the town’s general counsel into the record. Trustee Smith moved to accept Ms. Borne’s resignation, and Trustee Stahl seconded. The motion passed 6-0 with no discussion.

ADJOURN

Trustee Smith moved to adjourn at 9:50 p.m. Trustee Stahl seconded, and the motion carried 6-0 with no discussion.

The next monthly meeting will be held on September 9, 2025.

Approved:

Theresa Howard, Mayor

Kimberly Boyd, Town Administrator

Statement of Financial Position

Town of Kiowa

As of September 5, 2025

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	
1010 TOK Primary Checking (6476)	384,875.20
1020 TOK Money Market Account (6484)	582,275.04
1050 Petty Cash	175.41
Total for Bank Accounts	\$967,325.65
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	\$1,218,651.72
Fixed Assets	
1492 Buildings	
1540 Furniture & fixtures	
1600 Accumulated depreciation	
6750 Equipment & Furniture	
Total for Fixed Assets	0
Other Assets	
Total for Assets	\$1,218,651.72
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)	-18,001.40
Total for Credit Cards	-\$18,001.40
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 September 5, 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	-5,765.48
2212 FIT	5,289.93
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	-\$3,621.33
2510 Impact Fees Collected	6,271.43
Fund Balance--Res'd for Emergency	14,554.00
Total for Other Current Liabilities	\$448,462.26
Total for Current Liabilities	\$558,457.97
Long-term Liabilities	
Total for Liabilities	\$558,457.97
Equity	
3150 Opening balance equity	-0.06
3300 Retained Earnings	644,566.70
Net Income	15,627.11
Total for Equity	\$660,193.75
Total for Liabilities and Equity	\$1,218,651.72

Statement of Activity

Town of Kiowa

January 1-September 5, 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)	23,633.41
Total for 4010 Roads & Streets	\$74,221.64
4015 Cigarette Distribution	1,495.64
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
4062 Severance & Mineral Tax Distribution	81.00
4063 Specific Ownership Taxes (SOT)	15,031.43
4065 Use tax	10,944.25
4067 Conservation Trust Fund (CTF)	4,247.33
Total for 4000 Tax Revenue	\$445,384.81
4200 Contributed Income	0
4210 Government Grants & Contracts	0
4215 DOLA - EIAF 9734 Grant	183,697.94
4216 CDOT - TAP Grant	243,277.87
Total for 4210 Government Grants & Contracts	\$426,975.81
4220 Sponsorships & Donations	\$50.00
4221 Annual Town Events	15,250.00
4222 Town Parks Improvement Project - Donations	3,216.84
Total for 4220 Sponsorships & Donations	\$18,516.84
Total for 4200 Contributed Income	\$445,492.65
4250 Sales	0
4251 Business License Fees	3,145.84
4252 Building Permit and Plan Review Fees	16,415.64
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	\$20,652.98

Statement of Activity

Town of Kiowa

January 1-September 5, 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	55,709.96
Total for Income	\$987,683.93
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Cost of Goods Sold	
Gross Profit	\$987,683.93
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Expenses	
6000 Payroll expenses	0
6010 Salary & Wages	0
6030 Salary & Wages- Public Works-Streets	10,699.67
6040 Salary & Wages - Admin Staff	83,333.44
Total for 6010 Salary & Wages	\$94,033.11
6020 Board Monthly Stipend	5,300.00
6100 Payroll Taxes (Employer)	8,451.77
6210 Deferred Health Care	13,113.75
6212 ToK Benefit Expense	2,232.51
6250 Reimbursements - Employee	600.00
6270 MyPay Solutions Contractual Fees	1,229.60
Total for 6000 Payroll expenses	\$124,960.74
6290 Professional Training & Conference	2,963.45
6300 Advertising & Public Notices	\$510.75
6310 Display Ads	933.00
6320 Public Notices	2,139.67
6330 Town Sponsored Events	3,934.79
Total for 6300 Advertising & Public Notices	\$7,518.21
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-September 5, 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	1,276.30
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	\$14,493.13
6760 Rent & Lease Equipment	0
6761 Parks & Rec - Parker Port-a Potty	6,330.00
6762 Equipment Purchase/Lease	22,389.88
Total for 6760 Rent & Lease Equipment	\$28,719.88
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	\$2,620.43
6822 Supplies for Events/Specialty	5,718.14
6823 Specific Use Supplies & Materials for Parks	485.69
6824 Specific Use Supplies for R & B	11,765.53
6827 Supplies & materials	86.36
Total for 6820 Office supplies	\$20,676.15
6821 Specific Use Supplies for Office	564.86
6830 Copier Lease	2,232.80
6850 Computer Supplies/Software & apps	7,334.27
6860 Printing & Photocopying	3,443.39
Total for 6800 General Office Expenses	\$43,886.63

Statement of Activity

Town of Kiowa

January 1-September 5, 2025

DISTRIBUTION ACCOUNT	TOTAL
6900 Utilities	\$521.16
6905 Utilities- Power - CORE	1,950.91
6906 Utilities- Power- Street Lights - CORE	8,329.83
6910 Utilities- Heat - Black Hills	2,679.57
6920 Utilities - Water and Sewer - KWWA	3,614.07
6940 Utilities Telephone/Internet	3,577.92
6970 Security/Alarm Monitoring	2,499.78
Total for 6900 Utilities	\$23,173.24
7000 Professional Services	0
7016 Legal Services	0
7012 Legal Services - General Counsel	18,553.50
7013 Legal Services - Special Counsel	280.50
7014 Professional Services - Municipal Court	9,565.26
Total for 7016 Legal Services	\$28,399.26
7020 IT Services	\$990.75
7021 Professional - IT - Phoenix Technologies	7,668.36
7022 Professional - Web Design	2,180.00
Total for 7020 IT Services	\$10,839.11
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	544,806.16
7043 Professional - Consulting - CORE Engineering	2,200.00
Total for 7040 Consulting Services	\$552,452.23
7070 IGA with ECSO	47,247.00
7090 Professional Services- Other	\$200.00
7091 Professional - Code Enforcement	9,915.17
7092 Professional - Fischer Project Mgmt	10,000.00
7094 Professional Services - Security	480.00
Total for 7090 Professional Services- Other	\$20,595.17
Total for 7000 Professional Services	\$676,712.57
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-September 5, 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	\$988,221.07
Net Operating Income	-\$537.14
Other Income	
8000 Interest Income	16,609.63
Total for Other Income	\$16,609.63
Other Expenses	
7505 Miscellaneous Receipts	445.38
Total for Other Expenses	\$445.38
Net Other Income	\$16,164.25
Net Income	\$15,627.11